



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Living Waters Lutheran College Incorporated T/A Living Waters Lutheran College Inc
(AG2024/3528)

LIVING WATERS LUTHERAN COLLEGE ENTERPRISE AGREEMENT 2023

Educational services

DEPUTY PRESIDENT O'KEEFFE

PERTH, 30 OCTOBER 2024

Application for approval of the Living Waters Lutheran College Enterprise Agreement 2023

[1] An application has been made for approval of an enterprise agreement known as the *Living Waters Lutheran College Enterprise Agreement 2023* (**the Agreement**). The Application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by Living Waters Lutheran College Incorporated T/A Living Waters Lutheran College Inc (**the Applicant**). The Agreement is a single enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) (Amending Act) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Fair Work Act, that commenced operation on 6 June 2023. The notification time for the Agreement under s.173(2) was 27 June 2023 and the Agreement was made on 23 August 2024. Accordingly, both the genuine agreement and the better off overall test requirements are those applying on and from 6 June 2023.

[3] The Applicant expressed the view that the Agreement passes the Better Off Overall Test (BOOT) and provided a summary of why it expressed this view. Consistent with s.193A(3) of the Act I have given consideration to this view when determining whether the Agreement passes the BOOT. The Independent Education Union of Australia WA Branch (IEU WA), who were a bargaining agent, expressed a view that there were a number of terms in the Agreement which meant that it did not pass the BOOT. I allowed the IEU WA to make submissions on why those terms meant the Agreement did not pass BOOT and conducted a conference between the parties to discuss the IEU WA's concerns. At the conclusion of that conference the IEU WA advised that it no longer pressed any of its BOOT-related concerns.

[4] There were two small technical errors with respect to the NERR. I brought these to the attention of the Applicant and advised that I viewed them as minor technical errors and would disregard them pursuant to s.188(5) of the Act.

[5] 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.

[6] 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.

[7] The IEU WA lodged a Form F18 statutory declaration giving notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act, I note the Agreement covers the IEU WA.

[8] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 6 November 2024. The nominal expiry date of the Agreement is 30 June 2026.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE526591 PR780801>

Living Waters Lutheran College
Enterprise Agreement 2023

Part I - Application and Operation of the Agreement	5
1. Title	5
2. Definitions and Interpretations	5
3. Duration	8
4. Coverage	9
Part II - Communication, Consultation and Dispute Resolution	10
5. Complaints Procedures	10
6. Dispute Resolution Process	10
7. Consultation	10
8. Consultative Committee	10
Part III - Employer and Employee Duties, Employment Relationship and Related Matters	12
9. Flexibility	12
10. National Employment Standards	13
11. Access to this Agreement and the NES	13
12. Ethos Statement	13
13. Objective of the School	14
14. Charter for Teachers in Lutheran Schools	14
15. Contract of Hiring - Teachers	14
16. Types of Employment - Teachers	15
17. Classification of Teachers	20
18. Positions of Additional Responsibility (PAR) for Teachers	20
19. Contract of Hiring - Lutheran School Officers	20
20. Types of Employment – Lutheran School Officers	20
21. Classification of Lutheran School Officers	24
22. Role Description of Lutheran School Officers	24
23. Agency Employees	24
24. Casual Junior Lutheran School Officers	24
25. Probation	24
26. Teacher Workload and Hours of Work	25
27. Support for Graduate Teachers	32
28. Accreditation for Teachers in Lutheran Schools	33
29. Graduate Certificate in Religious Education	33
30. Staff Absences – Teachers	33
31. Staff Absences – Lutheran School Officers	33
32. Relief Supervision	33

Contents	page
33. Student-Free First Day of School Term	34
34. Professional Development - Teachers	34
35. Induction of Employees	35
36. Requests for Flexible Working Arrangements and Opportunities For Part-Time Employment	35
37. Professional Development and Training - Lutheran School Officers	36
38. Meal Breaks - Teachers	37
39. Meal Breaks - Lutheran School Officers	37
40. Breaks between Periods of Duty – Lutheran School Officers	37
41. Ordinary Hours of Work - Lutheran School Officers	38
42. Rostered Days Off – Lutheran School Officers	38
43. Variation to Working Periods – Lutheran School Officers	38
44. Termination of Employment – Teachers	39
45. Termination of Employment – Lutheran School Officers	40
46. Disciplinary Action	41
47. Performance Management	42
48. Redundancy	42
49. Employee Assistance Program	46
50. Employment Outside the School	46
51. Provision of Facilities to Support Mothers with Infant Children	46
52. Work Health and Safety	46
53. Health and Safety Committee Meetings	47
54. Health and Safety Training	47
55. Health and Safety Representatives	47
56. Immunisation from Infectious Diseases	47
57. Intellectual Property (in particular Copyright)	47
Part IV - Wages and Related Matters	48
58. Salaries and Allowances	48
59. Salaries – Teachers	48
60. Salaries – Lutheran School Officers	48
61. No Reduction	48
62. Salaries - Junior Lutheran School Officers	49
63. Salary Records	49
64. On call and recall allowance	50
65. Salary Packaging (Total Remuneration)	50
66. Travel Allowance	51

Contents	page
67. Superannuation Choice	51
68. Higher Duties - Teachers	51
69. Higher Duties – Lutheran School Officers	52
70. Penalty rates – Lutheran School Officers (not including shift work)	52
71. Overtime – Lutheran School Officers	52
72. Shiftwork – Lutheran School Officers	53
73. Travel Time – Lutheran School Officers	55
74. Supported Wage System	55
75. National Training Wage	55
76. Apprentices	55
77. Reclassification and Job Review – Lutheran School Officers	55
78. Teacher in Charge	56
79. Protective Clothing for Lutheran School Officers	56
80. Uniforms	56
Part V- Leave Entitlements	57
81. Personal/Carer’s Leave	57
82. Portability of Personal Carer’s Leave and Long Service Leave	59
83. Annual Leave - Teachers	59
84. Pro-rata Payment of Salary Inclusive of Annual Leave - Teachers	59
85. Annual leave loading - Teachers	60
86. Annual Leave – Lutheran School Officers	60
87. Parental Leave – All Employees	61
88. Variations to Parental Leave	61
89. Paid Parental (including Adoption) Allowance	61
90. Not Used	62
91. Non-primary caregiver Parental Leave	62
92. Parental Leave	62
93. Public Holidays	63
94. Leave without Pay	64
95. Eligibility for Long Service Leave	65
96. Entitlements to Long Service Leave	65
97. Term Breaks and Christmas Vacation Periods are not Counted as Long Service Leave	65
98. Extended Long Service Leave (Averaging Pay and Entitlements over Total Time)	65
99. Deferred Salary Scheme	66
100. Compassionate and Bereavement Leave	68

Contents	page
101. Community Service Leave	70
102. Special Leave	70
103. Additional Paid or Unpaid Leave	70
104. Ceremonial Leave	71
105. Family and Domestic Violence Leave	71
Part VI - Employee Representation and Union Recognition	74
106. Employee Representation and Union Recognition	74
 Part VII – Signatories	 78
 Part VIII – Schedules	 79
Schedule 1 - Salaries and Allowances - Teachers	80
Schedule 2 - Teacher Classifications	84
Schedule 3 - Positions of Additional Responsibility (PAR) for Teachers	88
Schedule 4 - Salaries and Allowances Lutheran School Officers	91
Schedule 5 - Teacher Professional Development	96
Schedule 6 - Classification Structure for Lutheran School Officers	99
Schedule 7 - Salary Packaging	128
Schedule 8 - Charter for Teachers in Lutheran Schools	129
Schedule 9 - Dispute Resolution Process (DRP)	130
Schedule 10 - Consultation	132
Schedule 11 - Employee Appraisal	134
Schedule 12 – Work Health and Safety	136
Schedule 13 - Teacher Workload Agreement	137

Part I - Application and Operation of the Agreement

1. Title

This Agreement will be known as the **Living Waters Lutheran College Enterprise Agreement 2023**.

2. Definitions and Interpretations

In this Agreement unless otherwise stated:

Agreement means the Living Waters Lutheran College Enterprise Agreement 2023.

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

- (a) Graduate
- (a) Proficient
- (b) Highly Accomplished
- (c) Lead

The Australian Professional Standards for Teachers can be found at:

<https://www.aitsl.edu.au/docs/default-source/national-policy-framework/australian-professional-standards-for-teachers.pdf>

Business Manager means a person employed in the most senior administrative managerial or executive position who may have delegated authority from the School to recruit and terminate the employment of staff. Business Managers and such persons are not covered by this Agreement (see clause 4.1 (b)).

Commencement Date means the date at which an employee commences service with the School and has the same meaning as Service Date.

Contact Time means the same as student contact time defined below.

Continuous Service means continuous service under a contract of employment and includes a period of paid leave of absence taken under legislation or under this Enterprise Agreement and as detailed in Section 22 of the Fair Work Act 2009. Absence on approved unpaid leave does not break an employee's continuity of service but it is not to be taken into account in calculating the employee's period of service. Any unpaid leave taken of duration of two (2) weeks or less is included in calculating period of service.

Delegate's Organisation means the employee organisation in accordance with the rules of which a Workplace Delegate was appointed or elected (i.e. IEUWA).

Duties Other Than Teaching (DOTT) means professional responsibilities carried out by the teacher within timetable time which do not involve or expect the actual teaching or supervision of a student or students.

DOTT Time means the time granted to teachers during which teachers undertake professional responsibilities within timetable time which do not involve or expect the actual teaching or supervision of a student or students. DOTT time should be taken on campus and be work associated with the school. It may be used at the discretion of the teacher within the parameters of this definition.

Duties are the supervision of students, falling outside the timetable but within the hours of 8.00 am to 3.45 pm, and include recess or morning tea and lunch breaks. For example, bus and yard duties, wet weather duty, supervision of students eating lunch.

Duty Days means:

- (a) days on which the School is open;
- (b) days on which the School is closed by the direction of the School but not including school vacation periods;
- (c) public holidays which occur other than in school vacation periods;
- (d) days on which the School requires the employee to be on duty, except if they have been granted leave.

Employee means an employee who is covered by the Agreement as provided in clause 4.1 (b). Employees may be either a Teacher or a Lutheran School Officer.

Employer means Living Waters Lutheran College.

Face to Face teaching is all teaching and supervisory duties that occur in the timetabled time including Home Class, and excursions. This does not include camps.

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

Finance Officer means a person employed solely to perform the finance function and is covered by this Agreement.

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

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

Graduate Teacher (GT) means a person who has obtained registration as a teacher under the *Teacher Registration Act 2012* or under the corresponding legislation in another State or Territory of Australia and has less than three (3) years equivalent full-time satisfactory service. Graduate teachers are required to demonstrate that they operate in accord with the seven standards at the Graduate Teacher level as set down Australian Professional Standards for Teachers.

Highly Accomplished Teacher (HAT) means a teacher who is nationally recognised as a highly effective and skilled classroom practitioner and routinely works independently and collaboratively to improve their own practice and the practice of colleagues and shall be certified as such by the certifying authority, the Association of Independent Schools of Western Australia (AISWA).

Highly accomplished teachers are required to demonstrate that they operate in accord with the seven standards at the Highly Accomplished Teacher level as set down Australian Professional Standards for Teachers.

Immediate Family of an employee means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
- (c) members of employee's immediate household

Indigenous Employee means a person who:

- (a) is of Aboriginal or Torres Strait Islander descent; and
- (b) identifies as an Australian Aboriginal or Torres Strait Islander person; and
- (c) is accepted as such by the community in which they live or have lived.

Lead Teacher means a teacher who is nationally recognised as an exemplary teacher who has demonstrated consistent and innovative teaching practice over time and shall be certified as such by the certifying authority the Association of Independent Schools of Western Australia (AISWA). Inside and outside the School, lead teachers initiate and lead activities that improve educational opportunities for students. Lead teachers are expected to demonstrate that they operate in accord with the seven standards at the Lead Teacher level as set down Australian Professional Standards for Teachers.

Leadership Position means Position of Additional Responsibility as defined in this clause.

LESNW means Lutheran Education SA, NT & WA

Lutheran School Officer (LSO) means an employee who is employed to work in one or more of the career streams of the Lutheran School Officers Classification structure as specified in Schedule 6 of this agreement.

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

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

Normal School Day means the days teachers are expected to be at School as set down in School documents such as 'staff handbook' or school policy.

Positions of Additional Responsibility (PAR) means leadership positions established by the School to carry out specific duties or responsibilities as determined by the School pursuant to Schedule 4.

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

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

Service Date means the dates from which employees are paid at the commencement date of their first year of service with the School.

School means Living Waters Lutheran College.

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

School Term means:

School Term means in relation to:

- (a) The first school term of any year period commencing on the day of the year during which students attend the School and terminating on the day immediately preceding the first day of the following school term.
- (b) The second and subsequent school terms follow the same format, except that the fourth term is deemed to conclude on 31 December for the purpose of calculating pay for teachers whose employment comes to an end at the end of term 4.

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

Student Contact Time means the time that a teacher provides face to face teaching to and supervision of students. Face to face teaching includes all direct involvement with students that occurs in timetabled time, including but not limited to pastoral care and supervision at student assemblies.

Teacher means a person employed by a School registered and financial with the TRBWA as a teacher and who performs duties which include delivering an educational program, assessing student participation in an educational program, administering an educational program and performing other duties incidental to the delivery of the educational program. So as to remove any doubt, this includes a teacher in a senior leadership position, but not a deputy Principal or a Principal.

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

Time Tabled Time means the time between start bell in the morning and finish bell in the afternoon for the required student attendance in the school day less Recess and Lunch Breaks and where teachers are required to teach or supervise students. Timetabled time is equal to the sum of Student Contact Time and DOTT Time.

Working Weeks means the weeks a Lutheran School Officer may be required to work and may include term weeks and non-term weeks.

Workplace Delegate has the meaning given by section 350C(1) of the *Fair Work Act 2009*.

3. Duration

- 3.1 This Agreement will operate from the date seven (7) days after the date on which Fair Work Commission approves the Agreement.
- 3.2 Where this Agreement specifies an earlier operative date in relation to a particular provision, then that provision shall operate from that date for all staff employed at the earlier date. Where there is a reduction in an entitlement for any classification of employee covered by this Agreement there will be no requirement for that reduction to be back dated from the operation date.
- 3.3 The nominal expiry date of this Agreement will be 30 June 2026.
- 3.4 The School and employees will commence negotiations in relation to a further Enterprise Agreement at least six months immediately prior to the nominal expiry date of this Agreement.

4. Coverage

4.1 This Agreement covers:

- (a) Living Waters Lutheran College;
- (b) all employees of the School who fall within the coverage of the Educational Services (Teachers) Award 2020 or the Educational Services (Schools) General Staff Award 2020, but excluding:
 - (1) the Principal;
 - (2) Deputy Principals;
 - (3) Heads of sub-schools;
 - (4) the Director of Staff (however called);
 - (5) the Director of Studies (however called);
 - (6) the Business Manager;
 - (7) Ministers of Religion;
- (c) It is intended that the Independent Education Union (WA) will give notice to Fair Work Commission under Section 183 of the Fair Work Act that it wants this Agreement to cover it.

Part II - Communication, Consultation and Dispute Resolution

5. Complaints Procedures

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

6. Dispute Resolution Process

6.1 Any dispute relating to a matter

- (a) arising under this Agreement or
- (b) arising under the NES or
- (c) any other industrial matter

will be dealt with in accordance with the Dispute Resolution Process in Schedule 9.

7. Consultation

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

7.2 Consultation will be undertaken in accordance with Schedule 10.

8. Consultative Committee

8.1 The Consultative Committee will be an ongoing committee of the School.

8.2 The consultation will consider, but is not limited to, items devolved to it by the separate clauses of this Agreement, including Clause 26.1 (j), a review of teacher workload matters. Any decisions remain the prerogative of the School.

8.3 The Consultative Committee will consider the inclusion of a Senior Teacher classification in the next enterprise bargain.

8.4 The School shall have in place a policy statement describing the consultative committee process in the School. The policy will include reference to:

- (a) Structure of the consultative process
- (b) Frequency of consultation
- (c) Employee representation
- (d) Mechanisms by which employee representatives will consult with and receive direction from employees
- (e) Development of agendas
- (f) Mechanisms for feed-back to employees
- (g) Any other matters as are deemed appropriate by negotiation.

8.5 The policy statement will be negotiated and agreed between the School and employees covered by this Agreement. Persons authorised to negotiate on behalf of employees will be elected from

and by the employees by secret ballot. Employee agreement to the policy will be determined by a simple majority vote by secret ballot.

- 8.6 The School and employees covered by this agreement are committed:
- (a) to improve the efficiency and productivity of the School
 - (b) to co-operating positively to increase the efficiency of the School
 - (c) to enhancing the career opportunities and job security of employees.
- 8.7 In order to facilitate the outcomes as determined in forgoing parts of this clause, consultation will be the means by which positive assistance can be given to:
- (a) professional development;
 - (b) the quality of education;
 - (c) the development of the School;
 - (d) areas of common concern; and
 - (e) the settlement of disputes.
- 8.8 Any dispute arising in relation to these matters will be dealt with in accordance with the dispute resolution procedures as set down in Schedule 9.

Part III - Employer and Employee Duties, Employment Relationship and Related Matters

9. Flexibility

- 9.1 The School and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
- (a) the individual flexibility arrangement deals with one or more of the following matters:
 - (1) arrangements about when work is performed;
 - (2) overtime rates;
 - (3) penalty rates;
 - (4) allowances;
 - (5) leave loading;
 - (b) the arrangement meets the genuine needs of the School and the employee in relation to one or more of the matters mentioned in clause 9.1(a) above; and
 - (c) the arrangement is genuinely agreed to by the School and the employee.
- 9.2 The School must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Fair Work Act ; and
 - (b) are not unlawful terms under section 194 of the Fair Work Act ; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 9.3 The School must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the School and the employee; and
 - (c) is signed by the School and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (1) the terms of this Agreement that will be varied by the arrangement; and
 - (2) how the arrangement will vary the effect of the terms; and
 - (3) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (4) states the day on which the arrangement commences.
- 9.4 The School must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 9.5 The School or the employee may terminate the individual flexibility arrangement:
- (a) by giving not more than twenty eight (28) days written notice to the other party to the arrangement; or
 - (b) if the School and the employee agree in writing — at any time.

10. National Employment Standards

- 10.1 The NES comprise Part 2–2 of the Act and contain minimum standards. Matters they relate to include:
- (a) Maximum weekly hours of work
 - (b) Requests for flexible working arrangements
 - (c) Offers and requests to convert from casual to permanent employment
 - (d) Parental leave and related entitlements
 - (e) Annual leave
 - (f) Personal/Carer's leave, compassionate leave and paid family and domestic violence leave
 - (g) Community service leave
 - (h) Long Service Leave
 - (i) Public holidays
 - (j) Superannuation contributions
 - (k) Notice of termination and redundancy pay
 - (l) Provision of a Fair Work Information Statement and Casual Employment Information Statement.
- 10.2 The provisions of the NES apply to all employees. It is not intended that this Agreement operate in any way that is less favourable than the NES. If any provision of this Agreement could be interpreted as providing a less favourable outcome to an employee than the NES, the NES will prevail to the extent of the inconsistency. Where this Agreement provides employees with superior entitlements to those which are provided by the NES, this Agreement will apply.

11. Access to this Agreement and the NES

Copies of this Agreement and the NES are available to all employees electronically on 'S' drive or as a physical copy upon request.

12. Ethos Statement

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

13. Objective of the School

13.1 To provide quality Christian education for our students, the School has the following aims:

- (a) To be a means of support to parents who seek to raise their child as Christians living in the wider community.
- (b) To nurture the student in the Christian faith and way of life.
- (c) To provide the student with an education in a caring Christian environment.
- (d) To maintain a high standard of education which caters for the spiritual, intellectual, physical and social needs of the student.
- (e) To help the student to discover and develop whatever talents they may have.
- (f) To foster a positive attitude in the student developing
 - (1) a sense of self worth
 - (2) respect for others
 - (3) a spirit of co-operation
 - (4) a sense of responsibility as member of a family, a school, a church and the wider community.
- (g) To provide the student with a firm foundation for their future education and personal growth.

13.2 The School will endeavour to meet these aims by the means of:

- (a) thorough instruction in the fundamentals of the Christian faith, as confessed by the Lutheran Church of Australia;
- (b) regular devotional activities;
- (c) the employment of staff who support the Christian ethos and are committed to the aims of the school;
- (d) thorough instruction in all learning areas as required by the School Curriculum and Standards Authority for a well-rounded education.
- (e) the establishment of appropriate channels to enable open communication between staff and parents;
- (f) the adoption of an effective code of discipline which places an emphasis on self-discipline and positive reinforcement of good behaviour, while recognising that all students have a right to learn in a well-ordered, well-disciplined environment.

14. Charter for Teachers in Lutheran Schools

The Charter for Teachers is recorded in Schedule 8.

15. Contract of Hiring - Teachers

15.1 All teachers will be employed as ongoing full-time, ongoing part-time, fixed term full-time, fixed term part-time or casual teachers, subject to the provisions in clause 16 (Types of Employment - Teachers).

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

- 15.3 The conditions of employment outlined in Clause 16 cannot be altered except by mutual agreement between the School and the teacher or in accordance with Clause 48 Redundancy.
- 15.4 Where the School and a teacher agree to a temporary increase in the teacher's hours of work, the extra proportion of teaching time will be a separate contract of employment for casual work subject to the conditions of Clause 16.6 (Casual Employment (Relief Teachers) except that the minimum of half day as prescribed in Clause 16.6 (c) may be disregarded. The teacher's remuneration for the extra work will be paid at the casual rate of the teacher's incremental step in the salary scale.
- 15.5 A teacher must comply with the Principal's reasonable directive to carry out the classroom teaching duties that are within the limits of the teacher's skills, competence and training.
- 15.6 On engagement the School may require a teacher to supply:
- (a) documentary evidence of the teacher's experience and qualifications or other evidence satisfactory to the School as to the teacher's suitability to perform the duties the teacher would be required to undertake; and
 - (b) a certificate from an approved legally qualified medical practitioner of the teacher's choice that the teacher is able to perform the duties required.

The School must pay for the cost of obtaining the certificate.

16. Types of Employment - Teachers

16.1 Categories of employment

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

- (a) Ongoing full-time or ongoing part-time employment
- (b) Fixed term full-time or fixed term part-time employment
- (c) Casual employment

16.2 Terms of Engagement

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

- (a) the classification;
- (b) category of employment;
- (c) rate of salary applicable on commencement;
- (d) the teacher's face-to-face teaching load i.e. the teacher contact time will not exceed the load prescribed by Clause 26 Teacher Workload and Hours of Work;
- (e) job description;
- (f) details of any co-curricular and extra-curricular commitment;
- (g) general conditions of appointment by reference to this agreement;
- (h) special conditions (if any) and;
- (i) in the case of a part-time teacher, the letter of appointment will include:
 - (1) the part-time teacher's teaching load expressed as a percentage of a full-time load in the School as per Clause 16.4 (c);

- (2) the part-time teacher will be advised that their duties (other than teaching) will be in the same proportion as their teaching load bears to that of a full-time teacher; and
- (j) Where the School engages a teacher on a fixed term basis, the letter of appointment will inform the teacher of the reason the employment is fixed term, the date of commencement and the date of or event that determines cessation of the employment.
- (k) The letter of appointment shall not contain any provision that is inconsistent with or contrary to any provision of this Agreement. Should any inconsistencies be found the provisions of this Agreement shall prevail.
- (l) The conditions stated in the letter of appointment shall, while the employment continues, be observed by the both the School and the teacher and shall not be subject to any alteration of significance without the consent of the teacher.
- (m) The School may direct a teacher to carry out such duties as are within the reasonable limits of the teacher's skill, competence and training consistent within the classification structures of this Agreement provided that such duties are not designed to promote de-skilling.
- (n) A copy of the letter of appointment shall be signed by teacher within one (1) week of commencing work. A copy shall be retained by the School.

16.3 Ongoing Full-time employment

A full-time teacher is a teacher engaged to work a full teaching load as prescribed in clause 26 Teacher Workload and Hours of Work for an average of 38 ordinary hours per week averaged over the school year. Additional time provided by this clause is for teachers to use under their own discretion for activities such as planning, preparation, marking, but not for additional meetings, co or extra-curricular activities.

16.4 Ongoing Part-time employment

- (a) A part-time teacher is a teacher who is engaged to work on a regular basis for less than or equal to 90% of the hours of a full-time teacher in the School.
- (b) If the hours of a part-time teacher rise above 90%, the teacher will be considered to be full-time and will be remunerated as such.
- (c) A part-time teacher's teaching load will be expressed as a percentage to two significant figures (normal rounding rules will apply) calculated by dividing the number of 'face to face teaching' hours prescribed for the part-time teacher from time to time by the usual number of 'face-to-face teaching' hours prescribed for a full-time teacher in the School.
- (d) A part-time teacher is entitled to the benefits of all the terms and conditions under this Agreement on a pro rata basis. The pro rata basis will be the percentage calculated in clause 16.4(c) above.
- (e) Notwithstanding Sub-Clause 16.4.(a) a teacher (full-time or part-time) who requests to work above 90% of full-time hours, but less than full-time, will not be considered to be full-time and will be remunerated for the actual hours worked.
- (f) The School cannot vary a part-time teacher's teaching load or days of attendance unless:
 - (1) the teacher consents; or
 - (2) where such a variation is required as a result of a change in:

- (A) Funding or
 - (B) Enrolment or
 - (C) Timetable or
 - (D) Curriculum
- (3) Where the School varies a part-time teacher's teaching load or days of attendance as provided in Sub-Clause 16.4 (f) (2), the School must do so only at the end of a school year and provide seven (7) weeks' notice in writing. Alternatively where the change would result in a reduction in salary, the salary of the part-time teacher will be maintained for a period of seven weeks and in that case the provisions of clause 48.11 Partial redundancy shall also apply.
- (g) Part-time teachers may be required to attend nominated school activities or compulsory professional development on a school day or part-day when they do not normally work.
- (1) Part-time teachers may refuse to work such additional hours if they are unreasonable.
 - (2) For such work, the teacher will be paid at the casual rate of their appropriate incremental step or be granted time off in lieu (at a mutually agreed time) as the teacher elects.
 - (3) Where the teacher elects to be paid, the minimum half day payment will be disregarded and the additional hours will not count as service for determining leave entitlements.
 - (4) A part-time teacher can reasonably be expected to participate in all school related activities on those days on which that teacher normally works at the School and the activities adjoin the teachers normal teaching hours and such other times as are negotiated with the School.
 - (5) Payment under this Sub-Clause 16.4(g) will not apply if the total number of days required to work in a week does not exceed the number normally worked in a week by the teacher.
 - (6) The School cannot require a teacher to work a day in lieu of a public holiday.
 - (7) If this Sub-Clause 16.4(g) is invoked by the School, at least four (4) weeks' notice must be provided to the teacher.

16.5 Fixed Term Employment

- (a) Fixed term employment is where a teacher is engaged with a specific start date and a specific end date, that is a fixed period of time to accommodate an identifiable short term need. The end date may be varied due to circumstances as set out below.
- (b) Fixed term employment may be either full-time or part-time.
- (c) A teacher will not be engaged on a fixed term contract of less than one full school term. Fixed term engagements for less than a full school term will be on a casual basis.
- (d) A teacher hired for a full term or more must be paid at their appropriate incremental step with pro-rata entitlement to Personal/Carer's leave, annual leave and annual leave loading. For engagements less than a full term, the employment will be as a casual pursuant to Clause 16.6.

(e) The School may employ a teacher for a fixed-term contract in the following situations and subject to the following conditions:

(1) Replacement for another teacher on approved leave

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

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

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

(2) Increases in enrolments

Where the School reasonably believes that a significant increase in enrolments is due to exceptional circumstances and will not be sustained, the school may employ a teacher for a fixed term to a maximum of two (2) years.

(3) Special projects and new curriculum trials

Where the School wishes to employ additional staff to undertake a special teaching project or to trial a substantially new area of curriculum, the school may employ a teacher for a fixed term to a maximum of two (2) years.

(4) Filling of unforeseen vacancy

Where the School wishes to fill an 'unforeseen vacancy', pending filling of the vacancy on a continuing basis, the school may employ a teacher for a fixed term to a maximum of one (1) year.

For the purposes of Sub-Clause 16.5 (e) (4), an 'unforeseen vacancy' is one arising from a teacher giving less than the period of notice required under the terms of the Clause 44 Termination of Employment of Teachers.

Where the School is located outside of a radius of 50 kilometres from the Perth GPO, this Sub-Clause 16.5 (e) (4) may be invoked where the teacher gives less than one full term's notice.

The School may appoint a teacher on a fixed term basis for the remainder of the school year and recruit an ongoing teacher to commence at the start of the next year.

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

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

For the purpose of filling positions that arise from external funding for specific purposes and for limited periods of time, a School may employ a teacher for a fixed term to a maximum period as provided for by the funding arrangement.

(f) General conditions for Fixed Term Teachers

- (1) On appointment, the School will provide the teacher with a letter of appointment, stating the nature and duration of the contract and the reason that the teacher is so employed with regard to the terms of such employment as set out in this Agreement.
- (2) Either party may terminate the contract of hiring by providing seven (7) weeks' notice in writing.
- (3) If the required notice of termination is not given, the School must pay or the teacher must forfeit as the case may require, a sum equal to the salary difference between the period of notice actually given and the period of notice required.
- (4) A fixed term teacher other than a teacher engaged to:
 - (A) replace another teacher on approved leave; or
 - (B) fill a vacancy of limited tenure arising from external funding arrangementsemployed under this clause for a subsequent contract will be deemed to be an ongoing teacher, i.e. no longer on a fixed term contract.
- (5) Should the employment category of a teacher employed under this Clause 16.5 be changed to ongoing, provision for a probation period will not apply. Such a teacher will be entitled to retain all accrued entitlements.

16.6 Casual employment (Relief Teachers)

- (a) A casual teacher must not be engaged for the same position or in the same capacity for any continuous period longer than one school term.
- (b) A casual teacher will be paid for a minimum of half a day, which is half the usual timetabled time.
- (c) The contract may be terminated by either party with one day's notice. If the required notice is not given, the School must pay or the teacher must forfeit the salary which would have been payable for the notice period.
- (d) The rates of pay for a casual teacher are contained in Schedule 1 and will be in accord with the following:
 - (1) Teachers engaged on a casual basis for a period of less than 5 consecutive school days will be remunerated at the daily rate calculated as follows:
 - (A) Less than 4 year trained:
$$\text{Daily Rate} = \text{GT2 Annual Salary} \times \frac{1}{200}$$
 - (B) Four year (or more) trained:
$$\text{Daily Rate} = \text{PT1 Annual Salary} \times \frac{1}{200}$$
 - (2) Teachers engaged on a casual basis for less than one school day will be paid either for full day or half day (refer to Sub-Clause 16.6 (c) above).

- (3) Teachers engaged on a casual basis for five (5) or more consecutive school days will be remunerated on a daily basis at their substantive incremental step in accordance with qualifications and years of teaching experience plus the casual loading of 25%.

17. Classification of Teachers

- 17.1 Teachers will be classified in accordance with the provisions of the following schedule
 - (a) Schedule 2

18. Positions of Additional Responsibility (PAR) for Teachers

The criteria and process for appointment to Positions of Additional Responsibility are set out in Schedule 3.

19. Contract of Hiring - Lutheran School Officers

- 19.1 All Lutheran School Officers will be employed as ongoing full-time, ongoing part-time, fixed term or casual Lutheran School Officer, subject to the provisions in clause 20.
- 19.2 On engagement the School may require a Lutheran School Officer to supply:
 - (a) documentary evidence of the Lutheran School Officer's experience and qualifications or other evidence satisfactory to the School as to the Lutheran School Officer's suitability to perform the duties the Lutheran School Officer would be required to undertake; and
 - (b) a certificate from an approved legally qualified medical practitioner of the Lutheran School Officer's choice that the Lutheran School Officer is able to perform the duties required.

The School must pay for the cost of obtaining the certificate.

20. Types of Employment – Lutheran School Officers

- 20.1 Category of Employment

Employees employed as Lutheran School Officers will be employed in one of the following categories:

 - (a) Ongoing full-time and ongoing part-time
 - (b) Fixed term full-time and fixed term part-time
 - (c) Casual
- 20.2 Terms of engagement
 - (a) On appointment the School will provide the Lutheran School Officer (other than a casual Lutheran School Officer) with a letter of appointment stating:
 - (1) The classification in accordance with Schedule 6
 - (2) The category of employment (i.e. as set out in clause 20.1)
 - (3) The salary applicable on commencement
 - (4) The normal hours of work
 - (5) The number of ordinary hours of work per week and 'stand-down' period excluding annual leave (if appropriate) per year

- (6) The job description (in accord with the provisions of Attachment 1 of Schedule 6) setting out the work the Lutheran School Officer is expected to perform.
 - (7) General conditions of employment
 - (8) Special conditions of employment (if any)
- (d) The letter of appointment shall not contain any provision that is inconsistent with or contrary to any provision of this Agreement. Should any inconsistencies be found the provisions of this Agreement shall prevail.
- (e) The conditions stated in the letter of appointment shall, while the employment continues, be observed by the parties and shall not be subject to any alteration of significance without the consent of the employee.
- (f) An employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent within the classification structures of this Agreement provided that such duties are not designed to promote de-skilling.
- (g) A copy of the letter of appointment shall be signed by the employee as soon as practical after commencing work and a copy shall be retained by the School.

20.3 Ongoing Full-time Lutheran School Officers

- (a) A full-time Lutheran School Officer is an employee engaged to work 37.5 hours per week or an average of 37.5 hours per week pursuant to clause 41 (Ordinary Hours of Work – Lutheran School Officers) for 52 weeks per year, less the period of four (4) weeks annual leave.
- (b) A Lutheran School Officer engaged to work 37.5 hours per week or an average of 37.5 hours per week pursuant to Clause 41 (Ordinary Hours of Work – Lutheran School Officers) for less than 52 weeks and at least all of the term weeks in the school year is deemed to be full-time for the entitlement to
 - (1) Annual leave
 - (2) Personal/Carer's Leave
 - (3) Long Service Leave

20.4 Ongoing Part-time Lutheran School Officers

- (a) A part-time Lutheran School Officer is an employee who is engaged to work:
 - (1) less than 37.5 ordinary hours per week or an average of less than 37.5 hours per week averaged over the school year pursuant to clause 41 (Ordinary Hours of Work – Lutheran School Officers) or
 - (2) a specified number of weeks less than 52 weeks per year (less four (4) weeks annual leave).
- (b) A part-time Lutheran School Officer will be paid an hourly rate calculated by dividing the weekly rate for the Lutheran School Officer's classification by 37.5.
- (c) A part-time Lutheran School Officer's entitlements under this Agreement will be calculated on a pro rata basis. A Lutheran Officer who works all term weeks in a school year will be deemed to be full-time for the purposes of accruing leave entitlements.
- (d) At the time of engagement, the School and the part-time Lutheran School Officer will agree in writing on a regular pattern of work, specifying the number of hours worked each day, the days of the week the Lutheran School Officer will work, the number of

weeks of the school year the Lutheran School Officer will work and the starting and finishing times each day.

- (e) The terms of the Agreement in Sub-Clause 20.4 (d) may be varied by agreement between the School and the Lutheran School Officer. Any such variation will be recorded in writing.
- (f) The School will look to offer part-time Lutheran Schools Officers any additional hours available, as appropriate to the role alignment of the Lutheran School Officer and due consideration of the School's needs, before advertising externally.

20.5 Fixed Term Employment

- (a) Fixed term employment is where a Lutheran School Officer is engaged with a specific start and date and a specific end date. The end date may be varied due to circumstances as set out below.
- (b) Fixed term employment may be either full-time or part-time.
- (c) Lutheran School Officers engaged for a full term or more must be paid at the appropriate classification with pro-rata entitlements to Personal/Carer's leave, annual leave and annual leave loading. For engagements less than a full term, the employment will be as a casual. (refer Clause 20.6)
- (d) A School may employ a Lutheran School Officer for a fixed-term contract in the following situations and subject to the following conditions:

- (1) Replacement for another Lutheran School Officer on approved leave

The School may employ a replacement Lutheran School Officer, meaning one who is hired for a period mutually agreed between the School and the Lutheran School Officer to replace another Lutheran School Officer who is on approved leave of any kind.

However, the replacement Lutheran School Officer does not have to fill the position vacated by the Lutheran School Officer on leave.

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

The School is not obligated to engage a replacement Lutheran School Officer, if within the School there already exists a Lutheran School Officer who can fulfil the position by increasing the existing Lutheran School Officer's hours of work or by being reclassified.

- (2) Temporary increase in enrolments

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

- (3) Special projects and new curriculum trials

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

- (4) Filling of unforeseen vacancy

Where the School wishes to fill an 'unforeseen vacancy', pending filling of the vacancy on an ongoing basis, it may employ a Lutheran School Officer for a fixed term to a maximum of one year.

For the purposes of this Sub-Clause 20.5 (d) (4), an 'unforeseen vacancy' is one arising from a Lutheran School Officer giving less than the period of notice required under the terms of the Clause 45 – Termination of Employment – Lutheran School Officers.

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

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

For the purpose of filling positions that arise from external funding for specific purposes and for limited periods of time, the School may employ a Lutheran School Officer for a fixed term to a maximum period as provided for by the funding arrangement.

(e) General conditions for fixed term Lutheran School Officers

(1) On appointment, the School will provide the Lutheran School Officer with a letter of appointment, stating the nature and duration of the contract and the reason that the Lutheran School Officer is so employed with regard to the terms of such employment as set out in this Agreement.

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

(3) If the required notice of termination is not given, the School must pay or the Lutheran School Officer must forfeit as the case may require, a sum equal to the salary difference between the period of notice actually given and the period of notice required.

(4) A Lutheran School Officer other than a Lutheran School Officer engaged to:

(A) replace another Lutheran School Officer on approved leave Sub-Clause 20.5 (d) (1) or

(B) to fill a vacancy of limited tenure arising from external funding Sub-Clause 20.5 (d) (5)

employed for a subsequent contract under this clause 20.5 will be deemed to be a continuing Lutheran School Officer, i.e. no longer on a fixed term contract.

20.6 Casual Employment

(a) A casual Lutheran School Officer is an employee engaged as such; i.e. engaged and paid by the hour for a period mutually agreed between the employee and the School.

(b) A casual Lutheran School Officer must not be engaged for the same position or in the same capacity for any continuous period longer than one school term.

(c) A casual Lutheran School Officer will be paid an hourly rate for the Lutheran School Officer's classification applicable to the role, plus 25%.

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

21. Classification of Lutheran School Officers

- 21.1 All Lutheran School Officers appointed as Lutheran School Officers are to be classified in accordance with Schedule 6 - 'Classification Structure for Lutheran School Officers'.
- 21.2 The Principal will determine the classification level by reference to the evaluation factors and indicative duties in Schedule 6.
- 21.3 The School must advise the Lutheran School Officer in writing of their classification and if there are any agreed changes in the Lutheran School Officer's classification.

22. Role Description of Lutheran School Officers

Each Lutheran School Officer who is currently employed shall have a mutually agreed job description.

23. Agency Employees

Employees from agencies are not employees of the School and as such will be bound by the conditions of employment of the agency.

24. Casual Junior Lutheran School Officers

- 24.1 Casual Junior Lutheran School Officers are required to have close supervision at all times. Supervision is to be provided if working outside the ordinary hours of work specified in this Agreement. When working outside the ordinary hours of work, penalty rates will apply.
- 24.2 Casual Junior Lutheran School Officers are entitled to receive a pay slip within one day of being paid.
- 24.3 Casual Junior Lutheran School Officers are entitled to an unpaid break of a minimum of 30 minutes and a maximum of 60 minutes if they work five hours or more in a given day.
- 24.4 Casual Junior Lutheran School Officers' shifts may be terminated by giving one hour's notice.
- 24.5 A Casual Junior Lutheran School Officer under the age of 18 years shall be accompanied by a parent(s) or guardian during any negotiation discussions.

25. Probation

25.1 Lutheran School Officers

A new Lutheran School Officer may be employed for a probationary period not exceeding twelve (12) working weeks. Unless there is written agreement to the contrary, the appointment will be deemed to be ongoing on expiry of this period.

- (a) During the probationary period, the Lutheran School Officer will receive induction and other professional assistance as is deemed necessary by the School.
- (b) During the probationary period a Lutheran School Officer who is deemed by the School to be unsatisfactory is to be advised accordingly in writing and counselled.
- (c) Where a probationary Lutheran School Officer is deemed by the School to be unsatisfactory, the School may, with the consent of the Lutheran School Officer, extend

the period of probation for a single extension of a period not exceeding twenty (20) school weeks.

- (d) During the probationary period a Lutheran School Officer who is not to be confirmed as ongoing is to be given notice of termination as detailed in Clause 45 Termination of Employment – Lutheran School Officers.

25.2 Teachers

- (a) All appointments of teachers will be regarded as probationary for the first twenty (20) school weeks. The School may at its discretion reduce or waive the probationary period. If the teacher's employment is continued after the probationary period, the employment will be deemed to be ongoing.
- (b) During the probationary period, the teacher will receive induction and other professional assistance as is deemed necessary by the School.
- (c) During the probationary period a teacher who is deemed by the School to be unsatisfactory is to be advised accordingly in writing and counselled.
- (d) Where a probationary teacher is deemed by the School to be unsatisfactory, the School may, with the consent of the teacher, extend the period of probation for a single extension of a period not exceeding 20 school weeks.
- (e) During the probationary period a teacher who is not to be confirmed as ongoing is to be given notice of termination as detailed in Clause 44 Termination of Employment of Teachers.

26. Teacher Workload and Hours of Work

26.1 All workload matters not specifically dealt with elsewhere in this Agreement are to be considered through a joint decision making process at the School and shall be recorded in 'Teacher Workload Agreement' in accordance with the following:

- (a) For the purpose of making the 'Teacher Workload Agreement', a working group of School representatives and teacher representatives (who may be members of the Consultative Committee or other teachers elected for the specific purpose of making the agreement) shall be formed. Teacher representatives shall be elected by and from the teaching staff. Once the Teacher Workload Agreement has been adopted, the working group is no longer required.
- (b) Teaching staff shall have a minimum of seven (7) clear working days to review the proposed workload agreement before voting.
- (c) The vote will be by secret ballot of the teachers and decided by a simple majority of votes cast.
- (d) The documented agreement is to be signed by the Principal and an elected staff representative.
- (e) If agreement about changes to the workload under this Clause 26 cannot be reached, the status quo prior to commencement of negotiations will remain.
- (f) The Workload Agreement as at the commencement of this Agreement is in Schedule 13. For clarity, it can be modified through the establishment of a new 'Teacher Workload Agreement'.
- (g) Any concerns about the implementation of the workload agreement shall be addressed through the Consultative Committee in the School.

- (h) The agreement may be reviewed annually. The timing of any review will be determined by the Consultative Committee. Either the school or the teacher representatives on the Consultative Committee may initiate a review of the workload agreement.
- (i) If teachers are of the opinion that appropriate joint decision making on the matter of workload has not taken place, then the dispute resolution process will be used.
- (j) The Consultative Committee will conclude a review of the teacher workload by 31 December each year. The Consultative Committee will seek input from teachers, school leadership and the IEUWA. Matters to be considered during the 2024 review will include:
 - (1) the 100 hours per semester co-curricular requirement of teachers.
 - (2) How an extra 20 minutes of DOTT for primary teachers may be achieved.
 - (3) Additional DOTT for composite class teachers.
 - (4) Representation on the teacher workload agreement working group or Consultative Committee counting as co-curricular hours.
 - (5) TOIL allowances for teachers attending camps

26.2 The following Clauses (26.3 - 26.9) supplement the NES in respect of maximum weekly hours.

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

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

- (a) Any risk to teacher's health and safety from working the additional hours;
- (b) The teacher's personal circumstances, including family responsibilities;
- (c) The needs of the workplace or enterprise in which the teacher is employed;
- (d) Whether the teacher is entitled to receive, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- (e) Any notice given by the School of any request or requirement to work the additional hours;
- (f) Any notice given by the teacher of the teacher's intention to refuse to work the additional hours;
- (g) The usual patterns of work in the industry, or the part of an industry, in which the teacher works;
- (h) The nature of the teacher's role, and level of responsibility;
- (i) Whether the additional hours are in accordance with averaging terms included in this Agreement, or with an averaging arrangement agreed to by the School and teacher under Section 64, NES;
- (j) Any other relevant matter.

26.4 The ordinary hours of work for a teacher during term weeks are variable. A teacher is not normally required to attend for periods of time when the students are not present, subject to the needs of the School with regard to professional development, student free days and other activities requiring the teacher's attendance.

- 26.5 The maximum number of school days that a teacher will be required to attend during term weeks and non-term weeks will be 198 (including gazetted public holidays) during the scheduled term weeks in each school year.
- 26.6 The following circumstances are not included when calculating the 198 teacher attendance days:
- (a) co-curricular activities that are conducted on a weekend;
 - (b) extra-curricular activities
 - (c) school-related overseas and interstate trips, conferences and similar activities undertaken by mutual consent during non-term weeks;
 - (d) when the teacher appointed to a leadership position is performing duties in non-term weeks that are directly associated with the leadership position;
 - (e) exceptional circumstances, such as the requirement to provide pastoral care to students in the event of a tragedy in a School community, in which a teacher may be recalled to perform duties relating to their position.
- 26.7 The School will provide written notice of the term weeks and days in non-term times on which its teachers are required to attend, six months in advance of the requirement to attend.
- 26.8 There shall be no School required professional development in end of term breaks other than
- (a) The up to three (3) days prior to students commencing school at the beginning of Term 1 for professional development and planning activities.
 - (b) That time when the School decides to reduce the days of attendance of students in order to provide professional development to teachers, contiguous to non-term weeks.
- 26.9 The annual salary and any applicable allowances payable under this Agreement are paid in full satisfaction of a teacher's entitlements for the school year or a proportion of the school year. A teacher's absence from the School during the non-term weeks at the end of the year is deemed for the purposes of the NES only, to include their entitlement to annual leave.
- 26.10 The School and teachers recognise that teacher workload is a matter that needs to continue to be addressed to meet its educational, institutional and community needs.
- 26.11 The composition of classes will be determined by consultation to enable teachers to best meet the needs of students. Factors to be taken into account will be the educational, social and emotional needs of the students and the level of additional support that will be made available to teachers.
- 26.12 Consultation with the relevant teachers and the development of a management plan will form part of the process to cater for students with special needs. The School will consider carefully the requirements for resources to meet students' needs.
- 26.13 The School and teachers recognise the following components of a teacher's work:
- (a) *Core Activity* refers to those activities that have formed and will continue to form an essential part of each teacher's responsibility and workload and consists of two parts:
 - (1) Curricular Activity, which means time-tabled, face-to-face contact time with students for the purposes of pastoral care, instruction in academic disciplines or organisational matters, usually in a classroom but elsewhere on occasions;

- (2) Co-curricular Activity, which means professional activity undertaken by a teacher as an essential adjunct to “curricular activity” and includes such activities as:
- Staff meetings
 - Faculty meetings
 - Co-ordination, subject level meetings, committees
 - Parent-Teacher Interviews
 - Yard and Bus Duties
 - Sports Day (out of timetabled time)
 - Open day or evening
 - Religious Observances e.g. Staff Bible Study, Staff Morning Devotions, Sunday Services
 - School Fair
 - Annual Valedictory Services
 - Committee meeting and preparation (out of timetabled time)
 - Twilight tea
 - Camps (where not considered extra-curricular activities)
 - Staff Retreat
 - Sports Coaching if curriculum related (otherwise extracurricular)
 - School required professional development (after school hours)
 - Home visits
 - Pastoral care

The Consultative Committee has the ability to vary or add to this list of activities.

- (3) Teachers shall not be required to do more than 100 hours of co-curricular activities per semester.
- (4) A teacher’s responsibility to undertake co-curricular duties shall be balanced against the teacher’s family, social, professional and other responsibilities.
- (5) Arrangements for recognition of co-curricular time spent on camps will be established in the Teacher Workload Agreement. Teachers will receive a payment of \$120 per night for camps. Over the course of the agreement the School will explore options for TOIL allowances for teachers.
- (6) Nothing in these clauses precludes the School paying an allowance to a teacher for undertaking particular activities such as production of school play, magazine, coaching a team.
- (b) *Extra-Curricular Activity* means the organisation, management or supervision of cultural, social and sporting activities which the School deems to be a desirable component of the educational program of the School.
- (1) A teacher’s responsibility to undertake extra curricular duties shall be balanced against the teacher’s family, social and professional responsibilities.
- (2) Nothing in these clauses precludes the School paying an allowance to a teacher for undertaking a particular extra curricular activity such as the production of a school play, magazine or coaching a team.

- (3) Since extra-curricular activities are fundamental to the educational and cultural character of the School, teachers are expected to share in these activities to the extent of any balance left in the co-curricular workload cap of 100 hours per semester.
 - (c) The consultative process in place at the School will be the means for negotiating the level of teachers' involvement in Co and Extra-curricular activities. If the School wishes to offer extra-curricular activities in addition to the School Workload Agreement; staffing of such activities will occur with the agreement of interested staff.
 - (d) Teacher workload shall be determined at the School by means of the consultative approach. Both the School and employees recognise:
 - (1) the importance of DOTT time;
 - (2) that teaching timetables will be negotiated prior to the beginning of the year in consultation with teachers and the School executive;
- 26.14 The School will negotiate with teachers who volunteer to engage in extra-curricular activities which are above the co-curricular cap, to ascertain if it is necessary, to compensate for the extracurricular involvement and where compensation is necessary the School will negotiate a schedule of compensation.
- 26.15 Where extracurricular programs are established, a schedule of compensation for participating teachers will be developed and agreed during the life of this agreement.
- 26.16 A part-time teacher's participation in co-curricular and extracurricular activities is on a pro-rata basis consistent with the proportion of engagement in relation to a full-time teacher.
- 26.17 Part-time teachers are required to attend parent-teacher interviews.
- 26.18 Face to Face Teaching
- The maximum face to face teaching hours for any full-time teacher in:
- (a) secondary school shall be no more than 0.8 of a full teaching load, and
 - (b) primary school shall be no more than 0.85 of a full teaching load.
- 26.19 Duties other than Teaching Time (DOTT)
- (a) In addition to face-to-face teaching hours, the following periods of time (exclusive of recess and lunchtime) are provided to teachers to perform other than face-to-face teaching duties within the normal school day or normal operating hours:
 - (1) Senior 300 minutes per week
 - (2) Primary 250 minutes per week
 - (3) Kindergarten/Pre Primary 300 minutes per week
 - (b) The use of DOTT time may be at the discretion of the teacher within the parameters of its definition.
 - (c) DOTT time is a matter that is to be resolved by consultation at the School. Consultative processes shall take the concerns of employees about the impact of using assigned DOTT time to cover periods of relief.
 - (d) DOTT activities requiring a staff member to be off-campus should be negotiated with the appropriate supervisor.

26.20 Meetings

- (a) Meetings include staff, department, curriculum, parent-teacher meetings falling outside the timetable but do not include meetings on Pupil Free Days or morning briefings.
- (b) Meetings shall be limited to a maximum of 70 minutes per week per teacher, averaged over a term.
- (c) Meetings will not start earlier than 8am nor finish later than 5pm unless so agreed by people involved in the meeting.
- (d) Nothing in this clause precludes a meeting from being held within the timetable.
- (e) School organised Parent-Teacher interviews (including “Student Led Conferences”) are not to be conducted beyond 7.30 pm unless by mutual agreement.

26.21 Right to Disconnect

- (a) Clause 26.21 provides for the exercise of an employee’s right to disconnect set out in section 333M of the *Fair Work Act 2009*.
- (b) In accordance with this clause and the protocols developed pursuant to subclause 26.21(d), an employee has a right to:
 - (1) Disconnect from work outside the designated span of hours; and
 - (2) Not response to, or engage with, work related electronic communications including emails, texts, telephone calls, messages, video calls or sending or reviewing other messages from the School or a third party, including students and parents of students, if the contact or attempted contact relates to their work.
- (c) The School will not directly or indirectly prevent an employee from exercising their right to disconnect under the Enterprise Agreement.
- (d) The School will develop protocols to implement a right to disconnect through consultation with staff and the protocols will include:
 - (1) A designated span of hours when employees may be expected to respond;
 - (2) A response time to ‘out of hours’ contact to the next designated hours considering weekends, leave, other non-working days (including those of part-time employees), vacation periods and holidays, employee’s personal circumstances; and
 - (3) The circumstances in which employees can be required to connect and/or respond outside of the designated span of hours, such as:
 - (A) Public emergencies;
 - (B) Critical incidents;
 - (C) Receiving information about expectations for the start of school terms or return from leave;
 - (D) Potential harm to others may otherwise result; or
 - (E) May be necessary to comply with legal obligations.
- (e) The School must advise students, parents and the school community of the employees’ right to disconnect consistent with this clause and the protocols developed in subclause 26.21 (d).

- (f) For the avoidance of doubt, an employee's refusal to monitor, read or respond to contact, or attempted contact, from the School, or from a third party, including students or parents of students, if the contact or attempted contact relates to their work, will be unreasonable if the contact or attempted contact is required under a law of the Commonwealth, a State or a Territory.
- (g) If the School and an employee disagree as to whether the employee's refusal under clause 26.21 (b) was unreasonable, then the dispute resolution procedure will be invoked in accordance with clause 8 dispute Resolution process. In the event that the dispute is not resolved at the Workplace level, then a party may refer the matter to the Fair Work Commission to be dealt with in accordance with section 333N of the Fair Work Act 2009.
- (h) Clause 26.21 (c) does not prevent the School from requiring an employee to monitor, read or respond to contact, or attempted contact, from the School, students, parents of students outside of the employee's working hours where:
 - (1) The employee is performing a sleepover under Schedule 8, clause 10;
 - (2) The School's contact is to notify the employee they are required to attend or perform work; and
 - (3) The School's contact is in accordance with the usual arrangements for such notification.

26.22 Class Sizes

- (a) The optimum class sizes are:
 - (1) Kindergarten class size may be less than or equal to 20 students however, whilst maintaining a 10:1 ratio as per National Quality Standards, class size may be 25.
 - (2) Pre-primary to Year 2 class size may be less than or equal to 25 students.
 - (3) For all other classes (Year 3 to Year 12) class size may be less than or equal to 28 students.
- (b) Practical classes in the Secondary School will be an appropriate number dependent on a risk assessment of the activity, the workspace, and any Lutheran School Officer support provided. A risk assessment shall be conducted by the teacher in conjunction with the Principal or delegate.

26.23 Students with Special Educational Needs

- (a) The School has a commitment to the provision of education to students with special education needs. The meeting of special needs of students allocated to classes will be dealt with in accordance with Clause 26.11 to the extent that funding is available.
- (b) The School shall provide, as soon as practical, all relevant information to the teachers assigned students with verified special needs before the consultation concerning the composition and size of the class takes place, pursuant to Clause 26.11.
- (c) The School may provide appropriate 'general staff class room support' to the extent of funding available. General staff will be provided with relevant information about the special needs of the students.
- (d) Within the School's resources, the School may provide the following classroom support:
 - (1) appropriate training for employees relevant to the student's special educational need or impairment. Training may include:

- (A) in-depth information about the student's particular needs;
 - (B) techniques and advice appropriate to supporting the student's learning;
 - (C) physical lifting and support techniques;
 - (D) administration of medication.
- (2) The time allocation for learning support teachers, includes time for:
- (A) planning with other staff to provide support activities
 - (E) meetings to liaise with appropriate professional groups.
- (e) The School will ensure that clear procedures are prepared to guide employees in the administering of medication to special needs students. Such procedures will include documented processes for the control and authorisations to administer medication.

27. Support for Graduate Teachers

- 27.1 Teachers in their first year of teaching shall participate in an induction process of one year's duration, unless the teacher and the School agree that the induction process shall continue for a further year.
- 27.2 The induction process shall be under the terms and conditions established by the School to assist the teacher's professional development.
- 27.3 The School shall provide a written statement to the teacher one term before the end of the teacher's first year, outlining the teacher's progress and development.
- 27.4 The School shall report regularly to the teacher on the progress of the induction process and shall comment and make suggestions that will assist the teacher's professional development.
- 27.5 Graduate teachers shall receive training in undertaking risk assessments as part of their induction.
- 27.6 Graduate teachers in their first year of service will be provided with one additional period of non-contact time of one lesson period per week.
- 27.7 The additional release time unlike DOTT time is not discretionary, but will be used for professional interaction with senior staff, specialists, mentors or any other purpose by agreement with the Principal.
- 27.8 The additional non-contact time may be accumulated and used for larger activities with the approval of the Principal.
- 27.9 A teacher returning to teaching after an absence of five or more years shall be offered support through an induction process as considered appropriate and agreed between the School and the teacher at the time of appointment following such absence.
- 27.10 The School will seek to provide additional release time to a teacher who is mentoring a Graduate Teacher

28. Accreditation for Teachers in Lutheran Schools

- 28.1 All teachers in Lutheran schools are required to be accredited by the Lutheran Church of Australia. Accreditation involves the completion of required study that is relevant to the responsibility held, and is maintained by ongoing study and reflection.
- 28.2 The School has responsibility to ensure that educators are properly equipped for their tasks in accordance with this policy. Letters of appointment for all educators shall include the Church's expectations of the person for theological development.

29. Graduate Certificate in Religious Education

- 29.1 Teachers new to Lutheran schools who require Accreditation to teach Christian Studies and choose to undertake study towards a Graduate Certificate in Religious Education, in lieu of the EQUIP program, shall be given opportunity to apply for and be granted paid leave to attend course required workshop days or study days in school time equivalent to that required for attendance at EQUIP workshops.
- 29.2 If a teacher gains the Graduate Certificate in Religious Education while teaching, they will advance an extra incremental step at the beginning of the next school year.
- 29.3 Teachers remunerated on either penultimate and ultimate incremental step upon completion of the Graduate Certificate in Religious Education and who are not entitled to the benefit in Clause 29.2 are to be paid a once only payment of \$1,200.

30. Staff Absences – Teachers

- 30.1 Where a teacher is absent and the absence is likely to be prolonged, the remaining teachers will not normally be required to carry out the duties of the absent teacher if this would involve them exceeding the normal Student Contact Time at the School.
- 30.2 Where a teacher is absent due to attendance at School-instigated activities such as conferences and school camps, the remaining teachers will not be required to carry out the duties of the absent teacher if this would involve them exceeding the normal Student Contact Time at the School.

31. Staff Absences – Lutheran School Officers

- 31.1 When a Lutheran School Officer is absent for more than three days, the remaining Lutheran School Officers will not normally be required to carry out the duties of the absent Lutheran School Officer.
- 31.2 Where a Lutheran School Officer is absent due to attendance at School-instigated activities such as conferences and school camps, the remaining Lutheran School Officers will not be required to carry out the duties of the absent Lutheran School Officer.

32. Relief Supervision

- 32.1 The supervising of relief lessons when the usual teacher is absent shall be subject to the following rules:
 - (a) As a general rule, primary teachers are not expected to be allocated relief lessons.

- (b) Relief supervisions are required of a teacher as deemed appropriate by the Principal or delegate.
- (c) The Principal or delegate is expected to use the following priority when assigning relief lessons:
 - (1) Under-loaded teachers.
 - (2) Part-timers – wanting to be paid.
 - (3) External teachers hired for the period.
 - (4) Fully loaded teachers.
- (d) A maximum of five (5) 'counted' relief supervisions per term will be required of each teacher.
- (e) For all relief supervisions, above the maximum of five (5) per term, given during a teacher's allocated DOTT time, the teacher is to be paid according to qualifications and experience or additional release time is to be provided within the term.
- (f) If more than one counted relief supervision was required of a teacher per week or more than five per term, the excess relief supervisions would be banked.
- (g) Time off in lieu (TOIL) would be granted when the number of relief supervisions banked reaches half a day.
- (h) If relief supervisions accrued, is less than half a day by the end of Term 4, the teacher will be granted TOIL or payment by agreement.
- (i) If on the day a teacher was to take the TOIL earned under this approach, and other staff members were able to provide relief supervision as appropriate to their timetable, and these additional relief in excess of the provision above then these lessons would be banked so that a teacher may earn a half or whole day off to be used for their own purposes. Any TOIL to be taken shall be by negotiation with and approval of the Principal.
- (j) The teacher who requests to be paid for all relief supervisions, above the maximum five, given during their allocated DOTT time, or PAR time, is to be paid according to qualification and experience or additional release time is to be provided within the term.
- (k) Part-time teachers are entitled to be paid for relief supervisions above their normal teaching loads.

33. Student-Free First Day of School Term

Consideration of whether the first day of each school term should be a student-free day will be a matter to be considered by the School as part of the consultative process.

34. Professional Development - Teachers

- 34.1 Teachers have a responsibility to maintain and improve their professional proficiency by participating in a variety of work-related developmental activities.
- 34.2 The School has a responsibility to encourage and facilitate the professional development of their teachers, to involve teachers in the planning and delivery of professional development and to support teachers in meeting their obligations.
- 34.3 The School and teachers agree that professional development should occur in a planned and structured way, to ensure that the needs of both the School and teachers are met.

- (a) Through consultation, policy and procedures for a structured professional development process will be developed at the School, based on the principles outlined Schedule 5.
- (b) Through discussion and negotiation with colleagues, and the person(s) designated by the School as “the supervisor(s)”, each teacher shall develop an approved Professional Development Plan that incorporates both long and short term goals and addresses the needs of the School, faculty or year level requirements and the personal interests of the teacher.
- (c) Where there is unresolved disagreement between the teacher and the supervisor on the appropriateness of the teacher’s Professional Development Plan, the matter may be negotiated in accordance with the Dispute Resolution Process.
- (d) The teacher shall maintain a portfolio, which contains documentation of professional development that matches the Professional Development Plan.

35. Induction of Employees

- 35.1 The induction of new employees is important and induction processes are to be in place at the School.
- 35.2 Mentoring is an important component of the induction process and shall take place at the School.
- 35.3 The selection of mentors is the responsibility of the Principal.
- 35.4 Induction of new employees will commence on their first day of work and be completed within 8 weeks of commencement.

36. Requests for Flexible Working Arrangements and Opportunities For Part-Time Employment

Part time employment

- 36.1 The School and employees recognise and support the opportunity for employees to achieve a suitable balance between work and other responsibilities.
- 36.2 Part-time employees include those engaged in a job sharing arrangement in which two employees share one full-time position on a regular and on-going basis. Part-time and job share employment may be available by negotiation with the Principal.
- 36.3 Following a written request for part-time work, the Principal will consult with the employee. If the request cannot be accommodated, the employee is entitled to be provided with reasons in writing. The Principal may reject a request for part-time work on reasonable business and education grounds

Requests for flexible working arrangements

- 36.4 An employee may request, in writing, a change in their working arrangements in the following circumstances:
 - (a) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - (b) the employee is a carer (within the meaning of the Carer Recognition Act 2010);
 - (c) the employee has a disability;
 - (d) the employee is 55 or older;

- (e) the employee is experiencing violence from a member of the employee's family;
 - (f) the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.
- 36.5 The School will only refuse a written request for a change in working arrangements on reasonable business grounds.
- 36.6 Before responding to a request, the School will discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:
- (a) the needs of the employee arising from their circumstances
 - (b) the consequences for the employee if changes in working arrangements are not made; and
 - (c) any reasonable business grounds for refusing the request.
- 36.7 The School will give the employee a written response to a request within 21 days, stating whether the School grants or refuses the request.
- 36.8 If the School refuses the request, the written response will include details of the reasons for the refusal including the business ground or grounds for the refusal and how the ground or grounds apply.
- 36.9 If the School and the employee could not agree on a change in working arrangements the written response must:
- (a) state whether or not there are any changes in working arrangements that the School can offer the employee so as to better accommodate the employee's circumstances; and
 - (b) If the School can offer the employee such changes in working arrangements, set out those changes in working arrangements.
- 36.10 If the School and the employee reach an agreement on a change in working arrangements that differs from that initially requested by the employee, the School will provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

37. Professional Development and Training - Lutheran School Officers

- 37.1 On application to the Principal, Lutheran School Officers may access up to five (5) days of work related professional development or training per school year.
- 37.2 If the training occurs at a non-scheduled work time, then the Lutheran School Officer will be provided with time off in lieu, at a time convenient, after consultation between the Lutheran School Officer and School. Consideration must be given to the school calendar. Time off need not be granted on special school calendar days where attendance of the Lutheran School Officer is critical.
- 37.3 The Principal is to encourage participation in and actively offer professional development to Lutheran School Officers.

38. Meal Breaks - Teachers

- 38.1 A teacher is entitled, each day, to a meal break between the hours of 11.30 am and 2.30 pm. The meal break will normally coincide with or be proximate to the student lunch break.
- 38.2 The meal break will be unpaid for not less than 30 minutes, except where a teacher is rostered for supervision duties (on a particular day) during the students' lunch period, in which case the duration of the meal break will be not less than 20 minutes.
- 38.3 The meal break will be continuous and free of disruption scheduled by the School.
- 38.4 The above provisions will not apply:
- (a) to a teacher who is absent from the School at the relevant time due to activities such as excursions or school camps; or
 - (b) on days when students remain indoors because of inclement weather.
- 38.5 This Clause 38 will not operate so as to prevent a teacher undertaking activities with students or staff on a voluntary basis.

39. Meal Breaks - Lutheran School Officers

- 39.1 A Lutheran School Officer is entitled each day, to a meal break between the hours of 11 am and 2.30 pm.
- (a) The meal break will be unpaid for not less than 30 minutes,
 - (b) The meal break will be continuous and free of disruption scheduled by the School. This provision will not apply:
 - (1) To a Lutheran School Officer who is absent from the school at the relevant time due to activities such as excursions or school camps; or
 - (2) On days when students remain indoors because of inclement weather.
- 39.2 This clause will not operate so as to prevent a Lutheran School Officer undertaking activities with students or staff on a voluntary basis.
- 39.3 The meal break will not count as time worked.
- 39.4 The School must allow a Lutheran School Officer a recess break of 20 minutes duration which will be counted as time worked, except where a Lutheran School Officer is rostered for supervision duties (on a particular day) during the students' recess period, in which case the duration of the recess break will be as agreed between the School and the Lutheran School Officer.

40. Breaks between Periods of Duty – Lutheran School Officers

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

- 40.3 The entitlements in Clauses 40.1 and 40.2 do not apply to a Lutheran School Officer:
- (a) who is provided with accommodation on the School's premises or in the vicinity of the School's premises;
 - (b) who is attending a School camp or excursion; or
 - (c) working a broken shift.

41. Ordinary Hours of Work - Lutheran School Officers

- 41.1 Full-time ordinary hours of work for Lutheran School Officers will be 37.5 hours per week.
- 41.2 The ordinary hours of work for a part-time or casual Lutheran School Officer will be in accordance with Clause 20 Types of Employment – Lutheran School Officers.
- 41.3 The ordinary hours of work in Clause 41.1 may be averaged over a period of a fortnight or four (4) weeks. The exception to this is Lutheran School Officers within the Resources career stream who may be employed in outdoor education whose hours of work may be averaged over a period of up to 12 months.
- 41.4 The ordinary hours of work will be worked on no more than 5 days in any 7 days and may be worked any day from Monday to Friday between 7.00 am and 6.00 pm for Lutheran School Officers other than those referred to below.
- 41.5 Play leaders and Cleaners may be required to work ordinary hours between 6.30 am and 6.30 pm.
- 41.6 Work performed outside of Ordinary Hours of Work payable at overtime rates, except when Clause 43.2 applies.

42. Rostered Days Off – Lutheran School Officers

- 42.1 Rostered days off arrangements will exist only where there is specific agreement between the School and Lutheran School Officers.
- 42.2 Ordinary hours shall be worked over 19 days of any 20 day work cycle with the twentieth day being taken as a rostered day off.
- 42.3 By agreement between a Lutheran School Officer and the School, rostered days off may be accumulated to a maximum of five (5) and taken in a manner agreed between the School and the Lutheran School Officer.

43. Variation to Working Periods – Lutheran School Officers

- 43.1 If the School closes the School on a day that has been previously determined as part of the Lutheran School Officer's working week, then the Lutheran School Officer will not lose pay nor be required to work on days in lieu of the School closure day.
- 43.2 The School may elect to:
- (a) If a part time Lutheran School Officer is required to work extra hours other than hours that have previously been determined as part of the Lutheran School Officer's working week, then the extra hours will be paid according to casual rates as detailed in the relevant part of Schedule 4, if the extra hours fall within the applicable daily spread of hours in Clause

41.4 and the additional hours to be worked do not result in the Lutheran School Officer working more than the allowed maximum weekly ordinary hours or working more than the allowed maximum weekly ordinary hours during the averaging period, where the Lutheran School Officer's hours are averaged. The additional casual work will not count as service for determining leave entitlements except for Long Service Leave.

- (b) Pay actual rates plus additional entitlements.

44. Termination of Employment – Teachers

44.1 Notice of Termination by School

- (a) The School may terminate the employment of a teacher by giving the teacher at least 7 School term weeks' notice in writing.
- (b) Payment in lieu of notice must be made if the appropriate notice is not given.
- (c) The period of notice in this Clause 44 does not apply in the case of:
 - (1) dismissal for serious misconduct that at common law justifies summary dismissal;
 - (2) fixed term teachers;
 - (3) casual teachers.
- (d) Where the School has given notice of termination to a teacher, the teacher must be allowed up to one day's time off pro-rata without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the teacher after consultation with the School.

44.2 Payment on termination of employment

- (a) The School will pay an employee no later than seven days after the day on which employment is terminated, for wages and other entitlements

44.3 Notice of Termination by Teacher

- (a) In order to terminate his or her employment a teacher shall give the School at least seven (7) term weeks' notice in writing.
- (b) The School may reduce or waive the required period of notice in extenuating circumstances provided that, where practical, the teacher has given seven (7) term weeks' notice of intent (in writing) to seek alternative employment. The School will not unreasonably refuse to reduce or waive the notice.
- (c) Notice of intent given by a teacher does not become binding as notice to terminate until such notice to terminate is received by the School in writing.
- (d) Where a teacher does not give the appropriate notice and there is no agreement to reduce or waive the notice period, the School may withhold payment of up to two (2) weeks salary and allowances which has been authorised by the employee and is reasonable in the circumstances.

44.4 Statement of Service

Upon the termination of employment of a teacher (other than a casual teacher) the School will provide upon the request of the teacher, a statement of service setting out the commencement and cessation dates of employment.

- (a) At a teacher's request the School must provide to the teacher (other than a casual teacher) whose employment has been terminated a written statement specifying:
 - (1) the commencement and cessation dates of employment;
 - (2) the number and range of duties performed;
 - (3) any promotion positions held; and
 - (4) any special or additional duties performed.
- (b) At a casual teacher's request the School must provide to a casual teacher a statement which specifies the number of duty days undertaken during the period of engagement of the Teacher.

45. Termination of Employment – Lutheran School Officers

45.1 Notice of Termination by School

- (a) The School may terminate the employment of a Lutheran School Officer by giving the Lutheran School Officer at least seven (7) weeks' notice in writing.
- (b) Payment in lieu of notice must be made if the appropriate notice is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.
- (c) The period of notice in this Clause 45 does not apply in the case of:
 - (1) dismissal for serious misconduct that at common law justifies summary dismissal;
 - (2) fixed term Lutheran School Officers;
 - (3) casual Lutheran School Officers.

45.2 Payment on termination of employment

- (a) A School will pay an employee no later than seven days after the day on which employment is terminated, for wages and other entitlements

45.3 Time off During Notice Period (Job Search entitlement)

- (a) Where the School has given notice of termination to a Lutheran School Officer, the Lutheran School Officer must be allowed up to one day's time off pro-rata without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Lutheran School Officer after consultation with the School.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or he or she shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

45.4 Statement of Service

- (a) At a Lutheran School Officer's request the School must provide to the Lutheran School Officer (other than a casual Lutheran School Officer) whose employment has been terminated a written statement specifying:
 - (1) the commencement and cessation dates of employment;
 - (2) the number and range of duties performed;
 - (3) any promotion positions held; and

(4) any special or additional duties performed.

(b) At a casual Lutheran School Officer's request the School must provide to a casual Lutheran School Officer a statement which specifies the number of duty days undertaken during the period of engagement of the Lutheran School Officer.

45.5 Payment in Lieu

If the School makes payment in lieu for all or any of the period of notice prescribed, the period for which such payment is made must be treated as service with the School for the purposes of computing any service related entitlement of the Lutheran School Officer.

45.6 Notice of Termination by Lutheran School Officer

(a) In order to terminate employment a Lutheran School Officer must give the School

** Employee's period of continuous service with the employer at the end of the day the notice is given*

(1)	Not more than 1 year *	1 week
(2)	More than 1 year but not more than 3 years *	2 weeks
(3)	More than 3 years but not more than 5 years *	3 weeks
(4)	More than 5 years *	4 weeks

(b) Where a Lutheran School Officer does not give the appropriate notice and there is no agreement to reduce or waive the notice period, the School may withhold payment of up to one (1) weeks wages which has been authorised by the employee and is reasonable in the circumstances.

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

46. Disciplinary Action

46.1 Summary dismissal

(a) If an employee:

- (1) is guilty of serious misconduct;
- (2) or for any other lawful cause of summary dismissal,

the School may terminate the employment of the employee without notice.

(b) In the case of such summary dismissal, salary will be paid up to the time of dismissal only.

46.2 Disciplinary action and dismissal in other circumstances

(a) If an employee is negligent, inefficient, incompetent or unsatisfactory in the discharge of his or her duties, then the School must inform the employee of the particulars in writing and provide counselling to assist the employee to overcome the inefficiencies or incompetence. This does not apply in the case of a fixed term employee.

(b) In the case of Lutheran School Officers, the particulars given under clause 46.2 (a) will constitute notice to the Lutheran School Officer that unless within 1 calendar month the Lutheran School Officer rectifies the matters referred to in the particulars then the Lutheran School Officer may be dismissed upon the giving of the appropriate notice detailed in Clause 45.1 Notice of Termination by School. This does not apply in the case of a fixed term employee.

- (c) In the case of a teacher, the procedure detailed in Clause 46.2 (a) above will be repeated over a period covering at least two (2) school terms before notice of termination is given to the teacher detailed in Clause 44. This does not apply in the case of a fixed term employee.

47. Performance Management

The School shall make its own decision about the implementation of a 'Performance Management system' as part of the Consultative Process.

Schedule 11– Employee Appraisal shall apply.

48. Redundancy

48.1 *"Redundancy"* in this Clause 48 means the loss of employment due to the School no longer requiring the job the employee has been doing to be performed by anyone or because of the insolvency of the School.

48.2 Discussion before Termination of Employment by way of Redundancy

- (a) When the School has made a definite decision that the School no longer wishes the jobs the employees have been doing, done by anyone and that decision may lead to termination of employment by way of redundancy, the School shall hold discussions at the first reasonable opportunity with the employees directly affected and if the employees nominate representatives, the chosen representatives nominated by the employees.

- (1) Such discussions shall be in accord with the Schedule 10 – Consultation.
- (2) The discussions must include:
 - (A) the reasons for the proposed redundancies;
 - (B) measures to avoid or minimise the redundancies;
 - (C) the criteria used for selection;
 - (D) measures to mitigate the adverse effects of any redundancies on the employee concerned.

- (b) For the purposes of such discussion the School must as soon as practicable provide in writing to the employees concerned and their nominated representatives, all relevant information about the proposed redundancies, including:

- (1) the reasons for the proposed redundancies;
- (2) the number and category of employee likely to be affected;
- (3) the number of employees normally employed;
- (4) the number of employees that might be made redundant;
- (5) the criteria used for selection of employees to be made redundant;
- (6) the period over which the redundancies are likely to be carried out.
- (7) measures taken to mitigate the adverse effects on the employees arising from the changes (e.g. finding alternative employment)

- (c) The School is not required to disclose confidential information the disclosure of which when looked at objectively would be against the School's interests.

- (d) The School must attempt to provide for the continuing employment of the employees concerned by:
 - (1) granting reasonable paid leave up to one day per week for 1.0 FTE to the employee to attend interviews for alternative employment;
 - (2) taking all reasonable steps to provide opportunities for retraining and educating the employee in new skills and techniques to maximise employment opportunities in the industry.

48.3 Transfer to lower paid duties

- (a) When an employee is transferred to lower paid work by reason of redundancy, 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.
- (b) The School may at the School's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new rate for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
 - (1) the amount payable under the proposed arrangement of work for the employee; and
 - (2) the amounts payable to the employee under the existing arrangements of work including for example, allowances, loading and penalties; and
 - (3) any other amounts payable under the employee's contract of employment.

48.4 Period of notice of termination by way of redundancy or partial redundancy

- (a) If the services of an employee are to be terminated due to redundancy, the employee shall be entitled to notice of termination by way of redundancy as prescribed in this Agreement.
- (b) If termination of employment by way of redundancies is due to the introduction of automation or other like technology changes, employees shall be given not less than seven (7) weeks' notice of termination.
- (c) Any entitlement to annual leave will be in addition to the notice period.
- (d) If the School fails to give notice of termination by way of redundancy as required, the School must pay to the employee the ordinary rate of pay for a period being the difference between the notice given and that required to be given.
- (e) If the School makes payment in lieu for all or any of the period of notice, then the period for which the payment is made will be treated as service for the purpose of calculating any service related entitlements of the employee and will be deemed to be service with the School for the purposes of the Long Service Leave Act.
- (f) If alternative employment cannot be provided at the end of the 7 weeks' specified above, the School may terminate the employment of the employee. The notice of termination must be in writing.

48.5 Time off during notice period

- (a) During the period of notice of termination by way of redundancy given by the School, the School must attempt to provide for the continuing employment of the employee by granting reasonable paid leave of absence, of at least one day, to the employee being retrenched for the purpose of seeking other employment.

- (b) An employee who claims to be entitled to paid leave under this clause is to provide to the School evidence that would satisfy a reasonable person of the entitlement.

48.6 Redundancy pay

- (a) In addition to the period of notice prescribed for termination in Clause 44.1 Notice of Termination by School, an employee whose employment is terminated by reason of redundancy is entitled to the following amounts of redundancy pay in respect of a continuous period of service:

PERIOD OF CONTINUOUS SERVICE	SEVERANCE PAY
Less than 1 year	Nil
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	12 weeks
At least 7 years but less than 8 years	14 weeks
At least 8 years	16 weeks

- (b) The redundancy payment with annual leave, annual leave loading, Long Service Leave payment and all other entitlements must be paid in a lump sum in the pay period covering the date of termination.
- (c) The employee must be provided with a statement detailing how the monetary entitlement was calculated.
- (d) The employee shall be provided with a statement of service that includes the reason for the termination of employment, the length of service and a brief summary of work performed during the period of employment.
- (e) If an employee is entitled to be paid an amount of redundancy pay by the School under this Clause 48.6, and the School obtains other acceptable employment for the employee, or cannot pay the amount, the School may make application to Fair Work Commission under section 120 of the Act for a determination that the amount of redundancy pay is reduced to a specified amount (which may be nil) that Fair Work Commission considers appropriate. If such a determination is made, the amount of redundancy pay to which the employee is entitled is the reduced amount specified in the determination.
- (f) An employee is not entitled to redundancy pay under this Clause 48.6 if the circumstances are as set out in section 122(2) of the Fair Work Act (which relates to a transfer of employment where service with the first School counts as service with the second School) or as set out in section 122(3) of the Fair Work Act (which relates to an employee rejecting an offer of employment made by another School in certain circumstances), unless the Fair Work Commission makes an order under section 122(4) of the Fair Work Act.

48.7 Employees Exempted

This clause does not apply:

- (a) where employment is terminated as a consequence of serious misconduct that justifies dismissal without notice;
- (b) to employees with less than one year's service;
- (c) to probationary employees;
- (d) to apprentices;
- (e) to trainees;
- (f) to employees engaged for a specific period of time for example relief, replacement or temporary employees
- (g) to casual employees.

Notwithstanding the foregoing provisions trainees who are engaged for a specific period of time shall, once the traineeship is completed and provided that the trainee's services are retained, have all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of the trainee's traineeship and is re-engaged by the School within six months of such termination the period of traineeship shall be counted as service in determining any future redundancy entitlements.

48.8 Written Notice

The School must, as soon as practicable, but prior to the termination of the Lutheran School Officer's employment, give to the Lutheran School Officer a written notice containing, among other things, the following:

- (a) the date and time of the proposed termination of the employee's employment;
- (b) details of the monetary entitlements of the employee upon termination of the employee's employment including the manner and method by which those entitlements have been calculated;
- (c) advice as to the entitlement of the employee to assistance from the School, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment; and
- (d) advice as to the entitlements of the employee if the employee terminates the employee's employment during the period of notice.

48.9 Employee leaving during notice period

An employee whose employment is terminated on account of redundancy may terminate the employee's employment during the notice period by the giving of at least one (1) week's notice in writing. In this case, the employee is entitled to the same benefits and payments under this Clause 48 as if remaining with the School until the expiry of the notice period. The employee is not entitled to payment in lieu of notice. The employee will not be entitled to payment of salary beyond the resignation date.

48.10 Partial redundancy

- (a) Where an employee is transferred to lower paid duties by reason of redundancy, the teacher must be given seven (7) weeks' notice and the School may, at the School's option, make payment instead of an amount equal to the difference between the former rate of salary and the new rate of salary for the number of weeks of notice still owing.

- (b) Where an employee is given notice of partial redundancy, the employee may within one month of receipt of such notice elect to declare the position wholly redundant in which case all provisions of this Clause 48 in relation to total redundancy will apply.
- (c) Where partial redundancy is accepted by an employee, a pro-rata compensatory redundancy payment in accordance with Sub-Clause 48.10 (a) will be provided to the employee at the date when the partial redundancy takes effect.

48.11 If a part-time employee's hours are reduced, without their consent, the employee will be entitled to the provisions of this clause.

49. Employee Assistance Program

The School will provide access for all employees to an Employee Assistance Program.

50. Employment Outside the School

- 50.1 An employee must not undertake any other paid employment which, in the opinion of the School would interfere with the efficient discharge of the employee's duties in the School, or in any way prejudice the interests of the School.
 - 50.2 Employees must inform the Principal of any paid employment undertaken outside of the School.
-

51. Provision of Facilities to Support Mothers with Infant Children

The School will upon request provide a private and secure area for the purposes of breastfeeding or expressing and storing milk separate to communal employee facilities.

52. Work Health and Safety

- 52.1 The School and the employees acknowledge that a preventative approach to work health and safety issues is critical to the maintenance of healthy workplaces. The parties will cooperate in the ongoing improvement of the policy framework and consultative structures for work health and safety.
 - 52.2 During the life of this Agreement, the School and the employees will continue to develop programs and strategies to address the following areas:
 - (a) reduction in the incidence and duration of workplace injury;
 - (b) development of programs and strategies to facilitate the health and wellbeing of employees; and
 - (c) improved data management and reporting systems.
 - 52.3 Schedule 12 – Work Safety and Health, shall apply.
 - 52.4 The School agrees to ensure compliance with the Work Health and Safety Act 2020 (or successor), including Regulations and Codes of Practice made under that Act and will work towards implementation of the best achievable level of health and safety.
-

53. Health and Safety Committee Meetings

- 53.1 A Health and Safety Committee (formerly OHS Committee) shall be established at the School in accordance with provisions of the Work Health and Safety Act 2020.
- 53.2 The committee shall meet regularly, not less than one meeting per school term.
- 53.3 The Principal shall be responsible for the formation of the committee.

54. Health and Safety Training

To demonstrate commitment to WHS the employer shall provide appropriate training to employees upon request and balanced with School requirements. Such training may include:

- (a) First aid
- (b) Manual handling
- (c) H&S representative training
- (d) Committee member training
- (e) Training for Principal and other senior management team leaders

55. Health and Safety Representatives

- 55.1 Pursuant to Part IV of the Work Health and Safety Act 2020, or any legislation that replaces it, employees at the School should elect a health and safety representative.
- 55.2 The elected health and safety representative at the School will be allocated additional release time to enable them to effectively carry out their duties and responsibilities as prescribed by the Work Health and Safety Act 2020 (or successor).

56. Immunisation from Infectious Diseases

Immunisation from the infectious diseases listed below is to be made available to all employees on application to the School. The fees associated with the treatment are to be borne by the School.

- (a) Hepatitis B
- (b) Tetanus
- (c) Influenza
- (d) Whooping Cough
- (e) COVID-19

57. Intellectual Property (in particular Copyright)

- 57.1 Where a work is made by an employee as part of the employee's job and in the absence of agreement to the contrary, the School owns the copyright. Employees who are planning to create material that may well be considered part of their work for the School should negotiate with the School the ownership of the copyright prior to any work commencing.
- 57.2 Programs, marksbooks, worksheets and assignment documents will ordinarily remain the property of the School. Such documents may be required to provide evidence to defend allegations made against the School of improper delivery of curriculum. Employees have the right to retain copies of the material for future reference and future use in other Schools.

Part IV - Wages and Related Matters

58. Salaries and Allowances

58.1 Salaries and Allowances are as in :

- (a) Schedule 1 – Salaries and Allowances - Teachers
- (b) Schedule 4 – Salaries and Allowances - Lutheran School Officers.

58.2 Salaries and Allowances for all employees covered by this Agreement will be increased by:

- (a) 2.5% from the first full pay period in June 2023.
- (b) 3.5% from 4 December 2023 for all staff.

In addition to the December 2023 salary increase, there will be an additional adjustment to teaching staff salary rates to ensure that they are 1% above the comparative teaching Department of Education of Western Australia rate.

- (c) 4% from 2 December 2024.
- (d) 3% from 1 December 2025.

58.3 Salaries will be paid fortnightly. Minor rounding variances of up to one dollar may occur due to systems used to process payroll.

58.4 Each payment of apportioned salaries will be paid by electronic funds transfer (EFT). Employees must nominate an account at a financial institution into which salary will be paid.

58.5 Casual employees shall be paid in the pay period immediately after completion of the engagement.

59. Salaries – Teachers

A teacher is entitled following appointment at a particular incremental salary step in the salary scale in Schedule 1 to progress to the next higher incremental step of the scale after 12 calendar months of full-time work. Part-time teachers will be entitled to progress to the next higher incremental step of the scale after 12 months equivalent full-time teaching experience wherever gained.

60. Salaries – Lutheran School Officers

A Lutheran School Officer is entitled to progress to the next higher incremental step (if any) in the salary scale after the equivalent full-time work for a 12 month period.

61. No Reduction

61.1 Nothing contained herein shall entitle the School to reduce the salary or conditions of an employee which prevailed prior to entering into this Agreement, except where provided by this Agreement.

61.2 An employee who was employed as a Teaching Assistant at the School as of September 2014 will:

- (a) not have their classification reduced

- (b) work for 32.5 hours per week for each week of each term, or part time FTE based on a 32.5 hour week
- (c) be paid for 52 weeks of the school year including four weeks annual leave
- (d) not be required to work the end of term breaks (i.e. when there are no students in attendance)
- (e) have personal (sick/carer's) leave and long service leave maintained as per their entitlement at that time.

62. Salaries - Junior Lutheran School Officers

62.1 A junior Lutheran School Officer appointed at classification Grade 1 is to be paid at the following percentage of the appropriate adult rate for the work performed.

Age	% of Adult Rate
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

63. Salary Records

63.1 The School shall keep or cause to be kept, records containing the following particulars:

- (a) full name and residential address of each employee
- (b) the name of the employee
- (c) the date of birth of employee
- (d) whether the employee's employment is full-time or part-time
- (e) whether the employment is permanent, temporary or casual
- (f) the date on which the employment commenced
- (g) the number of overtime hours worked by the employee during each day or when the employee started and ceased working overtime hours
- (h) The full-time or part-time percentage and the number of weeks worked per year, exclusive of holiday and vacation leave.
- (i) The salary paid each pay period, and their deductions.
- (j) The School shall provide a salary advice slip showing gross salary and any deductions made for such pay period.

63.2 Any system of automatic recording by machines shall be deemed to comply with this provision to the extent of the information recorded.

63.3 Where necessary the said record shall be signed by the employee.

63.4 A record of the time worked and salary paid to each employee employed under this agreement shall be maintained by the school.

64. On call and recall allowance

64.1 On Call Allowance – Lutheran School Officers

An on call allowance will be paid to a Lutheran School Officer who is required by a School to hold themselves available to be recalled to work. The Lutheran School Officer will be paid an allowance equal to one ordinary hour's pay for each period of up to 24 hours that the Lutheran School Officer is required to be on call.

64.2 Recall Allowance

Lutheran School Officers may be required to respond to requests for extra duty at the workplace which are outside of their ordinary hours of duty after leaving the School;

64.3 Extra Duties Not Requiring a Return to the Workplace

(a) Extra Duties Not Requiring a Return to the Workplace

- (1) Where a Lutheran School Officer is required to perform additional duties, but is not required to be recalled to the workplace, the Lutheran School Officer shall be paid in accordance with the relevant overtime provisions and shall be subject to a minimum payment of one hour.
- (2) Should the additional duty exceed one hour, the Lutheran School Officer shall be paid at relevant overtime rates.

(b) Extra Duties Requiring a Return to the Workplace

- (1) Where a Lutheran School Officer is required to perform additional duties, and is required to be recalled to the workplace, the Lutheran School Officer shall be paid in accordance with the relevant overtime provisions and shall be subject to a minimum payment of three hours. The duration of the overtime commences with the time of departure from the employee's residence and ends when the employee returns to employee's residence.
- (2) Should the additional duty exceed three hours, the employee shall be paid at relevant overtime rates.

(c) Time Off in Lieu (TOIL) or payment in accordance with overtime provisions as agreed between the parties.

(d) The on call and recall allowances do not apply to a Lutheran School Officer provided with reasonable accommodation, including living quarters, fuel and light, and available to the Lutheran School Officer for their exclusive use at no cost to the Lutheran School Officer.

65. Salary Packaging (Total Remuneration)

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

65.2 A School and an employee may make a written agreement in which the employee agrees to accept total remuneration in a manner defined above.

65.3 The written agreement must:

- (a) clearly state the proposed arrangements for payment of the total remuneration including the agreed value of any non-monetary item, the net impact on take home pay and the liability for taxation obligations and administrative expenses (if any) which may arise from the arrangement, and
 - (b) recommend that the employee take independent financial advice prior to the commencement of the proposed written agreement.
- 65.4 Either the School or the employee may terminate the written agreement by providing the other party with at least twenty-eight (28) days' notice of intention to withdraw from the agreement.
- 65.5 Employees may only use Salary Packaging Arrangements as set out in Schedule 7 to receive their total remuneration as described in this Clause 65.

66. Travel Allowance

- 66.1 Where an employee is required by the School to work away from the employee's usual place of employment the School shall pay the employee any reasonable travelling expenses incurred except where an allowance is paid in accordance with clause 66.2. hereof.
- 66.2 Where an employee is required and authorised to use the employee's own motor vehicle in the performance of duties, the employee shall be paid an allowance. The rate paid will be as per the rates published on the ATO website for the previous financial year unless otherwise agreed by the employee.
- 66.3 The employee when making a claim may be required by the School to submit a log book recording the travel incurred.

67. Superannuation Choice

- 67.1 The School is required to make statutory superannuation guarantee contributions on an employee's behalf to the employee's fund of choice or, if the employee does not nominate a fund, to the employee's stapled fund, in accordance with the Superannuation Guarantee Scheme and the Superannuation Guarantee (Administration) Act 1992.
- 67.2 If an employee does not choose a fund and does not have a stapled fund the School will make contributions to the Mercer Lutheran Super Plan.
- 67.3 Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise the School to pay on behalf of the employee a specified amount from the post taxation remuneration of the employee into the same superannuation fund as the School makes the superannuation contributions provided for in this clause.
- 67.4 Contributions will be paid monthly on behalf of all employees for whom contributions are required to be made.

68. Higher Duties - Teachers

- 68.1 If a teacher is required by the School to perform duties applicable to a higher classification for a continuous period exceeding five consecutive school days either full-time or part-time, then the teacher must be paid the rate prescribed for the higher classification for the entire period the work is undertaken.

- 68.2 Where a teacher has worked two periods of five (5) consecutive days or more in one year on duties carrying a higher rate of pay, then any subsequent higher duties in that year shall be paid for at the higher pay rate.

69. Higher Duties – Lutheran School Officers

- 69.1 If a Lutheran School Officer is required to perform duties applicable to a classification higher than that of the Lutheran School Officer for a period exceeding five (5) consecutive school days either full-time or part-time and the duties constitute the whole or substantially the whole of the type of duties which would attract the higher classification, then the Lutheran School Officer must be paid the rate prescribed for the minimum incremental level of the higher classification for the entire period the work is undertaken.
- 69.2 Where the Lutheran School Officer is employed under the Services career stream, and performs those duties for one (1) day or more and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the Lutheran School Officer will be paid the rate of pay applicable to the higher classification for the whole period during which the duties are performed.
- 69.3 Where a Lutheran School Officer has worked two periods of five (5) consecutive days or more in one year on duties carrying a higher rate of pay, then any subsequent higher duties in that year shall be paid for at the higher pay rate.

70. Penalty rates – Lutheran School Officers (not including shift work)

- 70.1 Saturday and Sunday work
- (a) A Lutheran School Officer other than a Lutheran School Officer covered by Clause 70.1 (b) required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:
- (1) for ordinary hours worked on a Saturday, 50% of the ordinary time rate; and
 - (2) for ordinary hours worked on a Sunday, 100% of the ordinary time rate.
- (b) Except that a Lutheran School Officer who is engaged in the cooking or catering group, rostered to work ordinary hours on a Saturday will be paid the ordinary time rate of pay plus a penalty of 25% of the ordinary time rate and if rostered to work on a Sunday will be paid the ordinary time rate of pay plus a penalty of 75% of the ordinary time rate.
- 70.2 The penalty rates within this Clause 70 and in Clause 71 (Overtime) are not cumulative. Where a Lutheran School Officer is entitled to more than one penalty or overtime rate, the Lutheran School Officer will be entitled to the highest single penalty rate.

71. Overtime – Lutheran School Officers

- 71.1 Prior approval by the School is required before any overtime is worked by a Lutheran School Officer.
- 71.2 Lutheran School Officers who are classified as Grade 6 and above and who are paid an annual salary for full-time employment are not eligible to receive overtime rates except by mutual agreement between the School and the Lutheran School Officer. Any payment agreed will be with the appropriate loading or rate.

- 71.3 For work performed outside of or in excess of ordinary hours the following overtime rates apply:
- (a) for time worked in excess of 37.5 hours per week or 75 hours per fortnight or 150 hours per 4 full week period of 20 days an additional 50% of ordinary time rate;
 - (b) for time worked outside of the hours of 7.00 am to 6.00 pm Monday to Friday both inclusive, except for Play Leaders and Cleaners where the time worked outside of the hours of 6.30 am and 6.30 pm inclusive an additional 50%;
 - (c) for time worked on a Saturday up to 12 noon, an additional 50%;
 - (d) for time worked on a Saturday after 12 noon or on a Sunday, an additional 100%;
 - (e) for time worked on a public holiday, an additional 150%;
- Provided that where a daily span of hours is specified, and there is mutual agreement between the School and all of Lutheran School Officers in the particular group, the starting and finishing times may be varied by up to one hour so long as the total hours remain unchanged.
- 71.4 Clause 71.3 does not apply to Lutheran School Officers within the Services career stream engaged in cooking or catering rostered to work ordinary hours on a Saturday. These Lutheran School Officers will be paid the ordinary time rate of pay plus an additional 25% and if rostered to work on a Sunday will be paid an additional 75%.
- 71.5 Lutheran School Officers who are required by the School to attend School functions out of hours must be paid overtime in accordance with Clause 71.3.
- 71.6 A Lutheran School Officer may, at the employee's election, take payment or time-off-in-lieu (TOIL) of work performed outside the employee's normal hours or overtime. The time off in lieu will attract the same penalty loadings as the overtime detailed in Clause 71.3.
- (a) If the employee requests at any time, the School must pay the employee for any of the time off in lieu not taken, at the overtime rate applicable to the overtime when worked;
 - (b) That any payment mentioned in clause 71.6 (a) must be made in the next pay period following the request.
 - (c) The School will not exert undue influence or undue pressure on the employee in relation to a decision by the employee to take time off in lieu instead of payment for overtime.
- 71.7 All work performed by School Officers on their rostered days off shall be paid for at the rate of double time except where such day is a public holiday when double time and one-half shall be paid.
- 71.8 Lutheran School Officers who accrue time in lieu of working overtime in accordance with this agreement will have any accrued time paid out on termination of employment at the appropriate penalty rate.

72. Shiftwork – Lutheran School Officers

- 72.1 For the purposes of this Clause 72, when shift work or broken shifts are required of bus drivers, theatre attendants (including theatre technicians, front of house, stage hands), cleaners and play leaders the following conditions will apply:
- 72.2 Ordinary hours for shiftwork
- The ordinary hours for shiftwork will:
- (a) be worked continuously each shift (except for broken shifts and meal breaks);
 - (b) not exceed 10 hours, inclusive of a meal break in any single shift; and

- (c) be rostered in accordance with Clause 72.6.

72.3 Definitions

The following shift definitions apply:

- (a) **day shift** is a shift which commences and ceases wholly within the spread of ordinary hours identified in Clause 41 (Ordinary Hours of Work – Lutheran School Officers);
- (b) **afternoon shift** is a shift which is not a day shift and which finishes after the ordinary hours identified in Clause 41 (Ordinary Hours of Work – Lutheran School Officers); and at or before midnight;
- (c) **night shift** is a shift which is not a day shift and which finishes after midnight and at or before 6.00 am.

72.4 Penalty Rates for Shiftwork

- (a) Afternoon shift and night shift will attract a penalty rate of 15% of the ordinary time rate.
- (b) A permanent night shift will attract a penalty rate of 30% of the ordinary time rate.

72.5 Broken shifts

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

72.6 Rostering

- (a) For Lutheran School Officers working to a roster, a roster showing normal starting and finishing times and the name of each Lutheran School Officer will be prepared by the School and will be displayed in a place conveniently accessible to the Lutheran School Officers at least seven days before the commencement of the roster period.
- (b) A Lutheran School Officer may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with Clause 71 (Overtime).
- (c) A roster may be altered by mutual consent at any time or by amendment of the roster by the School on seven (7) days' notice.
- (d) Notwithstanding Sub-Clause 72.6 (c) a roster may be altered at any time to enable the functions of the School to be carried out where another Lutheran School Officer is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the School and the Lutheran School Officer, a Lutheran School Officer must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the Lutheran School Officer will be entitled to a penalty of 50% of the ordinary time rate instead of any other penalty that may apply.
- (e) Where such alteration requires a Lutheran School Officer to work on a day which would otherwise have been the Lutheran School Officer's day off, the day off instead will be arranged by mutual consent.

73. Travel Time – Lutheran School Officers

- 73.1 If a Lutheran School Officer is required to travel outside of the Lutheran School Officer's specified working hours in the course of performing their duties and that travel occupies more than one hour, then any travel time in excess of one hour may be classified as working time.
- 73.2 Payment for travel time is subject to the following conditions:
- (a) not more than 7.5 hours of travel time will be paid for on any one day;
 - (b) a Lutheran School Officer may by agreement with the College take time-in-lieu of travel time in accordance with Clause 71.6 (Overtime).

74. Supported Wage System

This Agreement incorporates Schedule E – Supported Wage System of the Educational Services (Schools) General Staff Award 2020 as in force from time to time and if there is any inconsistency between these provisions and any other provisions in this Agreement, these provisions will apply. For clarity, where there is no inconsistency, the terms of this Agreement, apply. The School will pay a minimum of 2% above the amount specified in the Award.

75. National Training Wage

This Agreement incorporates Schedule E – National Training Wage of the Miscellaneous Award 2020 (excluding E5.5.5) as in force from time to time and if there is any inconsistency between these provisions and any other provisions in this Agreement, these provisions will apply.. For clarity, where there is no inconsistency, the terms of this Agreement, apply. The School will pay a minimum of 2% above the amount specified in the Award.

76. Apprentices

This Agreement incorporates Clause 17.4 and Schedule D – Apprentices of Educational Services (Schools) General Staff Award 2020 (excluding D.1.9) as in force from time to time. and if there is any inconsistency between these provisions and any other provisions in this Agreement these provisions will apply. For clarity, where there is no inconsistency, the terms of this Agreement apply. The School will pay a minimum of 2% above the amount specified in the Award.

77. Reclassification and Job Review – Lutheran School Officers

- 77.1 Reclassification
- (a) A Lutheran School Officer who has served in a classification for not less than one calendar year and is regularly called upon to perform a substantial volume of duties appropriate to a higher classification is entitled to request reclassification to a higher classification.
 - (b) A Lutheran School Officer who is required to perform duties appropriate to a higher classification for a temporary period only will be dealt with according to Clause 69 (Higher Duties – Lutheran School Officers).
 - (c) Re-classification is not dependant on organisational vacancies but is subject to mutual agreement between the School and a Lutheran School Officer.

- (d) An application for re-classification must be:
 - (1) in writing;
 - (2) accompanied by a most recent agreed job description; and
 - (3) detail the reasons for the request for re-classification.
- (e) When mutual agreement cannot be achieved or a period of 4 working weeks has elapsed without response from the School, then the School or Lutheran School Officer invoke the dispute resolution process in accordance with clause 6 (Dispute Resolution Process).

77.2 Role Review

On the first anniversary of appointment and biennially thereafter, or at another mutually agreed time, consultation will occur between the School and the employee to ensure that the job description is accurate and conforms with the classification levels set out in Schedule 6.

If an agreed Job Description is not achieved within eight working weeks of the anniversary date, then the Dispute Resolution process may be invoked.

78. Teacher in Charge

- 78.1 A teacher who is, from time to time, left in charge of a School in circumstances where the Principal (and Deputy Principal where applicable) is absent from the premises for a whole day or more and where there is no person with classification greater than or equal to 9 leadership points, shall be paid an allowance as specified in Schedule 1 for each day of higher duties. The allowance shall be paid from the first day of the absence. A day is defined as commencing at the start bell and concluding at the finish bell.
- 78.2 This Clause 78 shall not operate to the exclusion of Clause 68 Higher Duties – Teachers.

79. Protective Clothing for Lutheran School Officers

- 79.1 In accordance with the provisions of the Occupational, Safety & Health Act, or any legislation that replaces it, the School must provide and maintain personal protective clothing for Lutheran School Officers, where such clothing would, in the opinion of the School's OHS&W committee, minimise the risk of injury or illness.
- 79.2 Lutheran School Officers must, in accordance with the Occupational Health, Safety and Welfare Act or any legislation that replaces it, use such equipment and clothing as supplied.
- 79.3 Where the conditions of work are such that Lutheran School Officers are unable to avoid their clothing becoming wet or dirty, they shall be supplied with suitable protective clothing free of charge by the School other than with respect to sporting activity.
- 79.4 Any protective clothing issued shall remain the property of the employer and shall be maintained in good order and condition by the employee, fair wear and tear excepted.
- 79.5 Where workers are required to work in water they shall be supplied with rubber boots.
- 79.6 Employees required to clean toilets, use acids, wash dishes, handle detergents, soaps or injurious substances shall be supplied with rubber gloves.

80. Uniforms

Any Lutheran School Officers engaged as nurses are not required to wear a uniform.

Part V- Leave Entitlements

81. Personal/Carer's Leave

- 81.1 This Clause 81 supplements the NES. Personal Leave includes sick and carer's leave allowing an employee to take time off to help them deal with personal illness, personal injury, caring responsibilities and family emergencies.
- 81.2 Employees are entitled to fourteen days of paid Personal/Carer's Leave for each completed year of full-time service. Such leave will accrue on a weekly basis. A full-time employee who was engaged for all four terms in a calendar year shall be entitled to a year's entitlement.
- 81.3 Unused Personal /Carer's Leave accumulates indefinitely.
- 81.4 An application for Personal/Carer's Leave must be in writing. If Personal/Carer's Leave is applied for with pay:
- (a) where the absence exceeds two (2) consecutive days or
 - (b) the employee has previously been absent for an aggregate of four days without production of a medical certificate during the current year of service,
- it must be accompanied by a medical certificate or other satisfactory evidence if requested by the School.
- 81.5 A medical certificate or other satisfactory evidence is required for any period in excess of two (2) days. Employees shall not be required to provide a medical certificate or other satisfactory evidence with respect to absences of two (2) days or less unless the employer requests such in writing.
- 81.6 Should an employee be absent from work on account of sickness or accident, it will be necessary for the employee to notify the School prior to the ordinary commencing time of work wherever practicable.
- 81.7 If in the first or successive years of service with the employer an employee is absent on the ground of personal ill health or injury for a period longer than the employee's entitlement to paid Personal/Carer's Leave, payment may be adjusted at the end of that year of service, or at the time the employee's services terminate, if before the end of that year of service, to the extent that the employee has become entitled to further paid Personal/Carer's Leave during that year of service.
- 81.8 An employee shall upon request to the employer be advised of the unused portion of Personal/Carer's Leave. Where an employee has utilised Personal /Carer's Leave in excess of their entitlement, the employee shall be advised of the provisions of Clause 81.7.
- 81.9 This Clause 81 shall not apply when an employee is entitled to compensation under the Workers' Compensation and Assistance Act, 1981.
- 81.10 This Subclause 81.10 applies only to those Lutheran School Officers who are entitled to four (4) weeks of annual leave each year and are required to work for the other forty-eight (48) weeks of the year.
- (a) A Lutheran School Officer who suffers personal ill health or injury during the time when the Lutheran School Officer is absent on annual leave the Lutheran School Officer may apply for, and the School shall grant, paid Personal/Carer's Leave in place of paid annual leave.

- (b) Application for replacement shall be made within seven days of resuming work and then only if the Lutheran School Officer was confined to the Lutheran School Officer's place of residence or a hospital as a result of a personal ill health or injury for a period of seven (7) consecutive days or more and the Lutheran School Officer produces a certificate from a registered medical practitioner that Lutheran School Officer was so confined.

The provisions of this Sub-Clause 81.10 (b) do not relieve the employee of the obligation to advise the employer in accordance with Clause 81.6 if the Lutheran School Officer is unable to attend for work on the working day next following the Lutheran School Officer's annual leave.

- (c) Replacement of paid Annual Leave by paid Personal/Carer's Leave shall not exceed the period of paid Personal/Carer's Leave to which the Lutheran School Officer was entitled at the time the Lutheran School Officer proceeded on annual leave and shall not be made with respect to fractions of a day.
- (d) Where paid Personal/Carer's Leave has been granted by the School in accordance with this Clause 81.10, that portion of the annual leave equivalent to the paid Personal/Carer's Leave is hereby replaced by the paid Personal/Carer's Leave and the replaced annual leave may be taken at another time mutually agreed to by the School and the Lutheran School Officer or, failing agreement, shall be added to the Lutheran School Officer's next period of annual leave or, if termination occurs before then, be paid for in accordance with the provisions of Clause 86 Annual Leave.
- (e) Payment for replaced Annual Leave shall be at the rate of wage applicable at the time the leave is subsequently taken provided that the annual leave loading prescribed in Clause 86 Annual Leave shall be deemed to have been paid with respect to the replaced annual leave.
- (f) Provision of this Clause 81.10 shall apply only in respect of four weeks of Annual Leave taken in any year.

81.11 Where a business has been transmitted from one employer to another and the employee's service has been deemed continuous in accordance with Sub-Clause (3) of Clause 2 of the Long Service Leave provisions published in volume 59 of the Western Australian Industrial Gazette at pages 1 - 6, the paid Personal/Carer's Leave standing to the credit of the employee at the date of transmission from service with the transmitter shall stand to the credit of the employee at the commencement of service with the transferee and may be claimed in accordance with the provisions of this Clause.

81.12 The provisions of this Clause do not apply to casual employees.

81.13 An employee on paid leave shall accrue an entitlement to payment under this Clause.

81.14 For the purposes of this Clause, all time during school holiday periods when an employee cannot be usefully employed e.g. stand down, shall count as service. An employee on unpaid leave shall not accrue an entitlement to payment under this clause.

81.15 A temporary employee shall retain the benefit of accumulated sick leave on appointment as a permanent employee provided that the service is continuous. For the purpose of this paragraph school holidays shall not be deemed to break the continuity of service.

81.16 Contacting employees during Personal/Carer's leave out of courtesy or care is consistent with the caring ethos of Lutheran schools and is good rehabilitation practice to ensure a speedy recovery.

The School shall not request the disclosure of personal, private or medical information during such contact.

The school will not request work related matters to be dealt with whilst the employee is on Personal/Carer's leave.

82. Portability of Personal Carer's Leave and Long Service Leave

82.1 The School will provide portability of accrued Personal/Carer's leave and Long Service Leave to employees transferring to any other school of the Lutheran Church of Australia.

83. Annual Leave - Teachers

83.1 Entitlement to annual leave

- (a) Annual leave is provided for in the NES. This Clause 83 supplements the NES.
- (b) A teacher shall take annual leave during non-term weeks. Leave must generally be taken, in the case of a teacher whose employment with the School is continuing into the next school year, in the four-week period immediately following the final term week of the current school year, unless otherwise agreed with the School.

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

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

84.1 This clause 84 incorporates the NES entitlement with respect to annual leave.

84.2 The provisions of this Clause 84 will apply:

- (a) to teachers other than a casual teacher
- (b) in the calculation of payment in regard to pro-rata salary where a teacher's employment ceases; or
- (c) in the calculation of payment in regard to pro-rata salary if:
 - (1) a teacher commenced employment after the commencement of the School Year;
 - (2) a teacher has taken Leave without Pay of more than two (2) term weeks since the commencement of the School Year; or
 - (3) the hours which a teacher has worked have varied since the commencement of the School Year.

84.3 Calculation of payments

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

P is the payment due

s is the total salary paid in respect of Term Weeks, or part thereof, since the Service Date.

b is the number of Term Weeks, or part thereof in the School Year

c is the number on non-Term Weeks, or part thereof, in the School Year

d is the salary paid in respect of non-Term Weeks, or part thereof that have occurred since the Service Date.

84.4 Termination of employment

A teacher will be entitled on termination of employment to a payment calculated in accordance with this Clause 84.

84.5 Teachers who commence employment after the commencement of the School Year

A teacher who commences employment after the beginning of the school year will be paid from the date the teacher commences provided that at the end of the last term week in that year, the teacher is paid an amount calculated pursuant to clause 84.3.

85. Annual leave loading - Teachers

85.1 A teacher who has served throughout the school year is entitled to a leave loading of 17.5% on four weeks' annual leave. The loading will normally be paid:

- (a) in the first pay period of December; or
- (b) on the termination of employment by either party.

85.2 Leave loading is to be calculated using the following formula:

$$\text{[Weekly salary} \times 4 \times 17.5\%] \times \frac{\text{[Term Weeks worked by the teacher in that school year]}}{\text{[Total Term Weeks in that school year]}}$$

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

$$\$1000 \times 4 \times 17.5\% = \$700$$

$$\$700 \times 20/38 = \$368.42.$$

86. Annual Leave – Lutheran School Officers

86.1 Entitlement to annual leave

- (a) Annual leave is provided for in the NES. This Clause 86 supplements the NES provisions.
- (b) Payment must not be made or accepted in lieu of taking annual leave except in the case of termination of employment.
- (c) The School may require a Lutheran School Officer to take their annual leave during non-term weeks.

86.2 Annual leave exclusive of public holidays

Annual leave is exclusive of any public holiday which falls within it on a Monday to Friday inclusive. If any such holiday falls within a Lutheran School Officer's period of annual leave, the period of leave will be increased by one day for each holiday.

86.3 Annual leave loading

- (a) Annual leave loading must be paid in the last pay period prior to the commencement of the summer School vacation period or on termination of employment, whichever occurs earlier.
- (b) Except that a School may, at its election, pay:
 - (1) annual leave loading to the Lutheran School Officer with each salary payment throughout the school year by increasing the annual rate of pay

as at the commencement of the school year, or as subsequently varied, by 1.3426%.

- (2) annual leave loading in respect of the school year to the Lutheran School Officer with the first salary payment in December of that school year at the rate of pay applicable on 1 December of that school year.

86.4 Paid Leave in Advance of Accrued Entitlement

86.5 The School may allow a Lutheran School Officer to take annual leave either wholly or partly in advance before the leave has accrued. Where paid leave has been granted to a Lutheran School Officer in excess of the Lutheran School Officer's accrued entitlement, and the Lutheran School Officer subsequently leaves or is discharged from the service of the School before completing the required amount of service to account for the leave provided in advance, the School is entitled to deduct the amount of leave in advance still owing from any remuneration payable to the Lutheran School Officer upon termination of employment.

87. Parental Leave – All Employees

87.1 Parental leave is provided for in the NES.

87.2 Clauses 88 – Variations to Parental Leave, 89 - Paid Parental (including adoption) Allowance, 91 – Non-Primary Caregiver Parental Leave and 92 – Parental Leave provide entitlements in addition to the NES.

88. Variations to Parental Leave

88.1 In addition to the provisions of the NES, an employee on parental leave whose pregnancy terminates other than by the birth of a living child, has the right to resume her substantive position at a time mutually agreed with the School but which must not exceed 4 weeks from the date of notice by the employee that she intends to resume work.

88.2 Additional parental leave being Leave without Pay is available to employees pursuant to Clause 92.1

89. Paid Parental (including Adoption) Allowance

89.1 The Paid Parental (including Adoption) Allowance is provided to support and assist women with the costs of confinement and recuperation associated with the birth of a child and to recognise the impact of the confinement on women's careers. For those adopting a child this leave provides support and assistance with adoption and recognises the impact on the career of the parent.

89.2 To qualify for the Paid Parental Allowance, an employee shall have had continuous service in schools of the Lutheran Church of Australia for at least 12 months immediately prior to commencing Parental Leave. An employee on Parental Leave shall return to work for 12 months to qualify for a further Paid Parental Allowance payment.

89.3 Continuous service means either full-time or part-time employment. The service may be a combination of full-time and part-time service.

89.4 An eligible employee who is the birth mother or primary carer at the time of placement in an adoption when commencing Parental Leave is entitled to a Paid Parental Allowance payment equal to 14 weeks pay their substantive rate (including PAR Allowance). In addition, the employee

will accrue entitlements of Long Service Leave (2 days), Annual Leave (3days) and superannuation (Superannuation Guarantee Contribution Rate (SGC Rate)).

- 89.5 The employee may choose when and how they receive the payment of the Paid Parental Allowance. If the employee does not specify the terms of payment then it will be paid as a lump sum at the commencement of Parental Leave.
- 89.6 If both partners intending to adopt a child are employees of the School, only one of the partners will be entitled to the payment of the Paid Parental Allowance.
- 89.7 Notwithstanding that entitlements are payable on the Paid Parental Allowance payment under clause 89.4, an employee's absence on Parental Leave will not count as service for incremental progression purposes or for the accrual of other forms of paid leave, such as personal leave.
- 89.8 An employee returning from parental leave who varies by agreement the substantive fraction of FTE shall have the substantive rate for subsequent periods of Paid Parental Allowance determined by these new conditions.

90. Not Used

91. Non-primary caregiver Parental Leave

- 91.1 An employee who is a parent of a newborn or newly adopted child may be entitled to Government funded leave in accordance with the Paid Parental leave Act 2010 (Cth) or its successor. If eligible, an employee may apply for a specified period of leave in accordance with the Act. By mutual agreement, the School may grant the period of leave requested by the employee and pay the difference between the Government funded pay and the employee's normal rate of pay for a maximum period of ten (10) days. The government funded leave is paid at the rate of the national minimum wage as determined by the Fair Work commission. The School will top up this payment to the employee's substantive rate of pay including any PAR allowances.

92. Parental Leave

- 92.1 In addition to any leave in clauses 87-91 above, employees are entitled to Parental Leave for up to 60 months (five years).
- 92.2 Parental Leave is time without pay and is available only for the care of pre-school age children.
- 92.3 Prior to proceeding on Parental Leave, an agreed professional development plan is to be negotiated between the employee and the Principal to ensure that the employee is able to resume work with a minimum of disruption. The employee must have completed the requirements of the plan to the reasonable satisfaction of the Principal before being allowed to return to work.
- 92.4 Employees must, not less than one school term prior to the proposed start of Parental Leave, give the School written notice of the dates on which they propose to start and finish the period of leave.
- 92.5 Special circumstances may cause changes to arrangements. Employees may provide less notice than provided in clause 92.4 if, in compelling circumstances, they are required to become the primary caregiver for a child.

- 92.6 Employees are usually expected to return from Parental Leave at the commencement of the school year to assist with the operation of the School. Where the 60 months referred to in sub clause 92.1 of this clause has been exhausted, additional leave may be granted to the commencement of the following school year.
- 92.7 An employee who is on Parental Leave in respect of the birth or adoption of a child may take additional Parental Leave in respect of the birth or adoption of further children, subject to the limitation that an employee cannot take a single continuous period of any combination of maternity, paternity, adoption and parental leave that exceeds seven years in aggregate.
- 92.8 If the employee was temporarily acting in, or performing the duties of a position immediately before commencing Parental Leave, the entitlement under this clause 92 relates to the employee's substantive position.
- 92.9 An employee may on return to work seek part-time employment in accord with the provisions of Clause 36 'Opportunities for Part-Time Employment' of this Agreement.

93. Public Holidays

- 93.1 Public holidays are provided for in the NES.
- 93.2 The following days or the days observed in lieu thereof shall, subject as hereinafter provided, be allowed as holidays without deduction of pay, namely:
- (a) New Year's Day,
 - (b) Australia Day,
 - (c) Labour Day
 - (d) Good Friday,
 - (e) Easter Monday,
 - (f) Anzac Day,
 - (g) Western Australia Day,
 - (h) Sovereign's Birthday,
 - (i) Christmas Day and
 - (j) Boxing Day.
- provided that another day may be taken as a holiday by arrangement between the parties in lieu of the days named in this Clause 93.2.
- 93.3 When any of the days mentioned in Clause 93.2 falls on a Saturday or a Sunday the holidays shall be observed on the next succeeding Monday and when Boxing Day falls on a Sunday or a Monday the holiday shall be observed on the next succeeding Tuesday.
- 93.4 In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.
- 93.5 Any employee who is required to work on the day observed as a holiday as prescribed in this Clause 93 shall be paid for the time worked at the rate of double time and one-half or, if the School agrees, be paid for the time worked at the rate of time and one-half and, in addition, be allowed to observe the holiday on a day mutually acceptable to the employer and employee or have one (1) day added to annual leave.

- 93.6 Where a holiday or substituted holiday prescribed in Clause 93.1 or 93.2 falls during term or Christmas vacation, in a period where the employee is stood down without pay because they are not required to work and are not being paid annual leave or other leave, such employees shall be entitled to payment for such holidays.
- 93.7 When an employee is absent on Leave without Pay, Personal/Carer's Leave without Pay or workers' compensation any such absence shall not be treated as a paid holiday. Where the employee is on duty or available on the working day immediately preceding a holiday, or resumes duty or is available on the whole of the working day immediately following a day observed as a holiday prescribed by this Clause 93, the employee shall be entitled to be paid for such holiday.
- 93.8 When any of the days observed as a holiday under this Clause 93 falls on a day when an employee is rostered off duty and the employee has not been required to work on that day the employee shall be paid as if the day was an ordinary working day, or if the employee agrees, be allowed a day's leave with pay in lieu of the holiday at a time mutually acceptable to the School and the employee.
- 93.9 Where -
- (a) a day is proclaimed as a public holiday or as a public half-holiday under Section 7 of the Public and Bank Holidays Act, 1972; and
 - (b) that proclamation does not apply throughout the State or to the metropolitan area of the State,
- that day shall be a whole holiday or as the case may be, a half holiday for the purposes of this agreement within the district or locality specified in the proclamation.
- 93.10 This Clause 93 shall not apply to casual employees
- 93.11 Payment for Work on a Public Holiday – Lutheran School Officers
- A Lutheran School Officer required to work on a public holiday will be paid at the rate of 250% for ordinary hours performed, unless the School and the Lutheran School Officer have agreed to the Lutheran School Officer taking a day off instead of payment in which case the Lutheran School Officer will be paid at the ordinary time rate for work on the public holiday.

94. Leave without Pay

- 94.1 While an employee has the right to apply for Leave without Pay, the granting of such leave is at the discretion of the School.
- 94.2 An employee applying for leave under this Clause 94 shall state the period of leave sought and the reason for the leave being sought.
- 94.3 Leave without pay does not involve loss of continuity of service for salary, Personal Leave and Long Service Leave purposes.
- 94.4 Leave without Pay shall not be taken into account in calculating the period of service for any purposes of this Agreement, except for as specified in item 96.3.
- 94.5 If an employee is granted Leave without Pay the employee's specific duties on return to work shall be considered before the granting of such leave and any arrangements or commitments given by either party shall be recorded and signed by both parties.
If no prior such arrangement or commitment is made an employee upon return to service shall

be entitled to a position commensurate with the position held immediately prior to the commencement of such leave.

94.6 The maximum period for which leave is granted under this Clause 94 shall be one year.

95. Eligibility for Long Service Leave

95.1 The Long Service Leave entitlements of employees are governed by the Long Service Leave Act 1958 (WA), but with the additional benefit that employees will be entitled to take Long Service Leave after 8 years of continuous service instead of the normal requirement of 10 years' service. In this circumstance, Long Service Leave must be taken for a complete school term. All such leave taken is to be counted towards satisfying the employee's minimum entitlements under the Long Service Leave Act.

95.2 Employees who have served in Lutheran Schools in Australia for 10 years or more are able to negotiate with the School to take Long Service Leave in one continuous period or, where the School and the employee agree, in separate periods.

96. Entitlements to Long Service Leave

96.1 This Clause 96 varies the entitlements provided in the Long Service Leave Act 1958 (WA). Employees are entitled to:

- (a) 1.3 weeks Long Service Leave per year in respect of the first ten years of service; and
- (b) 1.86 weeks leave in respect of each subsequent year of service.

96.2 An eligible employee commencing Long Service Leave is entitled to receive pay which includes PAR Allowance if applicable.

96.3 Any unpaid leave taken of duration of two (2) weeks or less is included in calculating a period of service for the purposes of Long Service Leave.

97. Term Breaks and Christmas Vacation Periods are not Counted as Long Service Leave

Term breaks and the Christmas vacation period following the end of Term 4 are not to be counted as a part of Long Service Leave for teachers.

98. Extended Long Service Leave (Averaging Pay and Entitlements over Total Time)

98.1 Employees may elect to take Long Service Leave in conjunction with a period of Leave without Pay. In these situations, their Long Service Leave payment will be averaged over the total period of leave.

98.2 Entitlements accrue for the period of Long Service Leave, but do not accrue for the period of Leave without Pay.

98.3 Employees are expected to negotiate with the School as to when any Long Service Leave in conjunction with a period of Leave without Pay may be taken. Consideration shall be given to the requirements of the School.

99. Deferred Salary Scheme

- 99.1 Employees may apply to have additional leave and their salary payments deferred in accordance with the provisions of this Clause 99.
- 99.2 Eligibility
- (a) Employees who have been employed at the School for a minimum of two (2) years of continuous service.
 - (b) Full-time and part-time employees are eligible to apply.
 - (c) The decision by the School to approve an application will be based on the needs and requirements of the School. Full reasons for not approving the application will be provided in writing to the applicant by the School.
 - (d) Once the School has approved an application under this clause 99, the School cannot withdraw from the arrangement.
- 99.3 Period of Leave
- (a) The period of leave will be for twelve (12) months, from 1 January to 31 December of the same year.
 - (b) The employee can by agreement with the School undertake relief or contract work at the School whilst on deferred salary leave.
 - (c) The year of leave (the fifth year or tenth year, as agreed) will be considered as Leave without Pay and will not be taken into account in calculating the period of service for any purpose nor for calculating Long Service Leave. However, absence on leave will not break continuity of service.
 - (d) A participant may defer the taking of leave under this clause 99 by agreement with the School. The payment of salary arrangements shall continue unless there is agreement to suspend contributions, as provided by clause 99.5.
- 99.4 Payment of Salary
- (a) The additional leave is funded by the employee who defers the payment of salary by reducing their normal annual wage or salary by 20% and taking the additional leave in the fifth year. Alternatively, the employee can elect to reduce their normal salary by 10% and take the additional leave in the tenth year. The employee continues to work the normal agreed hours.
 - (b) During the four-year (or nine-year) accrual period, participants in the scheme receive 80% (or 90%) of their normal fortnightly salary and will thus be taxed at this reduced rate of pay. Normal salary is defined as an employee's normal fortnightly salary plus any associated teaching allowances.
 - (c) In the fifth year (or tenth year), when leave is taken, the participants will receive the money contributed over the four-year (or nine-year) period. This amount can be paid fortnightly; in one lump sum payment; or two payments.
 - (d) The participant will be taxed only on the amount actually received, in this case approximately 80% (or 90%) of the normal salary (including allowances). Prior to entering into this arrangement, prospective participants are strongly encouraged to discuss taxation implications and other related issues with an accountant or financial adviser of their choice and at their own expense.

- (e) Interest will not be paid on amounts accumulated during the accrual period. A taxation ruling (TD 93/242) prohibits such payment on the basis that people taking advantage of a taxation incentive cannot derive interest on those funds. Interest accrued will be utilised to offset the administrative costs of the fund.

99.5 Suspension of Contributions

- (a) Participation in the scheme will be suspended during any period of unpaid leave. Any period of unpaid leave will reduce payments into the fund and therefore proportionately reduce the accrued payment in the year of leave.
- (b) A participant may elect to suspend contributions for a period of less than twelve months once during the accrual period. This will also reduce the accrued payment in the year of leave.
- (c) The School retains the discretionary authority to approve suspension for a period of twelve (12) months at the request of the participant. Such a suspension will extend the taking of the year of leave by one (1) year.

99.6 Withdrawal

- (a) The participant may withdraw from the scheme at any time by notifying the School in writing.
- (b) The exact money paid into the scheme will be paid in a lump sum on withdrawal and no interest will be paid on this amount.
- (c) The participant who withdraws from the scheme will be taxed on the lump sum payment and any other salary received during that financial year. Significant taxation implications may, therefore, apply. Participants are strongly encouraged to discuss these taxation implications and other related issues with an accountant or financial adviser of their choice and at their own expense.
- (d) Where a participant's service is terminated by the participant's death, the participant's entitlement under this Clause 99 vests in the participant's personal representative.

99.7 Long Service Leave, Personal/Carer's Leave and Increment Entitlements

- (a) A participant in the scheme will accrue the above entitlements at 100% of the normal accrual rate over the first four years (or nine years) only. The fifth year (or tenth year), the year of leave, is a non-accrual period, i.e. Leave without Pay status.
- (b) A participant who has Personal/Carer's leave credits and has need of Personal/Carer's leave during the first 4 years (or 9 years), will be paid at 80% (or 90%) of the normal salary.
- (c) If during the period of leave under this clause 100, a participant who has Personal/Carer's leave credits and has suffered an illness or injury, the participant will be entitled to claim Personal/Carer's leave paid at 80% (or 90%) of the normal salary.

99.8 Workers' Compensation

- (a) Participants in the scheme are covered by workers' compensation during the first four years (or nine years) of the scheme at 100% of their normal salary. A participant in receipt of workers' compensation during the first four years (or nine years) may elect to continue in the deferred salary scheme or suspend contributions until their return to full duties.
- (b) Any period of suspension due to workers' compensation shall be undertaken in accordance with Clause 99.5.

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

99.9 Superannuation

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

99.10 Income Protection Insurance

Salary Continuance Insurance shall be negotiated between the insurer and insured.

99.11 Fund Management

- (a) The scheme will be managed by LESNW. During the four-year (or nine-year) accrual period, the schools will remit 20% (or 10%) of salary foregone to the LESNW on a two or four weekly basis.
- (b) Participants will receive a statement from the School at the end of each year showing the amount accumulated in the scheme. At the beginning of the fifth year (or tenth year), when leave is taken, the accumulated amount will be forwarded to the School for payment through the School's payroll.
- (c) All contributions to the scheme are guaranteed by LESNW.

99.12 Implementation Date

- (a) Applications are to be forwarded to the Principal by the close of business on 31 August of the year prior to the year of commencement.
- (b) Schools will endeavour to notify the employee of the result of their applications by 31 October of the same year.

99.13 Taxation Ruling

A class ruling has been granted by the Australian Taxation Office to support this Scheme. A copy of the Class Ruling CR 2006/11 'Leave – Deferred Salary Scheme – employees of Lutheran Schools and Kindergartens in Western Australia' may be obtained from the LESNW office on request.

100. Compassionate and Bereavement Leave

100.1 Compassionate leave is provided for in the NES. In particular:

From the Fair Work Act 2009 (NES): (extract below)

Division 7 Subdivision C—Compassionate leave

104 Entitlement to compassionate leave

- (1) *An employee is entitled to 2 days of compassionate leave for each occasion (a 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 facto partner, has a miscarriage.*

(2) *Paragraph (1)(c) does not apply:*

- (a) *if the miscarriage results in a stillborn child; or*
- (b) *to a former spouse, or former de facto partner, of the employee.*

Note: For the definition of a stillborn child, see subsection 77A(2).

105 Taking compassionate leave

(1) *An employee may take compassionate leave for a particular permissible occasion if the leave is taken:*

- (a) *to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in section 104; or*
- (b) *after the death of the member of the employee's immediate family or household, or the stillbirth of the child, referred to in section 104; or*
- (c) *after the employee, or the employee's spouse or de facto partner, has the miscarriage referred to in section 104.*

(2) *An employee may take compassionate leave for a particular permissible occasion as:*

- (a) *a single continuous 2 day period; or*
- (b) *2 separate periods of 1 day each; or*
- (c) *any separate periods to which the employee and his or her employer agree.*

(3) *If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.*

Note: The notice and evidence requirements of section 107 must be complied with.

106 Payment for compassionate leave (other than for casual employees)

If, in accordance with this Subdivision, an employee, other than a casual employee, takes a period of compassionate leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

Note: For casual employees, compassionate leave is unpaid leave.

100.2 Bereavement Leave

On the death of an immediate family member as defined in section 12 of the Act (shown in the definitions in clause 2 of this Agreement) and extended to include a person demonstrated to the satisfaction of the School to be a person of significant relationship to the employee:

- (a) An employee (other than a casual employee) is entitled on notice to leave up to and including the day of the funeral of the person. The leave will be with pay for a period not

exceeding the number of hours worked by the employee in three (3) ordinary days of work.

- (b) Proof of the death must be provided by the employee to the satisfaction of the School if requested.

100.3 Entitlement to Additional Bereavement Leave

Subject to the same provisions of Clause 100.2 (a) where the leave in Clause 100.2 (a) has been exhausted, an employee is entitled to leave up to two (2) school days on each occasion of a death of a relative. On each occasion of bereavement, additional leave, may, at the employee's request and with the agreement of the School, be provided on the following basis:

- (a) where paid leave is sought, it will be debited against the available Personal/Carer's leave credit of the employee.
- (b) where the Personal/Carer's leave credit of the employee has been exhausted and additional leave is sought the employee may apply for unpaid leave which will not be unreasonably refused by the School.

100.4 Effect on Other Leave

This Clause has no operation where the period of entitlement to this leave coincides with any other period of leave, except where the employee is entitled to have leave recredited in accordance with the NES.

101. Community Service Leave

Community service leave is provided for in the NES. This Clause 101 supplements the NES.

101.1 Jury Service

The School must reimburse an employee the difference between the amount paid for attendance at jury service and the amount of salary the employee would have received in respect to the ordinary time the employee would have worked had the employee not been on jury service.

101.2 Military Service Leave

An employee who is a member of the Australian Military Reserve or other Australian Military Forces will be granted Leave without Pay for the purpose of attending any compulsory camp or posting.

102. Special Leave

102.1 An employee, by agreement with the Principal, may be granted two (2) days paid leave per school year for special non-recurring family events such as graduation ceremonies for self or family, moving house or other urgent or pressing necessities.

102.2 The leave is not cumulative and is available on a pro rata basis for part-time employees.

103. Additional Paid or Unpaid Leave

103.1 The School may, where reasonable cause exists, grant to an employee additional paid or unpaid leave for any period and upon such conditions as are mutually agreed with the employee. Additional paid leave may be granted for undertaking exams.

- 103.2 Additional paid or unpaid leave granted under clause 103.1 is in addition to any other leave to which an employee is entitled.

104. Ceremonial Leave

Indigenous employees are able to access five (5) days paid ceremonial leave to attend to cultural obligations, in addition to any other entitlements.

105. Family and Domestic Violence Leave

- 105.1 In recognition that Employees sometimes face situations of violence and/or abuse in their personal life that may affect their attendance or performance at work the School has agreed to the leave which is the subject of this clause. The School is committed to providing support to Employees who experience family and domestic violence.
- 105.2 An Employee will not be discriminated against or have adverse action taken against them because of their disclosure of, experience of, or perceived experience of, family and domestic violence.
- 105.3 The School does not tolerate Employees perpetrating family and domestic violence in or from the workplace. Employees must not use work facilities to perpetrate family and domestic violence. Any such conduct is a breach of employment obligations and any Employees who do so will face disciplinary action.
- 105.4 Definition of Family and Domestic Violence
- (a) The meaning of family and domestic violence is in accordance with the definition of 'family violence' in the Restraining Orders Act 1997 (section 5A).
 - (b) To avoid doubt, this definition includes behaviour that:
 - (1) is physically or sexually abusive; or
 - (2) is emotionally or psychologically abusive; or
 - (3) is economically abusive; or
 - (4) is threatening; or
 - (5) is coercive; or
 - (6) in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or
 - (7) causes a child to hear or witness, or otherwise be exposed to the effects of, such behaviour.
- 105.5 Access to Family and Domestic Violence Leave
- (a) In accordance with the following subclauses, an Employee, including a Casual Employee may make application for leave to deal with activities related to family and domestic violence. The Employer will assess each application and give consideration to the personal circumstances of the Employee seeking the leave.
 - (b) Such activities related to family and domestic violence may include attendance at medical appointments, legal proceedings; counselling, appointments with a medical or legal practitioner; relocation or making other safety arrangements; and other matters of

a compassionate or pressing nature related to the family and/or domestic violence which may arise without notice and require immediate attention.

- (c) Subject to clauses 105.6 and 105.7, an Employee, other than a casual employee, experiencing family and domestic violence will have access to **fifteen (15)** non-cumulative days per year of paid family and domestic violence leave, in addition to their existing leave entitlements. Other leave entitlements do not need to be exhausted to access this Family and Domestic Violence Leave.
- (d) Subject to clauses 105.6 a casual employee experiencing family and domestic violence will be entitled to **fifteen (15)** non-cumulative days per year of unpaid absence on Family and Domestic Violence leave,
- (e) Upon exhaustion of the leave entitlement in clause 105.5 (c), Employees will be entitled to up to two days unpaid family and domestic violence leave on each occasion.
- (f) Family and domestic violence leave does not affect salary increment dates, personal leave entitlements, long service leave entitlements or annual leave entitlements.
- (g) Subject to the Employer's approval of the application, family and domestic violence leave may be taken as whole or part days off.
- (h) Application of the leave entitlement for Casual Employees will apply to the extent of their agreed working arrangements.

105.6 Notice and Evidentiary Requirements

- (a) The Employee shall give the School notice as soon as reasonably practicable of their request to take leave under this clause.
- (b) Supporting evidence of family and domestic violence may be required to access leave entitlements however this should not be onerous on the Employee. Leave can be granted without supporting documentation when the School is satisfied that it is not required.
- (c) Evidence may include a document issued by the police, a court, a legal service, a health professional or a counsellor, a financial institution, a family and domestic violence support service or a refuge service. A statutory declaration may also be provided.
- (d) Such evidence will be dealt with in accordance with the confidentiality provisions in this clause. Only the Employee will retain a copy of the evidence and information will not be kept on an Employee's personnel file, unless otherwise agreed.

105.7 Access to Other Forms of Leave

- (a) Subject to the leave provisions of this Agreement, an Employee experiencing family and domestic violence may use other leave entitlements
- (b) Subject to the School's approval of the application, and sufficient leave credits being available, leave may be taken as whole or part days off.

105.8 Confidentiality

- (a) The School will take all reasonable steps to ensure any information disclosed by Employees regarding family and domestic violence is kept strictly confidential. Disclosure will be on a need-to-know basis only and only to maintain safety. Where possible, disclosure will only occur with the express consent of the Employee.
- (b) The School will take reasonable steps to ensure any information or documentation provided by an Employee regarding family and domestic violence is kept confidential. Generally speaking, only the Employee will retain a copy of evidence for accessing

family and domestic violence leave and information will not be kept on an Employee's personnel file.

- (c) Subsequent disclosure within the School should be on a need-to-know basis, for example if there is a potential for workplace safety to be impacted and generally with the consent of the Employee.
- (d) This clause does not override any legal obligations to disclose information.

105.9 Contact Person

The School will identify contacts within the School who will be trained in family and domestic violence and associated privacy issues. The School will advertise the name of any Family and Domestic Violence contacts within the workplace.

105.10 Individual Support

- (a) Where there is a risk to the personal health or safety of an Employee who is experiencing or has experienced family and domestic violence, the School, where appropriate, may:
 - (1) facilitate flexible working arrangements, such as changes to hours/days worked, or working different days or length of days, in accordance with the provisions of the Agreement; and/or
 - (2) make workplace modifications including changes to the Employee's telephone number and amending the Employee's email address and, where appropriate/practicable, the Employee's work location.
- (b) An Employee who is experiencing or has experienced family and domestic violence may access confidential counselling support via the School's Employee Assistance Program.
- (c) Where an Employee raises issues of family and domestic violence the School should establish with the Employee the level of risk and where appropriate implement specific safety and emergency management systems and plans.

105.11 With the exception of access to the School's Employee Assistance Program which is available to all Employees, the provisions of this clause are only applicable to Employees who are victims of family and domestic violence.

Part VI - Employee Representation and Union Recognition

106. Employee Representation and Union Recognition

106.1 Workplace Relations Context

The School and employees accept that to be consistent with the ethos of working together, they are committed to a collaborative approach to conducting workplace relations.

106.2 Union Recognition

The School and employees recognise that:

- (a) the IEUWA is the Principal industrial representative of employees in the school in the workplace relations context and has a legitimate right to advise members about all aspects of their employment.
- (b) Employees have the freedom of choice to select whatever representative they choose.

106.3 Union Access to Members and Other Employees

Right of entry is governed by Part 3-4 of the Fair Work Act.

106.4 Union Communication

- (a) Employees and IEUWA are free to exchange information relative to industrial matters effecting the employees' rights, obligations and conditions of employment, OHSW and other legitimate matters of interest, without interference from the School.
- (b) To that end, material circulated to school staff via any official means shall be passed on to the relevant employee(s) promptly.
- (c) The School shall permit the posting of IEUWA notices on noticeboards within the School where they are likely to be accessed by employees
- (d) Communication including email between IEUWA and employees shall be treated as confidential and not interfered with, or changed in any way.
- (e) While reasonable care, consistent with good business practice, is taken, Schools do not guarantee the confidentiality of any data stored on any School information technology system or transmitted through any network. For the purpose of managing the information technology facilities, it may be necessary to monitor files and usage. Schools reserve the right to examine or copy files or data on their information technology facilities to maintain a secure, efficient and effective information technology environment and to ensure compliance with all laws and customs. In many cases, user files will be copied to provide backup for disaster recovery, and network traffic will be sampled to ensure correct functioning of equipment.

106.5 Workplace Delegates' rights

- (a) Clauses 106.5 to 106.7 and 106.9 to 106.11 provides for the exercise of the rights of Workplace Delegates set out in section 350C of the *Fair Work Act 2009*. The School is taken to have afforded delegates the rights provided in section 350C(3) of the *Fair Work Act 2009* if the School complies with clauses 106.5 to 106.7 and 106.9 to 106.11.
- (b) In clauses 106.5 to 106.11 '**Eligible Employees**' mean members and persons eligible to be members of the Delegate's Organisation who are employed by the School.

106.6 Workplace Delegates' rights – Notification

- (a) Before exercising entitlements under clauses 106.5 to 106.11, a Workplace Delegate must give the School written notice of their appointment or election as a Workplace Delegate. If requested, the Workplace Delegate must provide the School with evidence that would satisfy a reasonable person of their appointment or election.
- (b) An employee who ceases to be a Workplace Delegate must give written notice to the School within 14 days.

106.7 Workplace Delegates' rights – Right of representation

A Workplace Delegate may represent the industrial interests of Eligible Employees who wish to be represented by the Workplace Delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the Workplace Delegate has been appointed as a bargaining representative under section 176 of the Fair Work Act 2009 or is assisting the Delegate's Organisation with enterprise bargaining;
- (f) any process or procedure within an award, enterprise agreement or policy of the School under which Eligible Employees are entitled to be represented and which concerns their industrial interests; and
- (g) at any meeting between an employee and the Principal (or nominee) where the subject of the meeting or the meeting itself, could reasonably be expected to materially impact in a negative way upon the employee's employment or employment conditions.

106.8 Workplace Delegates' rights – Meetings that could materially impact an employee's employment in a negative way

- (a) An employee is entitled to be given a reasonable opportunity to be accompanied or represented by an IEUWA Representative, a Workplace Delegate, (or other person) at any meeting covered by clause 106.7 (g).

At any time that any such meeting is arranged, the School shall:

- (1) inform the employee of their right to be accompanied or represented;
 - (2) give the employee sufficient time between the notification of the meeting and the scheduled meeting time, to make representational or support arrangements;
 - (3) explain to the employee the purpose of the meeting and the broad issues to be discussed so that they may seek advice about these in advance.
- (b) This clause does not apply where the purpose of the meeting is to provide a direction or instruction to the employee and where the employee is not required to respond to allegations of misconduct during the meeting. The School will ensure that personal support is available after the meeting and will discourage the employee from providing any verbal response at the meeting that may be prejudicial to the employee.
 - (c) For clarity, where the School has been instructed by police or a child protection authority on a way to proceed with a matter, or in the case of an emergency, this clause does not apply.
 - (d) This clause does not operate to restrict any other right an employee has to obtain support and representation, including from the IEUWA.

106.9 Workplace Delegates' rights – Entitlement to reasonable communication

- (a) A Workplace Delegate may communicate with Eligible Employees for the purpose of representing their industrial interests under clauses 106.5 to 106.11. This includes discussing membership of the Delegate's Organisation and Representation with Eligible Employees.
- (b) A Workplace Delegate may communicate with Eligible Employees, subject of the Eligible Employee's agreement, during working hours or work breaks, or before or after work.
- (c) Where the School has a Consultative Committee, a Workplace Delegate shall be a member of the Committee. The Workplace Delegate may delegate this role to another Workplace Delegate who is an employee of the School.

106.10 Workplace Delegates' rights – Entitlement to reasonable access to the workplace and workplace facilities

- (a) The School must provide a Workplace Delegate with access to or use of the following workplace facilities:
 - (1) a room or area to hold discussions that is fit for purpose, private and accessible by the Workplace Delegate and Eligible Employees;
 - (2) a physical or electronic noticeboard;
 - (3) electronic means of communication ordinarily used in the workplace by the School to communicate with Eligible Employees and by Eligible Employees to communicate with each other, including access to Wi-Fi;
 - (4) a lockable filing cabinet or other secure document storage area; and
 - (5) office facilities and equipment including printers, scanners and photocopiers.
- (b) The School is not required to provide access to or use of a workplace facility under clause 106.9(b) if:
 - (1) The workplace does not have the facility;
 - (2) Due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (3) The School does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

106.11 Workplace Delegates' rights – Entitlement to reasonable access to training

The School must provide a Workplace Delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of Eligible Employees, subject to the following conditions:

- (a) The School is not responsible for paying for the cost of the training or any travel costs or other costs associated with the training.
- (b) In each year commencing 1 July, the School is not required to provide access to paid time for training to more than one Workplace Delegate per 50 Eligible Employees.
- (c) The number of Eligible Employees will be determined on the day a delegate requests paid time to attend training, as the number of Eligible Employees who are:
 - (1) full-time or part-time employees; or
 - (2) regular casual employees.

- (d) Payment for a day of paid time during normal working hours is payment of the amount the Workplace Delegate would have been paid for the hours the Workplace Delegate would have been rostered or required to work on that day if the Workplace Delegate had not been absent from work to attend the training.
- (e) The Workplace delegate must give the School not less than 5 weeks' notice (unless the School and Workplace Delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (f) If requested by the School, the Workplace Delegate must provide the School with an outline of the training content.
- (g) The School must advise the Workplace Delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the Workplace Delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (h) The workplace Delegate must, within 7 days after the day on which the training ends, provide the School with evidence that would satisfy a reasonable person of their attendance at the training.

106.12 Union Involvement in Staff Meetings

IEUWA Representatives will not attend Staff Meetings of the whole staff unless it is agreed expressly between the IEUWA Representative (or Workplace Delegate at the School) and the Principal. The Principal, if agreeable, should nominate a suitable time. If the Principal agrees to an IEUWA Officer's attendance at a Staff Meeting, the Principal is entitled to be present throughout the presentation.

106.13 Clause 106 in its entirety will be read in conjunction with sections 350A and 350C Part 3-1 and Chapter 3, Part 3-4 of the *Fair Work Act 2009*.

Part VII – Signatories

As Principal of Living Waters Lutheran College, I have been authorised to sign this Agreement on behalf of Living Waters Lutheran College.


Signature


30 August 2024
Date

Desmond Paul Mitchell
Full name

PRINCIPAL

176 Currie St, Warnbro WA 6169
Address

On behalf of the Employees


Signature

4 September 2024
Date

Meghan Louise Evans - Teacher -
Full name and position

176 Currie St, Warnbro WA 6169
Address

On behalf of the Independent Education Union Australia (Western Australia)


Signature

5-9-2024
Date

REBECCA COLLOPY IENAWA BRANCH SECRETARY
Full name and position

Suite 20, 63 Knutsford Ave, Rivervale, WA, 6103
Address

Part VIII – Schedules

Schedule 1 - Salaries and Allowances – Teachers

Schedule 2 - Teacher Classifications

Schedule 3 - Positions of Additional Responsibility (PAR) for Teachers

Schedule 4 - Salaries and Allowances Lutheran School Officers

Schedule 5 - Teacher Professional Development

Schedule 6 - Classification Structure for Lutheran School Officers

Schedule 7 - Salary Packaging

Schedule 8 - Charter for Teachers in Lutheran Schools

Schedule 9 - Dispute Resolution Process (DRP)

Schedule 10 - Consultation

Schedule 11 - Employee Appraisal

Schedule 12 - Occupational Safety and Health

Schedule 13 - Teacher Workload Agreement

Schedule 1 - Salaries and Allowances - Teachers

Teacher Salary Rates Payable from 5 June 2023

Teachers Pay Step	Annual Gross Salary	Fortnightly Gross Salary	Hourly Gross Salary
GT1	\$ 81,481	\$ 3,124.27	\$ 41.11
GT2	\$ 85,604	\$ 3,282.36	\$ 43.19
GT3	\$ 93,337	\$ 3,578.87	\$ 47.09
PT1	\$ 96,819	\$ 3,712.38	\$ 48.85
PT2	\$ 100,425	\$ 3,850.65	\$ 50.67
PT3	\$ 104,163	\$ 3,993.98	\$ 52.55
PT4	\$ 108,159	\$ 4,147.20	\$ 54.57
PT5	\$ 112,154	\$ 4,300.38	\$ 56.58
PT6	\$ 116,407	\$ 4,463.46	\$ 58.73
HAT	\$ 120,685	\$ 4,627.49	\$ 60.89
LEAD	\$ 125,303	\$ 4,804.56	\$ 63.22

Does not Include Annual Leave Loading

Minor rounding variances of up to one dollar may occur due to systems used to process payroll

Teacher Salary Rates Payable from 5 December 2023

Teachers Pay Step	Annual Gross Salary	Fortnightly Gross Salary	Hourly Gross Salary
GT1	\$ 83,140	\$ 3,187.88	\$ 41.95
GT2	\$ 90,164	\$ 3,457.21	\$ 45.49
GT3	\$ 97,651	\$ 3,744.29	\$ 49.27
PT1	\$ 101,052	\$ 3,874.69	\$ 50.98
PT2	\$ 104,588	\$ 4,010.28	\$ 52.77
PT3	\$ 108,260	\$ 4,151.07	\$ 54.62
PT4	\$ 112,077	\$ 4,297.43	\$ 56.55
PT5	\$ 116,106	\$ 4,451.92	\$ 58.58
PT6	\$ 120,438	\$ 4,618.02	\$ 60.76
HAT	\$ 124,909	\$ 4,789.46	\$ 63.02
LEAD	\$ 129,689	\$ 4,972.74	\$ 65.43

Does not Include Annual Leave Loading

Minor rounding variances of up to one dollar may occur due to systems used to process payroll

Teacher Salary Rates Payable from 2 December 2024

Teachers Pay Step	Annual Gross Salary	Fortnightly Gross Salary	Hourly Gross Salary
GT1	\$ 86,466	\$ 3,315.41	\$ 43.62
GT2	\$ 93,770	\$ 3,595.48	\$ 47.31
GT3	\$ 101,557	\$ 3,894.06	\$ 51.24
PT1	\$ 105,094	\$ 4,029.68	\$ 53.02
PT2	\$ 108,771	\$ 4,170.67	\$ 54.88
PT3	\$ 112,591	\$ 4,317.14	\$ 56.80
PT4	\$ 116,560	\$ 4,469.33	\$ 58.81
PT5	\$ 120,750	\$ 4,629.98	\$ 60.92
PT6	\$ 125,256	\$ 4,802.76	\$ 63.19
HAT	\$ 129,905	\$ 4,981.02	\$ 65.54
LEAD	\$ 134,877	\$ 5,171.66	\$ 68.05

Does not Include Annual Leave Loading

Minor rounding variances of up to one dollar may occur due to systems used to process payroll

Teacher Salary Rates Payable from 1 December 2025

Teachers Pay Step	Annual Gross Salary	Fortnightly Gross Salary	Hourly Gross Salary
GT1	\$ 89,060	\$ 3,414.88	\$ 44.93
GT2	\$ 96,583	\$ 3,703.34	\$ 48.73
GT3	\$ 104,604	\$ 4,010.89	\$ 52.77
PT1	\$ 108,247	\$ 4,150.58	\$ 54.61
PT2	\$ 112,034	\$ 4,295.78	\$ 56.52
PT3	\$ 115,968	\$ 4,446.63	\$ 58.51
PT4	\$ 120,057	\$ 4,603.41	\$ 60.57
PT5	\$ 124,372	\$ 4,768.87	\$ 62.75
PT6	\$ 129,013	\$ 4,946.82	\$ 65.09
HAT	\$ 133,802	\$ 5,130.44	\$ 67.51
LEAD	\$ 138,923	\$ 5,326.80	\$ 70.09

Does not Include Annual Leave Loading

Minor rounding variances of up to one dollar may occur due to systems used to process payroll

Teachers who work all four terms in a school year are entitled to be paid their appropriate full annual salary contained in this Agreement

Payment of Casual Teachers (Relief Teachers)

Pay details for casual teacher pursuant to clause 16.6 (e) (1) (A) and (B) and this schedule 1:

From 5 June 2023

Date	Training	Full Day	Half Day
first full pay period commencing on or after 5 June 2023	Less than 4 Year	\$ 428.02	\$ 214.01
first full pay period commencing on or after 5 June 2023	Four years or more	\$ 484.10	\$ 242.05

From 4 December 2023

Date	Training	Full Day	Half Day
first full pay period commencing on or after 4 December 2023	Less than 4 Year	\$ 450.82	\$ 225.41
first full pay period commencing on or after 4 December 2023	Four years or more	\$ 505.26	\$ 252.63

From 2 December 2024

Date	Training	Full Day	Half Day
first full pay period commencing on or after 2 December 2024	Less than 4 Year	\$ 468.85	\$ 234.43
first full pay period commencing on or after 2 December 2024	Four years or more	\$ 525.47	\$ 262.74

From 1 December 2025

Date	Training	Full Day	Half Day
first full pay period commencing on or after 1 December 2025	Less than 4 Year	\$ 482.92	\$ 241.46
first full pay period commencing on or after 1 December 2025	Four years or more	\$ 541.24	\$ 270.62

The hourly rate to be paid to part-time teachers that are requested to attend nominated school activities pursuant to Clause 16.4 (h) shall be in accordance with the following:

$$\text{Hourly rate} = \left(\begin{array}{l} \text{substantive} \\ \text{incremental} \\ \text{annual salary} \end{array} \right) \times \frac{6}{313} \times \frac{1}{5} \times \frac{125}{100} \times \frac{1}{5.5}$$

Leadership Point Allowance

Leadership points are set down in Clause 18 and Schedule 4 - Positions of Additional Responsibility (PAR) for Teachers, Clause 2

Leadership Point Allowance (per Leadership Point)	
Date	Allowance (pa)
first full pay period commencing on or after 5 June 2023	\$ 1,804
first full pay period commencing on or after 4 December 2023	\$ 1,867
first full pay period commencing on or after 2 December 2024	\$ 1,942
first full pay period commencing on or after 1 December 2025	\$ 2,000

Teacher in Charge Allowance

The allowance for a Teacher in Charge, as described in Clause 78, shall be:

Teacher in Charge Allowance (per day)	
Date	Allowance (pa)
first full pay period commencing on or after 5 June 2023	\$ 74.20
first full pay period commencing on or after 4 December 2023	\$ 76.80
first full pay period commencing on or after 2 December 2024	\$ 79.87
first full pay period commencing on or after 1 December 2025	\$ 82.27

Schedule 2 - Teacher Classifications

1. Introduction

- (a) This teacher classification has as a basis adopted the categories from the document prepared by 'Australian Institute for Teaching and School Leadership Limited' 'Australian Professional Standards for Teachers' (the standards).
- (b) For each classification, the Principal is required to ensure that there is in place:
 - (1) a performance management process for teachers so that they are receiving vital feedback and comment on their progress, and to encourage them in their professional development and achievements;
 - (2) an underperformance management process for those teachers who are considered not to be meeting the standards and with the expectation that their performance will improve or their employment may be terminated.

2. Graduate Teacher (GT1 – GT3)

- (a) Graduate teachers are teachers who have completed a recognised qualification and have been granted provisional registration by the Teachers Registration Board of Western Australia or similar authority
 - (1) Who are 4 year trained will commence on the first incremental step in Schedule 1 ~ GT1.
 - (2) Who are 5 year trained will commence on the second incremental step in Schedule 1 ~ GT2.
- (b) Principals shall provide an induction program for graduate teachers until the end of the probationary period, when they may have an ongoing appointment. The graduate teacher will have a negotiated professional development plan.
- (c) Graduate teachers will be considered as such for the first three years of professional practice and will be expected to continue although with reducing amounts of support such as additional professional development and mentoring as negotiated with and agreed by the Principal.
- (d) For the purposes of Schedule 1, graduate teachers will be designated GT1, GT2 and GT3.

3. Proficient Teacher (PT1 - PT5)

- (a) The progression from graduate teacher to proficient teacher will be in accordance with the incremental steps.
- (b) The proficient teacher will have a professional development plan approved by the Principal.
- (c) For the purpose of Schedule 1, Proficient Teachers will be designated PT1, PT2, PT3, PT4, and PT5

4. Proficient Teacher PT6

The progression from Proficient Teacher PT5 to Proficient Teacher PT6 requires the teacher to meet a number of criteria. These criteria are:

- (a) Accreditation as a teacher in Lutheran schools:
Accreditation (Ac) for those teaching Christian Studies;
Accreditation (A_T) for all other teachers.
- (b) A full year at the current top incremental step PT5.
- (c) Written application to request advancement to PT6 is to be prepared by the teacher advising that the teacher has achieved the requirements of the (a) and (b) of this Clause 4.
- (d) A teacher who is recruited into a school and seeks to be classified as a PT6, and who meets all the criteria (except that of accreditation as a teacher in a Lutheran school) shall be classified as PT6. If after three years, the teacher has not achieved accreditation the teacher will be reclassified as a PT5.
- (e) Proficient teachers (PT6) are required to demonstrate that they operate in accord with some of the seven standards at the Proficient Teacher level as set down in Australian Professional Standards for Teachers.
- (f) An annual review of performance of each teacher classified as PT6 is to be conducted by the Principal or delegate against the Proficient Teacher standards as defined in the 'Australian Professional Standards for Teachers'.
- (g) Any concerns are to be identified and Professional Development plans are established to address concerns. If the PT6 performance continues to be less than Proficient Teacher standards and benchmarks, the teacher will be given a period of 1 year to achieve the standard, otherwise the teacher will be reverted to PT5.
- (h) If successful, progression to PT6 will be effective from the date the written application was made.

5. Highly Accomplished Teacher (HAT)

- (a) Under this Agreement a teacher may apply for Highly Accomplished Teacher status.
- (b) A teacher may progress to a Highly Accomplished Teacher status after completing two years of service as a PT6 teacher; and has been nationally certified as a Highly Accomplished Teacher by AISWA.
- (c) Tenure for the Highly Accomplished Teacher status is to be for five years, with the option that the teacher may reapply provided that the teacher's HAT certificate has been renewed.
- (d) The Highly Accomplished Teacher is to participate in the performance management process during which goals to be achieved for the year will be established.
- (e) Written application to request advancement to HAT is to be prepared by the teacher advising that the teacher has achieved the requirements of the (b), or (c) of this clause 5.
- (f) An annual review of performance of each HAT is to be conducted by the Principal or delegate against the HAT standards as defined in the 'Australian Professional Standards for Teachers'. Any concerns are to be identified and Professional Development plans are established to address concerns. If the HAT performance continues to be less than HAT standards and benchmarks, the teacher will be given a period of 1 year to achieve the standard, otherwise the teacher will be reverted to PT6.

- (g) Highly accomplished teachers will provide a role model for, and may be required to offer some mentoring to beginning teachers. A time allowance of 1 lesson per week may be negotiated with the Principal to undertake the mentoring role.
- (h) Highly accomplished teachers will take part in the performance management process during which goals for the year will be agreed upon.
- (i) The School will reimburse employees who obtain accreditation as a HAT whilst employed at the School for half of the fee paid to AISWA.
- (j) The School will provide some release time for employees seeking to be accredited as a HAT.

6. Lead Teacher (LEAD)

- (a) Under this Agreement a teacher may apply for Lead Teacher status
A teacher may progress to a Lead Teacher status after completing two (2) years as a highly accomplished teacher; and has been nationally certified as a Lead Teacher by AISWA.
- (b) Tenure for the Lead Teacher status is to be for five years, with the option that the teacher may reapply provided that the teacher's certificate has been renewed
- (c) Written application to request advancement to Lead Teacher status is to be prepared by the teacher advising that the teacher has achieved the requirements of the (b), or (c) of this Clause 6.
- (d) A lead teacher will have a professional development plan that includes elements of providing professional development for other staff, both internal and external, to the School.
- (e) The lead teacher will be expected to provide mentoring of other staff.
- (f) The lead teacher is to participate in the performance management process during which goals to be achieved for the year will be established.
- (g) The School will reimburse employees who obtain accreditation as a Lead teacher whilst employed at the School for half of the fee paid to AISWA.
- (h) The School will provide some release time for employees seeking to be accredited as a lead teacher.

7. Teachers classified as Senior Teachers (or equivalent) recruited from other schools

Should a teacher classified as Senior Teacher (or equivalent) by another school be recruited by the School, the teacher will be classified as PT6, provided that:

- (a) the teacher has served for greater than 1 year FTE at PT5 or equivalent.
- (b) within 3 years the teacher has achieved accreditation as a teacher in Lutheran Schools, as either:
 - (1) Accreditation as a teacher (A_t) or
 - (2) Accreditation as a teacher of Christian Studies (A_c)If after three years the teacher has not achieved Accreditation, the teacher will revert to PT5.
- (c) The teacher has a PD plan negotiated with the Principal or delegate in place by the end of the third school term after commencing service to do so.

If after three school terms the teacher has no negotiated PD plan, the teacher will revert to PT5.

8. Teachers recruited from other schools

Teachers recruited from other schools will be classified in accordance with this Schedule 2 with the proviso that teachers classified at PT6, HAT or Lead shall:

- (a) within 3 years the teacher has achieved accreditation as a teacher in Lutheran Schools, as either:
 - (1) Accreditation as a teacher (A_t) or
 - (2) Accreditation as a teacher of Christian Studies (A_c)

If after three years the teacher has not achieved Accreditation, the teacher will revert to PT5.

- (b) The teacher has a PD plan negotiated with the Principal or delegate in place by the end of the third school term after commencing service to do so.

If after three school terms the teacher has no negotiated PD plan, the teacher will revert to PT5.

9. Incremental Advancement of Salary

- (a) Teachers who are entitled to an incremental step in the salary scale in Schedule 1 shall progress to the next higher incremental step after 12 months of full-time service.
- (b) Part-time teachers will be entitled to the next higher incremental step of the scale after 12 months **equivalent** full-time teaching experienced wherever gained.
- (c) A full-time year of teaching service for casual teachers is deemed to be 200 full casual days in Australian schools

Schedule 3 - Positions of Additional Responsibility (PAR) for Teachers

1. Positions of Additional Responsibility

(a) Teaching Positions of Additional Responsibility (**PAR**) to carry out specific duties or responsibilities shall be established by the Principal for the efficient operation of the School.

(b) To establish the classification level of the PAR, the Principal shall consider the importance of the following factors:

Levels of direction and supervision given to the PAR

Knowledge, skill and experience required of the PAR

Accountability and responsibilities given to the PAR

Communication and influence the PAR will be expected to exercise

Extent of delegated authority to and decision making expected of the PAR

(c) The classification of the PAR in the School shall be recognised by the graduation of responsibilities which apply within the School by the assignment of specific number of leadership points. This assignment of leadership points shall be at the discretion of the Principal.

(d) Teachers appointed to a PAR will be paid a monetary allowance and time allowance in accordance with assignment of leadership points in addition to their substantive salary and workload.

2. Prescribed Leadership Points

(a) The School will appoint teachers to PAR's in such numbers as to at least utilise prescribed leadership position points determined for that School.

(b) The leadership points will be calculated by multiplying the number of equivalent full-time teaching staff (of all classifications) of the School by:

(1) primary (K - 6) 1.0

(2) secondary (7 - 12) 1.5

(c) If the School is separated into different sections, each section will be considered as a separate school and leadership points will be determined in each section of the school according to the prescribed leadership positions calculated by the number of equivalent full-time teaching staff employed in that section of the school.

(d) Each leadership point will accrue an annual allowance in addition to substantive salary. Refer to Schedule 1 for the allowances.

(e) Each leadership point will accrue time release of no less than 50 minutes per point per week.

(f) Points will be expressed as integers only but where the prescribed leadership points are not divisible, then the total of prescribed leadership points will be increased by one to enable division.

(g) Prescribed leadership points will be calculated on the actual equivalent full-time teaching staff (of all Agreement classifications) of the School as at 1 February each year.

3. Tenure

Subject to other provisions of this Agreement, the minimum period of tenure of PAR appointments will be as follows:

Range of Points		Tenure
From	To	
1	2	1 year
3	4	2
5	8	3
9	11	4

- (a) The tenure listed in the table above is a minimum. The School is able to decide to offer longer tenures for appropriate reasons.
- (b) The Principal or teacher may at any time during the tenure, initiate or request an appraisal. The teacher is to be provided with a written report of the findings of the appraisal.
- (c) A teacher whose classification in a PAR expires and who is not reappointed will revert to the appropriate step on their substantive salary prior to appointment to PAR.
- (d) Should a teacher be unable or not competent to continue in the PAR, the next person selected to continue in the PAR will have the remainder of the tenure of the earlier person.
- (e) A review of the performance of a person assigned a leadership position will be conducted towards the end of the tenure. If the teacher is meeting performance expectations, the tenure will be extended for another period unless the position is no longer required as a consequence of restructure to meet changing needs of the school, in which case the teacher will return to normal teaching duties. The teacher may apply for any other leadership positions for which the teacher is qualified.

4. Simultaneous Appointments

In exceptional circumstances, a teacher may be simultaneously appointed to more than one (1) PAR position. If the Principal assigns a person additional responsibility, then the new role will be assigned a new number of leadership points. Any alteration to the level of responsibility shall take into account any before and after assignment tenure provisions.

5. Job Descriptions

Teachers appointed to a PAR will have an agreed job description setting out the:

- (a) classification level (i.e. number of leadership points)
- (b) local title of the position (if applicable)
- (c) salary and additional allowance to be paid
- (d) duties to be carried out
- (e) length of tenure of the position
- (f) provision of additional DOTT time (if any)

6. Exceptions to the application of Leadership Points

The following jobs will neither accrue nor attract leadership points.

- (a) Principal
- (b) Deputy Principal
- (c) Head of a section of a school (Primary school, Secondary school)
- (d) Chaplain

7. Restructure resulting from loss of students

Should the number of students enrolled in the School decline to the extent that the number of leadership points is reduced, the Principal shall then decide which PARs shall have to incur the loss of leadership points. This will apply irrespective of the tenure of the PAR.

Schedule 4 - Salaries and Allowances Lutheran School Officers

Lutheran School Officers Salary Rates Payable from 5 June 2023

Level	Step	Annual Gross Salary	Fortnightly Gross Salary	Hourly Gross Salary
Level 1	1	\$ 52,712	\$ 2,021.17	\$ 26.95
	2	\$ 54,306	\$ 2,082.29	\$ 27.76
	3	\$ 55,859	\$ 2,141.83	\$ 28.56
	4	\$ 57,430	\$ 2,202.07	\$ 29.36
Level 2	1	\$ 58,084	\$ 2,227.15	\$ 29.70
	2	\$ 59,809	\$ 2,293.29	\$ 30.58
	3	\$ 61,535	\$ 2,359.47	\$ 31.46
	4	\$ 63,263	\$ 2,425.73	\$ 32.34
Level 3	1	\$ 63,841	\$ 2,447.89	\$ 32.64
	2	\$ 65,180	\$ 2,499.23	\$ 33.32
	3	\$ 66,714	\$ 2,558.05	\$ 34.11
	4	\$ 68,248	\$ 2,616.87	\$ 34.89
Level 4	1	\$ 69,591	\$ 2,668.37	\$ 35.58
	2	\$ 71,318	\$ 2,734.59	\$ 36.46
	3	\$ 73,607	\$ 2,822.35	\$ 37.63
	4	\$ 74,961	\$ 2,874.27	\$ 38.32
Level 5	1	\$ 76,495	\$ 2,933.09	\$ 39.11
	2	\$ 78,797	\$ 3,021.36	\$ 40.28
	3	\$ 81,291	\$ 3,116.99	\$ 41.56
	4	\$ 83,784	\$ 3,212.58	\$ 42.83
Level 6	1	\$ 84,552	\$ 3,242.02	\$ 43.23
	2	\$ 88,005	\$ 3,374.42	\$ 44.99
	3	\$ 91,552	\$ 3,510.43	\$ 46.81
	4	\$ 93,758	\$ 3,595.02	\$ 47.93
Level 7	1	\$ 95,101	\$ 3,646.51	\$ 48.62
	2	\$ 99,703	\$ 3,822.97	\$ 50.97
	3	\$ 104,115	\$ 3,992.14	\$ 53.23
	4	\$ 108,719	\$ 4,168.67	\$ 55.58

Lutheran School Officers Salary Rates Payable from 4 December 2023

Level	Step	Annual Gross Salary	Fortnightly Gross Salary	Hourly Gross Salary
Level 1	1	\$ 54,513	\$ 2,090.22	\$ 27.87
	2	\$ 56,160	\$ 2,153.37	\$ 28.71
	3	\$ 57,766	\$ 2,214.95	\$ 29.53
	4	\$ 59,391	\$ 2,277.26	\$ 30.36
Level 2	1	\$ 60,067	\$ 2,303.18	\$ 30.71
	2	\$ 61,851	\$ 2,371.59	\$ 31.62
	3	\$ 63,637	\$ 2,440.07	\$ 32.53
	4	\$ 65,423	\$ 2,508.55	\$ 33.45
Level 3	1	\$ 66,021	\$ 2,531.48	\$ 33.75
	2	\$ 67,406	\$ 2,584.59	\$ 34.46
	3	\$ 68,992	\$ 2,645.40	\$ 35.27
	4	\$ 70,579	\$ 2,706.25	\$ 36.08
Level 4	1	\$ 71,967	\$ 2,759.47	\$ 36.79
	2	\$ 73,752	\$ 2,827.91	\$ 37.71
	3	\$ 76,120	\$ 2,918.71	\$ 38.92
	4	\$ 77,521	\$ 2,972.43	\$ 39.63
Level 5	1	\$ 79,107	\$ 3,033.24	\$ 40.44
	2	\$ 81,488	\$ 3,124.54	\$ 41.66
	3	\$ 84,068	\$ 3,223.47	\$ 42.98
	4	\$ 86,646	\$ 3,322.32	\$ 44.30
Level 6	1	\$ 87,439	\$ 3,352.72	\$ 44.70
	2	\$ 91,010	\$ 3,489.65	\$ 46.53
	3	\$ 94,678	\$ 3,630.29	\$ 48.40
	4	\$ 96,959	\$ 3,717.75	\$ 49.57
Level 7	1	\$ 98,348	\$ 3,771.01	\$ 50.28
	2	\$ 103,107	\$ 3,953.49	\$ 52.71
	3	\$ 107,669	\$ 4,128.41	\$ 55.05
	4	\$ 112,431	\$ 4,311.00	\$ 57.48

Lutheran School Officers Salary Rates Payable from 2 December 2024

Level	Step	Annual Gross Salary	Fortnightly Gross Salary	Hourly Gross Salary
Level 1	1	\$ 56,694	\$ 2,173.85	\$ 28.98
	2	\$ 58,406	\$ 2,239.49	\$ 29.86
	3	\$ 60,077	\$ 2,303.57	\$ 30.71
	4	\$ 61,767	\$ 2,368.37	\$ 31.58
Level 2	1	\$ 62,470	\$ 2,395.32	\$ 31.94
	2	\$ 64,325	\$ 2,466.45	\$ 32.89
	3	\$ 66,182	\$ 2,537.65	\$ 33.84
	4	\$ 68,040	\$ 2,608.90	\$ 34.79
Level 3	1	\$ 68,662	\$ 2,632.75	\$ 35.10
	2	\$ 70,102	\$ 2,687.96	\$ 35.84
	3	\$ 71,752	\$ 2,751.23	\$ 36.68
	4	\$ 73,402	\$ 2,814.49	\$ 37.53
Level 4	1	\$ 74,846	\$ 2,869.86	\$ 38.26
	2	\$ 76,702	\$ 2,941.03	\$ 39.21
	3	\$ 79,165	\$ 3,035.47	\$ 40.47
	4	\$ 80,622	\$ 3,091.33	\$ 41.22
Level 5	1	\$ 82,271	\$ 3,154.56	\$ 42.06
	2	\$ 84,748	\$ 3,249.54	\$ 43.33
	3	\$ 87,431	\$ 3,352.42	\$ 44.70
	4	\$ 90,112	\$ 3,455.21	\$ 46.07
Level 6	1	\$ 90,937	\$ 3,486.85	\$ 46.49
	2	\$ 94,650	\$ 3,629.22	\$ 48.39
	3	\$ 98,465	\$ 3,775.50	\$ 50.34
	4	\$ 100,837	\$ 3,866.45	\$ 51.55
Level 7	1	\$ 102,282	\$ 3,921.86	\$ 52.29
	2	\$ 107,231	\$ 4,111.62	\$ 54.82
	3	\$ 111,976	\$ 4,293.56	\$ 57.25
	4	\$ 116,928	\$ 4,483.44	\$ 59.78

Lutheran School Officers Salary Rates Payable from 1 December 2025

Level	Step	Annual Gross Salary	Fortnightly Gross Salary	Hourly Gross Salary
Level 1	1	\$ 58,395	\$ 2,239.07	\$ 29.85
	2	\$ 60,158	\$ 2,306.67	\$ 30.76
	3	\$ 61,879	\$ 2,372.66	\$ 31.64
	4	\$ 63,620	\$ 2,439.42	\$ 32.53
Level 2	1	\$ 64,344	\$ 2,467.18	\$ 32.90
	2	\$ 66,255	\$ 2,540.45	\$ 33.87
	3	\$ 68,167	\$ 2,613.77	\$ 34.85
	4	\$ 70,081	\$ 2,687.15	\$ 35.83
Level 3	1	\$ 70,722	\$ 2,711.73	\$ 36.16
	2	\$ 72,205	\$ 2,768.60	\$ 36.91
	3	\$ 73,905	\$ 2,833.78	\$ 37.78
	4	\$ 75,604	\$ 2,898.93	\$ 38.65
Level 4	1	\$ 77,091	\$ 2,955.94	\$ 39.41
	2	\$ 79,003	\$ 3,029.26	\$ 40.39
	3	\$ 81,540	\$ 3,126.53	\$ 41.69
	4	\$ 83,041	\$ 3,184.09	\$ 42.45
Level 5	1	\$ 84,739	\$ 3,249.19	\$ 43.32
	2	\$ 87,290	\$ 3,347.01	\$ 44.63
	3	\$ 90,054	\$ 3,452.99	\$ 46.04
	4	\$ 92,815	\$ 3,558.86	\$ 47.45
Level 6	1	\$ 93,665	\$ 3,591.45	\$ 47.89
	2	\$ 97,490	\$ 3,738.11	\$ 49.84
	3	\$ 101,419	\$ 3,888.77	\$ 51.85
	4	\$ 103,862	\$ 3,982.44	\$ 53.10
Level 7	1	\$ 105,350	\$ 4,039.49	\$ 53.86
	2	\$ 110,448	\$ 4,234.97	\$ 56.47
	3	\$ 115,335	\$ 4,422.35	\$ 58.96
	4	\$ 120,436	\$ 4,617.94	\$ 61.57

Lutheran School Officers are entitled are entitled to progress to the next higher incremental step (if any) in the salary scale after the equivalent full-time work for a 12-month period.

1 All full-time salaries detailed in this Schedule 4 are based on 4 weeks paid annual leave per annum. Annual leave in excess of 4 weeks must be taken without pay. However, Lutheran School Officers may spread their salary over 52 weeks in accordance with the formula below.

2 Salaries for all Lutheran School Officers (other than casual Lutheran School Officers) who work for:

(a) less than 52 weeks per year (less 4 weeks annual leave);

OR

(b) work for less than 37.5 hours per week regardless of the weeks per year;

OR

(c) work for 37.5 hours per week but for less than 52 weeks per year (less 4 weeks annual leave) should be calculated as follows:

over the 52 weeks of the school year, at a weekly rate calculated as follows:

$$\frac{\text{FTE annual salary}}{1} \times \frac{\text{Hours actually Worked per week}}{37.5} \times \frac{\text{Weeks actually worked}}{48} \times \frac{6}{313}$$

OR

during the actual periods of work during the school year at a weekly rate:

$$\frac{\text{FTE annual salary}}{1} \times \frac{\text{Hours actually Worked per week}}{37.5} \times \frac{\text{Weeks actually worked}}{48} \times \frac{1}{\text{Weeks actually worked}}$$

Notes:

- (A) Casual employees are paid a 25% loading i.e. the above formulas are to be multiplied by 1.25 to determine the casual rates of pay.
- (B) If an employee is engaged for shift work, the annual leave is 5 weeks; consequently, calculations in this Clause 3 are to be modified accordingly.

Schedule 5 - Teacher Professional Development

'Continual Professional Development is the continuing process of growth in competence and maturity through which teachers add range, depth and quality to the performance of their professional tasks.'

From Costello, R.: Government Policy for the Professional Development of Teachers, p. 31 in Teachers Professional Development (Phillip Hughes editor), ACER, 1991)

1. Teachers' responsibilities

Teachers have a responsibility to remain engaged with their profession and to maintain and improve their proficiency by participating in a variety of work-related developmental activities. These activities may include:

- (a) professional reading
- (b) formal courses of study
- (c) active membership of a professional education organisation (e.g. subject association)
- (d) relevant workshops, seminars and lectures
- (e) paraprofessional work (e.g. moderation and marking for SCSA)
- (f) contribution to relevant publications
- (g) mentoring colleagues, student teachers and beginning teachers
- (h) educational research
- (i) committee work
- (j) observation visits
- (k) participation in subject-related community activities (e.g. environmental groups, choirs, etc.)
- (l) and other relevant activities

2. School responsibilities

The School has a responsibility to encourage and facilitate the professional development of their teachers. The School must involve teachers in the planning and delivery of professional development and to support teachers in meeting their obligations. The School can do this in a number of ways including:

- (a) maintaining a professional library and subscribing to professional publications
- (b) advertising opportunities for professional development
- (c) subsidising the costs of formal courses of study
- (d) granting release time for workshops, seminars and observation
- (e) running or hosting professional development activities
- (f) providing opportunities for higher duties and extended responsibilities
- (g) and in other ways

3. Planning, Monitoring and Compliance

Teacher participation in Professional Development should be planned and purposeful, incorporating both long and short-term goals. Professional Development should reflect in part the ongoing professional conversation between teachers and their mentors, colleagues and supervisors. Notwithstanding this, however, a degree of flexibility needs to be acknowledged as unforeseen opportunities and needs arise.

In negotiating and formulating a Professional Development Plan, teachers and supervisors should take into account the following:

- (a) goals and objectives in the context of the School
- (b) identified activities related to the professional development goals with evidence of application to the classroom or learning community;
- (c) changing your student instruction and professional development plan after analysing students' daily work and progress
- (d) a timeline for achieving the professional development goals with evidence of annual review of objectives and activities;
- (e) evidence of collaboration with others; and
- (f) reflection of the past year's performance.

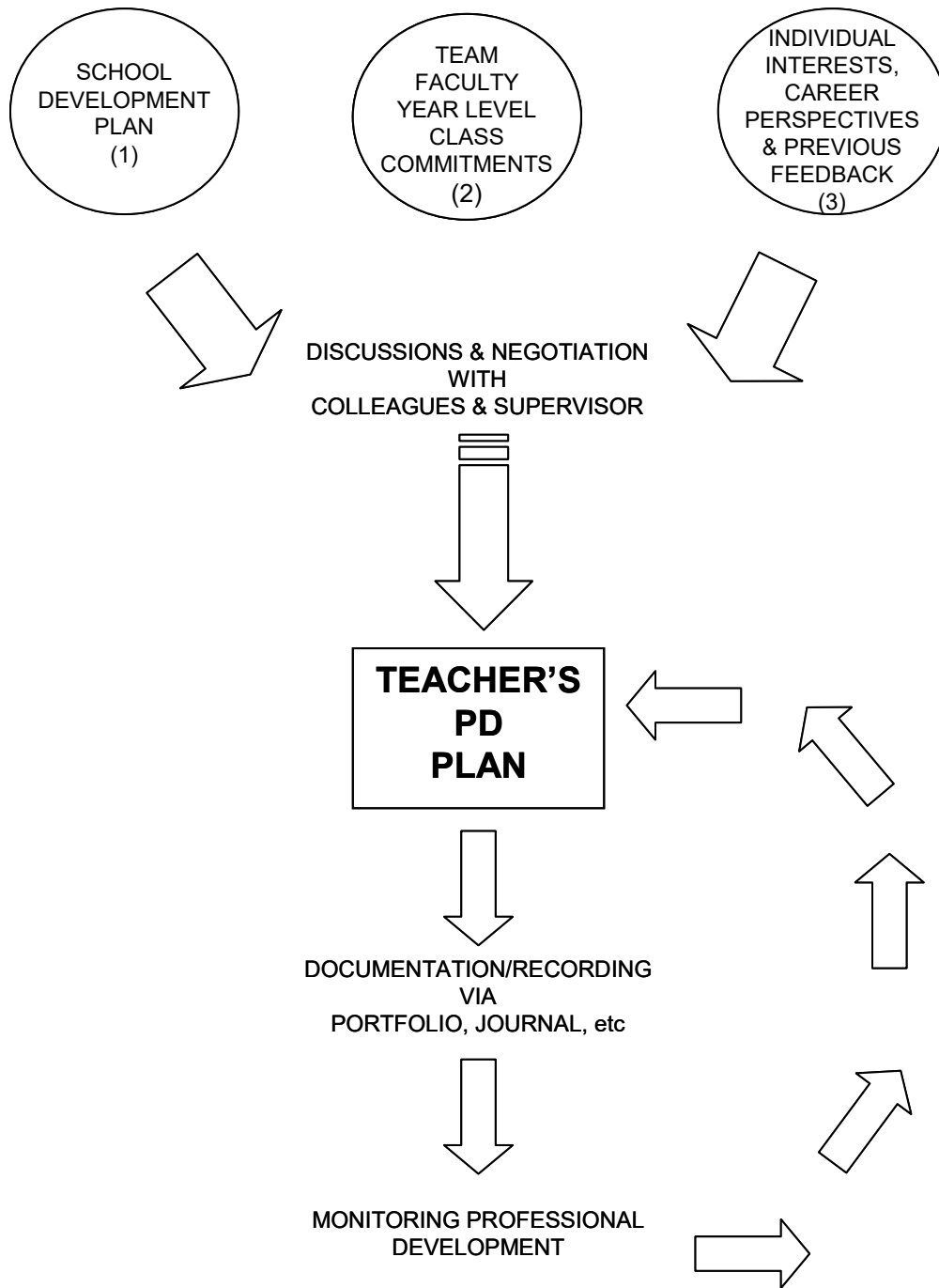
4. Professional Development Opportunities

Teachers are encouraged to include the following in the selection of PD opportunities:

- (a) Meeting with an accomplished person in education or other fields who shares extensive knowledge with the teacher over an extended period of time and recording the highlights of the discussions.
- (b) Watching other accomplished people in education or other fields as they work, making notes of instructional practices or subject knowledge for future use in the teacher's classroom.
- (c) Meeting with education leaders or accomplished people in education or other fields for feedback as the teacher begin to apply knowledge and skills to student learning.
- (d) Completing a university course, technical college course, summer seminar, or distance-learning course related to the teacher's goal.
- (e) Trying a new instructional approach and documenting the results with the view of sharing the findings with the teacher's colleagues.
- (f) Attending scheduled sessions (with AISWA or other relevant professional bodies) that may advance the teacher's professional growth.
- (g) Attending or presenting at a national conference or participating in national web-talk that may advance the teacher's professional growth.
- (h) Participating in study groups that provide additional information or collegial support to the teacher.
- (i) Participating in professional readings, viewing of media, and website searches to locate and record new content knowledge, resources, and instructional strategies that can be immediately used by the teacher in the classroom.

Teacher Commitment to PD

The PDP constitutes a teacher's commitment to undertake the stated professional development and to strive to achieve the objectives in the PDP. Diagrammatically this can be represented as below.



Schedule 6 - Classification Structure for Lutheran School Officers

1 Preamble

This Classification Guide is to assist Schools and Lutheran School Officers in describing, understanding and classifying the diverse range of roles carried out by Lutheran Schools Officers.

The starting point for classification decisions is an up to date job description. This will generally be the job description most recently signed off as agreed between the school and Lutheran School Officer. Changes in role since the job description was last agreed may need to be taken into account in determining a new job description. Refer to Clause 78 - *Reclassification and Job Review – Lutheran School Officers* of the Agreement.

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

- (a) Evaluation Factors
- (b) Indicative Duties

2 Job Description Can Cover More Than One Career Stream

A Lutheran School Officer who has a job description consistently traversing more than one career stream will be classified within that career stream that describes the major and substantial part of the Lutheran School Officer's allocated duties.

- (a) 'Resources' is a career stream of the Lutheran School Officers Classification structure. Employees who fit within this stream may include but are not limited to the following; librarians, information technology staff, book-room staff, laboratory staff, theatre technical staff etc.
- (b) 'Administration and Finance' is a career stream of the Lutheran School Officers Classification structure. Employees who fit within this stream may include but are not limited to the following; administrative assistants, assistant accountants, secretarial staff, clerical staff, finance officers, public relations and marketing staff and facilities managers.
- (c) 'Curriculum' is a career stream of the Lutheran School Officers Classification structure. Employees who fit within this stream may include but are not limited to the following; special education assistants, adaptive education assistants, indigenous education assistants, music instructor (non-teachers), and classroom assistant.
- (d) 'Extension' is a career stream of the Lutheran School Officers Classification structure. Employees who fit within this stream may include but are not limited to the following; social workers, counsellors (non-teachers), speech pathologists, psychologists, and other professionals.
- (e) 'Services' is a career stream of the Lutheran School Officers Classification structure. Employees who fit within this stream may include but are not limited to the following; ground staff, maintenance staff, canteen staff, cleaners, caretakers, handy-persons, bus drivers, sales assistants, pool attendants, kitchen hands, laundry workers and cooks.
- (f) 'Play Leaders' is a career stream of the Lutheran School Officer Classification structure. Employees who fit within this stream may include those employees that are working within a school and covers all the functions associated with childcare. This career stream includes workers and supervisors;

3 Performance of Duties In Other Career Streams

Nothing contained in this Schedule 6 may be read or construed as limiting or affecting the right of the School reasonably to require a Lutheran School Officer of any classification at any time, or temporarily, to perform duties appropriate to other career streams whether or not the duties are those normally attached to a higher or lower grade and career stream or any other duties associated with the conduct or operation of the School provided that the employee is appropriately trained and suffers no reduction in salary as a result.

4 Format for Job Descriptions

Job descriptions **shall** be prepared using the pro forma provided at Attachment 1 to this Schedule 6 either:

- (a) For new jobs, at the time of job design, or
- (b) For exiting jobs at the time of the next biennial review

5 Definition of Terms

A Glossary of Terms has been included to help the user and to ensure a shared understanding of the Classification Structure and preparation of Job Descriptions.

6 Evaluation Factors

Classification is based on the use of a number of evaluation factors. The evaluation factors are used to establish the comparable work value of each job. Each factor has been described in seven levels permitting the division of work into seven grades of Lutheran School Officers, as detailed in the Classification Matrix (pages 4 and 5). The evaluation factors are:

(a) Supervision or Direction

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

(b) Use of Knowledge

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

(c) Use of Skills and Problem Solving

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

(d) Control, Authority and Decision-Making

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

(e) Judgment

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

(f) Responsibility and Accountability

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

(g) Responsibility for Others

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

7. **Lutheran School Officer Classification Matrix**

Evaluation Factors							
	Supervision and Direction	Use of Knowledge	Use of Skills and Problem Solving	Control, Authority and Decision-Making	Judgment	Responsibility and Accountability	Responsibility for Others
LSO – Grade	<p>Close Supervision Receives close supervision Work performed is checked frequently Detailed instruction or routine tasks</p>	Demonstrate knowledge by recall in a narrow range of areas Have a clear understanding of established routines and procedures Routines are established and procedures are predictable	Demonstrate basic practical skills for routine tasks	Perform a sequence of routine tasks The choice of actions is clear	Apply limited judgment within the context of routine tasks	Responsible for work within the context of established routines, procedures and guidelines	No supervision of students or other LSOs
LSO Grade	<p>Direct Supervision Receives direct supervision Some instruction on what is required and how it is to be performed Work is subject to regular progress checks</p>	Demonstrate a basic operational knowledge in a moderate range of areas Requires basic technical knowledge	Apply a defined range of skills to a limited range of predictable problems consistent with their training	Perform a range of tasks where choice is between a limited range of options	Make limited judgment from a small and known number of alternatives	Take limited responsibility for determining methods and procedures required to achieve specified outcomes	Bus drivers at this grade may have limited supervision of students. Other LSOs at this grade will not supervise students or other LSOs but may take a leading role when working with LSO 1A
LSO Grade 3	<p>General Supervision Receives general supervision Receives instruction on unusual, non-routine, difficult features or new practices Progress checks confined to the unusual or difficult aspects Assignments reviewed on completion</p>	Demonstrate some relevant theoretical knowledge Has the technical knowledge or experience to perform a wide variety of duties usually without technical instruction Seeks information and advice as necessary Equivalent to trade qualifications	Apply a range of well developed skills to a variety of predictable problems and occasional unpredictable problems consistent with their knowledge	Some discretion is required within specified guidelines	Interpret available information, using discretion and judgment	Take responsibility for determining methods and procedures required to achieve specified outcomes	Take limited responsibility for the outcome of others May be required to work with individual students or groups of students and to supervise students May support teachers by working closely with individual and small groups of students on pre-prepared and structured programs May be expected to take a leading role when working with LSOs at L1A, L1
LSO Grade 4	<p>Routine Direction Receives little direct supervision and generally is responsible to a higher grade LSO or teacher Receives direction covering the broader technical aspects of the work Subject to occasional checks to ensure satisfactory progress</p>	Demonstrate a broad knowledge base incorporating a range of theoretical concepts Technically competent and well experienced Undertakes enquiries to clarify technical requirements Contribute to development of operational policy	Apply solutions to a range of problems Analyse and plan approaches to technical problems or management requirements	Identify and apply skill and knowledge in some depth to most matters May be required to operate within a budget	Locate, analyse and evaluate information from a variety of sources	Take responsibility for own outcomes in relation to specified quality standards May be expected to take significant initiative and responsibility	May take responsibility for the quantity and quality of the work of others May be required to supervise: volunteers students with formally identified special needs students undertaking practical science activities May be expected to supervise LSOs at L1A, L1, L2

Evaluation Factors

	Supervision and Direction	Use of Knowledge	Use of Skill and Problem Solving	Control, Authority and Decision-Making	Judgment	Responsibility and Accountability	Responsibility for Others
LSO Grade 5	<p>Moderate¹ Direction Usually responsible to a senior member of staff Usually works within clear stated objectives Work is measured in terms of the achievement of stated objectives</p>	<p>Required to apply a broad knowledge base incorporating theoretical concepts, with substantial depth in some areas Fully competent in a technical sense and require little or no guidance during the performance of work Undertake research to obtain guidance as required in the achievement of stated objectives</p>	<p>Analyse, diagnose, design and implement solutions across a broad range of technical or management functions</p>	<p>Require a high degree of initiative, discretion and capacity to program their work May be required to prepare a budget</p>	<p>Evaluate information and use for forecasting, planning or research purposes</p>	<p>Responsible for own outcomes within broad parameters</p>	<p>Take limited responsibility for the achievement of group outcomes May be expected to supervise LSOs at L1A, L1, L2, L3</p>
LSO Grade 6	<p>Minimal² Direction Usually responsible to a senior manager or executive and receive minimal direction: Requires no guidance during the performance of work</p>	<p>Apply specialised knowledge with depth in several areas Expected to have a 3-year diploma, degree or equivalent competencies Undertake extensive research and investigations which may be extensive Inform the development of significant policies and strategies for the successful operation of the school</p>	<p>Initiate, analyse, design, plan, execute and evaluate major, broad or highly specialised technical or management functions in varied or specialised contexts</p>	<p>Exercise substantial autonomy in decision-making for large or complex functions using a wide-range of, highly specialised technical, creative or conceptual skills (eg budget preparation)</p>	<p>Generate and evaluate ideas through the analysis of information and concepts at an abstract level</p>	<p>Accountable for own outcomes within broad parameters</p>	<p>Accountability for group outcomes within broad parameters May be expected to manage LSOs at L1A, L1, L2, L3, L4</p>
LSO Grade 7	<p>Broad³ Direction Normally responsible to a senior manager or executive and receive broad direction: Manages within broad policy objectives Influences the development of operational strategies and resource allocation and initiates developments in policy and practices Determines priorities and practices which are based upon the broad policy objective</p>	<p>Demonstrate self directed development and achievement of broad or specialised areas of knowledge and skills Undertake research and investigation that lead to inform the development of policy and strategy of significance to the strategic direction and governance of school 4-year degree or 3-year plus postgraduate qualification or equivalent competencies</p>	<p>As an experienced professional, applies knowledge and skills to perform complex tasks</p>	<p>Generate and evaluate complex ideas through the analysis of information and concepts at an abstract level. Exercise significant and independent professional judgement based on extensive experience and an advanced level of expertise</p>		<p>Accountable for a broad range of personal and possibly team outcomes Responsible for the overall planning of work for a function of significant scale or complexity, responsible for the development of policy and practice directions for use by other Lutheran School Officers</p>	<p>Demonstrate responsibility and broad-ranging accountability for the structure, management and outcomes of work of others or functions May be expected to manage LSOs at L1A, L1, L2, L3, L4, L5</p>

Grade 3 is equivalent to trade qualifications or equivalent competencies

Grade 6 is expected to have a 3-year diploma, degree or equivalent competencies

Grade 7 is expected to have a 4-year degree or a 3-year degree plus postgraduate qualification or equivalent competencies

¹ Lots of direction moderate

² A little bit minimal

³ Hardly any broad

Notes:

- (a) Each element in the table should be read within the context of the role being classified.
- (h) As a general rule, the classification of the role will be determined by the level of the majority of evaluation factors.
- (i) A job classified at a particular level may include tasks commensurate with a lower classification level.
- (j) Equivalent competencies are to be demonstrated by an agreed process between Lutheran School Officer and School.
- (k) Classifications that are **not** permitted at various grades are:

Trainee	▪ Extension
Grade 1	▪ Resources ▪ Curriculum ▪ Extension
Grade 2	▪ Extension
Grade 3	▪ Extension

8. Indicative Duties

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

Grade 1

Administration – 1

- Assist with stocktaking:
 - Prepare stocktaking documentation
 - Locate items
 - Count items (note use-by dates and deterioration)
 - Reconcile stock records
 - Identify items required to restock
 - Note repairs required
 - Arrange disposal of excess or outdated items and waste.
- Assist with management of material and equipment:
 - Unpack material and equipment
 - Inspect quality and count quantity
 - Check items against Packaging Note or Invoice
 - Check items against Purchase Order
 - Label and store items
 - Update stock records
 - Contact supplier for any rejected items and arrange return and resupply
 - Monitor and maintain stock levels of stationery or materials within established parameters, including reordering.
- Operate a computer with 'office suite' applications at an introductory level:
 - Send and retrieve information using web browsers and email
 - Locate and use relevant on-line information
 - Apply techniques to produce digital images
 - Maintain computer consumables
 - Use an 'office suite' and other computer-based applications at an introductory level, including use of computer hardware, software and digital images.
- Perform a range of general clerical duties at an introductory level:
 - Filing as directed, opening and distributing mail
 - Operate routine office equipment at a basic level, such as a computer, photocopier, scanner, facsimile, binding machine, guillotine, franking machine, calculator, laminator etc.
 - Carry out minor cash transactions - such as receipting
 - Answer telephone and take messages for others.

Services – 1

- Assist in a school retail facility, such as a canteen, uniform shop or book shop.
- Take general care of school vehicles, clean, check coolant, fuel, oil, tyres etc.
- Drive bus but no supervision of students.

- Perform gardening duties such as the planting and trimming of trees, sowing, planting and cutting of grass and the watering of plants, gardens, trees, lawns and displays.
- Remove cuttings, rake leaves, clean and empty litter bins, clean gutters, drains and culverts.
- Perform routine maintenance of turf, synthetic, artificial and other play surfaces.
- Perform general laundry duties.
- Perform labouring tasks requiring limited skills, including moving furniture, equipment and materials and assist trade personnel with manual duties.
- Perform minor repairs to linen or clothing such as buttons and seams.
- Clean, dust and polish in classrooms or other public areas of the school including removal of graffiti.
- Prepare and serve morning or afternoon tea.

Play Leader – 1

- mark and check daily attendance rolls, issue receipts as required;
- notate and monitor signing in and out registers;
- write accident reports where necessary;
- maintain hours records as required;
- assist with the calculation, recording and collection of fee payments as required;
- assist with banking and administer petty cash as required;
- assist with maintaining effective children's records;
- be aware of culture, gender and special needs requirements of children in programming;
- be aware of and assist with the implementation and effective use of materials, equipment and the environment;
- assist in ensuring safety requirements are met;
- be aware of resource constraints within the service;
- encourage positive behaviour interacting positively;
- apply appropriate rules and limits;
- in conjunction with Supervisor provide effective communication with parents and the community generally;

Grade 2

Administration - 2

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

Library - 1

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

Services - 2

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

Play Leader - 2

- contribute to newsletters and notices as required;
- apply some knowledge of legal issues and referral resources
- contribute in a team setting to the development of effective programs which enhance the developmental stages, needs, interests and abilities of children in an out of School care setting
- assist in implementing appropriate ratios in the planning and delivery of programs
- ensure routines are appropriate and accord with centre policy
- provide both positive and negative feedback to parents

Grade 3

Administration - 3

- Carry out a wide range of secretarial and clerical duties at an intermediate level including word processing, maintain email and computerised records, shorthand, filing to office policy, maintain records and record systems, the arrangement of group meetings, morning teas, meetings of parents and external parties, parent teacher nights.
- Use an 'office suite' and other application at an intermediate level including student reporting systems for external agencies.
- Provide administrative support to school managers including diary systems, itineraries and appointments, routine correspondence, travel and accommodation bookings.
- Provide meeting support including prepare agendas from material provided, assemble documentation and distribute minutes.
- Mass production of printed material and documents including copy, collating, stapling, binding, folding and cutting.
- Operate office equipment at an intermediate level including telephone system, photocopier, printer, facsimile, binding, franking machine, and scanner.
- Assist with the enrolment function including handling initial enquiries and interviews; prepare Government and Statutory Authority Returns.
- School reception duties and referring inquiries to staff (both public and student reception).
- Perform purchasing function including:
 - Determine quality and quantities required
 - Get quotes and negotiate with suppliers
 - Analyse quotes and catalogues
 - Raise order and arrange authorisation.

Curriculum - 3

- Assist with the collection, preparation and distribution of classroom materials.
- Assist with clerical duties associated with normal class activities (e.g. maintain or record student test results, consent forms excursion monies, maintain equipment records etc.).
- Assist teachers with the care of students on school excursions, sports days and other classroom activities (eg setting up equipment).
- Assist with student learning activities using prepared and structured programs either individually or in groups.
- Assist teachers with implementation of learning programs such as LAP, ESL Support, Literacy and Numeracy Support, Gifted and Talented Programs.

Finance - 3

- Accurately enter and retrieve basic financial data from record systems.
- Basic book keeping (e.g. manage petty cash, cash receipting, collection and counting, account balancing, and banking).
- Process source documents including invoices through to payment.
- Administer school banking.
- Reconcile bank and ledger accounts.
- Prepare routine financial and management reports for review and authorisation by others.
- Maintain salary, wage and leave records.
- Prepare and process payroll transactions for authorisation by others within set routines.
- Provide straight-forward information to staff on basic details relating to their employment.
- Register position applications and arrange interview times.
- Prepare recruitment documentation (e.g. selection reports, advertising proforma) following standard procedures.

- Prepare and dispatch statements to debtors and payments to creditors, routine follow up on unpaid accounts including standard letters and reminder calls.
- Inform budget managers of the status of spending against budget.
- Provide supporting information to assist budget managers in the analysis of their budget position.
- Sort, prepare record and file documents in the appropriate system (e.g. invoices, cheques, correspondence).
- Assist staff to prepare Government and Statutory Authority Returns for authorisation by others.

ICT - 3

- Assist with creation and maintenance of system operation manuals, back-up systems, software licence register and history register.
- Assist with hardware and network maintenance.
- Maintain ICT asset register for equipment, software and documentation.
- Ensure client hardware (desktop, laptops, notebooks, PDAs, mobile phone) and software is operational:
 - Install and optimise operating system software
 - Provide advice to network users
 - Install software applications
 - Create user documentation
 - Connect a work-station to the internet
 - Connect hardware peripherals
 - Run standard diagnostic tests
 - Administer network peripherals
 - Connect internal hardware components
 - Customise packaged software applications for network users
 - Use advanced features of computer applications (e.g. develop macros and templates for clients using standard products).
- Use development software and ICT tools to build a basic website.
- Transfer content to a website using commercial packages.
- Provide first-level remote help desk support.

Laboratory - 3

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

Library - 3

- Maintain circulation desk.
- Advise students and staff in basic use of library systems and equipment (eg OPACs, photocopier, AV equipment).
- Basic use of SCIS for cataloguing.
- Prepare and set up displays.
- Basic reference advice to staff/students.

- Under supervision, delete old material.
- Assist with labeling, storage, stocktaking, ordering of equipment and materials.
- Under direction, assist teaching staff to take story groups.
- Organise inter-library loans.
- Assist with supervision of students in the library where some discretion and judgment are involved.
- Assist in evaluating and selecting equipment and supplies.
- Produce resource materials (e.g. multi-media kits, video and film clips).
- Demonstrate audio-visual, computer and other technical skills to students and teachers.
- Provide technical assistance and advice, as requested.
- Prepare teaching aids.

Services - 3

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

Play Leader – 3

- responsible for the effective supervision of a small out of school hours service centre
- supervise up to three Lutheran School Play Leaders
- order and purchase of materials and equipment
- respond to correspondence as required
- assist in the maintenance of appropriate personnel files;
- in conjunction with the employer, to develop and implement policy and procedures on health and safety, hygiene, administering of medication and maintenance of records;
- in conjunction with the employer or coordinator encourage parent involvement and ensure parents are aware of the philosophy and policies of the service;
- assist the management body to prepare advertising and publicity material;
- prepare and maintain staff rosters;
- pay accounts and administer payroll as required;
- provide ongoing support and supervision of staff and identify staff training needs;
- induct new staff and provide on the job training;
- supervise and support volunteers and work experience students in the centre;
- assist the management committee in staff selection as required;
- assist in the development of an effective staff team;
- evaluate program and routines and modify accordingly;
- apply knowledge of child development and designing programs;
- plan appropriate programs for before, after school and vacation care;
- develop and implement program goals in accordance with service philosophy;
- develop and implement appropriate routines;
- evaluate program and routines and modify accord

Grade 4

Administration - 4

- Review and finalise reports for external agencies – this will require knowledge of the requirements and procedures of those agencies (e.g. NAPLAN, Census Reports).
- Provide a high-level administrative support to school management that may include:
 - Minute taking.
 - Organising appointments and diaries.
 - Managing phone calls.
 - Establishing and maintaining filing system.
 - ‘Draft’ answering non-standard executive correspondence.
 - Answering standard correspondence.
- Preparing papers, briefing notes, or other written material, from verbal or rough handwritten instructions.
- Student enrolment.
- Family liaison.
- International students.

Counselling - 4

- Provide a basic level of pastoral care support and referral for students.
- Implement basic programs aimed at encouraging relationships between students.
- Assist in running basic discipleship courses for students.
- Attend and assists teachers with camps, excursions, sporting events and other extra-curricular events.
- Provide information to students who wish to take up faith-based challenges external to the school (e.g. Giraffe, Turning Point, Habitat for Humanity projects, CLW, YPout).
- Assist in the engagement of guest speakers or artists for chapel times, voluntary worship services, and other events.
- Build cooperative relationships with youth workers serving in local ‘parish’ settings.
- Work effectively with young people in the youth work context by helping them to:
 - Build respectful and trusting working relationships with young people.
 - Identify their needs, rights, strengths, hopes and opportunities.
 - Define identified goals.
 - Develop and implement actions plans.
- Engage respectfully with young people by
 - Communicating effectively with a *diversity of young people*.
 - Reflecting understanding of youth cultures, sub cultures and development.
 - *Working with the young employee* as the focus.
- Support young people to create opportunities in their lives by
 - Building respectful and trusting working relationships with young people.
 - Working with young people to identify their needs, rights, strengths, hopes and opportunities.
 - Defining identified goals.
 - Developing and implementing actions plans.

Curriculum - 4

- Carry out a wide variety of tasks associated with classroom learning experiences (eg assisting teachers in preparing, implementing and supervising learning programs) at a higher level of skill than Grade 2.
- Lutheran School Officers at this level may apply personal knowledge and initiative to suggest modifications to educational programs to meet the learning needs of specific students, subject to the approval of the applicable teacher.
- Supervision of students with formally identified special needs.

- Assist student learning, where some discretion and judgment is involved, including evaluation and assessment, under the supervision of a teacher, of the learning needs of students.
- Demonstrate and instruct students and employees with respect to the use of audio visual or computer equipment, using a variety of routines, methods and procedures, with a depth of knowledge in the requisite areas.
- Design and demonstrate practical activities within a variety of routines, methods and experiences under supervision of teachers where discretion and judgment are required.

Finance - 4

- Use an 'office suite' computer-based application at an advanced level (with the exception of spread sheets and the design of data bases which at this level will be no more than intermediate level).
- Data entry and use software applications at a higher level of skill than Grade 2 (eg the modification of standard financial reports).
- Book Keeping - including:
 - Prepare routine journal entries for posting to the ledger.
 - Routine close off of monthly accounts.
 - Produce standard financial statements using an established accounting system.
 - Review financial statements to identify and rectify any anomalies.
- Prepare non-standard and more complex financial and management reports for school management review, which may include the analysis, interpretation and explanation of variances.
- Calculate and maintain wage and salary records for the school payroll.
- Calculate staff entitlements, (eg recreation and other leave), interpreting Award, Enterprise Agreement and employment contracts.
- Prepare specialised salary and payroll calculations, which may include: eligible termination payments, superannuation trust deed requirements, redundancy calculations or workers' compensation claims for approval.
- Provide standard information and advice to staff on Awards, salaries and conditions of employment.
- Manage salary packaging and fringe benefit tax requirements with advice from the LESNW salary packaging bureau.
- Process resignations, retirements and redundancies in accordance with relevant Awards, provisions and entitlements.
- Provide advice relating to routine teacher salary determinations.
- Analyse debtors records, initiate and follow through on outstanding balances; negotiate payment terms where agreement is reached reasonably readily.
- Prepare Government, statistical and statutory authority returns for authorisation by approved authorities.

ICT - 4

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

Laboratory - 4

- Prepare equipment and materials for teachers and students to undertake practical activities which include some complexity.
- Use standard procedures prepare complex or hazardous solutions, mixtures and compounds.

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

Library - 4

- Be responsible for daily operation of an established resource centre or a specific section of the resource centre using substantial applied theoretical knowledge.
- Organise the initial processing of new resources.
- In-depth use of SCIS for cataloguing.
- Oversee circulation of hire books (class sets).
- Assist with AV and ICT resources including recording, editing, and basic troubleshooting.
- Collate borrowing and overdue lists, sending out overdue and other basic reports.
- Assist with supervision and training of others (volunteers, student helpers).
- Advise on the use and selection of search engines, automated information systems or databases.
- General maintenance of basic equipment and arrange for repairs as necessary.
- Maintain existing labeling, storage and stock management systems.
- Under direction, assist with Budget preparation and research.
- Under direction, assist with the evaluation and selection of new equipment.
- Under direction, prepare purchase orders for equipment and materials.

Services - 4

- Be responsible for planning, development, monitoring, scheduling and supervising a range of property services functions of a small school or a discrete section of a larger school maintenance program.
- Have input into Budget preparation.

Play Leader – 4

- responsible on a day-to-day basis for the smooth and efficient operation of a larger out of school hours service centre
- supervise more than three play leaders
- maintain personnel files;
- develop and implement policy and procedures on health and safety, hygiene, administering of medication and maintenance of records;
- show initiative to encourage parent involvement and ensure parents are aware of the philosophy and policies of the service
- prepare advertising and publicity material
- manage staff selection as required;
- develop an effective staff team;

Grade 5

Administration - 5

- Design promotional, advertising and marketing materials at an advanced level.
- Provide advice to others requiring knowledge of policies or the interpretation of rules or regulations.
- Contribute to school management with the development of policies and procedures.
- Supervise the operations of the school's processes and activities in relation to overseas students including learning support, supervision, family liaison and basic pastoral support.
- Prepare correspondence which is complex, original and which initiates or responds to new cases or situations.

Counselling - 5

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

Curriculum - 5

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

Finance - 5

- Use applications at a higher level of skill than Grade 3 including (e.g. the creation of non-standard reports using report writing tools).
- Prepare yearend financial statements for audit, including preparation and posting of year end journals and preparation of notes to financial statements involving a significant degree of complexity.
- Prepare for senior management financial reports involving some complexity and drawing on thorough understanding of business operations.
- With limited guidance, analyse complex financial scenarios or forecasts, prepare modeling and reports suitable for use by senior management in planning and strategic decision-making.
- Check work of accounts staff to ensure accuracy and timely completion of tasks. Apply acquired knowledge and school policies to ensure appropriate internal controls are established and maintained in accounting processes and systems.

- Apply a detailed knowledge of relevant industrial Awards and Agreements, accounting standards and policies to provide general advice to other staff in these areas.
- Be responsible for the calculation and approval of specialised salary and payroll requirements, which may include eligible termination payments, superannuation trust deed requirements, redundancy calculations or workers' compensation claims.
- Apply significant judgment and be responsible for negotiating and enforcing debt collecting and arrange the use of debt collecting agencies.
- With guidance from senior management, administer legal processes related to debt collections through a debt collection agency.
- Manage the school's Budget process.
- Under direction, prepare grant applications and funding proposals.
- Liaise with LESNW regarding financial, funding and policy issues.

ICT - 5

- Assist with data and systems analysis and design in relation to the development and maintenance of ICT systems.
- Assist with application programming (eg modification of proprietary systems; and investigation of malfunctions in operational programs.
- Provide advice to others requiring knowledge of policies and/or the interpretation of rules or regulations within their area of operation.
- Monitor and maintain ICT systems and related computer, network and server applications.
- Contribute to the planning and acquisition of ICT systems.
- Provide detailed ICT support to users.
- Monitor the performance of, and carry out or arrange for repairs to specialised equipment.

Laboratory - 5

Carry out an extensive range of laboratory duties, including:

- Preparing equipment and materials for teachers and students to undertake complex practical activities
- Making calculations to prepare solutions, mixtures and compounds
- Demonstrating techniques to students
- Trialing new practicals and refine methods and suggest alternatives
- Being responsible for the diet and housing of flora and fauna and lodging required government reports
- Maintaining complex scientific equipment, monitoring its performance, standardising and calibrating as necessary
- Establishing and designing systems for stock control in conjunction with science coordinator
- Playing a major role in preparation and research by determining quality and quantities required for replacement of consumables and suggesting possible new equipment
- Determining equipment requirements in consultation with science coordinator
- Acting on and following up long-term solutions for hazards
- Preparing risk assessments and safe operating procedures for complex tasks performed
- Generating simple Risk and Safety labels for decanted chemicals.

Library - 5

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

- Advanced use of library systems
- Liaising extensively with other senior library staff and teachers in relation to programs, resources and facilities
- Advanced use of SCIS for retrieval of resources

- Managing the automated library system
- Original cataloguing and classification
- Collection selection and development
- Organising the stock-take
- Undertaking specific projects
- Taking responsibility for AV and/or ICT resources, including editing
- Providing copyright advice
- Assisting with Budget preparation and research
- Supervising volunteers (parents, students)
- Assisting with the evaluation and selection equipment and make recommendations for purchase
- Preparing purchase orders for equipment and materials.

Services - 5

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

Play Leader - 5

- responsible for more than one out of school hours centre
- responsible for the administration of out of school care or vacation care program(s);
- select, train and appraise staff as required;
- develop, implement and promote the aims and policies of the service; in consultation with the school,
- maintain personnel records
- responsible for the application of relevant industrial awards and legislation;
- keep accounts and handle clerical matters as required;
- ensure the service meets all accountability requirements;
- liaise with associated organisations, agencies and government departments as required;
- to assist in the preparation of funding submissions in conjunction with the management body;
- assist in the preparation and monitoring of the budget in conjunction with the management body.

Grade 6

Administration - 6

- Provide leadership and direction to operational and strategic planning.

Counselling - 6

- Manage complex behavioural situations
 - Identify situations requiring intervention.
 - Assess the situation within its context.
 - Develop strategies.
 - Support the implementation of strategies by workers.
- Manage complex behavioural situations
 - Identify situations requiring intervention.
 - Assess the situation within its context.
 - Develop strategies.
 - Support the implementation of strategies by workers.
- Coordinate in-service assessment and response to address student needs
 - Identify program requirements for individual students.
 - Coordinate program delivery to ensure student needs are addressed.
 - Coordinate the evaluation of student service delivery.
- Observe student and interpret observations
 - Monitor students' developmental progress.
 - Gather information about the student's views and perspectives.
 - Demonstrate quality observation practices to other students.
 - Use information from observations to guide others.
- Respond to problems and complaints about the service
 - Respond to a family member's concerns about their child.
 - Acknowledge and address grievances and complaints.
 - Effect resolution of complaints.
 - Develop and improve service.
- Facilitate the inclusion of students with additional needs
 - Facilitate the development of a plan of inclusion.
 - Coordinate the implementation of the plan.
 - Provide support to other school employees.
 - Develop the confidence of child care workers in caring for children with additional needs.
- Take responsibility for the delivery of counselling programs.
- Manage and review counselling and health related policies and procedures together with Deputy Principal, school pastor Develop and implement pastoral care programs.
- Develop a vision for school-wide counselling and take responsibility for the delivery of a standard of excellence in all counselling programs.
- Liaise with outside counselling and service agencies and promote the school and community counselling services to the wider school community.
- Provide individual counselling and small group counselling for students with special needs including grief and loss, anger management and other needs.
- Act as a resource for teaching staff and parents to provide information about physical, social and emotional matters affecting students and legal requirements affecting students, the school and their families.
- Design and implement programs which support teaching staff and families in effective management of adolescent issues.
- Liaise with Year Level Coordinators, Deputy Principal, pastoral care, and school pastor in the development and implementation of effective pastoral care programs at the school.
- Promote the school and community counselling services to the wider school community.
- Assist the Principal and staff in other referred matters.

- Be available to counsel students to resolve individual, peer group, social and emotional concerns.
- Provide one-to-one counselling on a wide range of student concerns.
- Counsel students referred by the Principal and staff.
- Organise small group counselling for students with special needs such as grief and loss, anger management and other needs.
- Have involvement with orientation programs at the start of each school year, particularly with the key transition years.
- Be available to support individual staff members with advice that will improve social and emotional development of students.
- Keep staff informed of relevant laws and procedures related to the welfare of students.
- Act as a resource employee for up-to-date information about physical, social and emotional matters affecting students.
- Assist the Principal and teaching staff in the referral of students and/or their families to local community agencies and specialists, (e.g. Psychologists, psychiatrists).
- Assist staff in the teaching of health-related topics (eg drug awareness, student well-being, resilience).
- Liaise regularly with specialist staff such as Year Level Coordinators and the Director of Curriculum to provide a multi-disciplinary approach to resolving issues of concern for students.
- Work collaboratively with parents and families where a need has arisen to support the well-being of a student (including prolonged absences from school, or persistent misbehaviours).
- Be actively involved in devising parent evenings on health-related topics.
- Organise programs which support families in effective management of adolescent issues.

Finance - 6

- Provide financial, policy, and planning advice which may include providing reports, statistical surveys and advice on regulations and procedures and drafting policies for approval.
- Provide leadership and direction in the planning, design and implementation of financial systems, controls, planning and Budgeting processes.
- Provide leadership in Budget strategy for the school, having regard to long term financial objectives.
- Negotiate with staff, to finalise Budget proposals for approval by senior management.
- Provide advice on operations and future directions to the management team.
- Formulate policy, guidelines and supporting statements as recommendations.
- Develop systems and procedures for implementation in accordance with school policy and ensure that such systems are maintained.

ICT - 6

- Contribute to the development of ICT programs and policies and recommend changes and improvements.
- Investigate, interpret or evaluate information for the guidance of users and management in ICT.
- Provide professional advice to users in ICT.
- Present prepared computer training courses.

Laboratory - 6

- Make significant contributions to the development of technical and operational procedures.
- Develop and implement measures for safe handling and storage of hazardous substances.
- Advise teachers on suitable techniques and procedures.
- Design new practicals and advise teachers on new techniques, equipment and ideas for practical classes.
- Propose budgetary recommendations.

- Oversee the preparation and uses of risk assessments and writing of safe operating procedures for all tasks in the laboratories.
- Generate complicated Risk and Safety labels for decanted chemical including mixtures and dilutions made onsite.
- Contribute to the technical and safety training of all personnel in the science area.

Library - 6

- As a library manager, manage the operation of school resource centre.
- Provide critical and highly specialised support to significant education programs.
- Make significant contributions to the development of technical and operational procedures.
- Train staff and students in use of the automated library system.
- Advanced use of SCIS for original cataloguing and classification of resources.
- Maintain the resource centre intranet/web pages (adding, modifying pages).
- Assist teaching staff with collection development (e.g. suggestions for new resources).
- Identify and correct cataloguing and classification errors or anomalies.
- Use network services effectively to facilitate access to information for staff and students.
- Advise teachers on suitable research techniques.
- Administer the allocation and monitoring of resources in the library.
- Play a major role in proposing budgetary recommendations.

Personnel - 6

Manage the personnel function for the school, including:

- Policy development;
- Recruitment processes;
- Staff induction;
- Professional development;
- Performance review.

Services - 6

- Undertake maintenance programming tasks, including investigation and design requirements necessary to implement changes to existing systems.
- Prepare reports, proposals and submissions for the school management team and external bodies.
- Manage a range of functions (e.g. supervisor/manager property services group).

Play Leader - 6

- Overall responsibility for a full-time out of school hours service centre in addition to the responsibilities of Level 5 Coordinator.
- Coordinator will have responsibilities as for the level 5 of a more complex operation.

Grade 7

Administration - 7

- Provide senior administrative support to schools and facilities of medium complexity, taking into account the size, budget, course structure, external activities and management practices.

Counselling - 7

- Undertake complex professional activities including research, involving the selection and application, based on professional judgment, of new and existing techniques and methodologies requiring the exercise of professional independence combined with high levels of competence.
- Identify policies and procedures requiring review or re-development and define all relevant issues.
- Provide subject matter expertise and/or policy advice across a range of programs or activities undertaken by the school area, formulate policies and provide specialist advice on policy formulation to the school's senior management.
- Prepare papers, investigate and present information, with recommendations, for decision by the school's senior management.
- Manage the operations of a discrete school area, program or function.
- Manage counselling services supervising one or more psychologist.
- Provide health, counselling, health education and acting in a resource capacity to a school community.

Finance - 7

- Provide strategic leadership and direction for the long-term forward planning of school finances, including operating and capital works plans.
- Be responsible for formulating policies and provide specialist advice on policy formulation to the school senior management.
- May report regularly to the school board on financial matters.
- Manage the preparation of funding submissions.
- Encompass complexities that are not common in a standard school setting (eg schools that involve significant commercial operations, extensive in-house catering or laundry operations).

ICT - 7

- Provide subject matter expertise or policy and planning advice.
- Investigate, interpret or evaluate information for the guidance of users.
- Responsible for the operation of an ICT or computing centre which provides complex and varied services.
- Research and examine likely long-term requirements for ICT, prepare alternative plans and strategies and report on their feasibility.
- Investigate and design the implementation of computer systems.
- Develop, coordinate and present computer training courses.

Laboratory - 7

- Exercise significant and independent professional judgment based on extensive experience and an advanced level of technical expertise.
- Manage the effective operation of the science laboratory complex and the implementation of strategies to assist the delivery of key school objectives.
- Make significant contributions to the development of technical and operational policy and procedures within the science laboratory complex.
- Usually report directly to the Principal (or science coordinator).
- Provide subject matter expertise and policy advice to manage stock control systems within budgetary constraint.

- Provide subject matter expertise and policy advice to forecast requirements for the next year by analysing demand of current and future curriculum needs.
- Responsible for laboratory safety including preparation and implementation of policy and procedures.
- Responsible for school policy advice to ensure that all chemicals are labeled according to current legislation.
- Contribute significantly to the technical and safety training of employees in the science area (including teachers).

Library - 7

- Exercise significant and independent professional judgment based on extensive experience and an advanced level of technical expertise. Manage the effective operation of the school library complex and the implementation of strategies to assist the delivery of key school objectives.
- Make significant contributions to the development of technical and operational policy and procedures within the school library complex.
- Manage the allocation and monitoring of resources in the library.
- Provide subject matter expertise and policy advice across a range of programs or activities undertaken by the school for faculty Budget submission.

GLOSSARY OF TERMS

Accountability

Accountability means that an employee is able to be called to account for the results of work undertaken personally or by others where the employee is deemed to be in charge or in control and where a sanction would apply for non-performance.

Administrative

Administrative means work which involves some management of systems or procedures in the completion of daily work activities.

Analytical

Analytical means the use of rigorous logic in the tracing of ideas to their source.

Authoritative

The advice provided by an employee is considered to be authoritative where it is of such a specialist nature that the recipient would not normally be in a position to question the technical aspects or issues of methodology.

Certificate

Certificate I to Diploma as per Australian Qualifications Framework or qualifications considered equivalent.

Classification

A classification system is a set of categories into which jobs can be put that do the same kind of work. The classification system must exhibit the following properties:

- be consistent unique classifying Principals in operation
- exhaustive (i.e. all jobs must be able to be placed in a category)
- mutually exclusive (i.e. each job must only be able to be placed in only one category).

Clerical

Work which involves writing, typing or filing or skills associated with these of a manual nature.

Communication

Communication is a process or technique for expressing ideas effectively by which information is exchanged between individuals through a common system of symbols, signs or behaviour.

Competency

Competency is the ability to:

- perform particular tasks to the standard of performance expected in the workplace
- apply relevant skills, knowledge and attitudes relevant to effective performance of work consistently over time and in the required workplace situations and environments.

Competency covers all aspects of workplace performance managing a range of different tasks; responding to contingencies or breakdowns; and dealing with the responsibilities of the workplace, including working with others.

Complex

Complex means that work which is composed of many parts which may be difficult or intricate.

Complex Problems

Complex problems mean those problems requiring multi-faceted solutions.

Conceptual

Conceptual means the ability to form and develop in the mind a plan or method of approach in addressing complex situations and scenarios which take into account a wide range of options.

Continuum of Supervision and Direction

In this guide, supervision and direction are viewed as being closely related and on a single continuum indicating level of independence and autonomy. Jobs at lower classification levels will generally be subject to higher levels of supervision. In the higher classification levels, supervision is replaced by direction, the extent of which again reduces for jobs at the most senior levels.

Control

Control is a measure of the extent that an employee is able to exercise restraining or directing influence over a matter.

Decision-Making

Decision-making is the degree to which an employee is able of permitted to make decisions in the course of the work to be performed.

Direction

Direction given to an employee is the extent to which an employee is:

- set broad objectives as distinct from being given explicit instruction
- required to interpret the organisation's policies
- required to decide what work assignments are required in order to meet the goals of the school, and given autonomy to carry out assignments
- empowered to decide techniques and resources required to complete work assignments.

Evaluation

Evaluation is the process by which an employee is to determine the significance, worth or condition of a particular thing, usually by careful appraisal and study.

Expert

The advice provided would be recognised within the industry or profession as being the most sound.

Indicative Duties

Those duties selected as either being representative of a work in schools that provide in the first instance the level of work. A full assessment of a classification is required to take into account the evaluation factors. These jobs form a framework to provide consistent interpretation to maintain internal relativities.

Internal Relativities

Internal Relativities means the relationship of jobs in rank order of work value within a school. Jobs of similar work value can be grouped together in a grading structure to differentiate them from jobs of a higher or lower work value.

Job Allocation

Job Allocation means jobs within the school which have not been selected as indicative duties can be allocated around the evaluated jobs to complete the ranking of all jobs on a work value basis. Alternatively, some of these jobs may be evaluated if the school is not comfortable with particular allocations.

Job Analysis

Job Analysis is a process of collecting and documenting information on the duties, responsibilities and operations of particular jobs. This should result in the documentation of a job statement, questionnaire or description.

Job Description

A Job Description is a document which sets out in a common format the role and responsibilities of particular jobs.

Job Evaluation

A process of determining the work value of jobs within a school using a common system based on job content and contribution to the school.

Job Worth

Job worth is established within schools using the application of the evaluation factors and indicative duties for each classification.

Judgment

Judgment is the process of forming an opinion or evaluation by discerning and comparing.

Knowledge

The combination of training and experience that provides a familiarity applies to facts or ideas acquired by study, investigation, observation or experience the fact or condition of knowing or being aware something with gained through experience or association.

Mid Level

Evaluation levels which have been predetermined and which fit between two paragraph descriptions. A mid level would be selected where the duties of a job being evaluated contain all the required elements of the lower paragraph and significant elements of the higher paragraph description.

Primary Objective and Mission Statement

The Principal purpose or aims of the job encompasses the accountability for assigned duties or functions.

Problem Solving

Problem solving means using the skills to conceptualise a problem, identify the source or root causes of the problem, identify possible solutions and select the most appropriate solution, implement solution and evaluate outcomes, using precedents as a tool.

Professional Jobs

Those jobs requiring university degree level qualifications in a particular discipline (eg finance, accounting, engineering, law, a field of science etc.).

Responsibility for Others

Responsibility for others means accounting for the actions (i.e. performance of work and behaviour in the workplace for other employees, volunteers or students). There are varying degrees of responsibility that are evaluated in accordance with the evaluation factors.

Responsibility

Where an employee would be required to give a reason, explanation or answer in the case of non-performance in carrying out assigned work.

Routine

Routine means a regular course of procedure or mechanical performance of an established procedure that is often repeated.

Routine Procedures

Routine procedures means the nature of the work requires a repetition of duties or actions following a standard method or format, although some details of each occurrence may vary.

Separate Functions or Multifunctional

Separate activities or disciplines associated with roles which require an employee to bring distinctly different thought processes to bear in providing direction either in terms of resource allocation, priority or advice requiring expert knowledge to a staff member under control of the job or senior management. This would take into account the dimensions (staff numbers etc.), competitive environment, strategic importance (ie if, in particular jobs, there is no significant change in the thought processes required to manage staff groups undertaking two or more functions then they should not be counted as separate functions even though in normal school terms they are generally regarded as separate functions).

Short Term

Short term means situation where decisions or actions would have impact within a twelve-month period.

Skill

Skill is the ability to use one's knowledge effectively and readily in execution or performance and involves such matters as:

- dexterity or coordination especially in the execution of learned physical tasks
- a learned power of doing something competently
- developed aptitude or ability
- Skills can be placed in three categories reflecting increasing measures of complexity and decreasing measures of 'routine-ness':
- basic practical skills
- defined range of skills
- range of well-developed skills.

Specialised

Specialised refers to a role where a developed knowledge in a particular field of work or discipline is required.

Specialist

A specialist is an employee with recognised expertise within a field of work or discipline which takes account of a thorough and intensified knowledge.

Strategic

Strategic means those plans or decisions of a policy nature of key importance to the school which typically would have an impact over at least a two-year period.

Supervision

Supervision of an employee is the degree to which the work of the employee is detailed in terms of:

- monitoring and regulating the rate of progress, quality, techniques and resources for activities that make up the designated task
- any corrective or preventative action that might be required.

Work Area

A work area is a small group of employees working towards common end objectives, normally in close proximity, although with differing duties.

Work Routine or Schedule

Work Routine means a regular course or sequence to the day's work activities.

Work Value Level

This is the evaluated level of the job as derived from the decisions on the four factors within the Lutheran Schools Association system. This would take into account the dimensions (staff numbers etc.), competitive environment, strategic importance (i.e. if, in particular jobs, there is no significant change in the thought processes required to manage staff groups undertaking two or more functions then they should not be counted as separate functions even though in normal school terms they are generally regarded as separate functions).

ATTACHMENT 1

Job Description Proforma

Job Descriptions are expected to provide sufficient detail to deal with an assessment of the evaluation factors prescribed in this guide, within the organisation context of the role and the nuances of work expected of the Lutheran School Officer. The Description must not be too detailed or too broad.

The following Job Description Proforma may be used:



JOB DESCRIPTION

AND

EMPLOYEE SPECIFICATION

Title of Job:

Classification:

Tenure: *[Permanent/Temporary/Replacement/Casual-Full-time/Part-Time]*

JOB DESCRIPTION

1. Summary

The broad purpose of the job in relation to the organisation's goals (expected outcome and how it is achieved)

2. Use of Knowledge⁴

3. Use of Skills and Problem Solving

4. Control, Authority and Decision-Making

5. Judgment

6. Responsibilities and Accountabilities

7. Working Relationships (context of operations)

Supervisor (ie to whom the employee reports)

Level of supervision or direction to be given by supervisor

⁴ Knowledge and skill can over lap and knowledge is theoretical and skills are the practical application of the knowledge to achieve desired results

Responsibility for others staff

Any other significant connections and working relationships within the school

8. Special Conditions

(eg travel requirements, frequent overtime, etc).

9. Statement of Key Outcomes and Associated Activities

Group into major areas of responsibility and activity

EMPLOYEE SPECIFICATION

1. Essential Characteristics

- Educational and Vocational Qualifications
- Personal Skills, Abilities and Aptitude
- Experience
- Knowledge

2. Desirable Characteristics

- Educational and Vocational Qualifications
- Personal Skills, Abilities and Aptitude
- Experience
- Knowledge

Job Description and Employee Specification is Approved

.....
Principal (Print Name) (Signature)

...../...../.....

Acknowledged by Employee:

.....
Employee (Print Name) (Signature)

...../...../.....

Schedule 7 - Salary Packaging

Introduction:

Salary packaging or a salary sacrifice arrangement is an arrangement between the School and an employee, where an employee agrees to forego part of their future entitlement to salary or wages in return for the School providing benefits at the same cost to the School. 'Pay As You Go' (PAYG) tax withheld is then based on gross salary and wages excluding salary-sacrificed amounts. Therefore, instead of electing to pay these expenses from after-tax income, an employee pays these amounts from pre-tax dollars. Some expenses are subject to Fringe Benefits Tax (FBT).

Clause 65 of the Agreement permits employees to enter into salary packaging arrangements.

Policy:

- 1 All employees are eligible to participate in salary packaging, but employees are under no obligation to salary package. Not all employees may benefit from all categories of salary packaging. Employees may be able to package any amount of their gross salary.
- 2 Salary packaging is to be at no additional cost to the School and accordingly, employees are required to pay for their FBT liability, if any and administration costs from their gross salary.
- 3 Employees are required to seek appropriate independent financial or legal advice in respect of their own particular personal circumstances prior to entering into a salary packaging arrangement.
- 4 Employees are strongly encouraged to make appropriate superannuation arrangements.
- 5 The School is classified as "rebateable employer", which allows the School to claim a rebate on the FBT liability. This rebate shall accrue to employees.
- 6 The following categories of benefits are available for salary packaging
 - Exempt benefits e.g. superannuation, laptop computers
 - "Otherwise deductible" expenses e.g. self-education expenses, salary packaging advice
 - "Concessional" taxed benefits e.g. novated motor vehicle leases
 - Meal entertainment
 - Mortgage repayments
 - Health insurance
- 7 Any changes in FBT legislation or costs associated with the administration of packages shall be reflected in each package and will be paid by employees.
- 8 The superannuation guarantee contribution will be paid on the gross remuneration before any salary packaging.
- 9 All packaged items that include GST will entitle the School to claim the input tax credits. The input credits shall accrue to employees.
- 10 The administration of the salary packaging shall be arranged by the LESNW.

Schedule 8 - Charter for Teachers in Lutheran Schools

Preamble

The charter for teachers in a Lutheran school articulates the shared values and principles that teachers hold about their profession and the nature of their work. Lutheran teachers work in an educational community guided by Christian values, especially love, justice, compassion, forgiveness, service, patience, courage and hope.

Teachers have a strong sense of the dignity and worth of their work in nurturing young people as a vocation from God. Nurturing student growth depends upon teachers who are expert in their profession and who respect the individuality and dignity of each student as a unique individual created in the image of God.

Teachers in Lutheran schools have a commitment to the Christian ethos of the school and to the development of their students socially, morally, physically, intellectually and spiritually. They are committed to using their professional knowledge, skills, understanding and judgement encouraging their students to lead fulfilling and rewarding lives in service to self and others.

CHARTER

Teachers in Lutheran schools are committed to:

- 1 creating a teaching and learning environment that is safe, caring and free from harassment for all staff and students.
- 2 working constructively in professional teams of colleagues, support staff, community-based professionals and other personnel to achieve positive learning environments.
- 3 working creatively and collaboratively with others to support and mentor members of the profession.
- 4 accepting responsibility for their personal work-related goals, reflecting on practice and engaging in ongoing professional growth.
- 5 maintaining a rich understanding of their subject matter and appreciating the ways in which knowledge is created, organised and applied to real life situations.
- 6 developing healthy relationships with students and their families to sustain an effective teaching-learning relationship.
- 7 building relationships with the wider community so that students can make meaning of the world around them.
- 8 establishing clear expectations and strategies that contribute to the effective learning of students.
- 9 accommodating individual difference through an understanding of the various ways in which students can be engaged to develop and learn.
- 10 monitoring and assessing students and reporting openly and clearly on their progress.

Schedule 9 - Dispute Resolution Process (DRP)

Preamble

- 1 If a dispute relates to a matter:
 - (a) arising under the agreement; or
 - (b) arising under the National Employment Standards; or
 - (c) any other industrial matterthis term sets out procedures to settle the dispute.

Representation

- 2 Any party to the dispute may appoint a representative for the purposes of the procedures in this Schedule.

First level of Dispute Resolution – Workplace

- 3 In the first instance, the parties to the dispute must try to resolve the dispute at the **workplace level**.
 - (a) Any dispute shall be dealt with by discussion between the employees and the relevant supervisor and if such discussions do not resolve the dispute, by discussions between the employees concerned and more senior levels of management as appropriate.
 - (b) Where a dispute is raised it should where possible be reduced to writing. Parties to the Agreement shall be notified of the dispute and be provided with any material that has been reduced to writing.
 - (c) Once a dispute has been initiated the parties shall meet and confer within 7 days at a local workplace level in an attempt to resolve the dispute. Where a party states that it is not possible to meet within 7 days the reasons for the inability to meet must be provided in writing. Unless agreed otherwise, the parties must meet within 14 days.
 - (d) Following a meeting of the parties to discuss the dispute the parties can agree:
 - that the dispute is satisfactorily resolved;
 - agree to further workplace level meetings to attempt to resolve the dispute;
 - take other agreed steps which will assist in the resolution of the dispute; or
 - agree to proceed to internal conciliation.

Second Level Dispute Resolution – Mediation or Conciliation in the Fair Work Commission

- 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 Fair Work Commission may deal with the dispute in two (2) stages:
 - (a) 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

Third Level of Dispute Resolution - Arbitration

- (b) if the Fair Work Commission is unable to resolve the dispute at this stage, Fair Work Commission may then:

arbitrate the dispute; and

make a determination that is binding on the parties.

Note If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- 6 While the parties are trying to resolve the dispute using the procedures in this term:
- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
- (1) the work is not safe; or
 - (2) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (3) the work is not appropriate for the employee to perform; or
 - (4) there are other reasonable grounds for the employee to refuse to comply with the direction.
- 7 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

Schedule 10 - Consultation

- 1 The School and employees recognise the need for, and merit of, consultation about major workplace changes that are likely to have a significant effect on employees. This Schedule applies if the School:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise, and the change is likely to have a significant effect on employees of the School; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change to production, program, organisation, structure, or technology

- 2 When the School has decided to make a major change to production, program, organisation, structure, or technology, it must, as soon as practicable, notify the relevant employees and the IEUWA of the decision to introduce the major change.
- 3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 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 School of the identity of the representative; the School must recognise the representative.
- 5 As soon as practicable after making its decision, the School must:
 - (a) discuss with the relevant employees:
 - (1) the introduction of the change;
 - (2) the effect the change is likely to have on the employees;
 - (3) measures the School 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 and their chosen representative and the IEUWA:
 - (1) all relevant information about the change including the nature of the change proposed;
 - (2) information about the expected effects of the change on the employees, and
 - (3) any other matters likely to affect the employees.
- 6 However, the School is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 7 The School must give prompt and genuine consideration to matters raised about the major change by the relevant employees and the IEUWA.
- 8 If a term in this Agreement provides for a major change to production, programme, organisation, structure or technology in relation to the enterprise of the School, the requirements set out in this Schedule are taken not to apply.
- 9 In this Schedule, a major change is likely to have a significant effect on employees if it results in:

- (a) the termination of the employment of employees;
 - (b) major change to the composition, operation or size of the School's workforce or to the skills required of employees;
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - (d) the need to retrain employees;
 - (e) the need to relocate employees to another workplace, or
 - (f) the restructuring of jobs.
- 10 In this Schedule, relevant employees means the employees who may be affected by the major change.

Change to regular roster or ordinary hours of work

- 11 Where the School proposes to introduce a change to the regular roster or ordinary hours of work of employees the School must notify the relevant employees of the proposed change. Any party who is affected may appoint a representative for the purposes of the proceedings in this Schedule.
- 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 School of the identity of the representative; the School must recognise the representative.
- 13 As soon as practicable after proposing to introduce the change, the School 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:
 - (1) All relevant information about the change, including the nature of the change; and
 - (2) Information about what the School reasonably believes will be the effects of the change on the employees; and
 - (3) Information about any other matters that the School 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).
- 14 The School is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 15 The School must give prompt and genuine consideration to matters raised about the change by the relevant employees.

Schedule 11 - Employee Appraisal

EMPLOYEE APPRAISAL

- (1) (a) Employee appraisal is essential to ongoing employee professional development, performance planning and review in the context of the individual, the department or the school as a whole.
- (b) The structure of the appraisal process will be determined by its purposes that is whether it is formative or summative.
- (2) The following are the minimum requirements of any employee appraisal process.

- (a) Formative Appraisal -

Formative Appraisal has as its purpose the enhancement of employee skills:

- (i) The appraisal shall be carried out by the employee's supervisor or such other persons as are agreed between the employer and the employee,
- (ii) The appraisal shall be based on criteria which are agreed to by the employee involved,
- (iv) The employee shall be provided with a written report, on the outcomes of the appraisal. The report shall clearly indicate the purpose of the appraisal, the format used and the results and recommendations arising out of the appraisal. Copies of all documentation, including formal and informal reports, shall be provided to the employee upon request.

- (b) Summative Appraisal -

Summative Appraisal has as its purpose the determination of the professional competence of a employee in respect of the confirmation of appointment or for promotional purposes.

- (i) The form and conduct of the appraisal shall be determined by the employer and the reason for the appraisal must be clearly established before the appraisal commences.
- (ii) The employee being appraised shall be advised as to who is to conduct the appraisal, its form, the duration of the appraisal, and the nature of the reporting process.
- (iii) During the process, the employee shall be kept informed of the progress of the appraisal and shall be allowed to nominate any employee to contribute to the appraisal on his or her behalf.
- (iv) The employee shall be provided with a written report, on the outcomes of the appraisal. The report shall clearly indicate the purpose of the appraisal, the format used and the results and recommendations arising out of the appraisal. Copies of all documentation, including formal and informal reports, shall be provided to the employee.
- (v) The employee shall be given every opportunity to review any documentation which relates to the appraisal or to clarify any aspect of the report.

- (vi) Where the report identifies failings on the part of the employee or the competency of the employee is in question, the report should clearly indicate the nature of the problem and what is required of the employee to address the problems.
 - (vii) Any agreed procedure to be implemented following the appraisal shall be documented and shall form part of the reporting process. An adequate time frame must be given in order to address any problem area identified in the report.
- (3) Participation in any appraisal process and any subsequent implementation procedure should not be an unreasonable addition to an employee's existing work load.
- (4) In the event that it becomes necessary to review the performance of an employee with a view to the possible termination of employment, except in the case of serious misconduct or other that in the employee's first year of employment, then a summative appraisal will be conducted. In certain circumstances this may not be appropriate and provided agreement can be reached between the Principal, the employee and the Union, an alternative process may be used.

Schedule 12 – Work Health and Safety

The School is committed to Work Health and Safety and shall:

- (a) Ensure that Ideagen CompliSpace (or its successor) is in place and operating effectively.
- (b) Provide appropriate training to employees in accordance with legislative requirements upon request and balanced with school requirements. Such training may include:
 - (1) First aid
 - (2) Manual handling
 - (3) H&S training
 - (4) Committee member training
 - (5) Training for Principal and other senior management team leaders
- (c) Conduct WHS Committee meetings in accord with Clause 53 of this Agreement and the provision of Ideagen CompliSpace. The parties agree that
 - (1) committee meetings need to be working effectively.
 - (2) the responsibility for planning and presiding over the meeting shall be given to an elected chairperson
 - (3) the committee shall consider all matters of health and safety of all people on the site.
 - (4) the committee shall as a matter of priority put in place risk management processes in all aspects of the school including excursions for students.
- (d) Support the appointment of a WHS Representative by:
 - (1) encouraging employees at to elect a health and safety representative
 - (2) allocating reasonable release time to enable the elected health and safety representatives to effectively carry out their duties and responsibilities as prescribed by the Act.

Schedule 13 - Teacher Workload Agreement

The Teacher Workload Agreement at the commencement of this Agreement is as contained in this Schedule. It may be adjusted according to the provisions of Clause 26.1.

1. Teacher hours of attendance.

A full-time teacher is normally expected to be at the College as a minimum between 8:15am and 3:30pm. Arrangements for part-time teachers depend on particular circumstances.

Sub-school briefing happens on Mondays at 8.15am and all staff devotion and briefing happen on Thursdays at 8.15am. Attendance is required unless on Duty or not at the College because of part time work arrangements.

Student timetabled day (including PC):

Primary 8:45am to 3:10pm

Secondary 8:35am to 3:00pm

2. Face-to face teaching time for a teacher is based on the timetabled student day.

A school day consists of six 50-minute lessons and 20 minutes of PC time. Five 20-minute PC times per week is 100 minutes, which is the same time as two 50-minute lessons. For the purpose of the calculations, a week is considered to be 32 x 50-minute periods per week.

A full-time Primary teacher is required to undertake face-to face classroom teaching for $0.85 \times 32 = 27$ periods per week. If a teacher has a PC class on each day of the week, that counts as 2 periods of teaching per week. A full time Primary teacher has 5 standard DOTT periods per week (which may include the PC time if they do not have a PC class, counted as 2 periods). Hence, a full-time Primary teacher's whole week (for these purposes) is $27 + 5 = 32$ periods. Part-time Primary teachers, have a proportion of 5 DOTT periods, equivalent to their proportion of a full-time teaching load, rounded to the nearest whole period,

A full-time Secondary teacher is required to work $0.8 \times 32 = 26$ periods per week. If a teacher has a PC class on each day of the week, that counts as 2 periods of teaching per week. A full time Secondary teacher has 6 standard DOTT periods per week (which may include the PC time if they do not have a PC class, counted as 2 periods). Hence, a full-time Secondary teacher's whole week (for these purposes) is $26 + 6 = 32$ periods. Part-time Secondary teachers, have a proportion of 6 DOTT periods, equivalent to their proportion of a full-time teaching load, rounded to the nearest whole period.

CO-CURRICULAR ACTIVITY (per 20 week semester)	
Graduation Services	For relevant sub-school
College Open Evening	Once per year
Heads of School will collaborate with staff and determine which events and activities will be run in their sub-school for the year. Staff will indicate where they will contribute. This will be documented by Head of School and records kept as per time allocation. Teachers that have their own children participating in extra-curricular events will determine, in collaboration of Head of School, how many hours will be classed as work commitment as opposed to parental commitment.	
Total	100 hours/semester

TEACHER SCHOOL YEAR	
Term Time x 39 weeks	39 x 5 = 195
Pre Term 1 PD	3 days
HOLA's and Coordinators required four days before to participate in Orientation day for new staff.	4 days if HOLA or Coord
Total	198 days

PUPIL FREE DAYS (Included in Teacher School Year)	
Whole College	3 (minimum)

YARD DUTY	
All teaching	100min per week

3. Positions of Added Responsibility

A monetary allowance and one lesson equivalent are allocated per point.

4. Parent Teacher Interviews

Parent/teacher interviews will be held twice each year unless agreed otherwise through consultation with teachers. All teachers are required to be available for interviews, including Elective and LEC teachers.

**Primary School and
Secondary School**

2 Nights - 4.30-
7.30pm

half an hour meal break dinner
provided

DOCUMENT ENDS

THE FAIR WORK COMMISSION

FWC Matter No.: AG2024/3528

Applicant: Living Waters Lutheran College

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

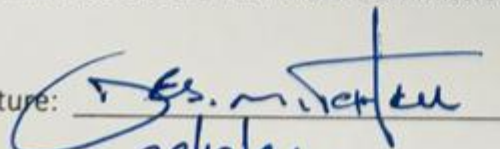
I, Desmond Paul Mitchell, School Principal have the authority given to me by Living Waters Lutheran College Incorporated ("the College") to give the following undertakings with respect to the Living Waters Lutheran College Enterprise Agreement 2023 ("the Agreement"):

1. Confirming an undertaking enabling any employee who is pregnant can make a request for flexible working arrangements. (Ref: Clause 36.4)
2. Confirming an undertaking that any employee may make a request for flexible working arrangements where they meet the circumstances in s.65(1A)(e) and (f) of the Act. (Ref: Clauses 36.4(e)+(f))
3. Confirming an undertaking that notice pursuant to cl.86.1 will be given as soon as practicable, which may be a time after the leave has begun. (Ref: Clause 81.6)
4. Confirming an undertaking that any individual employee who does not agree to substitute a public holiday will not be required to accept a substitution agreed under clause 93.2. (Ref Clause 93.2)
5. Confirming an undertaking that no fixed term employee will receive less notice than that prescribed in the NES. (Ref: Clause 20.5(e)(2))
6. Confirming an undertaking that play leaders and cleaners will only work ordinary hours between Monday to Friday inclusive. (Ref: Clause 41.5)
7. Confirming an undertaking that no fixed term teacher shall be required to forfeit more than 2 weeks' wages in circumstances where he/she does not provide the required 7 weeks' notice. (Ref: Clause 16.5(f)(3))
8. Living Waters Lutheran College provides an undertaking that the relevant Act for cl.81.9 is the Workers Compensation and Injury Management Act 2023 as amended from time to time, or any successor Act. (Ref: Clause 81.9)
9. Living Waters Lutheran College provides an undertaking that notwithstanding the provisions of cl.81.10, an employee who has evidence that supports his/her right to take personal leave may have any annual leave taken at the time they were eligible to take personal leave re-credited to them. Such re-credit shall occur once the evidence of entitlement to take personal leave has been submitted to the College. (Ref: Clause 81.10)
10. Living Waters Lutheran College confirms an undertaking that penalty rates will apply for Lutheran School Officers at Living Waters Lutheran College, noting clauses within 70 and 71 are cumulative. (Ref: Clauses 70 & 71)

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature: _____

Date: _____


29/10/24