

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 698 - reprint of award

SCHOOL OFFICERS' AWARD - NON-GOVERNMENTAL SCHOOLS 2003

Following the Declaration of the General Ruling in the 2010 State Wage Case (matter numbers B/2010/20 and B/2010/21), the School Officers' Award - Non-Governmental Schools 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the School Officers' Award - Non-Governmental Schools 2003 as at 1 September 2010.

Dated 1 November 2010.

[L.S.] G.D. Savill
Industrial Registrar

SCHOOL OFFICERS' AWARD - NON-GOVERNMENTAL SCHOOLS 2003

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the School Officers' Award - Non-Governmental Schools 2003.

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1.3 Award coverage

- 1.3.1 This Award shall apply to employers and their respective employees employed in non-governmental schools throughout Queensland.
- 1.3.2 This Award shall apply to those employees employed at non-governmental schools who are not employed as teachers but whose duties are ancillary to and/or involved in the educational process: and who may have been described as teacher aides, librarians, library aides, laboratory assistants, audio-visual aides, scientific personnel, school secretaries, school assistants, school officers and other non-teaching employees; but excluding persons employed as grounds-persons; nurses; builders; carpenters; manual labourers; estate hands; bus drivers; cleaners; cooks; domestics; kitchen hands; laundresses/seamstresses; domestic housemaids; housekeepers; school maintenance assistants, waiters; and boarding supervisors who are not teachers.

1.3.3 Notwithstanding clause 1.3.2, this Award shall not apply to those employees employed at non-governmental schools who may be commonly described as bursars, school accountants and managers.

1.3.4 *Partial Exemption*

- (a) As an alternative to being subject to all award clauses, a full-time employee remunerated in excess of the highest award level prescribed in this Award for a Level 7 employee, may mutually agree in writing with the employer not to be bound by Part 6, namely:
- hours of work;
 - breaks;
 - overtime;
 - shift work; and
 - weekend work.
- (b) A copy of the terms of the agreement will be supplied to the employee.
- (c) There will be taken to be mutual agreement for the purposes of clause 1.3.4(a) if an employer employed a School Officer and remunerated that employee at a level in excess of the highest award level prescribed for Level 6 in this Award prior to 15 November 2004.
- (d) The overall terms and conditions of employment agreed under clause 1.3.4 must not be less favourable than the provisions of this Award as a whole for an employee classified as Level 7 and the employee shall not be disadvantaged by the agreement, taking into the consideration the award rate the employee would otherwise have been paid to the maximum of Level 7 under the Award, had the employee not entered into such agreement.
- (e) For any agreement entered into under clause 1.3.4 and, in accordance with section 366(2) of the Act, there will be no requirement for the employer to keep particulars of the employees' starting and finishing times each day.
- (f) If an employee considers that the employee has been disadvantaged by the agreement, this issue must be addressed between the employer and the employee in the manner prescribed in clause 3.1 (Grievance and dispute settling procedure). No claim for unpaid wages resulting from clause 1.3.4 may be made under the Act until the grievance and dispute settling procedure under this Award has been concluded.
- (g) If the employee subject to an agreement under clause 1.3.4 is required to work on a public holiday, to be taken at a mutually agreed time or extra time (equal to the time actually worked on the public holiday) added to the employee's annual leave entitlement.
- (h) An employer or an employee may withdraw from an agreement to be paid in accordance with clause 1.3.4 by the giving of the quantum of notice required by clause 4.5 of this Award.

1.4 Date of operation

This Award takes effect from 14 July 2003.

1.5 Parties bound

This Award is legally binding upon the employees as prescribed by clause 1.3 and their employers, and the Queensland Independent Education Union of Employees and its members.

1.6 Divisions and districts

1.6.1 *Divisions*

- (a) Northern Division - That portion of the State along or north of a line commencing at the junction of the sea coast with the 21st parallel of south latitude; from that latitude due west to 147 degrees of east longitude; from that longitude due south to 22 degrees 30 minutes of south latitude; from that latitude due west to the western border of the State.
- (b) Mackay Division - That portion of the State within the following boundaries: Commencing at the junction of the sea-coast with the 21st parallel of south latitude; from that latitude due west to 147 degrees of east longitude; from that longitude due south to 22 degrees of south latitude; from that latitude due east to the sea coast; from the sea-coast northerly to the point of commencement.
- (c) Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

1.6.2 Districts

(a) Northern Division

Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.

Western District - The remainder of the Northern Division.

(b) Southern Division:

Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; from that longitude due north to 25 degrees of south latitude; from that latitude due west to 147 degrees of east longitude; from that longitude due north to the southern boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

1.7 Definitions

1.7.1 The "Act" shall be taken to mean the *Industrial Relations Act 1999* as amended or replaced from time to time.

1.7.2 The "Commission" means the Queensland Industrial Relations Commission.

1.7.3 "Union" means the Queensland Independent Education Union of Employees.

1.8 Leave reserved

1.8.1 Training and education - the parties will continue discussions to consider the relevance and viability of the addition of competencies and associated training modules to the classification and remuneration structure.

1.8.2 7th level for classification structure - the parties agree to discuss and consider the development of a further level in the structure.

1.8.3 Performance appraisal.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.

2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1 Union delegates at the place of work may be involved in such discussions.

2.1.3 Any proposed genuine agreement reached between an employer and employees in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with chapter 6 of the Act and is to have no force or effect until approval is given.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Grievance and dispute settling procedure

The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and an employer (including disagreements arising from the review of the classification level attached to an employees position, which has been dealt with in terms of clauses 5.1.2 and 5.1.3 of this Award) in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single employee or to any number of employees.

3.1.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.

- 3.1.2 If the grievance or dispute is not resolved under clause 3.1.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible, take place within 24 hours after the request by the employee or the employee's representative.
- 3.1.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.1.5.
- 3.1.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.1.2, the matter shall, in the case of a member of the Union, be reported to the relevant officer of the Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.1.2 will not result in resolution of the dispute.
- 3.1.5 If, after discussion between the parties, or their nominees mentioned in clause 3.1.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.1.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.1.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.1.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.1.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.1.10 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed or hindered, it shall be open to any party to give notification of the dispute in accordance with the provisions of the Act.

PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

4.1 Contract of employment

- 4.1.1 Each employee other than a casual employee shall be advised in writing at point of engagement and at other times when varied in accordance with this Award, the following:
- (a) The nature of engagement as either full-time or such other category as provided in clause 4.1.2.
 - (b) If not full-time, the weeks the employee is to be employed.
 - (c) The days of the week the employee is to be employed.
 - (d) The normal starting and finishing time for each day's employment.
 - (e) The duration of the engagement in respect of employment for a fixed period.
- 4.1.2 Employment categories are:
- (a) full-time which means an employee engaged to work 38 ordinary hours per week on the basis of 52 weeks per annum;
 - (b) part-time (as prescribed in clause 4.2);
 - (c) casual (as prescribed in clause 4.3); or
 - (d) term-time employee (as prescribed in clause 4.4); or

(e) fixed period employee (as prescribed in clause 4.4).

4.1.3 Subject to clauses 4.6 and 4.7, an employer may vary the terms of engagement of any employee other than a casual employee by providing 2 weeks' notice of such changes unless it is mutually agreed between the employer and employee for a shorter period of time.

4.2 Part-time employment

4.2.1 A part-time employee is an employee who:

(a) is employed for less than 38 ordinary hours per week on the basis of 52 weeks per annum; and

(b) has reasonably predictable hours of work; and

(c) receives, on a *pro rata* basis, equivalent pay and conditions to those of full-time employees covered by this Award.

4.2.2 At the time of engagement, the employer and the employee will agree in writing on the pattern of work required, including specifying the number of ordinary hours per week, the days on which the work is to be performed and the normal daily starting and finishing times.

4.2.3 Any variation to the work pattern, including the normal starting and finishing times prescribed in clause 6.1.3, will be in accordance with methods of altering the ordinary hours of work for full-time employees.

4.2.4 Subject to clause 4.1.3 the agreed number of ordinary hours per week may be varied by mutual agreement. Any such agreed variation to the number of weekly hours of work will be recorded in writing.

4.2.5 All time worked outside the spread of ordinary working hours and the employees normal starting and finishing times of ordinary hours will be overtime and paid for at the rates prescribed in clause 6.2 - Overtime, of this Award.

4.2.6 A part-time employee employed under the provisions of clause 4.2 must be paid for ordinary hours worked at the rate of 1/38th of the weekly rate prescribed for the class of work performed.

4.2.7 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.

4.2.8 Where an employee and their employer agree in writing, part-time employment may be converted to full-time, and vice-versa. If such an employee transfers from full-time to part-time (or vice-versa), all accrued Award and legislative entitlements shall be maintained. Following transfer to part-time employment accrual will occur in accordance with the provisions relevant to part-time employment.

4.3 Casual employment

4.3.1 Casual employee means an employee engaged and paid as such and who is employed by the hour for a maximum period of 20 working days on any one engagement.

4.3.2 A casual employee shall be paid an hourly rate equal to 1/38th of the weekly rate for a full-time employee plus 23% with a minimum payment of 2 hours for each day's engagement.

4.4 Employment of term-time and fixed period employees

4.4.1 Term-time or fixed period employees shall be entitled to be paid an hourly rate for ordinary hours worked equal to the appropriate weekly full-time rate divided by 38.

4.4.2 Employees under clause 4.4 shall be entitled to receive *pro rata* entitlements to annual leave and sick leave in accordance with clauses 7.1 and 7.2

4.4.3 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.

4.4.4 "Term-time employee" is a continuing employee engaged to work:

(a) 38 ordinary hours per week but less than 52 weeks per annum; or

(b) Less than 38 ordinary hours per week and less than 52 weeks per annum.

4.4.5 "Fixed period employee" is one engaged to work 38 ordinary hours or less per week with a specified commencement and cessation date:

Provided that a fixed period employee may be engaged for a period of up to 52 weeks in respect of any one engagement.

4.5 Termination of employment

4.5.1 The employer will give to an employee, other than a casual employee, notice in writing of the termination of employment as follows:

- (a) If the employee's continuous service is:
 - (i) not more than 3 years 2 weeks
 - (ii) more than 3 years but not more than 5 years 3 weeks
 - (iii) more than 5 years 4 weeks
- (b) The notice required by clause 4.5.1(a) will be increased by one week if the employee:
 - (i) is over 45 years old; and
 - (ii) has completed at least 2 years of continuous service with the employer.
- (c) An employee, other than a casual employee, will give to the employer 2 weeks' notice in writing of intention to resign from the position.
- (d) Where the employer does not give the appropriate notice payment in lieu of notice will be made to the employee. Where the employee does not give the appropriate notice the employer is entitled to withhold money in lieu of notice from wages due to the employee. Employment may be terminated by giving part of the period of notice and part-payment (or withholding as the case may be) in lieu of notice.

4.5.2 Certificate of employment

An employee, upon termination of the employee's services for any reason whatsoever, shall be provided by the employer with a certificate of employment signed and dated by the employer containing the following particulars:

- (a) the full name and address of the employee;
- (b) a description of position in which the employee was engaged;
- (c) the dates on which the employee commenced and ceased employment in each of the positions;
- (d) the address of the workplace at which the employee was so engaged;
- (e) the classification levels in which the employee has been employed and the duration at each level since the 27 February 1995; and
- (f) periods of leave without pay taken during the period of employment with the employer.

4.6 Introduction of changes

4.6.1 Employer's duty to notify

- (a) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and their Union.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where this Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

4.6.2 Employer's duty to consult over change

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.6.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

Provided that an employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.7 Redundancy

4.7.1 Consultation before terminations

- (a) Where an employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.7.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that an employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.7.2 *Transfer to lower paid duties*

Where an employee is transferred to other duties for reasons set out in clause 4.7.1, the employee shall be entitled to the same period of notice of transfer the employee would have been entitled to if the employee's employment had been terminated and the employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rate of pay for the number of weeks of notice still owing.

4.7.3 Transmission of business

- (a) Where a business is, whether before or after the date of insertion of clause 4.7 in the Award transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.7.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

4.7.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.7.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.7.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.7.1 the employer shall notify Centrelink thereof as soon as possible giving relevant information including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

4.7.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.5.1(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.7.1, shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

- (b) 'Weeks' Pay' means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowance, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

4.7.7 *Superannuation benefits*

An employer may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation;
- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

4.7.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.7.1 may terminate such employment during the period of notice specified in clause 4.5.1, and, if so, shall be entitled to the same benefits and payments under clause 4.7 had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

4.7.9 *Alternative employment*

An employer, in a particular case, may make application to the Commission to have the general severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

4.7.10 *Employees with less than one year's service*

Clause 4.7 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

4.7.11 *Employees exempted*

Clause 4.7 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee;
- (b) to employees engaged for a specific period of time or for a specific task or tasks; or
- (c) to casual employees.

4.7.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.9 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:
 - (i) a company and the entities it controls; or
 - (ii) a company and its related company or related companies; or
 - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

4.7.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.7.6 are not applicable where a business is before or after the date of the insertion of clause 4.7 into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
 - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be continuous service of the employee with the transmittee; or
 - (ii) where the employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmittor; and
 - (B) which recognises the period of continuous service which the employee had with the transmittor and any prior transmittor to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.7.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.7.14 *Incapacity to pay*

An employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription varied on the basis of the employer's incapacity to pay.

4.8 Continuity of service - transfer of calling

In cases where a transfer of calling occurs, continuity of service should be determined in accordance with sections 67-71 of the Act as amended from time to time.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Classification process

5.1.1 An employer shall determine the classification of a position through the following process.

- (a) An analysis is to be undertaken to establish the skills and responsibilities required for each identified position and a position description written for each position.
- (b) Each position is classified by reference to the classification criteria set out in clause 5.1.2 using the position description developed in accordance with clause 5.1.1(a).
- (c) Employees are appointed to a position at the appropriate level within the structure and to a step in the level according to experience based on years of service as defined in clause 5.3.1.

5.1.2 If at any time an employee or an employer considers that the skills and responsibilities as required by the employer for a position have altered or do not reflect the classification determined, a review of the classification applicable to the position is to be undertaken in accordance with clause 5.1.1 and an appropriate classification determined. However, except in exceptional circumstances such as a change in the skill and/or responsibility required, or a change in the conditions under which the work is performed, no employee shall be permitted to seek a reclassification of their position on more than one occasion in a 12-month period.

5.1.3 Where a disagreement arises as to the outcome of a classification review, it will be dealt with under the grievance procedure contained in clause 3.1 of this Award. However, the process shall commence at clause 3.1.4. At any meeting specified in clause 3.1.4 the person who made the decision about the classification review shall, wherever possible participate.

5.1.4 Classification criteria

- (a) Classification criteria are guidelines to determine the appropriate classification level under this Award and consist of characteristics and typical duties and skills.
- (b) The characteristics are the principal guide to classification as they are designed to indicate the level of basic knowledge, comprehension of issues, problem and procedures required, the level of autonomy, accountability supervision/training involved with the position. The characteristics of a level must be read as a whole to gain an understanding of the position and the performance requirements. Isolated characteristics should not be used to justify the classification of a position.
- (c) The typical duties/skills are a non-exhaustive list of duties/skills that may be comprehended within the particular level. They reflect the competencies of a particular level. They are an indicative guide only and at any particular level employees may be expected to undertake duties of any level lower than their own. Employees at any particular level may perform/utilise one such duty/skill or many of them depending on the particular work allocated to them. Typical duties/skills should not be used as the primary determinant in classifying employees but may be useful if the characteristics of a level cannot be easily applied in an individual instance.

Some of the Characteristics have been included in the Typical Skills/Duties at each level. Where there is inconsistency between the Characteristics and the Typical Skills/Duties, the Characteristics will prevail over the Typical Skills/Duties.

- (d) The key issue to be looked at in properly classifying an employee is the level of initiative, responsibility/accountability, competency and skill that an employee is required to exercise in performing the employee's work within the parameters of the characteristics, read as a whole, of the position.
- (e) It should be noted that some typical duties/skills appear at one level only while others appear at more than one level. Because of this, the classification or reclassification of a position needs to be done by reference to the specific characteristics of the level. As an example, because an employee may be utilising a skill comprehended at a higher level than that to which the employee has been appointed, the employee assumes the level of initiative, accountability/responsibility, skill and competency envisaged by the characteristics of the higher level.
- (f) Level 1 in the structure may be applied as a level at which employees learn and gain competency in the basic skills required by the employer. In the event that the increased skills/competency are utilised by the employer, progression through the structure may be possible.

5.1.5 Classification levels

Subject to the provisions of clause 5.4 all employees shall be classified into one of the following levels:

LEVEL 1 Range 88 - 94%

Level 1 in the structure may be applied as a level at which employees learn and gain competency in the basic skills required by the employer. In the event that the increased skills/competency are utilised by the employer, classification to higher levels within the structure may be possible.

A position shall be graded at this level where the principal characteristics of the position, as required by their employer are identified as follows:

Characteristics

The Characteristics are to be read as a whole.

Supervision of Employee

- Work is performed under close supervision either as an individual or in a team environment.
- Work is regularly checked.
- Less direct guidance and some autonomy may be involved when working in teams.

Competency required for position

- Competency at this level 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 required is clear.
- Competencies are normally used within established routines, methods and procedures that are predictable.
- Judgment against established criteria is also involved.

Formal qualifications/experience

- Junior certificate is the minimum formal qualification. No experience is required.

Typical duties/skills

The Typical Duties/Skills are subject to the Characteristics clause.

- Perform a range of general clerical duties at a basic level, for example, filing, handling mail, maintaining records.

Operate routine office equipment, such as, computer, photocopier, facsimile, binding machine, guillotine, franking machine, calculators, etc.

- Operate audio visual equipment at a basic level.
- Attend to front counter and refer enquires to the appropriate member of staff.
- Carry out minor cash transactions including receipting, balancing and banking.
- Monitor and maintain stock levels of stationery/materials for office/department within established parameters including reordering.
- Prepare and clean away materials for display/use in classroom or libraries under instruction of a higher level officer or member of the academic staff.
- Carry out minor maintenance of equipment and material.

LEVEL 2 Range 96 - 100%

An employee in a position at this level performs work above and beyond the skills of an employee in a position at level 1.

A position shall be graded at this level where the principal characteristics of the position as required by the employer are identified as follows:

Characteristics

The Characteristics are to be read as a whole.

Supervision of Employee

- An employee in a position at this level works under direct and/or routine supervision depending on function.
- An employee's work is intermittently checked.
- Supervision may take the form of general guidance where working in teams is involved.
- Supervision may involve detailed instructions in some situations.

Supervision of Other Employees

- Within a team responsibility for some roles and coordination may be required.
- Provide guidance to other employees at a lower level.
- Provide assistance to less experienced employees at the same level.

Competency required for position

- Competency at this level involves application of knowledge and skills to a range of tasks and role.
- There is a defined range of contexts where the choice of actions required is clear.
- There is limited complexity of choice of actions required.
- Competencies are normally used within established routines methods and procedures.
- Discretion and judgement about possible actions are involved in some cases.

Formal qualifications/experience

- Junior certificate is the minimum formal qualification. No experience is required.

Typical duties/skills

The Typical Duties/Skills are subject to the Characteristics clause.

- Perform a range of general clerical duties at a basic level, for example, filing, handling mail, maintaining records.
- Operate routine office equipment, such as, computer, photocopier, facsimile, binding machine, guillotine, franking machine, calculators, etc.
- Attend to front counter and refer enquires to the appropriate member of staff.
- Assist student learning, either individually or in groups, under the direct supervision of an academic staff member.
- Prepare and clear away materials for display/use in classrooms or libraries under instruction of a higher level officer or member of the academic staff.
- Process basic library transactions such as issues and returns, produce overdue lists, entry of orders in a computerised system, perform stock-takes, entering of accession information into computer.
- Operate and demonstrate the use of audio-visual equipment where there is limited complexity.
- Maintain a booking system for equipment use and organisation of repairs and replacement of equipment.
- Record audio/video programs and maintain a catalogue system of such recordings in accordance with established routines, methods and procedures.
- Carry out minor cash transactions including receipting, balancing and banking.
- Monitor and maintain stock levels of stationery/materials of an office/department within established parameters including reordering.
- Provide assistance with an academic programme where limited discretion and judgment are involved.
- Within a defined range of contexts, where the choice of actions is clear, maintain science equipment, materials and specimens.
- Under direct supervision, assist in design/demonstration of experiments and scientific equipment under the supervision of academic staff member.

LEVEL 3 Range 100 - 110%

An employee in a position at this level performs work above and beyond the skills of an employee in a position at level 2.

A position shall be graded at this level where the principal characteristics of the position, as required by the employer are identified as follows:

Characteristics

The Characteristics are to be read as a whole.

Supervision of Employee

- An employee in a position at this level works under limited supervision.
- An employee's work may be checked in relation to overall progress.
- Supervision may take the form of broad guidance.
- A level of autonomy may be involved when working in teams.

Supervision of Other Employees

- Limited responsibility for the work of others may be involved.
- Team co-ordination may be required.
- Assistance and/or guidance may be provided to other employees.

Competency required for position

- Competency at this level involves application of knowledge with depth in some areas and a broad range of skills.
- There is 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 judgement is involved in selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

Formal qualifications/experience

Tertiary qualifications at certificate level or equivalent qualifications relevant to the position may be required or such knowledge, qualifications and experience that are deemed by the employer as necessary to successfully carry out the duties of the position.

Typical duties/skills

The Typical Duties/Skills are subject to the Characteristics clause.

- Carry out a wide range of secretarial and clerical duties at an advanced level, including, typing, word processing, maintain manual and computerised records, and shorthand.
- Handle administration enquires from staff/students/parents/public.
- Enter financial data into computer and prepare financial and management reports for review and authorisation by senior management.
- Prepare and process payroll within routines, methods and procedures.
- Carry out bank and ledger reconciliations.
- Maintain petty cash.
- Assist with preparation of internal and external publications.
- Provide administrative support to senior management. Arrange appointments and diaries and prepare confidential and general correspondence.
- Assist in the enrolment function including handling initial enquires and arranging interviews.
- Prepare government and statutory authority returns for authorisation under supervision.

- Provide academic programme assistance where some discretion and judgement are involved.
- Under supervision assist in the design/demonstration of experiments where some discretion and judgement are involved.
- Limited responsibility for the work of other assistants in a laboratory.
- Assistance and/or guidance may be provided for other assistants in a laboratory.
- Provide technical assistance in the operation of the library where some discretion and judgement are involved.
- Search and verify bibliographical data where some discretion and judgement are involved.
- Copy catalogue books, magazines, journals and recorded material, maintain library circulation systems.
- Produce display and publicity materials.
- Carry out liaison between the school, the student and the student's family where some discretion and judgement are involved.
- Assist staff and students in accessing library information where some discretion and judgement are involved.
- Assist staff and students in use of library equipment where some discretion and judgement are involved.
- Assist in supervision of students in the library where some discretion and judgement are involved.
- Assist student learning, where some discretion and judgement is involved, including evaluation and assessment, under the supervision of an academic staff member, of the learning needs of students.

LEVEL 4 Range 112 - 118%

An employee in a position at this level performs work above and beyond the skills of an employee in a position at level 3.

A position shall be graded at this level where the principal characteristics of the position, as required by the employer are identified as follows:

Characteristics

The Characteristics are to be read as a whole.

Supervision of Employee

- Work is carried out under general supervision.
- Progress and outcomes sought are under general guidance.

Supervision of Other Employees

- The work of others may be supervised.
- Teams may be guided or facilitated.
- Responsibility for the work and organisation of others in limited areas.
- Training of subordinate staff may or may not be required.

Competency required for position

- 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.
- Competencies are normally used within a variety of routines, methods and procedures.
- Discretion and judgement are required for self and/or others in planning, selection of equipment, work organisation, services, actions and achieving outcomes within time constraints.

Formal qualification/experience

Tertiary qualifications at certificate level or equivalent qualifications relevant to the position may be required by the employer or knowledge qualifications and experience as are deemed by the employers as necessary to successfully carry out the duties of the position.

Typical duties/skills

The Typical Duties/Skills are subject to the Characteristics clause.

- Advanced application of computer software packages.
- Provide administrative support to senior management at a higher level than at level 3 where discretion and judgment are required.
- Initiate and handle correspondence, which may include confidential correspondence.
- Calculate and maintain wage and salary records for a large payroll utilising a variety of routines, methods and procedures.
- Apply inventory and purchasing control procedures, prepare monthly summaries of debtors and creditors ledger transactions and reconcile these.
- Control the purchase and storage function for a discrete department.
- Within a variety of routines, methods and procedures and with depth of knowledge in some areas, demonstrate to staff and students the use of complex audio visual or computer equipment.
- Within a variety of routines, methods and procedures and with depth of knowledge in some areas, monitor performance of and carry out repairs to specialised equipment.
- Within a variety of routines, methods and procedures and with depth of knowledge in some areas, supervise and maintain the hardware and software components of a computer network and provide user support.
- Assist student learning, either individually or in groups, under the general supervision of an academic staff member(s). Employees at this level are required to exercise discretion and judgement to modify education programmes to meet the learning needs of specific students.
- Carry out liaison between the school, the student and the student's family where discretion and judgement are required in relation to the planning, actions and achieving outcomes.
- Design and demonstrate experiments within a variety of routines, methods and experiences under the supervision of academic staff members where discretion and judgment are required.

LEVEL 5 Range 122 - 128%

An employee in a position at this level performs work above and beyond the skills of an employee in a position at level 4.

A position shall be graded at this level where the principal characteristics of the position, as required by the employer are identified as follows:

Characteristics

The Characteristics are to be read as a whole.

Supervision of Employee

- An employee in a position at this level works under general supervision and/or broad guidance depending on function.

Supervision of Other Employee

- The work of others may be supervised.
- Teams may be guided.
- Responsibility for the planning and management of the work of others may be involved.
- Supervision and training of staff in lower level positions may or may not be involved.

Competency required for position

- 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 judgement are required in planning and selecting appropriate equipment, service techniques and work organisation for self and/or others.

Formal qualifications/experience

Tertiary qualifications at associate diploma/diploma level or equivalent qualifications relevant to the position may be required by the employer or knowledge, qualifications and experience that are determined by the employer as necessary to successfully carry out the duties of the position.

Typical duties/skills

The Typical Duties/Skills are subject to the Characteristics clause.

- Provide executive support to senior management and associated committees concerning designated aspects of school management.
- Direct and supervise the work of other staff.
- Oversight the operations of the school's office and other administrative activities, in the areas of enrolment, equipment and statistical staffing returns.
- Ensure deadlines and targets are met. Prepare the accounts of the school to operating statement stage and assist in the formulating of period and year end entries.
- Provide specialist technical advice, direction and assistance in the employee's area of expertise using the application of knowledge gained through formal study/qualifications applicable to this level or knowledge and experience that are determined by the employer as necessary to successfully carry out the duties of the position in areas such as the operation of a library/resource centre, laboratory or information technology. This may also include developing the framework for and providing the instruction to students (within a structured learning environment) under the general supervision of an academic staff member/s.

LEVEL 6 Range 132 - 161%

An employee in a position at this level performs work above and beyond the skills of an employee in a position at level 5, demonstrating work of a professional nature.

A position shall be graded at this level where the principal characteristics of the position, as required by the employer are identified as follows:

Characteristics

The Characteristics are to be read as a whole.

Supervision of Employee

- An employee at this level works under limited guidance in accordance with a broad plan or strategy.

Supervision of Other Employees

- Responsibility and accountability is exercised within defined parameters, either for the supervision and monitoring of the work of employees of a lower level or for a defined work function.
- Competency required for position
- Competency at this level involves the development and application of professional knowledge in a specialised area/s and utilising a broad range of skills.
- Competencies are normally applied independently and are substantially non-routine.
- 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 judgement is required in planning, design, of professional, technical or supervisory functions related to services, operations or processes.
- Employees at this level are expected to plan their own professional development and such increased knowledge, relevant to the position held, will be applied to the work situation.

Formal qualifications/experience

- Formal qualifications at degree level are required.

Typical duties/skills

The Typical Duties/Skills are subject to the Characteristics clause.

- Operate and be responsible for a structurally and/or operationally defined section.
- Provide professional advice to staff and students in the officer's area of expertise.
- Prepare advice, reports, proposals or submissions for the senior executives of the school and/or outside bodies.
- Within defined accountability levels, perform professional activities which may include: Responsibility for planning and development of programs of structured learning activities; guidance and counselling services; and information services, within the employee's area of expertise.

LEVEL 7 Range 164 - 178%

An employee in a position at this level performs work above and beyond the skills of an employee in a position at level 6.

A position shall be graded at this level where the principal characteristics of the position, as required by the employer are identified as follows:

Characteristics

The Characteristics are to be read as a whole.

Supervision of Employees

- An employee in a position at this level is accountable to the school or college administration for the conduct of their work.
- Within the constraints set by management, an employee works autonomously and is responsible for the professional content of the work performed.

Supervision of Other Employees

- An employee at this level may be required to provide active supervision of and be responsible for other staff.

Competency required for position

- 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 out a high proportion of tasks involving complex, specialised or professional functions.

Formal Qualifications/Experience

Formal qualifications at degree level are required, along with relevant post graduate qualifications or extensive and relevant experience, as required by the employer, to reflect higher levels of professional outcomes.

Typical Duties/Skills

The Typical Duties/Skills are subject to the Characteristics clause.

- Undertake more complex professional activities above and beyond those required in Level 6, involving the selection and application, based on professional judgement, of new and existing techniques and methodologies.
- Provide advice to the senior executive of the school on the operational and/or future directions of the employee's section and to contribute to the development of that section in the educational context of the school. Such advice may be given in specialist areas.

5.2 Incremental advancement

- 5.2.1 Each level of the structure has varying pay steps which provide for yearly service increments within a level. Such increments are payable subject to satisfactory performance but will not be unreasonably withheld by the employer without due process.
- 5.2.2 For the purposes of establishing the entitlement of an employee to a yearly pay increment a year's service shall constitute 1976 hours of duty.
- 5.2.3 Progression from one level to a higher level is either by appointment to such higher level as a result of vacancy at that level or the employer requiring an employee to perform at a higher level in accordance with the classification criteria set out in clause 5.1.2.
- 5.2.4 An employee may be appointed to a higher level without having progressed through all paypoints within a lower level.

5.3 Recognition of previous service for salary purposes

- 5.3.1 Recognition of years of service for salary purposes shall include all previous service as a school officer within the non-government education industry at or above the classification level of the position to which the employee is appointed on and from the 27 February 1995.
- 5.3.2 The provision of documentary evidence of previous employment as a school officer shall be the responsibility of the employee in accordance with clause 4.5.2.
- 5.3.3 Notwithstanding the above other forms of documentary evidence may be accepted at the discretion of the employing authority.

5.4 Wages

5.4.1 *Adults*

The minimum rates of pay for adult employees per week in the Southern Division (Eastern District) shall be as follows:

Level	Step	Relativity	Award Rate Per Week \$
1	1	88	629.90
	2	90	638.30
	3	92	646.60
	4	94	655.00
2	1	96	663.30
	2	99	674.80
	3	100	682.00
3	1	100	682.00
	2	102	691.80
	3	107	711.20
	4	110	723.70
4	1	112	730.10
	2	115	742.60
	3	118	755.10
5	1	122	771.80
	2	125	784.30
	3	128	796.80
6	1	132	813.70

Level	Step	Relativity	Award Rate Per Week \$
	2	139	843.70
	3	146	873.80
	4	154	904.30
	5	161	931.70
7	1	164	945.00
	2	167	957.50
	3	170	970.00
	4	174	986.50
	5	178	1,003.40

The percentage relativities column relates to percentages applying before the application of the \$8 arbitrated safety net adjustment made in accordance with the February 1994 Review of Wage Fixing Principles.

NOTE: The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

5.4.2 Juniors

The rates of pay for junior employees at Level 1 only shall be as follows:

	Percentage of appropriate adult minimum rate %
15 and under 16 years of age	45
16 and under 17 years of age	50
17 and under 18 years of age	55
18 and under 19 years of age	65
19 and under 20 years of age	75
20 and under 21 years of age	85

Juniors appointed to level 2 positions or above shall be paid the appropriate rate for that level.

5.4.3 Notwithstanding the provisions of clause 5.4, employees of Catholic Education Employing Authorities will be paid, as a minimum, the rates prescribed by Schedule 2.

5.4.4 Notwithstanding the provisions of clause 5.4, employees of Anglican Employing Authorities will be paid, as a minimum, the rates prescribed by Schedule 3.

5.4.5 Notwithstanding the provisions of clause 5.4, employees of Lutheran schools will be paid, as a minimum, the rates prescribed by Schedule 4.

5.5 Divisional and district parities

Employees employed outside the Eastern District of the Southern Division shall be paid the following amounts in addition to the rates of wages prescribed by clause 5.4 for employees employed within that District:

	Per Week \$
Northern Division, Eastern District	1.05
Northern Division, Western District	3.25
Mackay Division	0.90
Southern Division, Western District	1.05

5.6 Occupational superannuation

5.6.1 *Application* - In addition to the rates of pay prescribed by this Award, eligible employees, as defined herein, shall be entitled to occupational superannuation benefits, subject to the provisions of clause 5.6.

5.6.2 *Contributions*

(a) Amount - As from 1 January 2005 every employer shall contribute on behalf of each eligible employee an amount calculated at 9% of the employee's ordinary time earnings, into an approved fund, as defined in this clause. Each such payment of contributions shall be rounded off to the nearest ten (10) cents:

Provided that where an employee is absent and is receiving by way of workers' compensation an amount of money no less than the award rate of pay the contribution shall be calculated at 3%.

(b) Regular payment - The employer shall pay such contributions to the credit of each such employee at least once each calendar month or in accordance with the requirements of the approved fund trust deed.

(c) Minimum level of earnings - As from 1 January 2005 no employer shall be required to pay superannuation contributions on behalf of any eligible employee in respect of any month during which the employee's ordinary time earnings, as defined, is less than \$450.00.

(d) Absences from work - Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer shall be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on workers' compensation.

(e) Other contributions - Nothing in clause 5.6 shall preclude an employee from making contributions to a fund in accordance with the provisions thereof.

(f) Cessation of contributions - An employer shall not be required to make any further contributions on behalf of an eligible employee for any period after the end of the ordinary working day upon which the contract of employment ceases to exist.

(g) No other deductions - No additional amounts shall be paid by the employer for the establishment, administration, management or any other charges in connection with the fund other than the remission of contributions as prescribed herein.

5.6.3 *Definitions*

(a) "Approved fund" means a fund approved for the purposes of this Award by the Commission as one to which occupational superannuation contributions may be made by an employer on behalf of an employee, as required by this Award. Such approved fund may be individually named or may be identified by naming a particular class or category.

(b) "Eligible employee" means any employee who has been employed by the employer during 5 consecutive weeks and who has worked a minimum of 50 hours during that period. After completion of the above qualifying period, superannuation contributions shall then be made in accordance with clause 5.6.2 effective from the commencement of that qualifying period.

(c) "Fund" means a superannuation fund as defined in the *Occupational Superannuation Standards Act 1987* and satisfying the superannuation fund conditions in relation to a year of income, as specified in that Act and complying with the operating standards as prescribed by Regulations made under that Act. In the case of a newly established fund, the term shall include a superannuation fund that has received a notice of preliminary listing from the Insurance and Superannuation Commissioner.

(d) "Ordinary time earnings" means the actual ordinary rate of pay the employee receives for ordinary hours of work including shift loading, skill allowances and supervisory allowances where applicable. The term includes any over-Award payment as well as casual rates received for ordinary hours of work. Ordinary time earnings shall not include overtime, disability allowances, Commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, penalty rates for public holiday work, fares and travelling time allowances or any other extraneous payments of a like nature.

5.6.4 The approved funds are:

(a) The Queensland Independent Education and Care Superannuation Scheme.

(b) Sunsuper.

(c) In the case of the Presbyterian and Methodist Schools Association either the AMP Occupational Superannuation Fund or Sunsuper as chosen by each eligible employee.

- (d) In the case of schools established under the *Grammar Schools Act 1975*, a fund approved by the Governor-in-Council in terms of section 19 of that Act.
- (e) Any named fund as is agreed to between the relevant employer/Union(s) parties to this Award and as recorded in an approved Industrial Agreement.
- (f) In the case of a minority group of employees of a particular employer, any industry, multi-industry or other fund which has been approved in an Award or an Agreement approved by an Industrial Tribunal whether State or Federal jurisdiction and already had practical application to the majority of Award employees of that employer.
- (g) As to employees who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to section 115 of the Act and are employed by an employer who also belongs to that fellowship any fund nominated by the employer and approved by the Brethren.
- (h) Any fund agreed between an employer and an employee who holds a certificate issued pursuant to section 115 of the Act where membership of a fund cited in an Award would be in conflict with the conscientious beliefs of that employee in terms of section 115.
- (i) In relation to any particular employer, any other established fund to which that employer was already actually making regular and genuine contributions in accordance with clause 5.6.2 on behalf of at least a significant number of that employer's employees covered by this Award as at 1 July 1992 and continues to make such contribution.
- (j) The employer and employee may agree to have the employee's superannuation contributions made to an approved superannuation fund, other than those specified in this Award.
 - (i) Any such agreement must be recorded in writing and signed by the employer and employee and kept on the employee's file;
 - (ii) A person must not coerce someone else to make an agreement;
 - (iii) Such agreement, where made, will continue until such time as the employer and employee agree otherwise, and shall be made available to relevant persons for the purposes of sections 371 and 373 (inspection of time and wage records) of the Act;
 - (iv) Any dispute arising out of this process will be handled in accordance with the grievance and dispute settling procedure.

5.6.5 *Challenge of a fund*

- (a) An eligible employee being a member or a potential member of a fund, as well as a Union whose registered list of callings incorporates any of the classification(s) of employees to whom this Award applies, may by notification of a dispute challenge a fund on the grounds that it does not meet the requirements of clause 5.6.
- (b) Notwithstanding that the Commission determines that a particular fund does not meet the requirements of clause 5.6, the Commission may in its discretion and subject to any recommendation, direction or order it may make, recognise any or all of the contributions previously made to that fund as having met the requirements or part thereof of clause 5.6.2 up to and including the date of that determination.
- (c) In the event of any dispute over whether any fund complies with the requirements of clause 5.6, the onus of proof shall rest upon the employer.

5.6.6 *Fund selection*

- (a) No employer shall be required to make or be prevented from making, at any one time, contributions into more than one approved fund. Such fund, other than a fund referred to in clauses 5.6.4(d), (e), (f) and (g) shall be determined by a majority decision of employees.
- (b) Employees to whom these provisions who as at the date of this variation are members of an established fund covered by clause 5.6.4(g) shall have the right by majority decision to choose to have the contributions specified in clause 5.6.2 paid into a fund as provided for elsewhere in clause 5.6.4 in lieu of the established fund to which clause 5.6.4(g) has application.
- (c) The initial selection of a fund recognised in clause 5.6.4 shall not preclude a subsequent decision by the majority of employees in favour of another fund recognised under that clause where the long-term performance of the fund is clearly disappointing.

- (d) Where this provision has been utilised and as a result another approved fund is determined, access to a further re-appraisal of the fund for the purpose of favouring yet another fund shall not be available until a period of 3 years has elapsed after that utilisation of this provision.

5.6.7 *Enrolment*

- (a) Each employer shall as soon as practicable as to both current and future eligible employees:
- (i) Notify each employee of the employees entitlement to occupational superannuation.
 - (ii) Consult as may be necessary to facilitate the selection by employees of an appropriate fund within the meaning of clause 5.6.4 .
 - (iii) Take all reasonable steps to ensure that upon the determination of an appropriate fund, each eligible employee receives, completes, signs and returns the necessary application forms provided by the employer, to enable that employee to become a member of the fund; and
 - (iv) Submit all completed application forms and any other relevant material to the trustees of the fund.
- (b) Each employee upon becoming eligible to become a member of a fund shall:
- (i) complete and sign the necessary application forms to enable that employee to become a member of that fund; and
 - (ii) return such forms to the employer within 28 days of receipt in order to be entitled to the benefit of the contributions prescribed in clause 5.6.2.
- (c) Where an employer has complied with the requirements of clause 5.6.7(a) and an eligible employee fails to complete, sign and return the application form within 28 days of the receipt by the employee of that form, then that employer shall:
- (i) Advise an eligible employee in writing of the non-receipt of the application form and further advise the eligible employee that continuing failure to complete, sign and return such form within 14 days could jeopardise the employee's entitlement to the occupational superannuation benefit prescribed by clause 5.6.
 - (ii) In the event that an eligible employee fails to complete, sign and return such application form within the specified period of 14 days be under no obligation to make any occupational superannuation contributions in respect of such eligible employee excepting as from any subsequent date from which completed and signed application form is received by the employer.
 - (iii) In the event that an eligible employee fails to return a completed and signed application form within a period of 6 months from the date of the original request by the employer, again advise that eligible employee in writing of the entitlement and that the receipt by the employer of a completed and signed application form is a pre-requisite to the payment of any occupational superannuation contributions.
 - (iv) At the same time as advising the eligible employee pursuant to clause 5.6.7(c)(iii) submit both to the Chief Industrial Inspector, Brisbane and to the Secretary of the Union a copy of each letter forwarded by the employer to the eligible employee pursuant to clauses 5.6.7(c)(i) and 5.6.7(c)(iii).
- (d) Where an employer fails to provide an eligible employee with an application form in accordance with clause 5.6.7(a)(iii) the employer shall be obliged to make contributions as from the date an employee became an "eligible employee" if that occurs thereafter provided that an eligible employee completes, signs and returns to the employer an application form within 28 days of being provided with the application form by the employer. Where an eligible employee fails to complete, sign and return an application form within such period of 28 days the provisions of clause 5.6.7(c) shall apply.

5.6.8 *Unpaid contributions*

Subject to section 393 of the Act and to clause 5.6.5, where the discretion of the Commission has been exercised, should it be established that the employer has failed to comply with the requirements of clause 5.6.2 in respect of any eligible employee such employer shall be liable to make the appropriate contributions retrospectively to the date of eligibility of the employee, plus an amount equivalent to the rate of return those contributions would have attracted in the relevant approved fund, or as necessary a fund to be determined by the Commission under clause 5.6.4, had they been paid on the due dates.

The making of such contributions satisfies the requirements of clause 5.6.8 excepting that resort to this provision shall not limit any common law action which may be available in relation to death, disablement or any similar cover existing within the terms of a relevant fund.

5.6.9 Exemptions

- (a) An employer may apply to the Commission for exemption from all or any of the provisions of clause 5.6 in the following circumstances:
 - (i) Incapacity to pay the costs associated with its implementation, or
 - (ii) Any special or compelling circumstances peculiar to the business of the employer.

5.7 Payment of salaries

- (a) Except where otherwise mutually agreed to between the employer and the majority of employees, payment of salaries shall be made fortnightly.
- (b) Payments may be made by cash, cheque or direct transfer into the employee's bank account as determined by the employer.

5.8 Allowances

A first aid allowance is payable to School Officers subject to the following conditions:

- 5.8.1 School Officers who are appointed to positions classified at levels 1, 2 or 3 and are required to be aware of a student or students with medical conditions and are able and required to participate in the administration of medication or emergency treatment to such student or students on the basis of treatment regimes advised by parents, will receive an allowance at the rate of \$12.20 per week.
- 5.8.2 School Officers who hold a QAS first aid qualification (or equivalent) and are appointed as a first aid officer will be paid an allowance at the rate of \$12.20 per week.
- 5.8.3 A School Officer will only be entitled to receive one of the allowances prescribed in either 5.8.1 or 5.8.2 but not both. Such allowance will be absorbable into any over-award payments.

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

6.1 Hours of work

- 6.1.1 The ordinary hours of work for an employee shall not exceed 38 hours per week.
- 6.1.2 Such ordinary hours of work shall be worked continuously (except for meal breaks) between 7.00 a.m. and 6.00 p.m. on Mondays to Fridays inclusive.
- 6.1.3 The normal starting and finishing times of ordinary hours shall be established at the point of engagement and may only be varied by the employer with 2 weeks' notice, or shorter period by mutual agreement.

6.2 Overtime

- 6.2.1 Except as provided in clause 6.2.2, all time worked outside of the hours prescribed in clause 6.1.2 and the normal starting and finishing times shall be paid for at the rate of time and one-half for the first 3 hours and double time thereafter.

6.2.2 Time in lieu

- (a) Where the employer requires an employee to work either before the normal starting times or after the normal finishing times contained in clause 6.1.2 up to a maximum of 2 hours on any one day the employee may be granted time in lieu for the equivalent hours worked to be taken at a mutually convenient time or receive payment at the rate of time and one half for the time worked.
- (b) Where the employer requires the employee to work more than 2 hours before the normal starting times or more than 2 hours beyond the normal finishing times on any one day, the employee may receive payment at the rate of time and a half for the first hour and double time thereafter for time worked beyond the first 2 hours or receive payment in accordance with clause 6.2.1 for the full period so worked.
- (c) Any accrued time in lieu not taken within 6 months of its accrual shall be paid at the rate of time and one-half.

6.3 Rest pauses

- 6.3.1 Full-time employees shall receive a paid rest pause of 10 minutes' duration in the first half and the second half of each day worked.
- 6.3.2 Employees other than full-time who work a minimum of 4 consecutive ordinary hours but no more than 6 consecutive ordinary hours on any one day shall receive a rest pause of 10 minutes' duration. Employees who work in excess of 6 consecutive ordinary hours (excluding the meal break) on any one day shall receive a rest pause of 10 minutes' duration in the first half and the second half of the period worked.
- 6.3.3 Such rest pauses shall be taken at such times as will not interfere with continuity of work where continuity is necessary.
- 6.3.4 Notwithstanding the foregoing, where the employer and the employees agree the rest pauses may be combined.

6.4 Meal break

An employee shall be entitled to an unpaid meal break of not less than half an hour and not more than one hour per working day.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 Entitlements

- (a) Full-time, part-time and fixed period employees, covered by this Award shall, at the end of each year of employment, be entitled to annual leave with pay as set out hereunder.
- (b) The accrual rate of annual leave for full-time employees shall be 152 hours per annum (ie. 4 weeks annual leave per annum on a 38 hour week basis).
- (c) Part-time, term-time and fixed period employees shall at the end of each school year be entitled to annual leave calculated as follows:
$$\frac{\text{Number of weeks worked during the year} \times 4 \text{ weeks} \times \text{average hours per week calculated on weeks worked}}{52}$$
- (d) Subject to the provision of clause 7.1.4 annual leave shall be taken by all employees during school vacation periods unless otherwise agreed between the employer and employee.
- (e) If an employee and employer so agree, annual leave may be taken wholly or partly in advance before the employee has become entitled to annual leave.
 - (i) An employee who has taken in advance the whole of the annual leave that would be due at the end of a year of employment, is not entitled to any further annual leave at the end of that year of employment.
 - (ii) An employee who has taken in advance part of the annual leave that would be due at the end of a year of employment, becomes entitled at the end of that year of employment to the part of the annual leave not already taken.

7.1.2 Calculation of annual leave pay

- (a) In respect to annual leave entitlements to which clause 7.1 applies, annual leave pay (including any proportionate payments) shall comprise:
 - (i) The employee's ordinary wage rate as prescribed by the Award for the period of the annual leave; and
 - (ii) A further amount calculated at the rate of 17.5% of the amounts referred to in clause 7.1.2(a)(i).
- (b) Clause 7.1.2(a) shall not apply to:
 - (i) any period or periods of leave exceeding 4 weeks per annum in any other case.
 - (ii) employers (and their employees) who are already paying (or receiving) an annual leave bonus, loading or other annual leave payment which is not less favourable to employees.

7.1.3 Termination (employees other than casuals)

- (a) If any employee shall be dismissed by the employer or voluntarily leave employment after any leave shall have become due, and without such leave having been taken, such employee shall be entitled in lieu thereof to a sum equal to salary computed at the rate of wages which the employee was earning at the date of such dismissal or leaving calculated in accordance with clause 7.1.2.
- (b) If the employment of any employee is terminated before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due to the employee, an amount equal to 1/12th of ordinary pay for the period of employment calculated in accordance with clause 7.1.2.
- (c) If any such leave shall not have been taken as it falls due from time to time, such leave shall be cumulative from year to year for a period not exceeding 2 years.

7.1.4 *Notification* - Every employee shall be given at least 4 weeks' notice by the employer of the commencement of annual leave:

Provided that less than 4 weeks' notice of the commencement of annual leave may be given by agreement between the employer and the employee.

7.2 Sick leave

7.2.1 Entitlement

- (a) Every full-time employee is entitled to 60.8 hours' sick leave for each completed year of their employment with their employer.
- (b) This entitlement will accrue at the rate of 7.6 hours' sick leave after each 6 weeks of employment.
- (c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked by the employee if the employee were not absent on sick leave.
- (d) Sick leave may be taken for part of a day.
- (e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.
- (f) Part-time, term-time and fixed term employees accrue sick leave on a proportional basis.

7.2.2 Employee must give notice

The payment of sick leave is subject to the employee promptly advising the employer of the employee's absence and its expected duration.

7.2.3 Evidence supporting a claim

When the employee's absence is for more than 2 days the employee is required to give the employer a doctor's certificate or other reasonably acceptable evidence about the nature and approximate duration of the illness.

7.2.4 Accumulated sick leave

An employee's accumulated sick leave entitlements are preserved when:

- (a) The employee is absent from work on unpaid leave granted by the employer;
- (b) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months; or
- (c) The employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

The employee accumulates sick leave entitlements whilst absent from work on paid leave granted by the employer.

7.2.5 Workers' compensation

Where an employee is in receipt of workers' compensation, the employee is not entitled to payment of sick leave.

7.3 Family leave

The provisions of the Family Leave Award apply to and are deemed to form part of this Award.

7.3.1 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award;
- (b) a copy of the Family Leave Award is required to be displayed in accordance with section 697 of the Act.

7.3.2 The Family Leave Award also provides for the terms and conditions of leave associated with -

- (a) Maternity leave;
- (b) Parental leave;
- (c) Adoption leave;
- (d) Special responsibility leave for the care and support of the employee's immediate family or household.

7.4 Bereavement leave

7.4.1 *Full-time and part-time employees*

Full-time and part-time employees shall on the death of a member of their immediate family or household in Australia be entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

7.4.2 *Long-term casual employees*

- (a) A long-term casual employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household in Australia.
- (b) A "long-term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under clause 7.4.2

7.4.3 "Immediate family" includes:

- (a) A spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and
- (b) A child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

7.4.4 An employee with the consent of the employer, may apply for unpaid leave when a member of the employee's immediate family or household in Australia dies and the period of bereavement leave entitlement provided above is insufficient.

7.5 Long service leave

All employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, sections 42-58 of the Act as amended from time to time.

7.6 Public holidays

7.6.1 An employee (other than a casual employee) who would ordinarily be required to work on a day on which a public holiday falls is entitled to full pay for the time the employee would ordinarily have been required to perform work on that day.

7.6.2 All work done by any employee on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);

- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

will be paid for at the rate of double time and a-half with a minimum of 4 hours.

7.6.3 *Double time and a-half*

For the purposes of clause 7.6, where the rate of wages is a weekly rate, "double time and a-half" means one and one-half days wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.

7.6.4 *Annual show*

Moreover, all work done by an employee in a district specified from time to time by the Minister by notification published in the *Queensland Government Industrial Gazette* on the day appointed under the *Holidays Act 1983*, to be kept a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification, of such district shall be paid for at the rate of double time and a-half with a minimum of 4 hours.

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

7.6.5 Notwithstanding any other provision of clause 7.6 when an employee works on a public holiday such employee shall be paid at the rate prescribed by clause 7.6 for the particular holiday or by agreement between the employee and the employer may be paid at the ordinary rate and given a day off in lieu thereof within 28 days of the holiday occurring:

Provided that if an employee subsequently works on the day in lieu of the deferred public holiday, such employee shall be paid in accordance with the other provisions of clause 7.6.2.

7.7 **Jury service**

An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

"Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

NOTE: No provisions inserted in this Award relevant to this Part.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training

9.1.1 The parties to this Award recognise that in order to increase the efficiency and productivity of the enterprise and also the national and international competitiveness of the industries covered by this Award, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (a) developing a more highly skilled and flexible workforce;

(b) providing employees with career opportunities through appropriate training to acquire additional skills; and

(c) removing barriers to the use of skills acquired.

PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

NOTE: No provisions inserted in this Award relevant to this Part.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

Clauses 11.1 and 11.2 replicate legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to sections 366, 372 and 373 of the Act as amended from time to time.

11.1 Right of entry

11.1.1 Authorised industrial officer

- (a) An "Authorised industrial officer" is any Union official holding a current authority issued by the Industrial Registrar.
- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.

11.1.2 Entry procedure

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
 - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
 - (ii) shows the authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

11.1.3 Inspection of records

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
 - (i) is ineligible to become a member of the Union; or
 - (ii) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
 - (iii) has made a written request to the employer that they do not want their record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

11.1.4 Discussions with employees

An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the Union:

- (a) matters under the Act during working or non-working time; and
- (b) any other matter with a member or employee eligible to become a member of the Union, during non-working time.

11.1.5 *Conduct*

An authorised industrial officer must not unreasonably interfere with the performance of work in exercising a right of entry.

11.2 Time and wages record

11.2.1 An employer must keep, at the place of work in Queensland, a time and wages record that contains the following particulars for each pay period for each employee, including apprentices and trainees:

- (a) the employee's Award classification;
- (b) the employer's full name;
- (c) the name of the Award under which the employee is working;
- (d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
- (e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;
- (f) the gross and net wages paid to the employee;
- (g) details of any deductions made from the wages; and
- (h) contributions made by the employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

- (a) the employee's full name and address;
- (b) the employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the employee;
- (d) the date when the employee became an employee of the employer;
- (e) if appropriate, the date when the employee ceased employment with the employer; and
- (f) if a casual employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department of Industrial Relations, in accordance with section 371 of the Act, or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

11.3 Union encouragement

Clause 11.3 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a statement of policy on Union encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of an organisation of employees that has the right to represent the industrial interests of the employees concerned.

11.3.1 *Documentation to be provided by employer*

At the point of engagement, an employer to whom this Award applies shall provide employees with a document indicating that a statement of policy on Union encouragement has been issued by the Commission, a copy of which is to be kept on the premises of the employer in a place readily accessible by each employee.

The document provided by the employer shall also identify the existence of a Union encouragement clause in this Award.

11.3.2 *Union delegates*

Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.

The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

11.3.3 *Deduction of union fees*

Where arrangements can be entered into, employers are encouraged to provide facilities for the deduction and remittance of Union fees for employees who signify in writing to their employer, their desire to have such membership fees deducted from their wages.

11.4 Trade union training leave

11.4.1 Upon written application by a school officer to an employer such application being endorsed by the Union and giving to the employer at least 2 month's notice, such school officer may be granted up to 3 working days leave (non-cumulative) on ordinary pay to attend course and seminars conducted by the Union.

For the purposes of clause 11.4 'ordinary pay' means at the ordinary rate paid to the school officer exclusive of any allowance for travelling time and fares.

11.4.2 The granting of such leave shall be subject to the following conditions:

- (a) A school officer must have at least 2 years' uninterrupted service with the employer prior to such leave being granted.
- (b) Clause 11.4 does not apply to an employer with less than 3 full-time school officers bound by this Award.
- (c) The maximum number of school officers of one and the same employer attending a course or seminar at the same time shall be as follows:

Where the employer employs between 3 and 8 school officers 1

Where the employer employs more than 8 school officers 2

Provided that where the employer has more than one place of employment in Queensland, then the formula shall apply to the number of school officers employed in or from each place of employment.

- (d) The granting of such leave shall be subject to the reasonable convenience of the employer so that the operations of the employer will not be unduly affected.
- (e) No school officer shall be granted leave exceeding the duration of the course or seminar to be attended.
- (f) No school officer shall be granted a second or subsequent period of leave prior to the expiration of 3 years from the date of commencement of the last period of such leave granted by the employer.
- (g) The scope, content and grade of the course or seminar shall be such as to contribute to a better understanding of industrial relations within the employer's operations, and in particular, a better understanding of the Award and Industrial Agreements and industrial issues impinging upon the professional life of school officers in the non-Government sector.
- (h) In granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the school officer. Such paid leave will not affect other leave granted to school officers under this Award.

SCHEDULE 1

S1.1 Coverage

S1.1.1 Schedule 1 will apply to the schools listed in clause S1.1.3, and their respective employees who are not employed as teachers but whose duties are ancillary to and/or involved in the educational process and who may have been described as teacher aides, librarians, library aides, laboratory assistants, audio-visual aides, scientific personnel, school secretaries, school assistants, school officers and other non-teaching employees: but excluding persons employed as grounds-person; nurses; builders; carpenters; manual labourers; estate hands; bus drivers; cleaners; cooks; domestics; kitchen hands; laundry workers/sewers; housemaids; housekeepers; school maintenance assistants; waiters; and boarding supervisors who are not teachers.

S1.1.2 Notwithstanding clause S1.1.1, Schedule 1 shall not apply to those employees who may be commonly described as bursars, school accountants and managers.

S1.1.3 All Saints Anglican School, Merrimac
Anglican Church Grammar School, East Brisbane and Warwick
Cannon Hill Anglican College, Cannon Hill
Canterbury College, Waterford
Coomera Anglican College, Coomera
Forest Lake College, Forest Lake
Fraser Coast Anglican College, Hervey Bay
Hillbrook Anglican School, Enoggera
Matthew Flinders Anglican College, Buderim
St Aidan's Anglican Girls' School, Corinda
St Andrews Anglican College, Peregian Springs
St Hilda's School, Southport
St Luke's Anglican School, Bundaberg
St Margaret's Anglican Girls' School, Ascot
St Paul's School, Bald Hills
The Glennie School, Toowoomba
The Southport School, Southport
Toowoomba Preparatory School, Toowoomba
West Moreton Anglican College, Karrabin
Fairholme College, Toowoomba
Somerset College, Mudgeeraba

S1.2 Date of operation

Schedule 1 takes effect from 8 June 2005. Schedule 1 replaces the School Officers - Anglican and Other Schools - Industrial Agreement.

S1.3 Classification process

An employer shall determine the classification of a position through the following process:

S1.3.1 An analysis is to be undertaken to establish the requisite skills and responsibilities for each identified position and a position description written for each position.

S1.3.2 Each position shall be placed in the appropriate level according to the Classification Criteria set out in clause S1.4.1 using the position description developed in accordance with clause S1.3.1.

S1.3.3 Employees are appointed to an identified pay point within the appropriate level according to their skills. These skills may be certified or a recognition of prior learning based on previous experience.

S1.4 Classification definitions

S1.4.1 *Classification Criteria* - are guidelines to determine the appropriate classification level under Schedule 1 and consist of characteristics and typical duties/skills.

The characteristics are the principal or primary guide to classification as they are designed to indicate the level of basic knowledge, a comprehension of issues, problems and procedures required and the level of responsibility/accountability of the position. The totality of the characteristics must be read as a whole to obtain a clear understanding of the essential features of any particular level and the competency required.

The typical duties/skills are a non-exhaustive list of duties/skills that may be comprehended within the particular level. They are an indicative guide only and at any particular level employees may be expected to undertake duties of any level lower than their own. Employees at any particular level may perform/utilise one such duty/skill, or many of them, depending on the particular work allocated.

In properly classifying an employee, the employer must refer to the key issues of the level of initiative, responsibility, accountability, competency and skill that the employee is required to exercise in the work the employee performs within the parameters of the characteristics and not the duties the employee performs *per se*.

S1.4.2 *Streams* - within each Classification Level, 4 Streams are identified. School Officer positions will fall into one of the following streams: Clerical; Library; Laboratory; and Computing, based on the duties required to be performed in that position.

S1.4.3 *Classification Levels* - all employees shall be classified in one of the following levels:

(a) Level 1

Level 1 in this structure is to be viewed as the level at which a person with few or no skills in the School Officer area required by the employer, enters this career path. At this level they learn and gain competency in the basic skills required which, in many cases would lead to progress through the classification structure as their competency and skills are increased and utilised.

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Characteristics

Skills/knowledge gained in a specific area due to experience and or qualifications. Junior Certificate or its equivalent is the minimum formal qualification. Work is carried out under a high degree of supervision using established procedures, practices and instruction from a higher level officer or member of the academic staff.

Problems are solved by reference to established practices and procedures, and the application of initiative or judgement in applying them or by reference to a higher level officer or member of the academic staff.

The position is responsible to a higher level officer or member of the academic staff for the day to day performance of duties. Employees at this level are responsible and accountable for their own work, with checking related to overall progress.

TYPICAL SKILLS AND DUTIES

Level 1

CLERICAL

1. Computer Skills
 - * use keyboard at introductory level
2. Clerical/Secretarial
 - * use word processor at introductory level
 - * operate switchboard at basic level
 - * take messages
 - * general copy typing
3. Administration Procedures
 - * filing, handling mail, maintaining records
 - * perform stock take, counting and recording
 - * re-order stationery and office material
4. Interpersonal Relations
 - * assist student learning under supervision
 - * front counter and referring inquiries to staff
5. Equipment
 - * operate at an introductory level, a photocopier, facsimile, binding, guillotine, franking machine, calculator
6. Financial [A]
 - * basic book keeping
 - * petty cash maintenance

LABORATORY

1. Computer Skills
 - * use keyboard at introductory level
2. Clerical/Secretarial
 - * use word processor at introductory level
 - * take messages/refer inquiries to staff
 - * general copy typing
3. Administration Procedures
 - * maintain records/inventories
 - * perform stock take, counting and recording stationery and office material re-ordering
 - * basic understanding of school procedures covering: classroom procedures/lesson plans, curriculum material
4. Interpersonal Relations
 - * assist student learning under supervision
 - * dealing with teachers, teacher aides and students
 - * assist students, teachers and staff with class and non-class activity
5. Equipment
 - * operate a photocopier and calculator

7. Financial [B]
 - * minor cash transactions
 [receipting, balancing, banking]

6. Laboratory Procedures [A]
 - * prepare and clean materials
 - * set up basic equipment
 - * set up basic laboratory experiments
 - * routine use and maintenance of audio visual equipment
 - * collect and care for live specimens
 - * basic safety and first aid skills

7. Laboratory Procedures [B]
 - * assemble apparatus for basic practical experiments
 - * assist with preparation of acids and chemicals
 - * assist with preparation of scientific displays [e.g. competitions, open days and classes]

Level 1

LIBRARY

COMPUTER

1. Computer Skills
 - * use keyboard at introductory level
2. Clerical/Secretarial
 - * use word processor at introductory level
 - * take messages and refer inquiries to staff
3. Administration Procedures
 - * maintain records/inventories
 - * perform stock take, counting and recording
 - * re-ordering of stationery and office material
 - * basic understanding of school procedures covering classroom procedures/lesson plans, curriculum material
4. Interpersonal Relations
 - * assist student learning under supervision
 - * dealing with teachers, teacher aides and students
 - * assist students, teachers and staff with class and non-class activity
5. Equipment
 - * operate a photocopier and calculator
 - * operate laminating equipment
 - * loading VCR equipment
6. Library Procedures [A]
 - * prepare and clean materials
 - * process issues and returns
 - * produce overdue lists
 - * order entry in computer
 - * enter accession information into computer
 - * shelve material
 - * book covering
 - * collect resources from prepared bibliography

NOT APPLICABLE AT THIS LEVEL

7. Library Procedures [B]
 - * accessioning serials and monographs
 - * provide circulation services

(b) Level 2

Employees shall be graded at this level where the principal characteristics of their employment, as determined by the employer, are identified as follows:

Characteristics

This level requires employees who have had sufficient experience and/or training to enable them to carry out their assigned duties under limited supervision, using established procedures, practices and instruction from a higher level officer or member of the academic staff.

Skills/knowledge gained in a specific area due to experience and or qualifications. Junior Certificate or its equivalent is the minimum formal qualification.

Problems are solved by reference to established practices and procedures, and the application of initiative or judgement in applying them or by reference to a higher level officer or member of the academic staff.

The position is responsible to a higher level officer or member of the academic staff for the day to day performance of duties. Employees at this level are responsible and accountable for their own work, with checking related to overall progress.

Officers may be required to check the work or provide guidance to officers at a lower level and provide assistance to less experienced employees at the same level.

TYPICAL SKILLS AND DUTIES

Level 2

CLERICAL

LABORATORY

1. Computer Skills
 - * intermediate level
2. Clerical/Secretarial
 - * use word processor at intermediate level
 - * typing
 - * shorthand and/or dictaphone
3. Administration Procedures
 - * maintain manual and computerised records
 - * handle inquiries from staff, students parents and public
 - * assist in enrolment function including handling initial inquiries and arranging interviews
 - * filing student record data
 - * filing semi-confidential information
 - * supervision of Level 1 staff
4. Interpersonal Relations
 - * effective communication skills with ability to maintain confidentiality
 - * accepting responsibility in meeting time deadlines
5. Equipment: use of all functions of multi-functional equipment, e.g.:
 - * operate a photocopier, facsimile, binding, guillotine, franking machine at an intermediate level.
 - * operate a switchboard/telephone at an intermediate level
6. Financial

1. Administration Procedures
 - * use word processor at an intermediate level
 - * typing
 - * supervise Level 1 staff
2. Interpersonal Relations
 - * effective communication skills with ability to maintain confidentiality
 - * accepting responsibility in meeting time deadlines
3. Laboratory Procedures [C]
 - * demonstration of laboratory equipment
 - * demonstration of basic laboratory experiments
4. Laboratory Procedures [D]
 - * preparation of live specimens for simple experiments
 - * prepare acids and chemicals of specific molarity under supervision
5. Laboratory Procedures [E]
 - * assemble apparatus for intermediate practical experiments
 - * test and trial class experiments
6. Laboratory Procedures [F]
 - * preparation and maintenance of scientific displays
 - * dispose of chemicals in a safe manner

- * enter financial data into computer
- * prepare bank and ledger reconciliations
- * book-keeping procedures such as general ledger

Level 2

LIBRARY

1. Computer Skills
 - * intermediate level
2. Clerical/Secretarial/Financial
 - * use word processor at an intermediate level
 - * typing
 - * shorthand
3. Administration Procedures
 - * maintain manual and computerised records
 - * handle inquiries from staff, students, parents and public
 - * filing record data
 - * contribute to the maintenance of service area
 - * filing semi-confidential information
 - * supervision of Level 1 staff
4. Interpersonal Relations
 - * effective communication skills with students
 - * contribute to the maintenance of the service area
5. Library Procedures [C]
 - * specialised operation and demonstration of use of audio visual equipment
 - * audio visual recording of programs and maintenance of catalogue for such recordings
 - * adding copies
6. Library Procedures [D]
 - * maintain computerised record of purchases
 - * maintenance of booking system for equipment use and organisation of repairs and replacement for equipment
 - * inventory control
 - * copy cataloguing
 - * basic, descriptive cataloguing

COMPUTER

1. Clerical/Secretarial/Financial
 - * use a word processor
 - * ability to process entry at intermediates skill level as a separate task to word processing
2. Interpersonal Relations
 - * communication with staff and students
3. Administration Procedures
 - * maintain system operations manual
 - * maintain back & back up tape register
 - * maintain register of software licences
 - * maintain hardware maintenance register & history of maintenance
 - * maintain asset register of all equipment
 - * complete, dispatch and record all registration of warranty
 - * maintain documentation of procedures of program upgrades
 - * execution of purchase orders for hardware and software requirements
4. Computer [A]
 - * evaluation of basic software proposals, ie., report to staff on what the software can do as compared to the desired outcomes
 - * evaluate the hardware specification needed to run a particular process and advise staff and students accordingly
 - * basic knowledge of how hardware are connected
 - * basic knowledge of how to connect into a network
 - * knowledge of what specific type of equipment is required to run a particular type of process
 - * knowledge of hardware configuration required to run a particular process
5. Computer [B]
 - * basic programming skills
 - * minor hardware and software maintenance
 - * basic knowledge of operating system
 - * basic programming skills enabling the execution of virus checking operations, disk consolidation and overall disk management
 - * ability to ensure all hardware and

(c) Level 3

Employees shall be graded at this level where the principal characteristics of their employment, as determined by their employer, are identified as follows:

Characteristics

Some experience necessary gained either on the job or through the attainment of a certificate and/or diploma level qualification.

Work is carried out with general guidance on progress and outcomes and involves the application of knowledge with depth in some areas and a broad range of skills. Initial instruction or reference to established procedure is all that is required for the officer to be able to competently complete tasks. Variation to methods of performance of assigned duties may occur by using initiative, discretion and judgement.

The position is responsible to a higher officer or senior academic staff member for the day to day performance of duties. This performance is measured by reference to achievement of outcomes and application of personal knowledge and initiative to assigned duties.

Officers may be required to supervise lower level officers in the performance of their duties and to provide instruction to officers, staff and students in their area of knowledge.

TYPICAL SKILLS AND DUTIES

Level 3

CLERICAL

LABORATORY

1. Computer Skills
 - * applications higher than Level 2 - Advanced
2. Clerical/Secretarial
 - * support to Senior Management including minute taking, organising appointments, handling correspondence, monitoring phone calls, establishing and maintaining working filing system
3. Administration Procedures
 - * control purchase and storage function for a discrete department
 - * supervise operations of lower level staff [more than 4]
4. Interpersonal Relations
 - * effective communication skills with parents and Management
5. Financial
 - * book keeping duties including:
 - * preparation of ledger reconciliations, monthly accounts, financial statements and budgets
 - * calculation and maintenance of wage and salary records for a large payroll
 - * apply inventory and purchasing control procedures
 - * prepare monthly summary of debtors ledger transactions and reconcile these
 - * prepare financial and management reports for Senior Management review
 - * prepare Government, statistical and statutory authority returns for authorisation

1. Administration Procedures
 - * control purchase and storage function of the Department
2. Interpersonal Relations
 - * supervision of lower level staff
3. Laboratory Procedures [G]
 - * prepare acids and chemicals of specific molarity without supervision
 - * monitor performance of scientific equipment and arrange repairs as necessary
 - * safe storage and handling of chemicals and scientific equipment
4. Laboratory Procedures [H]
 - * prepare live specimens for complex experiments
 - * assemble apparatus for complex practical experiments
5. Laboratory Procedures [I]
 - * prepare test and demonstrate practical experiments to classes
 - * assist teachers with practical experiments

- * prepare and process payroll

Level 3

LIBRARY

COMPUTER

- | | |
|---|--|
| <p>1. Administration Procedures</p> <ul style="list-style-type: none"> * control the purchase and storage function of the discrete Department [Library] <p>2. Clerical</p> <ul style="list-style-type: none"> * handle correspondence * monitor phone calls * establish and maintain working filing systems <p>3. Interpersonal Relations</p> <ul style="list-style-type: none"> * supervision of lower level staff <p>4. Library Procedures [E]</p> <ul style="list-style-type: none"> * monitor performance of and co-ordinate repairs to specialised equipment * ability to demonstrate to staff and students the use of complex audio visual and computer equipment * supervise and maintain software components of a computer network and provide user support <p>5. Library Procedures [F]</p> <ul style="list-style-type: none"> * acquire information for the Library's collection * provide research assistance * fiction Cataloguing * adding local information | <p>1. Administration Procedures</p> <ul style="list-style-type: none"> * control the purchase and storage function of this discrete Department [computing] * word processing at a higher level of skill than level 2 * data entry at higher level of skill than level 2 <p>2. Interpersonal Relations</p> <ul style="list-style-type: none"> * effective communication skills with students and Management * supervision of lower level staff <p>3. Computer [D]</p> <ul style="list-style-type: none"> * demonstrate to staff the use of computer equipment * supervise and maintain hardware and software components of a computer network and provide user support * monitor performance of, and carry out repairs to, specialised equipment <p>4. Computer [E]</p> <ul style="list-style-type: none"> * monitor performance of software and carry out repairs to software by use of utility facility * development of procedures as requested to achieve desired outcomes * development procedures to optimise the use of programs * in consultation with Admin management, develop a "do or don't" policy in regard to computers for staff and students. <p>5. Computer [F]</p> <ul style="list-style-type: none"> * development of new equipment specification in liaison with management * higher level programming skills than level 2 |
|---|--|

(d) Level 4

Employees shall be graded at this level where the principal characteristics of their employment, as determined by their employer, are identified as follows:

Characteristics

Some experience necessary gained either on the job, through previous employment or the attainment of a diploma and/or degree level qualification.

Little or no supervision is required and will normally be exercised through a reporting structure.

Officers will have a highly developed knowledge of the organisation and industry and highly developed skills in their area of expertise.

They will use judgement and initiative regularly in order to complete the tasks assigned to them.

At this level officers may be responsible for the supervision of staff in all lower levels and be responsible for training staff through instruction and practical demonstration.

The position is responsible to the Principal, Head of a Department/Faculty or senior management for the day to day performance of duties. This performance is measured by achievement of targets, introduction of new initiatives, increases in productivity, competent handling of the supervision function and degree of independence allowed by immediate supervisors.

TYPICAL SKILLS AND DUTIES

Level 4

CLERICAL

1. Computer Skills
 - * prepare internal and external publications using advanced computer skills, viz.: spreadsheeting, desk-top publishing and word processing, as required by the job description
2. Administration Procedures
 - * assist with advertising/promotional activities
 - * secretarial skills higher than Level 3
 - * check and supervise work of accounts and general office staff to ensure accuracy and timely completion of tasks
 - * operate and maintain student reporting systems for external agencies
 - * detailed knowledge of BSSSS requirements and procedures
 - * assist with organisation of activities of the school, e.g., speech night, yearly calendar etc.
 - * confidential activities
 - * supervision of lower levels
3. Interpersonal Relations
 - * developed
 - * high in areas of confidentiality, discretion and judgement
4. Financial
 - * accounts prepared to operating statement stage including formulation of period and year end entries

LABORATORY

1. Interpersonal Relations
 - * supervision of lower level staff
2. Laboratory Procedures [J]
 - * maintain laboratory records - poisons register, material safety data sheets
3. Laboratory Procedures [K]
 - * ability to interface computer technology and scientific experiments
4. Laboratory Procedures [L]
 - * work with and assist school management
 - * responsible for operation of scientific laboratories

Level 4

LIBRARY

1. Interpersonal Relations
2. Library Procedures [G]
 - * work with and assist School Management
 - * organise and co-ordinate work activities of lower levels
 - * initiate and carry out projects
 - * manage maintenance of Library environment
 - * establish and maintain Library applications of computer based systems/equipment
 - * maintain and modify computer applications in the Library
 - * contribute to the planning and acquisition of computer systems
 - * provide computing support
3. Library Procedures [H]
 - * co-ordinate selection of information for Library collection
 - * collect, analyse and/or interpret information for research
 - * contribute to collection development

COMPUTER

1. Interpersonal Relations
2. Computer [G]
 - * work with and assist School Management
3. Computer [H]
4. Computer [I]

- 4. Library Procedures [I]
- * organise information for client access
- * original cataloguing and classifying information
- * index information
- * abstract information

(e) Level 5

Employees shall be graded at this level where the principal characteristics of their employment, as determined by their employer, are identified as follows:

Characteristics

Extensive experience and qualifications sufficient to enable the officer to independently manage an autonomous section and provide independent advice on the operation of the section.

Formal qualifications at the degree level are required.

Little or no supervision is required and will normally be exercised through a reporting structure involving both review of operations and recommendations.

The position will involve the development of policies and procedures for the operation of a section.

They are responsible and accountable for their own work and may have designated responsibility for the work under their control/supervision. This will involve scheduling workflow, solving operational problems, monitoring and evaluating work performance as well as counselling staff for work and performance related matters.

They will use judgement and initiative regularly in order to complete the tasks assigned to them.

At this level officers may be responsible for the supervision of staff in all lower levels and be responsible for training of staff through instruction and practical demonstration.

The position is responsible to the Principal for the day to day performance of duties. This performance is measured by achievement of targets, introduction of new initiatives, increases in productivity, competent handling of the supervision function and the overall performance of the section controlled.

TYPICAL SKILLS AND DUTIES

Level 5

CLERICAL

LABORATORY

1. Computer Skills

- * operate and be responsible for an autonomous section and all its operations
- * use acquired knowledge and experience, provide advice to Senior Executive of school on operations/future directions
- * able to instruct/tutor others in lower levels

NOT APPLICABLE AT THIS LEVEL

2. Interpersonal Relations

- * interact with school Committees and bodies
- * co-ordinate facilities etc., for school functions and associated bodies
- * co-ordinate advertising/marketing/promotional activities

3. Financial

- * generation of all management reports and generation of Government reports

Level 5

LIBRARY

LABORATORY

- | | |
|--|---|
| <p>1. Interpersonal Relations</p> <ul style="list-style-type: none"> * operate and be responsible for an autonomous section and all its operations * use acquired knowledge and experience to provide advice to Senior Executive of school on operations/future directions <p>2. Library Procedures [J]</p> <ul style="list-style-type: none"> * carry out standard resource procedures * answer reference queries and reader guidance * knowledge of library procedures and organisation * knowledge of book trade, suppliers and resources for purchasing and maintenance of library materials and equipment * provide professional advice to staff and students of Officers' area of expertise * prepare reports, proposals and submissions for the Senior Executives of the school and outside bodies. <p>3. Library Procedures [K]</p> <ul style="list-style-type: none"> * computer software * cataloguing * C.D. Rom * modem use - Q Net * manage care and maintenance of the collection * design and develop data bases * Analyse and describe specialist information | <p>1. Interpersonal Relations</p> <ul style="list-style-type: none"> * operate and be responsible for an autonomous section and all its operations * use acquired knowledge and experience to provide advice to Senior Executives of school on operations/future directions <p>2. Computer [J]</p> <ul style="list-style-type: none"> * provide professional advice to staff and students in Officers' area of expertise * prepare reports, proposals and submissions for the Senior Executives of the school and outside bodies <p>3. Computer [K]</p> |
|--|---|

S1.4.4 Transitional arrangements

(a) Classification/Reclassification

The employer shall determine the employee's classification through the following process:

- (i) An analysis is to be undertaken to establish the requisite skills and responsibilities for each identified position and a Position Description written for each position.
- (ii) Each position is classified by reference to the Classification Criteria set out in clause S1.4.1 using the Position Description in accordance with clause S1.4.4(a)(i).
- (iii) Employees are appointed to a position at the appropriate level within the structure and to a Step in the level according to their competencies as identified in Schedule 1.
- (iv) It is recognised that dispute may arise as to the classification/reclassification of a position. In such case the matter should be dealt with in accordance with clause 3.1 (Grievance and dispute settling procedure).

(b) *Recognition of previous experience*

For the purpose of translating employees to the new competency based structure on the coming into effect of this Schedule all previous experience as a School Officer with the current employer shall be recognised.

S1.5 Wages

S1.5.1 The minimum rates of wages to be paid to the above mentioned levels of employees shall be calculated in accordance with the table set out below:

	MIN	P/W	P/W	P/W	P/W	P/W	P/W	P/W	MAX
	\$	\$	\$	\$	\$	\$	\$	\$	\$
L1	582.80	10.00	10.00	10.00	10.00	10.00	10.00	10.00	652.80
L2	652.80	14.00	12.00	12.00	12.00	12.00	12.00	12.00	726.80
L3	726.80	15.00	15.00	15.00	15.00	15.00	15.00		801.80
L4	801.80	25.00	25.00	25.00	23.00				899.80
L5	899.80	30.00	30.00	30.00					989.80

*P/W = \$ per week per module

Progression within the matrix and payment of the additional weekly amount shall be made upon the employee demonstrating to the employer an ability to apply the skills learnt during training. The employer shall be responsible for providing the training (During ordinary work time where possible) and incurring the training costs for each module within the employees current level. Where training is provided outside ordinary working time, the employee shall be granted time in lieu for the equivalent hours. Any adult employee engaged as a level 1 School Officer shall be afforded accelerated progression opportunities within the level.

S1.5.2 The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Queensland workplace agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

S1.6 Application of Award

All other provisions of the Award in full, shall apply to the employers as prescribed in clause S1.1.3, and their employees, except where such conditions are varied by the provisions contained in Schedule 1.

S1.7 Leave reserved

S1.7.1 Sixth Level for Classification Structure

The parties agree to discuss and consider the development of a further level in the structure as it relates to School Counsellors and Guidance Officers.

SCHEDULE 2 - Minimum Wages - Catholic Education Employing Authorities

The minimum rates of pay for adult employees per week in the Southern Division (Eastern District) shall be as follows:

Level	Step	Relativity	Rate per week \$
1	1	88	629.90
	2	90	638.30
	3	92	646.60
	4	94	657.50
2	1	96	668.80
	2	99	684.60
	3	100	691.60
3	1	100	691.60
	2	102	705.60
	3	107	733.00
	4	110	750.60
4	1	112	762.30
	2	115	780.00
	3	118	797.70
5	1	122	821.20
	2	125	838.70
	3	128	856.30
6	1	132	880.30
	2	139	922.60
	3	146	964.80
	4	154	1,007.90
	5	161	1,049.20
7	1	164	1,067.50

Level	Step	Relativity	Rate per week \$
	2	167	1,085.20
	3	170	1,102.70
	4	174	1,126.30
	5	178	1,149.90

SCHEDULE 3 - Minimum wages - Anglican Employing Authorities

The minimum rates of pay for adult employees per week in the Southern Division (Eastern District) shall be as follows:

Level	Minimum	Step1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Maximum
1	583.60	14.00	14.00	14.00	14.00	14.00	14.00	14.00	681.60
2	681.60	17.40	17.40	17.40	17.40	17.40	17.40		786.00
3	786.00	21.95	21.95	21.95	21.95	21.95			895.75
4	895.75	35.95	35.95	35.95	35.95				1,039.55
5	1,039.55	43.35	43.35	43.35					1,169.60

SCHEDULE 4 - Minimum wages - Lutheran schools

The minimum rates of pay for adult employees per fortnight in the Southern Division (Eastern District) shall be as follows:

Level	Step	Relativity	Rate per f/night \$
1	1	88	1,284.70
	2	90	1,309.30
	3	92	1,333.70
	4	94	1,358.40
2	1	96	1,382.60
	2	99	1,416.20
	3	100	1,431.80
3	1	100	1,431.80
	2	102	1,460.50
	3	107	1,517.40
	4	110	1,554.10
4	1	112	1,579.00
	2	115	1,615.30
	3	118	1,652.10
5	1	122	1,701.10
	2	125	1,737.80
	3	128	1,774.20
6	1	132	1,824.10
	2	139	1,912.40
	3	146	2,000.60
	4	154	2,089.90
	5	161	2,176.30
7	1	164	2,215.30
	2	167	2,252.00
	3	170	2,288.70
	4	174	2,337.70
	5	178	2,386.70

Dated 6 May 2003.

By the Commission,
[L.S.] E. EWALD,
Industrial Registrar.

Operative Date: 14 July 2003