



# DECISION

*Fair Work Act 2009*

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

**Nambour Christian College Ltd T/A Nambour Christian College**  
(AG2024/300)

## **NAMBOUR CHRISTIAN COLLEGE LTD ENTERPRISE AGREEMENT 2023**

Educational services

COMMISSIONER DURHAM

BRISBANE, 28 FEBRUARY 2024

*Application for approval of the Nambour Christian College Ltd Enterprise Agreement 2023*

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

[2] I am satisfied that each requirement of ss186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Independent Education Union of Australia - Queensland and Northern Territory Branch (**IEUA**) lodged a Form F18 statutory declaration giving notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) of the Act, I note the Agreement covers the IEUA.

[4] The Agreement is approved and will operate in accordance with s.54 of the Act. The nominal expiry date of the Agreement is 31 December 2025.



COMMISSIONER

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**NAMBOUR CHRISTIAN COLLEGE LTD**  
*ACN: 106 434 511*



**NAMBOUR CHRISTIAN COLLEGE LTD**  
**ENTERPRISE AGREEMENT 2023**

**TABLE OF CONTENTS**

Subject Matter	Clause No.	
<b>PART 1 APPLICATION AND OPERATION</b>		Page 4
Title	1.1	
Agreement Collective	1.2	
Application	1.3	
Date and Period of Operation	1.4	
Enterprise Agreement Posting	1.5	
Definitions	1.6	
Relationship with Awards and NES	1.7	
Relationship with Aims of the College	1.8	
<b>PART 2 DISPUTE RESOLUTION AND CONSULTATION</b>		Page 7
Dispute Resolution	2.1	
Consultation	2.2	
<b>PART 3 SALARY AND WAGES</b>		Page 10
Salary and Wage Increases	3.1	
Salary Packaging	3.2	
<b>PART 4 SUPERANNUATION</b>		Page 11
<b>PART 5 EMPLOYMENT POLICIES AND WORK PRACTICES</b>		Page 11
Teachers	5.1	
School Officers and Bus Drivers	5.2	
All Staff	5.3	
<b>PART 6 CONTRACT STAFF</b>		Page 23
Fixed Term Appointment	6.1	
<b>PART 7 LEAVE ENTITLEMENTS</b>		Page 24
Annual Leave	7.1	
Long Service Leave	7.2	
Personal/Carer's Leave	7.3	
Pandemic Leave	7.4	
Special Leave	7.5	
Christian Service Leave	7.6	
Fifth-year Service Leave	7.7	
Leave Without Pay	7.8	
Compassionate Leave	7.9	
Domestic and Family Violence Leave	7.10	
Parental Leave	7.11	
Taking Paid Parental Leave	7.12	

Eligibility	7.13	
Paid Parental Leave and Other Entitlements	7.14	
Paid Employment	7.15	
Period of Leave	7.16	
Paternity Leave	7.17	
Emergency & Natural Disaster Leave	7.18	

<b>PART 8 AGREEMENT FLEXIBILITY</b>		Page 33
Agreement Flexibility	8.1	
Absence Management	8.2	
Job Share Provision	8.3	

<b>PART 9 CLASS SIZES</b>		Page 34
Position	9.1	
Targets for Class Sizes	9.2	

<b>PART 10 INDUCTION</b>		Page 35
Orienteering Program	10.1	
Mentoring – First Year Teachers	10.2	

<b>PART 11 NOTICE OF TERMINATION</b>		Page 36
Termination of Employment by the School – Teachers	11.1	
Termination of Employment by Teachers	11.2	
Termination of Employment by the School – Non-Teaching Employees	11.3	
Termination of Employment by Non-Teaching Employees	11.4	
Statement of Employment	11.5	

<b>PART 12 WORK HEALTH AND SAFETY</b>		Page 37
Review of Workplace Initiatives	12.1	

<b>SCHEDULES</b>		Page No
<b>SCHEDULE 1 – WAGES</b>		39
<b>SCHEDULE 2 - CLASSIFICATION OF SCHOOL OFFICERS</b>		42
<b>SCHEDULE 3 – POSITIONS OF ADDED RESPONSIBILITY</b>		45
<b>SCHEDULE 4 – EXPERIENCED ACCOMPLISHED TEACHER STATUS</b>		50
<b>SCHEDULE 5 – HIGHLY ACCOMPLISHED AND LEAD TEACHER</b>		51

## **PART 1 – APPLICATION AND OPERATION**

### **1.1 Title**

This Agreement shall be known as the Nambour Christian College Ltd Enterprise Agreement 2023.

### **1.2 Agreement Collective**

For the purposes of negotiating this Enterprise Agreement an Enterprise Agreement Committee (Consultative Committee) was formed comprising of employee representatives, a representative of the IEUA-QNT and College Executive representatives.

### **1.3 Application**

This Agreement shall apply to Nambour Christian College Ltd and its employees for whom classifications and rates of pay are provided in this Agreement and the Independent Education Union of Australia.

The staff of the NCC Early Learning Centres, music tutors, Learn to Swim Pool staff, Gym staff and members of the College Leadership Team are not covered by this Agreement.

### **1.4 Date and Period of Operation**

This Agreement shall operate from the seventh day after approval by the Fair Work Commission and its nominal expiry date shall be 31 December 2025.

### **1.5 Enterprise Agreement Posting**

A copy of this Enterprise Agreement shall be placed on the staff portal so as to be accessible by employees.

### **1.6 Definitions**

“Act” means the Fair Work Act 2009 as amended from time to time.

“Agreement” means this Enterprise Agreement.

“College” and “Employer” means Nambour Christian College Ltd.

“Employee” means an employee whose employment is covered by this Agreement.

“NES” means the National Employment Standards within the Act as amended from time to time.

“School Officers” refers to those Employees employed in support roles within the College, including teacher assistants, administration staff and grounds staff.

“IEUA” means the Independent Education Union of Australia – Queensland and Northern Territory Branch.

### **1.7 Relationship with Awards and NES**

1.7.1 This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

1.7.2 This Agreement will incorporate the content of the Awards listed below in relation to the identified category of employee. In the event of any inconsistency between this Agreement and the content of the relevant Award, this Agreement will prevail to the extent of the inconsistency.

Teaching Staff	Educational Services (Teachers) Award
School Officers	Educational Services (Schools) General Staff Award
Drivers	Educational Services (Schools) General Staff Award

## 1.8 Relationship with Aims of the College

### 1.8.1 Preamble

Nambour Christian College is a Christian College in both orientation, expression and by its constitution seeks to fulfil the objects of the founders and directors. Everyone engaged in the College is a learner, each pursuing their personal best in a learning community. Staff, in-particular, will perform their roles and duties with a strong sense of Christian service and vocation; being committed to each other, the students and their families, the College Statement of Faith and the College Mission.

### 1.8.2 Mission Statement

All initiatives are measured against the overarching mission of Nambour Christian College:

*To provide a secure and supportive Christ-centred learning community, where a commitment to excellence, creativity and service is encouraged and modelled.*

### 1.8.3 Priorities of this Agreement

The six NCC Strategic Priorities for this agreement are based on NCC's Vision, Mission and Foundational Statements:

- (a) **Christian Community and Service Priority:** NCC has provided an affordable and authentic non-denominational Christian education to families throughout the Sunshine Coast since 1980. Its success is built on the heritage of sacrificial service where staff members partner with directors and families to build the Christian culture of the College. This requires a commitment from all staff to the sense of 'vocation' and 'calling' to work at NCC, including attitudes and daily activities relating to our Christian learning, expression and service.
- (b) **Staff Wellbeing Priority:** NCC, as employer, will strive to nurture, support and equip staff for their ministry in the various roles of 'teaching' and 'support and administration'. Together we strive to build a staff culture marked by unity of purpose, Christian service, supportive practices and shared values.
- (c) **Staff Conditions and Salary Priority:** NCC aims to attract and retain quality 'teaching' and 'support and administration' staff through competitive salary levels and conditions, structured professional learning, safe and supportive working conditions and periodic appraisal.
- (d) **Financial Stewardship Priority:** NCC aims to provide a non-selective Christian education to all families. This requires an ongoing commitment from all staff 'to the wise use of our finances in managing the College affairs' through a continued awareness of increasing pressures on College income, operating costs and optimum resource usage.
- (e) **Purpose of Education Priority:** NCC exists in partnership with parents in the formation of children and young adults. All programs have a 'strong emphasis on Biblical values and character development'. NCC seeks to fulfil the broad purposes of education as described in the 'Alice Springs (Mparntwe) Education Declaration' and the 'Augustinian' articulation of the intellectual, economic, moral and spiritual purposes of education. Staff will aim to develop students to be people of virtuous character, knowledge, wisdom and service through all programs and actions.
- (f) **Commitment to Excellence Priority:** NCC strives for everyone in our community to commit to excellence, as explained in scripture (e.g. Philippians 4:8 and Colossians 3:23) as part of Christian service. This includes a commitment to high academic and care standards, high-impact teaching and learning practices, professional standards, purposeful resourcing and working co-operatively with parents.

#### 1.8.4 College Improvement Committee

To achieve the above objectives and implement this agreement, the College will make its best efforts to form a College Improvement Committee will be formed to operate for the life of this agreement.

- (a) Objectives of the College Improvement Committee:
- (i) to promote a co-operative approach to the implementation of the initiatives of the Enterprise Agreement through a commitment to unity in enacting the common purpose and effective communication;
  - (ii) to plan for, problem-solve and ensure the implementation of agreed changes in work practices and organisation as outlined in the Enterprise Agreement;
  - (iii) to provide a mechanism for employees to be consulted on matters arising from the Enterprise Agreement that effect their working lives, thus providing a more satisfying work environment; and
  - (iv) to provide the opportunity for collaboration on a variety of issues designed to continually improve the College for all community members.

(b) Tasks of the College Improvement Committee

To achieve the above objectives, the College Improvement Committee will:

- (i) meet at least once every term;
- (ii) monitor the implementation of the Agreement and other workplace issues arising during the period of this agreement;
- (iii) consult with all Parties affected by ongoing implementation; and
- (iv) recommend items to be reviewed for timely application or included in the next Enterprise Agreement.

(c) Structure of the College Improvement Committee

To achieve the above objectives, the College Improvement Committee will reflect the staffing structure of the College and should include:

- (i) Head of Business Operations (Chair);
- (ii) Up to two additional persons appointed by the Executive Principal;
- (iii) elected or nominated representatives from each of the following areas:  
Junior Teachers (up to two),  
Secondary Teachers (up to two),  
College Support and Administration Staff (up to three), and  
where appropriate or necessary, other relevant personnel for input into specific issues.

#### 1.8.5 College Continuous Improvement

The Parties agree that over the life of this Agreement the staff will commit and support methods of achieving the College Mission and continual improvement in all daily functions through:

- (a) The good stewardship and responsible use of College resources
- (b) being committed to the enhancement of teaching and learning through a commitment to the College's Teaching and Learning Framework, professional standards, professional growth , mentoring, coaching and staff appraisal;
- (c) model and assist in the development of Christian character, including training for good conduct and manners from all students; insisting on high standards within the classroom, College grounds and all College activities;

- (d) supervise the correct wearing of the College uniform by all students;
- (e) be proactive in striving for a sustainable, litter-free and aesthetically beautiful environment;
- (f) be familiar and supportive of the College discipline programs;
- (g) assist in providing a safe environment for all students and staff, thereby maintaining the College Workplace safety requirements;
- (h) assist with the regular maintenance program by reporting items needing maintenance;
- (i) work closely with leaders and specialist staff in 'Nationally Consistent Collection of Data' (NCCD) and 'Students with a Disability' (SWD) professional practices and processes;
- (j) commit to providing a variety of co-curricular activities to support NCC's striving to develop 'well-rounded' students

## **PART 2 - DISPUTE RESOLUTION AND CONSULTATION**

### **2.1 Dispute Resolution**

This model is for dealing with disputes which arise from an enterprise agreement:

2.1.1 If a dispute relates to:

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

this model sets out procedures to settle the dispute.

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

2.1.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or leaders.

2.1.4 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.

2.1.5 The Fair Work Commission may deal with the dispute in 2 stages:

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

Note: 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 Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

- 2.1.6 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:
    - (i) the work is not safe; or
    - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
    - (iii) the work is not appropriate for the employee to perform; or
    - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

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

## **2.2 Consultation**

2.2.1 This term applies if:

- (a) the employer 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 College.
- (b) the employer proposes to introduce a change to the regular roster or ordinary hours of work of employees.

### **Major change**

2.2.2 For a change referred to in paragraph (2.2.1) (a):

- (a) The employer must notify the relevant employees of the decision to introduce the major change; and
- (b) Clauses 2.2.3 to 2.2.9 apply.

2.2.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

2.2.4 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

2.2.5 As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant employees:
  - (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the employees; and
  - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion — provide, in writing, to the relevant employees and their representatives:

- (i) all relevant information about the change including the nature of the change proposed; and
- (ii) information about the expected effects of the change on the employees; and
- (iii) any other matters likely to affect the employees.

2.2.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

2.2.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

2.2.8 If a term in the Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses 2.2.2, 2.2.3 and 2.2.5 are taken not to apply.

2.2.9 In this term, a major change is likely to have a significant effect on employees if it results in:

- (a) the termination of the employment of employees; or
- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to transfer or relocate employees to another workplace; or
- (g) the restructuring of jobs.

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

2.2.10 For a change referred to in paragraph (2.2.1) (b):

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) clauses 2.2.11 to 2.2.15 apply.

2.2.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.

2.2.12 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

2.2.13 As soon as practicable after proposing to introduce the change, the employer must:

- (a) discuss with the relevant employees the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant employees:
  - (i) all relevant information about the change, including the nature of the change; and
  - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
  - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

- 2.2.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 2.2.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 2.2.16 In this clause 2.2, *relevant employees*, means the employees who may be affected by a change referred to in subclause 2.2.1.

## **PART 3 - SALARY AND WAGES**

### **3.1 Salary and Wage Increases**

This Agreement provides for the following wage increases to be implemented as follows:

#### **3.1.1 Overall plan**

In determining salary and wages for staff the employer gives consideration to other systems and similar schools including, Education Queensland, Queensland Catholic Education, Lutheran Schools Queensland and other Christian Schools. The intention of the employer is to provide competitive salary and wages in comparison to the above-mentioned employers.

#### **3.1.2 Stage One (2023)**

- (a) **School Officers/Bus Drivers:** From the first full pay period after 1 January 2023, a minimum increase of 1.4% will apply to all salary and wage levels. These increases are incorporated into the rates under Schedule 1.2 of this Agreement.
- (b) **Teachers:** From the first full pay period after 1 January 2023, teacher salaries will align with Schedule 1.1 of this Agreement under the column January 2023.

#### **3.1.3 Stage Two (2023)**

From the first pay period after 1 July 2023, a minimum increase of 4% will apply to all teaching salaries and 5% for School Officers/Bus Drivers wage levels under Schedule 1 of this Agreement.

#### **3.1.4 Stage Three (2024)**

From the first pay period after 1 July 2024, a minimum increase of 3% will apply to all salary and wages levels. These increases are incorporated into the rates under Schedule 1 of this Agreement.

#### **3.1.5 Stage Four (2025)**

From the first pay period after 1 July 2025, a minimum increase of 3% will apply for all salary and wages levels. These increases are incorporated into the rates under Schedule 1 of this Agreement.

### **3.2 Salary Packaging**

3.2.1 All staff members have the option to package part of their salary.

- (a) The calculation and processing of these packages will be outsourced by the College to a reputable firm with the cost of such being covered by the staff member concerned.
- (b) Staff members will have the option of a no obligation discussion with the firm prior to agreement to adopting a packaged salary.
- (c) It is recommended that the staff member should seek independent advice as to the appropriateness of packaging for their salary level.

## **PART 4 – SUPERANNUATION**

- 4.1 The College will contribute 11% of an employee’s ordinary time earnings inclusive of its obligation under the superannuation guarantee or such higher amount as is required by law.
- 4.2 The College will change this contribution level to reflect changes in the superannuation guarantee level if and when they occur.
- 4.3 The College will make superannuation contributions for all eligible employees into an approved fund of their choice in accordance with the provisions of Superannuation Guarantee legislation.
- 4.4 Where an employee has not nominated an approved fund of their choice, the College will comply with its obligations under the Superannuation Guarantee (Administration) Act 1992, including:
- (a) Identifying any stapled fund for the employee; and
  - (b) If the Commissioner of Taxation is satisfied that there is no stapled fund for the employee, the College making superannuation payments on the employee’s behalf to its default fund Australian Retirement Trust (or any successor fund).

## **PART 5 - EMPLOYMENT POLICIES AND WORK PRACTICES**

### **5.1 TEACHERS**

#### **5.1.1 Principles**

The parties acknowledge the special nature of high quality Christian independent schooling. With unity of purpose and partnership with parents, teachers strive to provide the highest level of whole-of-life learning and pastoral care through a comprehensive range of formal and informal opportunities. The College recognizes and values that teachers contribute well in excess of the allocations described in this section.

#### **5.1.2 Total Teaching Weeks**

Academic classes will be held over a maximum of 38 weeks in a year. The exception will be when an extra week is added to the academic year by Education Queensland in which case an extra week will also be added to the NCC academic program for that year.

#### **5.1.3 Hours of Duty – Teaching Staff (effective from 2024)**

##### **Principles**

With common purpose and a strong commitment to Christian education, teachers and leaders strive to provide the highest quality of teaching, broad growth opportunities, pastoral care and effective partnerships with parents. The College and staff acknowledge that to fulfill this purpose teachers contribute well in excess of the hours described in this section and other areas of this agreement.

##### **Hours of Duty**

A teacher’s role as a professional includes annual responsibility and remuneration. The hours required to fulfill responsibilities each week can be changeable according to infrequent activities, special events and variations in preparation, assessment and reporting schedules.

Therefore, the hours of duty for teachers are based on an annual quantum of 1250 hours of curricular (including preparation and correction time) and co-curricular duties (pro rata for part time teachers). A document shall be provided upon request to teachers and middle leaders describing the composition of the quantum of hours for their specific role and duties.

College activities will be defined as either ‘mandatory’ (within the quantum) or ‘honorary and voluntary’. It is intended that flexibility will exist within the quantum of hours to enable leaders to

respond reasonably to individual circumstances, such as class size, learning support needs of students, extra-ordinary curriculum development, etc.

### **Curricular Teaching Duties**

Curricular teacher duties are those considered to require preparation, correction and instruction time. The maximum curricular time for teachers shall be:

Junior School teachers – 24 hours 30 minutes

Middle/Senior School teachers – 21 hours 36 minutes

It is noted that as well as subject teaching, timetabled sport, fitness, Christian Studies and similar lessons that require preparation/ correction time are considered 'curricular duties'.

### **Preparation and Correction Time ('PCT')**

Junior School Teachers: The weekly 'PCT' shall be a minimum of 2 hours and 30 minutes.

Middle/Senior School Teachers: The weekly preparation and correction time shall be 20% of curricular duties.

The primary and main function of planning, preparation and correction time shall be to undertake necessary planning, preparation, assessment and reporting to effectively carry out the role as a teacher. Duties undertaken during preparation and correction time may include:

- planning for teaching and learning duties for class groups, including formative and summative assessment;
- collecting, compiling and analysing data;
- curriculum planning and minor adjustments to curriculum;
- planning for student excursions and co-curricular activities;
- maintaining student records;
- group planning, coaching and/or mentoring meetings to a maximum of 30 minutes per fortnight (averaged over a semester);
- meeting with leaders if another time is unavailable;
- individual pastoral care conversations with students if break times are unavailable, and
- (Middle and Senior Schools) provide emergency supervision of classes to a maximum of approximately 10 per year. Note: This measure does not include lessons in lieu of lost classes, which will be allocated in the same week as classes lost or by negotiation.

The College acknowledges that Preparation and Correction time is essential for teachers and makes every effort to provide alternate or additional release time when there has been unusual demand for substitute cover or where interruptions have been unavoidable due to unforeseen circumstances. The College agrees that all reasonable attempts will be made to replace lost preparation and correction time.

Additional PCT may be allocated for special event preparation, such as camps, as determined appropriate by the Executive Principal or their delegate.

Teachers will not be required to be 'on-site' for preparation and correction time unless required for meetings with other staff, parents or students. This provision does not apply to leaders with PAR as they are expected to be generally available for on-site contact for the whole of each school day, although they may make special request to a Head of School from time-to-time. Requests for time with teachers by colleagues, parents or students can be made on the day.

Teachers 'off-site' during preparation and correction times must 'sign-out' and remain available for contact by phone during normal timetable hours.

### **Other Duties – Co-curricular**

The remainder of the total quantum of hours may include, but are not restricted to, the following directed duties:

- i. staff meetings (including curriculum department meetings)
- ii. classroom/playground/transport supervision
- iii. supervising students in study lessons or 'catch-up' lessons (where no preparation is required)
- iv. assemblies
- v. chapel
- vi. roll-marking
- vii. professional development workshops and professional growth programs
- viii. compliance
- ix. general activities related to learning (e.g. supervising exams)
- x. parent-teacher interviews
- xi. curriculum evenings
- xii. additional internal relief
- xiii. school special events (usually including two end-of-year celebration nights)
- xiv. school events (e.g. carnival)
- xv. special sports/arts/interest group activities

### **Camp Program**

The College 'camp' program is considered a core component of the holistic growth of each student. In addition to the quantum of 1250 hours per annum there is an expectation that teachers will attend one camp per year. In the unusual occurrence that special circumstances preclude attendance of a teacher, alternate activities will be arranged to contribute to another teacher attending on their behalf. Similarly, negotiations can occur for teachers to attend more than one camp provided their attendance is considered appropriate and not detrimental to their other duties. The Executive Principal or their delegate will have the final responsibility for these decisions.

### **Other Activities – Extra-curricular**

Teachers and leaders acknowledge the importance and missional relevance of other special programs for staff and students. These may include musicals, special interest groups, service trips, etc. Involvement in these activities is encouraged and considered honorary and voluntary.

Inter-school sport, arts groups, other cultural groups: It is acknowledged that inter-school sport, arts groups, other cultural groups form an important and valuable part of the students learning and wellbeing program. Activities in these areas may invoke a time allocation and/or special allowances at the discretion of the Executive Principal or their delegate, in consultation and agreement with the relevant staff member.

Some examples of co-curricular activities are:

- Training and/or managing a sporting team
- Involvement in special events (e.g. Music Tour)
- Debating, public speaking
- Berakah Miniature Show Team
- Chess club
- Special interest groups, such as Subject-related clubs/projects
- Leading a 'Friends of ...' parent group
- College Musical

**5.1.4 Professional Development Weeks**

- (a) Additional to the teaching weeks, there will be up to 11 days of professional development allocated each year, usually five days in the week preceding classes at the start of the year, up to five days in the mid-year student holiday period of three weeks and one day in term three.
- (b) When required, Part-time teaching staff will be offered professional development opportunities for professional development days, outside of their normal rostered timetable, if required to meet the obligations of professional development activities. This will be undertaken in consultation with the staff member
- (c) Heads of Department and Heads of School may request term-time employees to be offered working hours in these weeks to be decided by the Head of Business Operations.

**5.1.5 Part Time Teachers**

- (a) Part time employees shall undertake duties proportional to their fractional employment compared to a full-time teacher.

**5.1.6 Teaching Outside of Field**

- (a) The College will make efforts to allocate teaching staff within their areas of expertise wherever possible.
- (b) Where a teacher is allocated a class outside their area of expertise, the College will consult with them as early as possible.
- (c) The purpose of this consultation is to identify ways of supporting the teacher in teaching the allocated class. This may include access to professional development, additional release time, collegial support or modifications to timeframes or processes.

**5.1.7 Position Descriptions**

- (a) The Parties are committed to the ongoing development of Position Descriptions. During the life of this Agreement a schedule for timing of reviewing Position Descriptions will be determined, starting with Teacher-assistants.
- (b) Before alterations are made, or new positions added, a process of consultation with relevant employees or groups of employees will take place.
- (c) The Parties acknowledge that the Executive Principal has the ultimate responsibility for making decisions on the positions, roles and responsibilities within the College.

**5.1.8 Teacher Appraisal**

- (a) An effective appraisal process for all staff will be introduced during the course of this Agreement, based on the NCC Teaching and Learning Framework and AITSL standards.
- (b) The intention of the appraisal process will be to identify areas of strength as well as areas for continual improvement.

**5.1.9 Vocational Education**

Where teachers are required to undertake industry placement to gain or maintain accreditation to deliver vocational competencies, such placement will occur where possible during normal school hours and academic weeks.

Where the industry placement can be scheduled only outside of school time, the Executive Principal shall negotiate with the teacher, prior to undertaking the relevant industry placement, special arrangements which may include additional release time, timetable adjustments, time-in-lieu provision, adjustments to supervisions and release from other duties. Costs associated with the industry placement will be met by the College.

**5.1.10 Positions of Added Responsibility**

The Parties agree to the implementation of Positions of Added Responsibility (PAR) provisions as outlined in Schedule 3 of this Agreement. This schedule will be reviewed during the life of this agreement.

**5.1.11 Professional Development**

- (a) There is a joint responsibility between the employer and staff for professional development to maintain currency and enhance their skills.
- (b) Where possible, professional development shall be linked to initiatives relating to continual improvement, changes in work practices, the relevant appraisal system and the appropriateness to the employee's position.
- (c) It shall be the College's responsibility for provision of a core of professional development, including release time and course fees within the College's budget. It is expected that staff will also contribute some of their own time to professional development activities.
- (d) Where practical, employees will be provided with an official statement of professional development offered by the College for accreditation and reference purposes.
- (e) The Parties are committed to enhancing the skills of all employees through the provision of both internal and external professional development and training, within the College's financial capacity, linked to:
  - (i) the relevant appraisal system;
  - (ii) the goals of the College;
  - (iii) the personal goals of the employees as related to their work;
  - (iv) the appropriateness to the employee's position; and
  - (v) workplace and industrial issues.
- (f) Teaching staff will be encouraged to be involved in such things as relevant subject associations, Queensland Curriculum and Assessment Authority positions, cluster meetings, conferences and further formal study.
- (g) In accordance with our desire to have committed, dedicated Christian teachers, the College believes that a teacher's ability to teach "Christianly" is a continuous and ongoing process. Understanding subject matter from a Christian perspective is imperative. Therefore, the College will endeavour to provide professional development for employees from a Christian perspective each year.
- (h) The College will consider special requests from Heads of Department and other senior staff to attend national and international conferences.
- (i) Part-time employees are expected to report for full day duty for the pupil free day/s nominated for professional development activities during the school year declared by the employer as requiring attendance by all teaching staff. All attendance required beyond the proportion that the participants arrangement bears to a full-time employee will be in paid time.

**5.1.12 Teacher Classification**

- (a) A four (4) year trained teacher shall be appointed at Graduate in the scale at Schedule 1.
- (b) Prior teaching experience will be credited on a year-for-year basis when determining classification of a new employee.
- (c) Progression between the incremental steps will occur after one year of full-time service. Progression will be pro-rated for part-time staff, provided that where hours are more than 90% of a full-time load, such service will count as one year.
- (d) For part-time and casual teachers, a completed year of service is deemed to be 1200 hours of paid work.
- (e) Teachers who have been classified at the top incremental step for two years are eligible to apply for the Experience Accomplished Teacher classification, consistent with the provisions of Schedule 4 of this Agreement.
- (f) Provisions for those externally certified as Highly Accomplished or Lead Teacher appear in Schedule 5 of this Agreement.
- (g) Junior School Specialist Teacher Review

The College, in conjunction with employees will, during the life of this Agreement:

- (i) review the current Junior School Specialist Teacher position descriptions and classification structure and identify its key characteristics and its strengths and deficiencies in serving the employer and employees; and
- (ii) identify and analyse strengths and deficiencies of alternative position descriptions and classification structures.
- (iii) make recommendations to the school leadership for consideration.

**5.1.13 NCCD**

- (a) Government funding for students with disability is provided to schools for the purposes of providing appropriate and reasonable adjustments for eligible students in support of educational outcomes.
- (b) The distribution of funding at school level has a focus on classroom delivery of resources needed for planning, delivery, documentation reporting and educational outcomes. Resources to the classroom teacher will include but are not limited to:
  - (i) Timely provision of information on the functional impact of student's disability and necessary adjustments to be made to meet educational and support needs prior to a student's placement; and
  - (ii) Professional development and training in the use of NCCD processes and implementation at a school level; and
  - (iii) Allocation of time (beyond non-contact time provisions in this Agreement) for employees engaged in educational provision for students with disability to plan, deliver, document, report and review educational outcomes; and
  - (iv) Allocation of employee time to support the documentation and reporting of appropriate and reasonable adjustments within and outside of the classroom setting.
  - (v) The impact of such arrangements on the work duties and working arrangements of teachers and school officers.

- (c) Arrangements at school level for the collation and reporting of NCCD are established on the basis that the legislative requirements are to be met. Processes employed are consistent with the minimum NCCD guidelines as published by the Department of Education regarding the level of requirements and accountability required by the Federal department.
- <https://www.nccd.edu.au/tools/nccd-guidelines-1>
- <https://www.education.gov.au/swd/resources/evidence-requirements-nationally-consistent-collection-data-school-students-disability-nccd>
- (i) Existing records, processes and structures will be used wherever possible for gathering evidence and recorded in one document such as Individual Learning Plan to minimise unnecessary duplication.
- (ii) Employees undertaking the gathering of evidence and recording of data re to be informed of the nature of sufficient vs excessive evidence prior to the start of the collection period.
- (d) The employer will provide training and professional learning for employees engaged in the support of educational provision for students with disability in the form of:
- (i) Access to information on the functional impact of the student's disability and necessary adjustments to be made prior to the student's placement in a class; and
- (ii) Techniques and strategies appropriate to supporting necessary adjustments aligned to the education and support needs of a student; and
- (iii) Instruction in physical lifting and support techniques if appropriate; and
- (iv) Training regarding the administration of medication and emergency procedures.

## 5.2 SCHOOL OFFICERS AND BUS DRIVERS

### 5.2.1 Classification and Appraisal of School Officers

The Parties agree to the implementation of the School Officer classification and remuneration structures as outlined in Schedule 2 of this agreement. The School Officer's classification covers support and administration staff, grounds staff and teacher assistants.

An effective appraisal process will be developed during the course of this agreement and position descriptions will be reviewed at least every 3 years. It is understood that:

- (a) The employer determines the school officers classification level
- (b) Progression between the incremental steps will occur after one year of full-time service for all levels (1976 hrs), with the exception of Level 8 School Officers.
- (c) If an employee thinks that their role has changed, they can apply to the employer for a review of their classification
- (d) Employees can only make such a request once every twelve months.

#### School Officer Classification Review

The College, in conjunction with employees will, during the life of this Agreement:

- (a) review the current school officer classification structure and associated operations and identify its key characteristics and its strengths and deficiencies in serving the employer and employees; and

- (b) identify and analyse strengths and deficiencies of alternative classification structures and associated operations, and give consideration to:
  - (i) a structure and associated operations for the whole of school officer cohort; and/or
  - (ii) a structure and associated operations for segments/categories of school officers.

#### 5.2.2 Professional Development

- (a) The College recognises the specific training requirements of school officers in their contribution to the support of students, teaching staff and school programs.
- (b) School officers and bus drivers shall be provided with regular opportunity (at least two days per year) of professional development and training, within ordinary working hours, which will form part of the employee's professional development and training plan. Such professional development shall be in addition to employer directed compliance and regulatory training.
- (c) The quantum of professional development provided, in clause 5.2.2 (b) above, shall be such as to meet the knowledge and skills required by the employee's designated position, employer initiatives and (as appropriate) future roles and duties.
- (d) In practice and in order to deliver an effective approach to professional development for school officers and bus drivers and to meet the needs of the school, consultation will occur between the employee and employer in order to identify appropriate professional development and training to be undertaken and this will form a personal professional development plan.
- (e) Where professional development is directed outside ordinary working hours (including reasonable travel time), school officers and bus drivers will be granted time-in-lieu for the equivalent hours taken at a mutually convenient time or may receive payment at their ordinary hours rate.
- (f) Term-time employees will be invited and paid to attend the staff retreat for sessions relevant to School Officers and Bus Drivers.

#### 5.2.3 Annualisation of Salary – Term Time School Officers

- (a) A school officer is employed on a term-time basis, the employee may elect to have his/her salary annualised. School officers engaged for a fixed period of less than one (1) school year will not be eligible to elect to annualise their salary.
- (b) Where a school officer elects to have his/her salary annualised, the employee must make application to do so prior to the conclusion of Term 4 of the year preceding the calendar year in which the employee elects to receive such annualised payments. A school officer who does not make application to have his/her salary annualised in accordance with the timeline detailed above will not be eligible to receive such annualised payments.
- (c) Where a school officer elects to have his/her salary annualised, such arrangement will operate for a period of one year and the employee will be paid annualised fortnightly payments for one calendar year. A school officer will elect whether or not he/she will continue the arrangement on an annual basis. Having made the election to have his/her salary annualised, such arrangements cannot be altered during the calendar year in which they are in operation.

- (d) Upon receipt of a school officers' application to have his/her salary annualised, the employer will provide to the employee confirmation in writing of the net annualised fortnightly salary which will be paid to the employee for the period of the arrangement.

#### 5.2.4 Part-Time Employment

- (a) A part-time school officer is an employee who:
  - (i) is engaged to work:
    - (a) less than 38 ordinary hours per week or less than an average of 38 hours per week; and/or
    - (b) for less than the full school year, and
  - (ii) has reasonably predictable hours of work; and
  - (iii) receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees covered by this Agreement.
- (b) At the time of engagement, the employer and the employee will agree in writing on the number of ordinary hours per week and the pattern of work required in accordance with clause 5.2.4 (a) of this Agreement.
- (c) Any variation to the work pattern, including the normal starting and finishing times prescribed in clause 5.2.4 (a) of this Agreement, will be in accordance with methods of altering the ordinary hours of work for full-time employees.
- (d) The agreed number of ordinary hours per week may only be varied by mutual agreement. Any such agreed variation to the number of weekly hours of work will be recorded in writing.
- (e) A part-time employee employed under the provisions of this clause must be paid for ordinary hours worked at the rate of one-thirty-eighth (1/38<sup>th</sup>) of the weekly rate prescribed for the class of work performed.
- (f) Where a public holiday falls on a day upon which an employee is normally employed, that employee shall be paid the appropriate rate for the number of hours normally worked on that day.
- (g) Where an employee and their employer agree in writing, part-time employment may be converted to full-time, and vice-versa. If such an employee transfers from full-time to part-time (or vice-versa), all accrued entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

#### 5.2.5 School Officers - Multiple roles

Term-time staff may register an interest in receiving extra duties and hours of work during the term and term break, which will supplement their normal wages. The College will consider term-time school officers for extra duties identified that fall within their area of expertise, including: sport coaching, after-school supervision, crossing and bus supervision, Homework Club, special interest groups (including 'user-pays' initiatives) and other initiatives suggested by staff or the College.

- (a) This clause 5.2.5 applies only to non-teaching employees
- (b) An employee may only be employed on multiple Contracts of Employment in accordance with the provisions of this clause 5.2.5

- (c) Part-time employees may be engaged on separate individual Contracts of Employment where any subsequent flexible working agreement is for a separate and distinct category of work covered by this Agreement.
- (d) For the avoidance of doubt, overtime is not payable to an employee subject to this clause in circumstances where the hours worked by the employee under each contract of employment remain at or below 38 hours per week (even if the total hours worked under the multiple contracts collectively exceeds 38 hours per week).
- (e) An employee may only be employed on separate and distinct Contracts of Employment on a voluntary basis.
- (f) Where an employee is employed on separate and distinct Contracts of Employment, that employee will be paid for the subject work at the applicable rates prescribed by this Agreement for each category of work
- (g) An employee may only be employed on separate and distinct Contracts of Employment where the effects of entering into such an arrangement have been explained by the College.
- (h) The employment of an employee on separate and distinct Contracts of Employment must be recorded in writing and signed by the employee.
- (i) Employees will have the option to be paid in the normal pay period or defer payment to be paid during the next school term break.

### **5.3 ALL STAFF**

#### **5.3.1 Staff Involvement in Camp and Service Trips**

- (a) Year Level Camps and Service Trips:

Over the period of this agreement, staff will receive either time in lieu for attending school camps as set out below, or an allowance will be paid at a rate of \$100 per night. Staff are required to confirm in writing to the relevant Head of School prior to the camp departing, which option they will be taking.

- (i) Camps operating five and over nights will attract two days' time in lieu;
- (ii) Camps operating over 3-4 nights will attract one day time in lieu; and (iii) Camps operating over 2 nights will attract 1/2 day time in lieu.

- (b) Other Curricular and Co-Curricular Camps:

Where a staff member is required to be on another College approved camp, that individual will receive an allowance of \$100 per night in addition to their usual salary, with no time in lieu being due.

- (c) School Officers who express an interest in attending College camps, where no formal prior arrangements exist, are to confirm remuneration arrangements and relief cover prior to leaving on camp with the Head of Business Operations. Agreement will be confirmed in writing.
- (d) School Officers who wish to attend a College camp recognise that hours beyond a standard 7.6 hour day may occur and that engagement in camp activities past 7.6 hours per day is honorary and voluntary.

#### **5.3.2 Use of Technology**

The College is committed to the effective use of technology in teaching and learning and for the overall administration of the College. Staff are expected to commit to the training and professional development provided by the College to remain current in their use of technology in their respective roles. They are also expected to use the technology provided to ensure effective communication in the

College, maintain appropriate records and to access the important information relevant to staff that is provided in a digital form.

### 5.3.3 Payslips

Payslips are available to all staff through the online portal. The fortnightly pay advice provides the following:

- (a) salary scale/classification level;
- (b) ordinary wage rate and the amount paid at that rate;
- (c) gross payment;
- (d) tax paid;
- (e) net payment;
- (f) superannuation contributions;
- (g) personal/carers leave cumulative provision in hours;
- (h) Long Service Leave entitlement once the employee has reached the date of the first entitlement, being 7 years. However, the program allows access to full entitlement and pro-rata entitlement from a location other than pay advice.
- (i) Accrued annual leave entitlement in hours;
- (j) HECS payments/deductions

### 5.3.4 Support for Further Study

Financial support and/or time for studies/assignments, etc. may be offered to staff to advance their academic qualifications. This will be considered on a case-by-case basis upon application in writing by the employee to the Executive Principal, including information regarding course details and benefits to both employee and the College.

### 5.3.5 Employee Assistance Service

The Employee Assistance Service is a professional, confidential counselling service made available to employees to support and enhance a staff member's wellbeing. Employees and members of their immediate family may access up to three (3) counselling sessions with the cost born by the College. Details of the EAS are made available to staff.

### 5.3.6 After School Supervision for children of staff members

The Employer will provide after-school supervision to the children of both teaching and non-teaching employees while employees are attending compulsory staff meetings and/or small group meetings to a maximum of two sessions per week. This provision will extend to single PD days which may occur from time to time, such as the common PD day in term 3. Staff requiring supervision for their children after school will need to register their request at least two-weeks in advance.

### 5.3.7 School Fee Reduction

- (a) All employees are entitled to a 25% discount on advertised tuition fees (applicable per family). Staff may also apply for additional reductions in tuition fees and discounts for other services (such as sport and music) which will be considered on a case-by-case basis, referring to attributes such as family income and special circumstances. The College will make all reasonable attempts to support NCC staff partnering with NCC for the schooling of their children. All applications should be given to the Head of Business Operations.

5.3.8 **Meal Breaks and Rest Pauses**

- (a) This clause applies to employees who are teachers.
- (i) Meal Breaks
- Teachers are entitled to an unpaid meal break of at least thirty (30) continuous minutes duration per day.
  - Where supervision or other duties have been rostered within the normal timetabled meal break, an alteration to the provision of the minimum unpaid meal break (thirty (30) minutes) may be achieved through consultation with teachers, provided that:
    - all teachers receive a minimum continuous meal break of twenty (20) minutes per day; and
    - For a full-time teacher total period for meal breaks is no less than one hundred and fifty (150) minutes per teacher per week. This cannot be averaged over a longer period. This will be pro-rated for part-time teachers
    - Where teachers in specialist roles are required to perform duties throughout the course of scheduled meal breaks, a meal break of at least thirty (30) minutes shall be provided at an alternative time determined by agreement between the Executive Principal and individual teachers.
- (ii) Rest Pauses
- Full-time teachers are entitled to a paid tea break of ten (10) minutes duration per day to be included within normal school hours. Where it is impracticable to take the tea break on a daily basis the break may be averaged over a one (1) week period.
  - Part-time and casual teachers will be entitled to the tea break as provided in clause 5.3.8 (b) (ii) only where the tea break occurs during a period of paid employment for the employee.
- (b) This clause applies to employees who are school officers or bus drivers.
- (i) Meal Breaks
- An employee who works more than five (5) ordinary hours in any one day shall be entitled to an unpaid meal break of not less than half an hour and not more than one (1) hour per working day.
- (ii) Rest Pauses
- Full-time employees shall receive a paid rest pause of ten (10) minutes duration in the first half and the second half of each day worked.
  - Employees other than full-time who work a minimum of four (4) consecutive ordinary hours but no more than six (6) consecutive ordinary hours on any one day shall receive a paid rest pause of ten (10) minutes duration.
  - Employees who work in excess of six (6) consecutive ordinary hours (excluding the meal break) on any one day shall receive a paid rest pause of ten (10) minutes duration in the first half and the second half of the period worked.
  - Such rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary.
  - Notwithstanding the foregoing, where the employer and the employees agree the rest pauses may be combined.

## **PART 6 – CONTRACT STAFF**

### **6.1 Fixed Term Appointment**

- 6.1.1 The employer will employ an employee on a fixed term contract of employment only where the employee is appointed to cover an identifiable short-term need and where such appointment complies with the Fair Work Act (as amended from time to time).
- 6.1.2 An identifiable short-term need could include:
- (a) filling the position of a specified employee who is on nominated leave from the College
  - (b) special projects, including short-term funded projects
  - (c) filling the position of an employee arising from a resignation, where such position is declared vacant, and no suitable permanent employee is available
  - (d) accommodating temporary enrolment fluctuations resulting from a specific short-term factor such as a population influx during the construction period of an industrial development; and
  - (e) employing a part-time school officer to address class size issues and/or enhance curriculum offerings on a short-term basis.
- 6.1.3 Where the employer employs an employee on a fixed term contract, the employer will indicate in the employee's letter of appointment the identifiable short term need which the employee is appointed to fill. The letter of appointment will also contain the terms, conditions and specific duration (commencement and cessation dates) of the appointment.
- 6.1.4 A fixed term contract of employment will not be used as a probationary period.
- 6.1.5 Except as provided in clause 6.1.6 below, a fixed term employee will not be employed for a period in excess of twelve (12) months. However, if the identifiable short-term need exists after the twelve (12) month period, a further fixed term appointment (no longer than twelve (12) months) may be agreed between the parties. Any agreement reached between an employer and an employee as prescribed by this clause shall be in writing and signed by both parties.
- 6.1.6 Subject to the Fair Work Act, a fixed term employee may be employed for a period in excess of twelve (12) months in the following circumstances:
- (a) Where the employer receives short term funding for a specific purpose/ project and that funding covers a specified period which is in excess of twelve (12) months then an employee may be appointed for that specified period of time; or
  - (b) where an employee is provided with a period of parental leave which is in excess of twelve (12) months then an employee may be appointed on a fixed term contract for that specified period of time; or
  - (c) where an employee commences a specified period of approved leave (paid and/or unpaid) which is in excess of twelve (12) months then an employee may be appointed on a fixed term contract for that specified period of time.
  - (d) if the reason for the fixed term employment is employing a part-time school officer to address class size issues and/or enhance curriculum offerings on a short-term basis (see 6.1.2(e)).

**PART 7 – LEAVE ENTITLEMENTS**

Leave entitlements include the minimum set out in NES. The following section gives some clarity for common leave entitlements as well as describing additional provisions from the College not part of NES.

**7.1 Annual Leave**

**7.1.1 Teaching Staff**

Annual leave is provided for in the NES. Annual leave provisions shall be calculated in accordance with proportion of salary clause in this Agreement.

**Pro rata payment of salary inclusive of annual leave**

- (a) Clause 22 of the award provides industry specific detail and incorporates the [NES](#) entitlement with respect to annual leave.
- (b) Clause 22 does not apply to teachers employed in early childhood services operating for at least 48 weeks per year covered by Schedule A —Hours of Work and Related Matters—Teachers employed in early childhood services operating for at least 48 weeks per year.
- (c) For the purpose of clause 22:
  - (i) **school or preschool service date** means the date from which employees are paid at the commencement of the school/preschool year in their first year of service with the employer; and
  - (ii) **employee** means an employee other than a casual employee.
- (d) The provisions of clause 22 will apply:
  - (i) in the calculation of payment of pro rata salary where an employee’s employment ceases; or
  - (ii) in the calculation of payment of pro rata salary if:
    - an employee commenced employment after the school or preschool service date; or
    - an employee has taken leave without pay of more than 2 term weeks since the school or preschool service date; or
    - the hours which an employee has worked at school or preschool have varied since the school or preschool service date.

**(e) Calculation of payments**

The calculation is as follows:

		S x C		
P	=	————	-	D
		B		

- P is the payment due
- S is the total salary paid in respect of term weeks, or part thereof, since the school or preschool service date or the date of employment in circumstances where the employee has been employed by the employer since the school or preschool service date
- B is the number of term weeks, or part thereof in the school or preschool year

C is the number of non-term weeks, or part thereof, in the school or preschool year

D is the salary paid in respect of non-term weeks, or part thereof, that have occurred since the school or preschool service date or date of employment in circumstances where the employee has been employed by the employer since the school or preschool service date

(f) The formula in clause (7.1.1 (e) is intended to be used to calculate the pro rata salary inclusive of annual leave owing to an employee in respect of the school/preschool year in which the formula is applied.

(g) **Employees who commence employment after the commencement of the school or preschool year**

An employee who commences employment after the usual date of commencement at a school or preschool in any school/preschool year, will be paid from the date the employee commences provided that at the end of the last school/preschool term or final semester in that year, the employee must be paid an amount calculated pursuant to clause 22.5 (7.1.1(e) and will receive no salary or other payment other than payment under clause 22.7 (7.1.1(g) until:

- (a) the school or preschool service date or the resumption of Term 1; or
- (b) first semester in the following school/preschool year.

(h) **Employees who take approved leave without pay**

Where an employee takes leave without pay with the approval of the employer for a period which (in total) exceeds more than 2 term weeks in any year, the employee will be paid a salary calculated in accordance with clause 22.8 (7.1.1(h) as follows:

- (a) if the leave without pay commences and concludes in the same school/preschool year, the payment will be calculated and made at the conclusion of the last school/preschool term or final semester in that year;
- (b) if the leave without pay is to conclude in a school/preschool year following the school/preschool year in which the leave commenced:
  - (i) at the commencement of the leave, a payment will be calculated and made in respect of the school/preschool year in which the leave commences; and
  - (ii) at the end of the last school/preschool term or final semester in that year in which the leave concludes, a payment will be calculated and made in respect of that school/preschool year.
- (c) If the employee returns early from leave any payment under clause 22.8(b)(i) (7.1.1(h)(b)(i) will be taken into account in calculating the amount owed to the employee at the end of the last school/preschool term or final semester in that year.

7.1.2 School Officers & Bus Drivers

For all School Officers and Bus Drivers other than casuals, annual leave entitlements shall be in accordance with the NES.

7.1.3 General Provisions – School Officers & Bus Drivers

- (a) Annual leave may only be taken during School Holiday Periods, unless the Executive Principal approves otherwise in his/her sole and absolute discretion.
- (b) A term-time Employee will be entitled to their annual leave from the date that the school holiday period commences. Where a term-time employee does not have sufficient accrued Annual Leave to cover the entire school holiday period, the term-time employee will be deemed to be on Unpaid Leave for the balance of that school holiday period. However, where a term-time employee and the Executive Principal mutually agree, a term-time employee may access their accrued annual leave at some other time. Any part of a school holiday period which is not part of the term-time employee's annual leave is deemed to be unpaid leave.
- (c) Clause (b) above does not apply to School Officers on annualised salaries.

7.1.4 Annual leave loading shall be calculated as follows:

- (a) The employee shall receive their ordinary wage rate as prescribed by this Agreement for the period of annual leave;
- (b) A further amount calculated at 17.5% of the amount referred to in clause 7.1.1; and

**7.2 Long Service Leave**

- 7.2.1 All employees at Nambour Christian College shall accrue an entitlement to long service leave at the rate of 1.3 weeks per year for each completed year of full-time continuous service or pro rata as the case may be.
- 7.2.2 Staff will be able to access long service leave after completing seven (7) years of continuous service.
- 7.2.3 An application for long service leave must be made in writing preferably by the end of Term 3. The time and manner of the taking of such leave is subject to mutual agreement between the staff members and the Executive Principal. For the sake of students and replacement teachers, it is desired that the number of weeks utilised shall be sufficient to cover the full academic term in which the leave is taken. When the number of weeks utilised is less than the full entitlement, the balance may be utilised with subsequent entitlements.
- 7.2.4 Employees may request to take periods of less than one (1) academic term of long service leave under special circumstances. Such requests will be considered by the Executive Principal on a case-by-case basis and shall not be unreasonably denied.
- 7.2.5 Long Service Leave should be taken within twelve (12) months of it becoming due, or as negotiated with the Executive Principal.
- 7.2.6 Should a staff member cease to be employed after completion of the initial (7) seven years, the staff member will be entitled to pro-rata payment of long service leave.
- 7.2.7 If some or all of the service is part-time, the number of weeks of long service leave of the entitlement is calculated in the same proportion as the time actually worked bears to full-time employment.
- 7.2.8 For part-time staff the above conditions apply, except that the long service leave entitlement is calculated as follows:

<u>Actual Service (in weeks)</u>	X	<u>13</u>
52		10

- 7.2.10 Staff may request to take their long service leave at half pay and double time as approved by the Executive Principal, taking into account the operational requirements of the College.
- 7.2.11 Non-teaching term-time employees may choose to access accrued long service leave during periods of unpaid leave, including school vacations.
- 7.2.12 Special Circumstances may arise where it is preferable for an employee and employer to pay out all or part of an employee's long service leave entitlement when it falls due, without the employee accessing the corresponding leave. Such payment would be subject to:
- (a) an application by the employee for the payout of long service leave and the employer and employee both agreeing in writing to the payout out of the long service leave
  - (b) whilst an application may be made by an employee for the payout of long service leave, approval for such a payout is at the discretion of the employer
  - (c) where agreement is reached to pay out long service leave, superannuation at the employee's current rate will be payable
  - (d) the employee having the right to salary sacrifice the amount of long service leave or a proportion of the agreed payment to superannuation.

### **7.3 Personal/Carer's Leave**

This type of leave has previously been referred to as Sick Leave or Family Leave, and will be provided in accordance with the NES

- 7.3.1 An employee, other than a casual, will be entitled to ten (10) days paid personal carer's leave for each year of service in accordance with the NES.
- 7.3.2 On commencement, new employees will be granted, after the completion of two weeks' service, their full personal/carers leave entitlement for that calendar year only.

### **7.4 Pandemic Leave**

In the case of a declared public health emergency under the *Public Health Act 2005 (Qld)*, five days Pandemic Leave now included as part of the Agreement, upon receipt of relevant medical evidence, such as a doctor's certificate or positive antigen test. Upon notification by the employee who has been affected, this leave will be attributed before other personal/carers leave is applied.

### **7.5 Special Leave**

Employee's may apply for up to two paid days per year Special Leave (non-cumulative, non-vesting), during what would otherwise be directed work hours. This leave is to facilitate the need to take leave, for a pressing domestic necessity. The criteria for approval of Special leave is to be made available for family events/activities, outside of the realm of any other type of leave.

Such pressing domestic needs may be, but not limited to, attendance at high level (at least at state or above) sport competitions for immediate family members and special family events (e.g. extended family weddings, extended family funerals, graduation services of family members, moving home). The request for leave will be submitted in writing to the College Executive for assessment, ideally with at least 4 weeks advance notice of the event, and final leave approval is at the Principal's discretion. The College reserves the right to ask the employee to provide evidence for the leave being taken, as a condition of approval.

Special Leave is not to be used because other forms of leave are exhausted (eg sick leave or annual leave). Special leave is to be used only for the purpose for which it is intended and is during directed work hours.

**7.6 Christian service leave**

Employee's may apply for up to two days per year (non-cumulative, non-vesting) for Christian Service leave to be made available for Christian service involvement, church-related events or learning, to support their role in Christian service (additional days may be applied for in special circumstances), where such service is in alignment with the Christian ethos, culture and mission of NCC. Christian Service leave is to enable employees to apply to take leave for such events during directed work hours. The request for leave will be submitted in writing to the College Executive for assessment, with at least 4 weeks advance notice of the event, and final leave approval is by the Principal's discretion. The College reserves the right to ask the employee to provide evidence for the leave being undertaken, as a condition of approval.

**7.7 Fifth-year Service Leave**

Over the life of the Enterprise Agreement the College will undertake to look at the feasibility of implementing 'fifth year service leave'.

Fifth Year Service Leave is envisaged to be an arrangement whereby an employee can sacrifice 1/5<sup>th</sup> of their pay, and then use this pay to take 12 months leave in year 5, from when they commenced the 1/5<sup>th</sup> salary sacrifice, being paid the amount they previously sacrificed.

**7.8 Leave Without Pay**

7.8.1 An employee has the right to apply for leave without pay.

7.8.2 Where an employee applies for leave without pay under this clause, the employee shall state the reasons for the leave and the length of leave without pay being sought.

7.8.3 Leave without pay does not break an employee's continuity of service, but the period of leave without pay shall not be taken into account in calculating an employee's length of service for any purpose in this agreement.

7.8.4 The maximum period for which leave without pay is granted under this clause shall be one year.

7.8.5 The granting of such leave is at the discretion of the Executive Principal but will not be unreasonably refused. If such an application is refused, reason will be provided to the applicant in writing.

**7.9 Compassionate Leave**

7.9.1 Compassionate Leave will be provided in accordance with the NES, unless otherwise provided in this clause.

7.9.2 An employee is entitled to at least three (3) days paid compassionate leave for each permissible occasion when:

- (a) a member of the person's immediate family or household:
  - i Contracts or develops a personal illness that poses a serious threat to his or her life; or
  - ii Sustains a personal injury that poses a serious threat to his or her life; or
  - iii Dies; or
- (b) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
- (c) the employee, or the employee's spouse or de facto partner, has a miscarriage.

7.9.3 Employees may access compassionate leave in accordance with this clause, whilst on other types of leave under this agreement (excluding unpaid leave).

- 7.9.4 Compassionate leave can also be applied if the employee reasonably requires extra time to travel to and from the funeral or other ceremony for the death, an amount of unpaid compassionate leave equal to the time reasonably required for the travel.
- 7.9.5 Compassionate leave may be taken as a single three-day period, three separate one-day periods, or as otherwise agreed with the employer.
- 7.9.6 If the permissible occasion is the contraction or development of a personal illness or sustained the personal injury in accordance with (a)(i) and/or (ii) above the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

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

- 7.10.1 The College is committed to supporting an employee who is experiencing domestic or family violence and will provide leave according to NES for the staff member to address matters including, but not limited to:
- (a) Attending medical and/or counselling appointments
  - (b) Sourcing alternative accommodation
  - (c) Accessing legal advice
  - (d) Attending legal proceedings
  - (e) Organising alternative care for members of their immediate family or household
  - (f) Organising alternative education arrangements for their children
  - (g) Rebuilding support networks; and
  - (h) Other issues relating to domestic violence
- 7.10.2 This leave may be taken as consecutive or single days or as a fraction of a day upon negotiation with a member of the College Executive.
- 7.10.3 To access this leave, the employee will have a discussion with a member of the College Leadership Team. College Leadership Team will take a flexible and sensitive approach to the request.
- 7.10.4 This leave may be taken as consecutive or single days or as a fraction of a day and if the employee is eligible for such leave under the NES, the leave will be approved. If their Domestic Violence Leave entitlement is exhausted, an employee may access personal leave or long service leave for the purposes of this provision.
- 7.10.5 Employees can also access existing leave entitlements (including but not limited to the abovementioned purposes), without the usual notice requirements.
- 7.10.6 It is not mandatory for the employee to have exhausted other forms of paid leave prior to accessing Domestic Violence Leave.
- 7.10.7 The College may ask for evidence that shows the employee took the leave because they were experiencing family and domestic violence and to deal with the impact of family and domestic violence and it was impractical to do so during work hours.
- 7.10.8 Measures
- All reasonable measures will be taken:
- (a) so that no adverse action will be taken against an employee on the basis of domestic violence victim status; and
  - (b) to support an employee experiencing family and domestic violence prior to any formal action being considered and taken if the employee's attendance or performance at work suffers as a result of experiencing domestic violence.

- (c) All personal information concerning domestic violence will be kept confidential in line with the Employer's Policy and relevant legislation. No information will be kept on an employee's personnel file without their written permission.
- (d) The employer will work collaboratively with the employee who is experiencing domestic violence to develop protocols to restrict access to the employee's personal information and contact details.
- (e) The employer will approve any reasonable request from an employee experiencing domestic violence for:
  - changes to their span of hours or pattern or hours and/or shift patterns;
  - job redesign or changes to duties;
  - relocation to suitable employment within the workplace;
  - changes to communication and technological processes and/or access to avoid harassing contact (which may include telephone number, email address, website content and other technology-based public forums or social media);
  - a change to parking and/or transport arrangements;
  - any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

7.10.9 Supporting another person experiencing domestic violence:

- (a) An employee who supports a person experiencing domestic violence may use their existing carer's leave to accompany the person on activities related to that personal crisis, or to mind the children of the person to enable them to undertake activities related to such significant matter.
- (b) This sub-clause applies only where an employee supports a person who is a member of their immediate family or household.

**7.11 Parental Leave**

- 7.11.1 Unpaid parental leave provisions are provided for in the NES. This clause supplements the NES provisions. This clause supplements the NES provisions.
- 7.11.2 The College will provide fourteen (14) weeks paid parental leave to employees that meet the eligibility criteria detailed in Clause 7.13.
- 7.11.3 Time taken on paid parental leave is considered to be part of the employee's entitlement to unpaid parental leave under the NES.
- 7.11.4 Notice is to be provided in writing to the Executive Principal and in accordance with the NES (generally at least 10 weeks prior to commencing the leave), . The employee must give an indication of the period of unpaid leave under the NES that the employee intends to access.

**7.12 Taking Paid Parental Leave**

- 7.12.1 Paid parental leave will be taken during the fourteen (14) weeks immediately following birth or adoption of the child.
- 7.12.2 Employees may apply to bring forward their period of paid parental leave to the first day of leave.

### **7.13 Eligibility**

- 7.13.1 Eligible employees are female full time, part time, term time or fixed term (to the extent of any period of engagement) who have given birth to or adopts a child and assumes the role of primary carer immediately after the birth/adoption (“eligible employee”) and, who have completed 18 months’ continuous employment (“qualifying period”), at the time of the child’s birth/adoption.
- 7.13.2 Eligible employees are required to provide evidence of their expected date of confinement or the expected date of adoption to the satisfaction of the College.
- 7.13.2 For part-time employees, the period of employment is counted by the passage of time from initial engagement and not by the completion of equivalent hours as worked by a full time employee.
- 7.13.3 Casual employment shall not be recognised as part of continuous employment for the purpose of determining the qualifying period.
- 7.13.4 Employees who have been granted leave without pay (“LWOP”) including previous parental leave, and who adopt or become pregnant before or during the LWOP, do not retain their entitlement for paid parental leave.
- 7.13.6 An eligible employee shall be paid at the rate the employee would have received had the employee been at work for the period of the paid parental leave.
- 7.13.7 An employee shall receive payment for the paid leave from the date of the birth or adoption of the child, unless otherwise agreed between the employee and the College.
- 7.13.8 Where an employee has received payment in accordance with this clause, and the pregnancy has ended otherwise than by the birth of a living child, the employee shall be entitled to retain such payment, subject to the employee remaining on leave for a minimum of fourteen (14) weeks.
- 7.13.9 Where the contract period of a fixed term employee ends during the period of parental leave, that employee will not be entitled to have this contract period extended, nor will she be guaranteed another contract position to return to on completion of parental leave.
- 7.13.10 Eligibility for subsequent periods of paid parental leave will apply only after the employee has returned to work for a period of at least six (6) months.

### **7.14 Paid Parental Leave and Other Entitlements**

- 7.14.1 The period of paid parental leave does not count towards an employee’s continuous service and therefore, shall not accrue, annual, long service leave or personal/carer’s leave.
- 7.14.2 Paid parental leave will be inclusive of school vacation periods after accrued annual leave has been applied.
- 7.14.3 The period of paid parental leave shall be exclusive of statutory holidays that may fall within a school term of the period.

### **7.15 Paid Employment**

Paid employment during the period of paid parental leave is inconsistent with the terms of the leave and shall only be undertaken with the specific agreement of the College.

**7.16 Period of Leave**

So as not to disadvantage students at the College, the return from the period of either paid or unpaid parental leave should be at the commencement of a school term where possible, to be negotiated between the employee and Executive Principal or Head of School.

**7.17 Paternity Leave**

7.17.1 Male employees that have completed at least 18 months continuous service are entitled to:

- (a) One (1) week of paid leave, taken at a time negotiated with the Executive Principal to be followed immediately by one extra week of unpaid leave making a total of two weeks paternity leave.
- (b) Paid paternity leave, may be taken at half pay for a period of two weeks.

**7.18 Emergency and Natural Disaster Leave**

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

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

7.18.3 An employee who is prevented from attending the employee's normal place of employment because they are directly affected by floods, cyclonic disturbances, severe storms, or bushfires (or any other comparable natural disaster or emergency) shall be granted a maximum of five (5) days per calendar year non-cumulative paid leave in the following circumstances:

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

7.18.4 Access to the leave as in clause 7.18.3 will be coordinated by the Executive Principal, or his nominated representative.

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

- 7.18.6 The Principal may consider additional paid leave in exceptional circumstances or where an employee is affected by more than one (1) disaster or emergency in any year.

## **PART 8 - AGREEMENT FLEXIBILITY**

### **8.1 Agreement Flexibility**

An employer and employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) The agreement deals with one or more of the following matters:
  - (i) arrangements about when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;
  - (iv) allowances;
  - (v) leave loading; and
- (a) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (a); and
- (b) the arrangement is genuinely agreed to by the employer and employee.

8.1.1 The employer must ensure that the terms of the individual flexibility arrangement:

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

8.1.2 The employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the employer and employee; and
- (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
  - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

8.1.3 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

8.1.4 The employer or employee may terminate the individual flexibility arrangement:

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

## **8.2 Absence Management**

Employees taking an unscheduled absence are entitled to utilise the relevant leave (e.g. sick/carer's) if the absence is for a genuine reason. They are expected to demonstrate integrity when utilising leave for an unscheduled absence and must comply with NES and policy requirements including contacting their manager when absent from work.

## **8.3 Job Share Provision**

Job Sharing is one option that the College may use in order to fill a vacancy. While we may support this, the total number of part time positions will be limited so that our students will not be disadvantaged, especially in the senior year and foundation years of the Junior School. The final decision will be made by the Executive Principal.

## **PART 9 – CLASS SIZES**

### **9.1 Position**

- 9.1.1 It is recognised that class size has implications for the work of teachers and as such pertains to the employment relationship. The parties acknowledge that the achievement of educational outcomes for students is influenced by a wide range of factors including student needs, the number of students in a class counted in NCCD and SWD data, educational programs, pedagogy, resources, time on task, the quality of classroom interactions and relationships and parental attitudes and support.
- 9.1.2 With this in mind, the employer will continue to consider class staffing and resourcing levels when allocating classes to teachers. Every effort will be made to achieve class sizes that are within targets and balanced with overall College resourcing and budgetary constraints. The College enrolment patterns and demographic trends will also inform decisions about class sizes and resource allocation.

### **9.2 Targets for Class Sizes**

- 9.2.1 The following targets for class sizes will assist the Executive Principal with decisions about class sizes and resource allocation. The targets assist with maintaining a focus on class size and resourcing as important elements to be considered in relation to students learning, teacher workloads and the financial management of the College. Students will be enrolled to the minimum of the range and then consideration given to the number and type of support needs before enrolling to the maximum in the range.
- (a) Prep 25 students (each class to have a full-class-time teacher assistant)
  - (b) Years 1 – 12 25-28 students

Where there is the possibility of class sizes in excess of these targets (for example, a senior class with the likelihood of reduction over time), the class arrangements shall be the subject of a timely and consultative process with staff affected, in accordance with the consultative principles contained in this Agreement to establish appropriate measures to ameliorate any identified negative impact on teacher workload.

The final decision about class sizes and the allocation of classes to teachers is the responsibility of the Executive Principal.

## **PART 10 - INDUCTION**

### **10.1 Orientation Program**

All employees shall undertake an orientation program which will include:

- (a) details of the Induction Program;
- (b) provision of a Position Description;
- (c) identification of lines of support;
- (d) provision of material relevant to the ethos and mission of the College;
- (e) provision of documents relevant to the policies and procedures of the College;
- (f) provision of information documents relevant to superannuation entitlements and options;
- (g) provision of access to the Agreement via the Staff Kiosk and a paper copy if requested by the staff member; and
- (h) provision of information relevant to union membership.

### **10.2 Mentoring – First Year Teachers**

- 10.2.1 The College recognises the challenges for newly employed graduate teachers as they begin their teaching career and is committed to the appropriate induction and support for new graduate teachers to assist them with the continuing development of their knowledge, skills and attitudes.
- 10.2.2 The graduate teacher mentor programme shall be for a minimum period of the graduate's first twelve (12) months of teaching.
- 10.2.3 The graduate teacher may request and/or the Executive Principal may determine to extend access to quality mentoring provided through this programme beyond their first twelve (12) months of teaching, in consideration of the graduate teacher's particular professional needs or the level of proficiency attained.
- 10.2.4 Provisionally registered teachers shall have access to a clear process to assist them in meeting the requirements for full registration. Access to this process will be open to all new graduate teachers, whether employed on a full-time, part-time or fixed-term basis.
- 10.2.5 The following support shall be provided to graduates in the first year of employment:
  - (a) an initial induction and orientation of new school workplace, in accordance with subclause 10.1 above;
  - (b) a formal induction program, including appropriate professional development support should any weaknesses become apparent or are otherwise identified by the new graduate; and
  - (c) additional release time to enable the graduate teacher to undertake activities such as:
    - observation of exemplary teaching practice;
    - joint and structured planning;
    - mentoring meetings; and
    - professional development
  - (d) Time release shall be provided for any designated mentor/s to provide effective mentoring *except where specifically stated in a position description/statement of duties.*

## **PART 11 - NOTICE OF TERMINATION**

### **11.1 Termination of Employment by the College - Teachers**

- 11.1.1 The College may terminate the employment of a teacher, including a part time or fixed term teacher, provided that it gives the teacher at least four (4) term time weeks' notice in writing.
- 11.1.2 A full-time teacher who is over 45 years of age with more than two (2) years' service with the College is entitled to an additional week's notice.
- 11.1.3 A part-time or temporary teacher who is over 45 years of age with more than one (1) years' service with the College is entitled to an additional week's notice.
- 11.1.4 Payment in lieu of notice shall be made if the notice prescribed in paragraph (a) is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- 11.1.5 The notice set out in this clause 11.1 does not apply to any employee dismissed for reasons of serious misconduct.

### **11.2 Termination of Employment by Teachers**

- 11.2.1 Teachers, including part time and temporary teachers, shall give to the College at least four (4) term time weeks' notice in writing of their resignation.
- 11.2.2 If an employee does not give the period of notice required under this clause, then the College may deduct from wages due to the employee under this Agreement an amount that is no more than 2 weeks' wages for the employee.

### **11.3 Termination of Employment by the College – Non-Teaching Employees**

- 11.3.1 The College may terminate the employment of non-teaching employees only if the employee has been given at least four (4) weeks' notice.
- 11.3.2 In addition to the notice in paragraph (11.3.1) above, employees who are 45 years old or over and who have completed at least two (2) years' continuous service with the College shall be entitled to an additional week's notice.
- 11.3.3 Payment in lieu of notice shall be made if the appropriate notice is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- 11.3.4 The notice prescribed in this clause 11.3 does not apply to any employee dismissed for reasons of serious misconduct.

### **11.4 Termination of Employment by Non-Teaching Employees**

- 11.4.1 Non-teaching employees shall give the College at least two (2) weeks' notice in writing, with term time employees to provide such notice during term time.
- 11.4.2 By mutual agreement in writing between the Executive Principal and the employee, strict adherence to the notice period required may be waived.
- 11.4.3 If an employee who is at least 18 years old does not give the period of notice required under this clause, then the employer may deduct from wages due to the employee under this Agreement an amount that is no more than one week's wages for the employee.

### **11.5 Statement of Employment**

Upon request the College shall provide to an employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

## **PART 12 - WORK HEALTH AND SAFETY**

The parties agree that the aims of efficiency and effectiveness can be advanced by implementing strategies to achieve healthier and safer jobs. A review of workplace health and safety procedures will be undertaken, and guidelines developed including the provision of training to reduce the incidence and cost of occupational injury and illness.

Management and Staff acknowledge the requirements of the Workplace Health and Safety Act and agree to address issues and provide appropriate resources.

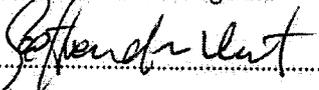
### **12.1 Review of Workplace Initiatives**

Each workplace within the College will participate in a review of the College's objectives underpinning the existing strategic plan, in consultation with all College stakeholders, to identify measures which will improve delivery of education. This process will include:

- (a) identification and evaluation of appropriate objectives;
- (b) assessment of the improved educational outcomes sought;
- (c) agreement on implementation, including targets and time frames for implementation and
- (d) development of key performance indicators for evaluating achievement of organisational goals.

PART 13 - SIGNATORIES

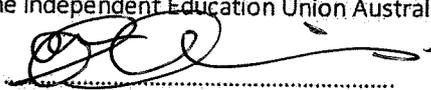
Signed on behalf of Nambour Christian College Ltd

SIGNATURE   
FULL NAME JOHN VAN DER VLIET  
CAPACITY TO SIGN EXECUTIVE PRINCIPAL  
DATE 08.02.2024  
ADDRESS 2 McKenzie Street, WOOMBYE QLD 4559

Signed on behalf of the Employees of Nambour Christian College Ltd

SIGNATURE .....  
FULL NAME .....  
CAPACITY TO SIGN .....  
DATE .....  
ADDRESS .....

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

SIGNATURE   
FULL NAME PAUL NOEL GILES  
CAPACITY TO SIGN ASSISTANT SECRETARY / TREASURER  
DATE 12/02/2024  
ADDRESS 346 Turbot Street, SPRING HILL QLD 4000

**SCHEDULE 1 - WAGES**

<b>SCHEDULE 1.1 - Teachers</b>																
Classification	Jan-23				Jul-23				Jul-24				Jul-25			
					4%				3%				3%			
	Full-time Fortnightly	Annual	Part-time Hourly	Casual Hourly	Full-time Fortnightly	Annual	Part-time Hourly	Casual Hourly	Full-time Fortnightly	Annual	Part-time Hourly	Casual Hourly	Full-time Fortnightly	Annual	Part-time Hourly	Casual Hourly
Graduate (4:2.1)	3,008.51	\$78,492.03	50.1418	62.6773	3,128.85	81,631.71	52.1475	65.1844	3,222.72	84,080.66	53.7119	67.1399	3,319.40	86,603.08	55.3233	69.1541
Proficient 1 (4:2.2)	3,155.46	\$82,325.95	52.5910	65.7388	3,281.68	85,618.99	54.6946	68.3683	3,380.13	88,187.56	56.3355	70.4193	3,481.53	90,833.19	58.0255	72.5319
Proficient 2 (4:2.3)	3,305.33	\$86,236.06	55.0888	68.8610	3,437.54	89,685.50	57.2924	71.6155	3,540.67	92,376.07	59.0112	73.7639	3,646.89	95,147.35	60.7815	75.9769
Proficient 3 (4:2.1)	3,460.91	\$90,295.14	57.6818	72.1023	3,599.35	93,906.95	59.9891	74.9864	3,707.33	96,724.16	61.7888	77.2360	3,818.55	99,625.88	63.6424	79.5531
Proficient 4 (4:2.1)	3,603.60	\$94,017.92	60.0600	75.0750	3,747.74	97,778.64	62.4624	78.0780	3,860.18	100,712.00	64.3363	80.4203	3,975.98	103,733.36	66.2664	82.8330
Proficient 5 (4:2.1)	3,751.49	\$97,876.37	62.5248	78.1560	3,901.55	101,791.43	65.0258	81.2823	4,018.60	104,845.17	66.9766	83.7208	4,139.15	107,990.53	68.9859	86.2324
Proficient 6 (4:2.1)	3,901.25	\$101,783.61	65.0208	81.2760	4,057.30	105,854.96	67.6217	84.5271	4,179.02	109,030.61	69.6503	87.0629	4,304.39	112,301.52	71.7398	89.6748
Proficient 7 (4:2.1)	3,993.70	\$104,195.63	66.5617	83.2021	4,153.45	108,363.46	69.2241	86.5302	4,278.05	111,614.36	71.3009	89.1261	4,406.39	114,962.79	73.4399	91.7999
Proficient 8 (4:2.1)	4,176.85	\$108,974.02	69.6142	87.0177	4,343.92	113,332.98	72.3987	90.4984	4,474.24	116,732.97	74.5707	93.2134	4,608.47	120,234.96	76.8078	96.0098
Experienced	4,335.76	\$113,119.98	72.2627		4,509.19	117,644.78	75.1532		4,644.47	121,174.12	77.4078		4,783.80	124,809.34	79.7300	
Highly Accomplished	4,679.17	\$122,079.55	77.9862		4,866.34	126,962.73	81.1056		5,012.33	130,771.61	83.5388		5,162.70	134,694.76	86.0449	
Lead Teacher	5,108.48	\$133,280.24	85.1413		5,312.82	138,611.45	88.5470		5,472.20	142,769.80	91.2034		5,636.37	147,052.89	93.9395	

## SCHEDULE 1 - WAGES (continued)

<b>SCHEDULE 1.2 - School Officers</b>																	
<b>Classification</b>		Jan-23				Jul-23				Jul-24				Jul-25			
		1.40%				5%				3%				3%			
		NCC Full-time Fortnightly	Annual	Part-time Hourly	Casual Hourly	NCC Full-time Fortnightly	Annual	Part-time Hourly	Casual Hourly	NCC Full-time Fortnightly	Annual	Part-time Hourly	Casual Hourly	NCC Full-time Fortnightly	Annual	Part-time Hourly	Casual Hourly
LEVEL 1	Step 1	1991.97	51970.59	26.2102	32.7627	2091.57	54569.12	27.5207	34.4009	2154.32	\$56,206.19	\$28.3463	\$35.4329	2,218.95	\$57,892.38	\$29.1967	\$36.4959
	Step 2	2030.03	52963.52	26.7109	33.3887	2131.53	55611.69	28.0465	35.0581	2195.48	\$57,280.05	\$28.8879	\$36.1099	2,261.34	\$58,998.45	\$29.7545	\$37.1931
	Step 3	2075.76	54156.63	27.3127	34.1408	2179.55	56864.46	28.6783	35.8479	2244.94	\$58,570.39	\$29.5386	\$36.9233	2,312.28	\$60,327.50	\$30.4248	\$38.0310
LEVEL 2	Step 1	2075.76	54156.63	27.3127	34.1408	2179.55	56864.46	28.6783	35.8479	2244.94	\$58,570.39	\$29.5386	\$36.9233	2,312.28	\$60,327.50	\$30.4248	\$38.0310
	Step 2	2108.50	55010.65	27.7434	34.6792	2213.92	57761.18	29.1305	36.4132	2280.34	\$59,494.02	\$30.0044	\$37.5056	2,348.75	\$61,278.84	\$30.9046	\$38.6307
	Step 3	2150.46	56105.54	28.2955	35.3694	2257.98	58910.82	29.7103	37.1379	2325.72	\$60,678.14	\$30.6016	\$38.2520	2,395.50	\$62,498.49	\$31.5197	\$39.3996
LEVEL 3	Step 1	2177.14	56801.48	28.6465	35.8082	2285.99	59641.56	30.0789	37.5986	2354.57	\$61,430.80	\$30.9812	\$38.7265	2,425.21	\$63,273.73	\$31.9107	\$39.8883
	Step 2	2226.84	58098.19	29.3005	36.6256	2338.18	61003.10	30.7655	38.4569	2408.32	\$62,833.19	\$31.6885	\$39.6106	2,480.57	\$64,718.18	\$32.6391	\$40.7989
	Step 3	2276.03	59381.56	29.9477	37.4347	2389.83	62350.64	31.4451	39.3064	2461.52	\$64,221.16	\$32.3885	\$40.4856	2,535.37	\$66,147.79	\$33.3601	\$41.7002
	Step 4	2325.93	60683.64	30.6044	38.2555	2442.23	63717.83	32.1346	40.1683	2515.50	\$65,629.36	\$33.0987	\$41.3733	2,590.96	\$67,598.24	\$34.0916	\$42.6145
LEVEL 4	Step 1	2374.91	61961.41	31.2488	39.0610	2493.66	65059.48	32.8113	41.0141	2568.47	\$67,011.26	\$33.7956	\$42.2445	2,645.52	\$69,021.60	\$34.8095	\$43.5118
	Step 2	2442.93	63736.10	32.1438	40.1798	2565.08	66922.91	33.7510	42.1888	2642.03	\$68,930.59	\$34.7636	\$43.4545	2,721.29	\$70,998.51	\$35.8065	\$44.7581
	Step 3	2473.98	64546.16	32.5524	40.6905	2597.68	67773.47	34.1800	42.7250	2675.61	\$69,806.67	\$35.2054	\$44.0067	2,755.88	\$71,900.87	\$36.2616	\$45.3270
LEVEL 5	Step 1	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	Step 2	2474.28	64554.07	32.5564	40.6955	2598.00	67781.78	34.1842	42.7302	2675.94	\$69,815.23	\$35.2097	\$44.0121	2,756.22	\$71,909.69	\$36.2660	\$45.3325
	Step 3	2526.37	65913.00	33.2417	41.5521	2652.69	69208.65	34.9038	43.6297	2732.27	\$71,284.90	\$35.9509	\$44.9386	2,814.24	\$73,423.45	\$37.0294	\$46.2868
	Step 4	2590.08	67575.24	34.0800	42.6000	2719.59	70954.01	35.7840	44.7300	2801.17	\$73,082.63	\$36.8576	\$46.0719	2,885.21	\$75,275.10	\$37.9633	\$47.4541
LEVEL 6	Step 1	2637.80	68820.15	34.7079	43.3848	2769.69	72261.16	36.4433	45.5541	2852.78	\$74,428.99	\$37.5366	\$46.9207	2,938.36	\$76,661.86	\$38.6627	\$48.3283
	Step 2	2708.05	70653.12	35.6323	44.5404	2843.46	74185.77	37.4139	46.7674	2928.76	\$76,411.35	\$38.5363	\$48.1704	3,016.62	\$78,703.69	\$39.6924	\$49.6155
	Step 3	2754.42	71862.86	36.2424	45.3030	2892.14	75456.00	38.0545	47.5681	2978.91	\$77,719.68	\$39.1961	\$48.9952	3,068.27	\$80,051.27	\$40.3720	\$50.4650
	Step 4	2778.97	72503.45	36.5655	45.7068	2917.92	76128.62	38.3937	47.9922	3005.46	\$78,412.48	\$39.5455	\$49.4319	3,095.62	\$80,764.85	\$40.7319	\$50.9149
LEVEL 7	Step 1	2803.03	73130.93	36.8819	46.1024	2943.18	76787.48	38.7260	48.4075	3031.47	\$79,091.10	\$39.8878	\$49.8597	3,122.42	\$81,463.84	\$41.0844	\$51.3555
	Step 2	2871.76	74924.19	37.7863	47.2329	3015.35	78670.40	39.6756	49.5945	3105.81	\$81,030.51	\$40.8659	\$51.0824	3,198.98	\$83,461.43	\$42.0919	\$52.6148
	Step 3	2940.25	76711.15	38.6875	48.3594	3087.26	80546.71	40.6219	50.7774	3179.88	\$82,963.11	\$41.8405	\$52.3007	3,275.28	\$85,452.00	\$43.0958	\$53.8697
	Step 4	2987.32	77939.15	39.3068	49.1335	3136.69	81836.11	41.2722	51.5902	3230.79	\$84,291.20	\$42.5103	\$53.1379	3,327.71	\$86,819.93	\$43.7856	\$54.7321
LEVEL 8	Step 1	3034.14	79160.64	39.9229	49.9036	3185.84	83118.68	41.9190	52.3988	3281.42	\$85,612.24	\$43.1766	\$53.9707	3,379.86	\$88,180.60	\$44.4719	\$55.5898
	Step 2	3199.39	83472.02	42.0972	52.6215	3359.36	87645.62	44.2021	55.2526	3460.14	\$90,274.99	\$45.5281	\$56.9102	3,563.94	\$92,983.24	\$46.8940	\$58.6175
	Step 3	3365.13	87796.21	44.2780	55.3475	3533.39	92186.02	46.4919	58.1149	3639.39	\$94,951.60	\$47.8867	\$59.8583	3,748.57	\$97,800.14	\$49.3233	\$61.6541
	Step 4	3532.81	92170.99	46.4843	58.1054	3709.45	96779.54	48.8085	61.0107	3820.73	\$99,682.92	\$50.2728	\$62.8410	3,935.36	\$102,673.41	\$51.7810	\$64.7262
	Step 5	3694.70	96394.63	48.6144	60.7680	3879.43	101214.36	51.0451	63.8064	3995.81	\$104,250.80	\$52.5765	\$65.7206	4,115.69	\$107,378.32	\$54.1538	\$67.6922

SCHEDULE 2 - CLASSIFICATION OF SCHOOL OFFICERS

**SCHEDULE 1 - WAGES (continued)**

<b>SCHEDULE 1.3 - Bus Drivers (cont'd)</b>																	
Classification		Jan-23 1.40%				Jul-23 5%				Jul-24 3%				Jul-25 3%			
		Full-time Fortnightly	Annual	Part-time Hourly	Casual Hourly	Full-time Fortnightly	Annual	Part-time Hourly	Casual Hourly	Full-time Fortnightly	Annual	Part- time Hourly	Casual Hourly	Full-time Fortnightly	Annual	Part-time Hourly	Casual Hourly
		LEVEL 1	<25	2,130.09	55,574	28.0275	35.0343	2,236.59	58,353	29.4288	36.7861	2,303.69	60,103	30.3117	37.8896	2,372.80	61,906
LEVEL 2	>25	2,172.00	56,667	28.5789	35.7236	2,280.60	59,501	30.0078	37.5098	2,349.01	61,286	30.9081	38.6351	2,419.48	63,124	31.8353	39.7941

**Phone Allowance:** A mobile phone allowance of \$15.00 per fortnight shall be paid to drivers

SCHEDULE 2 - CLASSIFICATION OF SCHOOL OFFICERS

<b>SCHOOL OFFICER CLASSIFICATIONS</b>			
Location	Position	Qualifications	Competency
School Officer	Typical position in College	Within the Australian Qualifications Framework	The skill, complexity and responsibility of tasks typically required at each classification level
Level 1.1	Manual duties, cleaner, kitchen ass't, laundry ass't, grounds/maint ass't, retail ass't, handyperson, attendant, trades ass't	No qualifications or experience	Competency involves application of knowledge and skills to a limited range of tasks and roles. There is a specific range of contexts where the choice of actions is clear. The competencies are normally used within established routines, methods and procedures that are predictable. Judgments against established criteria may also be required
Level 1.2			
Level 1.3			
Level 2.1	Teacher assistant, library assistant, administration assistant, gardener, security officer, uniform shop assistant,	Cert 1 or 2, skill level which assumes and requires knowledge, training or experience relevant to the duties to be performed, an equivalent combination of experience and/or training	Competency at this level involves application of knowledge and skills to a range of tasks and roles. There is a defined range of contexts where the choice of actions required is clear. There is limited complexity of choice of actions required. On occasion, more complex tasks may be performed.
Level 2.2			
Level 2.3			
Level 3.1	Teacher assistant, teacher assistant in learning support, library assistant, administration assistant, tradesperson, uniform shop assistant, caretaker	Cert 3 or relevant work experience, an equivalent combination of relevant experience and/or education/training; equivalent coaching qualifications and/or appropriate sporting discipline specific experience.	Competency at this level involves application of knowledge with depth in some areas and a broad range of skills. There are a range of roles and tasks in a variety of contexts. There is some complexity in the extent and choice of actions required. Competencies are normally used within routines, methods and procedures. Some discretion and judgment is involved in the selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.
Level 3.2			
Level 3.3			
Level 3.4			
Level 4.1	Receptionist, teacher assistant in learning support, administration assistant, student services, finance officer, library assistant, laboratory assistant, IT technician,	Diploma, or Cert 4 and/or relevant training/ work experience; an equivalent combination of relevant experience and/or education/training; coaching qualifications equivalent to those identified and/or appropriate sporting discipline specific experience.	Competency at this level involves the application of knowledge with depth in some areas and a broad range of skills. There is a wide variety of tasks and roles in a variety of contexts. There is complexity in the ranges and choice of actions required. Some tasks may require limited creative, planning or design functions. Competencies are normally used within a variety of routines, methods and procedures. Discretion and judgment are required for self and/or others in planning, selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.
Level 4.2			
Level 4.3			
Level 5.1	Teacher assistant/admin, administration assistant, finance officer, receptionist, registrar, school development officer, IT technician, groundsperson,	Degree, Adv Diploma; an equivalent combination of relevant experience and/or education/training; coaching qualifications equivalent to those identified and/or appropriate sporting discipline specific experience.	Competency at this level involves self-directed application of knowledge with substantial depth in some areas. A range of technical and other skills are applied to roles and functions in both varied and highly specific contexts. Competencies are normally used independently and both routinely and non-routinely. Discretion and judgment are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.
Level 5.2			
Level 5.3			
Level 5.4			

## SCHOOL OFFICER CLASSIFICATIONS

Location	Position	Qualifications	Competency
School Officer	Typical position in College	Within the Australian Qualifications Framework	The skill, complexity and responsibility of tasks typically required at each classification level
Level 6.1	Personal assistant, finance officer, snr IT technician, snr laboratory assistant, snr library assistant, database officer,	Degree with subsequent relevant experience; extensive experience and specialist expertise or broad knowledge in technical or administrative fields; an equivalent combination of relevant experience and/or education/training; coaching qualifications equivalent to those identified and/or appropriate sporting discipline specific experience.	Competency at this level involves the delivery of professional services within defined accountability levels. Employees may operate individually or as a member of a team. Significant discretion and judgment is required in planning, designing professional, technical or supervisory functions related to services, operations or processes.
Level 6.2			
Level 6.3			
Level 6.4			
Level 7.1	Snr personal assistant, snr administration assistant, snr groundsman, snr development officer, snr finance officer, HR officer,	Degree with at least four years of subsequent relevant experience; extensive experience and management expertise in technical or administrative fields; or an equivalent combination of relevant experience and/or education/training. discretion and judgment,	Competency at this level performs work within constraints set by management, employees exercise initiative in the application of professional practices demonstrating independent discretion and judgment, which may have effect beyond a work area. An employee at this level is expected to carry a high proportion of tasks involving complex, specialised or professional functions; In professional or technical positions, the employee may be a recognised authority in a specialised area
Level 7.2			
Level 7.3			
Level 7.4			
Level 8.1	At the discretion of the Head of College	Postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience; extensive experience and management expertise; or an equivalent combination of relevant experience and/or education/training.	Competency at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge, working with a degree of autonomy, may have management responsibility for a functional area and/or manage other employees including administrative, technical and/or professional employees
Level 8.2			
Level 8.3			
Level 8.4			
Level 8.5			

### General Staff (Other than School Officer) Classifications

Bus Driver	Level Description	Qualifications	Competency
Level 1	Bus Driver <25 seater	A class LR vehicle Licence, Dept of Transport & Main Roads Driver Authorisation	A driver of a passenger vehicle with a carrying capacity of less than 25 school children to and/or from school
Level 2	Bus Driver >25 seater	A class MR or HR vehicle Licence, Dept of Transport & Main Roads Driver Authorisation	A driver of a passenger vehicle with skills in excess of Level 1 and includes all employees engaged in driving a passenger vehicle with a carrying capacity of 25 or more school children to and/or from school

### **SCHEDULE 3 – POSITIONS OF ADDED RESPONSIBILITY**

#### **1. PRELIMINARY**

##### **1.1 Coverage**

1.1.1 This shall apply to teachers appointed to positions of added responsibility whose rates of remuneration are prescribed by this Agreement and who are employed by Nambour Christian College.

1.1.2 This document relates to positions of added responsibility in the areas of Curriculum, Pastoral Care, Teaching and Learning and Senior Administration.

##### **1.2 Determination of Structure**

1.2.1 There will be a structure for Positions of Added Responsibility (PARs) at Nambour Christian College. It is recognised that the structure of these College positions is the prerogative of the Executive Principal, and that variations to the structure may be made from time to time.

1.2.2 The distribution of the units of remuneration shall be determined by the Executive Principal.

1.2.3 The College always reserves the right to determine which subjects will be grouped together under a Head of Department. It also reserves the right to alter such groupings from time to time to suit the needs of the College as determined by the Executive Principal.

#### **2. SELECTION PROCESS – POSITIONS OF ADDED RESPONSIBILITY (PAR)**

Appointment to the position of PAR shall be at the discretion of the Executive Principal. The suitability of an applicant for a position will be based on the requirements of the position description and College needs. In most cases positions will be advertised.

#### **3. REMUNERATION RATES FOR CURRICULAR AND CO-CURRICULAR POSITIONS OF ADDED RESPONSIBILITY**

3.1 For the purpose of determining the appropriate remuneration and time release for each level of PAR, one unit of allowance and one unit of time release shall be calculated as follows:

- (a) One unit of allowance is equivalent to 3.75% of the Band 3 Step 4 rate. Allowances are based on salary paid at Teacher Band 3 Step 4 and will be adjusted annually in February
- (b) One unit of release is equivalent to a maximum of one lesson period in the Secondary School.

3.2 The allocation of the PAR points takes into account the number of hours in the weekly timetable for the area for which the PAR is intended.

3.3 The remuneration and time release for such positions will be commensurate with the College's expectations of such positions.

3.4 The PAR units advised in the table are for a full-time position and will be pro-rata for part-time staff.

## **4. TENURE**

### **4.1 Internal Appointment**

A teacher who is appointed to a promotional position shall, after an initial 12-month probation period, retain the position except where one or more of the follow occur:

- (a) Student subject choices, timetable and/or groups of subjects adversely affect the department's allocation of teaching time.
- (b) The teacher's performance has been found deficient by a formal performance review process.
- (c) The existing promotional position has been abolished.
- (d) The existing promotional position has been abolished and a new position has been declared open and the applicant fails to be reappointed to such a position.
- (e) The provisions of subclauses 4.1.1(c) and 4.1.1(d) shall only be applied in circumstances where the College has undertaken academic and/or administrative change that has resulted in an alternation to the duties and/or responsibilities of the existing position.
- (f) A teacher holding a PAR gained by internal appointment after employment as classroom teacher, which is terminated in accordance with this clause, or who resigns from their promotional position giving four (4) weeks of term-time notice, shall continue to be employed as a teacher under the terms of this Agreement. This provision does not apply to those terminated for incompetence, misconduct or neglect of duty who may be summarily dismissed.

### **4.2 External Appointment**

In the circumstances when a person outside the College is appointed to a PAR position, this position shall be a contracted position of a period of 3 to 5 years, after which time the following shall occur:

- (a) Following positive performance reviews, the teacher shall retain this position except in the circumstances outlined in subclauses 4.1.1(a) to 4.1.1(e) above.

## **5. CONTRACT OF EMPLOYMENT**

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

- (a) The level allocated to the position; and/or
- (b) The distribution of the total allocation of salary and release time. This distribution may be varied on an annual basis by mutual agreement. However, where such variation occurs, this variation is detailed in writing.

## **6. ACCOUNTABILITY**

PAR positions are accountable to the Executive Principal or his/her delegated authority.

## **7. ANNUAL REVIEW**

A review will be conducted annually for staff members holding a Position of Added Responsibility. These will be outlined in the letter and/or contract of appointment and discussed at the time of appointment. The format for the annual review may vary and could include a 360 review or be in terms of a written department report to the Executive Principal.

## **8. SUPPLEMENTARY POSITION OF ADDED RESPONSIBILITY (PAR) POINTS**

- 8.1 Supplementary PAR points (over and above those detailed in this PAR Schedule) or additional remuneration may be allocated at the discretion of the Executive Principal and will be for a fixed period of time.
- 8.2 A staff member may negotiate supplementary PAR points with the Executive Principal, and the decision of the Executive Principal shall be final.
- 8.3 Supplementary PAR points (over and above those detailed in this PAR Schedule) or additional remuneration may be given for:
- (a) Work that is distinctly additional to that of the HoDs subject area and takes place at times which are outside regular curriculum hours
  - (b) Factors pertaining to the complexity of the department / area of responsibility
  - (c) The number of staff for whom the PAR position is responsible.
- 8.4 The distribution of the units of remuneration shall be determined by the Executive Principal and the individual teacher by mutual agreement. Should agreement not be reached the Executive Principal will make the final determination.

## **9. POSITIONS OF TEACHING AND LEARNING**

For the purposes of clarification, the role of teaching and learning may be represented in a variety of combinations. Such a decision will be at the discretion of the Executive Principal and will be based on the best model for the College in any current year. The combinations may include: Director, Coordinator, release time only for a number of staff, an allowance only for a number of staff.

## **10. PAR REVIEW**

The College, in conjunction with employees will, during the life of this Agreement:

- (a) review the current PAR structure and associated operations and identify its key characteristics and its strengths and deficiencies in serving the employer and employees; and
- (b) identify and analyse strengths and deficiencies of alternative PAR structures and associated operations
- (c) review the need for subject lead teachers and their associated time release and remuneration
- (d) make recommendations to the school leadership for consideration

## **11. DESCRIPTION OF POSITION OF ADDED RESPONSIBILITY (PAR) LEVELS AND REMUNERATION**

Refer to Table 1.

**Table 1: NAMBOUR CHRISTIAN COLLEGE - PAR STRUCTURE - 2023**

PAR	Tenure (Years)	Characterisation	PAR Units	Allowance (\$)	Time Release (Periods)	Value of Allowance (A)	Value of Time Release (B)
<b>Pastoral Care</b>							
PC1	3	<b>Pastoral Care Level 1</b> A teacher who has responsibility for the coordination of chapels.	4	1.5	2.5	\$ 244.35	\$ 284.40
PC2	3	<b>Pastoral Care Level 2.1</b> A teacher who has responsibility for the coordination of family group teachers & a year level in the first term of appointment.	6.5	1.5	5	\$ 244.35	\$ 568.81
PC3	3	<b>Pastoral Care Level 2.2</b> A teacher who has responsibility for the coordination of family group teachers & a year level & has been re-appointed for a second or subsequent term.	7	2	5	\$ 325.79	\$ 568.81
PC4		<b>Pastoral Care - Primary</b> Description & details to be formulated.	0	0	0	\$ -	\$ -
PC5		<b>Pastoral Care - Head of Student Management - Secondary School</b> A teacher who has responsibility for the Responsible Thinking Classroom and processes of follow up with staff, students and parents.	>>	2	0	\$ 325.79	\$ -
<b>Sport</b>							
SP1		<b>PRIMARY SCHOOL: Sports Coordinator</b> A teacher who has sole responsibility for the coordination of primary sports under the supervision of the Head of Primary.	7	2	5	\$ 325.79	\$ 568.81
SP2		<b>SECONDARY SCHOOL: Head of Sport Level 1</b> A teacher who has sole responsibility for the coordination of secondary sports under the supervision of the Executive Principal.	9	2	7	\$ 325.79	\$ 796.33
SP3		<b>SECONDARY SCHOOL Head of Sport Level 2</b> A teacher who has sole responsibility for the coordination of secondary sports under the supervision of the Executive Principal.	15	3	12	\$ 488.69	\$ 1,365.14
<b>Teaching &amp; Learning</b>							
TL1		<b>Teaching &amp; Learning Coordinator</b> A teacher who has responsibility for the coordination of Teaching & Learning and is under the direction of the Head of College. This may be a full-time or part-time position.	>>	2	0	\$ 325.79	\$ -
<b>Curriculum related positions</b>							
SC1		<b>PRIMARY SCHOOL: Curriculum Area Coordinator / Learning Enrichment Level 1</b> A teacher who has sole responsibility for the coordination of a curriculum area under the supervision of the Head of Primary.	1.5	1.5	0	\$ 244.35	\$ -

PAR	Tenure (Years)	Characterisation	PAR Units	Allowance (\$)	Time Release (Periods)	Value of Allowance (A)	Value of Time Release (B)
SC2		<b>SECONDARY SCHOOL: Head of Department Level 1</b> A teacher who has sole responsibility for the coordination of a subject.	4	1.5	2.5	\$ 244.35	\$ 284.40
SC3		<b>SECONDARY SCHOOL: Head of Department Level 2</b> A teacher who has sole responsibility for the coordination of a subject which occupies a minimum of 30 hours in the weekly teaching timetable.	4.5	2	2.5	\$ 325.79	\$ 284.40
SC4		<b>SECONDARY SCHOOL: Head of Department Level 3</b> A teacher who has responsibility for an academic department, which occupies at least 50 hours in the weekly teaching program.	8	3	5	\$ 488.69	\$ 568.81
SC5		<b>SECONDARY SCHOOL: Head of Department Level 4</b> A teacher who has responsibility for an academic department, which occupies at least 75 hours in the weekly teaching program.	11	4	7	\$ 651.59	\$ 796.33
SC6		<b>SECONDARY SCHOOL: Head of Department Level 5</b> A teacher who has responsibility for an academic department, which occupies at least 100 hours in the weekly teaching program.	14.5	5	9.5	\$ 814.49	\$ 1,080.74
<b>Senior Administration</b>							
SA1		<b>SENIOR ADMINISTRATION Level 1</b> A position below that of Deputy Principal /or Head of School with particular responsibilities as determined by the Executive Principal.	15.5	6	9.5	\$ 977.38	\$ 1,080.74
SA2		<b>SENIOR ADMINISTRATION Level 2</b> A position below that of Deputy Principal /or Head of School with particular responsibilities as determined by the Executive Principal.	17.5	8	9.5	\$ 1,303.18	\$ 1,080.74

**Accompanying Notes**

- 1 The PAR increase for July 2023, will apply from the first pay period after 1 July 2023.
- 2 The allocation of salary allowance and time release will be in accordance with description provided in the PAR schedule.
- 3 A secondary curricular leaders who is appointed to a position where there is unusual complexity in the role shall be entitled to negotiate additional PAR points which take into account the complexity of the subject and the number of staff. The allocation of such points will be at the discretion of the Executive Principal.
- 4 PAR values are updated at the time of the increase in Proficient 8.
- 5 Calculation of PAR points and time release.

Proficient 8  
One Point PAR is 3.75% of B3S4

	Jan-23	Jul-23	Jul-24	Jul-25
\$	4,177	\$ 4,344	\$ 4,474	\$ 4,608
\$	156.63	\$ 162.90	\$ 167.78	\$ 172.82

Time Release: 1 unit = 1 standard classroom period in the secondary school at the time of the agreement this was approx. 50 minutes.

## **SCHEDULE 4 – EXPERIENCED ACCOMPLISHED TEACHER STATUS**

### **1. PRELIMINARY**

The aim of this provision is to recognise experienced and highly skilled teachers without a PAR who contribute to the overall academic and co-curricular program of the College in an advanced way.

It is recognised that the structure of these College positions is the prerogative of the Executive Principal, and that variations to the structure may be made from time to time including during the life of this agreement.

### **2. ELIGIBILITY**

To be eligible to apply for the position of Experienced Accomplished Teacher a teacher must have been employed at Proficient 8 for a minimum of two years (or part-time equivalent).

### **3. APPLICATION PROCESS**

Teachers who meet the eligibility requirement may make application as follows:

- (a) Provide a cover letter
- (b) Write a maximum of three A4 pages which summarizes performance and experience according to;
  - (i) The College ethos and programs, including commitment to Christian education
  - (ii) AITSL standards at or above Proficient teacher levels, including examples.

### **4. SELECTION**

A selection committee will be established (annually) with two representatives from both Junior and Secondary Schools and two from administration. In the event of non-consensus, the Executive Principal shall make the final decision.

### **5. SELECTION CRITERIA**

A teacher who desires selection to an Experienced Accomplished Teacher Status shall demonstrate:

- (a) Teaching skills, evidenced by class observation and discussions with supervisors;
- (b) Enhancement of the Ethos and Mission of the College;
- (c) General leadership skills;
- (d) Positive relationships with fellow teachers and staff;
- (e) Support for the leaders;
- (f) A commitment to teaching Christianity; and
- (g) A sound understanding of curriculum and assisting with curriculum development.

### **6. TIME ALLOCATION**

The tasks of an Experienced Accomplished Teacher will not be so frequent or onerous as to detract from the teacher's primary role as a classroom teacher.

### **7. TENURE**

The tenure for Experienced Accomplished Teacher status shall be three (3) years.

### **8. REMUNERATION**

The remuneration payable to an Experienced Accomplished Teacher will be at the rate prescribed in the Wages section (Schedule 1).

## **SCHEDULE 5 – HIGHLY ACCOMPLISHED AND LEAD TEACHER**

### **1. IMPLEMENTATION ARRANGEMENTS**

The terms of this Schedule shall apply from 1 July 2020

### **2. REMUNERATION LEVEL**

- (a) Teachers who hold certification as a Highly Accomplished Teacher or Lead Teacher (HALT), and who have more than the equivalent of five (5) years' full-time teaching experience, will be paid at the appropriate HALT level of the Wages section (Schedule 1).
- (b) Years of teaching service shall be deemed to include service with Nambour Christian College as well as other education employing authorities.

### **3. ROLES AND DUTIES**

- (a) Roles and duties undertaken by a teacher classified as HALT will be identified and confirmed by consultation between the College and the teacher, and will fall within the relevant descriptors in the Australian Professional Standards for Teachers (APST).
- (b) Teachers classified as HALT may be requested to perform additional duties. Such additional duties shall be discounted from a teacher's normal hours of duty as defined in the Agreement, subject to an agreement with the Executive Principal. Such duties, where agreed to and undertaken, should not be those duties generally associated with positions of added responsibility.

### **4. POSITIONS OF ADDED RESPONSIBILITY**

- (a) Teachers who hold positions of added responsibility shall be eligible to apply for HALT in accordance with the requirements of section (2) of this Schedule.
- (b) Where a teacher holds a HALT classification and a position of added responsibility, the total remuneration paid will be the greater of the two positions.

### **5. CURRENCY**

- (a) Teachers must maintain currency of their certification as a HALT for their salary to be continued. Where renewal is not confirmed or if the certification is revoked by the certifying authority, teachers will be paid on the classification scale in accordance with their teaching service.

### **6. PORTABILITY**

- (a) Teachers who have been certified as HALT by a certifying body whose processes comply with those of the Australian Institute of Teaching and Leadership (AITSL), and who have at least five (5) years' equivalent full-time teaching experience, will be classified as HALT at Nambour Christian College.
- (b) Teachers new to Nambour Christian College who are certified as HALT in accordance with clause 6 (a) of this Schedule, will be classified as HALT for the remainder of the HALT appointment period.

### **7. QUOTA**

No quotas are applicable to HALT classifications.

### **8. DEVELOPMENT OF ADDITIONAL OPERATION ARRANGEMENTS**

The parties agree to jointly develop arrangements to support the implementation of HALT including the provision of professional development for teachers, application fee arrangements, support materials, template portfolios and time release for applicants.