

NAMBOUR CHRISTIAN COLLEGE LTD

ACN: 106 434 511



NAMBOUR CHRISTIAN COLLEGE LTD

ENTERPRISE AGREEMENT 2026

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

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PART 1 – APPLICATION AND OPERATION

1.1 Title

This Agreement shall be known as the Nambour Christian College Ltd Enterprise Agreement 2026.

1.2 Agreement Collective

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

1.3 Application

1.3.1 This Agreement shall apply to the College and its Employees for whom classifications and rates of pay are provided in this Agreement and the IEUA-QNT.

1.3.2 The staff of the College Early Learning Centres, Music Tutors, Learn to Swim pool staff, Gym staff, Director of IT, Director of Marketing, Head of People and Culture, Property Manager, Payroll Manager, Finance Manager and members of the College Executive Management Team are not covered by this Agreement.

1.3.3 For the avoidance of doubt, in addition, the following Employees of the College are not covered by this Agreement:

- (a) a person engaged solely to instruct students on an individual basis for example, in the areas of music, language, dance and/or to instruct students in choir, band, string ensemble or other similar small group (but not including an Employee teaching the school curriculum);
- (b) a person employed as a teacher/integration aide, helper, classroom assistant, or director/supervisor in or in connection with childcare, preschool, long day care centres, childminding centres or outside of school hours care services (other than a University qualified early childhood teacher);
- (c) a member of a recognised religious teaching order and/or Minister of Religion (other than a teacher who is not engaged in that capacity), or a person engaged for the purpose of religious instruction, supervision of prayers, or to undertake other religious duties of a non-teaching nature; or
- (d) Crossing Supervisors and/or other persons employed to assist with internal traffic control.

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 1 July 2029.

1.5 Enterprise Agreement Posting

A copy of this 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 (Cth) as amended from time to time.

“Agreement” means this Enterprise Agreement.

“College” means Nambour Christian College Ltd.

“College Leadership Team” means the College Executive Management Team.

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

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

“NES” means the National Employment Standards as set out in the Act, as amended from time to time.

“Parties” mean the parties to this Agreement.

“School Officers” refers to those Employees employed in support roles within the College, (e.g. Teacher Assistants, Administration staff, Bus Drivers and Grounds/Maintenance staff).

1.7 Relationship with Awards and NES

1.7.1 This Agreement will be read and interpreted in conjunction with the NES, and 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 is a comprehensive Agreement that operates to the exclusion of all other Awards and industrial instruments that would otherwise apply. Any legislation, policy, procedure or other document referred to in this Agreement is not incorporated into the Agreement and does not form part of it.

1.8 Relationship with Aims of the College

1.8.1 Preamble

- (a) Nambour Christian College is a Christian College in both orientation and expression and by its constitution seeks to fulfil the objects of the founders and directors.
- (b) Everyone engaged in the College is a learner, each pursuing their personal best in a learning community.
- (c) 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 which is:

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 Nambour Christian College Strategic Priorities for this Agreement are based on the College's Vision, Mission and Foundational Statements:

- (a) **Christian Community and Service Priority:**
 - (i) The College has provided an affordable and authentic non-denominational Christian education to families throughout the Sunshine Coast since 1980.
 - (ii) 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 the College, including attitudes and daily activities relating to our Christian learning, expression and service.
- (b) **Staff Wellbeing Priority:**
 - (i) The College, as employer, will strive to nurture, support and equip staff for their ministry in the various roles of 'teaching' and 'support and administration'.
 - (ii) Together, all College staff strive to build a culture marked by unity of purpose, Christian service, supportive practices and shared values.

(c) Staff Conditions and Salary Priority:

The College 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:

- (i) The College aims to provide a non-selective Christian education to all families.
- (ii) 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:

- (i) The College exists in partnership with parents in the formation of children and young adults.
- (ii) All programs have a ‘strong emphasis on Biblical values and character development’.
- (iii) The College 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.
- (iv) 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:

- (i) The College strives for everyone in its community to commit to excellence, as explained in scripture (e.g. Philippians 4:8 and Colossians 3:23) as part of Christian service.
- (ii) 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.

1.9 College Improvement Committee

- 1.9.1 To achieve the above objectives and implement this Agreement, the College will use its best efforts to form a College Improvement Committee annually.

1.9.2 Objectives of the College Improvement Committee:

The objectives of the College Improvement Committee will be as follows:

- (a) to promote a co-operative approach to the implementation of the initiatives of the Agreement through a commitment to unity in enacting the common purpose and effective communication;
- (b) to plan for, problem-solve and ensure the implementation of agreed changes in work practices and organisation as outlined in the Agreement;
- (c) to provide a mechanism for Employees to be consulted on matters arising from the Agreement that effect their working lives, thus providing a more satisfying work environment;
- (d) to provide the opportunity for collaboration on a variety of issues designed to continually improve the College for all community members;
- (e) to provide the College with the opportunity to effectively leverage Employee knowledge and experience;
- (f) to consider, provide advice and recommend strategies for optimising workloads and promoting effective, sustainable work practices that support Employee wellbeing and positive outcomes at the College.

1.9.3 The College Improvement Committee will:

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

1.9.4 The College Improvement Committee will reflect the staffing structure of the College and should include:

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

1.10 College Continuous Improvement

The Parties agree that over the life of this Agreement, College 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) modelling and assisting 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) supervising the correct wearing of the College uniform by all students;
- (e) being proactive in striving for a sustainable, litter-free and aesthetically beautiful environment;
- (f) being familiar with and supportive of the College discipline programs;
- (g) assisting in providing a safe environment for all students and staff, thereby maintaining the College workplace health and safety requirements;
- (h) assisting with the regular maintenance program by reporting items needing maintenance;
- (i) working closely with leaders and specialist staff in 'Nationally Consistent Collection of Data' (NCCD) and 'Students with a Disability' (SWD) professional practices and processes; and
- (j) committing to providing a variety of co-curricular activities to support the College's striving to develop 'well-rounded' students.

1.11 Right to Disconnect

- 1.11.1 The College acknowledges that its Employees have a right to disconnect in accordance with section 333M of the Act.
- 1.11.2 The College will develop and implement protocols to support the practical application of the right to disconnect within the College environment.
- 1.11.3 The College will advise students, parents and the College community of the Employees' right to disconnect consistent with this clause and the protocols developed in clause 1.11.2 of this Agreement.

1.11.4 This clause is subject to:

- (a) other provisions of this Agreement; and
- (b) reasonable requirements within the context of the employment relationship that require an Employee to provide any notification or otherwise communicate with the College.

1.12 Workplace Delegate Rights

1.12.1 For the purposes of this clause, the following definitions apply:

- (a) 'Union delegate' is a person appointed or elected, in accordance with the rules of an Employee organisation, to be a delegate or representative (however described) for members of the organisation who work in a particular enterprise.
- (b) 'Employee organisation' has meaning given by Section 12 of the Act.
- (c) 'Enterprise' has meaning given by Section 12 of the Act.

1.12.2 Notice

- (a) Before exercising entitlements under this clause:
 - (i) an Employee organisation must give the College written notice of the Union delegates appointment or election as a Union delegate; and
 - (ii) if requested, the Employee organisation must provide the employer with evidence that would satisfy a reasonable person of the Union delegates appointment or election.
- (b) Where a Union delegate ceases to be a Union delegate the Employee organisation must give written notice to the employer within 14 days.

1.12.3 Union delegates are protected by section 350A of the Act. A Union delegate, under this clause, must:

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

1.12.4 A Union delegate is entitled to:

- (a) represent the industrial interests of members and/or eligible members of the Union who wish to be represented by a workplace delegate, including in disputes with the College, noting that this entitlement does not impinge on an Employee's right to choose their own representative in accordance with the provisions of this Agreement;
- (b) communicate with members and/or eligible members on industrial and collective bargaining issues, and this may occur during their ordinary hours of work, or work breaks or before or after work;
- (c) at least five (5) paid leave days per annum (non-cumulative) in the first year of appointment and at least one (1) paid day (non-cumulative) in subsequent years during their ordinary hours of work to undertake approved Union delegate training. Such training will be notified by the Union with not less than five (5) weeks' written notice, which may include the dates, subject matter, the daily start and finish times of the training, and the name of the training provider; and
- (d) reasonable access to workplace facilities and/or equipment for the purposes of carrying out their Union delegate responsibilities.

1.12.5 For the purposes of clause 1.12.4(c) of this Agreement:

- (a) payment for a day of paid time during normal working hours is payment of the amount the Union delegate would have been paid for the hours the Union delegate would have been rostered or required to work on that day if the Union delegate had not been absent from work to attend the training;
- (b) paid time for Union delegate training is made for the following categories of Employees:
 - (i) full-time; or
 - (ii) part-time Employees; or
 - (iii) regular casual Employees;
- (c) the Union delegate must provide the employer with an outline of the training content, if requested by the College;
- (d) the College must advise the Union delegate and/or an Employee organisation not less than two (2) weeks from the day on which the training is scheduled to commence, whether the Union delegates access to paid time during normal working hours to attend the training has been approved, and such approval must not be unreasonably withheld; and

- (e) the Union delegate and/or an Employee organisation must, within seven (7) days after the day on which the training ends, provide the College with evidence that would satisfy a reasonable person of their attendance at the training.

1.12.6 For the purposes of clause 1.12.4(d) of this Agreement:

- (a) Reasonable access to workplace facilities and/or equipment is:
 - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible Employees;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication ordinarily used in the workplace by the College to communicate with eligible Employees and by eligible Employees to communicate with each other, including access to Wi-Fi;
 - (iv) a lockable filing cabinet or other secure document storage area; and
 - (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) Otherwise, in determining what is reasonable regard must be had to the size and nature of the Enterprise, the resources of the Employer and the facilities available at the Enterprise.

1.12.7 Clause 1.12.4(d) of this Agreement does not require the College to provide access to the workplace facility if it is impractical to provide access to or use of the facility at the time or in the manner sought; or access to electronic means of communication in a way that provides individual contact details for eligible Employees.

PART 2 - DISPUTE RESOLUTION AND CONSULTATION

2.1 Dispute Resolution

2.1.1 This model is for dealing with disputes which arise from an Enterprise Agreement:

2.1.2 If a dispute relates to:

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

this term sets out procedures to settle the dispute.

2.1.3 The parties to a dispute referred to in this procedure may include:

- (a) an Employee or Employees covered by the Agreement who are, or will be, affected by the dispute;
- (b) the College or employers covered by the agreement; and
- (c) an Employee organisation who:
 - (i) has a member who it is entitled to represent and who is an Employee referred to in clause 2.1.3(a) of this Agreement; or
 - (ii) is covered by the Agreement and entitled to the benefit of, or has a role or responsibility with respect to, the matter in dispute.

2.1.4 An Employee who is a party to the dispute may advise the College that a person or Employee organisation is their representative for the purposes of the procedures in this term.

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

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

2.1.7 The Fair Work Commission may deal with a dispute referred to it under clause 2.1.6 of this Agreement even if the requirement for discussions in clause 2.1.5 has not been complied with if the Fair Work Commission is satisfied that it is appropriate in all the circumstances to do so.

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

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

2.1.9 If the Fair Work Commission arbitrates the dispute:

- (a) it may also use any of the powers that are available to it under the Act, including, but not limited to, the power to grant interim relief; and
- (b) a decision that the Commission makes when arbitrating a dispute is a decision for the purposes of Division 3 of Part 5-1 of the Act and a person aggrieved by the decision may seek to appeal the decision as provided for in that Act.

2.1.10 Subject to any order made by the Fair Work Commission under clause 2.1.9 of this Agreement, while the parties are trying to resolve the dispute using the procedures in this term:

- (a) an Employee must continue to perform work as the Employee normally would unless the Employee has a reasonable concern about an imminent risk to health or safety; and
- (b) an Employee must comply with a direction given by the College 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.

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

Note: In addition to this clause, the Fair Work Act 2009 contains dispute resolution procedures as follows:
Request flexible working arrangements: section 65B
Change casual employment status: section 66M

Request an extension to unpaid parental leave: section 76B
Exercise an Employee's right to disconnect: section 333N

2.2 Consultation

Application of consultation term

2.2.1 This term applies if the College:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology that is likely to have a significant effect on Employees to which this Agreement applies; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Consultation in relation to major workplace change

2.2.2 For a major change referred to in clause 2.2.1(a) of this Agreement:

- (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 of this Agreement apply.

2.2.3 The relevant Employee or Employees may advise the College that a person or Employee organisation is their representative for the purposes of the procedures in this clause in relation to a major workplace change.

2.2.4 If:

- (a) a relevant Employee, or the relevant Employees, advise the College that a person or Employee organisation is their representative for the purposes of consultation; and
- (b) the Employee or Employees advise the College of the identity of the representative;

the College must recognise the representative.

2.2.5 The College must notify the relevant Employees and their representatives (if any) of the decision to introduce the change.

2.2.6 As soon as practicable after making its decision, the College must:

- (a) consult with the relevant Employees and their representatives (if any), including by discussing with them:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and

- (iii) measures to avoid or reduce any adverse effect of the change on the Employees; and
- (b) for the purposes of the consultation—provide, in writing, to the relevant Employees and their representatives (if any):
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) the reasons or justification for the change; and
 - (iii) information about the expected effects of the change on the Employees; and
 - (iv) any other matters likely to affect the Employees.
- 2.2.7 However, the College is not required to disclose confidential or commercially sensitive information to the relevant Employees or their representatives (if any).
- 2.2.8 The College must give prompt and genuine consideration to matters raised about the major change by the relevant Employees and their representatives (if any).
- 2.2.9 The College will take reasonable steps to communicate the outcome of the consultation process including the consideration that was given to matters raised about the major workplace change by the relevant Employees and their representatives (if any).
- 2.2.10 If a term in this Agreement provides for the introduction of a major workplace change in relation to the enterprise of the College, the requirements to consult contained in clauses 2.2.2 to 2.2.9 of this Agreement are taken not to apply.
- 2.2.11 In this term, a major workplace 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 in the composition, operation or size of the College’s workforce or to the skills required of Employees; or
 - (c) the loss of, or reduction in, job or promotion opportunities; or
 - (d) the loss of, or reduction in, job tenure or job security; or
 - (e) the alteration of hours of work; or
 - (f) the need for Employees to be retrained or transferred to other work or locations; or
 - (g) job restructuring.

Consultation in relation to change to regular roster or ordinary hours of work.

2.2.12 For a change referred to in clause 2.2.1(b) of this Agreement:

- (a) the College must notify the relevant Employees and their representatives (if any) in writing of the proposed change; and
- (b) clauses 2.2.13 to 2.2.18 of this Agreement apply.

2.2.13 The relevant Employee or Employees may advise the College that a person or Employee organisation is their representative for the purposes of the procedures in this clause in relation to changes to regular rosters or ordinary hours of work.

2.2.14 If:

- (a) a relevant Employee, or the relevant Employees, advise the College that a person or Employee organisation is their representative for the purposes of consultation; and
- (b) the Employee or Employees advise the College of the identity of the representative;

the College must recognise the representative.

2.2.15 As soon as practicable after proposing to introduce the change, the College must:

- (a) consult with the relevant Employees and their representatives (if any) about the introduction of the change, including by discussing the change with them; and
- (b) for the purposes of the consultation—provide to the relevant Employees and their representatives (if any):
 - (i) all relevant information about the change, including the nature and expected duration of the change; and
 - (ii) information about what the College reasonably believes will be the effects of the change on the Employees (including any effect on the Employee's remuneration); and
 - (iii) information about any other matters that the College reasonably believes are likely to affect the Employees; and
- (c) invite the relevant Employees and their representatives (if any) to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

2.2.16 However, the College is not required to disclose confidential or commercially sensitive information to the relevant Employees or their representatives (if any).

- 2.2.17 The College must give prompt and genuine consideration to matters raised about the change by the relevant Employees or their representatives (if any).
- 2.2.18 The College will take reasonable steps to communicate the outcome of the consultation process including the consideration that was given to matters raised about the change to the regular roster or ordinary hours of work of Employees by the relevant Employees and their representatives (if any).

Definition

- 2.2.19 In this clause:

‘relevant Employees’ means the Employees who may be affected by a change referred to in clause 2.2.1 of this Agreement.

PART 3 - SALARY AND WAGES

3.1 Salary and Wage Increases

- 3.1.1 In determining salary and wages for staff the College has given consideration to other systems and similar schools including, Education Queensland, Queensland Catholic Education, Lutheran Schools Queensland and other Christian Schools.
- 3.1.2 The intention of the College is to provide competitive salary and wages in comparison to the employers referred to in clause 3.1.1 of this Agreement.
- 3.1.3 The Agreement will include the following pay increases:
- (a) from the first pay period on or after 1 July 2026, an increase of 3.5%;
 - (b) from the first pay period on or after 1 July 2027, an increase of 3.5%; and
 - (c) from the first pay period on or after 1 July 2028, an increase of 3.5%.
- 3.1.4 The above increases are incorporated into the rates set out at Schedule 1 of this Agreement with:
- (a) such increases to commence and be made from the first pay period on or after 1 July each year (with the exception of the 2026 increase, which will be made on the first full pay period following the approval of this Agreement by the Fair Work Commission); and
 - (b) any backpayment from the 1 July 2026 pay increase being made within three full pay periods after the approval of this Agreement by the Fair Work Commission,

3.2 Salary Packaging

- 3.2.1 All Employees have the option to package part of their salary.
- 3.2.2 The calculation and processing of these packages will be outsourced by the College to a reputable firm as chosen by it, with the cost of such being covered by the staff member concerned.
- 3.2.3 Employees will have the option of a no obligation discussion with the firm referred to in clause 3.2.2 of this Agreement prior to agreement to adopting a packaged salary.
- 3.2.4 It is strongly recommended that the Employee seek independent advice as to the appropriateness of packaging for their salary level.

3.3 Payment of Wages and Salaries

Wages and salaries will be paid fortnightly by electronic transfer into the Employees' nominated financial institution account.

PART 4 – SUPERANNUATION

4.1 Superannuation

- 4.1.1 The College will make superannuation contributions on behalf of its Employees in accordance with its obligations under the Superannuation Guarantee (Administration) Act 1992 (Cth) (SG Act), as amended from time to time.
- 4.1.2 The College will make superannuation contributions for all eligible Employees into an approved fund of their choice in accordance with the SG Act.
- 4.1.3 Where an Employee has not nominated an approved fund of their choice, the College will comply with its obligations under SG Act, 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 FOR TEACHERS

5.1 Principles

- 5.1.1 The Parties acknowledge the special nature of high quality Christian independent schooling.
- 5.1.2 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.
- 5.1.3 The College recognises and values that teachers contribute well in excess of the allocations described in this section.

5.2 Total Teaching Weeks

Academic classes will be held over a maximum of 38 weeks in a year, with the exception being 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 College academic program for that year.

5.3 Hours of Duty – Teaching Staff

5.3.1 Principles

- (a) 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.
- (b) 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.

5.3.2 Hours of Duty

- (a) A teacher's role as a professional includes annual responsibility and remuneration.
- (b) 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.
- (c) In relation to teachers:
 - (i) the hours of duty for teachers are based on an annual quantum of 1,250 hours of curricular (including preparation and correction time) and co-curricular duties (pro rata for part time teachers);

- (ii) it is acknowledged that the annual quantum is ordinarily performed across the school year comprising 38 teaching weeks and 2 professional development weeks; and
 - (iii) 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.
- (d) College activities will be defined as either 'mandatory' (within the quantum) or 'honorary and voluntary'.
- (e) 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.

5.3.3 Curricular Teaching Duties

- (a) Curricular teacher duties are those considered to require preparation, correction and instruction time.
- (b) The maximum curricular time for teachers shall be:
 - (i) Junior School teachers – 24 hours 30 minutes; and
 - (ii) Middle/Senior School teachers – 21 hours 36 minutes,

per week and 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'.

5.3.4 Preparation and Correction Time (PCT)

- (a) Junior School Teachers: The weekly PCT shall increase from 2 hours and 30 minutes to 3 hours, from the commencement of the 2027 academic school year.
- (b) Middle/Senior School Teachers: The weekly preparation and correction time shall be 20% of curricular duties.
- (c) 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 of a teacher.
- (d) Duties undertaken during preparation and correction time may include:
 - (i) planning for teaching and learning duties for class groups, including formative and summative assessment;

- (ii) collecting, compiling and analysing data;
 - (iii) curriculum planning and minor adjustments to curriculum;
 - (iv) planning for student excursions and co-curricular activities;
 - (v) maintaining student records;
 - (vi) group planning, coaching and/or mentoring meetings to a maximum of 30 minutes per fortnight (averaged over a semester);
 - (vii) meeting with leaders if another time is unavailable;
 - (viii) individual pastoral care conversations with students if break times are unavailable, and
 - (ix) (Middle and Senior Schools) providing emergency supervision of classes to a maximum of 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.
- (e) The College:
 - (i) acknowledges that PCT 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; and
 - (ii) agrees that all reasonable attempts will be made to replace lost PCT.
- (f) Additional PCT may be allocated for special event preparation, such as camps, as determined appropriate by the Executive Principal or their delegate.
- (g) Teachers will not be required to be 'on-site' for preparation and correction time unless required for meetings with other staff, parents or students noting that:
 - (i) this provision does not apply to leaders with 'positions of added responsibility' (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; and
 - (ii) requests for time with teachers by colleagues, parents or students can be made on the day.
- (h) Teachers 'off-site' during preparation and correction times must 'sign-out' and remain available for contact by phone during normal timetable hours.

5.3.5 Other Duties – Co-curricular

- (a) 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;
 - (xv) special sports/arts/interest group activities;
- (b) Camp Program
 - (i) The College ‘camp’ program is considered a core component of the holistic growth of each student.
 - (ii) In addition to the quantum of 1,250 hours per annum there is an expectation that teachers will attend one camp per year.
 - (iii) Should an Employee have a genuine basis as to why they are incapable of attending an overnight camp or retreat, they may apply to the College for their attendance to be excused noting:

- (A) the College will not unreasonably withhold approval of such requests; and
 - (B) in the unusual occurrence that circumstances preclude attendance of a teacher, alternate activities will be arranged to contribute to another teacher attending on their behalf.
- (iv) Similarly, negotiations can occur for teachers to attend more than one camp provided:
 - (A) their attendance is considered appropriate and not detrimental to their other duties; and
 - (B) the Executive Principal or their delegate will have the final responsibility for these decisions.

5.3.6 Other Activities – Extra-curricular

- (a) Teachers and leaders acknowledge the importance and missional relevance of other special programs for staff and students which may include:
 - (i) musicals;
 - (ii) special interest groups; and
 - (iii) service trips,with involvement in these activities being encouraged and considered honorary and voluntary.
- (b) In relation to inter-school sport, arts groups, other cultural groups:
 - (i) it is acknowledged that they form an important and valuable part of the students learning and wellbeing program; and
 - (ii) 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.
- (c) Some examples of extra-curricular activities are:
 - (i) training and/or managing a sporting team;
 - (ii) involvement in special events (e.g. Music Tour);
 - (iii) debating, public speaking;
 - (iv) Berakah Miniature Show Team;

- (v) Chess club;
- (vi) special interest groups, such as Subject-related clubs/projects;
- (vii) leading a 'Friends of ...' parent group; and
- (viii) College musical

5.3.7 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:
 - (i) if required to meet the obligations of professional development activities; and
 - (ii) which 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.

5.4 Part-Time Teachers

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

5.5 Casual Teachers

- 5.5.1 A teacher may be employed on a casual basis to relieve a teacher absent from duty or to meet a short-term staffing need for a period of no more than four (4) consecutive term weeks.
- 5.5.2 A casual engagement may be extended by agreement between the teacher and the College provided the total period of the engagement does not exceed one school term.
- 5.5.3 A casual teacher shall be employed for a minimum period of three hours in respect of any one engagement.
- 5.5.4 Remuneration for a casual teacher shall be calculated by years of service.
- 5.5.5 A casual teacher will be deemed to have completed a year of service, only when the aggregate amount of time paid is 1,200 hours.

5.6 Teaching Outside of Field

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

5.7 Teacher Appraisal

- 5.7.1 The College will conduct an appraisal process for teaching staff based on the College Teaching and Learning Framework and Australian Institute of Teaching and Leadership (AITSL) standards.
- 5.7.2 The intention of the appraisal process is to identify areas of strength as well as areas for continual improvement.

5.8 Vocational Education

- 5.8.1 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.
- 5.8.2 Where the industry placement can be scheduled only outside of school time:
 - (a) 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; and
 - (b) costs associated with the industry placement will be met by the College.

5.9 Positions of Added Responsibility

Provisions for Positions of Added Responsibility (PAR) are:

- (a) are outlined in Schedule 3 of this Agreement; and
- (b) Schedule 3 of this Agreement will be reviewed during the life of this Agreement.

5.10 Professional Development

- 5.10.1 There is a joint responsibility between the College and staff members for professional development to maintain the currency and enhancement of skills.

- 5.10.2 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.
- 5.10.3 It shall be the College's responsibility for the provision of a core of professional development, including release time and course fees within the College's budget, and it is expected that staff will also contribute some of their own time to professional development activities.
- 5.10.4 Where practical, Employees will be provided with an official statement of professional development offered by the College for accreditation and reference purposes.
- 5.10.5 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:
- (a) the relevant appraisal system;
 - (b) the goals of the College;
 - (c) the personal goals of the Employees as related to their work;
 - (d) the appropriateness to the Employee's position; and
 - (e) workplace and industrial issues.
- 5.10.6 Teaching staff will be encouraged to be involved in such organisations and activities as relevant subject associations, Queensland Curriculum and Assessment Authority positions, cluster meetings, conferences and further formal study.
- 5.10.7 In accordance with its desire to have committed, dedicated Christian teachers, the College believes that a teacher's ability to teach in 'Christian' way, is a continuous and ongoing process and as such:
- (a) understanding subject matter from a Christian perspective is imperative; and
 - (b) the College will endeavour to provide professional development for Employees from a Christian perspective each year.
- 5.10.8 The College will consider special requests from Heads of Department and other senior staff to attend national and international conferences.

5.10.9 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 College:

- (a) as requiring attendance by all teaching staff; and
- (b) all attendance required beyond the proportion that the participants arrangement bears to a full-time Employee will be in paid time.

5.11 Teacher Classification

5.11.1 A four (4) year trained teacher will be appointed at Graduate in the scale at Schedule 1 of this Agreement.

5.11.2 Prior teaching experience will be credited on a year-for-year basis when determining the classification of a new Employee.

5.11.3 Progression between the incremental steps will:

- (a) occur after one year of full-time service; and
- (b) 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.

5.11.4 For part-time and casual teachers, a completed year of service is deemed to be 1,200 hours of paid work.

5.11.5 Teachers who have been classified at the top incremental step for more than 12 months at the College are eligible to apply for the Experience Accomplished Teacher classification, consistent with the provisions of Schedule 4 of this Agreement.

5.11.6 Provisions for those externally certified as Highly Accomplished or Lead Teacher appear in Schedule 5 of this Agreement.

5.12 Nationally Consistent Collection of Data (NCCD)

5.12.1 Government funding for students with a disability is provided to schools for the purposes of providing appropriate and reasonable adjustments for eligible students in support of educational outcomes.

5.12.2 The distribution of funding at school level has a focus on classroom delivery of resources needed for planning, delivery, documentation reporting and educational outcomes.

- 5.12.3 Resources provided to the classroom teacher will include but are not limited to:
- (a) the timely provision of information on the functional impact of a student's disability and necessary adjustments to be made to meet educational and support needs prior to a student's placement;
 - (b) professional development and training in the use of NCCD processes and implementation at a school level;
 - (c) the 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
 - (d) the allocation of Employee time to support the documentation and reporting of appropriate and reasonable adjustments within and outside of the classroom setting.
- 5.12.4 The impact of such arrangements on the work duties and working arrangements of teachers and school officers will also be considered.
- 5.12.5 Arrangements at school level for the collation and reporting of NCCD are established on the basis that the legislative requirements are to be met.
- 5.12.6 Collation and reporting processes employed are to be 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.
- 5.12.7 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.
- 5.12.8 Employees undertaking the gathering of evidence and recording of data are to be informed of the nature of sufficient vs excessive evidence prior to the start of the collection period.
- 5.12.9 The College will provide training and professional learning for Employees engaged in the support of educational provision for students with disability in the form of:
- (a) 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;
 - (b) techniques and strategies appropriate to supporting necessary adjustments aligned to the education and support needs of a student;
 - (c) instruction in physical lifting and support techniques, if appropriate; and

- (d) training regarding the administration of medication and emergency procedures.

5.13 Composite Classes

- 5.13.1 For the purposes of this clause, a composite class is a class with multiple year levels or a class with multiple subject teaching areas in secondary or junior school.
- 5.13.2 When a teacher is assigned a composite class, the College will consult with the teacher in a timely manner to discuss any support or resources that may be appropriate to assist with managing these responsibilities.
- 5.13.3 Any adjustments made pursuant to clause 5.13.2 of this Agreement will be recorded in writing.

PART 6 - EMPLOYMENT POLICIES AND WORK PRACTICES FOR SCHOOL OFFICERS

6.1 Classification and Appraisal of School Officers

6.1.1 The Parties agree to the implementation of the School Officer classification and remuneration structures as outlined in Schedule 2 of this Agreement, with the School Officer classification applying to Teacher Assistants, Administration staff, Bus Drivers and Grounds/Maintenance staff.

6.1.2 It is agreed and understood that:

- (a) the College determines the School Officers classification level;
- (b) progression between the incremental steps will occur after one year of full-time service for all levels (1,976 hrs), except for Level 8 School Officers;
- (c) if an Employee thinks that their role has undergone a substantial change in the duties performed, they can apply to the College for a review of their classification; and
- (d) Employees can only make such a request, as set out in clause 6.1.2(c) of this Agreement, once every twelve months.

6.1.3 During the life of this Agreement, the College will redesign the School Officer classification matrix (Schedule 2: Classification of School Officers) to ensure its clarity, relevance, and alignment with contemporary operational best practice:

- (a) taking into account the College's distinct context; and
- (b) ensuring the consistent and equitable application across the College operations,

while concurrently undertaking a Job Evaluation of all School Officer positions in consultation with each job holder during the life of this Agreement.

6.2 Professional Development

6.2.1 The College recognises the specific training requirements of School Officers in their contribution to the support of students, teaching staff and school programs.

6.2.2 School Officers shall be provided with the regular opportunity (at least two days per year) of professional development and training, within ordinary working hours:

- (a) which will form part of the Employee's professional development and training plan; and
- (b) such professional development shall be in addition to employer directed compliance and regulatory training.

6.2.3 The quantum of professional development provided, in clause 6.2.2(b) of this Agreement, 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.

6.2.4 In practice and in order to deliver an effective approach to professional development for School Officers, and to meet the needs of the school, consultation will occur between the Employee and the College:

- (a) in order to identify appropriate professional development and training to be undertaken; and
- (b) this will form a personal professional development plan.

6.2.5 Where professional development is directed outside ordinary working hours (including reasonable travel time), school officers 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.

6.2.6 Term-time Employees will be invited and paid to attend the staff retreat for sessions relevant to School Officers.

6.3 Annualisation of Salary – Term Time School Officers

6.3.1 A School Officer is employed on a term-time basis and as such:

- (a) the Employee may elect to have his/her salary annualised; however
- (b) school officers engaged for a fixed period of less than one (1) school year will not be eligible to elect to annualise their salary.

6.3.2 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.

6.3.3 A School Officer who does not make application to have his/her salary annualised in accordance with the timeline detailed in clause 6.3.2 of this Agreement will not be eligible to receive such annualised payments.

6.3.4 Where a School Officer elects to have their salary annualised:

- (a) such arrangement will operate for a period of one year and the Employee will be paid annualised fortnightly payments for one calendar year; and
- (b) they will elect whether or not they will continue the arrangement on an annual basis, and having made the election to have their salary annualised, such arrangements cannot be altered during the calendar year in which they are in operation.

- 6.3.5 Upon receipt of a School Officers' application to have their salary annualised, the College will provide the Employee with confirmation in writing of the net annualised fortnightly salary which will be paid to the Employee for the period of the arrangement.

6.4 Types of Employment

6.4.1 Full-Time Employment

A full-time Employee is engaged to work 38 ordinary hours per week or an average of 38 ordinary hours per week.

6.4.2 Part-Time Employment

- (a) A part-time Employee is an Employee who is engaged to work:
- (i) less than 38 ordinary hours per week or less than an average of 38 hours per week; and/or
 - (ii) for less than the full school year, and
 - (iii) has reasonably predictable hours of work; and
 - (iv) 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 College 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 6.4.2(a) of this Agreement.
- (c) Any variation to the work pattern, including the normal starting and finishing times prescribed in clause 6.4.2(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, and 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 (1/38th) 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 the College agree in writing, part-time employment may be converted to full-time, and vice-versa, and such an Employee transfers from full-time to part-time (or vice-versa):
 - (i) all accrued entitlements shall be maintained; and
 - (ii) following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

6.4.3 Casual Employment

- (a) A casual Employee will be paid an hourly rate equal to 1/38th of the weekly rate prescribed in the relevant Schedule of this Agreement for the classification under which they are engaged, with a loading of 25% on all hours paid.
- (b) The casual loading is a payment made in lieu of paid leave (and other entitlements provided to permanent employees) to which the Employee would otherwise be entitled.
- (c) A casual Employee shall be engaged for a minimum period of two (2) hours per engagement, or receive a minimum payment of two (2) hours per engagement.

6.5 Ordinary Hours of Work

6.5.1 An Employee's ordinary hours of work may be averaged over a period of two (2) weeks or four (4) weeks.

6.5.2 The ordinary hours of work will be worked on no more than 5 days in any 7 days and may be worked as follows:

- (a) On any Monday to Friday between 7:00am and 6:00pm for the following groups of School Officers:
 - (i) Classroom support services (e.g. Teacher Assistants, Speech and Drama Tutors, and Inside/Out Coordinator);
 - (ii) Curriculum/resources service;
 - (iii) Wellbeing services;
 - (iv) School administration services; or
 - (v) School operations services – retail Employees only (e.g. Uniform Shop).

- (b) On any Monday to Friday between 6:00am and 6:00pm for School operational services Employees in the following groups:
 - (i) Construction, plumbing, carpentry, painting and other trades;
 - (ii) Cleaning, maintenance, school facilities management; or
 - (iii) Bus driving/non-trade vehicle maintenance.
- (c) On any Monday to Friday between 6:00am and 6:00pm and on Saturday between 6:00am and 12 noon for gardening, turf maintenance and farming Employees.
- (d) On any Monday to Saturday between 6:00am and 6:00pm for the following Employees:
 - (i) Curriculum/resources – outdoor education only; or
 - (ii) Instructional services (e.g. Sport Coaches).
- (e) On any Monday to Sunday between 6:00am and 6:00pm for the following Employees:
 - (i) Boarding supervision services; or
 - (ii) School operations services – security/caretaking and cooking, catering, housekeeping and laundry services only (e.g. Café/Catering/Hospitality Teacher Assistants for extra events).

6.6 Reasonable Additional Hours

- 6.6.1 The College may require an Employee employed on a part-time basis to work reasonable additional hours in accordance with the provisions of this clause.
- 6.6.2 The Employee will be paid for all additional hours at the applicable casual hourly rate for all hours worked that:
 - (a) fall within the applicable daily spread of hours in clause 6.5.2 of this Agreement;
 - (b) do not result in the Employee working more than 8 hours on that day; and
 - (c) do not result in an Employee:
 - (i) working more than their allowed maximum weekly ordinary hours; or
 - (ii) working more than the allowed maximum weekly ordinary hours during the averaging period, where the Employee's hours are averaged.

6.6.3 Where additional hours are worked on a day an Employee is already attending for work, the minimum casual engagement of 2 hours will not apply.

6.6.4 Additional hours worked in accordance with this clause do not accrue leave entitlements under this Agreement or the NES.

6.7 Broken Shifts

6.7.1 Employees may be rostered to work ordinary hours in a broken shift, which is defined as a shift that is rostered in 2 periods of duty, exclusive of breaks, per day.

6.7.2 Employees, other than casual Employees, who work ordinary hours in a broken shift will be paid the minimum hourly rate plus a shift penalty of 15% of the minimum hourly rate, with a minimum payment as for 2 hours for each period of duty.

6.7.3 The maximum spread between the start of the first period of duty and the end of the second period of duty for a broken shift is 12 hours, and any hours in excess of this 12 hour spread will instead be paid for as overtime.

6.8 Overtime

6.8.1 Overtime is defined as any authorised work performed outside of or in excess of the ordinary or rostered hours.

6.8.2 Where an Employee is directed to work overtime, the College will compensate the Employee by either:

- (a) paying the Employee at the applicable overtime rate for their classification as set out below; or
- (b) entering into an agreement for the Employee to take time off instead of receiving payment for overtime, in accordance with clause 6.9 of this Agreement.

6.8.3 Subject to clause 6.8.2 of this Agreement, where an Employee works overtime the College must pay the Employee overtime rates as follows:

	Full and part time Employees	Casual Employees
For overtime worked on	% of minimum hourly rate	% of minimum hourly rate
Monday to Saturday – First 3 Hours	150	175
Monday to Saturday – After 3 hours	200	225
Sunday	200	225
Public Holiday	250	275

- 6.8.4 Nursing services Employees rostered to work overtime on a Saturday or Sunday will be paid the following overtime rates for all time worked:

Full and part time Employees	Casual Employees
% of minimum hourly rate	% of minimum hourly rate
150	175

- 6.8.5 Overtime will be calculated daily.

6.9 Time Off in Lieu

- 6.9.1 Unless otherwise provided in this Agreement, the College does not operate a system of time off in lieu (TOIL).
- 6.9.2 Employees are generally expected to complete their work within their ordinary hours of duty, and arrangements to work hours in excess of ordinary hours should be expressly approved by the Executive Principal or the Employee's manager, where appropriate.
- 6.9.3 The College and an Employee may, on a case-by-case basis, agree that the Employee may accrue TOIL instead of receiving payment for overtime if the employee is required to attend a scheduled College event or in exceptional circumstances.
- 6.9.4 TOIL will not accrue unless both the Employee's attendance and the accrual of TOIL have been preapproved by the College.
- 6.9.5 Where approved, the accrual and taking of TOIL is subject to the following conditions:
- (a) TOIL is to be taken at a rate of "time taken for time worked" – i.e. an hour for an hour;
 - (b) TOIL must be taken at times agreed with the College and must be accessed by the Employee within 6 months of the accrual;
 - (c) TOIL not accessed within 6 months shall be paid to the Employee at the end of the 6-month period at the overtime rate that would have been applicable at the time the TOIL was accrued; and
 - (d) Employees shall not maintain an accrual of more than 38 hours of TOIL at any one time.
- 6.9.6 The College and the Employee may agree in writing to an exception to clauses 6.9.5(c) and 6.9.5(d) of this Agreement.

- 6.9.7 If, on the termination of the Employee's employment, TOIL to which this clause applies has not been taken, the College will pay the Employee for the overtime at the overtime rate applicable at the time the TOIL was accrued.

6.10 Junior Rates

A junior School Officer appointed at classification Level 1 or 2 is to be paid at the following percentage of the appropriate adult rate for the position performed:

Age	% of Adult Rate
Under 17 years of age	50
17 years of age	60
18 years of age	70
19 years of age	80
20 years of age	90

6.11 Allowances

6.11.1 First Aid Allowance

- (a) For the purposes of this Agreement, a "First Aid Certificate" means a certificate issued because of an Employee completing a nationally accredited training course providing the competencies required to administer first aid in the context of a school environment.
- (b) A School Officer who is designated by the College to perform first aid duty (including the dispensing of medication to students in accordance with medication plans) and who holds a currently recognised First Aid Certificate, will be paid an allowance of \$4.02 a day.
- (c) An Employee referred to in clause 6.11.1(b) of this Agreement will be:
 - (i) reimbursed by the College for course fees in obtaining and maintaining the First Aid Certificate; and
 - (ii) entitled to undertake the course during paid work time.
- (d) The First Aid Allowance does not apply to:
 - (i) a nurse;
 - (ii) an Employee employed exclusively as a first aid officer; or
 - (iii) an Employee whose appointment to the position of First Aid Officer has been taken into account in classifying their position.
- (e) The First Aid Allowance will be paid on a pro-rata basis for part-time and casual Employees.

6.11.2 Specialised Care Allowance

- (a) For the purpose of this Agreement, “Specialised Care” means the provision of planned student-specific health or personal care procedures that are beyond the scope of ordinary first aid and are required to support a student's ongoing medical or health needs within the College environment.
- (b) A School Officer who is designated by the College to perform specialised care duties for students in accordance with the approved care or health plans, will be paid an allowance of \$4.02 per day.
- (c) An Employee referred to in clause 6.11.2 of this Agreement will be:
 - (i) provided with appropriate training, instruction, and/or guidance required to safely perform the specialised care duties; and
 - (ii) entitled to undertake any required training during paid work time.
- (d) The Specialised Care Allowance does not apply to:
 - (i) a nurse;
 - (ii) an Employee employed exclusively to perform first aid or specialised care duties; or
 - (iii) an Employee whose appointment to the position has taken into account the requirement to perform such specialised care duties in classifying their position.
- (e) The Specialised Care Allowance will be paid on a pro-rata basis for part-time and casual Employees.

6.11.3 Meal Allowance for Work Related Travel

- (a) Where the College requires an Employee to travel away from their usual place of residence:
 - (i) on approved work related duties (for example, attendance at sport competitions, conferences or events); and
 - (ii) away from the College,

the College will provide a reasonable meal allowance, as set out in clause 6.11.3(c) of this Agreement, to cover the cost of meals incurred during the period of travel, if a meal is not otherwise provided.
- (b) The allowance will only be payable where meals are not otherwise provided by the College or included as part of the event, accommodation, or registration arrangements.

- (c) The College will pay a meal allowance of \$20.75 per meal to the Employee.
- (d) The allowance will apply only to meals that fall within the period of approved travel and where the Employee is unable to reasonably return home.

6.11.4 Higher Duties

- (a) The College may direct an Employee to temporarily perform duties applicable to a classification higher than their current classification.
- (b) Where an Employee performs duties for more than five (5) days that constitute the whole or substantially the whole type of duties which would attract the higher classification, they will be paid at Step 1 of the rate of pay applicable to the higher classification for the period they perform the duties of the higher role.

6.11.5 Tool Allowance

Where the College does not provide all tools necessary for a tradesperson to perform their work, a tradesperson will be paid \$17.90 per week (except for a carpenter or joiner who must be paid \$33.88 per week) extra for supplying and maintaining tools ordinarily required in the performance of their work as a tradesperson.

6.11.6 Phone Allowance (Bus Drivers)

- (a) All bus drivers will receive a phone allowance of \$1.50 per day, with a maximum of \$15.00 per fortnight.
- (b) The allowance applies only to duties associated with scheduled school bus runs for the transport of students.

6.11.7 Vehicle Allowance

- (a) Where an Employee is authorised by the College to use their personal motor vehicle in the performance of their duties, the Employee will be reimbursed for such use at the applicable Australian Taxation Office (ATO) cents per kilometre rate in force at the time the travel is undertaken.
- (b) Reimbursement under this clause is payable up to a maximum of 400 kilometres per week, unless otherwise approved in writing by the College.
- (c) The College may require reasonable evidence to substantiate any claim made under this clause.

6.11.8 School Officers - Multiple roles

- (a) Term-time Employees may register an interest in receiving extra duties and hours of work during the term and term break, which will supplement their normal wages.
- (b) 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.
- (c) This clause applies only to non-teaching Employees.
- (d) An Employee may only be employed on multiple employment contracts in accordance with the provisions of this clause.
- (e) Part-time Employees may be engaged on separate individual employment contracts where any subsequent flexible working agreement is for a separate and distinct category of work covered by this Agreement.
- (f) 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 employment contract remains at or below 38 hours per week (even if the total hours worked under the multiple contracts collectively exceeds 38 hours per week).
- (g) An Employee may only be employed on separate and distinct employment contracts on a voluntary basis.
- (h) Where an Employee is employed on separate and distinct employment contracts, that Employee will be paid for the subject work at the applicable rates prescribed by this Agreement for each category of work.
- (i) An Employee may only be employed on separate and distinct employment contracts where the effects of entering into such an arrangement have been explained by the College.
- (j) The employment of an Employee on separate and distinct employment contracts must be recorded in writing and signed by the Employee.
- (k) 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.

PART 7 – MISCELLANEOUS BENEFITS – ALL STAFF

7.1 Staff Involvement in Camps

- 7.1.1 Over the period of this Agreement, staff will receive either time in lieu for attending Year Level camps as set out below, or an allowance will be paid at a rate of \$115 per night.
- (a) Staff are required to confirm in writing to the relevant Head of School prior to the camp departing, which option they will be taking as set out in this clause.
 - (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.
 - (iii) Camps operating over 2 nights will attract ½ day time in lieu.
 - (iv) For the purpose of this clause ½ day is equivalent to three hours.
- 7.1.2 Where a staff member is required to be on a Curricular and Co-Curricular approved camp that individual will receive an allowance of \$115 per night in addition to their usual salary, with no time in lieu being due.
- 7.1.3 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, and any such Agreement will be confirmed in writing.
- 7.1.4 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.

7.2 Service Trips

- 7.2.1 'Service Trips' refers to service programmes offered by the College from time to time within Australia and overseas:
- (a) providing students and Employees with opportunities to engage with communities in need; and
 - (b) reinforcing the College's dedication to serve and assist others in rural communities as well as in developing nations.
- 7.2.2 The following conditions apply to Employee participation in Service Trips:
- (a) Participation in Service Trips is entirely voluntary.

- (b) The College will pay for all associated costs, including but not limited to meals, accommodation, and travel expenses.
- (c) Employees are responsible for all personal costs associated with participation in a Service Trip, including but not limited to, passport costs, pre-travel vaccinations, prescribed medications, and any other related expenses not otherwise covered by the College.
- (d) Employees attending a Service Trip will be paid their ordinary hours for the days and weeks they would normally be expected to work, for the duration of the trip.

7.3 Payslips

Payslips are available to all staff through the online portal, with the fortnightly pay advice providing 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;
- (i) accrued Annual Leave entitlement in hours; and
- (j) HECS payments/deductions.

7.4 Support for Further Study

Financial support and/or time for studies/assignments, etc. may be offered to staff to advance their academic qualifications, which will be considered on a case-by-case basis upon application in writing by the Employee:

- (a) to the Executive Principal; and
- (b) which will include information regarding course details and benefits to both Employee and the College.

7.5 Employee Assistance Program

- 7.5.1 The Employee Assistance Program (EAP) is a professional, confidential counselling service made available to Employees to support and enhance a staff member's wellbeing.
- 7.5.2 Employees and members of their immediate family may access up to three (3) counselling sessions with the cost borne by the College, with details of the EAP services being made available to staff.

7.6 After School Supervision for Children of Employees

- 7.6.1 The College will provide access to after-school supervision for the children of both teaching and non-teaching Employees who are required to attend specifically scheduled and compulsory staff meetings or designated professional development activities conducted outside normal student contact hours.
- 7.6.2 This provision includes single professional development days that may occur from time to time, such as the common professional development day in Term 3, but does not apply to ad hoc work, preparation, or discretionary duties.
- 7.6.3 Where practical, Employees must provide advance notice of the scheduled meeting and their need for care, with requests being ordinarily submitted at least two (2) weeks prior to the relevant date.
- 7.6.4 Access to after-school supervision under this clause is limited to a maximum of two (2) sessions per week and is subject to availability within the childcare centre, including compliance with legislated staff-to-child ratios and operational capacity.
- 7.6.5 Employees accessing the service must claim the applicable Child Care Benefit or Child Care Subsidy for all hours utilised.

7.7 School Fee Reduction

- 7.7.1 Permanent employees are entitled to a 25% discount on advertised tuition fees (applicable per family), subject to all tuition fees being paid in full by the applicable due dates.
- 7.7.2 Permanent Employees may also apply for additional reductions in tuition fees and discounts for other services (such as sport and music), with applications being assessed on a case-by-case basis, having regard to factors including family income, financial hardship, and other special circumstances.
- 7.7.3 Fixed Term Employees are eligible to access tuition fee reduction under this clause only where they are engaged for a minimum continuous period of one school year at the College.

7.7.4 Regular casual Employees who were granted tuition fee reduction under the *Nambour Christian College Ltd Enterprise Agreement 2023* or a separate written arrangement will retain access to those benefits on a grandfathered basis, subject to:

- (a) the Employee's ongoing engagement by the College; and
- (b) continued compliance with all applicable conditions, including payment of tuition fees in full by the prescribed due dates.

7.7.5 The College will make all reasonable attempts to support College Employees partnering with the College for the schooling of their children, and Employees wanting to access the Tuition Fee discount and/or apply for additional discounts should advise the Head of Business Operations.

7.8 Meal Breaks and Rest Pauses

7.8.1 Teachers

(a) Meal Breaks

- (i) Teachers are entitled to an unpaid meal break of at least thirty (30) continuous minutes duration per day.
- (ii) 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:
 - (A) all teachers receive a minimum continuous meal break of twenty (20) minutes per day; and
 - (B) for full-time teachers, the total period for meal breaks is no less than one hundred and fifty (150) minutes per teacher per week which:
 - a. cannot be averaged over a longer period; and
 - b. will be pro-rated for part-time teachers
- (iii) 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.

(b) Rest Pauses

- (i) Full-time teachers are entitled to a paid tea break of ten (10) minutes duration per day to be included within normal school hours, and where it is impracticable to take the tea break on a daily basis the break may be averaged over a one (1) week period.
- (ii) Part-time and casual teachers will be entitled to the tea break as provided in clause 7.8.1(b)(i) of this Agreement only where the tea break occurs during a period of paid employment for the Employee.

7.8.2 School Officers

(a) Meal Breaks

- (i) A School Officer who works more than five (5) ordinary hours in any one day will 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) An Employee and the College may enter into an agreement to change the requirement to take a meal break pursuant to clause 7.8.2(a)(i) of this Agreement provided:
 - (A) the Employee is not engaged or rostered to work for more than 6 hours on a day subject to the agreement; and
 - (B) the agreement satisfies the personal needs of the Employee and the operational requirements of the College.

(b) Rest Pauses

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) Such rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary.
- (v) Notwithstanding the foregoing, where the College and the Employees agree the rest pauses may be combined.

7.9 Public Holidays

- 7.9.1 Provided that an Employee is normally scheduled to work on a day or part day that is otherwise a public holiday, the Employee is entitled to observe public holidays in Queensland without loss of pay.
- 7.9.2 Clause 7.9.1 of this Agreement does not apply to casual Employees.
- 7.9.3 The College and an Employee may agree to substitute another day for a day that would otherwise be a public holiday under the NES, and where substitution is agreed, the substituted day or part-day will be the public holiday for all purposes of this Agreement.

7.10 Special Project

- 7.10.1 Where the College offers, or approves an application from an Employee, to undertake a project, the College may, at its discretion, offer and pay a project allowance in accordance with this clause.
- 7.10.2 Not all projects, tasks or initiatives will qualify for a project allowance and an entitlement only arises where the project and allowance have been expressly approved by the College prior to commencement in writing.
- 7.10.3 For the purposes of this clause, a qualifying project is one that the College determines:
- (a) is significant in nature, having regard to its scale, complexity, or organisational impact;
 - (b) requires responsibilities beyond those of the Employee's substantive role;
 - (c) is time-limited rather than ongoing; and
 - (d) does not constitute a Position of Added Responsibility (PAR).
- 7.10.4 Prior to commencement, the College will confirm in writing:
- (a) the nature, scope and expected duration of the project; and
 - (b) the value of the project allowance (or method of calculation).
- 7.10.5 An Employee undertaking an approved project will, for the duration of the project, either be provided with time release from their substantive duties or be paid a project allowance, as determined by the College, having regard to the nature and scope of the project and:
- (a) the level of responsibility and accountability associated with the project;
 - (b) the complexity, scale, and impact of the project; and
 - (c) the extent to which the project adds to the Employee's normal workload.

7.10.6 A project allowance will be paid as:

- (a) a weekly allowance; or
- (b) a lump sum payment, including by reference to completion of agreed project outcomes,

as determined at the time of approval.

7.10.7 A project allowance:

- (a) is not payable for work undertaken voluntarily or without prior College approval;
- (b) does not give rise to any expectation of future projects, ongoing remuneration, PAR appointment, reclassification, or time release; and
- (c) ceases upon completion of the project or if the Employee ceases to perform the project duties.

7.10.8 The College may determine, at its discretion, that a project is more appropriately recognised through:

- (a) a project allowance under this clause; or
- (b) supplementary PAR points or additional remuneration under the PAR provisions of this Agreement.

7.10.9 For the avoidance of doubt, an Employee will not be entitled to receive a project allowance in addition to any other allowance, loading or payment provided under this Agreement for the performance of the same or substantially the same duties.

7.11 Position Descriptions

7.11.1 The Parties are committed to the ongoing review of Position Descriptions, to ensure they remain aligned with effective and evolving operational practices.

7.11.2 Before alterations are made, a process of consultation with the relevant Employee or groups of Employees will take place.

7.11.3 The Parties acknowledge that the Executive Principal has the ultimate responsibility for making decisions on the positions, roles and responsibilities within the College.

PART 8 – CONTRACT STAFF

8.1 Fixed Term Appointment

- 8.1.1 The College 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 Act.
- 8.1.2 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.
- 8.1.3 Where the College employs an Employee on a fixed term contract:
- (a) the College will indicate in the Employee's letter of appointment the identifiable short term need which the Employee is appointed to fill; and
 - (b) the letter of appointment will also contain the terms, conditions and specific duration (commencement and cessation dates) of the appointment.
- 8.1.4 A fixed term employment contract will not be used as a probationary period.
- 8.1.5 Except as provided in clause 8.1.6 of this Agreement, a fixed term Employee will not be employed for a period in excess of twelve (12) months. However:
- (a) 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; and
 - (b) any agreement reached between the College and an Employee as prescribed by this clause shall be in writing and signed by both parties.
- 8.1.6 Subject to the Act, a fixed term Employee may be employed for a period in excess of twelve (12) months in the following circumstances:

- (a) where the College 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; or
- (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 (such as in clause 8.1.2(e) of this Agreement).

PART 9 – LEAVE ENTITLEMENTS

9.1 Annual Leave

9.1.1 Teachers

- (a) Annual Leave is provided for in the NES, and this clause provides industry specific details and supplements the NES which deals with Annual Leave.
- (b) Teachers must take Annual Leave during non-term weeks.
- (c) Leave must generally be taken, in the case of teachers whose employment with the College is continuing into the next school year, in the four-week period immediately following the final term week of the current school year, unless otherwise agreed with the College.

9.1.2 Teachers - pro rata payment of salary inclusive of Annual Leave

- (a) This clause of the Agreement supplements the Annual Leave entitlements for teachers under the NES.
- (b) This clause does not apply to teachers engaged on a casual basis.
- (c) The provisions of this clause will apply:
 - (i) in the calculation of payment in relation to pro rata salary where a teacher's employment ceases; or
 - (ii) in the calculation of payment in relation to pro rata salary if:
 - (A) a teacher commenced employment after the College Service Date;
 - (B) a teacher has taken leave without pay of more than two term weeks since the College Service Date; or
 - (C) the hours which a teacher has worked at the College have varied since the College Service Date.
 - (iii) In this clause 'College Service Date' means the usual commencement date of employment for teachers who are to commence teaching on the first day of the first term, and this includes those days on which teachers are required to attend for professional development or other preliminary requirements.
 - (iv) Calculation of payments will be as follows:

$$P = \frac{S \times C}{B} - D$$

B

Where:

P = the payment due

S = the total salary already paid to the Teacher in the calendar year for term weeks (including part term weeks)

B = the total number of term weeks (including part term weeks) in the calendar year

C = the number of non-term weeks (including part non-term weeks) in the calendar year

(note that B and C should total 52.18 weeks)

D = the total salary already paid to the Teacher in the calendar year for non-term weeks (including part non-term weeks)

- (d) Teachers who commence employment after the commencement of the College year:
- (i) being after the usual date of commencement at the College in any College year, will be paid from the date the teacher commences; however
 - (ii) at the end of the last College term or final semester in that year, the teacher must be paid an amount calculated in accordance with clause 9.1.2(c) of this Agreement, and will receive no salary or other payment other than payment under this clause until the College service date or the resumption of Term 1 or first semester in the following school year.

9.1.3 School Officers

- (a) Full-time, part-time and fixed-term School Officers, covered by this Agreement, shall be entitled to four weeks' Annual Leave in accordance with the NES, and this clause supplements the NES provisions.
- (b) Unless otherwise agreed in writing with the Executive Principal, non-teaching staff are required to take Annual Leave during non-term time, and Annual Leave must be taken at a time mutually agreed between the Employee and the College.
- (c) School Officers may make a request to take Annual Leave by providing at least two weeks' notice to the College in writing with:
 - (i) requests will not be unreasonably refused by the College; and
 - (ii) the requirement for two weeks' notice being waived by the College in exceptional circumstances, as it deems appropriate.

9.1.4 Annual Leave loading – All Staff

- (a) This clause of the Agreement provides for industry specific detail and supplements the NES Annual Leave provision.
- (b) An Employee is entitled to a leave loading of 17.5% on four weeks' Annual Leave, which will normally be paid at the time that the Employee is paid Annual Leave or pro rata Annual Leave.

Timing of Payments

- (c) Annual Leave loading for a teacher is to be paid on an annualised basis and calculated using the following formula:

(Weekly salary x 4 x 17.5%) x number of term weeks worked by the Employee in that school year

Total term weeks in that school year

- (d) Annual Leave loading for term-time, non-teaching Employees, who are not on an annualised salary, will receive Annual Leave loading at the time they receive ordinary payments of Annual Leave (i.e. generally over the Christmas vacation period).
- (e) Annual Leave loading for term-time, non-teaching Employees on annualised salary arrangements, other than Bus Drivers, are paid their Annual Leave loading in the final 2 pay periods of the year in December.
- (f) Annual Leave loading for term-time, Bus Drivers on annualised salary arrangements, are paid their Annual Leave loading in equal instalments in the last pay period of the year in December, and the first pay period of the year in January.
- (g) Annual Leave loading for non term-time, non-teaching Employees, are paid their Annual Leave loading at the time Annual Leave is taken.

9.1.5 Direction to take Annual Leave (Excessive Accrual) - School Officers

- (a) School Officers will be taken to have an excessive Annual Leave accrual where they have accrued more than eight (8) weeks of Annual Leave.
- (b) Where a School Officer has an excessive Annual Leave accrual, the College will consult with the Employee and genuinely seek to reach agreement on arrangements to reduce or eliminate the excessive accrual.
- (c) Where agreement cannot be reached despite genuine attempts by the College, the College may direct the Employee to take one or more periods of Annual Leave.

- (d) Any direction by the Employer under clause 9.1.5(c) of this Agreement must:
 - (i) be given in writing;
 - (ii) not result in the Employee's remaining accrued Annual Leave entitlement being reduced to less than six (6) weeks;
 - (iii) not require the Employee to take a period of Annual Leave of less than one (1) week; and
 - (iv) not require the Employee to take a period of Annual Leave commencing less than eight (8) weeks, or more than twelve (12) months, after the direction is given, unless mutually agreed.

9.1.6 Cashing out Annual Leave - School Officers

- (a) Paid Annual Leave must not be cashed out except in accordance with an agreement under this clause.
- (b) Each cashing out of a particular amount of paid Annual Leave must be the subject of a separate agreement under this clause.
- (c) The College and an Employee may agree in writing to the cashing out of a particular amount of accrued paid Annual Leave by the Employee.
- (d) An agreement under this clause must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the Employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under this clause must be signed by the College and Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the Employee taken the leave at the time the payment is made.
- (g) An agreement under this clause must not result in the Employee's remaining accrued entitlement to paid Annual Leave being less than 4 weeks.
- (h) The College must keep a copy of any agreement under this clause as an Employee record.

9.2 Long Service Leave

- 9.2.1 All Employees at the 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.
- 9.2.2 Staff will be able to access Long Service Leave after completing seven (7) years of continuous service.
- 9.2.3 An application for Long Service Leave must be made in writing preferably by the end of Term 3, and the time and manner of the taking of such leave is subject to mutual agreement between the staff members and the Executive Principal, it being noted that:
- (a) 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; and
 - (b) when the number of weeks utilised is less than the full entitlement, the balance may be utilised with subsequent entitlements.
- 9.2.4 Employees may request to take periods of less than one (1) academic term of Long Service Leave under special circumstances, and such requests will be considered by the Executive Principal on a case-by-case basis and shall not be unreasonably denied.
- 9.2.5 Long Service Leave should be taken within twelve (12) months of the Employee becoming entitled to the Long Service Leave entitlement at seven (7) years' continuous service, unless otherwise negotiated with the Executive Principal.
- 9.2.6 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.
- 9.2.7 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.
- 9.2.8 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 |
- 9.2.9 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.

- 9.2.10 Non-teaching term-time Employees may choose to access accrued Long Service Leave during periods of unpaid leave, including school vacations.
- 9.2.11 Special circumstances may arise where it is preferable for an Employee and the College 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 College 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 College;
 - (c) where agreement is reached to pay out Long Service Leave, superannuation at the Employee's current rate will be payable; and
 - (d) the Employee having the right to salary sacrifice the amount of Long Service Leave or a proportion of the agreed payment to superannuation.
- 9.2.12 Where an Employee has not taken Long Service Leave in accordance with clause 9.2.5 of this Agreement and has accrued an entitlement of thirteen (13) weeks or more, the College may direct the Employee to take Long Service Leave, provided that:
- (a) the period of leave directed is no less than four (4) weeks and no more than thirteen (13) weeks;
 - (b) the College provides the Employee with at least three (3) months' written notice of the direction;
 - (c) the Employee may request to defer the directed leave, and the College will consider any such request having regard to the Employee's circumstances; and
 - (d) alternatively, the Employee may elect to apply to cash out the Long Service Leave entitlement in accordance with clause 9.2.11 of this Agreement.

9.3 Personal/Carer's Leave

- 9.3.1 In accordance with the NES, an Employee may take paid Personal/Carer's Leave if the leave is taken:
- (a) because the Employee is unfit for work because of a personal illness or injury; or

(b) to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of:

- (i) a personal illness, or personal injury, affecting the member; or
- (ii) an unexpected emergency affecting the member.

9.3.2 On commencement, new Employees will be granted, after the completion of two weeks' service, their full Personal/Carer's Leave entitlement for that calendar year only.

Notification and Evidence

9.3.3 The Employee must notify the College as soon as practicable of the need to take Personal/Carer's leave, including the expected duration of the absence.

9.3.4 If circumstances prevent the Employee from providing advance notice, the Employee must notify the College as soon as reasonably practicable after the leave has commenced.

9.3.5 For absences of more than two (2) consecutive working days or where the absence is immediately following a weekend, public holiday or term break, the Employee may be required to provide evidence:

- (a) from a registered health practitioner; or
- (b) a statutory declaration relating to the absence,

and such evidence must demonstrate that the Employee was unable to attend work due to:

- (c) the Employee's own illness or injury; or
- (d) the illness, injury, or unexpected emergency affecting a member of the Employee's immediate family or household for whom the Employee was required to provide care,

and for the purpose of clause 9.3.5 of this Agreement, evidence may be required from a medical physician.

9.3.6 In accordance with the NES, nothing in this clause prevents the College from requesting evidence of illness for shorter absences, provided that such a request is reasonable in the circumstances.

9.4 Reproductive Health Leave

9.4.1 Reproductive health is a state of complete physical, mental and social well-being and not merely the absence of disease or infirmity.

9.4.2 Definition

For the purpose of this clause, reproductive health is defined as any condition relating to the reproductive system and to its functions and processes such as, but not limited to:

- (a) menstruation;
- (b) premenstrual dysphoric disorder (PMDD);
- (c) pregnancy;
- (d) perimenopause;
- (e) menopause;
- (f) poly-cystic ovarian syndrome and endometriosis;
- (g) male or female infertility;
- (h) hysterectomy; preventative screens; and
- (i) other forms of assisted reproductive health services.

9.4.3 Entitlement

- (a) An Employee experiencing reproductive health issues is entitled to up to five (5) days per year paid reproductive health leave for the purpose of treatment or management of reproductive health as defined by this clause.
- (b) The entitlement in clause 9.4.3(a) of this Agreement does not accumulate from year to year.
- (c) The entitlement to paid reproductive health leave is in addition to existing leave entitlements which:
 - (i) may be taken as consecutive or single days, or as a fraction of a day; and
 - (ii) will be approved, should a request be reasonable.
- (d) It is not mandatory for an Employee to have exhausted other forms of paid leave prior to accessing reproductive health leave.
- (e) The entitlement is not available to fixed term employees (on less than one school year's contract) or casual employees.

9.4.4 Notice and Evidentiary Requirements

- (a) The Employee shall give the College notice as soon as reasonably practicable of their intention to take leave under this clause.

- (b) If required by the College, the Employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clause 9.4.2 of this Agreement, and such evidence may include:
 - (i) a document issued by a doctor or other treating health professional (including a medical certificate), or
 - (ii) a statutory declaration.

9.5 Pandemic Leave

9.5.1 In the case of a declared public health emergency under the *Public Health Act 2005* (Qld) (as amended), an Employee will be granted up to five days paid Pandemic Leave.

9.5.2 Such leave will be granted upon the production by the Employee to the College of:

- (a) evidence from a registered health practitioner; or
- (b) a statutory declaration relating to the absence, together with a positive rapid antigen test or equivalent,

and such leave can be claimed prior to the need for the Employee to take paid other Personal/Carer's Leave.

9.6 Special Leave

9.6.1 Permanent or fixed-term contract Employees' (minimum continuous period of one school year at the College) are eligible to apply for up to two (2) days of paid Special Leave per calendar year, with such entitlement being:

- (a) non-cumulative; and
- (b) only to be taken during directed work hours.

9.6.2 Special Leave is available solely to enable an Employee to attend to a pressing domestic or family necessity that is exceptional or infrequent in nature and is not otherwise provided for under existing leave categories.

9.6.3 Approved circumstances to claim Special Leave may include, but are not limited to:

- (a) attendance at a state-level or elite sporting competitions involving an immediate family member;
- (b) attendance at significant family events, including weddings or funerals of extended family members, and family court legal matters;
- (c) attendance at formal graduation ceremonies of a family member;

- (d) relocation of the Employee's principal place of residence; and
- (e) attendance at a funeral of a significant family acquaintance.

9.6.4 Special Leave is not to be used:

- (a) as a substitute where other leave entitlements are either available, or would have been available had they not been exhausted;
- (b) for routine, discretionary, or recreational activities; or
- (c) for purposes inconsistent with the approved application.

9.6.5 Applications for Special Leave must:

- (a) be submitted in writing to the College Executive;
- (b) be lodged no less than four (4) weeks prior to the requested dates, except where this is not reasonably practicable; and
- (c) specify the nature of the event and the period of leave sought.

9.6.6 Approval of Special Leave will be granted at the sole discretion of the Executive Principal, and the College may require the Employee to provide supporting evidence as a condition of approval.

9.7 Christian Service Leave

9.7.1 Permanent or fixed term contract Employees' (minimum continuous period of one school year at the College) may apply for up to two days per year (non-cumulative, non-vesting) for paid Christian Service Leave to be made available:

- (a) for direct Christian service involvement, church-related events or learning, to support their role in Christian service (additional days may be applied for in special circumstances); and
- (b) where such service is in alignment with the Christian ethos, culture and mission of the College,

to enable Employees to apply to take leave for such events during directed work hours.

9.7.2 A request for Christian Service Leave must 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 at the Executive Principal's discretion.

9.7.3 The College reserves the right to ask the Employee to provide evidence for the leave which is sought to be taken, as a condition of approval.

9.8 Leave Without Pay

- 9.8.1 A permanent or fixed term Employee has the right to apply for leave without pay.
- 9.8.2 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.
- 9.8.3 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.
- 9.8.4 Where the contract period of a fixed term Employee ends during the period of Leave Without Pay, that Employee will not be entitled to have this contract period extended, nor will they be guaranteed another contract position to return to on completion of Leave Without Pay.
- 9.8.5 The maximum period for which leave without pay is granted under this clause shall be one year.
- 9.8.6 The granting of such leave is at the discretion of the Executive Principal, but:
- (a) will not be unreasonably refused; and
 - (b) if such an application is refused, reason will be provided to the applicant in writing.

9.9 Compassionate Leave

- 9.9.1 Compassionate Leave will be provided in accordance with the NES, unless otherwise provided in this clause.
- 9.9.2 A permanent or fixed term 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.

- 9.9.3 Employees may access Compassionate Leave in accordance with this clause, whilst on other types of leave under this agreement (excluding unpaid leave).
- 9.9.4 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.
- 9.9.5 Compassionate Leave may be taken as a single three-day period, three separate one-day periods, or as otherwise agreed with the employer.
- 9.9.6 If the permissible occasion is the contraction or development of a personal illness or sustained the personal injury in accordance with clauses 9.9.2(a)(i) and/or (ii) of this Agreement, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

9.10 Domestic and Family Violence Leave

- 9.10.1 The College is committed to supporting an Employee who is experiencing domestic or family violence, and will provide Domestic and Family Violence Leave (**DFV Leave**) in accordance with the 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.
- 9.10.2 DFV 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.
- 9.10.3 To access DFV Leave, the Employee will have a discussion with a member of the College Leadership Team, who will take a flexible and sensitive approach to the request.
- 9.10.4 DFV 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.

- 9.10.5 Employees can also access existing leave entitlements (including but not limited to the abovementioned purposes), without the usual notice requirements.
- 9.10.6 It is not mandatory for the Employee to have exhausted other forms of paid leave prior to accessing DFV Leave.
- 9.10.7 The College may ask for evidence that shows the Employee took the DFV 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.
- 9.10.8 All reasonable measures will be taken:
- (a) to ensure that no adverse action will be taken against an Employee on the basis of domestic or family violence victim status; and
 - (b) to support an Employee experiencing domestic or family 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.
- 9.10.9 All personal information concerning domestic violence will be kept confidential in line with the College's relevant policy and relevant legislation, with no relevant information being kept on an Employee's personnel file without their written permission.
- 9.10.10 The College will work collaboratively with the Employee who is experiencing domestic or family violence to develop protocols to appropriately restrict access to the Employee's personal information and contact details.
- 9.10.11 The College will approve any reasonable request from an Employee experiencing domestic or family violence for:
- (a) changes to their span of hours or pattern or hours and/or shift patterns;
 - (b) job redesign or changes to duties;
 - (c) relocation to suitable employment within the workplace;
 - (d) 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);
 - (e) a change to parking and/or transport arrangements;
 - (f) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

9.11 Parental Leave

- 9.11.1 Unpaid Parental Leave provisions are provided for in the NES, and this clause supplements those provisions.
- 9.11.2 The College will provide fourteen (14) weeks paid Parental Leave to Employees that meet the eligibility criteria detailed in clause 9.11.7 of this Agreement.
- 9.11.3 Paid Parental Leave forms part of, and is not in addition to, the Employee's entitlement to unpaid Parental Leave under the NES.
- 9.11.4 Notice of the taking of Parental Leave 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), and the Employee must give an indication of the period of unpaid leave under the NES that the Employee intends to access.

Taking Paid Parental Leave

- 9.11.5 Paid Parental Leave must be taken immediately following birth or adoption of the child.
- 9.11.6 Employees may apply to bring forward their period of paid Parental Leave to the first day of their Parental Leave.
- 9.11.7 An Employee is eligible for paid Parental Leave if:
- (a) the Employee will assume the role of primary care giver immediately following the birth or placement of a child or children of the Employee or the Employee's spouse or de facto partner;
 - (b) the Employee is a permanent Employee who has completed one year of continuous service with the College in the period immediately prior to taking the paid Parental Leave; and
 - (c) the Employee complies with any relevant notice and evidence requirements for taking paid Parental Leave.

Definitions and Conditions

- 9.11.8 A "primary carer" is a person who has primary responsibility for meeting the child's physical needs, noting that:
- (a) only one person may be the primary carer at any given time; and
 - (b) the Employee may be required to provide evidence to the College confirming this role.

- 9.11.9 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.
- 9.11.10 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.
- 9.11.11 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.
- 9.11.12 An Employee shall receive payment for their paid Parental Leave from the date of the birth or adoption of the child, unless otherwise agreed between the Employee and the College.
- 9.11.13 Where a pregnancy ends 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.
- 9.11.14 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 they be guaranteed another contract position to return to on completion of Parental Leave.
- 9.11.15 Eligibility for subsequent periods of paid Parental Leave will apply only after the Employee has returned to work with the College for a period of at least six (6) months.

Paid Parental Leave and Other Entitlements

- 9.11.16 The period of paid Parental Leave does not count towards an Employee's continuous service and therefore, shall not accrue, Annual Leave, Long Service Leave or Personal/Carer's Leave.
- 9.11.17 Paid Parental Leave will be inclusive of school vacation periods after accrued Annual Leave has been applied.
- 9.11.18 The period of paid Parental Leave shall be exclusive of statutory holidays that may fall within a school term of the period.
- 9.11.19 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.

9.11.20 Period of Leave

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

9.11.21 Half Pay

- (a) Paid Parental Leave may be accessed at half pay, and in such circumstances the Employee will be entitled to double the period of leave which would otherwise be applicable.
- (b) The period of Paid Parental Leave at half pay will be paid for at half the rate which would have been applicable if the Employee was not accessing paid Parental Leave at half pay.
- (c) A period of paid Parental Leave at half pay will be exclusive of public holidays, and:
 - (i) a public holiday occurring during a period of paid Parental Leave at half pay; and
 - (ii) which falls on a day on which the Employee would otherwise work, will be paid for at half the rate which would have been applicable if the Employee was not accessing paid Parental Leave at half pay.
- (d) The following provisions will apply to teachers who access paid Parental Leave at half pay:
 - (i) the period of paid Parental Leave at half pay will be inclusive of school vacations;
 - (ii) school vacations (except for the four weeks immediately following the end of the school year) which are within a period of paid Parental Leave at half pay, will be paid for at half the rate which would have been applicable if the Employee was not accessing paid Parental Leave at half pay;
 - (iii) school vacations (except for the four weeks immediately following the end of the College year) which are contiguous with a period of paid Parental Leave at half pay will be paid for at the rate which would have been applicable if the Employee was not accessing paid Parental Leave at half pay;

- (iv) where a teacher accesses a period of paid Parental Leave at half pay which is wholly within one calendar year (1 January to 31 December), that Employee will be paid a sum for the Christmas vacation calculated in accordance with the following formula:

$$P = \left(\frac{L}{W} \times S \right) - A$$

Where:

P	is the total amount paid to the Employee for the Christmas vacation
L	is the number of weeks actually worked plus the number of weeks of paid Parental Leave. For the avoidance of doubt, weeks of paid Parental Leave is the number of weeks of paid Parental leave at full pay as opposed to the number of weeks taken at half pay.
W	is the number of weeks the teacher would have worked if they had not accessed paid Parental Leave.
S	is the total amount which would have been paid for the calendar year if the Employee was not accessing paid Parental Leave at half pay.
A	is the total amount paid to the teacher in that calendar year prior to the Christmas vacation

- (e) Where a teacher accesses a period of paid Parental Leave at half pay and that period extends across two calendar years (1 January to 31 December), the four weeks immediately following the end of the school year the Employee will be paid a sum calculated in accordance with formula at clause 9.11.21(d)(iv) of this Agreement.
- (f) All other school vacations which are within a period of paid Parental Leave at half pay will be paid for at half the rate which would have been applicable if the Employee was not accessing paid Parental Leave at half pay.

9.12 Partner Leave

9.12.1 Employees, other than casual Employees, that have completed at least 12 months of continuous service with the College are entitled to two (2) weeks of paid Partner Leave:

- (a) taken at a time negotiated with the Executive Principal; and
- (b) to be followed immediately by one extra week of unpaid leave making a total of three (3) weeks Partner Leave.

9.12.2 Paid Partner Leave, may be taken at half pay for a period of four (4) weeks, to be followed immediately by one (1) extra week of unpaid leave making a total of five (5) weeks Partner Leave.

9.12.3 For the avoidance of doubt, an Employee may be entitled to leave under clauses 9.12.1 or 9.12.2 of this Agreement in relation to the birth or adoption of a child or children, but not both.

9.13 Emergency and Natural Disaster Leave

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

9.13.2 Employees will assist with keeping the College 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 during natural disaster periods.

9.13.3 Employees will attend work unless prevented by circumstances described in clause 9.13.5 of this Agreement or are otherwise on approved leave.

9.13.4 Subject to clause 9.13.5 of this Agreement, Employees may be asked to assist with preparing for a reopening of a damaged school.

9.13.5 A permanent or fixed term Employee who is prevented from attending their 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 of non-cumulative paid leave in the following circumstances:

- (a) when they have experienced extreme loss or trauma; or
- (b) where the Employee must, out of necessity, remain at home to safeguard their 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; 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 their family and property, or because the availability of transport services and facilities may be disrupted or discontinued due to weather or flood conditions.

9.13.6 Access to the leave as in clause 9.13.5 of this Agreement will be coordinated by the Executive Principal, or his nominated representative.

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

9.13.8 The Executive 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.

9.14 Community Service Leave

Community Service Leave will be provided for as set out in the NES.

PART 10 - AGREEMENT FLEXIBILITY AND OTHER MATTERS

10.1 Agreement Flexibility

- 10.1.1 The College and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the arrangement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the College and Employee in relation to the matter or matters it deals with; and
 - (c) the arrangement is genuinely agreed to by the College and Employee, without coercion or duress.
- 10.1.2 An individual flexibility arrangement may only be made after the individual Employee has commenced employment with the College.
- 10.1.3 If the College wishes to initiate the making of an individual flexibility arrangement it must:
- (a) give the Employee a written proposal; and
 - (b) if the College is aware that the Employee has, or should reasonably be aware that the Employee may have, limited understanding of written English, take reasonable steps to ensure that the Employee understands the proposal.
- 10.1.4 If the College proposes to enter into an individual flexibility arrangement with an Employee, the College must meet with the Employee to discuss the proposal prior to entering the individual flexibility arrangement if the Employee requests such a meeting.
- 10.1.5 The employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Act; and
 - (b) are not unlawful terms under section 194 of the Act; and
 - (c) result in the Employee being better off overall than the Employee would have been if no individual flexibility arrangement were agreed to.

- 10.1.6 The College 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 College and Employee and, if the Employee is under 18 years of age, is signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (i) the terms of the 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; and
 - (f) describes how the individual flexibility arrangement can be terminated.
- 10.1.7 The College must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 10.1.8 The College or Employee may terminate the individual flexibility arrangement:
- (a) at any time, by agreement in writing between the employer and the Employee; or
 - (b) by the employer or the Employee giving 28 days written notice to the other party.
- 10.1.9 An individual flexibility arrangement terminated in accordance with clause 10.1.8(b) of this Agreement ceases to have effect at the end of the period of notice required under that clause.
- 10.1.10 The College or Employee may use the dispute settlement procedure in this Agreement to deal with disputes that may arise concerning the matters dealt with in the individual flexibility arrangement.

Note: In addition to this clause, the National Employment Standards of the Act give some Employees the right to request flexible working arrangements in certain circumstances.

10.2 Job Share

- 10.2.1 The Parties acknowledge that job sharing is one option that the College may use in order to fill a vacancy.

10.2.2 While the College may support job sharing, the total number of part time positions will be limited in order that its students will not be disadvantaged, especially in the senior year and foundation years of the Junior School.

10.2.3 Any final decision in relation to allowing job sharing will be made by the Executive Principal.

10.3 Class Sizes

10.3.1 Position

- (a) It is recognised that class size has implications for the work of teachers and as such pertains to the employment relationship.
- (b) 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.
- (c) With these matters in mind, the College will continue to consider class staffing and resourcing levels when allocating classes to teachers with:
 - (i) every effort made to achieve class sizes that are within targets and balanced with overall College resourcing and budgetary constraints; and
 - (ii) College enrolment patterns and demographic trends also informing decisions about class sizes and resource allocation.

10.3.2 Targets for Class Sizes

- (a) The targets for class sizes set out in clause 10.3.2(c) of this Agreement will assist the Executive Principal with decisions about class sizes and resource allocation.
- (b) 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.
- (c) 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:
 - (i) Prep - 25 students (each class to have a full-class-time teacher assistant);

- (ii) Years 1 – 12 - 25-28 students; and
 - (iii) for practical subjects where safety, supervision, equipment access, or room capacity create additional constraints (including, but not limited to Food Technology, Hospitality and Industrial Technology), 26 students.
- (d) 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):
 - (i) the class arrangements shall be the subject of a timely and consultative process with staff affected; and
 - (ii) in accordance with the consultative principles contained in this Agreement,

to establish appropriate measures to ameliorate any identified negative impact on teacher workload.
- (e) The final decision about class sizes and the allocation of classes to teachers is the responsibility of the Executive Principal.

PART 11 – INDUCTION AND MENTORING

11.1 Orientation Program

All Employees shall undertake an orientation program which will include:

- (a) details of the induction program;
- (b) the provision of a position description;
- (c) the identification of lines of support;
- (d) the provision of material relevant to the ethos and mission of the College;
- (e) the provision of documents relevant to the policies and procedures of the College;
- (f) the provision of information documents relevant to superannuation entitlements and options;
- (g) the provision of access to the Agreement via the Staff Portal and a paper copy if requested by the staff member; and
- (h) the provision of information relevant to Union membership.

11.2 Mentoring – First Year Teachers

- 11.2.1 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.
- 11.2.2 The graduate teacher mentor programme shall be for a minimum period of the graduate's first twelve (12) months of teaching.
- 11.2.3 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.
- 11.2.4 Provisionally registered teachers shall have access to a clear process to assist them in meeting the requirements for full registration, and access to this process will be open to all new graduate teachers, whether employed on a full-time, part-time or fixed-term basis.
- 11.2.5 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 clause 11.1 of this Agreement;

- (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:
 - (i) observation of exemplary teaching practice;
 - (ii) joint and structured planning;
 - (iii) mentoring meetings; and
 - (iv) 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 12 - NOTICE OF TERMINATION AND REDUNDANCY

12.1 Termination of Employment by the College - Teachers

- 12.1.1 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.
- 12.1.2 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.
- 12.1.3 A part-time or temporary teacher who is over 45 years of age with more than one (1) year's service with the College is entitled to an additional week's notice.
- 12.1.4 Payment in lieu of notice shall be made if the notice prescribed by clause 12.1.1 (and clause 12.1.2 if applicable) of this Agreement is not given, provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- 12.1.5 The notice set out in this clause 12.1 of this Agreement does not apply to any Employee dismissed for reasons of serious misconduct, or any other ground which would otherwise permit the College to dismiss summarily.
- 12.1.6 This clause does not apply to Employees engaged on a casual basis.

12.2 Termination of Employment by Teachers

- 12.2.1 Teachers, (other than casual teachers), shall give to the College at least four (4) term time weeks' notice in writing of their resignation.
- 12.2.2 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.

12.3 Termination of Employment by the College – Non-Teaching Employees

- 12.3.1 The College may terminate the employment of non-teaching Employees only if the Employee has been given at least four (4) weeks' notice.
- 12.3.2 In addition to the notice in clause 12.3.1 of this Agreement, 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.
- 12.3.3 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.

12.3.4 The notice prescribed in this clause 12.3.1 of this Agreement does not apply to any Employee dismissed for reasons of serious misconduct, or any other ground which would otherwise permit the College to dismiss summarily.

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

12.4 Termination of Employment by Non-Teaching Employees

12.4.1 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.

12.4.2 By mutual agreement in writing between the Executive Principal and the Employee, strict adherence to the notice period required may be waived.

12.4.3 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.

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

12.5 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.

12.6 Redundancy

In the event of a position becoming redundant, the College will comply with the redundancy provisions in the NES, with the exception that severance payments will be calculated in accordance with the following table:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	Nil
At least 1 year but less than 2 years	4
At least 2 years but less than 3 years	6
At least 3 years but less than 4 years	7
At least 4 years but less than 5 years	8
At least 5 years but less than 6 years	10
At least 6 years but less than 7 years	11
At least 7 years but less than 8 years	13
At least 8 years but less than 9 years	14
More than 9 years	16

PART 13 - WORK HEALTH AND SAFETY

- 13.1 The Parties agree that the aims of efficiency and effectiveness can be advanced by implementing strategies to achieve healthier and safer jobs.
- 13.2 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.
- 13.3 The College's management and staff acknowledge the requirements of workplace health and safety legislation and agree to address issues and provide appropriate resources.
- 13.4 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 14 - SIGNATORIES

Signed on behalf of Nambour Christian College Ltd

SIGNATURE

FULL NAME

CAPACITY TO SIGN

DATE

ADDRESS 2 McKenzie Road, WOOMBYE QLD 4559

Geoffrey John van der Vliet
.....
GEOFFREY JOHN VAN DER VLIET
.....
EXECUTIVE PRINCIPAL
.....
18.08.2026
.....

IN THE PRESENCE OF:

SIGNATURE

FULL NAME

DATE

Mathew John Greenham
.....
MATHEW JOHN GREENHAM
.....
18-8-2025
.....



Signed on behalf of the Employees of Nambour Christian College Ltd

SIGNATURE

FULL NAME

CAPACITY TO SIGN

DATE

ADDRESS

.....
.....
.....
.....
.....

IN THE PRESENCE OF:

SIGNATURE

FULL NAME

DATE

.....
.....
.....

Nambour Christian College Enterprise Agreement 2026

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

SIGNATURE



FULL NAME

NICHOLAS SALVAT

CAPACITY TO SIGN

ASSISTANT SECRETARY - IEUA QNT

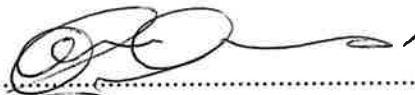
DATE

20/08/2026

ADDRESS 346 Turbot Street, SPRING HILL QLD 4000

IN THE PRESENCE OF:

SIGNATURE



FULL NAME

PAUL NOEL GILES

DATE

20/8/2026

SCHEDULE 1 – WAGES

SCHEDULE 1.1 - Teachers												
Classification	Jul-26				Jul-27				Jul-28			
	3.5%				3.5%				3.5%			
	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)	3,435.58	89,634.19	57.2596	71.5745	3,555.82	92,771.38	59.2637	74.0796	3,680.28	96,018.38	61.3379	76.6724
Proficient 1 (4:2.2)	3,603.39	94,012.35	60.0564	75.0705	3,729.50	97,302.78	62.1584	77.6980	3,860.04	100,708.38	64.3340	80.4174
Proficient 2 (4:2.3)	3,774.53	98,477.51	62.9088	78.6361	3,906.64	101,924.22	65.1107	81.3883	4,043.37	105,491.57	67.3895	84.2369
Proficient 3 (4:2.4)	3,952.20	103,112.79	65.8699	82.3374	4,090.52	106,721.73	68.1754	85.2192	4,233.69	110,456.99	70.5615	88.2019
Proficient 4 (4:2.5)	4,115.14	107,364.03	68.5857	85.7321	4,259.17	111,121.77	70.9862	88.7327	4,408.24	115,011.03	73.4707	91.8384
Proficient 5 (4:3.1)	4,284.02	111,770.20	71.4004	89.2505	4,433.97	115,682.15	73.8994	92.3743	4,589.15	119,731.03	76.4859	95.6074
Proficient 6 (4:3.2)	4,455.04	116,232.08	74.2507	92.8134	4,610.97	120,300.20	76.8495	96.0619	4,772.35	124,510.71	79.5392	99.4240
Proficient 7 (4:3.3)	4,560.62	118,986.49	76.0103	95.0128	4,720.24	123,151.02	78.6706	98.3383	4,885.45	127,461.30	81.4241	101.7801
Proficient 8 (4:3.4)	4,769.77	124,443.18	79.4961	99.3701	4,936.71	128,798.69	82.2785	102.8481	5,109.49	133,306.64	85.1582	106.4477
Experienced	4,951.23	129,177.67	82.5206		5,124.53	133,698.89	85.4088		5,303.88	138,378.35	88.3981	
Highly Accomplished	5,343.39	139,409.07	89.0565		5,530.41	144,288.39	92.1735		5,723.97	149,338.48	95.3996	
Lead Teacher	5,833.64	152,199.74	97.2274		6,037.82	157,526.73	100.6303		6,249.14	163,040.17	104.1524	

SCHEDULE 1.2 - School Officers													
Classification		Jul-26				Jul-27				Jul-28			
		3.5%				3.5%				3.5%			
		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	2296.61	59918.61	30.2186	37.7732	2376.99	62015.76	31.2762	39.0953	2460.19	64186.31	32.3709	40.4636
	Step 2	2340.49	61063.39	30.7959	38.4949	2422.41	63200.61	31.8738	39.8422	2507.19	65412.63	32.9894	41.2367
	Step 3	2393.21	62438.97	31.4897	39.3621	2476.98	64624.33	32.5918	40.7398	2563.67	66886.18	33.7325	42.1656
LEVEL 2	Step 1	2393.21	62438.97	31.4897	39.3621	2476.98	64624.33	32.5918	40.7398	2563.67	66886.18	33.7325	42.1656
	Step 2	2430.95	63423.60	31.9862	39.9828	2516.04	65643.42	33.1058	41.3822	2604.10	67940.94	34.2645	42.8306
	Step 3	2479.34	64685.93	32.6229	40.7786	2566.12	66949.94	33.7647	42.2058	2655.93	69293.19	34.9464	43.6830
LEVEL 3	Step 1	2510.09	65488.31	33.0275	41.2844	2597.95	67780.40	34.1835	42.7294	2688.87	70152.71	35.3799	44.2249
	Step 2	2567.39	66983.32	33.7815	42.2269	2657.25	69327.74	34.9639	43.7048	2750.26	71754.21	36.1876	45.2345
	Step 3	2624.11	68462.97	34.5277	43.1597	2715.95	70859.17	35.7362	44.6703	2811.01	73339.24	36.9870	46.2337
	Step 4	2681.65	69964.18	35.2848	44.1060	2775.51	72412.93	36.5198	45.6498	2872.65	74947.38	37.7980	47.2475
LEVEL 4	Step 1	2738.11	71437.35	36.0278	45.0347	2833.95	73937.66	37.2888	46.6110	2933.13	76525.48	38.5939	48.2423
	Step 2	2816.54	73483.46	37.0597	46.3246	2915.12	76055.38	38.3568	47.9460	3017.15	78717.32	39.6993	49.6241
	Step 3	2852.33	74417.40	37.5307	46.9134	2952.17	77022.01	38.8443	48.5554	3055.49	79717.78	40.2038	50.2548
LEVEL 5	Step 1	-	-	-	-	-	-	-	-	-	-	-	-
	Step 2	2852.68	74426.53	37.5353	46.9191	2952.53	77031.46	38.8491	48.5613	3055.87	79727.56	40.2088	50.2610
	Step 3	2912.74	75993.27	38.3255	47.9068	3014.68	78653.04	39.6669	49.5836	3120.20	81405.89	41.0552	51.3190
	Step 4	2986.19	77909.73	39.2920	49.1150	3090.71	80636.57	40.6672	50.8340	3198.88	83458.85	42.0906	52.6132
LEVEL 6	Step 1	3041.20	79345.03	40.0158	50.0198	3147.65	82122.10	41.4164	51.7705	3257.81	84996.38	42.8660	53.5825
	Step 2	3122.20	81458.32	41.0816	51.3520	3231.48	84309.36	42.5195	53.1494	3344.58	87260.19	44.0077	55.0096
	Step 3	3175.66	82853.06	41.7850	52.2313	3286.81	85752.92	43.2475	54.0594	3401.85	88754.27	44.7612	55.9515
	Step 4	3203.97	83591.62	42.1575	52.6969	3316.11	86517.33	43.6330	54.5413	3432.17	89545.44	45.1602	56.4502
LEVEL 7	Step 1	3231.70	84315.07	42.5224	53.1530	3344.81	87266.10	44.0107	55.0133	3461.88	90320.41	45.5510	56.9388
	Step 2	3310.95	86382.58	43.5651	54.4563	3426.83	89405.97	45.0899	56.3623	3546.77	92535.17	46.6680	58.3350
	Step 3	3389.91	88442.82	44.6041	55.7551	3508.56	91538.32	46.1653	57.7066	3631.36	94742.16	47.7810	59.7263
	Step 4	3444.18	89858.63	45.3181	56.6477	3564.73	93003.68	46.9043	58.6303	3689.49	96258.81	48.5459	60.6824
LEVEL 8	Step 1	3498.16	91266.93	46.0284	57.5355	3620.59	94461.27	47.6394	59.5492	3747.31	97767.41	49.3068	61.6334
	Step 2	3688.68	96237.65	48.5353	60.6691	3817.78	99605.97	50.2340	62.7925	3951.41	103092.18	51.9922	64.9902
	Step 3	3879.77	101223.15	51.0496	63.8120	4015.56	104765.96	52.8363	66.0454	4156.10	108432.77	54.6856	68.3570
	Step 4	4073.09	106266.98	53.5933	66.9917	4215.65	109986.33	55.4691	69.3364	4363.20	113835.85	57.4105	71.7631
	Step 5	4259.74	111136.56	56.0492	70.0615	4408.83	115026.34	58.0109	72.5136	4563.14	119052.26	60.0413	75.0516

SCHEDULE 1.3 - Bus Drivers

Classification		Jul-26				Jul-27				Jul-28			
		3.5%				3.5%				3.5%			
		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	2,455.85	64,073	32.3138	40.3922	2,541.80	66,316	33.4448	41.8060	2,630.77	68,637	34.6153	43.2692
LEVEL 2	>25	2,504.17	65,334	32.9495	41.1869	2,591.81	67,620	34.1028	42.6285	2,682.52	69,987	35.2964	44.1205

SCHEDULE 2 – CLASSIFICATION OF SCHOOL OFFICERS

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 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

- (a) This Schedule shall apply to teachers appointed to Positions of Added Responsibility (PAR) whose rates of remuneration are prescribed by this Agreement and who are employed by the College.
- (b) This Schedule concerns PAR in the areas of curriculum, pastoral care, teaching and learning and senior administration.

1.2 Determination of Structure

- (a) There will be a structure for PAR at the College, it being 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.
- (b) The distribution of the units of remuneration relating to PAR shall be determined by the Executive Principal.
- (c) The College always reserves the right:
 - (i) to determine which subjects will be grouped together under a Head of Department; and
 - (ii) 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)

2.1 Appointment to the position of PAR shall be at the discretion of the Executive Principal.

2.2 The suitability of an applicant for a position will be based on the requirements of the position description and College needs, and in most instances 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, and allowances are based on salary paid at Teacher Band 3 Step 4 and will be adjusted annually in February; and
- (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 following 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.

4.2 A teacher holding a PAR gained by internal appointment after employment as classroom teacher:

- (a) which is terminated in accordance with clause 4.1 of this Schedule; or
- (b) 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, noting that this provision does not apply to those terminated for incompetence, misconduct or neglect of duty who may be summarily dismissed.

- 4.3 The provisions of clauses 4.1(c) and 4.1(d) of this Schedule shall only be applied in circumstances where the College has undertaken academic and/or administrative change that has resulted in an alteration to the duties and/or responsibilities of the existing position.

4.4 External Appointment

In the circumstances when a person outside the College is appointed to a PAR position:

- (a) this position shall be a contracted position of a period of 3 to 5 years; and
- (b) after which time following positive performance reviews, the teacher shall retain this position except in the circumstances outlined in clauses 4.1(a) to 4.1(d) of this Schedule.

5. CONTRACT OF EMPLOYMENT

A teacher appointed to a PAR shall be provided with a letter of appointment, which sets out:

- (a) the level allocated to the position; and/or
- (b) the distribution of the total allocation of salary and release time, with such distribution being variable on an annual basis by mutual agreement (and where such variation occurs, it being recorded in writing).

6. ACCOUNTABILITY

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

7. ANNUAL REVIEW

A review will be conducted annually for staff members holding PAR:

- (a) which will be outlined in the letter and/or contract of appointment and discussed at the time of appointment; and
- (b) with the format for the annual review being variable, with the possible inclusion of a 360 review, and a written department report to the Heads of Schools.

8. SUPPLEMENTARY PAR POINTS

- 8.1 Supplementary PAR points (over and above those detailed in this 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 Schedule) or additional remuneration may be provided for:

- (a) work that is distinctly additional to that of the Head of Department's subject area and takes place at times which are outside regular curriculum hours;
- (b) the complexity of the department/area of responsibility; and
- (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, and should agreement not be reached the Executive Principal will make the final determination.

9. POSITIONS OF TEACHING AND LEARNING

For the purposes of clarification, teaching and learning positions may be formulated in a variety of ways with any such a decision as to their formulation being at the discretion of the Executive Principal and based on the best model for the College in any current year.

10. PAR REVIEW – JOINT WORKING PARTY

10.1 The College's PAR structure for the school year of 2026 will be in accordance with the provisions relating to PAR and its structure, as set out the previous Enterprise Agreement.

10.2 The Parties agree to establish a PAR Joint Working Party (PAR JWP) by no later than the end of Term 3, 2026, with a view to completion of a final report and recommendation to the Executive Principal by the end of Term 2, 2027.

10.3 The PAR JWP members will be made up of:

- (a) relevant members of College leadership, as nominated by Executive Principal; and
- (b) an equal number of Employee representatives from the Junior, Middle and Senior schools, as nominated by their respective groups, including Pastoral Care and Curriculum leaders.

10.4 The purpose of the PAR JWP is to:

- (a) review the existing PAR structure and associated operations and identify its key characteristics, and its strengths and deficiencies in serving the College, employees, and the wider College community; and
- (b) identify and analyse the strengths and deficiencies of alternative PAR structures and associated operations;

- (c) make recommendations on:
 - (i) potential changes to the College's PAR structure, including changes to position structures, monetary allowances and release time, and associated operations for the College;
 - (ii) managing the impact of any recommendations on existing structures, College resources and PAR appointees; and
 - (iii) the management of transitional arrangements to a new PAR structure.

10.5 For avoidance of doubt:

- (a) the PAR JWP is not authorised to make decisions, but to review and make recommendations; and
- (b) such recommendations may be reported by consensus; however, minority or separate reports may be made.

10.6 Though the College is committed to reaching agreement with staff on future PAR structures at the College, the decision to make changes during the life of the Agreement is ultimately at the Executive Principal's discretion.

11. DESCRIPTION OF PAR LEVELS AND REMUNERATION

Refer to Table 1 below.

Nambour Christian College Enterprise Agreement 2026

Table 1: NAMBOUR CHRISTIAN COLLEGE - PAR STRUCTURE - 2026							
PAR	Tenure (Years)	Characterisation	PAR Units	Allowance (\$)	Time Release (Periods)	Value of Allowance (A)	Value of Time Release (B)
Pastoral Care							
PC1	3	Pastoral Care Level 1 A teacher who has responsibility for the coordination of chapels.	4	1.5	2.5	\$ 268.30	\$ 310.54
PC2	3	Pastoral Care Level 2.1 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	\$ 268.30	\$ 621.09
PC3	3	Pastoral Care Level 2.2 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	\$ 357.73	\$ 621.09
PC4		Pastoral Care - Primary Description & details to be formulated.	0	0	0	\$ -	\$ -
PC5		Pastoral Care - Head of Student Management - Secondary School A teacher who has responsibility for the Responsible Thinking Classroom and processes of follow up with staff, students and parents.	>>	2	0	\$ 357.73	\$ -
Sport							
SP1		PRIMARY SCHOOL: Sports Coordinator A teacher who has sole responsibility for the coordination of Junior sports under the supervision of the Head of Junior School.	7	2	5	\$ 357.73	\$ 621.09
SP2		SECONDARY SCHOOL: Head of Sport Level 1 A teacher who has sole responsibility for the coordination of secondary sports under the supervision of the Executive Principal.	9	2	7	\$ 357.73	\$ 869.52
SP3		SECONDARY SCHOOL Head of Sport Level 2 A teacher who has sole responsibility for the coordination of secondary sports under the supervision of the Executive Principal.	15	3	12	\$ 536.60	\$ 1,490.61
Teaching & Learning							
TL1		Teaching & Learning Coordinator A teacher who has responsibility for the coordination of Teaching & Learning and is under the direction of the Executive Principal. This may be a full-time or part-time position.	>>	2	0	\$ 357.73	\$ -

Nambour Christian College Enterprise Agreement 2026

PAR	Tenure (Years)	Characterisation	PAR Units	Allowance (\$)	Time Release (Periods)	Value of Allowance (A)	Value of Time Release (B)
Curriculum related positions							
SC1		PRIMARY SCHOOL: Curriculum Area Coordinator / Learning Enrichment Level 1 A teacher who has sole responsibility for the coordination of a curriculum area under the supervision of the Head of Junior School.	1.5	1.5	0	\$ 268.30	\$ -
SC2		SECONDARY SCHOOL: Head of Department Level 1 A teacher who has sole responsibility for the coordination of a subject.	4	1.5	2.5	\$ 268.30	\$ 310.54
SC3		SECONDARY SCHOOL: Head of Department Level 2 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	\$ 357.73	\$ 310.54
SC4		SECONDARY SCHOOL: Head of Department Level 3 A teacher who has responsibility for an academic department, which occupies at least 50 hours in the weekly teaching program.	8	3	5	\$ 536.60	\$ 621.09
SC5		SECONDARY SCHOOL: Head of Department Level 4 A teacher who has responsibility for an academic department, which occupies at least 75 hours in the weekly teaching program.	11	4	7	\$ 715.46	\$ 869.52
SC6		SECONDARY SCHOOL: Head of Department Level 5 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	\$ 894.33	\$ 1,180.06
Senior Administration							
SA1		SENIOR ADMINISTRATION Level 1 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	\$ 1,073.20	\$ 1,180.06
SA2		SENIOR ADMINISTRATION Level 2 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	\$ 1,430.93	\$ 1,180.06

Accompanying Notes

- The PAR increase for July 2026, will apply from the first pay period after 1 July 2026.
- The allocation of salary allowance and time release will be in accordance with description provided in the PAR schedule.
- A secondary curricular leader 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 of the complexity of the subject and the number of staff. The allocation of such points will be at the discretion of the Executive Principal.
- PAR Values are updated at the time of the increase in Band 3 Step 4.
- Calculation of PAR points and time release.

Band 3:Step 4

One Point PAR is 3.75% of B3S4

Jul-26	Jul-27	Jul-28
\$ 4,769.77	\$ 4,936.71	\$ 5,109.49
\$ 178.87	\$ 185.13	\$ 191.61

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

- 1.1 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.
- 1.2 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 to the Head of School by the provision of:

- (a) a cover letter
- (b) an A4 document of no more than three pages which summarises performance and experience according to;
 - (i) the College ethos and programs, including commitment to Christian education; and
 - (ii) Australian Institute for Teaching and School Leadership (AITSL) standards at or above Proficient teacher levels, and which includes relevant examples.

4. SELECTION

- 4.1 A selection committee will be established (annually) with two representatives from both Junior and Secondary Schools and two from administration.
- 4.2 In the event of a lack of consensus in relation to the composition of the selection committee, 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 Schedule 1 of this Agreement.

SCHEDULE 5 – HIGHLY ACCOMPLISHED AND LEAD TEACHER

1. IMPLEMENTATION ARRANGEMENTS

The terms of this Schedule shall apply from 1 July 2026.

2. REMUNERATION LEVEL

2.1 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 as set out in Schedule 1 of this Agreement.

2.2 Years of teaching service shall be deemed to include service with the College as well as other education employing authorities.

3. ROLES AND DUTIES

3.1 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).

3.2 Teachers classified as HALT may be requested to perform additional duties, with such additional duties:

- (a) being discounted from a teacher's normal hours of duty as defined in the Agreement, subject to an agreement with the Executive Principal; and
- (b) where agreed to and undertaken, should not be those duties generally associated with positions of added responsibility (PAR).

4. PAR

4.1 Teachers who hold PAR shall be eligible to apply for HALT in accordance with the requirements of clause 3 of this Schedule.

4.2 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

5.1 Teachers must maintain currency of their certification as a HALT for their salary to be continued.

5.2 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

- 6.1 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 by the College.
- 6.2 Teachers new to the College who are certified as HALT in accordance with clause 6.1 of this Schedule, will be classified as HALT for the remainder of the HALT appointment period.

7. QUOTA

No quotas will apply to College 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.

IN THE FAIR WORK COMMISSION

FWC Matter No: AG2026/2316

Applicant: Nambour Christian College Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Geoff van der Vliet, Executive Principal of Nambour Christian College Ltd., give the undertakings below:

1. The Employees will be paid no less than the minimum ordinary rate of pay, entitlements, allowances and penalty rates that would otherwise be payable under their respective Awards, being the *Educational Services (Teachers) Award 2020* and the *Educational Services (Schools) General Staff Award 2020*.
2. **Annualisation of term-time School Officer salaries**
 - (a) An arrangement under clause 6.3 of the Agreement only changes the timing by which the ordinary salary payable for the employee's agreed term-time work is paid across the calendar year.
 - (b) The annualised amount will not absorb or set off overtime, penalty rates, allowances, loadings or any other entitlement payable under the Agreement or these undertakings. Those entitlements will be separately paid when they arise.
 - (c) Before an annualised arrangement commences, the College will give the employee written confirmation of:
 - (i) the employee's Agreement classification and minimum rate;
 - (ii) the number of paid term-time weeks and ordinary hours used in the calculation;
 - (iii) the gross annual amount and fortnightly instalment; and
 - (iv) the commencement and end dates.
 - (d) The College will reconcile the employee's payments at least annually, and on termination or cessation of the arrangement, against the amounts payable under the Agreement and these undertakings. Any shortfall will be paid within 14 days after the reconciliation or in the next pay period, whichever occurs first.
3. School Officers will be provided with no less than the minimum entitlements under clause 16.3 of the *Educational Services (Schools) General Staff Award 2020* in relation to breaks between periods of duty.

Geoff van der Vliet
Executive Principal
Nambour Christian College Ltd



Signature

Date: 15.09.2026



DECISION

Fair Work Act 2009

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

Nambour Christian College Ltd Trading AS Nambour Christian College
(AG2026/2316)

NAMBOUR CHRISTIAN COLLEGE LTD ENTERPRISE AGREEMENT 2026

Educational services

COMMISSIONER WALKADEN

SYDNEY, 22 SEPTEMBER 2026

Application for approval of the Nambour Christian College Ltd Enterprise Agreement 2026

[1] This decision concerns an application for approval of the Nambour Christian College Ltd Enterprise Agreement 2026 (**the Agreement**). The application has been made under section 185 of the *Fair Work Act 2009* (**the FW Act**) by Nambour Christian College Ltd (**the Applicant**).

[2] The Agreement is a single enterprise agreement. The Fair Work Commission must approve the Agreement if the requirements in sections 186 and 187 of the FW Act are met.

[3] Section 186(2)(d) of the FW Act requires the Fair Work Commission to be satisfied that the Agreement passes the better off overall test (**BOOT**). The assessment as to whether the Agreement passes the BOOT is applied in accordance with section 193A of the FW Act. In considering the application, I raised a concern with the Applicant, and the Independent Education Union of Australia (**IEU**), and the other bargaining representatives. The IEU was a bargaining representative for the Agreement. The concern relates to several terms of the Agreement. The Applicant provided submissions with respect to several terms and an undertaking to address some other terms of the Agreement. The Commission sought the views of the IEU and the other bargaining representatives in respect of both the submissions made by the Applicant and the undertaking. The IEU advised that it was a matter for the Commission to determine. The other bargaining representatives did not express a view.

[4] I accept the submissions made by the Applicant and the undertaking. In doing so, I am also satisfied that the undertaking is not likely to cause financial detriment to any employee covered by the Agreement. I am also satisfied that the undertaking is not likely to result in substantial changes to the Agreement. A copy of the undertaking is attached at Annexure A of this decision.

[5] Based on the material provided, each of the requirements of the FW Act that are relevant to this Agreement are satisfied.

[6] Section 201 of the FW Act requires the approval decision to note certain matters. The first such matter is that the IEU, which was a bargaining representative for the Agreement, has given the Fair Work Commission a notice under section 183(1) of the FW Act that it wants the Agreement to cover it. In accordance with section 201(2) of the FW Act, I note that the Agreement covers the IEU. The second such matter relevant to this application is section 201(3) of the FW Act. I note that the Agreement is approved with the attached undertaking, which is taken to be a term of the Agreement.

[7] The Agreement is approved and, in accordance with section 54 of the FW Act, will operate from 29 September 2026. The nominal expiry date of the Agreement is 1 July 2029.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No: AG2026/2316

Applicant: Nambour Christian College Ltd

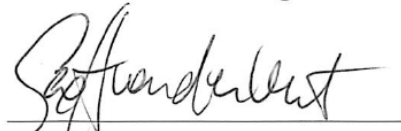
Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Geoff van der Vliet, Executive Principal of Nambour Christian College Ltd., give the undertakings below:

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 - (ii) the number of paid term-time weeks and ordinary hours used in the calculation;
 - (iii) the gross annual amount and fortnightly instalment; and
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 - (d) The College will reconcile the employee's payments at least annually, and on termination or cessation of the arrangement, against the amounts payable under the Agreement and these undertakings. Any shortfall will be paid within 14 days after the reconciliation or in the next pay period, whichever occurs first.
3. School Officers will be provided with no less than the minimum entitlements under clause 16.3 of the *Educational Services (Schools) General Staff Award 2020* in relation to breaks between periods of duty.

Geoff van der Vliet
Executive Principal
Nambour Christian College Ltd



Signature

Date: 15.09.2026