



# DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a single-enterprise agreement

**The Trustee of the Brisbane Girls Grammar School T/A Brisbane Girls Grammar School**  
(AG2024/2903)

## **BRISBANE GIRLS GRAMMAR SCHOOL ENTERPRISE AGREEMENT 2025**

Educational services

COMMISSIONER DURHAM

BRISBANE, 6 SEPTEMBER 2024

*Application for approval of the Brisbane Girls Grammar School Enterprise Agreement 2025*

[1] An application has been made for approval of an enterprise agreement known as the Brisbane Girls Grammar School Enterprise Agreement 2025 (**the Agreement**). The Application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by The Trustee of the Brisbane Girls Grammar School T/A Brisbane Girls Grammar School (**the Applicant**). The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] I note the undertakings were provided in relation to the following:

- Part-time additional hours & overtime – clause 12.2.2.

[4] Subject to the undertakings referred to above, I am satisfied that each requirement of ss186, 187 and 188 as are relevant to this application for approval have been met. The undertakings are taken to be a term of the Agreement.

[5] The Independent Education Union of Australia - Queensland and Northern Territory Branch (**IEU**) and Australian Nurses and Midwifery Federation - QNMU Branch (**ANMF**) lodged their respective Form F18 statutory declarations giving notice under s.183 of the Act that each wants the Agreement to cover it. In accordance with s.201(2) of the Act, I note the Agreement covers the IEU and ANMF.

[6] The Agreement is approved and will operate on 1 January 2025. The nominal expiry date of the Agreement is 31 December 2027.



COMMISSIONER

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BRISBANE GIRLS GRAMMAR SCHOOL

# **BRISBANE GIRLS GRAMMAR SCHOOL ENTERPRISE AGREEMENT 2025**

# BRISBANE GIRLS GRAMMAR SCHOOL ENTERPRISE AGREEMENT 2025

<b>PART 1 - APPLICATION AND OPERATION OF THE AGREEMENT .....</b>	<b>4</b>
1.1 TITLE.....	4
1.2 APPLICATION.....	4
1.3 DATE AND PERIOD OF OPERATION .....	4
1.4 OBJECTIVES OF THIS AGREEMENT .....	4
1.5 RELATIONSHIP TO AWARDS.....	5
1.6 NATIONAL EMPLOYMENT STANDARDS .....	5
1.7 NO EXTRA CLAIMS.....	5
1.8 DEFINITIONS.....	5
<b>PART 2 - CONTRACT OF EMPLOYMENT .....</b>	<b>8</b>
2.1 TYPES OF EMPLOYMENT.....	8
2.2 INCIDENTAL AND PERIPHERAL TASKS .....	8
2.3 REQUESTS FOR FLEXIBLE WORK ARRANGEMENTS.....	8
2.4 INDIVIDUAL FLEXIBILITY ARRANGEMENTS.....	9
2.5 PROBATION .....	10
<b>PART 3 - TERMINATION OF EMPLOYMENT .....</b>	<b>11</b>
3.1 TERMINATION WITHOUT NOTICE .....	11
3.2 TERMINATION WITH NOTICE .....	11
3.3 STATEMENT OF SERVICE .....	11
<b>PART 4 - CONSULTATION AND WORKPLACE CHANGE.....</b>	<b>12</b>
4.1 STAFF CONSULTATIVE COMMITTEE .....	12
4.2 CONSULTATION .....	13
4.3 TRANSFER TO LOWER PAID DUTIES .....	15
4.4 TIME OFF DURING NOTICE PERIOD.....	15
4.5 EMPLOYEE LEAVING DURING NOTICE PERIOD .....	16
4.6 REDUNDANCY PAY .....	16
4.7 REINSTATEMENT OF ENTITLEMENTS.....	16
<b>PART 5 - DISPUTE RESOLUTION.....</b>	<b>17</b>
5.1 PROCEDURE FOR PREVENTING AND SETTING DISPUTES.....	17
<b>PART 6 - REMUNERATION AND SUPERANNUATION.....</b>	<b>18</b>
6.1 PAYMENT OF WAGES.....	18
6.2 WAGE INCREASE .....	18
6.3 WAGE RATES .....	18
6.4 SUPERANNUATION.....	18
6.5 SALARY SACRIFICE AND SALARY PACKAGING .....	19
6.6 SALARY CONTINUANCE .....	19
6.7 HIGHER DUTIES ALLOWANCE.....	19
6.8 SCHOOL FEE REMISSION.....	19
<b>PART 7 - LEAVE.....</b>	<b>20</b>
7.1 LEAVE - GENERAL.....	20
7.2 ANNUAL LEAVE .....	20
7.3 TAKING EXCESSIVE ANNUAL LEAVE.....	20
7.4 PARENTAL LEAVE.....	20
7.5 PARTNER LEAVE .....	22
7.6 APPLICATION FOR EXTENSION OF PARENTAL LEAVE OR PART-TIME WORK .....	22
7.7 PERSONAL/CARER'S LEAVE .....	23
7.8 COMPASSIONATE LEAVE.....	23
7.9 SCHOOL SPECIAL LEAVE .....	24
7.10 DOMESTIC AND FAMILY VIOLENCE LEAVE .....	25
7.11 LONG SERVICE LEAVE.....	25
7.12 TAKING EXCESSIVE LONG SERVICE LEAVE.....	26
7.13 APPLICATION TO HAVE LONG SERVICE LEAVE PAID OUT .....	26
7.14 STATUTORY HOLIDAYS.....	27

7.15	JURY SERVICE.....	27
7.16	WORKPLACE EDUCATION LEAVE .....	27
7.17	DELEGATES RIGHTS .....	28
7.18	EMERGENCY AND NATURAL DISASTER LEAVE .....	29
<b>PART 8 - PROFESSIONAL DEVELOPMENT.....</b>		<b>31</b>
8.1	PROFESSIONAL DEVELOPMENT AND TRAINING .....	31
8.2	RECOGNITION OF PROFESSIONAL EXCELLENCE.....	31
8.3	PREPARATION FOR AND CONCLUSION OF THE ACADEMIC YEAR .....	31
<b>PART 9 - SIGNATORIES.....</b>		<b>33</b>
<b>PART 10 - WAGES SCHEDULE.....</b>		<b>34</b>
<b>PART 11 - SCHEDULE FOR ACADEMIC STAFF .....</b>		<b>37</b>
11.1	APPLICATION.....	37
11.2	TERMS OF EMPLOYMENT.....	37
11.3	CLASSIFICATION LEVELS FOR ACADEMIC STAFF.....	38
11.4	RECOGNITION FOR SECOND CAREER TEACHERS .....	39
11.5	MIDDLE MANAGERS.....	39
11.6	POSITIONS OF ADDED RESPONSIBILITY (PAR) 2 .....	40
11.7	POSITIONS OF ADDED RESPONSIBILITY (PAR) 1 .....	40
11.8	REMUNERATION - PARS.....	41
11.9	PROGRESSION WITHIN THE BAND.....	41
11.10	APPOINTMENT TO A POSITION OF RESPONSIBILITY.....	41
11.11	RECOGNITION OF INTERNAL LEAD TEACHER.....	41
11.12	HIGHLY ACCOMPLISHED AND LEAD TEACHERS .....	42
11.13	HOURS OF WORK.....	42
11.14	RELEASE TIME .....	43
11.15	TEACHING LOAD.....	43
11.16	OTHER DUTIES.....	44
11.17	MORNING TEA BREAKS .....	44
11.18	MEAL BREAKS .....	44
11.19	CO-CURRICULAR ACTIVITIES .....	44
11.20	CO-CURRICULAR PROGRAMS .....	44
11.21	CURRICULAR AND CO-CURRICULAR CAMPS .....	45
11.22	ANNUAL LEAVE .....	46
11.23	PAYMENT OF ANNUAL LEAVE .....	46
11.24	ANNUAL LEAVE LOADING.....	46
11.25	SUPERVISION OF TEACHERS .....	47
<b>PART 12 - SCHEDULE FOR PROFESSIONAL STAFF.....</b>		<b>48</b>
12.1	APPLICATION.....	48
12.2	TERMS OF EMPLOYMENT.....	48
12.3	WAGES AND RELATED MATTERS .....	49
12.4	HOURS OF WORK, BREAKS AND OVERTIME – PROFESSIONAL STAFF OTHER THAN OUTDOOR EDUCATION EMPLOYEES .....	50
12.5	HOURS OF WORK, BREAKS AND OVERTIME – OUTDOOR EDUCATION EMPLOYEES .....	53
12.6	ANNUAL LEAVE .....	58
12.7	CLASSIFICATION GUIDELINES.....	58
12.8	CLASSIFICATION LEVELS FOR PROFESSIONAL STAFF (EXCEPT NURSING STAFF) .....	58
12.9	CLASSIFICATION LEVELS FOR NURSING STAFF .....	62

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

### **1.1 Title**

- 1.1.1 This Agreement shall be known as the Brisbane Girls Grammar School Enterprise Agreement 2025 (the **Agreement**).

### **1.2 Application**

- 1.2.1 This Agreement shall apply to The Trustees of the Brisbane Girls Grammar School (the **Employer**/the **School**) (ABN 31 445 392 850) and to all employees of the School whose classifications and rates of pay are contained herein.

- 1.2.2 For clarity, the following roles are not covered by the Agreement:

- (a) Principal
- (b) Deputy Principal
- (c) Dean or Associate Dean (or any position of an equal or higher level)
- (d) Chief Financial Officer
- (e) Professional Staff Directors
- (f) Finance Manager
- (g) Property and Capital Works Manager
- (h) Language and Instrumental Music Tutors
- (i) Seasonal Coaches.

### **1.3 Date and Period of Operation**

- 1.3.1 This Agreement shall be operative from 1 January 2025 or from seven days after approval by the Fair Work Commission, whichever is the later (**Commencement Date**). This Agreement has a nominal expiry date of 31 December 2027.

### **1.4 Objectives of this Agreement**

- 1.4.1 The agreed objectives of this Agreement are:
- (a) To provide a commercially sustainable framework for effective employee relations that enables the School to achieve its Aspiration and Intent as described in the Strategic Design.
  - (b) To facilitate a professional environment with sustained improvement in the School's performance, capable of achieving excellent outcomes, flexibility, and effectiveness across School operations.
  - (c) To consider the impact that change from valid School initiatives can have on the work environment and workload for staff, while keeping in mind that change may be required as a result of legislative and government imperatives.
  - (d) To maintain an inclusive environment where all members of the School community feel a sense of belonging and wellbeing is supported and where diversity, independence and authentic relationships are valued.

## 1.5 Relationship to Awards

1.5.1 This is a comprehensive Agreement that operates to the exclusion of all other awards or industrial instruments that would otherwise apply.

1.5.2 Any legislation (including the *Fair Work Act 2009*), and any policy, procedure or other document referred to in this Agreement, is not incorporated into the Agreement and does not form part of it.

## 1.6 National Employment Standards

1.6.1 This Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**) contained within the *Fair Work Act 2009*. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

## 1.7 No extra claims

1.7.1 The parties to this Agreement undertake that for the duration of the Agreement, no further claims will be made on the School and by the School or the Staff in respect to wages or working conditions.

## 1.8 Definitions

1.8.1 In this Agreement:

- (a) **“Academic Staff”** means Employees of the School whose rates of pay are prescribed in clause 10.1.1 of this Agreement and who are employed as Teachers by the Employer.
- (b) **“Agreement”** means this enterprise agreement and its Schedules.
- (c) **“Employees” and/or “Staff”** means all employees who are covered by this Agreement and includes Professional Staff and Academic Staff.
- (d) **“Employer” and/or “the School”** means The Trustees of the Brisbane Girls Grammar School (trading as Brisbane Girls Grammar School).
- (e) **“FWC”** means the Fair Work Commission.
- (f) **“Immediate Family”** means:
  - (i) the spouse (including a former spouse), de facto partner, child, parent, grandparent, grandchild, or sibling of the Employee; or
  - (ii) a child, parent, grandparent, grandchild or sibling of the spouse or defacto partner of the Employee.
- (g) **“Middle Manager”** means Academic Director, or Head of House.
- (h) **“NES”** means the National Employment Standards in the *Fair Work Act 2009*.
- (i) **“Non-term weeks”** means weeks in the school year other than term weeks and includes periods designated as school holidays for students.
- (j) **“Outdoor Education Teacher”** means a person employed by the Employer:
  - (i) whose principal duties include delivering an outdoor educational program, assessing student participation in an outdoor education program, administering an outdoor education program and performing other duties

incidental to the delivery of an outdoor educational program; including Co-Curricular and Student care; and

- (ii) whose rate of pay is prescribed in clause 10.1.1 of this Agreement; and who is registered as a teacher with the Queensland College of Teachers.
- (k) **“Professional Staff”** means Employees of the School whose rates of pay are prescribed in clauses 10.1.2 to 10.1.3 of this Agreement, who are not employed as Academic Staff, and who are employed in the following areas:
- (i) Administration services – Employees whose principal duties are in the functional areas of the School’s business operations, including but not limited to:
- Administration;
  - Finance;
  - Development and Alumnae Relations;
  - Communications, Enrolments and Events;
  - Information Technology Services;
  - Human Resources; and
  - Library Services.
- (ii) Operational services – Employees whose principal duties are to support the other services of the School, including but not limited to:
- Laboratory Technicians;
  - Creative Arts and Technologies Technicians;
  - Construction, Electrical, Plumbing, Carpentry, Painting and other Trades;
  - Cleaning, Maintenance and School Property and Facilities; Management;
  - Gardening and Turf Management.
- (iii) Wellbeing services – Employees whose principal duties are to support the health, development and wellbeing of students, and employees, where appropriate. This will include (but not limited to) school psychologists and/or school counsellors.
- (iv) Nursing services – being any Employee who is a registered nurse in Queensland and is employed as such by the School.
- (v) Outdoor Education services – including any Employee whose principal duties are to perform outdoor education duties and to deliver the outdoor education program at Marrapatta Memorial Outdoor Education Centre, excluding qualified teachers.
- (l) **“Teacher”** means a person employed by the Employer:
- (i) who performs duties which include delivering an educational program, assessing student participation in an education program, administering an education program and performing other duties incidental to the delivery of an educational program; including Co-Curricular and Student care; and
- (ii) whose rate of pay is prescribed in clause 10.1.1 of this Agreement; and who is registered as a teacher with the Queensland College of Teachers.



- (m) **“Term weeks”** means the weeks in the school year that students are required to attend school as set out in the School calendar.
- (n) **“Union”** means a union party to this Agreement.

## **PART 2 - CONTRACT OF EMPLOYMENT**

### **2.1 Types of Employment**

2.1.1 Employees may be offered employment on a full-time, part-time, casual or job share basis subject to the School's operational requirements. Employment may be offered on either a fixed or maximum term basis, or on a continuing basis.

2.1.2 Each Employee shall be advised in writing of the following, both at the point of engagement, and at other times when their contract of employment is varied in accordance with this Part:

- (a) the nature of the engagement whether it be:
  - (i) full-time, part-time or casual;
  - (ii) job share; and/or
  - (iii) for a fixed or maximum term, or on an ongoing basis;
- (b) the work the Employee is employed to do;
- (c) if part-time, the weeks and/or days the Employee is required to work, and the number of ordinary hours per week the Employee is required to work;
- (d) as applicable, the ordinary starting and finishing time; and
- (e) if the engagement is for a fixed or maximum term, the start and end dates of that engagement.

### **2.2 Incidental and Peripheral Tasks**

2.2.1 The Employer may direct an Employee to carry out such duties as are reasonable within the scope of the Employee's skills and capability.

2.2.2 The Employer may direct an Employee to carry out such duties and use such tools and equipment as may be required, provided that the Employee has been properly trained in the use of such tools and equipment (where relevant).

2.2.3 Any direction issued by the Employer in relation to this clause shall be consistent with the Employer's responsibilities to provide a safe and healthy working environment.

### **2.3 Requests for Flexible Work Arrangements**

2.3.1 An Employee may request a change in their working arrangements in accordance with Division 4 of the National Employment Standards (see sections 65 to 65C of the *Fair Work Act 2009*) if any of the following circumstances apply to the Employee and they would like the change in their working arrangements (such as hours of work and start/finish times) because of those circumstances:

- (a) the Employee is pregnant;
- (b) the Employee is the parent, or has responsibility for the care of a child who is of school age or younger;
- (c) the Employee is a carer (within the meaning of the *Carer Recognition Act 2010*);
- (d) the Employee has a disability;
- (e) the Employee is 55 or older;

- (f) the Employee is experiencing family and domestic violence;
- (g) The Employee is providing care or support to a member of their Immediate Family or a member of their household who requires care or support because that member is experiencing family and domestic violence.

2.3.2 The Employee is not entitled to make the request under the NES unless they have completed at least 12 months' continuous service immediately before making the request.

2.3.3 Employees should refer to the NES in relation to:

- (a) the matters that must be included in a request by the Employee;
- (b) the steps that must be taken by the School prior to providing a written response within 21 days of receiving the request; and
- (c) the information that must be included in the School's response (depending on whether the School is accepting the request, or refusing the request on reasonable business grounds).

## 2.4 Individual Flexibility Arrangements

2.4.1 The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement (**IFA**) to vary the effect of terms of the Agreement if:

- (a) the IFA deals with one or more of the following matters:
  - (i) arrangements about when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;
  - (iv) allowances;
  - (v) leave loading;

and
- (b) the IFA meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a); and
- (c) the IFA is genuinely agreed to by the Employer and Employee.

2.4.2 The Employer must ensure that the terms of the IFA:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the Employee being better off overall than the Employee would be if no IFA was made.

2.4.3 The Employer must ensure that the IFA:

- (a) is in writing; and
- (b) includes the name of the Employer and Employee; and
- (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and

- (d) includes details of:
  - (i) the terms of the Enterprise Agreement that will be varied by the IFA; and
  - (ii) how the IFA will vary the effect of the terms; and
  - (iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the IFA;and
- (e) states the day on which the IFA commences.

2.4.4 The Employer must give the Employee a copy of the IFA within 14 days after it is agreed to.

2.4.5 The Employer or Employee may terminate the IFA:

- (a) by giving no more than 28 days written notice to the other party to the IFA; or
- (b) if the Employer and Employee agree in writing—at any time.

## **2.5 Probation**

2.5.1 The Employer may employ an Employee with a probationary period of up to six months. The probationary period may be extended past six months with the agreement of the Employee.

2.5.2 During the probationary period, either the Employee may resign, or the Employer may terminate the Employee's employment by giving one weeks' notice, or, in the case of the Employer, by making payment in lieu of notice.

## **PART 3 - TERMINATION OF EMPLOYMENT**

### **3.1 Termination without notice**

3.1.1 The Employer may terminate an Employee's employment without notice if the Employee engages in serious misconduct.

### **3.2 Termination with notice**

3.2.1 This clause does not apply to Employees engaged on a casual basis.

3.2.2 Other than termination during the probationary period (clause 2.5) or in accordance with clause 3.1.1, the required period of notice of termination that both the Employer and the Employee must give the other, may be specified in their letter of offer, but must be no less than that prescribed by this clause (not including annual leave).

3.2.3 Academic Staff – Notice requirement:

(a) Unless otherwise agreed with the School, notice of termination for Academic Staff is seven term time weeks.

3.2.4 Professional Staff – Notice Requirement:

(a) Notice of termination for Professional Staff shall be provided in accordance with the following:

<b>Period of continuous service</b>	<b>Notice period</b>
Less than 3 years' service	2 weeks
3 to 5 years' service	3 weeks
More than 5 years' service	4 weeks

(b) Professional Staff who are over 45 years of age at the time of giving notice, and who have more than two years of service with the Employer, shall be entitled to an additional week's notice to that provided in this clause.

3.2.5 If an Employee fails to provide the minimum period of notice in accordance with this clause, the School may withhold wages due to the Employee equal the following maximum amounts:

(a) for Academic Staff – two weeks' salary; and

(b) for Professional Staff – one weeks' salary.

3.2.6 Payment in lieu of notice:

(a) The Employer may make payment in lieu of any or all of the notice period, calculated on the Employee's ordinary time rate of pay.

### **3.3 Statement of Service**

3.3.1 In the event of termination of employment and upon request by the Employee, the Employer will provide a written statement specifying the period of employment and the classification and/or type of work performed, to the Employee.

## **PART 4 - CONSULTATION AND WORKPLACE CHANGE**

### **4.1 Staff Consultative Committee**

- 4.1.1 The parties to this Agreement are committed to co-operation and consultation as part of maintaining a culture of consultation at the School. To facilitate this, the School will convene the Staff Consultative Committee once per term, or on request if staff wish to discuss any significant impact on their working environment and workload which may occur as a result of the School making a change to its operations.
- 4.1.2 Members of the Staff Consultative Committee may follow up on Staff concerns, seek feedback from Staff in relation to those concerns, and address any related outstanding matters.
- 4.1.3 The outcomes of any formal review undertaken by the Staff Consultative Committee and any associated recommendations, will be communicated to Staff by the Principal.
- 4.1.4 The parties to this Agreement recognise that Employees have particular interest in issues such as working arrangements and conditions, workloads, health and safety and future plans for the development of the School.
- 4.1.5 Effective consultation between the Employer and Employees is dependent on the following principles:
- (a) a commitment by the Employer and Employees to participate;
  - (b) co-operation and consultation;
  - (c) effective communication processes;
  - (d) an induction by the Principal or their delegate which informs members of the Staff Consultative Committee about the roles and responsibilities of Committee members;
  - (e) an agreed meeting schedule;
  - (f) Employees determining their representation; and
  - (g) both the Employer and Employees being able to request meetings of the Staff Consultative Committee.
- 4.1.6 In committing to effective consultation, the Employer and Employees acknowledge the requirements of an atmosphere of mutual trust and co-operation. The terms of references of the Staff Consultative Committee are:
- (a) to provide an environment for greater two-way communication, enabling Employees to participate in discussions on matters which affect their wellbeing, work practices, workload, organisation and structures within the School;
  - (b) to be a forum in which views on significant general employee relations issues can be shared;
  - (c) to provide a means whereby, in consultation with the Staff Consultative Committee, the School will identify any short term or ongoing impacts on the workload of employees which may occur as a result of any significant change or new initiative of the Employer prior to its implementation when practical;
  - (d) to provide a means whereby Employees may identify strategies and/or any resources needed to support or address work issues, workload or to support new initiatives. Such support may include additional release time, staffing or professional development; and
  - (e) to seek feedback from all Employees and/or make recommendations to the Principal as appropriate.

- 4.1.7 The Staff Consultative Committee will be convened at least once per term to address any issues within the School as they arise and to advance specific matters arising from this Agreement.
- 4.1.8 The Committee will comprise of:
- (a) up to four senior management representatives;
  - (b) up to four members chosen by Staff (representing both Academic Staff and Professional Staff), which will include one union member elected by the IEUA-QNT School Chapter; and
  - (c) where appropriate, other relevant Employees who may be requested to provide input on specific issues.
- 4.1.9 The Committee will remain in place for four consecutive terms, commencing in Term 2 in each academic year until Term 1 the following year.
- 4.1.10 The School encourages all Employees who would like to volunteer for the Staff Consultative Committee to express their interest. Where there are more nominations received than positions available, the Staff representatives (other than the elected union member in clause 4.1.8 (b)) will be determined by a vote of all Staff during Term 1 of each academic year.

## **4.2 Consultation**

- 4.2.1 This clause applies if the Employer:
- (a) 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; or
  - (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

### ***Major change***

- 4.2.2 For a major change referred to in clause 4.2.1(a):
- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
  - (b) subclauses 4.2.3 to 4.2.9 apply.
- 4.2.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 4.2.4 If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - (b) the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.

- 4.2.5 As soon as practicable after making its decision, the Employer must:
- (a) discuss with the relevant Employees:
    - (i) the introduction of the change; and
    - (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.
- 4.2.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 4.2.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 4.2.8 If a term 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 paragraph 4.2.2(a) and subclauses 4.2.3 and 4.2.5 are taken not to apply.
- 4.2.9 In this clause, a major change is **likely to have a significant effect on employees** if it results in:
- (a) the termination of the employment of Employees; or
  - (b) major change to the composition, operation or size of the Employer’s workforce or to the skills required of Employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain Employees; or
  - (f) the need to relocate Employees to another workplace; or
  - (g) the restructuring of jobs.

***Change to regular roster or ordinary hours of work***

- 4.2.10 For a change referred to in clause 4.2.1(b):
- (a) the Employer must notify the relevant Employees of the proposed change; and
  - (b) subclauses 4.2.11 to 4.2.15 apply.
- 4.2.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.



- 4.2.12 If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
  - (b) the Employee or Employees advise the Employer of the identity of the representative, the Employer must recognise the representative.
- 4.2.13 As soon as practicable after proposing to introduce the change, 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) all relevant information about the change, including the nature of the change; 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 to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 4.2.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 4.2.15 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 4.2.16 In this term **relevant Employees** means the Employees who may be affected by a change referred to in subclause 4.2.1.

### **4.3 Transfer to lower paid duties**

- 4.3.1 Where an Employee is transferred to lower paid duties due to major change in the workplace as defined in clause 4.2, the Employee shall be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment had been terminated.
- 4.3.2 The Employer may, at the Employer's option, make payment in lieu of notice in an amount equal to the difference between the former amounts the Employer would have been liable to pay and the new lower amount the Employer is liable to pay to the Employee, for the number of weeks of notice of transfer still owing.

### **4.4 Time off during notice period**

- 4.4.1 Where a decision has been made to terminate an Employee's employment due to major change in the workplace as defined in clause 4.2, the Employee shall be allowed up to one paid day off during each week of notice, for the purpose of seeking other employment.
- 4.4.2 If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Employer, provide proof of attendance at an interview to the Employer, or the Employee may not receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

## 4.5 Employee leaving during notice period

4.5.1 An Employee who has been made redundant due to major change in the workplace as defined in clause 4.2, may terminate the employment during the period of notice. If they do so, they are still entitled to the same benefits and payments if they had remained with the Employer until the end of the notice period. They are not however, entitled to payment in lieu of notice for the period they did not work.

## 4.6 Redundancy pay

4.6.1 An Employee who has been made redundant due to major change in the workplace as defined in clause 4.2, is entitled to the following redundancy pay, or any greater amount as stated in the NES:

Period of continuous service	Redundancy pay (weeks' pay)
Less than 1 year	nil
At least 1 year but less than 2 years	4
At least 2 years but less than 3 years	6
At least 3 years but less than 4 years	7
At least 4 years but less than 5 years	8
At least 5 years but less than 6 years	10
At least 6 years but less than 7 years	11
At least 7 years but less than 8 years	13
At least 8 years but less than 9 years	14
At least 9 years	16*

*\*The NES provides only 12 weeks' redundancy pay after 10 years of continuous service. This is because many employees with more than 10 years' service accrue long service entitlements at the 10-year mark.*

4.6.2 The rates of pay in the table above are based on the ordinary time rate of pay of the Employee, excluding overtime, penalty rates, allowances, bonuses and any other ancillary payment.

## 4.7 Reinstatement of entitlements

4.7.1 At the Principal's discretion, where a full-time Employee has:

- (a) resigned for any reason, and at the time of resignation, that Employee has a minimum of 24 months continuous service with the Employer; and
- (b) within 12 months of that Employee's resignation, the Employee is re-employed by the Employer on a full-time and ongoing basis,

then the Employer may recognise the Employee's prior service for the purposes of long service leave accrual.

## **PART 5 - DISPUTE RESOLUTION**

### **5.1 Procedure for preventing and setting disputes**

5.1.1 If a dispute relates to:

- (a) a matter arising under the agreement; or
- (b) the National Employment Standards,

this clause sets out procedures to settle the dispute.

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

5.1.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.

5.1.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

5.1.5 The Fair Work Commission may deal with the dispute in two stages:

- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
  - (i) arbitrate the dispute; and
  - (ii) make a determination that is binding on the parties.

5.1.6 While the parties are trying to resolve the dispute using the procedures in this clause:

- (a) an Employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
- (b) an Employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
  - (i) the work is not safe; or
  - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
  - (iii) the work is not appropriate for the Employee to perform; or
  - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.

5.1.7 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this clause.

## PART 6 - REMUNERATION AND SUPERANNUATION

### 6.1 Payment of Wages

6.1.1 Wages shall be paid fortnightly by electronic funds transfer into a financial institution nominated by the Employee.

### 6.2 Wage increase

6.2.1 The first pay increase of 5.5% shall be applied to the rates of pay for 2024 and will be paid as from the first pay period on or after 1 January 2025.

6.2.2 The second pay increase of 4% shall be paid as from the first pay period on or after 1 January 2026.

6.2.3 The third pay increase of 4% shall be paid as from the first pay period on or after 1 January 2027.

### 6.3 Wage rates

6.3.1 The minimum wage rates applicable for all Employees covered by this Agreement are the rates of pay shown in the Wages Schedule (Part 10).

### 6.4 Superannuation

6.4.1 The rights and obligations in these clauses supplement those in Superannuation Legislation. The Employer will make such superannuation contributions to a Fund of the Employee's choice, for the benefit of an Employee as required under Superannuation Legislation.

6.4.2 The Employer will contribute the following employer superannuation contributions on behalf of an Employee, inclusive of the contribution referred to in clause 6.4.1 above (including any increase to this contribution during the life of this Agreement):

Effective date	Employer superannuation contributions
From commencement of the Agreement	14.25%
From 1 July 2025	14.5%
From 1 July 2026	14.75%
From 1 July 2027	15.00%

6.4.3 Employees may elect to have the Employer pay their superannuation contribution into their Fund of choice. If the Employee does not notify the Employer within four weeks of commencing employment, the Employer will comply with its obligations under Superannuation Legislation, including:

- (a) identifying any stapled Fund for the Employee; and
- (b) if there is no stapled Fund for the employee, making superannuation contributions into its default Fund, HESTA, or its successor Fund.

6.4.4 In this clause 6.4:

- (a) "**Fund**" means any superannuation fund which meets the requirements of the *Superannuation Industry (Supervision) Act 1993* (Cth), as amended or replaced, as a complying fund for superannuation.

- (b) “**Superannuation Legislation**” includes the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), and any other legislation that deals with the superannuation rights and obligations of employers and employees.

#### 6.4.5 Absence from work

- (a) Leave – superannuation contributions will continue to be made while an Employee is absent on paid leave but will not be required in respect of any absence on unpaid leave.
- (b) Work related injury or illness – superannuation contributions will continue to be made while an Employee is absent from work due to work related injury or illness (up to a maximum of 52 weeks’ total absence for each injury or illness) provided that the Employee is receiving payments under the *Workers’ Compensation and Rehabilitation Act 2003* (Qld).

### 6.5 Salary sacrifice and salary packaging

6.5.1 All Employees may choose to contribute to their superannuation fund by salary sacrifice or after-tax contributions in accordance with guidelines issued by the Australian Taxation Office and the Employer’s policies.

6.5.2 The administrative costs of salary sacrifice to a superannuation fund will be met by the School.

6.5.3 Employees may also choose to enter into salary packaging arrangements with an external provider. In those circumstances, Employees will be required to comply with the terms and conditions of that provider.

6.5.4 The costs of administering salary packaging arrangements will be borne by the Employee. The School will however, meet the cost associated with the transmission of approved funds to the service provider.

### 6.6 Salary continuance

6.6.1 All continuing full-time Employees and part-time Employees who work in excess of half the ordinary hours of a full-time Employee in that position will be provided with Salary Continuance Insurance subject to the Board of Trustees’ approval and the insurance scheme’s eligibility criteria. Employees will be advised of any change in the terms of the provision of insurance.

### 6.7 Higher duties allowance

6.7.1 The Employer may direct or appoint an Employee to temporarily perform the duties applicable to a classification higher than their current classification.

6.7.2 Where an Employee is formally appointed by the School and required to perform the majority of the duties of a position with a higher classification for a period in excess of 10 consecutive working days, the Employee shall be paid at the wage rate of the higher classification. The higher duties rate shall be paid from the point at which the Employee begins undertaking higher duties until such time as the Employee is no longer undertaking the duties.

### 6.8 School Fee Remission

6.8.1 Continuing full-time and part-time Employees may apply annually for subsidised School tuition fees for their daughter(s) enrolment at the School, in accordance with the policy determined by the Employer from time to time.

## **PART 7 - LEAVE**

### **7.1 Leave - General**

7.1.1 Leave will be taken and accrued in accordance with this Part 7, the National Employment Standards, and School Policy.

### **7.2 Annual leave**

7.2.1 Full-time Employees are entitled to four weeks annual leave per year of service, calculated in accordance with the annual leave provisions in this Agreement, as applicable.

7.2.2 Annual leave shall be exclusive of any statutory holiday, which may occur during the period of annual leave.

7.2.3 Annual leave shall be taken, and the Employer may require Employees to take annual leave, during Non-term weeks or during closedown of the School (unless otherwise agreed between the Employer and Employee). Where the Employee does not have sufficient paid leave accrued, the Employee will be granted leave without pay.

### **7.3 Taking Excessive Annual Leave**

7.3.1 In the event that an Employee has an excessive annual leave accrual, the Employer may confer with the Employee and genuinely try to reach agreement on how to reduce or eliminate the excessive annual leave accrual.

7.3.2 An Employee is considered to have excessive annual leave accrual if the Employee has accrued more than eight weeks' annual leave.

7.3.3 If the Employer has genuinely tried to reach agreement with the Employee but is unable to, the Employer may require the Employee to take one or more periods of annual leave.

7.3.4 Any requirement by the Employer to take excess annual leave:

- (a) must be in writing;
- (b) must not result in the Employee's remaining accrued entitlement to annual leave being less than six weeks;
- (c) must not require the Employee to take any period of annual leave of less than one week; and
- (d) must not require the Employee to take a period of annual leave that begins less than eight weeks, or more than 12 months, after the written requirement is made.

### **7.4 Parental leave**

7.4.1 Employees with at least 12 months' continuous service with the Employer may access up to 12 months of unpaid parental leave for each birth or adoption in accordance with the NES. This period may be extended by a further 12 months in accordance with and subject to the requirements of the NES.

7.4.2 Casual Employees are not entitled to unpaid parental leave unless they meet the entitlement requirements of the *Fair Work Act 2009* in respect of casual employees.

7.4.3 Paid parental leave provided by the Employer is the paid birth or adoption leave component of a period of parental leave that an Employee is entitled to in accordance with this clause.

- 7.4.4 Subject to clause 7.4.13, all Employees (other than all casual Employees) with at least 12 months' continuous service with the Employer are entitled to up to 14 weeks' parental leave on full pay for each birth or adoption, provided that:
- (a) the Employee is entitled to access unpaid parental leave under the NES; and
  - (b) the Employee will be the primary caregiver of the child immediately following the birth or placement of the child.
- 7.4.5 Where an Employee is eligible for paid parental leave under clause 7.4.4 above, the period of paid leave will be exclusive of any paid school vacation period and inclusive of public holidays which may fall during the leave.
- 7.4.6 A part-time Employee is entitled to pro rata paid parental leave.
- 7.4.7 A fixed term Employee is entitled to paid parental leave subject to clause 7.4.11.
- 7.4.8 When applying for parental leave, an Employee must:
- (a) provide notice of the Employee's intentions to take unpaid parental leave, and notice of the confirmation of the taking of such leave in accordance with the requirements of the NES;
  - (b) produce to the Employer no later than 10 weeks before the expected date of birth, a certificate from a registered medical practitioner stating the expected date of birth; and
  - (c) no later than four weeks before commencement of parental leave, produce to the Employer written notification of their intention to return to work following the end of parental leave.
- 7.4.9 Employees who are eligible for unpaid parental leave may apply to take it together with accrued annual leave or long service leave (subject to entitlement). These periods of leave are to be taken in one block, concurrently with the unpaid component of parental leave.
- 7.4.10 Employees on approved parental leave are required to take, as part of that leave, the six weeks from the date of birth of their child.
- 7.4.11 Fixed term employees
- (a) Fixed term Employees are eligible for parental leave on the same basis as continuing Employees.
  - (b) Notwithstanding paragraph (a) above, where the Employee's contract comes to an end before the expiration of the period of parental leave, the Employee will be entitled to receive payment only up until the conclusion of the fixed-term contract.
  - (c) The Employer is not required to extend a fixed term or maximum term contract of employment beyond the term of that contract solely on the basis of the School's paid parental leave policy.
- 7.4.12 An Employee on parental leave must confirm his/her intention of returning to work by notice in writing to the Principal giving not less than one term's notice, before the end of the period of parental leave.
- 7.4.13 An Employee will only be entitled to access payment for a second or subsequent period of paid parental leave under this clause if the Employee has returned to work for a minimum period of 12 months after taking a period of paid parental leave.
- 7.4.14 Paid parental leave counts as service for all purposes with superannuation and all other Employee entitlements continuing to accrue during the leave.

- 7.4.15 Paid parental leave is not diminished by any federal government's legislative parental leave pay scheme.
- 7.4.16 An Employee who is eligible for paid parental leave may request to access this leave at half pay in accordance with the School's parental leave policy.

## **7.5 Partner leave**

- 7.5.1 In accordance with the School's Parental and Partner Leave Policy, an eligible Employee who produces a certificate from a medical practitioner which states the expected date of confinement or adoption for the Employee's spouse or partner, will be entitled to two weeks' paid Partner leave in connection with the birth or adoption of the child.
- 7.5.2 To be eligible for Partner Leave, the Employee must be:
- (a) a full-time or part-time employee; and
  - (b) entitled to access unpaid parental leave under the NES.
- 7.5.3 The period of paid Partner Leave will be taken between one month prior to, and up to two months after, the birth or adoption of the child .
- 7.5.4 The period of paid Partner Leave cannot be extended other than by the Employee taking the leave on a half-pay basis.
- 7.5.5 Partner Leave is inclusive of public holidays. For Teachers, Partner Leave will be exclusive of any paid school vacation which may fall during the leave.
- 7.5.6 Nothing in this clause reduces the right of an Employee to take unpaid parental leave in accordance with the *Fair Work Act 2009*.
- 7.5.7 For the avoidance of doubt, an Employee is entitled to leave under clause 7.4 or clause 7.5 in relation to the birth or adoption of a child, but not both.

## **7.6 Application for extension of parental leave or part-time work**

- 7.6.1 Any application made by an Employee for an extension of parental leave must:
- (a) for Academic Staff, be made to the Employer in writing at least one School term before the initial period of parental leave ends;
  - (b) for Professional Staff, be made to the Employer in writing at least six weeks before the initial period of parental leave ends;
  - (c) state that it is an application for an extension of parental leave;
  - (d) state the requested dates of the extension;
  - (e) state the impact the refusal may have on the Employee and the Employee's dependant; and
  - (f) be accompanied by a statutory declaration from the Employee stating that the Employee is seeking the extension to continue to be the child's primary caregiver.
- 7.6.2 Any application made by an Employee to return to work on a part-time basis following parental leave must:
- (a) for Academic Staff, be made to the Employer in writing at least one School term before the parental leave ends;
  - (b) for Professional Staff, be made to the Employer in writing at least six weeks before the



parental leave ends;

- (c) state that it is an application to return to work on a part-time basis and provide details of, and reasons for, the part-time arrangements sought;
- (d) state the impact any refusal may have on the Employee and the Employee's dependant;
- (e) be accompanied by a statutory declaration from the Employee stating that the Employee is seeking to work on a part-time basis so the Employee can continue to be the child's primary caregiver when not at work.

7.6.3 Requests made under this clause will be considered in accordance with clause 2.3 – 'Requests for Flexible Working Arrangements'.

## **7.7 Personal/carer's leave**

7.7.1 For each year of service with the Employer, a full-time Employee is entitled to 10 days of paid personal/carer's leave.

7.7.2 An Employee's entitlement to be paid personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.

7.7.3 An Employee may apply for an advance of personal/carer's leave entitlement up to a maximum of three days leave. A medical certificate supporting the claim is a minimum requirement. All applications must be made to the Principal so far as possible at least one week before the leave is due to be taken. Approval is at the sole discretion of the Principal.

7.7.4 An Employee must notify the School at the earliest practical opportunity (which may be a time after the leave has started), of the Employee's inability to attend work because of personal illness or injury. The Employee will also advise the School as far as possible, of the nature of the illness or injury, and the estimated duration of the absence. If the Employee is likely to be absent from work for a period greater than that originally notified to the School, the Employee must advise the School accordingly.

7.7.5 If the Employee's absence from work on account of illness exceeds two days, the Employee is required to produce to the School a medical certificate from a medical practitioner (or other evidence to the satisfaction of the School) specifying the nature of the illness and the period, or approximate period, during which the Employee will be unable to work.

7.7.6 Where an Employee has a record of recurring absences of personal/carer's leave, the School may, if it considers it appropriate, inform the Employee that in the event of future absences a certificate will be required from a qualified medical practitioner in respect of each period of personal/carer's leave taken for a period of six months thereafter.

7.7.7 Subject to the terms of this Agreement, there is no restriction on the amount of accrued personal/carer's leave that an Employee may take at any one time, subject to clause 7.7.5.

7.7.8 Unused personal/carer's leave will accumulate from year to year but will not be paid out on termination of employment.

## **7.8 Compassionate leave**

7.8.1 Each Employee may access two days compassionate leave for each permissible occasion when:

- (a) a member of the Employee's Immediate Family or a member of the Employee's household:
  - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or

- (ii) sustains a personal injury that poses a serious threat to his or her life; or
- (iii) dies; or
- (b) a child is stillborn, where the child would have been a member of the Employee's Immediate Family, or a member of the Employee's household, if the child had been born alive; or
- (c) the Employee, or the Employee's spouse or de factor partner, has a miscarriage.
- (d) Clause 7.8.1(c) does not apply:
  - (i) if the miscarriage results in a stillborn child; or
  - (ii) to a former spouse, or former de factor partner, of the Employee.

7.8.2 In addition to the two days compassionate leave entitlement at clause 7.8.1, an Employee may access an additional day of leave in relation to a permissible occasion outlined at clause 7.8.1 (a)(iii), (b) or (c) (i.e. on the loss of a member of their Immediate Family or household, if their child is stillborn, or a miscarriage occurs).

7.8.3 For Employees other than casual Employees, the leave under clause 7.8.1 and 7.8.2 will be paid leave.

7.8.4 Notice and evidence requirements for accessing leave outlined in this clause 7.8 will be in accordance with the requirements relating to compassionate leave under the NES (sections 104 to 105, and 107 of the *Fair Work Act 2009*).

## **7.9 School special leave**

7.9.1 The School recognises that from time to time Employees require leave from their normal duties owing to urgent personal circumstances. As such Employees (other than casual Employees) may access school special leave up to five paid days in any calendar year of service.

7.9.2 School special leave need not be taken in whole days. Unused leave shall not accumulate from year to year and will not be paid out on termination of employment.

7.9.3 School special leave is intended to be accessed in circumstances where the Employee does not have access to another form of paid leave in order to cover the duration of their absence (partially or completely).

7.9.4 School special leave is provided, subject to the discretion of the Principal, for reasons such as, but not limited to:

- (a) additional personal/carer's leave (including for reproductive health purposes);
- (b) additional compassionate leave;
- (c) family-related and personal matters that fall during working hours and cannot be re-scheduled;
- (d) study leave; and
- (e) leave that is required to be taken directly due to a declared public health emergency under section 319 of the *Public Health Act 2005* (Qld) (e.g. health pandemic).

7.9.5 School special leave must be approved prior to an Employee taking such leave, with such approval to be at the Principal's discretion. In circumstances where pre-approval is not possible (e.g. unanticipated personal/carer's leave) the Employee will make an application for school special leave as soon as possible following their commencement of such leave.

## **7.10 Domestic and Family Violence Leave**

7.10.1 The School is committed to supporting an Employee who is experiencing domestic and family violence and will provide 10 days per year non-cumulative paid leave in accordance with the NES in order to address related matters including, but not limited to:

- (a) attending medical and/or counselling appointments;
- (b) sourcing alternative accommodation;
- (c) accessing legal advice;
- (d) attending legal proceedings;
- (e) organising alternative care for members of their immediate family or household;
- (f) organising alternative education arrangements for their children;
- (g) rebuilding support networks; and
- (h) other issues related to the domestic violence.

7.10.2 The leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and all reasonable requests will be approved.

7.10.3 Employees can also access existing entitlements for the above-mentioned purposes by notifying the School as soon as practicable and without the usual notice requirements. Employees may access this leave without having exhausted other forms of paid leave.

7.10.4 The School may request evidence to support the purposes of this leave.

7.10.5 Despite clause 7.10.4, the School acknowledges that Employees accessing such leave may experience difficulties in providing supporting documentation at short notice in some circumstances.

7.10.6 This leave may be taken in conjunction with the five days school special leave specified in clause 7.9 to give a total of 15 days paid leave. Any Employee accessing such school special leave in conjunction with this clause will notify the School as soon as practicable and will be exempt from the normal approval process relevant to this leave.

## **7.11 Long service leave**

7.11.1 All Employees, including casuals, shall be entitled to long service leave in accordance with the provisions of the *Industrial Relations Act 2016* (Qld) (as amended or replaced) and School policy subject to the following:

- (a) All Employees will accrue long service leave at the rate of 1.3 weeks per year of continuous service;
- (b) Employees are entitled to access their accrued long service leave after completing seven years of continuous service. An Employee is entitled to access subsequent leave, where that Employee has an entitlement of four weeks or more. All applications for leave will be in accordance with School policy;

- (c) An Employee who has completed at least seven years of continuous service is entitled to a proportionate payment for long service leave on the termination of the Employee's service;
- (d) Any period of long service leave taken by an Employee is exclusive of any public holiday(s), and/or paid leave periods;
- (e) An Employee may request a period of long service leave be re-credited where a period of illness of seven continuous days or more is experienced during long service leave and the request is accompanied by a medical certificate;
- (f) When an Employee has a period of long service leave re-credited under clause 7.11.1(e) the actual period of absence from work will not be extended unless agreed to upon written application;
- (g) Professional Staff who are term-time Employees may access accrued long service leave during periods of unpaid leave, including school vacations; and
- (h) For Academic Staff, long service leave will usually be taken in full term blocks. However, in exceptional circumstances the Principal may approve an application for a period of less than four weeks long service leave.

## **7.12 Taking excessive long service leave**

- 7.12.1 In the event that an Employee has an excessive long service leave accrual, the Employer may confer with the Employee and genuinely try to reach agreement on how to reduce or eliminate the excessive long service leave accrual.
- 7.12.2 An Employee is considered to have excessive long service leave accrual if the Employee has accrued more than 14 weeks' long service leave.
- 7.12.3 If the Employer has genuinely tried to reach agreement with the Employee but is unable to, the Employer may require the employee to take one or more periods of long service leave.
- 7.12.4 Any requirement by the Employer to take excess long service leave:
  - (a) must be in writing;
  - (b) must not result in the Employee's remaining accrued entitlement to long service leave being less than 10 weeks;
  - (c) must not require the Employee to take any period of long service leave of less than four weeks; and
  - (d) must not require the Employee to take a period of long service leave that begins less than 12 months after the written requirement is made.

## **7.13 Application to have long service leave paid out**

- 7.13.1 An Employee who has at least 10 years' continuous service may request that part of their long service leave entitlement be paid out, either in part or in full by giving at least four weeks' notice. Approval of such a request is subject to the discretion of the Principal and the following:
  - (a) an application to have long service leave paid out, may only be initiated by the Employee;
  - (b) the Employee must make the application in writing;
  - (c) an application to have long service leave paid out must be for a minimum of four weeks' entitlement;

- (d) the long service leave entitlement paid out will be subject to a corresponding deduction from the Employee's accrued long service leave balance; and
- (e) the long service leave entitlement will be paid out at the rate applicable to the Employee at the time of payment.

## **7.14 Statutory holidays**

- 7.14.1 This clause 7.14 does not apply to the attendance of Employees on a public holiday, on co-curricular activities, including School-related tours and trips, conferences, sporting or other activities approved by the School, to other States or overseas, and undertaken by mutual consent.
- 7.14.2 An Employee required to work on Good Friday, Labour Day, Christmas Day, Anzac Day, New Years' Day, Australia Day, Easter Saturday, Easter Monday, the King's Birthday, Brisbane Show Day and Boxing Day or any day appointed to be kept in place of any such holiday, will be paid for at the rate of double time and a half with a minimum of four hours. This clause does not apply to Employees who are part of a school tour in accordance with clause 7.14.1.
- 7.14.3 The Employer, with the agreement of the Employee, may substitute another day for a statutory holiday.
- 7.14.4 An Employee who is required to work on a statutory holiday may agree with the School to:
  - (a) be paid for that day at the rate prescribed by clause 7.14.2 for the particular holiday; or
  - (b) be paid for that day at the Employee's ordinary rate and be given a day off in lieu.
- 7.14.5 If an Employee subsequently works on the day that was intended to be taken in lieu in accordance with clause 7.14.4(b), the Employee shall be paid for that day as if it was a statutory holiday in accordance with clause 7.14.2.
- 7.14.6 If on the termination of the Employee's employment, a day off in lieu in accordance with clause 7.14.4(b) remains owing to the Employee, the School will pay the Employee for the day in lieu not taken at the rate set out in clause 7.14.4(a).

## **7.15 Jury service**

- 7.15.1 An Employee, other than a casual Employee, required to attend for jury service during their ordinary working hours will be paid their ordinary pay for the time the Employee was absent on jury service. Fees (other than any meal allowance) received by the Employee to attend jury service, will be paid to the Employer.

## **7.16 Workplace education leave**

- 7.16.1 As part of the Schools' Professional Development program, an Employee shall be entitled to apply for leave to attend courses or seminars of an industrial or professional nature conducted by a Union bound by this Agreement.
- 7.16.2 An Employee shall be granted up to three working days leave (non-cumulative) on ordinary pay to attend such courses or seminars. No more than two Employees shall be released to attend a course or seminar at the same time.
- 7.16.3 The Employee shall provide one month's notice of their intention to take this leave.
- 7.16.4 The granting of such leave shall be subject to the reasonable convenience of the School, provided that requests for such leave will not be unreasonably withheld.

## **7.17 Delegates Rights**

- 7.17.1 This clause is in addition to clause 7.16.1 Workplace education leave of this Agreement.
- 7.17.2 For the purposes of this clause, the following definitions apply:
- (a) 'Union delegate/representative' is a person appointed or elected, in accordance with the rules of an employee organisation, to be a delegate or representative (however described) for members of the organisation who work in a particular enterprise.
  - (b) 'Employee organisation' has meaning given by section 12 of the Act (see also clause 1.8(n) (definition of Union) of this Agreement.)
  - (c) 'Enterprise' has meaning given by section 12 of the Act.
- 7.17.3 Union delegates/representatives are protected by section 350A of the Act.
- 7.17.4 A Union delegate/representative is entitled to:
- (a) Represent the industrial interests of members and/or potential members of the Union, including in disputes with the Employer. This entitlement does not impinge on an Employee's right to choose their own representative in accordance with Part 5 – Dispute Resolution.
  - (b) Communicate with members/potential members on industrial and collective bargaining issues during working hours or work breaks, or before the start or after the end of work
  - (c) Meet with members and/or potential members, with a Union delegate/representative being able to schedule two (2) meetings per semester of up to two (2) hours in duration to discuss relevant professional and/or industrial matters/issues. The timing of such a meeting will be agreed in consultation with the relevant Union delegate/representative at the workplace and the Principal.
  - (d) Three paid leave days per annum (non-cumulative) during their ordinary hours of work to undertake approved Union delegate/representative training related to representation of the industrial interests outlined in 7.17.4(a) and (b). Such training will be notified by the Union with at least four weeks' notice. For clarity, this provision is available for one Union delegate/representative per 50 eligible employees and is inclusive of the entitlement at Clause 7.16 Workplace education leave.
  - (e) Have reasonable access to workplace facilities and/or equipment for the purposes of carrying out their Union delegate/representative responsibilities.
- 7.17.5 Otherwise, in determining what is reasonable in respect to clause 7.17.4, regard must be had to the following:
- (a) the size and nature of the Enterprise; and
  - (b) the resources of the Employer; and
  - (c) the facilities available at the Enterprise.
- 7.17.6 Before seeking to exercise an entitlement outlined in this clause, a Union delegate//representative is to provide the Employer written notice and evidence of their appointment or election as a Union delegate/representative.
- 7.17.7 An Employee who ceases to be a Union delegate/representative must give written notice of this to the Employer as soon as practicable.
- 7.17.8 A Union delegate/representative's entitlements under clause 7.17.4 are subject to the conditions that the Union delegate/representative must:

- (a) comply with their duties and obligations as an Employee;
- (b) comply with the reasonable policies and procedures of the Employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
- (c) not hinder, obstruct or prevent the normal performance of work; and
- (d) not hinder, obstruct or prevent employees exercising their rights to freedom of association.

7.17.9 Clause 17.1.4(b) does not require the Employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.

## **7.18 Emergency and Natural Disaster Leave**

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

7.18.2 Employees will assist with keeping the School open to support students, families and the community and to provide continuity of teaching/learning as far as is feasible and safe to do so. They will attend work unless prevented by circumstances described in clause 7.18.3 or are otherwise on approved leave. Subject to clause 7.18.3, Employees may be asked to assist with preparing for reopening of the damaged School.

7.18.3 Subject to the Principal being satisfied that the absence is unavoidable or justified, an Employee who is prevented from attending the School because of floods, cyclonic disturbances, severe storms, or bush-fires (or any other comparable natural disaster) will be granted a maximum of three days per calendar year non-cumulative paid leave, provided any of the following circumstances also apply:

- (a) when the Employee has experienced extreme loss associated with the loss and/or damage to property of the Employee; or
- (b) where the Employee must, of necessity, remain at home to safeguard the Employee's family or property; or
- (c) where the Employee must remain at home to have temporary repairs effected, restore or replace essential belongings, complete necessary clean-up for safety reasons or to enable occupation of the Employee's residence; or
- (d) where an Employee must remain at home because transport services and facilities are significantly disrupted or discontinued due to weather or flood conditions; or
- (e) where the Employee is away from their usual residence and is unavoidably delayed in returning to the School due to identified and specific disruptions to transport services and facilities; or
- (f) where the Employee is required to return home before the Employee's usual ceasing time to ensure personal safety, the protection of the Employee's family and property or because the availability of transport services and facilities are likely to be significantly disrupted or discontinued due to weather or flood conditions.

7.18.4 Access to the leave as in clause 7.18.3 will be coordinated by the Principal (or their representative).

7.18.5 The Principal (or their representative) will make every effort to clarify contact and communication procedures to be used at times of emergencies.

7.18.6 The School may consider additional paid leave in exceptional circumstances or where an Employee is affected by more than one disaster or emergency in any year.

7.18.7 **Community Service Leave for attendance at emergencies**

- (a) An Employee who engages in a voluntary emergency management activity will be entitled to be absent from work in accordance with the NES.
- (b) Unpaid leave for training that is related to a voluntary emergency management activity may be granted at the School's discretion.



## **PART 8 - PROFESSIONAL DEVELOPMENT**

### **8.1 Professional Development and Training**

- 8.1.1 Approved (directed) professional development and training includes online or e-learning sessions.

### **8.2 Recognition of Professional Excellence**

- 8.2.1 The Recognition of Professional Excellence Program is available to all Employees other than those engaged on a fixed or maximum term, or casual basis who have worked for the School for at least two years and who are covered by this Agreement.
- 8.2.2 Successful applicants may be eligible for, at the Principal's sole discretion, a one-off payment in recognition of the Employee's exemplary performance. Eligible Employees may apply once annually. The level of financial reward is at the discretion of the Principal, based on the individual's application and panel recommendation. The application process, procedures for identification, determination and review are described in the School's Recognition of Professional Excellence policy.
- 8.2.3 The parties to this Agreement are committed to equity in Employee access to this program and its successful implementation. The Staff Consultative Committee may provide feedback to the Principal on an annual basis in relation to identifying refinements and improvements to the program.

### **8.3 Preparation for and conclusion of the academic year**

- 8.3.1 In recognition of Employees' commitment to the School, the School is committed to maximising the amount of time available for professional development, without minimising the time available for the teaching of students.
- 8.3.2 The parties acknowledge that the School has implemented the timetable arrangements for student free periods during term time. In return, the School may schedule Employee attendance in the week before and the week after the Students' academic school year for a range of professional activities; the total number of days scheduled per year shall not exceed five days, each referred to as a "Staff Day".
- 8.3.3 Where a whole Academic Staff professional development activity is scheduled (e.g. keynote speaker) in the weeks before and/or after the academic school year, up to two additional days may be scheduled in any one year. This applies to full-time and part-time Employees.
- 8.3.4 As part of the School's commitment to enhancing the knowledge base of Employees through the provision of both internal and external professional development and training, a provision shall be made for self-directed (individual or collaborative) professional activities of (approximately) one third of the time on those five Staff Days scheduled during the school year. This allocation will not coincide with additional School organised professional development as directed by senior and/or middle management and may be averaged across the school year.
- 8.3.5 Self-directed (individual or collaborative) professional activities shall include but not be limited to:
- (a) Subject specific professional development;
  - (b) Subject team planning, preparation and/or evaluation of units of work; or
  - (c) Individual planning, preparation and checking reports.

- 8.3.6 Professional activities may in addition be planned by Middle Managers which may include but not be limited to:
- (a) Department or Faculty meetings;
  - (b) House Group Teacher meetings;
  - (c) Subject specific professional development; or
  - (d) Subject team planning, preparation and/or evaluation of units of work.
- 8.3.7 The Staff Consultative Committee may make recommendations to the Principal regarding the content and timing of the professional development and administration days, to supplement other recommendations received through the School's academic committees and senior management.

**PART 9 - SIGNATORIES**

Signed for and on behalf of The Trustees of the Brisbane Girls Grammar School:

**Full name:** Ms Jacinda Euler

**Address:** c/o 70 Gregory Terrace, Brisbane QLD 4000

**Position:** Principal

**Explanation of Authority to sign this Agreement:** The above person is authorised by the Employer to sign this Agreement on its behalf

**Signed:**  .....

**Date:** 26/7/24 .....

Signed for and on behalf of the Independent Education Union of Australia – Queensland and Northern Territory Branch:

**Full name:** REBECCA SISSON .....

**Address:** c/o 346 Turbot Street, Spring Hill Q 4000

**Position:** ASSISTANT SECRETARY / TREASURER .....

**Explanation of Authority to sign this Agreement:** The above union is a bargaining representative in accordance with Chapter 2, Part 2-4, Division 3 of the *Fair Work Act 2009* (Cth)

**Signed:**  .....

**Date:** 26/07/2024 .....

Signed for and on behalf of the Queensland Nurses and Midwives' Union of Employees

**Full name:** Sarah Beaman .....

**Address:** 106 Victoria Street, West End QLD 4101

**Position:** Secretary .....

**Explanation of Authority to sign this Agreement:** The above union is a bargaining representative in accordance with Chapter 2, Part 2-4, Division 3 of the *Fair Work Act 2009* (Cth)

**Signed:**  .....

**Date:** 02/08/2024 .....

## PART 10 - WAGES SCHEDULE

10.1.1 The minimum wage rates applicable to the Academic Staff covered by this Agreement are as follows:

ACADEMIC STAFF								
	From the first pay period on or after the commencement of the Agreement (if before 1 January 2025)		From the first pay period on or after 1 January 2025 5.5% increase		From the first pay period on or after 1 January 2026 4.0% increase		From the first pay period on or after 1 January 2027 4.0% increase	
	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual
<b>Teacher</b>								
Step 1	\$3,356.44	\$87,566	\$3,541.03	\$92,382	\$3,682.66	\$96,077	\$3,829.97	\$99,920
Step 2	\$3,542.67	\$92,425	\$3,737.51	\$97,508	\$3,887.04	\$101,409	\$4,042.51	\$105,465
Step 3	\$3,729.04	\$97,287	\$3,934.15	\$102,638	\$4,091.49	\$106,743	\$4,255.17	\$111,013
Step 4	\$3,914.96	\$102,137	\$4,130.28	\$107,755	\$4,295.49	\$112,065	\$4,467.29	\$116,547
Step 5	\$4,102.00	\$107,017	\$4,327.61	\$112,903	\$4,500.71	\$117,419	\$4,680.75	\$122,116
Step 6	\$4,257.24	\$111,067	\$4,491.39	\$117,176	\$4,671.05	\$121,863	\$4,857.87	\$126,737
Step 7	\$4,412.85	\$115,127	\$4,655.56	\$121,459	\$4,841.77	\$126,317	\$5,035.46	\$131,370
Step 8	\$4,568.10	\$119,177	\$4,819.35	\$125,732	\$5,012.11	\$130,761	\$5,212.58	\$135,991
Step 9	\$4,723.39	\$123,228	\$4,983.17	\$130,006	\$5,182.49	\$135,206	\$5,389.78	\$140,614
<b>Middle Managers (Academic Directors and Heads of House)</b>								
Level 1	\$5,304.68	\$138,394	\$5,596.46	\$146,006	\$5,820.31	\$151,846	\$6,053.13	\$157,920
Level 2	\$5,481.41	\$143,004	\$5,782.86	\$150,869	\$6,014.18	\$156,904	\$6,254.74	\$163,180
Level 3	\$5,640.47	\$147,154	\$5,950.67	\$155,247	\$6,188.70	\$161,457	\$6,436.28	\$167,916
Level 4	\$5,817.28	\$151,767	\$6,137.22	\$160,114	\$6,382.73	\$166,519	\$6,638.05	\$173,180
Level 5	\$6,015.31	\$156,933	\$6,346.12	\$165,564	\$6,599.98	\$172,187	\$6,863.97	\$179,074
Level 6	\$6,153.29	\$160,533	\$6,491.70	\$169,362	\$6,751.39	\$176,137	\$7,021.43	\$183,182
<b>PAR 2 (Head of Department and Academic Manager)</b>								
Level 1	\$4,962.35	\$129,463	\$5,235.27	\$136,583	\$5,444.71	\$142,047	\$5,662.50	\$147,729
Level 2	\$5,072.94	\$132,348	\$5,351.95	\$139,627	\$5,566.02	\$145,212	\$5,788.68	\$151,021
Level 3	\$5,182.89	\$135,216	\$5,467.94	\$142,653	\$5,686.65	\$148,359	\$5,914.10	\$154,293
Level 4	\$5,293.02	\$138,090	\$5,584.15	\$145,685	\$5,807.51	\$151,512	\$6,039.83	\$157,573
Level 5	\$5,403.74	\$140,978	\$5,700.95	\$148,732	\$5,928.97	\$154,681	\$6,166.12	\$160,868
<b>PAR 1 (Head of Subject / Special Project)</b>								
Level 1	\$142.82	\$3,726	\$150.67	\$3,931	\$156.70	\$4,088	\$162.97	\$4,252
Level 2	\$213.81	\$5,578	\$225.57	\$5,885	\$234.59	\$6,120	\$243.97	\$6,365
Level 3	\$284.71	\$7,428	\$300.38	\$7,837	\$312.39	\$8,150	\$324.89	\$8,476
Level 4	\$356.23	\$9,294	\$375.84	\$9,805	\$390.87	\$10,197	\$406.50	\$10,605
Level 5	\$427.26	\$11,147	\$450.77	\$11,760	\$468.80	\$12,230	\$487.55	\$12,720
<b>Common Co-curricular Rates</b>								
Level 1.0	\$71.59	\$1,861	\$75.51	\$1,963	\$78.53	\$2,042	\$81.68	\$2,124
Level 1.1	\$143.31	\$3,726	\$151.19	\$3,931	\$157.24	\$4,088	\$163.53	\$4,252
Level 1.2	\$214.54	\$5,578	\$226.34	\$5,885	\$235.39	\$6,120	\$244.81	\$6,365
Level 1.3	\$285.68	\$7,428	\$301.41	\$7,837	\$313.46	\$8,150	\$326.00	\$8,476
Level 1.4	\$357.45	\$9,294	\$377.12	\$9,805	\$392.21	\$10,197	\$407.90	\$10,605
Level 1.5	\$428.73	\$11,147	\$452.31	\$11,760	\$470.40	\$12,230	\$489.22	\$12,720

	From the first pay period on or after the commencement of the Agreement (if before 1 January 2025)		From the first pay period on or after 1 January 2025 5.5% increase		From the first pay period on or after 1 January 2026 4.0% increase		From the first pay period on or after 1 January 2027 4.0% increase	
	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual
<b>Internal Lead Teacher Rates</b>								
	\$156.95	\$4,094.72	\$165.58	\$4,320	\$172.21	\$4,493	\$179.10	\$4,672
<b>Certified Highly Accomplished Teacher Rates</b>								
	N/A	N/A	\$5,288.17	\$137,963	\$5,499.69	\$143,482	\$5,719.69	\$149,221
<b>Certified Lead Teacher Rates</b>								
	N/A	N/A	\$5,773.16	\$150,616	\$6,004.09	\$156,641	\$6,244.24	\$162,906

10.1.2 The minimum wage rates applicable to the Professional Staff covered by this Agreement are as follows:

<b>PROFESSIONAL STAFF</b>								
	From the first pay period on or after the commencement of the Agreement (if before 1 January 2025)		From the first pay period on or after 1 January 2025 5.5% increase		From the first pay period on or after 1 January 2026 4.0% increase		From the first pay period on or after 1 January 2027 4.0% increase	
	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual
<b>Level 1</b>								
Step 1	\$2,322.59	\$60,594	\$2,450.34	\$63,927	\$2,548.35	\$66,484	\$2,650.27	\$69,143
Step 2	\$2,376.18	\$61,992	\$2,506.88	\$65,402	\$2,607.15	\$68,018	\$2,711.45	\$70,739
Step 3	\$2,428.28	\$63,352	\$2,561.85	\$66,836	\$2,664.30	\$69,509	\$2,770.86	\$72,289
<b>Level 2</b>								
Step 1	\$2,481.74	\$64,746	\$2,618.23	\$68,307	\$2,722.95	\$71,039	\$2,831.88	\$73,881
Step 2	\$2,534.20	\$66,115	\$2,673.58	\$69,751	\$2,780.52	\$72,541	\$2,891.76	\$75,443
Step 3	\$2,606.98	\$68,014	\$2,750.39	\$71,755	\$2,860.40	\$74,625	\$2,974.82	\$77,610
<b>Level 3</b>								
Step 1	\$2,701.83	\$70,488	\$2,850.44	\$74,365	\$2,964.47	\$77,340	\$3,083.06	\$80,434
Step 2	\$2,824.61	\$73,691	\$2,979.95	\$77,744	\$3,099.16	\$80,854	\$3,223.12	\$84,088
Step 3	\$2,903.66	\$75,754	\$3,063.36	\$79,920	\$3,185.90	\$83,117	\$3,313.35	\$86,442
<b>Level 4</b>								
Step 1	\$2,956.67	\$77,137	\$3,119.32	\$81,380	\$3,244.09	\$84,635	\$3,373.84	\$88,020
Step 2	\$3,035.64	\$79,197	\$3,202.61	\$83,553	\$3,330.71	\$86,895	\$3,463.95	\$90,371
Step 3	\$3,114.69	\$81,259	\$3,285.98	\$85,728	\$3,417.42	\$89,157	\$3,554.10	\$92,723
<b>Level 5</b>								
Step 1	\$3,220.61	\$84,023	\$3,397.75	\$88,644	\$3,533.67	\$92,190	\$3,675.04	\$95,878
Step 2	\$3,299.76	\$86,087	\$3,481.24	\$90,822	\$3,620.49	\$94,455	\$3,765.30	\$98,233
Step 3	\$3,379.13	\$88,158	\$3,564.99	\$93,007	\$3,707.58	\$96,727	\$3,855.88	\$100,596
<b>Level 6</b>								
Step 1	\$3,486.04	\$90,947	\$3,677.76	\$95,949	\$3,824.87	\$99,787	\$3,977.85	\$103,778
Step 2	\$3,675.72	\$95,896	\$3,877.88	\$101,170	\$4,033.00	\$105,217	\$4,194.33	\$109,426
Step 3	\$3,866.08	\$100,862	\$4,078.69	\$106,409	\$4,241.83	\$110,665	\$4,411.51	\$115,092
Step 4	\$4,059.22	\$105,901	\$4,282.49	\$111,726	\$4,453.79	\$116,195	\$4,631.95	\$120,843
Step 5	\$4,245.05	\$110,749	\$4,478.52	\$116,840	\$4,657.67	\$121,514	\$4,844.00	\$126,375
<b>Level 7</b>								
Minimum salary	\$4,302.45	\$112,247	\$4,539.12	\$118,421	\$4,720.69	\$123,158	\$4,909.50	\$128,084

<b>OUTDOOR EDUCATION EMPLOYEES</b>								
	From the first pay period on or after the commencement of the Agreement (if before 1 January 2025)		From the first pay period on or after 1 January 2025 5.5% increase		From the first pay period on or after 1 January 2026 4.0% increase		From the first pay period on or after 1 January 2027 4.0% increase	
	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual
<b>Level 4</b>								
Step 1	\$2,956.67	\$77,137	\$3,119.32	\$81,380	\$3,244.09	\$84,635	\$3,373.84	\$88,020
Step 2	\$3,035.64	\$79,197	\$3,202.61	\$83,553	\$3,330.71	\$86,895	\$3,463.95	\$90,371
Step 3	\$3,114.69	\$81,259	\$3,285.98	\$85,728	\$3,417.42	\$89,157	\$3,554.10	\$92,723
<b>Level 5</b>								
Step 1	\$3,220.61	\$84,023	\$3,397.75	\$88,644	\$3,533.67	\$92,190	\$3,675.04	\$95,878
Step 2	\$3,299.76	\$86,087	\$3,481.24	\$90,822	\$3,620.49	\$94,455	\$3,765.30	\$98,233
Step 3	\$3,379.13	\$88,158	\$3,564.99	\$93,007	\$3,707.58	\$96,727	\$3,855.88	\$100,596

<b>BUILDING AND MAINTENANCE STAFF</b>								
	From the first pay period on or after the commencement of the Agreement (if before 1 January 2025)		From the first pay period on or after 1 January 2025 5.5% increase		From the first pay period on or after 1 January 2026 4.0% increase		From the first pay period on or after 1 January 2027 4.0% increase	
	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual
Minimum salary	\$2,590.44	\$67,582	\$2,732.91	\$71,299	\$2,842.23	\$74,151	\$2,955.92	\$77,117

<b>MISCELLANEOUS WORKS</b>								
	From the first pay period on or after the commencement of the Agreement (if before 1 January 2025)		From the first pay period on or after 1 January 2025 5.5% increase		From the first pay period on or after 1 January 2026 4.0% increase		From the first pay period on or after 1 January 2027 4.0% increase	
	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual
<b>Level 1</b>								
Step 1	\$2,116.58	\$55,220	\$2,233.01	\$58,257	\$2,322.32	\$60,587	\$2,415.19	\$63,010
Step 2	\$2,209.86	\$57,653	\$2,331.40	\$60,824	\$2,424.66	\$63,257	\$2,521.64	\$65,787
Step 3	\$2,275.06	\$59,354	\$2,400.17	\$62,618	\$2,496.19	\$65,123	\$2,596.04	\$67,728
Step 4	\$2,372.14	\$61,887	\$2,502.63	\$65,291	\$2,602.74	\$67,903	\$2,706.85	\$70,619

10.1.3 The minimum wage rates applicable to Nurses covered by this Agreement are as follows:

<b>NURSES</b>								
	From the first pay period on or after the commencement of the Agreement (if before 1 January 2025)		From the first pay period on or after 1 January 2025 5.5% increase		From the first pay period on or after 1 January 2026 4.0% increase		From the first pay period on or after 1 January 2027 4.0% increase	
	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual
<b>Level 1</b>								
1.1	\$2,842.63	\$74,161	\$2,998.97	\$78,240	\$3,118.94	\$81,370	\$3,243.70	\$84,625
1.2	\$2,985.10	\$77,878	\$3,149.26	\$82,161	\$3,275.21	\$85,447	\$3,406.22	\$88,865
1.3	\$3,127.29	\$81,588	\$3,299.28	\$86,075	\$3,431.25	\$89,518	\$3,568.52	\$93,099
1.4	\$3,269.27	\$85,292	\$3,449.08	\$89,983	\$3,587.03	\$93,582	\$3,730.50	\$97,325
<b>Level 2</b>								
2.1	\$3,979.62	\$103,824	\$4,198.47	\$109,534	\$4,366.40	\$113,915	\$4,541.07	\$118,472
2.2	\$4,075.36	\$106,322	\$4,299.51	\$112,170	\$4,471.50	\$116,657	\$4,650.35	\$121,323
2.3	\$4,169.80	\$108,786	\$4,399.13	\$114,769	\$4,575.11	\$119,360	\$4,758.10	\$124,134
2.4	\$4,264.33	\$111,252	\$4,498.87	\$117,371	\$4,678.83	\$122,066	\$4,866.00	\$126,949

## **PART 11 - SCHEDULE FOR ACADEMIC STAFF**

### **11.1 Application**

- 11.1.1 The provisions of this Schedule apply to all Academic Staff who are employed at the School and whose classifications are contained in this Schedule.

### **11.2 Terms of Employment**

#### **11.2.1 Full- Time employment**

- (a) A full time Employee is an Employee who is engaged to work an average of 30 hours of duty per week.

#### **11.2.2 Part-time employment**

- (a) A part-time Employee is an Employee who is engaged to work less than a full teaching load per academic cycle and/or for less than the full school year, and who has reasonably predictable hours of work.
- (b) Where an Academic Staff member is employed on a part-time basis, they are entitled to be paid on a pro rata basis. This is calculated by dividing the number of teaching periods per cycle worked by the part-time Employee, by the total number of teaching periods per cycle taught by a full-time Employee with the same classification.
- (c) At the time of engagement, the Employer and the Employee will agree in writing to the Employee's normal pattern of work, including the days on which work is to be performed and where appropriate, the normal starting and finishing times for the Employee. Such agreement may be varied by mutual agreement between the Employer and Employee.
- (d) A part-time Academic Staff member will be allowed paid time for corrections, assessments, or evaluations at the rate of not less than one hour for every five hours of teaching time.

#### **11.2.3 Casual employment**

- (a) A Teacher may be employed on a casual basis to relieve a Teacher absent from duty or to meet a short-term staffing need.
- (b) A casual Academic Staff member will be paid an hourly rate equal to 1/53rd of the fortnightly rate for a full-time Employee in that position plus 25% for a minimum engagement of three hours (i.e. half a day) and a maximum period of 10 days of teaching in respect of any one engagement.
- (c) A casual Academic Staff member will be allowed paid time for corrections, assessments or evaluations not less than at the rate of one hour for every five hours of teaching time.

#### **11.2.4 Job share**

- (a) An Employee may make a request to job share their position under clause 2.3 of this Agreement – 'Requests for Flexible Working Arrangements'.
- (b) Requests must be in writing and must identify how the position is proposed to be divided between the Employees. If the request is accepted by the Employer, the Employer and the job share Employees will agree a mutually suitable division of work.
- (c) The salaries paid to the job share participants will be as set out in the Wages Schedule (Part 10) and pro rata based on the percentage division of the work.

- (d) Employees subject to job share arrangement under this clause will be entitled to pro rata benefits of annual leave, vacation periods, public holidays and all other accrued benefits for full- time Employees based on the percentage division of the work.
- (e) If the participating Employee is unable to attend work because of illness, the remaining Employee may volunteer to work this day(s). Where this occurs, that Employee will be paid the ordinary rate of pay for any additional hours worked.
- (f) Should either participating Employee leave the employment of the School, the remaining Employee may be offered the residue of the employment. If this offer is not accepted by the remaining Employee, the job share arrangement will be reviewed by the School to determine whether it is appropriate for the residual position to be advertised or the remaining Employee's role to be converted to a part-time position.

#### 11.2.5 Fixed or maximum term

- (a) An Employee may be appointed by the Employer to accommodate an identifiable short-term need.
- (b) For the purpose of this clause, 'short-term need' includes, but is not limited to:
  - (i) special projects;
  - (ii) special government grants;
  - (iii) the expansion of a subject or a program for a short-term or fixed or maximum period;
  - (iv) filling the position of an Employee who is on approved leave from the School; and
  - (v) filling a vacant position arising from a resignation where no suitable ongoing replacement Employee has been identified.
- (c) An Employee appointed for a fixed or maximum term will generally be employed for a period no greater than 12 months.
- (d) Subject to any requirements of the *Fair Work Act 2009*, the appointment may be for a period greater than 12 months in the following circumstances:
  - (i) if required for a special project;
  - (ii) to backfill a position for an Employee who is on leave for more than 12 months; or
  - (iii) where the identifiable short-term need continues to exist after the initial 12-month period.

If an identifiable short-term need exists beyond the initial 12-month appointment period, the fixed or maximum term appointment may be re-negotiated and extended.

### 11.3 Classification Levels for Academic Staff

11.3.1 The classification level at which a Teacher will commence will be determined by the School and will recognise the Teacher's past years of service completed in registered schools within Australia and such other teaching service as the School might choose to recognise.

- (a) A Graduate Teacher will be appointed at Step 1;



- (b) a Teacher will be appointed at Step 2 if:
  - (i) the Teacher has an approved bachelor's degree with first or second degree honours from a recognised university plus one year of teacher education; or
  - (ii) the Teacher has two approved degrees from a recognised university plus one year of teacher education; and
- (c) except as otherwise provided in this Schedule, progression from one salary step to a higher salary step for a Teacher will be by annual increment up to a maximum salary of Step 9 and subject to clauses 11.3.2 and 11.3.3.

11.3.2 Subject to the satisfactory conduct, diligence and efficiency of the Employee, where there is one minimum pay point for a classification level, an Employee will be eligible for movement to the next highest pay point within the classification level after:

- (a) each 12 month period for full-time Teachers;
- (b) 1000 teaching hours for part-time Teachers; and
- (c) 1200 teaching hours for casual Teachers.

11.3.3 Movement to the next pay point within a classification level will occur unless a review implemented by the Employer demonstrates that performance against the relevant classification descriptors has not been satisfactory.

#### **11.4 Recognition for Second Career Teachers**

11.4.1 The School recognises and appreciates the diverse range of skills and experiences that second career Teachers possess and the positive impact this may have on the quality of their teaching. Accordingly, a second career Teacher may apply to have their prior non-teaching experience recognised for the purposes of classification or progression.

11.4.2 Recognition will be in the form of an advancement to the Teacher's classification level.

11.4.3 A Teacher who seeks recognition under this clause must make an application for recognition of previous non-teaching experience within three months of the commencement of their Employment, which:

- (a) includes documentary evidence of their prior non-teaching experience; and
- (b) outlines the relevance of the prior non-teaching experience to the Teacher's current role.

11.4.4 As part of the School's onboarding/induction process, Teachers will be notified of the ability to make an application for recognition under this clause.

11.4.5 It is at the discretion of the Principal to accept the prior non-teaching experience as relevant to the Teacher's current role. Where recognition is approved, this will be confirmed in writing to the Employee.

#### **11.5 Middle Managers**

11.5.1 There is a special remuneration scale based on merit for Middle Managers. To qualify, the Middle Manager must be a permanent staff member, unless the Principal determines otherwise.

11.5.2 Allocation to a particular Middle Managers' remuneration level is based on performance reviews and at the discretion of the Principal. The level allocated is not necessarily permanent

and may be changed positively or negatively according to performance. It may also remain unchanged.

- 11.5.3 Remuneration levels are all inclusive and no additional loadings for co-curricular or other duties are payable. It is expected that all Middle Managers will demonstrate their leadership through supporting activities, events and programs of the School.
- 11.5.4 Where a Middle Manager co-ordinates a co-curricular program or other duties, the School shall ensure the classification level of the Middle Manager takes into account these added responsibilities.
- 11.5.5 Middle Managers receive a reduction in teaching load relevant to the manager's role and responsibilities as determined by the Principal. As a guide only, a Middle Manager may be granted up to a 40% reduction of a full teaching load as release time, in recognition of the additional responsibilities inherent in the promotional position.

## **11.6 Positions of Added Responsibility (PAR) 2**

- 11.6.1 A Head of Department (**HOD**) (PAR 2) is responsible for a subject or subjects, or an administrative area.
- 11.6.2 A HOD of a subject or subjects at PAR 2 level will be a highly competent classroom teacher with experience in curriculum development, programming and administering the relevant subject(s) usually across the School and often with particular emphasis on the senior years. A HOD may also have demonstrated the capacity to manage and mentor other staff teaching within the relevant subject/s, and carry out a leadership role for the subject external to the School, such as at QCA Quality Assurance or with professional associations.
- 11.6.3 A Head of an administrative area at PAR 2 level will, as a guide, have highly developed specialised skills relevant to the area of responsibility, such as in the discipline or technology, and demonstrate the capacity to contribute expertise at committee level.
- 11.6.4 Release time for a Teacher appointed to this classification shall be at the discretion of the Principal but will be guided by the following:
  - (a) the number of students enrolled in the subject/s;
  - (b) the amount of time the subject/s occupies in the weekly teaching program; and
  - (c) the number of teachers engaged in the teaching of the subject/s.
- 11.6.5 The School acknowledges the importance of considering the impacts that emerging events, activities, or requirements may have on staff. Potential flexibility or other interventions may be considered and/or introduced. Staff are able to raise relevant matters for the School's consideration through established committees or their line manager. Any adjustments to group or individual arrangements will be at the sole discretion of the School (including the duration of any such adjustments).
- 11.6.6 Release time is subject to requirements of the position of added responsibility and will be at the discretion of the Principal. If considered appropriate, a Teacher may be given up to a 20% reduction of a full-time teaching load as release time. This is in addition to the release time provided to a full-time classroom teacher.

## **11.7 Positions of Added Responsibility (PAR) 1**

- 11.7.1 A Head of Subject (**HOS**) (PAR 1) is a Teacher who is responsible for a subject, an area of specific development, or an activity.
- 11.7.2 As a guide, a Head of Subject at PAR 1 level shall be a classroom or Outdoor Education Teacher who, for example, is in charge of a weekly teaching program of a subject area or areas, a curriculum project, or a special activity which warrants additional recognition through

remuneration. Teachers appointed at this level will be usually either be new to the area of responsibility at the School and not yet have demonstrated a level of experience commensurate with a PAR 2 level, or the area they are in charge of is not considered a major responsibility, when compared (for example) to a core subject operating across the School.

- 11.7.3 Release time is not usually applicable at this level, but consideration may be given to release time in some circumstances at the discretion of the Principal. If considered appropriate, a Teacher may be given up to a 15% reduction of a full-time teaching load as release time. This is in addition to the release time provided to a full-time classroom teacher.

## **11.8 Remuneration - PARs**

- 11.8.1 Minimum rates of remuneration are set out in the Wages Schedule (Part 10). Higher rates of remuneration for staff undertaking promotional positions may be paid at the Principal's discretion.

- 11.8.2 Remuneration scales will be increased in accordance with any percentage salary increases reflected in this Agreement from time to time.

- 11.8.3 The allowances provided for PAR 1 as detailed in the Wages Schedule have an established relationship with the salary of a Step 9 Teacher, and the salary prescribed for PAR 1 Levels. Adjustments to PAR 1 allowances following wage determinations will maintain this relativity.

## **11.9 Progression within the band**

- 11.9.1 The Wages Schedule (Part 10) provides salary/allowance steps available to Teachers in promotional positions within a PAR level. Progression within the PAR level from one salary/allowance step to a higher salary/allowance step (where available) shall be by annual increment. However, no Employee shall be entitled to receive any increase in salary/allowance under this Schedule if the conduct, diligence and general efficiency of the Employee has been considered unsatisfactory by the Principal.

## **11.10 Appointment to a position of responsibility**

- 11.10.1 Appointment to a position of responsibility will be determined by the Principal, following a transparent selection process. The Principal shall have final responsibility and discretion for the assignment and tenure of positions. Continuity in a position of responsibility is subject to satisfactory performance and as such, the School's performance appraisal process will apply.

- 11.10.2 The level of positions and types of subjects occupying various levels shall be determined by the Principal, who may, at their discretion, consult with the Staff Consultative Committee. Where the Principal decides to consult with the Staff Consultative Committee, a representative of the relevant Union may be co-opted onto the Staff Consultative Committee.

## **11.11 Recognition of Internal Lead Teacher**

- 11.11.1 Internal Lead Teacher recognition will apply to Teachers who have demonstrated and met the Australian Professional Standards for Teachers (**APST**).

- 11.11.2 Teachers who are classified as Step 9 and have held the position for at least 12 months at the School and who do not hold an academic position of added responsibility (i.e. Middle Managers and PARs) are eligible for recognition as an Internal Lead Teacher. Any of these Teachers who receive a Co-Curriculum allowance are also eligible for recognition as an Internal Lead Teacher.

- 11.11.3 The assessment process will include participation in the annual Professional Review, along with other evidenced documentation that demonstrates the candidate's achievement of the APST Lead Teacher standards. The assessment will be undertaken by an appointment panel that will provide a recommendation to the Principal as to whether the candidate has demonstrated the Lead Teacher standards. This appointment panel will comprise the Deputy

Principal (Academic), Dean of Studies, Dean of Students, Director of Human Resources, and senior Academic staff member nominated by the applicant.

- 11.11.4 Teachers who attain Internal Lead Teacher status in accordance with this clause will receive an annual allowance as set out in the Wages Schedule, for the duration of their Internal Lead Teacher status.

## **11.12 Highly Accomplished and Lead Teachers**

- 11.12.1 A Teacher with full registration through the Queensland College of Teachers (**QCT**) who has successfully completed and holds current certification for Highly Accomplished Teacher (**HAT**) or Lead Teacher through a nationally recognised certifying authority will be eligible to receive HAT or Lead Teacher recognition under this Agreement (**Eligible Teacher**).

- 11.12.2 An Eligible Teacher will receive the applicable HAT or Lead Teacher salary contained in Wages Schedule (Part 10) of this Agreement for as long as their certification remains current.

- 11.12.3 Eligible Teachers must:

- (a) maintain the currency of their certification; and
- (b) provide original or certified copies of their documentation confirming their ongoing credentials to the School,

for the classification and salary to be continued.

- 11.12.4 If the Teacher's certification lapses or is revoked by the certifying authority, the Teacher will no longer be an Eligible Teacher and their salary will revert to the relevant salary commensurate to their years of relevant teaching experience under this Agreement.

- 11.12.5 The role and duties of an Eligible Teacher who obtains HAT or Lead Teacher certification will be identified and confirmed by consultation between the Principal and the Eligible Teacher, provided they are consistent with the Australian Institute for Teaching and School Leadership (**AITSL**) standards (as amended or replaced from time to time).

- 11.12.6 Any additional duties required by the School will be negotiated with the Eligible Teacher and are subject to the appropriate consideration of normal duties and the Teacher's capacity consistent with the parameters of Part 11 of this Agreement.

- 11.12.7 Recognising that HAT and Lead Teacher is a distinct classroom-based career pathway, a Teacher will not be able to access both a Middle Manager position or Position of Added Responsibility, and a HAT or Lead Teacher salary. Teachers who choose to occupy a Middle Manager position or Position of Added Responsibility who are also accredited as HAT or Lead Teacher will be paid the remuneration at the higher of:

- (a) the applicable Middle Manager position or Position of Added Responsibility; or
- (b) the HAT/Lead Teacher classification (as applicable),

but not both.

## **11.13 Hours of work**

- 11.13.1 The hours of duty for a full-time Teacher are 30 hours per week.

- 11.13.2 The maximum number of weeks that a Teacher will be required to attend during Term weeks and Non-term weeks will be 40 in each school year. In general, Teachers are not required to attend Non-term weeks (other than Staff Days and other activities requiring the Employee's attendance). These days are subject to the needs of the Employer with regard to professional development, planning, and administration.

- 11.13.3 The following circumstances are not included when calculating the 40 Employee attendance weeks:
- (a) co-curricular activities that are conducted outside the normal timetable e.g. on a weekend;
  - (b) School related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during Non-term weeks;
  - (c) when the Employee is appointed to a middle management position and is performing duties in Non-term weeks that are directly associated with the middle management position; and
  - (d) exceptional circumstances, such as the requirement to provide student care to students in the event of a tragedy in the School community, where an Employee may be recalled to undertake duties relating to their position.
- 11.13.4 The Employer will provide written notice of the Term weeks and days in Non-term weeks on which the Employees are required to attend, six months in advance of the requirement to attend.
- 11.13.5 The annual salary payable under this Agreement is paid in full satisfaction of an Employee's entitlements for the school year or a proportion of the school year. The Employee's absence from school during Non-term weeks is deemed to include their entitlement to annual leave.

#### **11.14 Release time**

11.14.1 A full-time classroom Teacher will be entitled to release time as follows:

- (a) For Senior School Teachers, at a minimum of 20% of the Employee's hours of duty (i.e. 20% of 30 hours); and
- (b) for Junior School Teachers, at a minimum of 10% of the Employee's hours of duty (i.e. 10% of 30 hours).

The primary purpose of release time shall be to undertake preparation and correction to effectively perform the role as Teacher.

11.14.2 The School will endeavour to minimise disruptions to the provision of release time by taking into account planned school events and activities. The School is committed to a range of internal procedures to ensure equity in release time and to address issues encountered by Academic Staff in the provision of their release time entitlement.

#### **11.15 Teaching load**

11.15.1 Teaching loads shall be deemed to include programmed teaching as well as programmed student care activities including House Group that require demonstrable preparation and identifiable follow-up relating to the care of students.

11.15.2 No full-time Senior School classroom Teacher will be allocated more than the equivalent of 37.5 out of a possible 50 lessons per fortnight.

11.15.3 Notwithstanding clause 11.15.2, the School is committed to ensuring that in normal circumstances a Senior School Teacher's full teaching load, in an academic year, will be no more than 35 lessons on average per fortnight. In an exceptional circumstance where a proposed teaching load exceeds 35 lessons per fortnight and a House Group, on average over the academic year, the School shall undertake consultation with the Teacher with a view to identifying measures to ameliorate any hours of duty or workload issues.

11.15.4 No full-time Junior School classroom Teacher will be allocated more than the equivalent of 80% of timetabled lessons per fortnight.

## **11.16 Other duties**

11.16.1 The remainder of the total quantum of duties, defined as 'other duties', that Academic Staff are required to undertake shall include, but are not limited to, the following:

- (a) playground, class and transport supervision;
- (b) staff meetings;
- (c) school assembly;
- (d) attendance at school for the required time before or after the school day;
- (e) parent/teacher interviews; and
- (f) the School Open day.

## **11.17 Morning tea breaks**

11.17.1 An Employee will be entitled to a paid morning tea break of 10 minutes.

## **11.18 Meal breaks**

11.18.1 An Employee will be entitled to an unpaid meal break of 30 consecutive minutes no later than five hours after commencing work.

11.18.2 The School shall endeavour to ensure that employees receive their unpaid meal break in an uninterrupted manner subject to timetable and supervision requirements. Timetable allocations before and after the meal break will be mindful of employees who have undertaken student supervision duties.

## **11.19 Co-curricular activities**

11.19.1 "**Co-curricular activities**" include the supervision of school sports, clubs and activities within the School, and other similar duties. Such duties shall be voluntary, honorary and arranged by agreement between Academic Staff members and the School.

11.19.2 The School acknowledges and appreciates that its Academic Staff volunteer on an honorary basis to provide co-curricular activities at the School. The School expects its Academic Staff to continue to volunteer for those activities.

11.19.3 The School will continue to assess all co-curricular activities to ensure equitable arrangements and recognition for staff, and maintain the established procedure for staff to request a review of individual circumstances to determine eligibility for additional recognition.

11.19.4 The Staff Consultative Committee will be consulted:

- (a) in the ongoing assessment of co-curricular activities, and will be convened as appropriate to review and consider any recommendations that may arise; and
- (b) prior to any changes being made to the procedure referred to in clause 11.19.3.

## **11.20 Co-curricular programs**

11.20.1 Those Employees who coach students in sporting activities and/or other co-curricular activities and who have formal coaching qualifications are to obtain an appropriate level of coaching accreditation in the relevant sport or activity. The Employee will be paid the appropriate coaches' rate as set by the School for the relevant sport for that level of accreditation.

- 11.20.2 The cost of obtaining coaching accreditation for a relevant activity will be shared equally between the Employer and the Employee.
- 11.20.3 Employees who are designated by the School as co-ordinators of co-curricular activities will receive an allowance as determined by the School. The senior staff member in charge of the co-curricular area will assess the scope of the activity, taking into consideration the number of people they are responsible for and the number of students involved in the activity.
- 11.20.4 Middle managers and senior staff are deemed to contribute to the co-curricular program as part of their leadership responsibilities and therefore do not receive an allowance for their involvement in the co-curricular program. However, where a Middle Manager co-ordinates a co-curricular program, the School will take into consideration the scope of the activity to determine an appropriate allowance.
- 11.20.5 The payment of a fortnightly co-curricular allowance will be made to appointed Teachers in accordance with the Wages Schedule (Part 10) and based on the following conditions:
- (a) The senior staff member in charge of the co-curricular area will recommend Employees for approved co-curricular programs to the Principal;
  - (b) The Principal, or delegate, will appoint Employees for the duration of the co-curricular activity;
  - (c) Employees will be paid an approved allowance for the activity from the commencement and for the duration of the co-curricular activity;
  - (d) In the event an Employee ceases to undertake the responsibilities of the co-curricular activity as was initially intended at the time of the appointment, the co-curricular allowance will cease to be paid; and
  - (e) At the end of the co-curricular activity, the co-ordinator of the activity will submit to the senior staff member in charge of the co-curricular area, a report of the co-curricular activity outcomes.

## **11.21 Curricular and co-curricular camps**

- 11.21.1 Academic Staff acknowledge that each academic year, certain Academic Staff are required by the School to:
- (a) attend the Memorial Outdoor Education Centre - Marrapatta (for example House Group Teachers and Subject Teachers for Years 7-10); and/or
  - (b) to organise and attend other curricular and/or co-curricular camps (e.g. Music, Rowing, Health Studies, Geography, etc.).
- 11.21.2 The School recognises the disruption to family commitments caused by Employees attending Marrapatta or any other facility as part of an official School camp or activity (excluding optional tours and camps). In recognition of this, the School will pay any member of Academic Staff who attend Marrapatta or any other facility, to supervise students and run programs, a sum of \$55.00 for each day that they are in attendance at the approved camp provided that the Employee on each occasion has stayed a minimum of two nights.
- 11.21.3 The School also recognises the additional planning and preparation required by main campus Academic Staff who attend overnight School Outdoor Education Program (OEP) camps. As such, any main campus Academic employee who attends OEP camps for three or four consecutive days may apply for a half day or full day release time respectively for planning and preparation. It is expected that this release time will be taken during the week prior to or after attending the camp. The Principal may approve alternative timing in exceptional circumstances.

11.21.4 In addition, for Outdoor Education Teachers, Fatigue Management Days will be allocated as follows:

- (a) For each Program where an Outdoor Education Teacher is rostered on as an active Supervisor / Employee on duty overnight, and that Outdoor Education Teacher then attends at least 75% of the overnights in this capacity, the Outdoor Education Teacher will receive a minimum of one Fatigue Management Day (**FMD**).
- (b) The FMD must be taken as soon as it is able to be rostered, and preferably within the week following the Program.
- (c) Where an FMD is taken, the Outdoor Education Teacher will be paid for the day but is not required to be onsite.
- (d) Outdoor Education Teachers may request a specific day to take as their FMD, and this request will be supported where possible. However, FMD's are intended to be used for health and safety reasons and Employer can direct Outdoor Education Teachers to take a FMD, where necessary.
- (e) FMDs are not able to be cashed out during employment and are not payable upon termination of employment.

## **11.22 Annual Leave**

11.22.1 Annual leave for Academic Staff is incorporated into their entitlement to paid vacation leave as provided for in this Schedule.

11.22.2 Academic Staff are deemed to take annual leave during Non-term weeks.

## **11.23 Payment of annual leave**

11.23.1 An Employee upon appointment will be paid as from the date upon which the Employee commenced employment. However, if the Employee has taught (or has been granted paid leave by the School) for each day of the school year, they shall be paid as for a full calendar year.

11.23.2 An Employee who ceases employment before completing 10 teaching weeks shall be paid in lieu of annual leave an amount equal to 1/12th of their ordinary pay for the period of employment.

11.23.3 An Employee who ceases employment after at least 10 teaching weeks shall be paid the proportion of the Teacher's annual salary of that year that the Employee's service (excluding school vacations) bears to a standard school year: Such proportion of salary shall be calculated on the salary which the Employee was receiving immediately before cessation of employment.

## **11.24 Annual leave loading**

11.24.1 An Employee who has taught (or has been granted paid leave) for each day of the school year, shall receive an annual leave loading equivalent to 17.5% of four weeks' salary calculated upon the salary which such Employee was receiving immediately before the end of the school year.

11.24.2 An Employee who commences employment after the beginning of a school year and:

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

shall be paid the proportion of the annual leave loading prescribed in clause 11.24.1 that the Employee's service (excluding school vacations) bears to a school year of 40 weeks.



11.24.3 An Employee who resigns or whose services are terminated by the Employer for some reason and who has taught for at least the full first school term shall be paid the proportion of the annual leave loading prescribed in clause 11.24.1 that the Employee's service (excluding school vacations) bears to a standard school year. This loading will be calculated upon the salary which the Employee was receiving immediately before cessation of employment.

## **11.25 Supervision of Teachers**

11.25.1 A Teacher in their first year of experience will participate in a supervision process of one year's duration. In certain circumstances the Teacher and the Employer may agree that the Teacher should participate in the supervision process for a further year.

11.25.2 The supervision process will be determined by the Employer or the Principal in consultation with the Teacher. The purpose of the supervision process is to assist the Teacher's professional development, which will be reviewed regularly throughout the year.

11.25.3 The Employer will provide a written statement to the Teacher outlining the Teacher's progress and development. The written statement will be provided at a time deemed appropriate by the Employer, but no later than four weeks before the end of the school year, and in any event prior to the submission of reports to the Queensland College of Teachers.

## **PART 12 - SCHEDULE FOR PROFESSIONAL STAFF**

### **12.1 Application**

- 12.1.1 The provisions of this Schedule shall apply to all Professional Staff who are employed at the school and for whom classifications and wages are contained in the Wages Schedule (Part 10).

### **12.2 Terms of Employment**

#### 12.2.1 Full - time employment:

- (a) A full-time Employee is an employee who is engaged to work an average of 38 ordinary hours per week.

#### 12.2.2 Part-time employment:

- (a) A part-time Employee is an Employee who is engaged to work less than 38 ordinary hours per week or an average of less than 38 hours per week and/or for less than the full school year and who has reasonably predictable or planned hours of work.
- (b) A part-time Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification.
- (c) A part-time Employee's entitlements under this Agreement will be calculated on a pro rata basis.
- (d) A part-time Employee will be engaged and paid for a minimum of four hours per working day, unless otherwise agreed between the Employer and the Employee.
- (e) Except as outlined in clause 12.5.2(d), at the time of engagement, the Employer and the Employee will agree in writing to the Employee's normal pattern of work, including the days on which work is to be performed and where appropriate, the normal starting and finishing times for the Employee. Such agreement may be varied by mutual agreement between the Employer and Employee.
- (f) A part-time Employee may volunteer or agree to work additional hours outside their normal pattern of work. Where this occurs, the Employee will be paid the ordinary rate of pay for any additional hours worked. However, if those additional hours are worked outside the spread of hours outlined in clause 12.4.4 or 12.5.2(c) in which case they will be overtime and paid for at the rates prescribed in clause 12.4.12 or 12.5.6 (as applicable).

#### 12.2.3 Casual employment:

- (a) A casual Employee will be engaged and paid for a minimum of two hours for each engagement.
- (b) A casual Employee will be paid an hourly rate of 1/38th of the weekly rate for the Employee's classification, plus 25%.
- (c) Casual employees may notify the Employer of their intention to convert their employment to ongoing part time or full-time employment (as appropriate) as required under the National Employment Standards.

#### 12.2.4 Transfer from part-time to full-time employment and vice versa

- (a) Where an Employee and the Employer agree in writing, part-time employment may be converted to full-time employment, and vice versa.

- (b) If an Employee transfers from full-time to part-time (or vice versa) all accrued entitlements will be maintained.
- (c) Following transfer to part-time employment, accrual of entitlements will occur in accordance with clause 12.2.2(c).

#### 12.2.5 Fixed or maximum term employment

- (a) An Employee may be appointed by the Employer to accommodate an identifiable short-term need.
- (b) For the purpose of this clause, short term need includes, but is not limited to:
  - (i) special projects;
  - (ii) special government grants;
  - (iii) the expansion of a subject or a program for a short term or fixed or maximum period;
  - (iv) filling the position of an Employee who is on approved leave from the School; and
  - (v) filling a vacant position arising from a resignation where no suitable ongoing replacement Employee has been identified.
- (c) An Employee appointed for a fixed or maximum term will generally be employed for a period no greater than 12 months.
- (d) Subject to any requirements of the *Fair Work Act 2009*, the appointment may be for a period greater than 12 months in the following circumstances:
  - (i) if required for a special project; or
  - (ii) to backfill a position for an Employee who is on leave for more than 12 months; or
  - (iii) where the identifiable short term need continues to exist after the initial 12 month period.

If an identifiable short term need exists beyond the initial 12 month appointment period, the fixed or maximum term appointment may be re-negotiated and extended.

### 12.3 Wages and Related Matters

12.3.1 The minimum wage rates applicable to Professional Staff are set out in the Wages Schedule (Part 10).

12.3.2 Incremental progression – Professional Staff:

- (a) Each step of the Professional Staff pay structure provides for yearly service increments within a level.
- (b) Such increments are payable subject to satisfactory performance of the Employee as assessed by the Employee's manager.
- (c) Progression to the next increment is not to be unreasonably withheld by the Employer without due process.

12.3.3 Salary review and progression to higher levels – Professional Staff:

- (a) Progression from one level to a higher level will be subject to:
  - (i) a position being available; and
  - (ii) satisfaction of the eligibility criteria for that level; and
  - (iii) a transparent selection process.
- (b) This process will include a job evaluation, an assessment of the Employee's current capability, performance, and satisfaction of the eligibility requirements for that level.
- (c) To ensure appropriate wage rates, relevant comparable industry wage rates will also be taken into account, along with internal wage relativity.

12.3.4 Junior Employees:

A junior employee appointed at classification level 1 or 2 is to be paid at the following percentage of the appropriate adult rate for the position performed.

<b>Age</b>	<b>% of adult rate</b>
Under 17 years of age	50
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age	90

**12.4 Hours of Work, Breaks and Overtime – Professional Staff other than Outdoor Education Employees**

12.4.1 This clause 12.4 applies to Professional Staff other than Outdoor Education Employees.

12.4.2 Hours of work: A full-time Employee's ordinary hours of work will be an average of 38 per week, and may be averaged in accordance with one of the following terms:

- (a) 38 hours in a work cycle not exceeding seven consecutive days;
- (b) 76 hours within a work cycle not exceeding 14 consecutive days;
- (c) 114 hours within a work cycle not exceeding 21 consecutive days; or
- (d) 152 hours within a work cycle not exceeding 28 consecutive days.

12.4.3 The ordinary hours of work shall not exceed 10 hours on any day. Where the ordinary hours are to exceed eight on any day, the arrangement of hours shall be subject to the agreement of the Employer and the Employee(s) concerned.

12.4.4 The ordinary hours of work may be worked on no more than five days in any seven days and may be worked as follows:

Area	Span of hours
School administration services, wellbeing services and nursing services	Monday to Friday, 7.00am to 6.00pm
School operational services	Monday to Saturday, 6.00am to 7.00pm

12.4.5 Where agreed between the Employer and Employee, or the Employer and the majority of Employees in a particular group, the span of hours may be varied by up to one hour.

12.4.6 Annualisation of Wages:

The School, and Employees who work less than a full year and who are required to take leave without pay during Non-term weeks (term-time Employees) may agree to have the Employee's pay averaged out over the full year. Such agreement will be in accordance with the School's Policy and will be:

- (a) recorded in writing; and
- (b) kept as part of the time and wages record.

12.4.7 Where an employee receiving an annualised salary undertakes approved additional hours, these hours will be calculated on the ordinary hourly rate usually applicable. The Employee will be paid for these hours in addition to the annualised salary as part of the normal pay cycle.

12.4.8 Where there are more than short term changes to the standard roster of hours, a new calculation of annualisation will occur.

12.4.9 The adjusted annual salary for an employee is calculated as follows:

Salary = f/time or p/time annual salary x working weeks + 4 weeks annual leave
52.18

12.4.10 Breaks between periods of duty

- (a) An Employee will be entitled to a minimum break of 10 consecutive hours between the end of the period of duty and the beginning of next.
- (b) If the Employer requires an Employee to continue or resume work without having a 10 hour break off duty, the Employee is entitled to be absent from duty without loss of pay until a 10 hour break has been taken, or be paid at overtime rates until released from duty.
- (c) The entitlements outlined in this clause 12.4.10(a) and (b) do not apply to an Employee attending a camp.

12.4.11 Rostered days off (**RDOs**)

- (a) In line with the School's RDO policy, the School will consider staff requests to access RDOs on a case by case basis, taking into account the nature of the Employee's position including the working hours required in that position, and the School's

operational requirements.

- (b) It is the intention of the parties to ensure equity and transparency in applications to access RDOs. An Employee's application to access RDOs must be in writing. If the application is refused, a response will be provided to the Employee in writing stating the reasons for the refusal.
- (c) Where an Employee is approved to access RDOs, the Employee will work 152 hours over 19 days in each four-week period and will receive one RDO on full pay in each such period. An Employee will not be entitled to any more than 12 RDOs in any 12 months of consecutive employment.
- (d) All RDOs must be taken within the School year in which they are accrued. In the event that any RDOs remain untaken on 31 December in any year, they will be paid out to the Employee at ordinary time rates.
- (e) If the Employer requires the Employee to work on a day that is an approved RDO, the Employee shall be paid at the rate of double time with a minimum payment of three hours worked.

#### 12.4.12 Overtime

- (a) This clause does not apply to Professional Staff who earn above the salaries set out in the Wages Schedule for Employees at Level 6 Step 5.
- (b) Employees may be required to work reasonable overtime.
- (c) Subject to clause 12.4.12(a) all time worked in excess of the ordinary hours of work prescribed by this Agreement or outside of or the span of hours in clause 12.4.4 is overtime and shall be paid at the following rates:
  - (i) All time on Sunday – double time with a minimum payment of two hours worked; and Public holidays – double time and a half;
  - (ii) Otherwise – time and a half for the first two hours and double time thereafter.
- (d) All overtime must be authorised in advance by the Employee's manager.
- (e) The Employer and an Employee may mutually agree for the Employee to take time off in lieu of payment for approved overtime worked. Any time off in lieu:
  - (i) is to be taken in accordance with School policy;
  - (ii) is to be recorded in writing. The School will keep a copy of the agreement on the Employee's record; and
  - (iii) if, on the termination of the Employee's employment, time off for overtime worked by the Employee to which clause 12.4.12(e) applies, remains owing to the Employee, the School will pay the Employee for the overtime at the overtime rate applicable at the time it was worked.
- (f) Penalty rates and overtime under this Agreement are not cumulative. Where an Employee is entitled to more than one penalty rate or overtime rate under this Agreement for work performed, the Employee will only be paid at the highest applicable penalty or overtime rate.

#### 12.4.13 Mixed functions

- (a) Where an Employee on any one day, performs two or more classes of work to which a different rate is applicable under this Agreement, such person:

- (i) if engaged for more than four hours on the class/es of work carrying a higher rate, shall be paid at the higher rate for the whole time they perform the class of work with the higher rate; and
- (ii) if engaged for four hours or less on the class/es of work carrying a higher rate, shall be paid at such higher rate for four hours.

#### 12.4.14 Meal breaks

- (a) Employees will be entitled to an unpaid meal break of 30 minutes to be taken no later than five hours after commencing work.
- (b) If an Employee seeks to alter clause 12.4.14(a) and instead access 60-minute meal breaks on each work day, the Employee may make this request to the School in writing. The approval of such request will be subject to operational requirements.
- (c) Where the Employer requires the Employee to work overtime for more than one hour after 6.00pm, the Employee shall be entitled to a meal provided by the Employer, or payment of a meal allowance of \$19.43 where a meal cannot be provided.

#### 12.4.15 Rest pauses

- (a) Employees shall receive a rest pause of 10 minutes' duration in each half of the working day. The School and Employee may agree that the two 10 minute rest pauses be combined into one 20 minute rest pause.
- (b) Casual Employees and part-time Employees who have worked a minimum of four consecutive ordinary hours but less than eight consecutive ordinary hours in any one day shall receive a rest pause of 10 minutes' duration. Employees who have worked a minimum of eight consecutive ordinary hours (excluding meal breaks) in any one day shall receive a further rest pause.
- (c) Rest pauses shall be taken during working hours.
- (d) Rest pauses shall be taken at times to suit the convenience of the School so that they do not interfere with the continuity of work (where continuity is necessary).

#### 12.4.16 Saturday penalty rates

- (a) Where a full-time or part-time Operational Services Employee is required to work ordinary hours on a Saturday, the Employee will be paid at 150% of the hourly rate for all such ordinary hours worked.
- (b) Where a casual Operational Services Employee is engaged to work on a Saturday, the Employee will be paid at 175% of the hourly rate for all such ordinary hours worked. This rate is paid in lieu of the rate outlined in clause 12.2.3(b), as it includes the casual loading.

### 12.5 Hours of Work, Breaks and Overtime – Outdoor Education Employees

12.5.1 This clause applies to Outdoor Education Employees only. For the avoidance of doubt this clause does not apply to Outdoor Education teachers. Their conditions of employment are as per the Academic Employee's conditions of this Agreement.

#### 12.5.2 Hours of work:

- (a) A full-time Outdoor Education Employee's ordinary hours of work will be an average of 38 hours per week and may be averaged over a period of up to 12 months.

- (b) Except where an Outdoor Education Employee is attending a curriculum-based program or other program being delivered to students (**Program**) the ordinary hours of work shall not exceed 10 hours on any day.
- (c) The ordinary hours of work may be worked on no more than five days in any seven days and may be worked on any day from Monday to Saturday between 6:00am and 10:00pm.
- (d) Outdoor Education Employees will be provided written confirmation with a minimum of two weeks' notice in advance of:
  - (i) the intended Program schedule for the relevant School year; and
  - (ii) the confirmed Program roster for each School term.
- (e) If a Program is postponed due to an unforeseen event (such as poor weather, changes to the School calendar or resignation of another Employee):
  - (i) every effort will be made to reschedule the Program;
  - (ii) it is expected the Employee will attend the alternate Program in-lieu of the cancelled Program; and
  - (iii) if the Program cannot be rescheduled, or if the Employee cannot attend the rescheduled dates, the Employee may be required to make up the hours as directed by the Director of Outdoor Education, provided a minimum of seven days' notice is provided to the Employee.

#### 12.5.3 Payment of annual salary – full-time and part-time Outdoor Education Employees

- (a) Where a full-time or part-time Employee's hours of work are to be averaged on an ongoing basis over a period of 12 months (as per clause 12.5.2(a) above), the Employee will be paid the applicable annual rate in the Wages Schedule (Part 10) for all weeks of the year (excluding periods of approved unpaid leave provided for in this Agreement or the NES). The annual rate compensates the Employee for:
  - (i) yearly hours undertaken during the span of hours as outlined in 12.5.2(c), averaged over a 12 month period (for example, for a full-time employee 1976 hours per year);
  - (ii) being on-call while away on Program, which may occur no more than 50 occasions per year and/or being recalled during Programs for a period of up to two hours, which may occur on no more than 25 occasions per year (pro-rata for part-time);
  - (iii) the performance of a maximum of 20 broken shifts per calendar year for a full-time Employee (pro-rata for part-time);
  - (iv) the performance of work on a maximum of 10 Saturdays per calendar year for a full-time Employee (pro-rata for part-time).
- (b) The School will review the total salary paid to an Employee for any incomplete calendar year (where a complete year constitutes 1 January to 31 December) to ensure that the ordinary hours paid (as part of the salary) were no less than the actual hours worked by the Employee. Any shortfall will be paid by the School to the Employee, including an pro-rata overtime or penalty rates.
- (c) For example, if a full-time Outdoor Education Employee has worked 1,000 hours as part of an incomplete year of 26 weeks, this will be reconciled against the 988 ordinary hours paid as part of the Employee's salary (i.e. 38 hours x 26 weeks),



and the Employee will receive payment for the additional 12 hours worked (i.e. 1,000 minus 988).

- (d) An incomplete year under 12.5.3(b) above may occur due to an Employee on an annual salary under 12.5.3(a):
  - (i) ceasing employment without having completed a full years' work and/or prior to 31 December; or
  - (ii) commencing employment in the role after 1 January in the relevant calendar year; or
  - (iii) having taken leave without pay of more than two weeks in the relevant calendar year; or
  - (iv) varying their hours during the relevant calendar year (for example, a change in employment status from full-time to part-time).

#### 12.5.4 On-call and recall allowances

- (a) A part-time or full-time Outdoor Education Employee on an annual salary under clause 12.5.3(a) will be paid at the appropriate overtime rate for any work undertaken as a result of the Employee being recalled to duty whilst on a Program that exceeds two hours (as the first two hours of such overtime is accounted for in clause 12.5.3(a)(ii)).
- (b) For a casual Outdoor Education Employee:
  - (i) An on-call allowance will be paid where the Employee is required by the School to hold themselves available to be recalled for work whilst on Program. The on-call allowance will be equal to one ordinary hour's pay for each period of up to 24 hours that the Employee is required to be on-call.
  - (ii) The Employee will be paid a minimum of two hours at the appropriate overtime rate where the Employee is recalled to duty whilst on a Program, provided that duty is not continuous with the Employee's ordinary hours of duty.

#### 12.5.5 Breaks between periods of duty

- (a) The entitlements outlined in clause 12.5.5(b) and (c) do not apply to an Employee attending a Program or working a broken shift.
- (b) An Employee will be entitled to a minimum break of 10 consecutive hours between the end of the period of duty and the beginning of next.
- (c) If the School requires an Employee to continue or resume work without having a 10 hour break off duty, the Employee is entitled to be absent from duty without loss of pay until a 10 hour break has been taken or be paid at overtime rates of 200% until released from duty.

#### 12.5.6 Overtime

- (a) An Outdoor Education Employee paid an annual salary under 12.5.3(a) may be required to work up to 76 hours of reasonable overtime per year. In exchange, the Outdoor Education Employee will receive up to two weeks (i.e. 76 hours) Outdoor Education Leave per year to be taken during the Christmas school vacation period.
- (b) In the event that such reasonable overtime is worked but the Outdoor Education Employee ceases employment prior to accessing equivalent Outdoor Education Leave, the outstanding overtime will be paid to the Employee at the overtime rate applicable at the time it was worked.

- (c) Except for reasonable overtime to which 12.5.6(a) above applies, all time worked in excess of the ordinary hours of work prescribed by this Agreement for Outdoor Education Employees or outside of or the span of hours in clause 12.5.2(c) is overtime and shall be paid at the following rates:
  - (i) All time on Sunday – double time with a minimum payment of two hours worked; and
  - (ii) Public holidays – double time and a half;
  - (iii) Otherwise – time and a half for the first two hours and double time thereafter.
  - (iv) Casual employees shall receive an additional 25% loading above those listed at 12.5.6(c)(i) to (iii). This rate is paid in lieu of the rate outlined in clause 12.2.3(b), as it includes the casual loading.
- (d) All overtime must be authorised in advance by the Employee's manager.
- (e) Except for reasonable overtime to which 12.5.6(a) above applies, the School and an Employee may mutually agree for the Employee to take time off in lieu of payment for approved overtime worked. Any time off in lieu:
  - (i) is to be taken in accordance with School policy;
  - (ii) is to be recorded in writing. The School will keep a copy of the agreement on the employee's record; and
  - (iii) if, on the termination of the Employee's employment, time off for overtime worked by the Employee to which this clause 12.5.6(d) applies, remains owing to the Employee, the School will pay the Employee for the overtime at the overtime rate applicable at the time it was worked.
- (f) Penalty rates and overtime under this Agreement are not cumulative, unless otherwise specified. Where an Employee is entitled to more than one penalty rate or overtime rate under this Agreement for work performed, the Employee will only be paid at the highest applicable penalty or overtime rate.

#### 12.5.7 Broken shift

- (a) An Employee may be rostered to work ordinary hours in a broken shift (which is defined as a shift that is rostered in two periods of duty, exclusive of breaks, per day).
- (b) The minimum hourly rate plus a broken shift penalty of 15% of the minimum hourly rate be paid to a part-time or full-time Employee on an annual salary under clause 12.5.3(a) for any broken shifts worked that are above the maximum number of broken shifts outlined in clause 12.5.3(a)(iii).
- (c) Where a broken shift is payable under this clause, the maximum spread between the start of the first period of duty and the end 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.
- (d) A broken shift penalty payable under this clause is in addition to any applicable penalty rate under clauses 12.5.6 (Overtime) and 12.5.8 (Saturday Penalty Rates).
- (e) For the avoidance of doubt, this broken shift clause does not apply to casual employees.

#### 12.5.8 Saturday Penalty Rates

- (a) Where a part-time or full-time Employee on an annual salary under clause 12.5.3(a) is required to work ordinary hours on a Saturday that are above the maximum number of

Saturdays outlined in clause 12.5.3(a)(iv), the Employee will be paid at 150% of the hourly rate for all such ordinary hours worked on that Saturday.

- (b) Where a full-time or part-time Employee not on an annual salary under clause 12.5.3(a) is required to work ordinary hours on a Saturday, the Employee will be paid at 150% of the hourly rate for all such ordinary hours worked.
- (c) Where a casual Employee is engaged to work on a Saturday, the Employee will be paid at 175% of the hourly rate for all such ordinary hours worked. This rate is paid in lieu of the rate outlined in clause 12.2.3(b), as it includes the casual loading.

#### 12.5.9 Meals and meal breaks

- (a) Employees not attending a Program will be entitled to an unpaid meal break of 30 minutes to be taken no later than five hours after commencing work.
- (b) So far as possible, Employees attending a Program will receive an unpaid meal break of 30 minutes. However, where this cannot be achieved and an Employee is required to continue to supervise students as part of their meal break, the Employee will be provided a paid meal break of 30 minutes, and such time will be counted as time worked.
- (c) Where an Employee is not attending a Program, and the Employer requires the Employee to work after 6.00pm, the Employee shall be entitled to a meal provided by the Employer, or payment of a meal allowance of \$19.43 where a meal cannot be provided.
- (d) Where an Employee is attending a Program, the Employer will provide meals to the Employee.

#### 12.5.10 Rest pauses

- (a) Employees shall receive a rest pause of 10 minutes' duration in each half of the working day. The School and Employee may agree that the two 10-minute rest pauses be combined into one 20-minute rest pause.
- (b) Casual Employees and part-time Employees who have worked a minimum of four consecutive ordinary hours but less than eight consecutive ordinary hours in any one day shall receive a rest pause of 10 minutes' duration. Employees who have worked a minimum of eight consecutive ordinary hours (excluding meal breaks) in any one day shall receive a further rest pause.
- (c) Rest pauses shall be taken during working hours.
- (d) Rest pauses shall be taken at times that do not interfere with the continuity of work (where continuity is necessary).

#### 12.5.11 Fatigue Management Day

- (a) For each Program where an Employee is rostered on as an active Supervisor / Employee on duty overnight, and that Employee then attends at least 75% of the overnights in this capacity, the Employee will receive a minimum of one Fatigue Management Day (**FMD**).
- (b) The FMD must be taken as soon as it is able to be rostered, and preferably within the week following the Program.
- (c) Where an FMD is taken, the Employee will be paid for the day but is not required to be onsite.

- (d) Employees may request a specific day to take as their FMD, and this request will be supported where possible. However, FMD's are intended to be used for health and safety reasons and Employer can direct an Employee to take an FMD, where necessary.
- (e) FMDs are not able to be cashed out during employment and are not payable upon termination of employment.

#### 12.5.12 Overnight Allowance

The School recognises the disruption to family commitments caused by Employees attending Marrapatta or any other facility as part of an official School camp or activity (excluding optional tours and camps). In recognition of this, the School will pay any Outdoor Education Employee who attends Marrapatta or any other facility, to supervise students and run programs, a sum of \$55.00 for each day that they are in attendance at the approved camp provided that the Employee on each occasion has stayed a minimum of two nights.

## 12.6 Annual Leave

- 12.6.1 This clause does not apply to casual Employees.
- 12.6.2 Full-time Employees are entitled to four weeks' (152 hours) paid annual leave for each continuous year of service. Part-time Employees receive this entitlement on a pro-rata basis.
- 12.6.3 The School may require an Employee to take annual leave during Non-term weeks or any School closedown period. Where the Employee does not have sufficient leave accrued to cover this period, the Employee may be required to take leave without pay.
- 12.6.4 The School may elect to close during the annual period between the Boxing Day public holiday and the New Year's Day public holiday and will inform all Employee of its decision at least six weeks' prior.
- 12.6.5 Employees who wish to continue working during such a closure rather than take leave, are required to apply in writing to the Principal. The application must detail the reasons for their request and be made no later than four weeks prior to the closure commencing. Approval to work during any such closure will be at the sole discretion of the Principal.
- 12.6.6 During any period of annual leave, the Employee will receive the rate of pay prescribed in the Wages Schedule (Part 10), plus annual leave loading of 17.5% of this rate of pay.

## 12.7 Classification Guidelines

- 12.7.1 The classification levels outlined under clause 12.8 are guidelines to determine the appropriate classification level of an Employee under this schedule (except Employees providing nursing services). The accompanying job characteristics apply to Professional Staff employed in administration, finance, library, information technology services, facilities and as laboratory technicians. The competencies and duties outlined are not an exhaustive list and must be considered in conjunction with the Employee's position description.
- 12.7.2 The classification levels outlined under clause 12.9 are guidelines to determine the appropriate classification level of an Employee providing nursing services.
- 12.7.3 No Professional Staff Employee who is employed at the time of making this Agreement shall have their wage level reduced, as a result of this Agreement coming into effect.

## 12.8 Classification levels for Professional Staff (except nursing staff)

- 12.8.1 **Level 1** – At Level 1, Employees learn and gain competency in the basic skills required by the School. Progression to level 2 would be based on an assessment of the Employee's competencies against level 2 criteria. The characteristics of this level 1 are identified as follows:

- (a) Perform a range of clerical duties within established processes such as word processing, filing and maintaining records. Basic knowledge of Microsoft Office Word is required;
- (b) Work is performed under close supervision either as an individual or in a team environment and is regularly checked;
- (c) Receive enquiries within well-established routines, including the provision of general information and assistance to the public, parents, students and other employees;
- (d) Tasks are carried out within established routines, methods and procedures that are predictable;
- (e) The Employee exercises judgment against established criteria.

12.8.2 **Level 2** – An Employee in a position at Level 2 performs work above and beyond the skills of an employee in a position at Level 1. The characteristics of a Level 2 position are identified as follows:

- (a) Perform a wide range of clerical and administration duties at an intermediate level. For example: e-filing, maintaining records using the School's information systems, arranging meetings, catering and parent-teacher events.
- (b) Competent in using a range of computer applications including Microsoft Office Suite to an intermediate level and operating relevant office equipment such as printers and machinery to produce mass production of printed material and documents.
- (c) Work is performed under routine supervision as deemed necessary. The Employee's work is intermittently checked and may involve detailed instructions. Work is performed using established routines, methods and procedures.
- (d) School reception duties and referring enquiries to staff (both public and student reception).
- (e) The Employee provides guidance to other employees at a lower level and provides assistance to less experienced employees at the same level.
- (f) Assists other staff with administrative duties such as enrolment enquiries, student enquiries and interviews and preparation of Government and Statutory Authority returns.
- (g) There is some complexity and autonomy in decision-making relating to work organisation and choice of actions required. Discretion and judgement is usually according to established criteria.
- (h) As a minimum, the Employee holds a certificate in office administration or similar.

12.8.3 **Level 3** – An Employee in a position at Level 3 performs work above and beyond the skills of an employee in a position at Level 2. The characteristics of a Level 3 position are identified as follows:

- (a) The Employee works under limited supervision (which may take the form of broad guidance). The Employee's work may be checked in relation to overall progress;
- (b) Perform a range of clerical and administration duties using the School's computer-based applications at a competent level. For example:
  - (i) Modify database fields of information while maintaining the integrity of the data;
  - (ii) Develop new databases or spreadsheet models. Create graphs using

Excel to display data;

- (c) Provide administration support to School management including such tasks as:
  - (i) Minute taking;
  - (ii) Organising catering and events;
  - (iii) Organising appointments, calendar management, phone calls and establishing and maintaining electronic work filing systems;
- (d) The Employee may take on limited responsibility for the work of others, may be involved in team co-ordination, or may be required to provide assistance or guidance to other employees;
- (e) Competency at this level involves application of knowledge with depth in some areas, and a broad range of skills. There is some complexity in the extent and choice of actions required. Competencies are normally used within routines, methods and procedures;
- (f) Some discretion and judgement is involved in decision-making relating to work organisation and choice of actions required;
- (g) Tertiary qualifications or qualifications relevant to the position may be required, or such knowledge, qualifications and experience that are deemed by the Employer as necessary to successfully carry out the duties of the position.

12.8.4 **Level 4** – An Employee in a position at Level 4 performs work above and beyond the skills of an employee in a position at Level 3. The characteristics of a Level 4 position are identified as follows:

- (a) Provide administration support to senior management including such tasks as:
  - (i) Minute taking;
  - (ii) Calendar management;
  - (iii) Handling correspondence and communication;
  - (iv) Establishing and maintaining efficient workflow and filing systems;
- (b) Employees perform work under broad supervision, and progress and outcomes sought are agreed to with the Employee's direct manager;
- (c) The Employee may supervise the work of others and may guide or facilitate teams;
- (d) Training of other staff may or may not be required;
- (e) Initiative is encouraged, as is discretion and decision-making within the School's guidelines. Competency at this level involves the application of specific technical and soft skills across various contexts. There is a level of complexity and choice of actions required to achieve agreed outcomes. Work is normally performed using specific routines, methods and procedures;
- (f) Tertiary qualifications at certificate level, or equivalent qualifications, and or technical certification in the specific area of work, along with experience relevant to the position, may be required to successfully perform in the role.

12.8.5 **Level 5** – An Employee in a position at Level 5 performs work above and beyond the skills of an employee in a position at Level 4. The characteristics of a Level 5 position, are identified as follows:

- (a) The Employee works under general supervision, and/or broad guidance depending on function;
- (b) The Employee may supervise the work of others and may guide teams;
- (c) The Employee may be responsible for the planning and management of the work of others;
- (d) Competency at this level involves self-directed application of knowledge with substantial depth in some areas. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts. Competencies are normally used independently and both routinely and non-routinely;
- (e) Discretion and judgment are required in planning, selecting appropriate equipment, services techniques and work organisation for self and/or others;
- (f) Tertiary qualifications of an associate diploma, or equivalent knowledge and experience relevant to the position, may be required to successfully perform in this role.

12.8.6 **Level 6** – An Employee in a position at Level 6 performs work above and beyond the skills of an employee in a position at Level 5. The characteristics of a Level 6 position are identified as follows:

- (a) The Employee works under limited guidance in accordance with a broad plan or strategy;
- (b) The Employee's responsibility and accountability is exercised within defined parameters, either for the supervision and monitoring of the work of employees of a lower level, or for a defined work function;
- (c) Competency at this level involves the development and application of professional knowledge in specialised area/s utilising a broad range of skills, and involves the delivery of professional services within defined accountability levels. Competencies are normally applied independently, and are substantially non-routine;
- (d) The Employee may operate individually or as a member of a team;
- (e) Significant discretion and judgment is required in the planning and design of professional, technical or supervisory functions related to services, operations or processes;
- (f) The Employee is expected to plan their own professional development, and such increased knowledge relevant to the position held, will be applied to the role.
- (g) Formal qualifications at degree level are required.

12.8.7 **Level 7** – A Level 7 Employee is generally in a management position and is responsible for at least one direct report.

- (a) The Employee possesses the appropriate level of technical and non-technical skills, qualifications and experience relevant to their role;
- (b) The Employee performs management functions such as budget management, report writing, and leading and managing others;
- (c) The Employee demonstrates initiative, discretion and sound judgment;
- (d) The Employee is expected to perform tasks that are complex and of a specialised nature;
- (e) Formal qualifications at degree level are required and may include relevant

postgraduate qualifications, or the equivalent in extensive and relevant experience.

## 12.9 Classification levels for Nursing Staff

### 12.9.1 Registered Nurse Level 1

- (a) Registered Nurse Level 1 is a registered nurse who is licensed to practise nursing by the Nursing and Midwifery Board of Australia (NMBA) without supervision, and who assumes accountability and responsibility for their own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct.
- (b) It is essential that the nurse appears on the Australian Health Practitioner Regulation Agency (AHPRA) Register of Practitioners, Registered Nurse Division 1, and they must hold a current practising certificate.
- (c) **Responsibilities:** Providing primary nursing care with its associated administrative responsibilities.

### 12.9.2 Registered Nurse Level 2

- (a) Registered Nurse Level 2 is a registered nurse who applies critical reasoning and problem-solving skills greater than Registered Nurse Level 1.
- (b) The clinical nurse role requires a broad developing knowledge in professional nursing issues and a sound, specific knowledge base in relation to a field of practice.
- (c) The clinical nurse assumes accountability and responsibility for their own actions and acts to rectify unsafe nursing practices and/or unprofessional conduct.
- (d) **Responsibilities:** In addition to providing primary care with its associated administrative duties, the clinical nurse provides health counselling and health education, acting in a resource capacity to a School community.
- (e) The clinical nurse is able to demonstrate:
  - (i) advanced level clinical skills and problem-solving skills;
  - (ii) expert planning and coordination skills in the clinical management of patient care;
  - (iii) the ability to work collaboratively within a collegiate/team structure;
  - (iv) awareness of and involvement with the quality assurance process;
  - (v) contribution to professional practice of the unit;
  - (vi) that they participate in nursing policy review and initiatives; and
  - (vii) that they act as a role model for registered nurses Level 1, and non-registered care staff in the provision of holistic patient/client care.



Matter number:

AG2024/2903

Applicant:

**The Trustees of the Brisbane Girls Grammar School**  
(Employer)

Application:

Section 185 – Application for approval of a single  
enterprise agreement, namely the *Brisbane  
Girls Grammar School Enterprise Agreement  
2025* (Agreement)

Authorised  
representative:

**Jacinda Euler**  
Principal

## Undertaking – Section 190

I, **Jacinda Euler**, Principal of Brisbane Girls Grammar School, make the following undertakings with respect to the *Brisbane Girls Grammar School Enterprise Agreement 2025* (Agreement):

1. I have the authority to give this undertaking for and on behalf of the Employer.
2. Clause 12.2.2(f) of the Agreement should be taken to be read as:

*"A part-time Employee may volunteer or agree to work additional hours outside their normal pattern of work. Where this occurs, the Employee will be paid the ordinary rate of pay for any additional hours worked. However, if those additional hours are worked:*

*(a) outside the spread of hours outlined in clause 12.4.4 or 12.5.2(c);*

*(b) result in the Employee working for more than 8 hours on that day; or*

*(c) result in the Employee working more than 38 ordinary hours per week, or more than the maximum weekly ordinary hours during an averaging period where the Employee's hours are averaged,*

*then Employee will be compensated according to the overtime rates prescribed in clause 12.4.12 or 12.5.6 (as applicable).*

3. With respect to Part 10 – Wages Schedule, and specifically the table labelled "Outdoor Education Employees", the Employer confirms that the following payrates will apply for the life of the Agreement, rather than those contained at page 36 of the Agreement:

OUTDOOR EDUCATION EMPLOYEES								
	1-Jan-24		1-Jan-25 5.5% Increase + 25%		1-Jan-26 4.0 % increase + 25%		1-Jan-27 4.0 % increase + 25%	
	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual	Fortnight	Annual
<b>Level 5</b>								
Step 1	\$3,220.61	\$84,023	\$4,247.18	\$110,805	\$4,417.07	\$115,237	\$4,593.75	\$119,846
Step 2	\$3,299.76	\$86,087	\$4,351.56	\$113,528	\$4,525.62	\$118,069	\$4,706.65	\$122,792
Step 3	\$3,379.13	\$88,158	\$4,456.23	\$116,259	\$4,634.48	\$120,909	\$4,819.86	\$125,745

This undertaking is provided based on matters raised by the Fair Work Commission in the application before the Fair Work Commission.

*Amirah ELW*

\_\_\_\_\_  
Signature

*26/8/24*

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Date