

Lutheran Schools SA

Enterprise Agreement 2017

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

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PART 1 - APPLICATION AND OPERATION OF THE AGREEMENT

1. Title

This Agreement will be known as the **Lutheran Schools SA Enterprise Agreement 2017**.

2. Definitions and Interpretations

In this Agreement unless otherwise stated:

Agreement means the Lutheran Schools SA Enterprise Agreement 2017.

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 that have been established for each of four career stages viz.

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

Business Manager (formerly known as Bursar) 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 5.1(c)). To avoid confusion, the title of Bursar is not mentioned in this Agreement other than in the definition of Finance Officer below.

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 Agreement and as detailed in Section 22 of the Fair Work Act 2009.

DECD means the Department for Education and Child Development or successor.

Director means a person appointed to administer a DECD Affiliated Independent Kindergarten.

Duty Days means:

- (a) days on which schools are open and
- (b) days on which schools are closed by the direction of the School but not including school vacation periods and
- (c) public holidays which occur other than in school vacation periods and
- (d) days on which the School requires the employee to be on duty and

- (e) days on which the employee is granted leave with pay including long service leave, personal leave or other special leave.

Early Career Teachers are teachers in their first two years of teaching practice. This does not include casual teachers employed for less than a term.

Executive Director means Chief Executive Officer of the LSA otherwise the meaning is to be determined from the context in which the word appears.

Employee means an employee who is covered by the Agreement (see Clause 5).

Employer means the Schools covered by this Agreement as provided in Clauses 5.1(a) and 5.1(b).

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

Finance Officer means a person employed in a school solely to perform the finance function and is covered by this Agreement. Some schools may have called this role Bursar. To avoid confusion, the title of Bursar is not mentioned in this Agreement other than in the definition of Business Manager above.

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 *Teachers Registration and Standards Act 2005* or under the corresponding legislation in another State or Territory of Australia and has less than three 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 in the Australian Professional Standards for Teachers.

Highly Accomplished Teacher (HAT) is a teacher who has been certified as such in accordance with the requirements of the Australian Institute for Teaching and School Leadership.

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.

From Section 12 of the Act

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 she or he lives or has lived.

Lead Teacher is a teacher who has been certified as such in accordance with the requirements of the Australian Institute for Teaching and School Leadership.

Lutheran School Officer (LSO) means an employee of a School 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.

- (a) Employees who fit within the Resources stream may include but are not limited to the following; librarians, information technology staff, book-room staff, laboratory staff, theatre technical staff etc.
- (b) Employees who fit within the Administration and Finance 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) Employees who fit within the Curriculum 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.
- (a) Employees who fit within the Boarding House Supervisor stream will be Boarding House Supervisors only.
- (d) Employees who fit within the Extension stream may include but are not limited to the following; social workers, counsellors (non-teachers), speech pathologists, psychologists, and other professionals.
- (e) Employees who fit within the Services 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.

LSA means the Lutheran Schools Association of SA, NT & WA Inc.

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

Non-Contact Time means the time granted to teachers during which teachers are not required to teach or otherwise interact with students. Non-contact time may be used by the teachers for any purpose at their discretion with the general expectation that teachers will use the time for professional work.

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

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 the requirements for full registration through demonstrating achievement of the seven standards at the Proficient Teacher level as set down in the 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(s) means the school(s) and preschool(s) covered by this Agreement (see Clause 5), including DECD Affiliated Independent Kindergartens, and School(s) also means, where the context requires, the employer(s) covered by this agreement.

School Days means the days on which employees are normally expected to be at school and the public holidays which occur other than in non-term time.

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 Schools for the new educational year or the calendar year, as determined by the School, and includes term weeks and non-term weeks.

Semester means either the first two terms of a year or the third and fourth terms of a year.

Student Contact Time means the time that teachers provide 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. This means the same as Contact Time.

Teacher means a person employed by a School 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. This includes a teacher in a position of additional responsibility, 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 of each School.

Time Tabled Time means the time between the start bell in the morning and the finish bell in the afternoon where teachers are required to teach or supervise students, excluding recess and lunch breaks.

Timetabled time is equal to the sum of Student Contact Time and Non-Contact Time.

Union means the Independent Education Union of Australia.

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

3. Duration

- 3.1 This Agreement will operate from the date 7 days after the date on which the Fair Work Commission approves the Agreement.
- 3.2 The nominal expiry date of this Agreement will be 30 June 2019.

4. Renegotiation

- 4.1 The LSA and employees will commence negotiations in relation to a further Enterprise Agreement at least three months immediately prior to the nominal expiry date of this Agreement.

5. Coverage

- 5.1 This Agreement covers:
- (a) the following Schools
- (1) Calvary Lutheran Primary School
 - (2) Concordia College
 - (3) Cornerstone College
 - (4) Crossways Lutheran School
 - (5) Encounter Lutheran College, Victor Harbor
 - (6) Endeavour College
 - (7) Faith Lutheran College
 - (8) Golden Grove Lutheran Primary School
 - (9) Good Shepherd Lutheran School, Angaston
 - (10) Good Shepherd Lutheran School, Para Vista
 - (11) Immanuel College
 - (12) Immanuel Lutheran School, Gawler
 - (13) Immanuel Primary School, Novar Gardens
 - (14) Lobethal Lutheran Primary School
 - (15) Loxton Lutheran School
 - (16) Maitland Lutheran School
 - (17) Navigator College, Port Lincoln
 - (18) Our Saviour Lutheran School
 - (19) Redeemer Lutheran School

- (20) Spring Head Lutheran School
 - (21) St Jakobi Lyndoch Lutheran School
 - (22) St John's Lutheran School, Eudunda
 - (23) St John's Lutheran School, Highgate
 - (24) St Mark's Lutheran Primary School
 - (25) St Martins Lutheran College
 - (26) St Michael's Lutheran School
 - (27) St Paul Lutheran School
 - (28) St Peters Lutheran School
 - (29) Tanunda Lutheran School
 - (30) Tatachilla Lutheran College
 - (31) Unity College
 - (32) Vineyard Lutheran School, Clare
 - (33) Waikerie Lutheran Primary School
- (b) The following Preschools considered as DECD Affiliated Independent Kindergartens
- (1) Zion Pre-School Centre, Gawler
 - (2) Calvary Lutheran Kindergarten, Morphett Vale
 - (3) St Martins Lutheran Kindergarten, Mount Gambier
 - (4) Concordia Lutheran Kindergarten, Murray Bridge
 - (5) Salisbury Lutheran Kindergarten, Salisbury
- (c) all employees of the Schools who fall within the coverage of the Educational Services (Teachers) Award 2010 or the Educational Services (Schools) General Staff Award 2010, but excluding:
- (1) Principals
 - (2) Deputy Principals
 - (3) Heads of sub-schools
 - (4) Directors of Staff (however named)
 - (5) Directors of Studies (however named)
 - (6) Directors of Community Relations (however named)
 - (7) Directors of International Programs (however named)

- (8) Persons employed as tutors who are not Boarding House Supervisors
 - (9) Business Managers
 - (10) Ministers of Religion
 - (11) Employees employed in Out of School Care and Vacation Care Programs; and
 - (12) Employees whose principal duties are instructional services such as instrumental teachers and sports coaches, where their duties do not under legislation require their registration as a teacher
- 5.2 It is intended that the Independent Education Union of Australia will give notice to the Fair Work Commission under section 183 of the Fair Work Act that it wants this Agreement to cover it.

PART 2 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

6. Dispute Resolution Process

6.1 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 matter

this term sets out procedures to settle the dispute.

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

6.3 First level of Dispute Resolution – Workplace

- (a) Any dispute should initially be dealt with informally by discussion and dialogue between the individuals involved. This may involve the relevant line manager and if such discussions do not resolve the dispute, the person raising the dispute may elect to have the matter dealt with formally. This will be by discussions between the individuals concerned and more senior levels of management as appropriate.
- (b) Where a dispute is raised formally it must be reduced to writing. Individuals involved 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 individuals shall meet and confer within 7 days at a local workplace level in an attempt to resolve the dispute. Where an individual 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, it must be within 14 days.
- (d) Following a meeting of the relevant individuals to discuss the dispute the following can be agreed:
 - (1) that the dispute is satisfactorily resolved;
 - (2) further workplace level meetings to attempt to resolve the dispute;
 - (3) take other agreed steps which will assist in the resolution of the dispute; or
 - (4) to proceed to conciliation.

6.4 Second Level Dispute Resolution – Mediation or Conciliation

- (a) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- (b) The Fair Work Commission may deal with the dispute in two (2) stages:

- (1) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation.

6.5 Third Level of Dispute Resolution – Arbitration

If the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:

- (a) arbitrate the dispute; and
- (b) make a determination that is binding on the parties.

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

6.6 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.

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

7. Consultation

7.1 Schools 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 Clause 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

- 7.2 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 Union of the decision to introduce the major change.
- 7.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 7.4 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.
- 7.5 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 Union:
 - (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.
- 7.6 However, the School is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 7.7 The School must give prompt and genuine consideration to matters raised about the major change by the relevant employees and the Union.
- 7.8 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 Clause are taken not to apply.
- 7.9 In this Clause, a major change is likely to have a significant effect on employees if it results in:
- (a) the termination of the employment of employees;
 - (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.
- 7.10 In this Clause, relevant employees means the employees who may be affected by the major change.

Change to regular roster or ordinary hours of work

- 7.11 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 Clause.
- 7.12 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;
 - (c) the School must recognise the representative.
- 7.13 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).
- 7.14 The School is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 7.15 The School must give prompt and genuine consideration to matters raised about the change by the relevant employees.

8. Consultative Committees

- 8.1 A Consultative Committee is to be established in each school.
- 8.2 The Consultative Committee will consider, but is not limited to, items devolved to it by the separate Clauses of this Agreement. Any decisions remain the prerogative of the school.

- 8.3 Schools 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.
- 8.4 Such policy statements will be negotiated and agreed between the School and employees covered by this Agreement in each workplace. 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.

PART 3 - ALL EMPLOYEES

This Part applies to all employees covered by the scope of this Agreement except persons employed as Directors, teachers or Early Childhood Workers in DECD Affiliated Independent Kindergartens.

9. Ethos Statement and Workplace Culture and Practice

9.1 Ethos Statement

- (a) 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.
- (b) The specific ministry and mission of the Lutheran 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.
- (c) In order to fulfil this ministry and mission, the staff and management in the Lutheran 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 Lutheran school as a community where all individuals are in service to one another because of what Christ has done for us.

9.2 Workplace Culture and Practice

The LSA has adopted the following as guiding principles for workplace culture and practice in learning communities.

Learning communities reach their potential through enhancing the effectiveness of workplace culture. A learning community with a strong workplace culture will perform better and deliver improved results in all areas of its service to students, the community and its operation.

There are other factors that influence workplace culture, but the following five elements when understood and practiced, will provide a solid foundation for continual improvement:

- (a) **Vision** – vision or mission statement, which guides the learning community's values and provides it with a purpose. The purpose orients every decision staff make and is a foundational element of the learning community's culture.

The vision is outworked, monitored and reported through a process of strategic planning which ensures ongoing improvement and sustainability of the learning community.

- (b) **Values** – the learning community's values are the core of its culture. The vision articulates the learning community's purpose and the values offer a set of guidelines on the behaviours and mindsets needed to achieve the vision.

The core values of Lutheran learning communities are: love, justice, compassion, forgiveness, service, humility, courage, hope, quality and appreciation.

- (c) **Practices** – values are of little importance unless they are encased in a learning community's practices. The learning community's policies and guidelines need to reflect their values and these need to be part of review criteria for individuals (annual reviews) and the learning community (surveys). Data and knowledge management

methods are used to ensure that resources are efficiently organised and managed to provide an effective, safe and caring, growth-oriented learning and working environment.

- (d) **People** – to build a great culture the people need to share the core values or have a willingness and ability to embrace the values. It's not just about recruiting the most talented staff but also the best suited to the learning community's culture. The learning community's recruitment process needs to be stringent and every effort needs to be invested into recruiting the best cultural fit. People are empowered and supported to make decisions within their own areas of responsibility. People are accountable for their own actions, behaviours and decisions.
- (e) **Story** – Lutheran education and each learning community have a unique history and story. Researching these stories, shaping and recording them and retelling them, are important in creating a strong workplace culture. The rituals, symbols, visual displays and practices convey its Christ-centered identity.
- (f) **Place** – place, whether geography, architecture or aesthetic design – impacts the values and behaviours of staff and students. These places and environments help shape and reflect the learning community's culture. For example, open architecture is more conducive to certain learning and office behaviours, like collaboration. Evidence is gathered to develop and implement improvement plans and policies for the continuous development of teaching and learning, the institution and the facilities.

Vision, objectives, scope and deliverables (i.e. what has to be achieved)

- (a) LSA will seek to serve and support the Learning Communities in developing their workplace culture and practice. To assist learning communities in achieving great workplace culture, the LSA will work with learning community leaders, to imbed and improve upon the elements listed above.
- (b) Growing Deep, the Leadership and Formation Framework, is an aligned reference which will help identify areas of focus to improve workplace culture.
- (c) Improved workplace culture will be achieved through regular communication between employees and employees and employees and employers, focusing on the possibilities, exploring the unknown and focusing on solutions rather than the problems.
- (d) In great learning communities, something happens that transcends policies and practices. It isn't what the learning communities are doing, it is how their leaders are doing it.
- (e) Enterprise Agreements, Workplace Agreements, programs and policies are essential, but they are tools that leaders and managers use to systemically create a great workplace that's aligned with the learning community's values and beliefs. It is the appropriate implementation of these practices that make the difference in whether these investments become assets or actually detract from a workplace culture.
- (f) Learning communities have such a strong workplace culture that compliance type requirements such as reporting, procedures, policies etc. are 'just how we do it around here' and love, respect and grace is evident in all dealings and relationships.

10. Flexibility

- 10.1 A 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 10.1(a) above; and
 - (c) the arrangement is genuinely agreed to by the School and the employee.
- 10.2 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.
- 10.3 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 the 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.
- 10.4 The School must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 10.5 The School or the employee may terminate the individual flexibility arrangement:

- (a) by giving 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.

11. National Employment Standards

11.1 The NES comprise Part 2 – 2 of the Act (sections 59 – 131) and contain 10 minimum standards relating to:

- (a) Maximum weekly hours of work
- (b) Requests for flexible working arrangements
- (c) Parental leave and related entitlements
- (d) Annual leave
- (e) Personal leave and compassionate leave
- (f) Community service leave
- (g) Long service leave
- (h) Public holidays
- (i) Notice of termination and redundancy pay
- (j) Fair Work information statement.

11.2 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.

12. Access to this Agreement and the NES

Each School will ensure that copies of this Agreement and the NES are available to all employees either on a noticeboard which is conveniently located at the workplace, or through electronic means, whichever makes them more accessible.

13. Induction of Employees

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

14. Not Used

15. Termination Due to Incapacity of an Employee

15.1 If, in the opinion of the School, an employee, who by reason of physical or mental incapacity, is not or would not be able to:

- (a) Perform adequately the work genuinely and reasonably required for the employment or position in question; or
- (b) Perform the work without endangering the employee or other persons; or
- (c) Respond adequately to situations of emergency that should reasonably be anticipated in connection with the employment or position in question; and

Where a medical practitioner confirms that the incapacity is of a permanent nature, then the School may retire the employee from the employee's employment.

15.2 An employee who fulfils the above provisions must, upon the request of the School, submit to a medical examination or examinations. Failure to attend the medical examination without reasonable cause will be deemed to be evidence of incapacity.

15.3 An employee is entitled to use all personal leave credit before retirement under this Clause.

16. Salaries and Allowances

16.1 Salaries and Allowances are as in :

- (a) Schedule 1 – Salaries and Allowances - Teachers
- (b) Schedule 5 – Salaries and Allowances - Lutheran School Officers.

16.2 Salaries and Allowances for all employees covered by this Agreement will be increased in accordance with the following schedule:

- (a) 1 July 2017 - Highly Accomplished Teachers - \$4,829. Lead Teachers - \$7,050.
- (b) 1 October 2018 – 2.0%. However, if in respect to the 2018 calendar year an industrial tribunal has endorsed DECD teachers receiving a general salary percentage increase in excess of 2.0%, all employees covered by this Agreement will instead receive an increase equivalent to the DECD increase, from 1 October 2018. If the date of endorsement by the industrial tribunal of the DECD increase is after 1 October 2018, then back pay will not be payable for casual work or fixed term employees no longer employed by the respective school.

This Clause applies to preschool employees who are paid from preschool funds (not funded by Department of Education and Child Development (DECD)).

16.3 Salaries will be paid fortnightly as 12/313 of the annual salary calculated to the nearest 10 cents.

- 16.4 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.

17. Salary Packaging (Total Remuneration)

- 17.1 Salary packaging or a salary sacrifice arrangement is an arrangement between Schools and employees, where employees agree to forego part of their future entitlement to salary or wages in return for Schools providing benefits at the same cost to Schools. '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, employees pay these amounts from pre-tax dollars. Some expenses are subject to Fringe Benefits Tax (FBT).
- 17.2 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.
- 17.3 Salary packaging is to be at no additional cost to Schools and accordingly, employees are required to pay for their FBT liability, if any, and administration costs from their gross salary.
- 17.4 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.
- 17.5 Schools are classified as "rebateable employer", which allows Schools to claim a rebate on the FBT liability. This rebate shall accrue to employees.
- 17.6 The following categories of benefits are available for salary packaging
- (a) Exempt benefits e.g. superannuation, laptop computers used predominantly for work purposes
 - (b) "Otherwise deductible" expenses e.g. self-education expenses, salary packaging advice
 - (c) In-house school fees
 - (d) Novated motor vehicle lease
 - (e) Meal entertainment
 - (f) Mortgage repayments
 - (g) Health insurance
- 17.7 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.
- 17.8 The superannuation guarantee contribution will be paid on the gross remuneration before any salary packaging.
- 17.9 All packaged items that include GST will entitle Schools to claim the input tax credits. The input credits shall accrue to employees.
- 17.10 The administration of the salary packaging shall be arranged by the school or the LSA.
- 17.11 "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.

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

(a) The written agreement must:

- (1) 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
- (2) recommend that the employee obtain independent financial advice prior to the commencement of the proposed written agreement.

17.13 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.

18. Travel Allowance

18.1 An employee required to use the employee's motor vehicle in the performance of duties shall be paid an allowance. The rate paid will be as per the rates published on the ATO website for the previous financial year.

18.2 The employee must, when making a claim, submit a log book recording the travel incurred.

19. Superannuation Choice

19.1 Employees can choose any complying Superannuation Fund, including Lutheran Super and NGS Super for the School's contributions to superannuation.

19.2 If an employee does not choose a fund, the School will make contributions to 'Lutheran Super' on behalf of the employee.

19.3 School contributions must be paid monthly in accordance with the Trust Deeds of the relevant fund.

20. Personal Leave

20.1 This Clause supplements the NES.

20.2 Teachers currently employed in Schools who were engaged before 1 July 1997 and whose contract of employment provides for 15 days of personal leave each year (accumulating indefinitely) will have that condition of employment maintained.

20.3 All other employees will accrue personal leave in accordance with the following provisions;

- (a) Full time employees are entitled on-commencement of the initial year of service to 10 days leave at their normal rate of pay.
- (b) In the succeeding years of continuous service with the School, full time employees are entitled on commencement of each succeeding year of service to 10 days of leave at their normal rate of pay.

- (c) Part time employees are entitled to receive annually a pro-rata fraction of the full time entitlement.
- 20.4 Unused personal leave accumulates indefinitely.
- 20.5 An application for personal leave must be in writing.
- 20.6 If personal leave is applied for with pay:
 - (a) where the absence exceeds two 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,

an application must be accompanied by a medical certificate or other satisfactory evidence if requested by the School.
- 20.7 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.
- 20.8 Where an employee produces a medical certificate which states that the employee is suffering from one of the following diseases:
 - (a) Acquired immune deficiency syndrome
 - (b) Chicken pox
 - (c) Diphtheria
 - (d) Erysipelas
 - (e) Glandular fever
 - (f) Herpetic whitlow
 - (g) Infectious hepatitis
 - (h) Infectious mononucleosis
 - (i) Measles
 - (j) Meningitis
 - (k) Mumps
 - (l) Poliomyelitis
 - (m) Rubella
 - (n) Scarlet fever
 - (o) Staphylococcal infection
 - (p) Typhoid

- (q) Whooping cough
- (r) Cholera
- (s) Small pox
- (t) Yellow fever
- (u) Malaria
- (v) Tuberculosis
- (w) Giardia
- (x) Other diseases as the School may determine by notice to employees following proof of the disease within the School and related activities.

and where a medical practitioner is of the opinion that in all probability the disease was contracted by the employee while on duty as a result of contact with the children or other employees of the School then the employee must be granted special leave with pay not debited to the employee's paid personal leave credit.

Any leave granted under Clause 20.8 cannot exceed 52 weeks in total, whether taken in one period or in broken periods for one particular disease.

Part-time employees will be entitled to leave under Clause 20.8 on a pro-rata basis, but the leave granted cannot exceed 52 weeks in total, whether taken in one period or in broken periods for one particular disease.

- 20.9 Employees' accrued personal leave and long service leave will be fully portable between Schools covered by this Agreement, except for employees whose employment concluded through redundancy and they received a redundancy payment.

21. Not Used

22. Parental Leave – Early Return from Maternity Leave

- 22.1 Parental Leave is provided for in the NES
- 22.2 In addition to the provisions of the NES, an employee on maternity 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.

23. Maternity Leave Payment

- 23.1 To qualify for the Maternity Leave Payment, a female employee shall have had continuous service in schools of the Lutheran Church of Australia for at least 12 months immediately prior to commencing maternity leave. An employee on parenting leave shall return to work for 12 months to qualify for a further Maternity Leave Payment.
- 23.2 Continuous service means either full-time or part-time employment. The service may be a combination of full-time and part-time service.

- 23.3 An eligible employee commencing maternity leave is entitled to a Maternity Leave Payment equal to 14 weeks' pay at her substantive rate (including PAR Allowance). In addition, the employee will accrue entitlements of Long Service Leave (2 days), Annual Leave (3 days) and superannuation (9%).
- 23.4 The employee may choose when and how she receives the payment of the Maternity Leave Payment. If the employee does not specify the terms of payment then it will be paid as a lump sum at the commencement of Maternity Leave.
- 23.5 The absence on maternity leave will not count as service for incremental purposes or for the accrual of other forms of paid leave.
- 23.6 An employee returning from parenting leave who varies by agreement the substantive fraction of FTE shall have the substantive rate for subsequent periods of paid Maternity Leave Payment determined by these new conditions.

24. Adoption Leave Payment

- 24.1 To qualify for the Adoption Leave Allowance, an employee shall have had continuous service in schools of the Lutheran Church of Australia of at least 12 months immediately prior to commencing adoption leave. An employee on parenting leave shall return to work for 12 months to qualify for further Adoption Leave Payment.
- 24.2 Continuous service means either full-time or part-time employment but excludes any casual service. The service may be a combination of full-time and part-time service.
- 24.3 An eligible employee commencing adoption leave is entitled to an Adoption Leave Payment equal to 14 weeks' pay at the employee's substantive rate (including any PAR Allowance). In addition, the employee will accrue entitlements of Long Service Leave (2 days), Annual Leave (3 days) and superannuation (9%).
- 24.4 The employee may choose when and how the employee receives the payment of the Adoption Leave Payment. If the employee does not specify the terms of payment of the Adoption Leave Payment, then it will be paid as a lump sum at the commencement of Adoption Leave.
- 24.5 The absence on Adoption Leave will not count as service for incremental purposes or for the accrual of other forms of paid leave.
- 24.6 An employee returning from parental leave who varies by agreement the substantive fraction of FTE shall have the substantive rate for subsequent pay periods of paid Adoption Leave Payment determined by these new conditions.
- 24.7 If both partners intending to adopt a child are employees of Schools covered by this Agreement, only one of the partners will be entitled to the payment of the Adoption Leave Payment.

25. Not Used

26. Paternity Leave

An employee may be entitled to ten (10) days of Government funded Dad and Partner Pay (DAPP) in accordance with the *Paid Parental Leave Act 2010 (Cth)* or its successor. If eligible, an employee will need to apply for ten (10) days of unpaid leave in accordance with the Act. The School will grant such leave and pay the difference between the Government funded pay and the employee's normal

rate of pay for the duration of the leave. The DAPP 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 first aid or leadership allowances.

27. Parenting Leave

- 27.1 In addition to Maternity Leave, Paternity Leave and Adoption Leave, employees are entitled to Parenting Leave for up to 5 years.
 - 27.2 Parenting Leave is leave without pay and is available only for the care of pre-school age children.
 - 27.3 Prior to proceeding on Parenting Leave, an agreed professional learning 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.
 - 27.4 Employees must, not less than one school term prior to the proposed start of Parenting Leave, give the School written notice of the dates on which they propose to start and finish the period of leave.
 - 27.5 Special circumstances may cause changes to arrangements. Employees may provide less notice than provided in Clause 27.4 if, in compelling circumstances, they are required to become the primary caregiver for a child.
 - 27.6 Employees are expected to return from Parenting Leave at the commencement of the school year to assist with the operation of the School.
 - 27.7 An employee who is on parenting leave in respect of the birth or adoption of a child may take additional parenting 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 parenting leave that exceeds seven years in aggregate.
 - 27.8 If the employee was temporarily acting in, or performing the duties of a position immediately before commencing parental leave, the entitlement under this Clause 27 relates to the employee's substantive position.
 - 27.9 An employee may on return to work may seek part time employment in accord with the provisions of Clause 37 – Opportunities for Part-Time Employment of this Agreement.
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28. Foster Carer's Leave

If an employee becomes a Foster Carer, they may discuss with their Principal any assistance that may be appropriate to assist the Carer with their responsibility, such as additional leave.

29. Eligibility for Long Service Leave

- 29.1 The long service leave entitlements of employees are governed by the Long Service Leave Act 1987 (SA), 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
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term. All such leave taken is to be counted towards satisfying the employee's minimum entitlements under the Long Service Leave Act.

- 29.2 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.

29.3 Entitlements to Long Service Leave

This Clause 29.3, varies the entitlements provided in of the Long Service Leave Act 1987 (SA). Employees are entitled to 1.3 weeks long service leave per year in respect of the first 15 years of service; and 2.143 weeks leave in respect of each subsequent year of service.

- 29.4 Employees may elect to take Long Service Leave at half pay.

- 29.5 Taking long service leave at half pay is the equivalent of taking leave for the first half of the period at full pay and the second half of the period without pay.

- 29.6 When taking long service leave at half pay, the first half of the period of leave will be counted as service.

- 29.7 Employees are expected to negotiate with the School as to when any long service leave at half pay may be taken. Consideration shall be given to the requirements of the School.

30. **Compassionate and Bereavement Leave**

- 30.1 Compassionate leave is provided for in the NES.

- 30.2 An employee is entitled to 2 days of compassionate leave for each occasion (a **permissible occasion**) when a member of the employee's immediate family, or a member of the employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.

30.3 Taking compassionate leave

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 a personal injury or
- (b) after the death of the member of the employee's immediate family or household.

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.

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 the Act must be complied with.

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

If, an employee, other than a casual employee, takes a period of compassionate leave, the employer must pay the employee at the employee's normal rate of pay including any leadership and first aid allowances for the employee's ordinary hours of work in the period.

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

30.5 Bereavement Leave

- (a) On the death of an immediate family member as defined in section 12 of the Act and extended to include a person demonstrated to the satisfaction of the School to be a person of significant relationship to the employee, 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 two ordinary days of work.
- (b) Proof of the death must be provided by the employee to the satisfaction of the School if requested.

30.6 Entitlement to Additional Bereavement Leave

- (c) Where the entitlement to compassionate leave has been exhausted, an employee is entitled to leave up to 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:
 - (1) where paid leave is sought, it will be debited against the available personal leave credit of the employee.
 - (2) where the personal leave credit of the employee has been exhausted and additional leave is sought the employee may apply for Special Leave in accordance with clause 33 which will not be unreasonably refused by the School.

30.7 When considering applications for leave Schools will be cognisant of the implications when an employee needs to travel out of the State to attend the funeral, including travel time and possibly the urgency in making travel arrangements.

30.8 Effect on Other Leave

This clause has no operation where the period of entitlement to this leave coincides with any other period of leave.

31. Community Service Leave

Community service leave is provided for in the NES. This Clause 31 supplements the NES.

31.1 Jury Service

A 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.

31.2 **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.

32. **Short Leave**

32.1 An employee, by agreement with the Principal, may take two 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. It is available on a pro-rata basis for part-time employees.

32.2 The leave is not cumulative.

33. **Special Leave**

33.1 The School may, where reasonable cause exists, grant to an employee special leave with or without pay for any period and upon such conditions as are mutually agreed with the employee.

33.2 Special leave granted under Clause 33.1 is in addition to any other leave to which an employee is entitled.

34. **Catastrophic Fire Days**

34.1 Each School will, through consultation with employees, determine procedures to apply when a catastrophic fire danger warning has been issued. The procedures will address matters including obligations of employees to attend the school when a catastrophic fire danger warning has been issued and the nature of any leave to be provided. Each School must develop (through a consultative process; i.e. Consultative Committee) a site specific policy and procedure which must be in place.

34.2 Each school will provide its procedures to the LSA.

35. **Family Violence Leave**

35.1 Principals acknowledge that employees in their schools need to feel supported if they find themselves a victim in a situation that involves family violence. Schools are already committed to supporting employees in these circumstances.

35.2 Principals acknowledge the trauma which family violence can cause and are committed to providing the most appropriate support to enable the employee to remain in paid employment and to help the employee feel safe and supported at work.

35.3 It is acknowledged that each family violence situation is different and therefore each request for support may well be different. Every request should be responded to without judgement or discrimination, bearing in mind that a range of provisions may be required including (but not

only) paid leave to attend appointments or move house, flexible working arrangements, modifications to working arrangements for personal security and arrangements which will ensure confidentiality where it is needed.

- 35.4 If an employee feels that satisfactory support arrangements have not been fairly applied to them, they can appeal to the designated Family Violence Liaison Officers at the Lutheran Schools Association (both genders). If a resolution cannot be found the employee has access to the dispute resolution procedure in this Agreement.

36. Ceremonial Leave

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

37. Opportunities for Part-Time Employment

- 37.1 Schools and employees recognise and support the opportunity for employees to achieve a suitable balance between work and other responsibilities.
- 37.2 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.
- 37.3 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. A Principal may reject a request for part-time work on reasonable business and education grounds.

38. Transition to Retirement Agreements

An employee may wish to transition to retirement through a reduction in time or other flexible arrangements. An employee wishing to transition to retirement in such a manner is encouraged to discuss the matter with their Principal with the objective of establishing an agreed transition to retirement plan.

39. 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 each School as part of the consultative process.

40. Employee Assistance Program

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

41. Provision of Facilities to Support Mothers with Infant Children

Each 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.

42. Immunisation from Infectious Diseases

42.1 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) Influenza

43. Health and Safety Legislation

43.1 Each School will adopt and implement the Safety Policy developed by the LSA.

43.2 In accordance with the Work Health and Safety Act 2012, a group of employees at a site should elect at least one health and safety representative to represent a workgroup.

43.3 Elected Health and Safety Representatives at each worksite will be allocated additional release time to enable them to effectively carry out their powers and functions as described by the act.

44. Employee Representation and Union Recognition

44.1 Union Recognition

The Schools and employees recognise that:

- (a) the IEU is the principal industrial representative of employees in Lutheran schools 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.

44.2 Union Access to Members and Other Employees

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

44.3 Union Communication

- (a) Employees and the IEU are free to exchange information relative to industrial matters affecting the employees' rights, obligations and conditions of employment, WHS and other legitimate matters of interest, without interference from the School.
- (b) To that end, material circulated to school staff via the postal system or by way of 'fax' shall be passed on to the relevant employee(s) promptly.
- (c) The School shall permit the posting of IEU notices on noticeboards within the School where they are likely to be accessed by employees
- (d) Communication including emails between the IEU 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

44.4 Accredited IEU School Representative

- (a) An accredited IEU School Representative is an employee who is a member of the IEU and is appointed by the other IEU members at the School.
- (b) Where a School has a Consultative Committee, an accredited IEU School representative shall be a member of the Committee. The accredited IEU representative may delegate this role to another IEU member who is an employee of the School.
- (c) The School representative will be permitted in working hours (other than Timetabled Time) to meet with the Principal or other School leaders on IEU business. These interviews must take place at a time and place convenient to both parties.

44.5 Union Training

- (a) The parties value union training and the skill that training may afford.
- (b) Schools will provide 1 day's paid release per year to the School's accredited IEU representative or other delegated member to attend union-organised training or conferences as part of the representative's Professional Learning Plan.
- (c) Any further training provided by the union for union representatives shall be undertaken at the employees' expense. That is, the IEU shall pay the School for any actual costs incurred for relief provided.
- (d) All members of the Consultative Committee are to be offered opportunities for training. Such training can be considered as School-required Professional Development.

44.6 Representation of Employees

- (a) Any IEU member is entitled to be accompanied or represented by an IEU representative (or other IEU member) at any meeting which occurs between that member and the Principal (or nominee, or other School representative).
- (b) At the time that any such meeting is arranged, the School shall inform the employee of their right to be accompanied or represented and shall encourage the employees to avail themselves of that opportunity.
- (c) Any employee who is asked to attend a meeting with the School (that touches upon their employment rights) shall be given sufficient time between the advising of the meeting and the scheduled meeting time, to make representational arrangements.

- (d) The employee is to have explained to them, at the point of notification, the purpose of the meeting and issues to be discussed so that they may seek advice about these in advance and discuss them with the Union representative.

44.7 This Clause shall be read in conjunction with Clause 6 Dispute Resolution Process.

44.8 Enterprise Bargaining Consultation

The Schools and employees recognise the desirability of an effective and efficient flow of information between employees and their representatives involved in enterprise bargaining negotiations.

44.9 Union Involvement in Staff Meetings

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

44.10 Meetings of IEU Members

- (a) Meetings of IEU members who are employed at a school may be held on school premises at times and places reasonably convenient to IEU members and to the School so that the work is not disrupted.
- (b) Employees have a right to meet without the Principal or other school leaders being present.

PART 4 - TEACHERS

This Part applies to all persons employed as teachers except persons employed as teachers or Directors in a DECD Affiliated Independent Kindergarten.

45. Charter for Teachers in Lutheran Schools

- 45.1 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.
- 45.2 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.
- 45.3 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.

45.4 CHARTER

Teachers in Lutheran schools are committed to:

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

46. Contract of Hiring

- 46.1 All teachers will be employed as continuing full-time, continuing part-time, fixed term or casual teachers, subject to the provisions in Clause 48 – Types of Employment.
- 46.2 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.
- 46.3 The conditions of employment outlined in Clause 48 cannot be altered except by mutual agreement between the School and the teacher or in accordance with Clause 65 – Redundancy.
- 46.4 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 48.6 (Casual Employment) except that the minimum of half day as prescribed in Clause 48.6(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.
- 46.5 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.
- 46.6 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 that the teacher is of sound health and free from any physical or mental impairment likely to impact the teacher's ability to perform the duties required. The School must pay for the cost of obtaining the certificate. The teacher shall approve the gender of the medical practitioner.

47. Probation

- 47.1 When an employee moves between Schools covered by this Agreement, there will be no probationary period.
- 47.2 All appointments of teachers will be regarded as probationary for the first 20 Term 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 continuing.
- 47.3 During the probationary period, the teacher will receive induction and other professional assistance as is deemed necessary by the School.
- 47.4 During the probationary period a teacher who is deemed by the School to be unsatisfactory is to be advised accordingly in writing and counselled.
- 47.5 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 Term Weeks.

- 47.6 During the probationary period a teacher who is not to be confirmed as continuing is to be given notice of termination as detailed in Clause 63 – Termination of Employment.
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48. Types of Employment

48.1 Categories of employment

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

- (a) Continuing Full time and Part time employment
- (b) Fixed Term employment
- (c) Casual employment

48.2 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 ie the teacher contact time will not exceed the load prescribed by Clause 49 – Workload and Hours of Work;
- (e) role description;
- (f) details of any co-curricular and extra-curricular commitment;
- (g) 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 48.4(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;
- (h) 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 cessation or event that determines cessation the employment.

48.3 Continuing Full-time employment

A full-time teacher is a teacher engaged to work a full teaching load as prescribed in Clause 49 – Workload and Hours of Work for an average of 38 ordinary hours per week averaged over the school year

48.4 Continuing Part-time employment

- (a) A part-time teacher is a teacher who is engaged to work on a regular basis for less than 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 48.4(c) above.
- (e) Notwithstanding Clause 48.4(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) A part-time teacher's hours will be timetabled within the following limits:

Up to and including 0.2 FTE	2 days or less
Above 0.2 but less than 0.4	3 days or less
At or above 0.4 but less than 0.6	4 days or less
At or above 0.6 but less than 0.8	4.5 days or less

If teachers have existing arrangements which are superior to these parameters, those arrangements will remain in place while FTE hours and subject allocations remain the same.

- (g) A 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 Clause 48.4 (g) (2), the School must provide seven 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 65.10 – Partial Redundancy shall also apply.
- (h) 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 such other times as are negotiated with the School.
- (5) Payment under this Clause 48.4(h) 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) A School cannot require a teacher to work a day in lieu of a public holiday.
- (7) If this Clause 48.4(h) is invoked by the School, at least 4 weeks' notice must be provided to the teacher.

48.5 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 leave, annual leave and annual leave loading. For engagements less than a full term, the employment will be as a casual pursuant to Clause 48.6.
- (e) A 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

A 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 a 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.

The fixed term will be for the period of leave and may be in excess of two years.

(2) Increases in enrolments

Where a 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 years

(3) Special projects and new curriculum trials

Where a 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 years.

(4) Filling of unforeseen vacancy

Where a 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 year.

For the purposes of this Clause, an 'unforeseen vacancy' is one arising from a teacher giving less than the period of notice required under the terms of the Clause 63 – Termination of Employment.

Where a school is located outside of a radius of 50 kilometres from the Adelaide GPO, this Clause 48.5(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 a continuing 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 2 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 arrangements

employed under this Clause for a subsequent contract will be deemed to be a continuing teacher, i.e. no longer on a fixed term contract.

- (5) Should the employment category of a teacher employed under this Clause 48.5 be changed to continuing, provision for a probation period will not apply. Such a teacher will be entitled to retain all accrued entitlements.
- (6) Where a School employs teachers pursuant to this Clause, the following limit shall apply except for replacement teachers:
 - (a) Primary Schools with:
 - Less than 200 students up to 2.0 FTEs
 - More than 200 students up to 4.0 FTEs
 - (b) Secondary Schools:
 - FTE for each 10 FTEs of teaching staff up to a maximum of 5.0 FTEs.

48.6 Casual employment

- (a) Casual employment means employment on a day-to-day basis for a period of not more than four consecutive term weeks.
- (b) A casual engagement may be extended by agreement between the teacher and the School provided the total period of the engagement does not exceed one school term.
- (c) A casual teacher will be paid for a minimum of half a day, which is half the usual timetabled time.
- (d) The contract may be terminated by either party with one day's notice.
- (e) 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.
- (f) 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:

$$\text{Daily Rate} = \text{GT2 Annual Salary} \times \frac{6}{313} \times \frac{1}{5} \times \frac{125}{100}$$

- (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 Clause 48.6(c) above).
- (3) Teachers engaged on a casual basis for 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%.

48.7 Teacher on long term leave /casual work

- (a) Teachers on approved long term leave without pay may undertake casual work i.e. as a Temporary Relief Teacher (TRT), subject to:

- (1) the provisions of Clause 62 Employment outside of the School if the causal work is for a school that is not the employer; and
- (2) the teacher will be paid in accordance with the provisions of Clause 48.6 and not in accord with Clause 46.4 if the School is the employer or another school covered by this agreement.

49. Workload and Hours of Work

- 49.1 A guide will be provided to the schools on the development of the Teacher Workload Agreement. Workload matters not specifically dealt with elsewhere in this Agreement are to be negotiated by the Consultative Committee at each School and shall be recorded in the 'Teacher Workload Agreement' for that school. The matters that may be included in the Teacher Workload Agreement at the school are
- (a) Student contact time as per Clause 49.22
 - (b) Co Curricular activities as per Clause 49.16
 - (c) Extra Curricular Activities as per Clauses 49.16, 49.17 and 49.18
 - (d) Class sizes as per Clause 49.23
 - (e) Measures to accommodate for workload allocations for some teachers at various times of the year that are either under or over the normal allocations at the School.
- 49.2 The Teacher Workload Agreement may not contain conditions that are less favourable than the benchmarks in this Clause.
- 49.3 Once the matters to be included in the Teacher Workload Agreement have been agreed by the Consultative Committee the following process will be followed:
- (a) Teaching staff shall have a minimum of seven (7) clear working days to review the proposed Teacher Workload Agreement before a ballot is taken to approve the agreement.
 - (b) The vote will be by secret ballot of the teachers and decided by a simple majority of votes cast.
 - (c) The documented agreement is to be signed by the Principal and an elected staff representative.
 - (d) If agreement about changes to the workload under this Clause cannot be reached, the status quo prior to commencement of negotiations will remain.
 - (e) Any concerns about the implementation of the Teacher Workload Agreement shall be addressed by the Consultative Committee.
 - (f) The Teacher Workload Agreement will be reviewed annually. The timing of the review will be determined by the Principal or members of the Consultative Committee. This should occur no later than the beginning of term 4 in any year to ensure schedules and timetables can be ready for the beginning of the following year.
 - (g) A copy of the reviewed and endorsed Teacher Workload Agreement for each school will be lodged with the LSA each year.

- (h) 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.
- 49.4 The following Clauses 49.5 to 49.22 supplement the NES in respect of maximum weekly hours.
- 49.5 Due to the operational requirements of a 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 and the teacher may refuse to work additional hours if they are unreasonable.
- 49.6 In determining whether additional hours are reasonable the following must be taken into account:
- (a) Any risk to the 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 overtime payments, 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 of the NES;
 - (j) Any other relevant matter.
- 49.7 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.
- 49.8 The maximum number of school days that a teacher will be required to attend during term weeks and non-term weeks will be 203 including gazetted public holidays during the scheduled term weeks in each school year.
- 49.9 The following circumstances are not included when calculating the 203 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) when the teacher has boarding house responsibilities and the teacher is performing those duties during term weeks and non-term weeks; and
 - (f) 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.
- 49.10 Each 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.
- 49.11 There shall be no School required professional development in non-term weeks other than
- (a) The 3 days prior to students commencing school at the beginning of Term 1 for professional development and planning activities.
 - (b) That time when a School decides to reduce the days of attendance of students in order to provide professional development to teachers, continuous to non-term weeks.
- 49.12 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 a 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.
- 49.13 The Schools and teachers recognise that teacher workload is a matter that needs to continue to be addressed at the individual School to meet its educational, institutional and community needs.
- 49.14 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.
- 49.15 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.
- 49.16 The Schools 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, student 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
- Religious Observances
eg 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)

The Consultative Committee in each workplace has the ability to vary or add to this list of activities that are specific to that workplace.

- (3) There shall be a co-curricular cap of 200 hours per annum, subject to the Teacher Workload Agreement and subject to a maximum of 130 hours per semester.
- (4) Consideration shall be given to spreading the hours on co-curricular activities evenly over the semester.
- (5) Contribution to the co-curricular cap while on camps will be deemed to be 17.5 hours for every 24 hours.
- (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.
- (c) Since extra-curricular activities are fundamental to the educational and cultural character of a School, teachers are expected to share in these activities to the extent of any balance left in the co-curricular workload cap.

- 49.17 If a School wishes to offer extra-curricular activities in addition to the Teacher Workload Agreement; staffing of such activities will occur with the agreement of interested staff. The workload of a teacher who does not volunteer to participate in such additional extra-curricular activities will not be increased above the co-curricular cap.
- 49.18 A 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.
- 49.19 In Schools where extracurricular programs are established, a schedule of compensation for participating teachers will be developed and reviewed annually.
- 49.20 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.
- 49.21 Part-time teachers are required to attend parent-teacher interviews.
- 49.22 Student Contact Time and Non-Contact Time for Full Time Teachers

(a) Primary Teachers

- (1) The maximum Student Contact for full time teachers per week shall be as shown in the table below. Teacher Workplace Agreements can vary this benchmark by up to ½ hour if there is a need (for example to connect with bus schedules)
- (2) The minimum Non-Contact Time in hours per week also known as Non-Instruction Time (NIT), shall be a minimum as shown in the table below:

Maximum Student Contact Time (hours per week)	Minimum Non-Contact Time (hours per week)	Maximum Total Timetable Time (hours per week)
24.5	3.0	27.5

- (3) Non-contact time for part time teachers shall be in proportion of hours worked to the full time equivalent.

(b) Secondary Teachers

- (1) The maximum number of student days in a school year is 200 (40 Term weeks).
- (2) The Maximum Time Tabled Time per week at a school shall be calculated using the formula:
Maximum Time Tabled Time (hours per week) = 40 x 28.125/(Actual number of Term weeks)
- (3) Maximum Student Contact Time per week shall be 80% (plus or minus 2%) of the school's actual Time Tabled Time.
- (4) Minimum Non-Contact Time per week will be 20%(plus or minus 2%) of the school's actual Time Tabled Time.
- (5) In the event that a teacher's workload is greater than that in 49.22(b)(3) during some of the year, then it will be addressed through the provisions in the Teacher Workload Agreement established in accordance with Clause 49.1 – 49.3.

- (6) The Maximum Student Contact Time and Minimum Non-Contact Time will be adjusted on a pro-rata basis for part time teachers.

Note: The following table gives the Maximum Student Contact Time and Minimum Non-Contact Time for a teacher in a school adopting the Maximum Time Tabled Time for its number of Term Weeks.

<i>Term weeks in year</i>	<i>Maximum Time Tabled Time hours per week</i>	<i>Maximum Student Contact Time hours per week</i>	<i>Maximum Non-Contact Time per week</i>
40	28 hour 8 minutes	22 hours 30 minutes	5 hours 38 minutes
39	28 hours 51 minutes	23 hours 5 minutes	5 hours 46 minutes
38	29 hours 36 minutes	23 hours 41 minutes	5 hours 55 minutes

- (c) Middle School Teacher

If the middle school timetable is linked to:

- (1) a primary school then the Student Contact Time and teacher non-contact time will be as for primary teachers,
- or
- (2) a secondary school (Y8 to Y12), then the Student Contact Time and Non-Contact Time will be as for secondary teachers

49.23 Class sizes

- (a) The optimum class size will be less than or equal to 28 students.
- (b) Practical classes in Middle and Senior Secondary Schools will be an appropriate number dependent on a risk assessment for the workspace and activity and Lutheran School Officers support provided. A risk assessment shall be conducted by the teacher in conjunction with the Principal or delegate.
- (c) Schools are to provide training to teachers and principals in risk assessment.

49.24 Report Writing

- (a) Teacher workload agreements will develop measures to support teachers for the significant amount of time that may be required by some staff for student report writing however called or structured in a school. For example, this could be by inclusion of release days for such, additional no contact time, no allocation of relief periods, crediting of co-curricular hours, meeting free periods or other compensatory measures as agreed
- (b) It is noted that some teachers due to loads/class sizes have higher workloads due to report writing and should be supported accordingly

50. Meal Breaks

- 50.1 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.

- 50.2 The meal break will be 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.
- 50.3 The meal break will be continuous and free of disruption scheduled by the School.
- 50.4 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;
 - (b) or on days when students remain indoors because of inclement weather.
- 50.5 This Clause will not operate so as to prevent a teacher undertaking activities with students or staff on a voluntary basis.
- 50.6 Where a teacher employed in an early childhood service is required to remain on the premises during the meal break, they will be entitled to a paid meal break of no more than 30 minutes, and no less than 20 minutes no later than 5 hours after commencing work.

51. Relief Lessons

51.1 Secondary Schools

- (a) In secondary Schools where students are absent from school, on camps, or excursions, teachers who would have been scheduled to teach the absent students may be rostered to provide replacement for the teachers who are absent with such students. This is a replacement lesson and will not be counted as a relief lesson.
- (b) Secondary teachers may be expected to provide relief for absent teachers up to a maximum of 8.0 hours per semester.
- (c) The maximum of 8.0 hours is not cumulative, but is to be contained within each semester, i.e., 2 x 8 hours cannot be applied across the full year.
- (d) In those schools where current practice is for fewer relief lessons to be scheduled, this Clause shall not be used to increase the relief provided.

51.2 Primary Schools

- (a) In primary Schools, teachers do not normally provide relief teaching in the usual course of work, with the exception of part-time teachers, for whom the arrangement constitutes a temporary increase in hours and who will be paid accordingly.

52. Staff Absences

- 52.1 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.
- 52.2 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.

53. Support for Early Career Teachers

- 53.1 As part of the Teacher Workload Agreement schools will make reference to an individual support plan with each Early Career Teacher for their first two years of practice. This will include time to meet with their mentor, observe other classes or undertake relevant professional learning at their own school or outside agencies.
 - 53.2 Early Career Teachers in their first year of service will be provided with one additional period of non-contact time of one lesson period per week.
 - 53.3 The additional non-contact time, unlike other non-contact time, is not discretionary but will be used for professional interaction with senior staff, specialist staff, mentors or any other purpose by agreement with the Principal.
 - 53.4 The additional non-contact time may be accumulated and used for larger activities with the approval of the Principal.
 - 53.5 Early Career Teachers shall receive training in undertaking risk assessments as part of their induction.
 - 53.6 Each Early Career Teacher in their first two years of practice will be appointed a mentor from the teaching staff. The mentor will be given one additional period of non-contact time to support the mentee, if the mentor is not allocated this time as part of PAR, Highly Accomplished Teacher (HAT) or Lead teacher responsibilities. The support for a PAR, HAT or Lead teacher to undertake the role will also be addressed in the Teacher Workload Agreement.
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54. Accreditation for Teachers in Lutheran Schools

- 54.1 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.
 - 54.2 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.
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55. Graduate Certificate in Religious Education

- 55.1 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.
 - 55.2 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.
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- 55.3 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 55.2 are to be paid a once only payment of \$1,200.

56. Professional Development

- 56.1 Teachers have a responsibility to maintain and improve their professional proficiency by participating in a variety of work-related developmental activities.
- 56.2 Schools have 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.
- 56.3 The Schools 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 discussion and negotiation with colleagues, and the person(s) designated by the School as “the supervisor(s)”, each teacher shall develop an approved Professional Learning 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.
 - (b) Where there is unresolved disagreement between the teacher and the supervisor on the appropriateness of the teacher’s Professional Learning Plan, the matter may be negotiated in accordance with the Dispute Resolution Process.
 - (c) The teacher shall maintain a portfolio, which contains documentation of professional development that matches the Professional Learning Plan.
- 56.4 Highly Accomplished (HAT) and Lead Teachers
- (a) Schools will provide support to teachers seeking to be accredited as Highly Accomplished or Lead Teachers.
 - (b) A teacher who is applying to be accredited as either a Lead Teacher or a Highly Accomplished Teacher will be entitled to be released from normal duties for two days per annum to work on the documentation.
 - (c) As a teacher passes every step of the accreditation process as either a Lead Teacher or Highly, Accomplished Teacher, they will be entitled to a reimbursement of 50% of the respective application fees.
 - (d) As participation in a project or initiative can be relevant to an application for accreditation, the applicant’s school will provide support in the implementation of a project proposal consistent with the needs of the School.

57. Performance Management

- 57.1 Schools, as learning communities, are committed to supporting the professional development of staff in line with the Performance Development Cycle.
- 57.2 Schools will put in place a process which includes the following:

- (a) Opportunities for self-appraisal and goal setting by teachers with reference to the Australian Professional Standards for Teachers
- (b) Consideration of the School's strategic goals in relation to individual professional learning goals
- (c) Development of a personal learning plan for individual teachers taking into account 57.2(a) and 57.2(b)
- (d) Supportive structures which will facilitate opportunities for collegial sharing, collegial feedback, observation, coaching and mentoring
- (e) Periodic reviews of staff plans and achievements

58. Positions of Additional Responsibility (PAR) for Teachers

The criteria and process for appointment to Positions of Additional Responsibility (formerly known as Positions of Responsibility or POR) are set out in Schedule 4.

59. Higher Duties

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.

60. Teacher in Charge

- 60.1 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.
- 60.2 This Clause shall not operate to the exclusion of the higher duties Clause of this Agreement.

61. Country Service Incentives

- 61.1 Country Incentives are payable to Teachers in Schools covered by this Agreement at Port Lincoln, Mt Gambier, Waikerie, Loxton, Maitland, Clare and Ceduna on the following basis:
 - (a) These cash incentives will accrue and be payable in December each year together with Annual Leave Loading.
 - (b) The payments will apply for each year of service at Schools listed above.
 - (c) The total annual cash incentive payments are detailed in Schedule 1.
 - (d) Cash incentive payment will not be paid for periods of leave without pay.
 - (e) Teachers employed on a part-time basis will be entitled to payment on a pro-rata basis in the same proportion as their fraction of time appointment.

- (f) Teachers employed for part of a year will be entitled to payment on a pro-rata basis in the same proportion as their time of service.

61.2 Teachers at Crossways Lutheran School, Ceduna are entitled to an extra day of paid leave on the last day of each term in recognition of the isolation of the School.

62. Employment Outside the School

62.1 A teacher 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.

62.2 Teachers must inform the Principal of any paid employment undertaken outside of the School.

63. Termination of Employment

63.1 Notice of Termination by School

- (a) A School may terminate the employment of a teacher by giving the teacher at least 7 weeks' notice in writing. However, a 12 week notice period will apply in circumstances where a teacher is made redundant.
- (b) Payment in lieu of notice must be made if the appropriate notice is not given.
- (c) The period of notice in this Clause does not apply in the case of:
 - (1) dismissal for conduct that at common law justifies instant dismissal;
 - (2) summary dismissal for serious neglect of duty, wilful or serious misconduct, refusal to obey any reasonable order, persistent absence from duty without proper cause;
 - (3) fixed term teachers;
 - (4) casual teachers.
- (d) Where a School has given notice of termination to a teacher, the teacher must be allowed up to one day's time off 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.

63.2 Notice of Termination by Teacher

- (a) In order to terminate his or her employment a teacher shall give the School at least 6 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 6 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 salary and allowances outstanding to the teacher equal to the length of time the notice was deficient.

63.3 Statement of Service

- (a) 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.
- (b) 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.
- (c) 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.

63.4 Holding of Entitlements to Long Service Leave and Personal Leave on Termination

- (a) When an employee's service with a School (the First School) terminates, the employee may, by written notice, require the First School not to make a payment to the employee in respect of accrued long service leave that would otherwise have been paid to the employee. If such a request is made, the First School must accede to the employee's request, and the following conditions will apply:
 - (1) if the employee gains employment with another School covered by this Agreement (the Second School) during the period of 12 months after the date that the employee's employment with the First School terminated, the employee's service with the First School will be deemed to be service with the Second School for the purpose of calculating long service leave entitlements;
 - (2) the period between the termination of employment with the First School and the commencement of employment with the Second School will not break continuity of service but will not count as service;
 - (3) the Second School will credit the employee upon commencement of employment with the same amount of personal leave that the employee had when their employment with the First School ceased;
 - (4) upon being notified by the Second School that the employee has commenced employment with the Second School, the First School will provide all necessary details about the employee's service and entitlements to long service leave and personal leave to the Second School;
 - (5) if, at the time of termination of employment with the First School the employee had an entitlement to payment in respect of long service leave (whether actual accrued leave or pro rata), the First School will pay the relevant monetary amount to the Second

School upon being notified that the employee has commenced employment with the Second School;

- (6) if the employee is not successful in gaining employment at another School covered by this Agreement within the above-mentioned 12 month period, the First School will, upon being notified of that fact by the employee, pay to the employee their entitlement in respect of long service leave (if any) and the employee's continuity of service will be extinguished.
- (b) Employees are responsible for obtaining their own financial or other advice, at their own cost, before deciding whether to invoke the provisions of Clause 63.4.
- (c) The Clause does not apply in the case of the termination of employment through redundancy where the employee receives a redundancy payment.

64. Disciplinary Action

64.1 Summary dismissal

- (a) If an employee:
 - (1) is guilty of serious and wilful misconduct;
 - (2) is persistently absent for duty without proper cause;
 - (3) is guilty of serious and wilful neglect of duty;
 - (4) refuses to obey any reasonable orderor 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.

64.2 Disciplinary action and dismissal in other circumstances

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.

- 64.3 The procedure detailed in Clause 64.2 above will be repeated over a period covering at least 2 school terms before notice of termination is given to the teacher.

65. Redundancy

- 65.1 "Redundancy" in this Clause 65 means the loss of employment due to the School no longer requiring the job the teacher has been doing to be performed by anyone or because of the insolvency of the School and "redundant" has a corresponding meaning.
- 65.2 This Clause 65 does not apply to teachers excluded from the application of Division 11 of Part 2-2 of Chapter 2 of the Act.
- 65.3 Where the School has made a definite decision that it no longer wishes the job the teachers have been doing, done by anyone and that decision may lead to termination of employment, the School must have discussions as soon as practicable with the teachers directly affected

and with their chosen representatives and the IEU(SA). Such discussions shall be in accord with Clause 7 – Consultation.

65.4 The discussions must include:

- (a) the reasons for the proposed terminations;
- (b) measures to avoid or minimise the terminations;
- (c) the criteria used for selection;
- (d) measures to mitigate the adverse effects of any terminations on the teachers concerned.

65.5 For the purposes of such discussion the School must as soon as practicable provide in writing to the teachers concerned and their chosen representatives and the IEU(SA), all relevant information about the proposed terminations, including:

- (a) the reasons for the proposed terminations;
- (b) the number and category of teachers likely to be affected;
- (c) the number of teachers normally employed;
- (d) the period over which the terminations are likely to be carried out.

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

65.6 Period of notice of termination on redundancy or partial redundancy

- (a) If the services of a teacher are to be terminated due to redundancy then the teacher must be given written notice that in 12 weeks' time the position occupied by the teacher will be declared redundant or partially redundant.
- (b) Any entitlement to annual leave will be in addition to the notice period.
- (c) If the School fails to give notice of termination as required the School must pay to the teacher the ordinary rate of pay for a period being the difference between the notice given and that required to be given. 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 teacher and will be deemed to be service with the School for the purposes of the Long Service Leave Act 1987.
- (d) If alternative employment cannot be provided at the end of the 12 weeks' specified above, the School may terminate the employment of the teacher. The notice of termination must be in writing and must be accompanied by copies of all written endeavours to locate alternative employment.

65.7 Time off during notice period

During the period of notice of termination given by the School, the School must attempt to provide for the continuing employment of the teacher by granting reasonable paid leave of

absence, of at least one day, to the teacher being retrenched for the purpose of seeking other employment.

65.8 Redundancy pay

- (a) In addition to the period of notice prescribed for termination in Clause 63.1 Notice of Termination by School, a teacher 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:

12 weeks' salary plus 1 weeks' salary for each year or part year of continuous service with the School up to a maximum of 12 weeks. (Total maximum is 24 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 on the last working day of employment.
- (c) The teacher must be provided with a statement detailing how the monetary entitlement was calculated.
- (d) The teacher must be provided with a work reference including the reason for the termination of employment, the length of service and an evaluation of the work performed in that time.
- (e) If a teacher is entitled to be paid an amount of redundancy pay by the School under this Clause 65.8, and the School obtains other acceptable employment for the teacher, or cannot pay the amount, the School may make application to the 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 the Fair Work Commission considers appropriate. If such a determination is made, the amount of redundancy pay to which the teacher is entitled is the reduced amount specified in the determination.
- (f) A teacher is not entitled to redundancy pay under this Clause 65.8 if the circumstances are as set out in section 122(2) of the 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 Act (which relates to a teacher 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 Act.

65.9 Teacher leaving during notice period

A teacher whose employment is terminated on account of redundancy may terminate the teacher's employment during the 12 week period provided in Clause 65.6(a) by the giving of at least one weeks' notice in writing. In this case, the teacher is entitled to the same benefits and payments under Clause 65.8 as if remaining with the School until the expiry of the notice period. The teacher is not entitled to payment in lieu of notice. The teacher will not be entitled to payment of salary beyond the resignation date.

65.10 Partial redundancy

- (a) Where a teacher is transferred to lower paid duties by reason of redundancy, the teacher must be given 12 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 a teacher is given notice of partial redundancy, the teacher may within one month of receipt of such notice elect to declare the position wholly redundant in which case all provisions of Clause 65.8 in relation to total redundancy will apply.
- (c) Where partial redundancy is accepted by a teacher a pro-rata compensatory redundancy payment in accordance with Clause 65.8(a) will be provided to the teacher at the date when the partial redundancy takes effect.

65.11 If a part-time teacher's hours are reduced, without their consent, the teacher will be entitled to the provisions of this Clause.

66. Annual Leave

66.1 Entitlement to annual leave

- (a) Annual leave is provided for in the NES. This Clause 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.

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

67. Pro-rata Payment of Salary Inclusive of Annual Leave

67.1 This Clause incorporates the NES entitlement with respect to annual leave.

67.2 The provisions of this Clause 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 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.

67.3 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.

67.4 Termination of employment

A teacher will be entitled on termination of employment to a payment calculated in accordance with this Clause 67.

67.5 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 67.3 and will receive no salary or other payment until the resumption of Term 1 in the following School Year.

67.6 Teachers who take approved leave without pay

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

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

67.7 If the teacher returns early from leave any payment under Clause 67.6(b)(1) will be taken into account in calculating the amount owed to the teacher at the end of the last term week in that year.

68. Annual Leave Loading

68.1 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) at the time that the teacher is paid annual leave or pro-rata annual leave; or
- (b) on the termination of employment by either party.

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

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

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:

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

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

68.3 A teacher is entitled to a payment of a loading equivalent to 17.5% of four weeks' annual leave payment, up to a maximum of the Australian Bureau of Statistics average weekly total earnings of all males applicable to the period (currently quarterly) that contains the month of March in the school year in which the payment is made.

69. Non-Term Weeks and Annual Leave not to be Part of Long Service Leave

This Clause 69 varies the provisions of the Long Service Leave Act 1987 (SA) such that non-term weeks and the annual leave period following the end of term 4 are not to be counted as a part of long service leave for teachers.

70. Deferred Salary Scheme (Formerly Sabbatical Leave)

70.1 Teachers may apply to have additional leave and their salary payments deferred in accordance with the provisions of this Clause.

70.2 Eligibility

- (a) Teachers who have been employed within Schools covered by this Agreement for a minimum of two (2) years of continuous service.
- (b) Full-time and part-time teachers are eligible to apply.
- (c) The decision by a 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 a School has approved an application under this Clause, the School cannot withdraw from the arrangement.

70.3 Period of Leave

- (a) The period of leave will be for twelve (12) months, from 1 February to 31 January of the subsequent year.
- (b) Participants will not be able to return to a position at the same School during the 12 month leave period.
- (c) Should employment as a teacher be pursued within a School covered by this Agreement, the teacher may undertake relief or contract work.
- (d) 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.
- (e) A participant may defer the taking of leave under this Clause by agreement with the School. The payment of salary arrangements shall continue unless there is agreement to suspend contributions, as provided by Clause 70.5.

70.4 Payment of Salary

- (a) The additional leave is funded by the teacher who defers the payment of salary by reducing his or her normal annual wage or salary by 20% and taking the additional leave in the fifth year. Alternatively, the teacher can elect to reduce his or her normal salary by 10% and take the additional leave in the tenth year. The teacher 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 a teacher'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.

70.5 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.

70.6 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 vests in the participant's personal representative.

70.7 Long Service Leave, Personal 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) If a participant becomes eligible for long service leave during the fourth year (or ninth year) of the deferred salary scheme, the long service leave entitlement will further be deferred and taken in the fifth year (or tenth year) of the scheme or taken in the final term/semester of the fourth year (or ninth year) of the scheme, or the first term/semester of the sixth year (or eleventh year).
- (c) A participant who has personal leave credits and has need of personal leave during the first 4 years (or 9 years), will be paid at 80% (or 90%) of the normal salary.
- (d) If during the period of leave under this Clause, a participant who has personal leave credits and has suffered an illness or injury, the participant will be entitled to claim personal leave paid at 80% (or 90%) of the normal salary.

70.8 Superannuation

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

70.9 Income Protection Insurance

- (a) Salary Continuance Insurance shall be negotiated between the insurer and insured.

70.10 Fund Management

- (a) The scheme will be managed by the Lutheran Schools Association. During the four-year (or nine-year) accrual period, the schools will remit 20% (or 10%) of salary foregone to the Lutheran Schools Office 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 participant's School for payment through the School's payroll.
- (c) All contributions to the scheme are guaranteed by the Lutheran Schools Association.

70.11 Portability

- (a) Teachers are able to maintain their participation in the Deferred Salary Scheme should they transfer their employment between schools covered by this Agreement.
- (b) The teacher is obliged to notify the Principal prior to appointment of their participation in the Deferred Salary Scheme and the date that leave is due to be taken.
- (c) Participation in the Deferred Salary Scheme will not impede an application for employment in a school covered by to this Agreement.

70.12 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 teacher of the result of their applications by 31 October of the same year.

70.13 Taxation Ruling

The Australian Taxation Office has released a Class Ruling (CR2003/75) "Income tax: Deferred Salary Payment Agreement for Sabbatical Leave Scheme by teachers at Lutheran Schools and Kindergartens in South Australia". This Class Ruling provides details how taxation on the deferred Salary Payment is to be treated.

PART 5 - LUTHERAN SCHOOL OFFICERS

This Part applies to all persons not employed as teachers except persons employed as Early Childhood Workers in a DECD Affiliated Independent Kindergarten.

71. Contract of Hiring

- 71.1 All Lutheran School Officers will be employed as a continuing full-time, continuing part-time, fixed term or casual Lutheran School Officer, subject to the provisions in Clause 73.
- 71.2 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 that the Lutheran School Officer is of sound health and free from any physical or mental impairment likely to impact the Lutheran School Officer's ability to perform the duties required. The School must pay for the cost of obtaining the certificate. The Lutheran School Officer shall approve the gender of the medical practitioner.
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72. Probation

- 72.1 When an employee moves between Schools covered by this Agreement, there will be no probationary period.
- 72.2 A new Lutheran School Officer may be employed for a probationary period not exceeding 12 Working Weeks. Unless there is written agreement to the contrary, the appointment will be deemed to be continuing 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 20 Term Weeks.
 - (d) During the probationary period a Lutheran School Officer who is not to be confirmed as continuing is to be given notice of termination as detailed in Clause 85 – Termination of Employment.
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73. Types of Employment

- 73.1 Category of Employment
- (a) Employees employed as Lutheran School Officers will be employed in one of the following categories:
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- (1) Continuing full time and part time
- (2) Fixed Term
- (3) Casual

73.2 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 73.1)
 - (3) The salary applicable on commencement
 - (4) The normal hours of work
 - (5) The number of ordinary hours per week and weeks per year and
 - (6) The role description (in accord with the provisions of Schedule 6) setting out the work the Lutheran School Officer is expected to perform.

73.3 Continuing Full-time

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 81 – Ordinary Hours of Work for 52 weeks per year, less the period of 4 weeks annual leave.

73.4 Continuing Part-time

- (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 81 – Ordinary Hours of Work, or
 - (2) a specified number of weeks less than 52 weeks per year (less four 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.
- (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 Clause 73.4(d) may be varied by agreement between the School and the Lutheran School Officer. Any such variation will be recorded in writing.

73.5 Fixed Term Employment

- (a) Fixed term employment is where a Lutheran School Officer is engaged with a specific start 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 leave, annual leave and annual leave loading. For engagements less than a full term, the employment will be as a casual. (refer Clause 73.6)
- (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
 - (A) A 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.
 - (B) Before a 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.
 - (C) A 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 a 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 a 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
 - (A) Where a School wishes to fill an 'unforeseen vacancy', pending filling of the vacancy on a continuing basis, it may employ a Lutheran School Officer for a fixed term to a maximum of one year.
 - (B) For the purposes of this Clause 73.5(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 85 – Termination of Employment.

(C) Where a school is located outside of a radius of 50 kilometres from the Adelaide GPO, this Clause 73.5(d)(4) may be invoked where the Lutheran School Officer gives less than one full term's notice.

(D) 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, a 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 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; or

(B) to fill a vacancy of limited tenure arising from external funding

employed for a subsequent contract under this Clause 73.5 will be deemed to be a continuing Lutheran School Officer, i.e. no longer on a fixed term contract.

73.6 Casual Employment

(a) A casual Lutheran School Officer is an employee 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) The contract of engagement may be terminated by either party with one day's notice. If the required notice is not given, the School must pay or the Lutheran School Officer must forfeit the salary which would have been payable for the notice period.

(d) A casual Lutheran School Officer will be paid an hourly rate of the weekly rate for the Lutheran School Officer's classification divided by 37.5, plus 25%.

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

74. Junior Lutheran School Officers

- 74.1 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.
- 74.2 Casual Junior Lutheran School Officers are entitled to receive a pay slip within one day of being paid.
- 74.3 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.
- 74.4 Casual Junior Lutheran School Officers' shift may be terminated by giving one hour's notice.
- 74.5 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.

75. Classifications

- 75.1 All Lutheran School Officers appointed as Lutheran School Officers are to be classified in accordance with Schedule 6 – Classification Structure for Lutheran School Officers.
- 75.2 The Principal will determine the classification level by reference to the evaluation factors and indicative duties in Schedule 6.
- 75.3 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.

76. Staff Absences

- 76.1 When a Lutheran School Officer is absent for more than three days and that absence is unplanned, the remaining Lutheran School Officers will not normally be required to carry out the duties of the absent Lutheran School Officer.
- 76.2 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.

77. Professional Development and Training

- 77.1 On application to the Principal, Lutheran School Officers may access up to 5 days of work related professional development or training per school year.
- 77.2 The cost of the training is to be met by the School.
- 77.3 If the training occurs at a non-scheduled work time, then the Lutheran School Officer will have the choice of being paid at their normal hourly rate of pay, or 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 at the School of the Lutheran School Officer is critical.

- 77.4 Principals are to encourage participation in and actively offer professional development to Lutheran School Officers.

78. Performance Management

- 78.1 Schools are committed to ensuring that all Lutheran School Officers have a current, accurate Role Description that is supported with appropriate professional development and training, where staff plans and achievements are periodically reviewed to ensure they are consistent with the school's strategic goals.
- 78.2 Schools will put in place a process which is appropriate to an individual's:
- (a) Classification;
 - (b) Stream; and
 - (c) Current role description
- 78.3 The process will be in line with the requirements of Clause 89.2, namely a biennial role review and agreed by the two parties.

79. Meal Breaks - Other Than Boarding House Supervisors

- 79.1 A Lutheran School Officer must not work more than 5 hours in any one day without a meal break of not less than 30 minutes nor more than one hour.
- 79.2 The meal break will not count as time worked.
- 79.3 The School must allow a Lutheran School Officer a morning tea break of 15 minutes duration which will be counted as time worked.

80. Breaks between Periods of Duty

- 80.1 A Lutheran School Officer will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- 80.2 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.
- 80.3 The entitlements in Clauses 80.1 and 80.2 do not apply to:
- (a) boarding house supervisors, where the periods of duty are continuous with a sleep over;
 - (b) a Lutheran School Officer who is provided with accommodation on the School's premises or in the vicinity of the School's premises;
 - (c) a Lutheran School Officer who is attending a School camp or excursion; or
 - (d) a Lutheran School Officer working a broken shift.

81. Ordinary Hours of Work

- 81.1 Subject to this Clause, a full-time Lutheran School Officer's ordinary hours of work will be 37.5 per week. The ordinary hours of work for a part-time or casual Lutheran School Officer will be in accordance with Clause 73 – Types of Employment.
- 81.2 The ordinary hours of work in Clause 81.1 may be averaged over a period of a fortnight or 4 weeks. The exception to this is Lutheran School Officers within the Resources career stream employed in outdoor education, and Lutheran School Officers within the boarding house career stream, whose hours of work may be averaged over a period of up to 12 months. Where a Boarding House Supervisor's hours of work are averaged over a period of 12 months, they will be paid the applicable annual rate in Schedule 5 for all weeks of the year, excluding periods of unpaid leave provided for in this Agreement or the NES, and Clauses 97 (Overtime – Lutheran School Officers Other Than Boarding House Supervisors) and 98 (Shiftwork) will not apply.
- 81.3 The ordinary hours of work will be worked on no more than 5 days in any 7 days and may be worked as follows:
- (a) On any day from Monday to Friday between 8.00 am and 6.00 pm for Lutheran School Officers other than those referred to below.
 - (b) On any day from Monday to Friday between 6.00 am and 6.00 pm for Lutheran School Officers within the 'Services' career stream in the following groups:
 - (1) construction, plumbing, carpentry, painting and other trades;
 - (2) cleaning, maintenance, school facilities management;
 - (3) bus driving, non-trade vehicle maintenance.
 - (c) On any day from Monday to Friday between 6.30 am and 6.30 pm for Lutheran School Officers in preschool, childcare, and out of school hours care services.
 - (d) On any day from Monday to Friday between 6.00 am and 6.00 pm and on Saturday between 6.00 am and 12 noon for gardening, turf maintenance and farming Lutheran School Officers within the Services career stream.
 - (e) On any day Monday to Sunday between 6.00 am and 6.00 pm for the following Lutheran School Officers:
 - (1) boarding house;
 - (2) Lutheran School Officers within the Services career stream in security or caretaking, cooking, catering, housekeeping and laundry services;
 - (f) Work performed outside of ordinary working hours is payable at overtime rates, except that Lutheran School Officers within the Services career stream in cooking or catering rostered to work ordinary hours on a Saturday 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%.

82. Rostered Days Off – Other Than Boarding House Supervisors

- 82.1 Rostered days off arrangements will exist only where there is specific agreement between a School and Lutheran School Officers.

- 82.2 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.
- 82.3 By agreement between a Lutheran School Officer and the School, rostered days off may be accumulated to a maximum of five and taken in a manner agreed between the School and the Lutheran School Officer.

83. Variation to Working Periods

- 83.1 If a 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.
- 83.2 If a 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 5.
- 83.3 The additional casual work will not count as service for determining leave entitlements.

84. Employment Outside the School

- 84.1 A Lutheran School Officer 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.
- 84.2 There is an expectation that Lutheran School Officers will notify the school of any paid employment undertaken outside of the School.

85. Termination of Employment

85.1 Notice of Termination by School

- (a) A School may terminate the employment of a Lutheran School Officer by giving the Lutheran School Officer the following notice:

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

In addition to the notice set out above, a Lutheran School Officer over 45 years of age at the time of the giving of notice with not less than 2 years continuous service is entitled to additional notice of 1 week.

- (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 does not apply in the case of:
- (1) dismissal for conduct that at common law justifies instant dismissal;

- (2) fixed term Lutheran School Officers;
- (3) casual Lutheran School Officers.

85.2 Time off During Notice Period

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 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.

85.3 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.

85.4 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.

85.5 Notice of Termination by Lutheran School Officer

- (a) In order to terminate employment a Lutheran School Officer must give the School at least one weeks' notice if their period of continuous service at the end of the day the notice is given is not more than one year, and otherwise the Lutheran School Officer must give at least 2 weeks' notice.
- (b) If the required notice is not given, the School may withhold from any salaries and allowances due to the Lutheran School Officer on termination under this Agreement or the NES, an amount not exceeding the amount the Lutheran School Officer would have been paid under this Agreement in respect of the period of notice required by this Clause less any period of notice actually given by the Lutheran School Officer.
- (c) The School may, where reasonable cause exists, reduce or waive the required period of notice.

85.6 Holding of Entitlements to Long Service Leave and Personal Leave on Termination

- (a) When an employee's service with a School (the First School) terminates, the employee may, by written notice, require the First School not to make a payment to the employee in respect of accrued long service leave that would otherwise have been paid to the

employee. If such a request is made, the First School must accede to the employee's request, and the following conditions will apply:

- (1) if the employee gains employment with another School covered by this Agreement (the Second School) during the period of 12 months after the date that the employee's employment with the First School terminated, the employee's service with the First School will be deemed to be service with the Second School for the purpose of calculating long service leave entitlements;
 - (2) the period between the termination of employment with the First School and the commencement of employment with the Second School will not break continuity of service but will not count as service;
 - (3) the Second School will credit the employee upon commencement of employment with the same amount of personal leave that the employee had when their employment with the First School ceased;
 - (4) upon being notified by the Second School that the employee has commenced employment with the Second School, the First School will provide all necessary details about the employee's service and entitlements to long service leave and personal leave to the Second School;
 - (5) if, at the time of termination of employment with the First School the employee had an entitlement to payment in respect of long service leave (whether actual accrued leave or pro rata), the First School will pay the relevant monetary amount to the Second School upon being notified that the employee has commenced employment with the Second School;
 - (6) if the employee is not successful in gaining employment at another School covered by this Agreement within the above-mentioned 12 month period, the First School will, upon being notified of that fact by the employee, pay to the employee their entitlement in respect of long service leave (if any) and the employee's continuity of service will be extinguished.
- (b) Employees are responsible for obtaining their own financial or other advice, at their own cost, before deciding whether to invoke the provisions of Clause 85.6.
- (c) The Clause does not apply in the case of the termination of employment through redundancy where the employee receives a redundancy payment.

86. Disciplinary Action

86.1 Summary dismissal

- (a) If an employee:
- (1) is guilty of serious and wilful misconduct;
 - (2) is persistently absent for duty without proper cause;
 - (3) is guilty of serious and wilful neglect of duty;
 - (4) refuses to obey any reasonable order
- 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.

86.2 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.
- (b) The particulars given under Clause 86.2(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 85.1 Notice of Termination by School.

87. Redundancy

87.1 Definition

"Redundancy" in this Clause means the loss of employment due to the School no longer requiring the job the Lutheran School Officer has been doing to be performed by anyone or because of the insolvency of the School and *"redundant"* has a corresponding meaning.

87.2 Exclusions

- (a) This Clause does not apply to employees with less than one year's continuous service. The general obligation of the School is no more than to comply with Clause 7 – Consultation and to give such Lutheran School Officers an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by such Lutheran School Officers of suitable alternative employment.
- (b) This Clause does not apply to Lutheran School Officers excluded from the application of Division 11 of Part 2-2 of Chapter 2 of the Act.

87.3 Discussions Before Termination

- (a) Where the School has made a definite decision that it no longer wishes the job the Lutheran School Officers have been doing done by anyone and that decision may lead to termination of employment, the School must have discussions as soon as practicable with the Lutheran School Officers directly affected and with their chosen representatives and the IEU(SA). Such discussions shall be in accord with Clause 7 – Consultation.

The discussions must include:

- (1) the reasons for the proposed terminations;
 - (2) measures to avoid or minimise the terminations;
 - (3) criteria used for selection; and
 - (4) measures to mitigate the adverse effects of any terminations on the Lutheran School Officers concerned.
- (b) For the purposes of such discussion the School must as soon as practicable provide in writing to the Lutheran School Officers concerned and their chosen representatives, all relevant information about the proposed terminations, including:

- (1) the reasons for the proposed terminations;
- (2) the number and categories of Lutheran School Officers likely to be affected;
- (3) the number of Lutheran School Officers normally employed; and
- (4) the period over which the terminations are likely to be carried out.

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

- (c) The School must attempt to provide for the continuing employment of the Lutheran School Officers concerned by:

- (1) granting reasonable paid leave to the Lutheran School Officers to attend interviews for alternative employment;
- (2) taking all reasonable steps to provide opportunities for retraining and educating the Lutheran School Officers in new skills and techniques to maximise employment opportunities in the industry.

87.4 Period of Notice of Termination on Redundancy

- (a) If, within 2 weeks of the notification in sub-Clause 87.3(b) alternative employment cannot be provided for or gained by the Lutheran School Officer, then the School may terminate the employment of the Lutheran School Officer in accordance with the notice provisions of Clause 85.1.
- (b) Lutheran School Officers to whom notification of termination of service is to be given on account of the introduction or proposed introduction by the School of technological change in the industry in relation to which the School is engaged must be given not less than 3 months' notice of termination
- (c) If the School fails to give notice of termination as required the School must pay to the Lutheran School Officer the ordinary rate of pay for a period being the difference between the notice given and that required to be given. The period of notice to be given is deemed to be service with the School for the purpose of the Long Service Leave Act 1987 (SA).

87.5 Time off During Notice Period

During the period of notice of termination given by the School, a Lutheran School Officer is entitled to reasonable time off, of at least one day, without loss of pay for the purpose of seeking other employment.

87.6 Redundancy Pay

- (a) The amount of the redundancy pay equals the total amount payable to the Lutheran School Officer for the redundancy pay period worked out in accordance with the following table at the Lutheran School Officer's base rate of pay for the Lutheran School Officer's ordinary hours of work.

Redundancy pay period	
Lutheran School Officer's period of continuous service with the School on termination	Redundancy pay period

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	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years	16 weeks

- (b) The redundancy payment must be added to annual leave pay, annual leave loading, long service leave entitlements and any other entitlements and paid in a lump sum on the last day of employment.
- (c) If a Lutheran School Officer is entitled to be paid an amount of redundancy pay by the School under Clause 87.6(a), and the School obtains other acceptable employment for the Lutheran School Officer, or cannot pay the amount, the School may make application to the 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 the Fair Work Commission considers appropriate. If such a determination is made, the amount of redundancy pay to which the Lutheran School Officer is entitled is the reduced amount specified in the determination.
- (d) A Lutheran School Officer is not entitled to redundancy pay under Clause 87.6(a) if the circumstances are as set out in section 122 (2) of the 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 Act (which relates to a Lutheran School Officer 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 Act.

87.7 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 Lutheran School Officer's employment;
- (b) details of the monetary entitlements of the Lutheran School Officer upon termination of the Lutheran School Officer's employment including the manner and method by which those entitlements have been calculated;

- (c) advice as to the entitlement of the Lutheran School Officer 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 Lutheran School Officer if the Lutheran School Officer terminates his or her employment during the period of notice.

87.8 Leaving During Notice Period

A Lutheran School Officer whose employment is terminated on account of redundancy may terminate their employment during the period of notice by giving at least one weeks' notice in writing. In this case, the Lutheran School Officer is entitled to the same benefits and payments under Clause 87.6 as if remaining with the School until the expiry of the notice period. The Lutheran School Officer is not entitled to payment in lieu of notice.

87.9 Partial redundancy and transfer to lower paid duties

- (a) Where a Lutheran School Officer whose job has become partially redundant and is offered and accepts alternative work arrangements by the School, the rate of pay for which is less than the rate of pay for the former position, the Lutheran School Officer is entitled to 12 weeks' notice of a reduction in pay as well as a pro rata redundancy payment under clause 87.6 at their pre-reduction rate. The School may pay in lieu of notice an amount equal to the difference between the former rate of pay and the new lower rate of pay for the number of weeks still owing.
- (b) The Lutheran School Officer may within two (2) weeks of being made partially redundant and being offered the alternative position, elect to declare their redundant position wholly redundant in which case all provisions of this Clause 87 in relation to total redundancy will apply with payment for the pro rata notice period and redundancy pay at their pre-reduction rate.

87.10 If a part-time Lutheran School Officer's hours are reduced, without their consent, the Lutheran School Officer will be entitled to the provisions of Clause 87.9.

88. Role Description

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

89. Reclassification and Role Review

89.1 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 95 (Higher Duties).
- (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 role 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 an assessment panel must be convened to determine the application.
- (f) The assessment panel will comprise:
 - (1) a representative nominated by the School;
 - (2) a representative nominated by the employee applicant;
 - (3) a member of the Fair Work Commission appointed by the President of the Fair Work Commission.
- (g) If the application is successful the Lutheran School Officer must be placed on an incremental step in the salary range appropriate to the new classification.
- (h) The date of operation of a successful application must be no later than 3 months after the date of written application by the Lutheran School Officer.
- (i) Where the School or a Lutheran School Officer is not satisfied with the decision of the assessment panel then the dispute resolution procedure will be invoked in accordance with Clause 6 – Dispute Resolution Process.

89.2 Role Review

- (a) 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 role description is accurate and conforms with the classification levels set out in Schedule 6.
- (b) If an agreed Role description is not achieved within eight working weeks of the anniversary date, then the Dispute Resolution process may be invoked.

90. Salaries

- 90.1 Lutheran School Officers are entitled to progress to the next higher incremental step (if any) in the salary scale after each 12 month period, i.e. on the anniversary of appointment.
- 90.2 If a Lutheran School Officer requests, salaries are payable in advance during annual leave periods.
- 90.3 All fulltime salaries detailed in Schedule 5 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.
- 90.4 Salaries for all Lutheran School Officers (other than Boarding House Supervisors, Lutheran School Services Staff and 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:

(1) If paid for the whole year, 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

(2) 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) Lutheran School Boarding Staff must substitute the denominator of 43 instead of 48 in the above formulas.
- (B) 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.
- (C) If an employee is engaged for shift work, the annual leave is 5 weeks, consequently calculations in this Clause above are to be modified accordingly.

91. Salaries - Junior Lutheran School Officers

91.1 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

92. On Call and Recall Allowance

92.1 On Call Allowance

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.

92.2 Recall Allowance

A Lutheran School Officer recalled to duty at the workplace will be paid a minimum of two hours at the appropriate overtime rate where that duty is not continuous with their ordinary hours of duty.

92.3 Exceptions

The on call and recall allowances do not apply to:

- (a) Boarding House Supervisors paid a sleepover allowance in accordance with Clause 101 Conditions of Employment - Boarding House Supervisors.
- (b) 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.

93. Public Holidays

93.1 Public holidays are provided for in the NES.

93.2 An employee required to work on a public holiday will be paid at the rate of 250% for ordinary hours performed, unless the School and the employee have agreed to the employee taking a day off instead of payment in which case the employee will be paid at the ordinary time rate for work on the public holiday.

94. First Aid Allowance

94.1 A Lutheran School Officer who is nominated by the School to perform first-aid duties and holds a current recognised first-aid certificate or equivalent qualification will be paid a taxable allowance per Schedule 5.

95. Higher Duties

95.1 Subject to Clause 81.2 a Lutheran School Officer who is required to perform duties applicable to a classification higher than that of the Lutheran School Officer exceeding five 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.

- 95.2 Where the Lutheran School Officer is employed under the services career stream, and performs those duties for one 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.

96. Penalty Rates (Not Including Shiftwork)

96.1 Saturday and Sunday work

- (a) A Lutheran School Officer other than a Lutheran School Officer covered by Clause 96.1(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, or a Boarding House Supervisor who is not working averaged hours in accordance with the provisions of Clause 81 – Ordinary Hours of Work, 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.

- 96.2 The penalty rates within this Clause 96 and in Clause 97 – 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.

97. Overtime – Lutheran School Officers Other Than Boarding House Supervisors

- 97.1 Lutheran School Officers who are classified as Grade 5 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.
- 97.2 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 in accordance with the provisions of Clause 81.2, an additional 50% of ordinary time rate;
 - (b) for time worked Monday to Friday outside of the ordinary hours of work as provided in Clause 81.3, an additional 50%;
 - (c) for time worked on a Saturday up to 12 noon, an additional 50%; except the penalty rates will be in accord with Clause 81.3(f) for some Lutheran School Officers in the services stream;
 - (d) for time worked on a Saturday after 12 noon or on a Sunday, an additional 100%; except the penalty rates will be in accord with Clause 81.3(f) for some Lutheran School Officers in the services stream;
 - (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 the majority 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.

- 97.3 Lutheran School Officers who are required by the School to attend School functions out of hours must be paid overtime in accordance with Clause 97.2.
- 97.4 A Lutheran School Officer may, at the employee's election, take payment or time-in-lieu of work performed outside the employee's normal hours or overtime. The time in lieu will attract the same penalty loadings as the overtime detailed in Clause 97.2.

98. Shiftwork – Not Including Boarding House Supervisors

98.1 Ordinary hours for shiftwork

The ordinary hours for shiftwork will:

- (a) be worked continuously each shift (except for broken shifts and meal breaks);
- (b) not exceed 10 hours, inclusive of a meal break in any single shift; and
- (c) be rostered in accordance with Clause 98.5.

98.2 Definitions

The following shift definitions apply:

- (a) day shift is a shift which commences and ceases wholly within the spread of ordinary hours identified in Clause 81 – Ordinary Hours of Work;
- (b) afternoon shift is a shift which is not a day shift and which finishes after the ordinary hours identified in Clause 81 – Ordinary Hours of Work; 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.

98.3 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.

98.4 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.
- (d) The provisions of Clause 98.4(c) do not apply to a Boarding House Supervisor who is provided with reasonable accommodation including living quarters, fuel and light, and available to the Lutheran School Officer for their exclusive use for 52 weeks of the year, at no cost to the Lutheran School Officer.

98.5 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 97 – Overtime.
- (c) A roster may be altered by mutual consent at any time or by amendment of the roster by the School on seven days' notice.
- (d) Notwithstanding Clause 98.5(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.

99. Travel Time

- 99.1 If a Lutheran School Officer is required to travel outside of the Lutheran School Officer's specified working hours in the course of performing his or her duties and that travel occupies more than one hour, then any travel time in excess of one hour shall be classified as working time.
- 99.2 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 97.4 – Overtime.

100. Annual Leave

- 100.1 Entitlement to annual leave
 - (a) Annual leave is provided for in the NES. This Clause 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.

100.2 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.

100.3 Boarding House Supervisors

Boarding House Supervisors are entitled to 9 weeks annual leave for each completed year of continuous service. The leave is inclusive of any public holiday which falls within it.

100.4 Annual leave loading

- (a) A Lutheran School Officer is entitled to a payment of a loading equivalent to 17.5% of four weeks' annual leave payment, up to a maximum of the Australian Bureau of Statistics average weekly total earnings of all males applicable to the period (currently quarterly) that contains the month of March in the school year in which the payment is made.
- (b) The School will elect one of the following ways to pay the Lutheran School Officer their annual leave loading entitlement:
 - (1) for 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%; or
 - (2) for 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.

100.5 Paid Leave in Advance of Accrued Entitlement

A 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.

101. Conditions of Employment - Boarding House Supervisors

101.1 The terms and conditions detailed below shall apply to all Boarding House Supervisors:

101.2 Continuing full time Boarding House Supervisors

This Clause sets out the specific conditions of employment for continuing full time Boarding House Supervisors. Each continuing full time Boarding House Supervisor shall:

- (a) Be paid a full 12-month salary in accordance with Schedule 5 of this Agreement;
- (b) Be required to work the equivalent of 43 weeks per year at 37.5 hours per week as ordinary time (that is a total of 1612.5 hours). This is equivalent to being entitled to 9 weeks of annual leave, inclusive of any public holidays that fall during the leave. This additional leave is to compensate for the extended and irregular hours of work including evenings, weekends, meetings, sleepovers, etc. – all of which are essential requirements for a Boarding House Supervisor;
- (c) Be required to have the hours of work averaged over a period of 12 months;
- (d) Be required to work the hours during 39 term weeks plus during non-term weeks as determined by the School;
- (e) Be required to participate fully in activities that are an essential condition of employment as a Boarding House Supervisor including:
 - (1) preparation and clean-up during school holidays;
 - (2) rostered duty;
 - (3) sleep overs for which Boarding House Supervisors will be credited with 50% of all sleep over hours;
 - (4) relief to cover absences of other staff;
 - (5) attending meetings;
 - (6) performance reviews;
 - (7) professional learning; or
 - (8) other activities determined by the School.
- (f) Be required to work the ordinary hours and any addition hours of work between 6.30 am and midnight on any day Monday to Sunday;
- (g) Have their salary spread over the full year using the formula prescribed in Clause 90.
- (h) Be paid their ordinary time rate of pay plus a loading of 10% of the ordinary time rate if required to work ordinary hours on a Saturday, Sunday or public holiday. The actual number of hours worked shall be counted as ordinary time;
- (i) Be required to dine with the boarders where meals fall when they are on duty and shall have no unpaid meal breaks. There will be no charge for such meals;
- (j) Be credited a minimum of two hours towards ordinary time for each period of duty worked;
- (k) The following Clauses in the Agreement will not apply:
 - (1) 83 – Variation to Working Periods.
 - (2) 96 – Penalty Rates;
 - (3) 97 – Overtime – Lutheran School Officers other than Boarding House Supervisors;
 - (4) 98 – Shift Work;
- (l) Be paid at time and half for all hours worked in excess of 1612.5 hours in a year;

- (m) If required and by mutual agreement, have the averaging of hours applied each term or semester;
- (n) Be covered by the General Conditions set out in Clause 101.5.

101.3 Continuing part time Boarding House Supervisors

This Clause sets out the specific conditions of employment for continuing part time Boarding House Supervisors. At the time of engagement, the School will specify in writing the fraction of full time equivalent hours to be worked. The terms of that agreement may be varied by agreement between the School and the Boarding House Supervisor and any such variation will be recorded in writing. Each continuing part time Boarding House Supervisor shall:

- (a) work under the same conditions as full time staff as indicated in Clause 101.2 with the exception that their average hours per week will be calculated according to the fraction of full time equivalent for which they are employed (i.e. a fraction of the 1612.5 hours per year);
- (b) be paid at the applicable casual rate for any additional hours the Boarding House Supervisor is required to work more than the calculated average hours per week agreed. Should the total hours exceed the equivalent of a full time Boarding House Supervisor (viz: 1612.5 hours per year) the hours in excess of 1612.5 hours shall be paid at 150% of their ordinary time rate.
- (c) Be covered by the general conditions set out in Clause 101.5.

101.4 Casual Boarding House Supervisors

This Clause sets out the specific conditions of employment for casual Boarding House Supervisors. Each casual Boarding House Supervisor shall:

- (a) Be engaged by the hour (not working averaged hours);
- (b) Receive a casual loading of 25% of hourly rate for all hours of work from 6.30 am to midnight, Monday to Friday;
- (c) Be engaged for a minimum of 2 hours for each engagement;
- (d) Be paid at the rate for ordinary hours of work for work during the span of hours from 6.30am to midnight Monday to Sunday;
- (e) If rostered to work ordinary hours on a Saturday, Sunday or public holiday, be paid
 - (1) the ordinary time casual rate of pay (i.e. including 25% casual loading) plus
 - (2) a penalty of 10% of the (non casual) ordinary time rate;
- (f) Be covered by the general conditions set out in Clause 101.5.

101.5 General Conditions

This Clause sets out the general conditions of employment for all Boarding House Supervisors.

- (a) Sleep overs

- (1) Boarding House Supervisors are expected and may be required to do a minimum of one sleepover every week, Monday to Sunday;
- (2) Whilst sleep overs are not considered a continuation of rostered working hours, boarding supervisors are required to respond to any issues that might arise during sleep overs to fulfil the duty of care obligations in regard to boarders and the associated School facilities;
- (3) 50% of sleep over time is included in the ordinary hours of work;
- (4) Subject to Clause 101.5(a)(3) above, sleep over time will be counted only as sleep over time and not as ordinary hours of work for any other purpose;
- (5) Where the Boarding House Supervisor is required to get up and ready students for travel home prior to the normal end of the sleepover shift on the day of term when the majority of students leave, they will be paid a maximum additional two (2) hours at the appropriate casual rate. This arrangement will apply at the end of Terms 1, 2 and 3.
- (6) At the end of Term 4, the arrangement specified in Clause 101.5(a)(5) may be extended to cover two (2) mornings at the discretion of the School to accommodate a possible increase in the number of students travelling on different days.
- (7) The Boarding House Supervisor will be provided with suitable accommodation, including reasonably convenient bathroom facilities, at no cost to the employee.

(b) Medical Assistance

The School shall provide Boarding House Supervisors or another responsible person with:

- (1) Access to telephone facilities for emergency use;
- (2) Medical information about the boarders taking medication or who are subject to allergies or other medical conditions; and
- (3) Information regarding procedures for obtaining medical assistance.

(c) Breaks between Periods of Duty

Clause 80 – Breaks between Periods of Duty does not apply to Boarding House Supervisors for those periods of duty continuous with a sleep over.

(d) Classification

Classification of Lutheran School Officers shall be in accord with Schedule 6 - Classification Structure for Lutheran School Officers.

(e) Change in Hours of Work

Changes in hours of work may be negotiated and agreed between the Boarding House Supervisor and the School.

(f) Time off in Lieu

By agreement with the School, a Boarding House Supervisor eligible for overtime payment may be granted time off at a time convenient to the School, in lieu of payment for overtime worked taken at the ordinary time rate, that is, an hour for each hour worked in excess of the 1612.5 hours averaged over the year.

102. Protective Clothing and Work Uniform for Lutheran School Officers

- 102.1 The school must provide personal protective equipment and clothing where such equipment would in the opinion of the school's Work Health and Safety Committee, minimise the risk of injury and illness. Lutheran School Officers must, in accordance with the Work Health and Safety Act 2012 (SA) or any legislation that replaces it, use such equipment and clothing as supplied.
- 102.2 The School will subsidise the provision of work uniform by reimbursing the employee 50% of the amount spent (verified by receipts) to a maximum reimbursement (Protective Clothing Subsidy) as provided in Schedule 5 per calendar year.

103. National Training Wage

This Agreement incorporates Schedule D – National Training Wage and Appendix D1 – Allocation of Traineeships to Wage Levels of the Educational Services (Schools) General Staff Award 2010 as in force from time to time.

104. Apprentices

This Agreement incorporates Clause 15.4 and Schedule E – Apprentices of Educational Services (Schools) General Staff Award 2010 as in force from time to time.

105. Supported Wage System

This Agreement incorporates Schedule C – Supported Wage System of the Educational Services (Schools) General Staff Award 2010 as in force from time to time.

PART 6 - DECD AFFILIATED INDEPENDENT KINDERGARTENS

This Part applies to employees of DECD Affiliated Independent Kindergartens covered by the scope of this Agreement. For clarity, Parts 3, 4 and 5 do not apply to employees of DECD Affiliated Independent Kindergartens, except where specified in this Part. Parts 1 and 2 do apply to employees of DECD Affiliated Independent Kindergartens.

106. Application of Other Clauses

106.1 Part 3 – All Employees

The following Clauses of Part 3 – All Employees, apply to all employees covered by this Part, except to the extent of any inconsistency with any other terms in this Part:

- (a) Clause 9 Ethos Statement
- (b) Clause 10 Flexibility
- (c) Clause 11 National Employment Standards
- (d) Clause 12 Access to this Agreement and the NES
- (e) Clause 13 Induction of Employees
- (f) Clause 15 Termination Due to Incapacity of an Employee
- (g) Clause 19 Superannuation Choice
- (h) Clause 20.1 – 20.7 Personal Leave
- (i) Clause 22 Parental Leave – Early Return from Maternity Leave
- (j) Clause 26 Paternity Leave
- (k) Clause 27 Parenting Leave
- (l) Clause 28 Foster Carer's Leave
- (m) Clause 30 Compassionate and Bereavement Leave
- (n) Clause 31 Community Service Leave
- (o) Clause 32 Short Leave
- (p) Clause 33 Special Leave
- (q) Clause 34 Catastrophic Fire Days
- (r) Clause 35 Family Violence Leave
- (s) Clause 36 Ceremonial Leave
- (t) Clause 37 Opportunities for Part-Time Employment

- (u) Clause 38 Transition to Retirement Agreements
- (v) Clause 39 Student-Free First Day of School Term
- (w) Clause 40 Employee Assistance Program
- (x) Clause 41 Provision of Facilities to Support Mothers with Infant Children
- (y) Clause 42 Immunisation from Infectious Diseases
- (z) Clause 43 Health and Safety Legislation
- (aa) Clause 44 Employee Representation and Union Recognition

106.2 Part 4 – Teachers

The following Clauses of Part 4 – Teachers apply to all employees employed as Directors or teachers, except to the extent of any inconsistency with any other terms in this Part:

- (a) Clause 45 Charter for Teachers in Lutheran Schools
- (b) Clause 46 Contract of Hiring
- (c) Clause 47 Probation
- (d) Clause 48 Types of Employment
- (e) Clause 49 Workload and Hours of Work
- (f) Clause 50 Meal Breaks
- (g) Clause 52 Staff Absences
- (h) Clause 54 Accreditation for Teachers in Lutheran Schools
- (i) Clause 55 Graduate Certificate in Religious Education
- (j) Clause 56 Professional Development
- (k) Clause 57 Performance Management
- (l) Clause 62 Employment Outside the School
- (m) Clause 63.1 – 63.3 Termination of Employment
- (n) Clause 64 Disciplinary Action
- (o) Clause 61 Redundancy
- (p) Clause 66 Annual Leave

106.3 Part 5 – Lutheran School Officers

The following Clauses of Part 5 – Lutheran School Officers apply to Early Childhood Workers, except to the extent of any inconsistency with any other terms in this Part:

- (a) Clause 71.2 Contract of Hiring
- (b) Clause 72 Probation
- (c) Clause 78 Performance Management
- (d) Clause 79 Meal Breaks - Other Than Boarding House Supervisors
- (e) Clause 81 Ordinary Hours of Work
- (f) Clause 82 Rostered Days Off – Other Than Boarding House Supervisors
- (g) Clause 83 Variation to Working Periods
- (h) Clause 84 Employment Outside the School
- (i) Clause 85.1 – 85.5 Termination of Employment
- (j) Clause 86 Disciplinary Action
- (k) Clause 87 Redundancy
- (l) Clause 88 Role Description
- (m) Clause 100.1 and 100.2 Annual Leave
- (n) Clause 102 Protective Clothing and Work Uniform for Lutheran School Officers

107. Salary and Wages

The salary rates to apply at the time of commencement of this Agreement are in Schedule 7. Salary rates will be adjusted to ensure that they will be those rates of pay as applied from time to time to the equivalent employees within the South Australian Government Schools Sector under the relevant enterprise agreement or award applicable to that sector, subject to the salary rates at all times being at least the salary rates in Schedule 7.

108. Classifications

Classification criteria and workload descriptors will be as applied from time to time to the equivalent employees within the South Australian Government Schools Sector under the relevant enterprise agreement or award applicable to that sector.

109. Allowances, Overtime and Loadings

Employees will be entitled to the allowances, overtime and allowances, excluding term leave loading, as applied from time to time to the equivalent employees within the South Australian Government Schools Sector under the relevant enterprise agreement or award applicable to that sector.

110. Paid Maternity and Adoption Leave

Employees will be entitled to the paid maternity leave and paid adoption leave as applied from time to time to the equivalent employees within the South Australian Government Schools Sector under the relevant enterprise agreement or award applicable to that sector.

111. Early Childhood Workers Professional Development and Training

- 111.1 On application to the Preschool Director, Early Childhood Workers may access one (1) day of work related professional development or training per school year.
- 111.2 The cost of the training is to be met by the School.
- 111.3 If the training occurs at a non-scheduled work time, then the Early Childhood Workers will have the choice of being paid at their normal hourly rate of pay or time of in lieu.
- 111.4 Preschool Directors are to encourage participation in and actively offer professional development to Early Childhood Workers.

112. Casual Employees

- 112.1 Casual Employee means an employee engaged as such.
- 112.2 A casual employee may be employed for less than a full day with a minimum of 2 hours in the case of an employee who is not a teacher or Director and a quarter day in the case of a teacher.
- 112.3 At all times the School shall have regard for what is reasonable when approaching a person to be engaged for casual employment.

113. Early Childhood Workers Parameters

- 113.1 All employees appointed as an Early Childhood Worker shall be required to work within the following parameters:
 - (a) Reporting / Working Relationships
 - (1) Report to the Preschool Director
 - (2) have a close working relationship with teaching staff and other Early Childhood Workers
 - (3) have routine interaction with parents and volunteer helpers
 - (b) Extent of Authority of the Early Childhood Worker shall be in accordance with the following:
 - (1) The person may be required to perform any combination of a wide range of routine functions under reasonably direct supervision
 - (2) After gaining experience, the person may, exercise some degree of autonomy and accept responsibility for limited functions involving the need for initiative exercise of limited discretion.
 - (c) Key Outcomes and Associated Activities

Under reasonably direct supervision perform routine functions to support qualified staff.
Routine functions may include:-

 - (1) assisting with specific developmental programs for individual children
 - (2) contributing to the implementation of educational programs

- (3) organising and supervising groups of children within the centre, in play areas and on excursions
- (4) preparation of program materials, teaching aids and setting up activities
- (5) assisting in the implementation of a range of programs to meet DECD priorities relevant to affiliate Kindergartens
- (6) assisting in the provision of a service which reflects and promotes the cultural needs of the community
- (7) assisting in the provision of a service which results in access to and participation in services by all children and their families.
- (8) assisting parents and other visitors with the provision of routine information
- (9) assisting with the maintenance of a healthy and safe environment
- (10) assisting with the maintenance and operation of equipment and other centre resources
- (11) Setting up and basic maintenance of the centre computers for children's use
- (12) Implementing the library management system
- (13) Maintenance of the library management database, Bookmark. Purchasing and cataloguing of resources, maintenance of the collection and provision of resources to staff.
- (14) performing basic administrative and clerical tasks
- (15) administration of basic first aid
- (16) perform such other routine tasks in relation to the activities of the centre and that may reasonably be directed by the qualified staff.
- (17) Encouraged to make and record observations on the children's development
- (18) Maintain an appropriate inventory in accordance with established processes
- (19) Review resources and cull out-dated materials.
- (20) Routine order of consumables
- (21) Co-ordinate maintenance and servicing of equipment

113.2 Each employee's role will be supported by a mutually agreed role description.

114. Salaries and Allowances

114.1 An Employee principally employed as an Early Childhood Worker who undertakes additional non-teaching duties within the DECD Affiliated Independent Kindergarten will be paid as an Early Childhood Worker for those duties.

114.2 Examples may include but not limited to:

- (a) Lunch care workers
- (b) Occasional additional work for specific purposes eg training, back filling of staff not funded by DECD

115. Portability of Personal Leave and Long Service Leave for Employees Commencing or Leaving Employment

115.1 Personal leave

- (a) If an employee transfers from a School covered by this Agreement to a DECD Affiliated Independent Kindergarten personal leave credits are not transferable.
- (b) If an employee transfers from a DECD Affiliated Independent Kindergarten covered by this Agreement to a School that is covered by this Agreement personal leave credits are transferable, unless the employment at the DECD Affiliated Independent Kindergarten concluded through redundancy and the employee received a redundancy payment.

115.2 Long Service Leave

- (a) If an employee transfers from a school covered by this Agreement to a DECD Affiliated Independent Kindergarten covered by this Agreement, the school shall pay the employee any long service leave credits that the employee is entitled to, even though years of service may be less than 7 years (to qualify for pro-rata long service leave under the Act). The employee will have no transfer of entitlement.
- (b) If an employee transfers from a DECD Affiliated Independent Kindergarten covered by this Agreement to a School covered by this Agreement, and the employee is entitled to pro-rata payment of long service leave (i.e. has been employed for 7 years or more, qualifying for pro-rata LSL under the Act) and if requested by the employee, the money so paid may be paid by the employee to the School and usual entitlements will continue. The employee will achieve a portability of service. This provision does not apply if the employment at the DECD Affiliated Independent Kindergarten concluded through redundancy and the employee received a redundancy payment.

116. Contract of service – Early Childhood Worker

- 116.1 Each Early Childhood Worker will be specifically engaged as a full-time employee or a part-time employee or a casual employee to work, with a stipulated number of ordinary hours per week, and weeks per year. The basis of the arrangement will not be altered except by mutual agreement between the School and the employee.
- 116.2 In the absence of a contract in writing the contract of hiring of employees bound by this Agreement will be deemed to be a hiring by the fortnight and salary will accrue from day to day.

PART 7 - SIGNATORIES

On behalf of the Schools

Full Name: TOM PRATT
Position: EXECUTIVE DIRECTOR
Address: 137 ALBERT STREET
NORTH ADELAIDE 5006
Signature: [Signature]
Date: 27/09/2017

Witness

Full Name: SONIA ALBERTINI
Occupation: LAWYER
Address: 301 UNLEY ROAD MALVERN SA
5061
Signature: [Signature]
Date: 27/07/2017

Employee Bargaining Representative

Full Name: Kylie West
Position: Human Resources Manager
Employer: Cornerstone College
Address: 68 Adelaide Rd, Mt Barker
Signature: [Signature]
Date: 27.9.17

Witness

Full Name: MERRILYN HEIN
Occupation: COLLEGE RECEPTIONIST
Address: 282 WINDSOR AVENUE
HAMNDORF SA 5245
Signature: [Signature]
Date: 27.9.17

On behalf of the Independent Education Union of Australia

Full Name: Glen SEIDEL
Position: Secretary
Address: 213 Currie St
Signature: [Signature]
Date: 26/09/17

Witness

Full Name: Louise Firrell
Occupation: Assistant Secretary
Address: 213 Currie St, Adelaide
Signature: [Signature]
Date: 26/9/17

PART 8 - SCHEDULES

Schedule 1 - Salaries and Allowances - Teachers

Schedule 2 - Teacher Classifications

Schedule 3 - Transition Arrangements for Teachers

Schedule 4 - Positions of Additional Responsibility (PAR) for Teachers

Schedule 5 - Salaries and Allowances - Lutheran School Officers

Schedule 6 - Classification Structure for Lutheran School Officers

Schedule 7 - Salaries and Wages - DECD Affiliated Independent Kindergartens

Schedule 1 - Salaries and Allowances - Teachers

Teacher Salary rates payable from 1 July 2017

Teachers Increment	Annual Gross Salary	Fortnightly Gross Salary	Daily Casual Gross Salary	Half Day Casual Gross Salary
GT1	\$71,377	\$2,736.50	\$342.10	\$171.10
GT2	\$74,826	\$2,868.70	\$358.60	\$179.30
GT3	\$78,280	\$3,001.10	\$375.10	\$187.60
PT1	\$81,723	\$3,133.20	\$391.70	\$195.90
PT2	\$85,175	\$3,265.50	\$408.20	\$204.10
PT3	\$88,625	\$3,397.80	\$424.70	\$212.40
PT4	\$92,075	\$3,530.00	\$441.30	\$220.70
PT5	\$95,404	\$3,657.70	\$457.20	\$228.60
PT6	\$98,822	\$3,788.70	\$473.60	\$236.80
HAT	\$107,224	\$4,110.90	\$513.90	\$257.00
Lead	\$113,341	\$4,345.40	\$543.20	\$271.60

Leadership Point Allowance \$1,549 per leadership point (pursuant to Clause 58)

Teacher in Charge Allowance \$65.40 per day (pursuant to Clause 60)

Teacher Salary Rates payable from 1 October 2018

Teachers Increment	Annual Gross Salary	Fortnightly Gross Salary	Daily Casual Gross Salary	Half Day Casual Gross Salary
GT1	\$72,805	\$2,791.20	\$348.90	\$174.50
GT2	\$76,323	\$2,926.10	\$365.80	\$182.90
GT3	\$79,846	\$3,061.20	\$382.70	\$191.30
PT1	\$83,357	\$3,195.80	\$399.50	\$199.70
PT2	\$86,879	\$3,330.80	\$416.40	\$208.20
PT3	\$90,398	\$3,465.70	\$433.20	\$216.60
PT4	\$93,917	\$3,600.70	\$450.10	\$225.00
PT5	\$97,312	\$3,730.80	\$466.40	\$233.20
PT6	\$100,798	\$3,864.50	\$483.10	\$241.50
HAT	\$109,368	\$4,193.10	\$524.10	\$262.10
Lead	\$115,608	\$4,432.30	\$554.00	\$277.00

Leadership Point Allowance \$1,580 per leadership point (pursuant to Clause 58)

Teacher in Charge Allowance \$66.70 per day (pursuant to Clause 60)

Payment of Casual Teachers

Pay details for casual teacher are set down in Clause 48.6 and this Schedule

From the first full pay period commencing on or after	Full Day	Half Day
1 July 2017	\$358.60	\$179.30
1 October 2018	\$365.80	\$182.90

The hourly rate to be paid to part time teachers that are requested to attend nominated school activities pursuant to Clause 48.4 (h) shall be in accordance with the following:

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

Country Service Incentives

Country Service Incentives pursuant to Clause 61

School	2017 \$ pa	2018 \$pa
Clare Maitland Mt Gambier Pt Lincoln Loxton Waikerie	\$1,093	\$1,115.00
Ceduna	\$2,918	\$2,976.00

Schedule 2 - Teacher Classifications

S2.1 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, Principals are 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 to those teachers who are considered to not be meeting the standards and with the expectation that their performance will improve or their employment may be terminated.

S2.2 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 South 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 learning 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 or GT3.

S2.3 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 learning plan approved by the Principal.
- (c) For the purpose of Schedule 1, Proficient Teachers will be designated PT1, PT2, PT3, PT4, PT5 or PT6

S2.4 Proficient Teacher (PT6)

In addition to the incremental progression, the progression from PT5 to PT6 requires the teacher to meet the following criteria. These criteria are:

- (a) If the teacher has been employed in a School for at least three years, accreditation as a teacher in Lutheran schools;
 - (1) Accreditation (Ac) for those teaching Christian Studies; or
 - (2) Accreditation (A_T) for all other teachers;
- (b) If the teacher has not been employed in a School for three years, undertaking Accreditation as a teacher in Lutheran schools;
 - (1) Accreditation (Ac) for those teaching Christian Studies; or
 - (2) Accreditation (A_T) for all other teachers;
- (c) An agreed Professional Learning Plan (refer to Clause 56 Professional Development);
- (d) 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 S2.4.
- (e) Assessment of the application for PT6
 - (1) Upon receipt of the written application from a teacher in accordance with this Clause S2.4, the Principal shall determine that either:
 - (A) The teacher shall be classified as PT6 or
 - (B) The applicant has not achieved all criteria
 - (2) The process is to be concluded within ten (10) School Days
 - (A) If the applicant is successful and is granted PT6 status, the applicant will be paid from either the first full pay period after the date of notification of PT6, or from a date ten (10) school days from receipt of application (whichever is earlier). The applicant will be notified in writing.
 - (B) If the applicant is unsuccessful the Principal shall advise the applicant in writing with reasons why the application was unsuccessful. The applicant may apply as soon as any deficiencies are rectified.
- (f) An annual review of performance of each PT6 is to be conducted by the Principal or delegate against the Professional Teacher Standards as defined in the Australian Professional Standards for Teachers. Any concerns are to be identified and Professional Learning Plans are to be established to address concerns.
- (g) If, after three years' employment at a School a teacher has not achieved Accreditation as a teacher in a Lutheran School, the teacher will revert to PT5.

S2.5 Highly Accomplished Teacher (HAT) and Lead Teacher (LEAD)

In schools covered by this agreement, a teacher who has been granted certification as a Highly Accomplished Teacher or a Lead Teacher and has been accredited as a teacher in a Lutheran school is eligible for the salary as set down in Schedule 1.

S2.6 Teachers classified as DECD Step 9 Teachers (or equivalent) recruited from schools not covered by this Agreement

Should a teacher, classified as DECD Step 9 (or equivalent) from a school not covered by this Agreement, be recruited by a Lutheran school covered by this Agreement, the teacher will be classified as PT6, provided that:

- (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 Professional Learning Plan negotiated with the Principal or delegate in place by the end of the third school term after commencing service. If after three school terms the teacher has no negotiated Professional Learning Plan, the teacher will revert to PT5.

S2.7 Teachers classified as ASTs recruited from schools not covered by this Agreement

Should a teacher classified as AST from a school not covered by this Agreement, be recruited by a Lutheran school covered by this Agreement, the teacher will be classified as PT6 and shall:

- (a) within 3 years achieve 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) Have a Professional Learning Plan negotiated with the Principal or delegate in place by the end of the third school term after commencing service. If after three school terms the teacher has no negotiated Professional Learning Plan, the teacher will revert to PT5.
- (c) If the requirements (a) and (b) of this Clause have been met the teacher will retain the classification of PT6.

S2.8 Highly Accomplished Teacher recruited from a school not covered by this Agreement

A Highly Accomplished Teacher recruited from a school not covered by this Agreement, who is recruited by a School covered by this Agreement will be paid as a Highly Accomplished Teacher and shall:

- (a) within 3 years achieve 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) Have a Professional Learning Plan negotiated with the Principal or delegate in place by the end of the third school term after commencing service. If after three school terms the teacher has no negotiated Professional Learning Plan, the teacher will revert to PT5.

S2.9 Lead Teacher recruited from a school not covered by this Agreement

A Lead Teacher recruited from a school not covered by this Agreement, who is recruited by a School covered by this Agreement will be paid as a Lead Teacher and shall:

- (a) Within 3 years achieve 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) Have a Professional Learning Plan negotiated with the Principal or delegate in place by the end of the third school term after commencing service. If after three school terms the teacher has no negotiated Professional Learning Plan, the teacher will revert to PT5.

S2.10 Incremental Advancement of Salary

- (a) Graduate Teachers (GT) and Proficient Teachers (PT) 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 fulltime 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 or comparable schools outside of Australia.

Schedule 3 - Transition Arrangements for Teachers

S3.1 This Clause applies to a teacher who was previously classified as a Step 10 teacher in a Lutheran School, who was classified as a PT6 under the Lutheran Schools SA Enterprise Agreement 2012 and the Memorandum of Understanding of 2014, pending a Professional Learning Plan and/or appropriate accreditation.

If the teacher has not established a negotiated Performance Learning Plan and achieved:

- (a) Accreditation as a teacher (At); or
- (b) Accreditation as a teacher of Christian Studies (Ac)

the teacher may be classified as a PT5 at the discretion of the School, following consultation with the teacher on whether the requirements have been met.

Schedule 4 - Positions of Additional Responsibility (PAR) for Teachers

- S4.1 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.
- S4.2 To establish the classification level of the PAR, the Principal shall consider the importance of the following factors.
- (a) Levels of direction and supervision given to the PAR
 - (b) Knowledge, skill and experience required of the PAR
 - (c) Accountability and Responsibilities given to the PAR
 - (d) Communication and Influence the PAR will be expected to exercise
 - (e) Extent of delegated authority to and decision making expected of the PAR
 - (f) The classification of the PAR in a School shall be recognised by the graduation of responsibilities which apply within a the School by the assignment of specific number of leadership points. This assignment of leadership points shall be at the discretion of the Principal.
- S4.3 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.
- S4.4 Teachers who are assigned leadership positions which have been classified with more than 7 leadership points will be paid the leadership allowance in addition to their substantive salary but although these teachers are entitled to apply for the classification of Highly Accomplished or Lead Teacher Classification, they are not eligible to receive the salary pertaining to those classifications recognising that leadership duties at these levels customarily have diminished classroom teaching duties.
- S4.5 Teachers with PAR in receipt of 7 or more leadership points will have as their substantive salary the PT6 salary.
- S4.6 For Highly Accomplished and Lead Teachers to retain their Highly Accomplished and Lead Teacher status and salary Highly Accomplished and Lead Teachers are expected to maintain their classroom teaching duties and are entitled to receive a maximum of 7 leadership points and associated time allowance.
- S4.7 Prescribed Leadership Points
- (a) Each 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 (R-6) 1.0
 - (2) secondary (7-12) 1.5
 - (c) Each leadership point will accrue an annual allowance in addition to substantive salary. Refer to Schedule 1 for the allowances.

- (d) Each leadership point will accrue time release of no less than ½ hour per point per week.
- (e) 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.
- (f) 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.

S4.8 Tenure

- (a) 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	4	1 year
5	7	2 years
8	11	3 years
12	14	5 years

- (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) An employee 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.

S4.9 Simultaneous Appointments

- (a) A teacher will not simultaneously be appointed to more than one PAR.
- (b) 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.

S4.10 Role descriptions

- (a) Teachers appointed to a PAR will have an agreed role description setting out the:
 - (1) classification level (i.e. number of leadership points)
 - (2) local title of the position (if applicable)
 - (3) salary and additional allowance to be paid
 - (4) duties to be carried out
 - (5) length of tenure of the position
 - (6) provision of additional non-contact time (if any)

S4.11 Exceptions to the application of Leadership Points

- (a) The following jobs will neither accrue nor attract leadership points.
 - (1) Principal
 - (2) Deputy Principal in a school with more than 336 students
 - (3) Head of a section of a school (Primary school, Middle school, Senior school)
 - (4) Chaplain
- (b) In a primary school with less than 336 students a Deputy Principal role shall use the lesser of:
 - (1) 40% of total leadership points or
 - (2) 6 leadership points.

Schedule 5 - Salaries and Allowances Lutheran School Officers

	Payable from the first full pay period commencing on or after 1 July 2017		Payable from the first full pay period commencing on or after 1 October 2018	
	Gross Annual Salary	Hourly Casual Rate	Gross Annual Salary	Hourly Casual Rate
Grade 1A				
1st year of Service	\$47,766	\$30.52	\$48,721	\$31.13
2nd year of Service	\$50,195	\$32.07	\$51,199	\$32.72
3rd year of Service	\$52,657	\$33.65	\$53,710	\$34.32
Grade 1				
1st year of Service	\$54,187	\$34.62	\$55,271	\$35.32
2nd year of Service	\$56,872	\$36.34	\$58,009	\$37.07
3rd year of Service	\$58,216	\$37.20	\$59,380	\$37.94
Grade 2				
1st year of Service	\$58,964	\$37.68	\$60,143	\$38.43
2nd year of Service	\$60,164	\$38.44	\$61,367	\$39.21
3rd year of Service	\$61,423	\$39.25	\$62,651	\$40.03
Grade 3				
1st year of Service	\$63,119	\$40.33	\$64,381	\$41.14
2nd year of Service	\$64,294	\$41.08	\$65,580	\$41.90
3rd year of Service	\$65,989	\$42.17	\$67,309	\$43.01
Grade 4				
1st year of Service	\$68,936	\$44.05	\$70,315	\$44.93
2nd year of Service	\$70,677	\$45.16	\$72,091	\$46.07
3rd year of Service	\$72,417	\$46.27	\$73,865	\$47.20
Grade 5				
1st year of Service	\$78,280	\$50.02	\$79,846	\$51.02
2nd year of Service	\$81,723	\$52.22	\$83,357	\$53.26
3rd year of Service	\$85,175	\$54.43	\$86,879	\$55.51
Grade 6				
1st year of Service	\$88,625	\$56.63	\$90,398	\$57.76
2nd year of Service	\$92,075	\$58.83	\$93,917	\$60.01
3rd year of Service	\$95,404	\$60.96	\$97,312	\$62.18
4th year of Service	\$97,312	\$62.18	\$99,258	\$63.42
First Aid Allowance	\$858.00		\$875.00	
Protective Clothing Subsidy	\$283.00		\$289.00	

Schedule 6 - Classification Structure for Lutheran School Officers

S6.1 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 School Officers.

The starting point for classification decisions is an up to date role description. This will generally be the role description most recently signed off as agreed between the school and Lutheran School Officer. Changes in role since the role description was last agreed may need to be taken into account in determining a new role description. Refer to Clause 89 – Reclassification and Role Review.

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

- (1) Evaluation Factors
- (2) Indicative Duties

S6.2 Role description Can Cover More Than One Career Stream

A Lutheran School Officer who has a role 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.

S6.3 Performance of Duties In Other Career Streams

Nothing contained in this Schedule 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.

S6.4 Format for role descriptions

Role descriptions **shall** be prepared using the proforma provided at Attachment 1 to this schedule either:

- (1) For new roles, at the time of role design, or
- (2) For exiting roles at the time of the next biennial review

S6.5 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 Role descriptions.

S6.6 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. Comparison of Lutheran School Officers' roles within schools can then be confidently and objectively undertaken. 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. The evaluation factors are:

- (1) 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.

(2) 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.

(3) 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 role. 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.

(4) 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.

(5) 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.

(6) 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 role or is in reality held by the next level of management are key questions to be addressed.

(7) 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.

S6.7 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
LSO –Grade 1A	Close Supervision Receives close supervision Work performed is checked frequently Detailed instruction or routine tasks	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
	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	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
	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	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
	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	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
LSO Grade 1						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 2						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 3						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							
LSO Grade 4	Supervision and Direction	Use of Knowledge	Use of Skill and Problem Solving	Control, Authority and Decision-Making	Judgment	Responsibility and Accountability	Responsibility for Others
	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	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	Analyse, diagnose, design and implement solutions across a broad range of technical or management functions	Require a high degree of initiative, discretion and capacity to program their work May be required to prepare a budget	Evaluate information and use for forecasting, planning or research purposes	Responsible for own outcomes within broad parameters	Take limited responsibility for the achievement of group outcomes May be expected to supervise LSOs at L1A, L1, L2, L3
	Minimal² Direction Usually responsible to a senior manager or executive and receive minimal direction: Requires no guidance during the performance of work	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	Initiate, analyse, design, plan, execute and evaluate major, broad or highly specialised technical or management functions in varied or specialised contexts	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)	Generate and evaluate ideas through the analysis of information and concepts at an abstract level	Accountable for own outcomes within broad parameters	Accountability for group outcomes within broad parameters May be expected to manage LSOs at L1A, L1, L2, L3, L4
LSO Grade 5	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	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	As an experienced professional, applies knowledge and skills to perform complex tasks	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	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	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	
LSO Grade 6							

Grade 2 is equivalent to trade qualifications or equivalent competencies

Grade 5 is expected to have a 3-year diploma, degree or equivalent competencies

Grade 6 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.
- (b) As a general rule, the classification of the role will be determined by the level of the majority of evaluation factors.
- (c) A role classified at a particular level may include tasks commensurate with a lower classification level.
- (d) Equivalent competencies are to be demonstrated by an agreed process between the Lutheran School Officer and the School.
- (e) Classifications that are **not** permitted at various grades are:

Trainee	<ul style="list-style-type: none">▪ Boarding House Supervisors▪ Extension
Grade 1A	<ul style="list-style-type: none">▪ Resources▪ Curriculum▪ Boarding House Supervisors▪ Extension
Grade 1	<ul style="list-style-type: none">▪ Extension
Grade 2	<ul style="list-style-type: none">▪ Extension

S6.8 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 1A**Administration – 1A**

- 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 a 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 – 1A

- 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 general house assistant duties in a boarding house.
- 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.

GRADE 1

Administration - 1

- Requisition supplies, stationery and office materials.
- Perform stocktake 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.

Boarding - 1

- Perform basic duties to assist the Lutheran School Officer in charge of the boarding house in the daily routines and general functions of the boarding house.

Library - 1

- Perform desk duty – loans, returns, reserves, simple searches, bookings.
- Shelf 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 - 1

- 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.

GRADE 2

Administration - 2

- 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.

Boarding - 2

- Exercise responsibility for the functioning of the boarding house.
- Deputise from time to time for the Lutheran School Officer in charge of the boarding house, while undertaking usual work.

Curriculum - 2

- Assist with the collection, preparation and distribution of classroom materials.
- Assist with clerical duties associated with normal class activities (eg 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 - 2

- Accurately enter and retrieve basic financial data from record systems.
- Basic book keeping (eg 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 (eg 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 (eg invoices, cheques, correspondence).
- Assist staff to prepare Government and Statutory Authority Returns for authorisation by others.

ICT - 2

- 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:
 - (1) Install and optimise operating system software
 - (2) Provide advice to network users
 - (3) Install software applications
 - (4) Create user documentation
 - (5) Connect a work-station to the internet
 - (6) Connect hardware peripherals
 - (7) Run standard diagnostic tests
 - (8) Administer network peripherals
 - (9) Connect internal hardware components
 - (10) Customise packaged software applications for network users
 - (11) Use advanced features of computer applications (eg 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 - 2

- 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 - 2

- 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 (eg 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 - 2

- 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.

GRADE 3

Administration - 3

- Review and finalise reports for external agencies – this will require knowledge of the requirements and procedures of those agencies (eg 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.

Boarding - 3

- Manage a boarding house, with significant responsibility for the welfare of students, which includes the maintenance of effective communication with the parents of students and the supervision of other boarding supervision employees.
- Effective communication with the parents of the students.

Counselling - 3

- 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 (eg 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:
 1. Build respectful and trusting working relationships with young people.
 2. Identify their needs, rights, strengths, hopes and opportunities.
 3. Define identified goals.
 4. Develop and implement actions plans.
- Engage respectfully with young people by
 1. Communicating effectively with a *diversity of young people*.
 2. Reflecting understanding of youth cultures, sub cultures and development.
 3. *Working with the young employee* as the focus.
- Support young people to create opportunities in their lives by
 1. Building respectful and trusting working relationships with young people.
 2. Working with young people to identify their needs, rights, strengths, hopes and opportunities.
 3. Defining identified goals.
 4. Developing and implementing actions plans.

Curriculum - 3

- 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 - 3

- 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:
 1. Prepare routine journal entries for posting to the ledger.
 2. Routine close off of monthly accounts.
 3. Produce standard financial statements using an established accounting system.
 4. 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 relevant Awards, salaries and conditions of employment.
- Manage salary packaging and fringe benefit tax requirements with advice from the LSA 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 - 3

- Develop new peripheral equipment specification in liaison with school management.
- Have an intermediate level of programming skills (eg 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 - 3

- 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 - 3

- 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 - 3

- 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.

GRADE 4

Administration - 4

- 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.

Boarding - 4

Will be responsible:

- For the smooth and efficient operation of a single unit of a boarding house.
- To the principal, for the overall supervision of the recreational and personal welfare of all students and have overall responsibility for the administration of two or more boarding houses or a very large boarding house.
- *Occupational equivalent:* head of a unit of a boarding house.

Counselling - 4

- Apply specialist interpersonal and counselling interview skills.
- Recognise and respond to individuals at risk - in particular:
 - (1) Identify and assess the student's current risk.
 - (2) Work actively with the student to reduce the immediate risk and increase safety.
 - (3) Provide referral for crisis intervention support.

- Facilitate the counselling relationship
 - (1) Enable students to identify concerns.
 - (2) Enable students to work through concerns.
 - (3) Monitor the counselling process.
 - (4) Bring the counselling process to an end.
- Apply learning theories in counselling
 - (1) Apply behaviourism in counselling practice.
 - (2) Analyse environmental modelling influences in counselling practice.
 - (3) Analyse possible behavioural outcomes of different modelling and reinforcement influences.
 - (4) Formulate a program for change in a counselling context.
- Support students in decision-making processes
 - (1) Assist clients in clarifying their aims and requirements.
 - (2) Enable clients to explore possible courses of action.

Curriculum - 4

- 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 - 4

- Use applications at a higher level of skill than Grade 3 including (eg 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 LSA regarding financial, funding and policy issues.

ICT - 4

- 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 - 4

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 - 4

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 stocktake
- 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 - 4

- 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.

GRADE 5

Administration - 5

- Provide leadership and direction to operational and strategic planning.

Boarding - 5

- Manage the creation and delivery of specialised programs relating to the welfare of the students.
- Plan and implement programs for the welfare of the students.
- Head of large boarding house with multiple units.

Counselling - 5

- Manage complex behavioural situations
 - (1) Identify situations requiring intervention.
 - (2) Assess the situation within its context.
 - (3) Develop strategies.
 - (4) Support the implementation of strategies by workers.
- Manage complex behavioural situations
 - (1) Identify situations requiring intervention.
 - (2) Assess the situation within its context.
 - (3) Develop strategies.
 - (4) Support the implementation of strategies by workers.
- Coordinate in-service assessment and response to address student needs
 - (1) Identify program requirements for individual students.
 - (2) Coordinate program delivery to ensure student needs are addressed.
 - (3) Coordinate the evaluation of student service delivery.
- Observe student and interpret observations
 - (1) Monitor students' developmental progress.
 - (2) Gather information about the student's views and perspectives.
 - (3) Demonstrate quality observation practices to other students.
 - (4) Use information from observations to guide others.
- Respond to problems and complaints about the service
 - (1) Respond to a family member's concerns about their child.
 - (2) Acknowledge and address grievances and complaints.
 - (3) Effect resolution of complaints.
 - (4) Develop and improve service.
- Facilitate the inclusion of students with additional needs
 - (1) Facilitate the development of a plan of inclusion.

- (2) Coordinate the implementation of the plan.
 - (3) Provide support to other school employees.
 - (4) 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 - 5

- 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 - 5

- 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 - 5

- 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 - 5

- 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 (eg 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 - 5

Manage the personnel function for the school, including:

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

Services - 5

- 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 (eg supervisor/manager property services group).

GRADE 6

Administration - 6

- 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 - 6

- 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 - 6

- 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, boarding facilities, extensive in-house catering or laundry operations).

ICT - 6

- 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 - 6

- 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 - 6

- 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.

S6.9 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 (ie all jobs must be able to be placed in a category)
- mutually exclusive (ie 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.

Role description

A Role 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 (ie 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 (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).

ATTACHMENT 1

Role description Proforma

Role descriptions are expected to provide sufficient detail to deal with an assessment of the evaluation factors prescribed in this guide, within the School 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 Role description Proforma shall be used:



ROLE DESCRIPTION AND EMPLOYEE SPECIFICATION

Title of Role:

Classification:

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

ROLE DESCRIPTION

1. Summary

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

2. Use of Knowledge⁴

3. Use of Skills and Problem Solving

3. Control, Authority and Decision-Making

4. Judgment

5. Responsibilities and Accountabilities

6. Working Relationships (context of operations)

Supervisor (i.e. to whom the employee reports)

Level of supervision or direction to be given by supervisor

Responsibility for others staff

Any other significant connections and working relationships within the school

7. Special Conditions

(e.g. travel requirements, frequent overtime, etc).

8. Statement of Key Outcomes and Associated Activities

Group into major areas of responsibility and activity

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

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

Role description and Employee Specification is Approved

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

Acknowledged by Employee:

..... /...../.....
(Print Name) (Signature)

Schedule 7 - Salaries and Wages - DECD Affiliated Independent Kindergartens

The salary and wages at the commencement of this Agreement are (October 2016 rates included)

PRESCHOOL TEACHERS

Teacher	Tier	Per Annum	Per Fortnight	Per Hour
	1	\$ 66,464	\$ 2,548.10	\$ 35.15
	2	\$ 69,891	\$ 2,679.50	\$ 36.96
	3	\$ 73,320	\$ 2,811.00	\$ 38.77
	4	\$ 76,745	\$ 2,942.30	\$ 40.58
	5	\$ 80,182	\$ 3,074.10	\$ 42.40
	6	\$ 83,609	\$ 3,205.40	\$ 44.21
	7	\$ 87,037	\$ 3,336.90	\$ 46.03
	8	\$ 91,673	\$ 3,514.60	\$ 48.48
	9	\$ 96,396	\$ 3,695.70	\$ 50.98

Teacher - Contract	Tier	Per Annum	Per Fortnight	Per Hour
	1	\$ 67,318	\$ 3,252.10	\$ 44.86
	2	\$ 70,745	\$ 3,417.60	\$ 47.14
	3	\$ 74,174	\$ 3,583.30	\$ 49.43
	4	\$ 77,599	\$ 3,748.70	\$ 51.71
	5	\$ 81,036	\$ 3,914.80	\$ 54.00
	6	\$ 84,463	\$ 4,080.30	\$ 56.28
	7	\$ 87,891	\$ 4,245.90	\$ 58.56
	8	\$ 92,527	\$ 4,469.90	\$ 64.65
	9	\$ 97,250	\$ 4,698.10	\$ 64.80

Temporary Relieving Teacher - 25%	Tier	Per Annum	Per Fortnight	Per Hour
	1	\$ 83,079	\$ 319.54	\$ 44.07
	2	\$ 87,363	\$ 336.01	\$ 46.35
	3	\$ 91,650	\$ 352.50	\$ 48.62
	4	\$ 95,931	\$ 368.97	\$ 50.89
	5	\$ 100,227	\$ 385.49	\$ 53.17
	6	\$ 104,511	\$ 401.97	\$ 55.44
	7	\$ 108,796	\$ 418.45	\$ 57.72
	8	\$ 114,592	\$ 440.74	\$ 60.79
	9	\$ 120,495	\$ 463.44	\$ 63.92

BAND A PRESCHOOL DIRECTORS

Preschool Director Band A-1	Tier	Per Annum	Per Fortnight	Per Hour
	1	\$107,062	\$ 4,104.60	\$ 56.62

Preschool Director Band A-2	Tier	Per Annum	Per Fortnight	Per Hour
	1	\$ 114,093	\$ 4,374.20	\$ 60.33

EARLY CHILDHOOD WORKER (KINDERGARTEN EMPLOYEE) – PERMANENT (October 2016 rates included)

<i>Early Childhood Worker (Kindergarten Employee) Level 1</i>	Tier	Per Annum	Per Fortnight	Per Hour
	1	\$ 42,025	\$ 1,611.20	\$ 21.48
	2	\$ 44,201	\$ 1,694.60	\$ 22.60
	3	\$ 45,506	\$ 1,744.60	\$ 23.26
	4	\$ 46,702	\$ 1,790.50	\$ 23.87
	5	\$ 47,904	\$ 1,836.60	\$ 24.49
	6	\$ 49,208	\$ 1,886.60	\$ 25.16
	7	\$ 50,234	\$ 1,925.90	\$ 25.68

EARLY CHILDHOOD WORKER (KINDERGARTEN EMPLOYEE) – TEMPORARY

<i>ECW Level 1 – Temp Kindergarten Employee</i>	Tier	Per Annum	Per Fortnight	Per Hour
	1	\$ 42,025	\$ 2,030.20	\$ 27.07
	2	\$ 44,201	\$ 2,135.30	\$ 28.47
	3	\$ 45,506	\$ 2,198.40	\$ 29.31
	4	\$ 46,702	\$ 2,256.10	\$ 30.08
	5	\$ 47,904	\$ 2,314.20	\$ 30.86
	6	\$ 49,208	\$ 2,377.20	\$ 31.70
	7	\$ 50,234	\$ 2,426.80	\$ 32.36

EARLY CHILDHOOD WORKER (CASUAL)

<i>Early Childhood Worker Level 1 (Casual)</i>	Tier	Per Annum	Per Fortnight	Per Hour
	1	\$ 57,063	\$ 2,187.70	\$29.17
	2	\$ 60,018	\$ 2,301.00	\$30.68
	3	\$ 61,789	\$ 2,368.90	\$31.59
	4	\$ 63,414	\$ 2,431.20	\$32.42
	5	\$ 65,045	\$ 2,493.70	\$33.25
	6	\$ 66,816	\$ 2,561.60	\$34.16
	7	\$ 68,209	\$ 2,615.00	\$34.87

Fair Work Commission

Approval Application for *Lutheran Schools SA Enterprise Agreement 2017* – s 185 of the *Fair Work Act 2009*

**Written Undertaking Pursuant to Section 190 of the *Fair Work Act 2009* (Cth) and
Reg. 2.07 of the *Fair Work Regulations 2009* (Cth)**

Lutheran Schools Association SA, NT and WA Inc and its member schools (listed in Annexure A to the Form F17 filed by the Applicant) to which a single interest employer authorisation applies gives the following undertaking:

1. Employees engaged in the Early Childhood Worker (Kindergarten Employee) Level 1 classification who perform duties beyond that of a Level 3 employee under the *Children's Services Award 2010* will be paid no less than the Modern Award rate pertaining to their classification, qualifications and duties.



Signed: John Proeve
Executive Director
Lutheran Schools Association SA, NT and WA Inc

Date: 6 March 2018

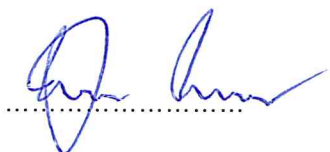
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Reg. 2.07 of the *Fair Work Regulations 2009* (Cth)**

Lutheran Schools Association SA, NT and WA Inc and its member schools (listed in Annexure A to the Form F17 filed with this document) to which a single interest employer authorisation applies gives the following undertakings:

1. that clause 44 is to be read in conjunction with Chapter 3 Part 3-4 of the *Fair Work Act 2009* (Cth); and
2. that it will afford at least the period of notice of termination required under the National Employment Standards contained within *the Fair Work Act 2009* (Cth).

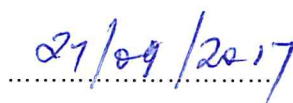


Signed:

John Proeve

Executive Director

Lutheran Schools Association SA, NT and WA Inc



Date