



DECISION

Fair Work Act 2009

s.185—Application for approval of a multi-enterprise agreement

Lutheran Education South and Eastern Region

(AG2010/15750)

LUTHERAN EDUCATION SOUTH EASTERN REGION MULTI ENTERPRISE AGREEMENT 2010

Educational services

COMMISSIONER SMITH

MELBOURNE, 13 JANUARY 2011

Application for approval of the Lutheran Education South Eastern Region Multi Enterprise Agreement 2010.

[1] An application has been made for approval of an enterprise agreement known as the *Lutheran Education South Eastern Region Multi Enterprise Agreement 2010* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the Lutheran Education South Eastern Region. The agreement is a multi-enterprise agreement.

[2] Clause 31.5—Cashing out of Long Service Leave will not operate.

[3] I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[4] The Independent Education Union of Australia (IEUA), being a bargaining representative for the Agreement, has given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act I note that the Agreement covers the IEUA.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 20 January 2011. The nominal expiry date of the Agreement is 31 December 2012.



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Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

CLAUSE NO.....	PAGE NO.
PART 1 APPLICATION AND OPERATION OF AGREEMENT.....	4
1. TITLE AND INTRODUCTION.....	4
2. ETHOS STATEMENT	4
3. COMMENCEMENT DATE AND PERIOD OF OPERATION.....	4
4. PARTIES BOUND.....	4
5. RELATIONSHIP TO AWARDS.....	5
6. DEFINITIONS.....	5
7. INDIVIDUAL FLEXIBILITY.....	7
8. INTRODUCTION OF CHANGE.....	8
9. DISPUTE RESOLUTION PROCEDURE.....	8
10. CONSULTATION.....	9
11. COMPLAINTS.....	10
12. MODES OF EMPLOYMENT	10
13. INDUCTION.....	12
14. STATEMENT OF SERVICE.....	12
PART 2: CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES COVERED BY THE AGREEMENT	13
15. STATEMENT OF DUTIES AND ALLOCATION OF WORK	13
16. PROBATIONARY PERIOD.....	13
17. REMUNERATION PACKAGING.....	13
18. SUPERANNUATION.....	13

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

19. PAYMENT ARRANGEMENTS.....	14
20. ANNUAL LEAVE LOADING	14
21. PERSONAL LEAVE.....	14
22. INFECTIOUS DISEASES LEAVE	16
23. PARENTAL LEAVE	17
24. LEAVE WITHOUT PAY.....	18
25. PUBLIC HOLIDAYS.....	18
26. ACCIDENT MAKE-UP PAY	18
27. TERMINATION OF EMPLOYMENT.....	18
28. REDUNDANCY	19
29. SALARY AND CLASSIFICATIONS.....	21
30. DEFFERED SALARY SCHEME	21
31. LONG SERVICE LEAVE, PORTABILITY OF LEAVE AND OTHER LEAVE ..	21
32. DUE PROCESS.....	23
33. PROFESSIONAL LEARNING.....	23
34. UNION RECOGNITION.....	24
SCHEDULE 1 - SALARY AND CONDITIONS OF EMPLOYMENTFOR TEACHERS	
35. CLASSIFICATIONS, SALARY AND TERMS AND CONDITIONS	26
36. HOURS OF WORK AND ANNUAL LEAVE.....	27
37. SALARY.....	28
SCHEDULE 2 - SALARY AND CONDITIONS OF EMPLOYMENT FOR SCHOOL OFFICERS	

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

38. RATES OF PAY FOR SCHOOL OFFICERS	31
39. HOURS OF WORK	33
40. ADDITIONAL HOURS.....	34
41. BREAKS BETWEEN PERIODS OF DUTY.....	35
42. ROSTERED DAYS OFF.....	35
43. BREAKS	36
44. SHIFTWORK.....	36
45. PENALTY RATES.....	37
46. HIGHER DUTIES.....	38
47. ANNUAL LEAVE AND SCHOOL HOLIDAYS	38
48. PROGRESSION THROUGH CLASSIFICATION CATEGORIES	40
49. PROGRESSION THROUGH CLASSIFICATION SALARY LEVELS	40
50. CLASSIFICATIONS	40
51. POSITION DESCRIPTION AND DUTIES CAN INCORPORATE MULTIPLE FUNCTIONS.	41
52. GENERAL CRITERIA	41
53. INDICATIVE ROLES AND RESPONSIBILITIES	42
54. PARENTAL LEAVE	48

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

PART 1 APPLICATION AND OPERATION OF AGREEMENT

1. TITLE AND INTRODUCTION

- 1.1. This Agreement is to be known as the Lutheran Education South Eastern Region Multi Enterprise Agreement 2010 (the 'Agreement') and is a Multi Enterprise Agreement made in accordance with the provisions of the *Fair Work Act (Cth)* 2009 and contains standard terms and conditions mutually agreed as applying to Employees covered by this Agreement.
- 1.2. The National Employment Standards (NES) are minimum terms and conditions that apply to all Employees covered by this Agreement. This Agreement may include terms that are ancillary, incidental or supplementary to the NES and/or terms that have the same or substantially the same effect as provisions of the NES.

2. ETHOS STATEMENT

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

3. COMMENCEMENT DATE AND PERIOD OF OPERATION

- 3.1. This Agreement will commence operation in accordance with the Act and on Fair Work Australia advising that the Agreement has passed the Better Off Overall Test (BOOT) and will remain in force until 31 December 2012.
- 3.2. This Agreement shall remain in place until replaced by a new agreement, which has been agreed between the parties or by an individual School.

4. PARTIES BOUND

- 4.1. This Agreement binds:
 - a) Lutheran Education South Eastern Region ;

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

- b) All Schools listed in Appendix B of this Agreement; and
- c) All Employees of the Employer, except for the Principal, Director, Deputy Principal, Business Manager (however named), persons employed solely as instrumental music tutors and Pastors.

4.2. This Agreement applies to all Employees covered by the Agreement. Schedule 1 applies to Teachers and Schedule 2 applies to School Officers.

5. RELATIONSHIP TO AWARDS

This Agreement is a complete document containing the terms and conditions of employment, including relevant Award terms.

6. DEFINITIONS

Act	means the <i>Fair Work Act (Cth) 2009</i>
Awards	means the following: <ul style="list-style-type: none"> ▪ <i>Educational Services (Schools) General Staff Award 2010</i> ▪ <i>Educational Services (Teachers) Award 2010</i> Or any other award applicable to any Employee immediately prior to the commencement of the Agreement.
Casual Employee	means an Employee employed pursuant to clause 12.7 of this Agreement.
Continuous Service	Continuity of service includes all service for which paid leave was applicable. Paid leave includes, but is not limited to personal leave (sick leave, infectious diseases leave, carer's leave and compassionate leave), school holidays, annual leave, long service leave, qualification conferral leave and leave during which accident make up payments are being received by the Employee. Periods of unpaid leave do not count as service, except at the discretion of the employer. Periods of unpaid leave do not break service.
Employee	means a person covered by this Agreement
Employer	means the authority responsible for the conduct of LESER for head office employees and the Schools listed in Appendix B for employees in individual schools
Experience	Means experience of teaching after achieving the qualifications necessary for registration as a Teacher and will be deemed to have commenced at the date on which a 'qualified' person first receives a teaching appointment.
FWA	means Fair Work Australia
Fixed Term Employee	means an Employee employed pursuant to clause 12.6 of this Agreement.
Full Time Employee	means an Employee employed pursuant to clause 12.4 of this Agreement.

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

Immediate Family	<p>Means</p> <ul style="list-style-type: none"> ▪ a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the Employee. A de facto spouse means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and ▪ a child or an adult child (including an adopted child, a step child or an ex-nuptial child), a parent, a grandparent, grandchild or sibling of the Employee or spouse or de facto spouse of the Employee
NES	means the National Employment Standards
Part Time Employee	means an Employee employed pursuant to clause 12.5 of this Agreement.
Permission to Teach	means a person who is granted Permission to Teach as defined by Victorian Institute of Teaching.
Principal	means the Principal of a School listed in Appendix B or his or her nominee
School	means a School listed in Appendix B of this Agreement
School Assistant	means a school officer engaged as a teacher aide, integration aide, or an assistant, technician or coordinator in a library, laboratory or audio visual centre, as at the commencement of this Agreement.
School Officers	means a non-teaching employee defined under clause 4.1(c) of this Agreement covered by the classification structure in clause 50 of this Agreement.
School Year	means the twelve months from 1 January each year
Teacher	<p>means a person who holds Full or Provisional Registration; or Permission to Teach granted by the Victorian Institute of Teaching and is employed to teach and includes the following examples:</p> <ul style="list-style-type: none"> • a classroom teacher • a qualified teacher librarian • a person employed as an Early Childhood teacher, • a person who has Permission to Teach granted by the Victorian Institute of Teaching and is employed in the School's programs for instrumental music sport, religious instruction, drama, VET in Schools and Languages Other Than English Program, <p>but does not include a person employed as a Principal or Deputy by whatever name called.</p>

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

7. INDIVIDUAL FLEXIBILITY

- 7.1. Notwithstanding any other provision of this Agreement, the Employer and an individual Employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the Employer and the individual Employee. The terms the Employer and the individual Employee may agree to vary the application are those concerning:
 - 7.1.1. arrangements for when work is performed;
 - 7.1.2. overtime rates; and
 - 7.1.3. penalty rates;.
- 7.2. The Employer and the individual Employee must have genuinely made the agreement without coercion or duress. The Employee is entitled to be accompanied if the Employee so wishes by a representative.
- 7.3. The agreement between the Employer and the individual Employee must:
 - 7.3.1. be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
 - 7.3.2. result in the Employee being better off overall than the Employee would have been if no individual flexibility agreement had been agreed to.
- 7.4. The agreement between the Employer and the individual Employee must also:
 - 7.4.1. be in writing, name the parties to the agreement and be signed by the Employer and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
 - 7.4.2. state each term of this Agreement that the Employer and the individual Employee have agreed to vary;
 - 7.4.3. detail how the application of each term has been varied by agreement between the Employer and the individual Employee;
 - 7.4.4. detail how the agreement results in the individual Employee being better off overall in relation to the individual Employee's terms and conditions of employment; and
 - 7.4.5. state the date the agreement commences to operate.
- 7.5. The Employer must give the individual Employee a copy of the agreement and keep the agreement as a time and wages record.
- 7.6. Except as provided in clause 7.4.1 the agreement must not require the approval or consent of a person other than the Employer and the individual Employee.
- 7.7. An Employer seeking to enter into an agreement must provide a written proposal to the Employee. Where the Employee's understanding of written English is limited the Employer must take measures, including translation into an appropriate language, to ensure the Employee understands the proposal.

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

- 7.8. The agreement may be terminated:
- 7.8.1. by the Employer or the individual Employee giving four weeks notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - 7.8.2. at any time, by written agreement between the Employer and the individual Employee.
- 7.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between a Employer and an individual Employee contained in any other term of this Agreement.

8. INTRODUCTION OF CHANGE

- 8.1. 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 must notify the Employees who may be affected by the proposed changes and their representative or representatives, if any.
- 8.2. ‘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, promotion 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 Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- 8.3. The Employer must discuss with the Employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1, the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees and must give prompt consideration to matters raised by the Employees and/or their representatives in relation to the changes.
- 8.4. The discussions must commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 8.1.
- 8.5. For the purposes of such discussion, the Employer must provide in writing to the Employees concerned and their representatives, if any, 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 no Employer is required to disclose confidential information the disclosure of which would be contrary to the Employer’s interests.

9. DISPUTE RESOLUTION PROCEDURE

- 9.1. In the event of a dispute about a matter under the Agreement, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

Employee or Employees concerned and more senior levels of management as appropriate.

- 9.2. If a dispute about a matter arising under this Agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to FWA.
- 9.3. The parties may agree on the process to be used by FWA including mediation, conciliation and consent arbitration.
- 9.4. Where the matter in dispute remains unresolved FWA may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 9.5. An Employee or Employer may appoint another person, organisation or association to accompany and/or represent them for the purpose of this clause.
- 9.6. Where the dispute resolution procedure is conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation an Employee must not unreasonably fail to comply with a direction of the Employer to perform work, whether at the same or another workplace, that is safe and appropriate for the Employee to perform.

10. CONSULTATION

- 10.1. The parties to this Agreement are committed to co-operation and consultation as part of the culture of Lutheran Schools. The parties also accept that according to the authority and responsibility structures of Lutheran Schools, final decision making remains the prerogative of each school's governing council as exercised through its head or Principal of the school. However, in coming to decisions, each head or Principal is committed to a process of consultation with Employees. The parties recognise effective consultation enhances planning, prevents disputes and improves employee morale, benefiting both Schools and Employees. In committing to effective consultation the parties acknowledge the requirements of an atmosphere of mutual trust and co-operation.
- 10.2. The overall purpose of consultative mechanisms is to provide an environment for greater two-way communication and in doing so, establish consultative mechanisms in which employees are able to participate in discussions on matters which affect their wellbeing, work practices, organisation and structures within the school, a consultative committee may be established consisting of a suitable number of Employees and the Principal or Management (depending on School size). Such a committee will be established at the request of a quarter of Employees.
- 10.3. In the event that a committee is established, either party shall provide reasonable notice (but not less than 2 working days) of the need to hold such a meeting. An agenda will be created setting out the issues to be discussed as part of the meeting and agreed minutes will be created.

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

11. COMPLAINTS

- 11.1. The parties acknowledge that parents, students and Employees have a right to raise concerns and have them addressed by the appropriate member of staff and the parties agree that complaints should be handled objectively, with sensitivity and not in a reactive and subjective manner.
- 11.2. It is recognised that these processes will not be used for situations where the Lutheran Church's Policy and Action Plan for responding to Complaints of Sexual Abuse/Harassment is applicable or where mandatory reporting is required.

12. MODES OF EMPLOYMENT

- 12.1. The Employer may employ an Employee as a Full Time, Part Time, Fixed Term or Casual.
- 12.2. The Employer may direct an Employee to perform such duties as are within the limits of the Employee's skill, competence and training.
- 12.3. All Employees shall receive a letter of appointment setting out the mode of employment and any other relevant conditions of employment.
- 12.4. Full Time Employees
 - 12.4.1. The Employer may engage an Employee on a Full Time basis in accordance with this Agreement.
- 12.5. Part Time Employee
 - 12.5.1. The Employer may employ an Employee on a Part Time basis in accordance with this Agreement.
 - 12.5.2. A Part Time Employee is entitled to receive all entitlements under this Agreement on a pro rata basis.
 - 12.5.3. At the time of engagement, the Employer and the Employee will agree in writing on a regular pattern of hours, specifying the number of hours worked each day, the days of the week the Employee will work, the number of weeks of the School Year the Employee will work and starting and finishing times each day. This may be varied by agreement between the Employer and the Employee and any such variation is to be recorded in writing.
 - 12.5.4. Part Time Employees with a time fraction of 40% or less will need to work for two years prior to becoming eligible to move through the salary classifications in the relevant schedules.
- 12.6. Fixed Term Employee
 - 12.6.1. The Employer may employ an Employee to work on either a Full Time or Part Time basis for a fixed period of time to replace another Employee or to work for a specified period of time or to complete a task for which funding has been made available or which is for a limited period of operation.

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

- 12.6.2. Except for clauses 23, 26 and 28 of this Agreement, a Fixed Term Employee is entitled to the benefits of this Agreement on a pro rata basis.
- 12.6.3. Before employing a Fixed Term employee on a replacement basis, the Employer will inform the Fixed Term Employee of:
- The temporary nature of the employment;
 - The benefits which are applicable under this Agreement;
 - The rights of any Employee being replaced.
- 12.6.4. The termination of employment of a Fixed Term Employee will be by the expiry of the period of employment or in accordance with the appropriate notice of termination provisions in clauses 16 and 27.
- 12.6.5. A Fixed Term Employee is not entitled to redundancy under this Agreement where the contract is terminated because the Employee being replaced returns from leave earlier than originally notified by the Employee or where the Employee is dismissed for reasons relating to the Employee's conduct or performance.
- 12.6.6. A Fixed Term Employee will be entitled to redundancy under this Agreement where that Employee has been on consecutive fixed term contracts or a series of consecutive fixed term contracts for a period of five consecutive years or more and the Employee is not offered a subsequent contract or ongoing employment.
- 12.7. Casual Employee
- 12.7.1. The Employer may employ an Employee to work on a casual basis in accordance with this Agreement.
- 12.7.2. A Casual Employee is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by the Employer in accordance with the Employer's requirements without the requirement of prior notice by the Employer or the Employee but does not include an Employee who could properly be classified as a Full Time or Part Time Employee under clause 12.4 and 12.5.
- 12.7.3. A Casual Employee is entitled to the appropriate hourly rate calculated as per clause 12.7.7. This rate includes a 25% loading in lieu of paid leave entitlements.
- 12.7.4. The Employer must not engage a Casual Teacher for less than a half day or a Casual School Officer for less than 2 hours on any given engagement.
- 12.7.5. An Employee employed on a casual basis is entitled to be paid to the nearest 15 minutes.
- 12.7.6. A Casual Employee is not entitled to any of the following benefits under this Agreement:
- redundancy
 - remuneration packaging
 - annual leave

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

- school holidays
- leave loading
- notice of termination of employment
- public holidays (but is entitled to penalty loading for work performed on a public holiday)
- paid personal leave
- paid parental leave
- paid compassionate leave
- accident make-up pay

12.7.7. A Casual Employee will be paid an hourly rate of pay calculated as follows:

$$\frac{\text{Weekly salary for 1}^{\text{st}} \text{ year for the appropriate grade}}{38} \times 1.25$$

12.7.8. A Casual Employee is entitled to unpaid carer's leave and unpaid parental leave, where eligible.

12.7.9. An Employer must not employ a Casual Teacher, in such a capacity for more than four consecutive school weeks. This engagement may be extended by agreement between the Teacher and the Employer provided it does not exceed one school term.

13. INDUCTION

13.1. The induction of new Employees is important and induction processes are to be in place at each School.

14. STATEMENT OF SERVICE

14.1. Upon termination of employment, the Employer will provide a statement of service, upon request from the Employee, specifying the period of employment and the classification of, or type of work, performed by the Employee together with any additional duties or responsibilities performed by the Employee.

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

PART 2: CONDITIONS OF EMPLOYMENT FOR ALL EMPLOYEES COVERED BY THE AGREEMENT

15. STATEMENT OF DUTIES AND ALLOCATION OF WORK

- 15.1 All Employees will be provided with an annual statement of duties prior to the forthcoming School Year, where a change in job has occurred.
- 15.2 Where operationally possible, a School will timetable classes to take into account local and personal needs.

16. PROBATIONARY PERIOD

- 16.1. An Employee's employment is contingent upon the satisfactory completion of a three month probationary period.
- 16.2. If the Employer is to terminate the employment of an Employee during the first three months of the Employee's employment, the Employer does not need to provide the relevant notice of termination in clause 27 and does not need to comply with any due process or performance management policies procedures in place from time to time.
- 16.3. If the Employer is to terminate the Employee within the first three months of the Employee's employment commencing, the Employee is entitled to one week's notice or one week's salary in lieu of notice.
- 16.4. If the Employee is to resign within the first three months of the Employee's employment commencing, then the Employee is required to give one week's notice to the Employer.

17. REMUNERATION PACKAGING

- 17.1 Upon receiving a written election for a remuneration packaging arrangement from the Employee and provided there is no additional cost to the Employer, the Employer is prepared to offer the Employee the opportunity to receive part of the Employee's remuneration in the form of non-cash benefits in line with Employer policy, legislation and Australian Taxation Office rulings until otherwise advised.
- 17.2 Any arrangement between the Employer and the Employee in relation to remuneration packaging will be entered into by way of a subsidiary agreement varying the Employee's conditions of employment.
- 17.2 In the event that an Employee enters into such an arrangement, it is agreed that the arrangement is a variation on the pay Schedules under this Agreement and there is no breach of the pay Schedules.

18. SUPERANNUATION

The Employer currently makes an employer superannuation contribution, in accordance with the Superannuation Guarantee legislation contribution rate (currently 9%), to a complying superannuation fund nominated by the Employee. Should the Employee not nominate a

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

complying superannuation fund for this purpose, the contribution will be made to the Lutheran Super ABN 93 371 348 387 as the nominated default fund.

19. PAYMENT ARRANGEMENTS

An Employee's salary will be paid by credit transfer to the Employee's nominated financial institution account on a fortnightly or monthly basis.

20. ANNUAL LEAVE LOADING

20.1. An Employee who has given service for which salary has been received throughout the School Year is entitled to a leave loading of 17.5% on a maximum of four weeks leave to be paid in the first December pay period of each year.

20.2. An Employee in receipt of all school holidays who is employed for part only of a School Year is entitled to be paid leave loading as follows:

$$\frac{17.5\% \text{ of number of working weeks} \\ \text{(excluding paid holidays)}}{\text{Number of school's term weeks}} \times 4 \times \frac{\text{Annual rate of pay}}{52.18}$$

20.3. An Employee in receipt of 4 weeks annual leave is entitled to leave loading as follows:

$$\frac{17.5\% \text{ of number of working weeks} \\ \text{(excluding paid holiday periods)}}{48} \times 4$$

times the weekly rate of pay applicable on 1 December of that year, or when employment is terminated prior to that date, at the weekly rate of pay applicable at the time of termination of employment.

20.4. Annual Leave Loading is payable on termination of employment.

21. PERSONAL LEAVE

21.1. Entitlement

Personal leave is in accordance with the NES as amended from time to time, except where more favourable terms are provided in this Agreement.

21.1.1. Paid personal leave is available to an Employee when the Employee is absent:

- a) due to personal illness or injury; or
- b) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care or support due to an unexpected emergency.

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

21.1.2. A Full Time Employee is entitled to fifteen days of paid personal leave in each year of service. A Part Time Employee is entitled to paid personal leave on a pro rata basis based on the Employee's specified hours. This leave is cumulative.

21.2. Sick Leave

21.2.1. An Employee is entitled to access personal leave entitlements where the Employee is unable to perform the Employee's duties by reason of personal illness or injury.

21.2.2. An Employee must, as soon as reasonably practicable, inform the Employer of the Employee's inability to attend for duty and state the general nature of the injury or illness and the estimated duration of the absence. If it is not reasonably practicable to inform the Employer during the ordinary hours of the first day of such absence, the Employee will inform the Employer as soon as reasonably possible of such absence.

21.2.3. Evidence supporting claim

An Employee is entitled to sick leave provided that:

(a) the Employee produces satisfactory evidence to the Employer (a medical certificate, for example, is satisfactory evidence) for any absence of more than two consecutive days;

(b) if so required by the Employer, the Employee must provide evidence satisfactory to the Employer, such as a medical certificate, for any absence contiguous with a holiday to which the Employee is entitled and which would not otherwise require the production of a certificate or

(c) the Employee produces a reasonable evidence satisfactory to the Employer, such as a medical certificate where the number of days of paid sick leave already taken without the production of a medical certificate or other evidence satisfactory to the Employer exceed five days in the one year.

21.2.4. Sick leave whilst on long service leave

An Employee is entitled to sick leave whilst on long service leave if the Employee can produce a medical certificate from a doctor stating that the Employee was sick during the period and stating the duration of the illness.

21.3. Carer's Leave

21.3.1. An Employee is entitled to use the Employee's personal leave to care for members of the Employee's Immediate Family or household who are sick or require care and support or who require care or support due to an unexpected emergency.

21.3.2. An Employee is not entitled to take leave for this purpose where another person has taken leave to care for the same person.

21.4. Notice required for personal leave to care for someone

21.4.1. When taking leave the notice must include:

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

- the name of the person requiring care and support;
- and the person's relationship to the Employee;
- the reasons for taking such leave; and
- the estimated length of absence.

21.4.2. If it is not practicable for the Employee to give prior notice of absence, then the Employee must notify the Employer by telephone of such absence at the first opportunity on the day of absence.

21.5. Evidence supporting claim

21.5.1. The Employee must, if required by the Employer, provide satisfactory evidence of the need to take the personal leave.

21.6. Unpaid carer's leave

21.6.1. Where an Employee has exhausted all paid personal leave entitlements, the Employee is entitled to a period of up to two days unpaid carer's leave for each occasion to care for members of the Employee's immediate family or household who are ill or injured and require care or support or who require care due to an unexpected emergency.

21.6.2. This leave may be taken in a single, unbroken period of up to two days or any separate periods to which the Employee and the Employer agree.

21.6.3. The Employee is only entitled to unpaid carer's leave if the Employee has complied with the notice and documentation requirements in clause 21.4 and 21.5 of this Agreement.

21.7. Compassionate Leave

Compassionate leave is in accordance with the NES as amended from time to time, except where more favourable terms are provided in this Agreement.

21.7.1. An Employee may take three days paid leave per occasion when a member of the Employee's Immediate Family or household dies; and two days' per occasion when the Employee's Immediate Family or household member contracts or develops a personal injury or illness that poses a serious threat to life.

21.7.2. This leave may be taken in a single unbroken period or separate periods of one day or as agreed by the Employer and the Employee.

21.7.3 An Employee is entitled to compassionate leave only if the Employee gives the Employer any evidence that the Employer reasonably requires of the illness, injury or death.

22. INFECTIOUS DISEASES LEAVE

22.1. An Employee who is suffering from one of the following infectious diseases will be granted special leave without deduction of pay where the Principal is satisfied on

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

medical advice that the Employee has contracted the disease through a contact at the School and the disease is evident in the School:

- German measles
- Chickenpox
- Measles
- Mumps
- Scarlet fever
- Whooping cough
- Rheumatic fever
- Hepatitis
- SARS, bird flu or swine flu.

22.2. The Employee must, at the request of the Employer, produce a medical certificate from a registered medical practitioner which specifically names the disease as soon as is reasonably practicable.

23. PARENTAL LEAVE

Parental leave is in accordance with the NES as amended from time to time, except where more favourable terms are provided in this Agreement. Additional information in relation to parental leave is set out in clause 54 (Appendix A) to this Agreement.

23.1. Unpaid Entitlement

23.1.1 After twelve months' continuous service, parents are entitled to a combined total of 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For females, maternity leave may be taken and for males, paternity leave may be taken. Adoption leave may be taken in the case of adoption. A period of parental leave does not break an Employee's continuity of employment but it does not count as service.

23.1.2 Parental leave does not count for the purpose of accrual of any benefits or entitlement under this Agreement, including long service leave pursuant to the *Long Service Leave Act 1992 (Vic.)*.

23.2. Paid Parental leave

23.2.1 A female Employee who qualifies for unpaid parental leave is entitled to a paid portion of 14 weeks for the period that would otherwise be unpaid at the ordinary rate of pay commencing when the period of parental leave commences.

23.2.2 In order for a female Employee to access a second or subsequent period of paid parental leave, the Employee must have returned to work for a period of 52 weeks.

23.2.3 A non primary care giver who qualifies for unpaid parental leave is entitled to payment at the ordinary rate of pay for up to five days of paternity or adoption leave that would otherwise have been unpaid leave. The days do not have to

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

be taken as consecutive days provided the leave is taken within fourteen weeks of the birth, or placement, of the child.

24. LEAVE WITHOUT PAY

- 24.1. All Employees may apply for leave without pay. Leave without pay may be granted at the discretion of the Principal.

25. PUBLIC HOLIDAYS

- 25.1. All Employees are entitled to public holidays as gazetted by the relevant State Government from time to time.
- 25.2. By agreement between the Employer and the majority of Employees, an alternative day may be taken as the public holiday in lieu of any of the gazetted days.

26. ACCIDENT MAKE-UP PAY

- 26.1. Where an Employee is incapacitated for work by reason of a work-related injury or illness and becomes entitled to receive weekly payments under the *Accident Compensation Act 1985 (Vic)*, the Employer must pay to the Employee the difference between such weekly payments and the normal remuneration of the Employee for a period or periods in the aggregate of up to 39 weeks in respect of each such injury or illness but only for so much of that period as the Employee remains employed by the Employer.
- 26.2. If an Employee is absent from work because of a personal illness or injury, for which the Employee is receiving compensation payments pursuant to the *Accident Compensation Act 1985 (Vic)*, then the Employee does not accrue the following entitlements under this Agreement or under the Act (where relevant) for the duration of any such absence:
- (a) annual leave; or
 - (b) paid personal/carer's leave.

27. TERMINATION OF EMPLOYMENT

- 27.1. Notice of Termination - Teachers
- 27.1.1. Where the Employer wishes to terminate the employment of a Teacher, 7 weeks notice wholly within the one school term, or full payment in lieu, will be provided to the Teacher.
- 27.1.2. The period of notice in this clause does not apply:
- to Fixed Term Teachers where the date of cessation of employment is stated at the time of appointment; and
 - to Teachers employed as a Casual Teacher.

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

27.1.3. Payment in lieu of notice is calculated by taking the amount of salary a Teacher would have received by working during the notice period if the Teacher's employment had not been terminated.

27.1.4. A Teacher must provide the Employer with the same notice period.

27.1.5. Subject to financial obligations imposed on the Employer by any governing legislation, the Employer has the right to withhold monies and benefits to a maximum amount equal to the ordinary time rate of pay for the period of notice not given.

27.2. Notice of Termination – School Officers

27.2.1. Four weeks notice in writing will be given by the Employer of the intention to terminate a School Officer's employment, or full payment in lieu of notice will be given. Where a School Officer is entitled to school holidays, such notice will be given wholly within the one school term.

27.2.2. If notice is given by a School Officer a minimum of four weeks notice in writing will be given. Where a School Officer is employed on a term time only basis such notice will be given wholly within the one school term.

27.2.3. Subject to financial obligations imposed on the Employer by any governing legislation, if a School Officer fails to give the full amount of notice the Employer will have the right to withhold monies due to the School Officer with a maximum amount equal to the ordinary time rate of pay for the period of notice not given.

27.2.4. In addition to the notice in clause 27.2.1, School Officers over 45 years of age at the time of being given notice with not less than two years continuous service will be entitled to an additional week's notice.

27.2.5. In calculating any payment in lieu of notice the wages a School Officer would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated will be used.

27.2.6. The period of notice in this clause does not apply:

- to Fixed Term School Officer where the date of cessation of employment is stated at the time of appointment; and
- to a Casual School Officer.

27.3. Summary Dismissal

The services of an Employee may be terminated without notice where that Employee is guilty of serious neglect of duty, wilful misconduct or serious misrepresentation.

28. REDUNDANCY

28.1. Discussion before termination

28.1.1. Where the Employer has made a definite decision that it no longer wishes the job the Employee has been doing done by anyone and this is not due to the

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

ordinary and customary turnover of labour and that decision may lead to termination of employment, the Principal will hold discussions with Employee(s) directly affected.

28.1.2. The discussions will take place as soon as is practicable after the decision has been made and will include any reasons for the proposed terminations, the number and categories of Employees likely to be affected, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the Employees concerned. Employees may invite an accompanying person to represent them in these discussions.

28.1.3. The Principal will not be required to disclose confidential information during these discussions the disclosure of which would be inimical to the Employer's interests.

28.2. Transfer to lower paid duties

Where an Employee is transferred to lower paid duties for reasons set out above the Employee will be entitled to the same period of notice of transfer as he or she would have been entitled to if his or her employment had been terminated. The Employer may, at its discretion, 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 for the number of weeks of notice still owing.

28.3. Severance Pay

The severance payments for all Employees will be in accordance with the following:

Period of Continuous Service	Severance Pay (under 45 years of age)
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	6 weeks pay
3 years and less than 4 years	7 weeks pay
4 years and less than 5 years	8 weeks pay
5 years and over	2 weeks pay for every year of completed service with a pro rata for a partly completed year (maximum is 26 weeks pay)

* *"Weeks pay" means the ordinary time rate of pay for the employee concerned*

For the purposes of this clause, continuous service will be calculated to include all service for which paid leave was applicable but will not include any period of unpaid leave except at the discretion of the Employer.

28.4. Leaving during notice

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

An Employee, whose employment is terminated for reasons of redundancy, may terminate his or her employment during the period of notice and, if so, will be entitled to the same benefits and payments under clause 28.3 had he or she remained with the Employer until the expiry of such notice. In such circumstances the Employee will not be entitled to payment in lieu of notice.

28.5. Alternative employment

The Employer, in a particular redundancy case, may vary the general redundancy pay prescription if it obtains acceptable alternative employment for an Employee acceptable to that Employee.

28.6. Time off during notice period

- a) During the period of notice of termination an Employee will 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 may be required to produce proof of attendance at an interview or he or she may not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

29. SALARY AND CLASSIFICATIONS

29.1. Schedule 1 sets out the rates of pay and classifications for Teachers.

29.2. Schedule 2 sets out the rates of pay and classifications for School Officers.

29.3. Classifications and progression through the salary scale are shown in Schedules 1 and 2.

30. DEFFERED SALARY SCHEME

An Employer and an Employee may agree to enter into a sabbatical leave arrangement in accordance with a Staff Sabbatical Scheme. In the event that an Employee enters into such a scheme, it is agreed that the scheme is a variation on the pay Schedules under this Agreement and there is no breach of the pay Schedules.

31. LONG SERVICE LEAVE, PORTABILITY OF LEAVE AND OTHER LEAVE

31.1. Portability of Leave

Accrued personal leave, annual leave and long service leave are fully transferable between Lutheran Schools in the South East Region under the auspices of the Employer in the following circumstances:

- The termination of employment was effected by the resignation of the Employee or the termination of employment was due to redundancy; and
- The Employee commences employment with another Lutheran School in Australia within three months of the date of the termination of employment.

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

- Any entitlement on resignation or redundancy has not been paid out to the employee upon leaving.
- 31.2. Examination Leave
An Employee will be granted leave with pay to attend compulsory examinations in an approved relevant course of study.
- 31.3. Qualification Conferral Leave
An Employee will be granted leave with pay for up to one day for the purpose of having a degree/diploma or other qualification conferred in an approved relevant course of study.
- 31.4. Long Service Leave
An Employee is entitled to long service leave on ordinary pay in accordance with the NES unless more favourable terms are specified in this Agreement.
- 31.4.1. From 1 January 2010, long service leave entitlements will be accrued at the rate of 1.3 weeks per year of service and an Employee is entitled to long service leave of 9.1 weeks upon the completion of seven years of continuous employment. Entitlements accrued prior to 1 January 2010 will remain accrued as per the Long Service Leave Act 1992 (Vic).
- 31.4.2. From 1 January 2010, an Employee will be entitled to a prorata payment upon the cessation of employment after 7 years of service. Entitlements accrued prior to 1 January 2010 will remain accrued as per the Long Service Leave Act 1992 (Vic).
- 31.4.3. The 1 January 2010 date in clauses 31.4.1 and 31.4.2 do not apply to any Teachers or School Assistants employed at Luther College prior to 1 January 2010.
- 31.4.4. The timing of taking of long service leave will be negotiated between the Principal and the Employee for mutual advantage.
- 31.4.5. Long service leave will normally be taken in term lengths and will ordinarily be taken within twelve months of entitlements falling due following seven years of service.
- 31.4.6. Long service leave will not accrue with respect to any period of leave without pay or unpaid parental leave.
- 31.4.7. An Employee whose service has been all Full Time or at the same Part Time fraction, is paid during long service leave at the Employee's normal salary.
- 31.4.8. An Employee whose time fraction has varied during service is paid at a proportionate rate during long service leave. This rate is determined by calculating an average of the Employee's time fractions over the period of eligible service.
- 31.5. Cashing out of Long Service Leave
- 31.5.1. An Employee may make a written request to cash out an amount of long service leave where the employee has 10 years or more of service. Only

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

amounts in excess of 5 weeks may be cashed out. It is at the sole discretion of the Employer to grant this request or not.

32. DUE PROCESS

- 32.1. Where the Employer has concerns with the performance or conduct of an Employee, the Employer shall, in the first instance, hold discussions with the Employee. The Employee shall have the right to be accompanied by a representative, including a union representative. Should these discussions fail to resolve the Employer's concerns about the conduct or performance of the Employee, this Due Process procedure shall be applied.
- 32.2. Due Process will commence with the Employer advising the Employee in writing of:
- the Employer's concerns with the employee's conduct or performance;
 - the time date and place of the first due process meeting;
 - the Employee's right to be represented at all due process meetings by a person of the employee's choice;
 - the Employer's right to terminate the employment should Due Process not resolve the Employer's concerns.
- 32.3. At the initial meeting, the Employee shall be given an opportunity to seek clarification of any points raised in the Employer's letter, and the parties shall attempt to reach agreement on an appropriate timeline for the total process and the times and dates for the holding of review meetings.
- 32.4. Due Process meetings will:
- include discussion of the Employer's concerns with the Employee's conduct or performance;
 - give the Employee an opportunity to respond to the Employer's concerns;
 - include discussion of any counselling, training or assistance (as appropriate) available to the Employee;
 - set appropriately timed periods of review;
- 32.5. Due Process shall, in accordance with the timeline, result in a decision to conclude the process, an extension to the process, or the termination of the Employee's employment. If, following Due Process, the Employer's decision is to terminate the employment, the Employer must give notice in accordance with the relevant clause (being clause 27.1 and 27.2) of this Agreement.
- 32.6. This clause does not apply during the probationary period or in the case of summary dismissal under clause 27.3.

33. PROFESSIONAL LEARNING

- 33.1. The Employer is committed to a process of life long learning and development in partnership with Employees.

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

33.2. An Employee is required to develop and follow an approved Professional Development plan as in place from time to time.

34. UNION RECOGNITION

34.1. The Employer is committed to fostering a good and lasting working relationship with the relevant Union(s) and will discuss matters with the Union(s) as appropriate from time to time.

EXECUTED as an agreement this day of 2010.

Signed for and on behalf of

[insert]

in the presence of:

Reason for being able to sign:

Signed for and on behalf of

[employee representative]

in the presence of:

Reason for being able to sign:

**Lutheran Education South Eastern Region Multi Employer
Enterprise Agreement 2010**

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

Schedule 1 - CONDITIONS OF EMPLOYMENT FOR TEACHERS

35. CLASSIFICATIONS, SALARY AND TERMS AND CONDITIONS

- 35.1. This Schedule sets out salary, classifications, terms and conditions specific to Teachers.

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

36. HOURS OF WORK AND ANNUAL LEAVE

- 36.1. Notwithstanding the NES, and due to operational requirements of a School, the ordinary hours of a Teacher may be averaged over a period agreed between the parties. No Teacher shall be required to perform an unreasonable, unfair or excessive workload.
- 36.2. School holidays will be not less than the periods mandated by the Victorian Government. The Employer will announce the periods of school holidays for each year prior to the commencement of that School Year.
- 36.3. A Teacher is entitled to school holidays without deduction of pay. School holidays are deemed to include annual leave.
- 36.4. The Employer may reduce a Teacher's entitlement to school holidays where a Teacher has taken unpaid leave in excess of ten working days in any school year pursuant to clause 21 (Personal Leave) or clause 24 (Leave Without Pay). This will be calculated as per the formula contained in clause 36.7.
- 36.5. Where a Teacher's entitlement to paid school holidays has been reduced pursuant to clause 36.4, the period which but for that reduction would have been paid school holidays will be unpaid leave (other than unpaid leave pursuant to clauses 21 and 24) and will be counted as service for all purposes of the agreement.
- 36.6. A Part Time Teacher is paid during school holidays on the same proportionate basis as the Teacher's annual salary is calculated.
- 36.7. A Teacher who is employed for part only of a School Year will be paid a pro rata holiday entitlement at the rate of pay applicable at the time the school holidays or at the time that employment is terminated and will be calculated as per the following formula:

$$P = \frac{s \times c}{b} - D$$

P is the payment due

s is the total salary paid in respect of term weeks, or part thereof, since the school service date or the date of employment in circumstances where the employee has been employed by the employer since the school service date.

b is the number of term weeks, or part thereof in the school year

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

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

- 36.8. Public holidays that occur during a period of leave for Teachers do not create an additional entitlement.

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

- 36.9. The Employer will set out in writing a Part Time Teacher's time fraction upon the engagement of the Teacher and at any other time when a variation occurs.
- 36.9.1. For Part Time a Teacher, the pro rata basis will be calculated by dividing the number of face-to-face teaching hours by 18 hours per week for a secondary Teacher and 23 hours per week for a primary Teacher.
- 36.9.2. Face to face teaching for a Part Time Teacher shall include all scheduled classes allocated to the Teacher whether that class consists of a single student or group of students.
- 36.9.3. A Part Time Teacher will undertake a proportionate number of associated duties normally expected of a Full Time Teacher.

37. SALARY

- 37.1. A Teacher is entitled to the following salary amounts depending on the Teacher's classification:

Level	1 January 2010	1 January 2011	1 January 2012
1	\$55,231	\$56,888	\$58,594
2	\$57,841	\$59,576	\$61,363
3	\$60,089	\$61,892	\$63,749
4	\$61,802	\$63,656	\$65,566
5	\$63,563	\$65,470	\$67,434
6	\$65,376	\$67,337	\$69,358
7	\$67,506	\$69,531	\$71,617
8	\$69,710	\$71,802	\$73,956
9	\$71,870	\$74,026	\$76,247
10	\$77,450	\$79,773	\$82,167
11	\$80,072	\$82,474	\$84,949

- 37.2. A Teacher performing a position of responsibility is entitled to the following additional amounts:

	1 January 2009	1 January 2010	1 January 2011	1 January 2012
Category A+ – Level 1	\$7,183	\$7,406	\$7,628	\$7,857
Category A+ – Level 2	\$4,735	\$4,882	\$5,078	\$5,230
Category A+ – Level 3	\$2,367	\$2,441	\$2,514	\$2,580
Category A – Level 1	\$6,540	\$6,736	\$6,938	\$7,146
Category A – Level 2	\$4,300	\$4,429	\$4,562	\$4,699
Category A – Level 3	\$2,150	\$2,215	\$2,281	\$2,349

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

Category B – Level 1	\$5,080	\$5,232	\$5,389	\$5,551
Category B – Level 2	\$3,390	\$3,492	\$3,596	\$3,704
Category B – Level 3	\$1,690	\$1,741	\$1,793	\$1,847
Category C – Level 1	\$4,130	\$4,254	\$4,382	\$4,513
Category C – Level 2	\$2,580	\$2,657	\$2,737	\$2,819
Category C – Level 3	\$1,040	\$1,071	\$1,103	\$1,136

Category A+ >1100 students

Category A 601-1099 students

Category B 300-600 students

Category C 100-299 students

Level 1 Positions of Responsibility including management of a major department or pastoral care or educational leadership position of equivalent status.

Level 2 Positions of Responsibility such as medium learning area department heads, additional responsibilities such as co-ordination of a School publication, sports co-ordinator or similar responsibilities.

Level 3 Positions of Responsibility such as small learning area department heads, additional responsibilities such as co-ordination of a School publication, sports co-ordinator or similar responsibilities.

The assignment of a position to a particular level in this clause will reflect the graduation of responsibilities exercised in each School, whether administrative, pastoral care or educational leadership, with Level 1 being the most significant level of responsibility.

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

37.3. A Teacher progresses through the salary scale on the anniversary of the Teacher's appointment.

37.4. A Casual Teacher is entitled to the following rates of pay:

	1 January 2010	1 January 2011	1 January 2012
Half Day	\$131.50	\$135.00	\$139.00
Daily maximum	\$263.00	\$270.00	\$278.00

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

SCHEDULE 2 – SCHOOL OFFICERS

38. RATES OF PAY FOR SCHOOL OFFICERS

38.1. A School Officer entitled to 4 weeks annual leave is entitled to the following rates of pay depending on the School Officer's classification:

Level	1 January 2010	1 January 2011	1 January 2012
1.1	\$31,500	\$32,445	\$33,418
1.2	\$32,250	\$33,218	\$34,214
1.3	\$33,000	\$33,990	\$35,010
1.4	\$33,750	\$34,763	\$35,805
1.5	\$34,500	\$35,535	\$36,601
1.6	\$35,250	\$36,308	\$37,397
2.1	\$36,200	\$37,286	\$38,405
2.2	\$37,200	\$38,316	\$39,465
2.3	\$38,200	\$39,346	\$40,526
2.4	\$39,200	\$40,376	\$41,587
2.5	\$40,200	\$41,406	\$42,648
2.6	\$41,200	\$42,436	\$43,709
3.1	\$42,500	\$43,775	\$45,088
3.2	\$43,600	\$44,908	\$46,255
3.3	\$44,700	\$46,041	\$47,422
3.4	\$45,800	\$47,174	\$48,589
3.5	\$46,900	\$48,307	\$49,756
3.6	\$48,000	\$49,440	\$50,923
4.1	\$48,600	\$50,058	\$51,560
4.2	\$49,800	\$51,294	\$52,833
4.3	\$51,000	\$52,530	\$54,106
4.4	\$52,200	\$53,766	\$55,379
4.5	\$53,400	\$55,002	\$56,652
4.6	\$54,600	\$56,238	\$57,925
5.1	\$55,000	\$56,650	\$58,350
5.2	\$56,200	\$57,886	\$59,623
5.3	\$57,400	\$59,122	\$60,896
5.4	\$58,600	\$60,358	\$62,169
5.5	\$59,800	\$61,594	\$63,442
5.6	\$61,000	\$62,830	\$64,715
6.1	\$61,500	\$63,345	\$65,245
6.2	\$62,850	\$64,736	\$66,678
6.3	\$64,200	\$66,126	\$68,110
6.4	\$65,550	\$67,517	\$69,542
6.5	\$66,900	\$68,907	\$70,974
6.6	\$68,250	\$70,298	\$72,406

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

- 38.2. A School Officer, other than a School Assistant, entitled to leave without pay during non-term weeks will be entitled to an adjusted annual salary as follows:

$$A = C \times \frac{\text{working weeks} + 4 \text{ weeks annual leave}}{52.18}$$

Where: A means the Employee's adjusted annual salary

C means the annual salary (as contained in clause 38.1) for the Employee's classification

Working weeks means the number of weeks that the Employee is required to work

- 38.3. A School Assistant entitled to school holidays is entitled to the following rates of pay depending on the School Assistant's classification. This rate of pay may be paid in equal instalments throughout the year.

Level	1 January 2010	1 January 2011	1 January 2012
1.1	\$29,077	\$29,949	\$30,848
1.2	\$29,769	\$30,662	\$31,582
1.3	\$30,462	\$31,375	\$32,317
1.4	\$31,154	\$32,088	\$33,051
1.5	\$31,846	\$32,802	\$33,786
1.6	\$32,538	\$33,515	\$34,520
2.1	\$33,415	\$34,418	\$35,450
2.2	\$34,338	\$35,369	\$36,430
2.3	\$35,262	\$36,319	\$37,409
2.4	\$36,185	\$37,270	\$38,388
2.5	\$37,108	\$38,221	\$39,368
2.6	\$38,031	\$39,172	\$40,347
3.1	\$39,231	\$40,408	\$41,620
3.2	\$40,246	\$41,454	\$42,697
3.3	\$41,262	\$42,499	\$43,774
3.4	\$42,277	\$43,545	\$44,852
3.5	\$43,292	\$44,591	\$45,929
3.6	\$44,308	\$45,637	\$47,006
4.1	\$44,862	\$46,207	\$47,594
4.2	\$45,969	\$47,348	\$48,769
4.3	\$47,077	\$48,489	\$49,944
4.4	\$48,185	\$49,630	\$51,119
4.5	\$49,292	\$50,771	\$52,294
4.6	\$50,400	\$51,912	\$53,469
5.1	\$50,769	\$52,292	\$53,861

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

5.2	\$51,877	\$53,433	\$55,036
5.3	\$52,985	\$54,574	\$56,211
5.4	\$54,092	\$55,715	\$57,387
5.5	\$55,200	\$56,856	\$58,562
5.6	\$56,308	\$57,997	\$59,737
6.1	\$56,769	\$58,472	\$60,226
6.2	\$58,015	\$59,756	\$61,549
6.3	\$59,262	\$61,039	\$62,871
6.4	\$60,508	\$62,323	\$64,193
6.5	\$61,754	\$63,606	\$65,515
6.6	\$63,000	\$64,890	\$66,837

- 38.4. A School Officer engaged on a Part Time basis is entitled to a pro-rata amount of the appropriate Full Time salary for the Employee's classification based on specified hours.

The pro rata weekly salary is calculated using the following formula:

$$\frac{\text{Total hours employed per week}}{38} \times \text{weeks worked each year} \times \text{Appropriate full-time weekly salary}$$

$$\frac{\quad}{38} \times 48.12$$

- 38.5. Casual Rate

A Casual School Officer will be paid an hourly rate of pay calculated as follows:

$$\frac{\text{Weekly salary for 1}^{\text{st}} \text{ year for the appropriate grade}}{38} \times 1.25$$

39. HOURS OF WORK

- 39.1. The ordinary hours of work shall average 38 hours per week between the hours of 7.00am and 6.00pm worked from Monday to Friday. Some Employees will work outside of ordinary hours because of the nature of their work. Where an Employee is required to work outside normal hours because of parent consultation evenings, co-curricular activities, camps etc there will be reasonable breaks during the day. No Employee shall be required to work for more than 5 hours without a half-hour break.
- 39.2. Notwithstanding clause 39.1 above, the ordinary hours of work for a gardener or groundsperson are from 6am to 6pm from Monday to Friday and 6am to 12 noon on Saturday.
- 39.3. Notwithstanding clause 39.1 above, the ordinary hours of work for a boarding house Employee (however named) shall be from Monday to Sunday and may be averaged over a period of time to be agreed between the parties. No boarding house employee

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

(however named) shall be required to perform an unreasonable, unfair or excessive workload.

- 39.4. School Officers shall be entitled to time in lieu or paid overtime for all hours worked in excess of 38 hours per week.

40. ADDITIONAL HOURS

- 40.1. Any time required by the Employer to be worked in addition to 38 hours in a week must be pre-approved in writing and a copy provided to the Employee. The Employer will also notify the Employee of the pay arrangements as per clause 40.4 and 40.5.
- 40.2. Notwithstanding clause 40.1 a School Officer in classification Levels 1 and 2 or whose salary is less than \$45,000 (before tax and superannuation) per annum may elect to be paid for additional hours instead of taking time in lieu. Such payments will be as set out in clause 40.6.
- 40.3. Arrangements for taking time in lieu must be mutually agreed between the School Officer's direct Manager and the School Officer.
- 40.4. Where Part Time Employees agree to work additional hours they will be paid at the ordinary time rate for the hours worked up to 38 hours per week and all other entitlements including leave will be adjusted accordingly to reflect the increased hours worked. Part Time Employees have the right to refuse to work additional hours.
- 40.5. As an alternative to clause 40.4, an Employer may elect to make a payment of ordinary time plus 25% for all hours worked in excess of the Employee's Part Time fraction and not adjust leave entitlements.
- 40.6. If overtime is paid it will be at the following rates:

Time worked	Overtime rate
Monday–Friday	150% of the ordinary hourly rate of pay for the first 2 hours and 200% of the ordinary hourly rate of pay after that
Saturday and Sunday	150% of the ordinary hourly rate of pay for the first 2 hours and 200% of the ordinary hourly rate of pay after that
Public holidays	250% of the ordinary hourly rate of pay

- 40.7. Time off instead of overtime must be taken as time off during ordinary hours and must be taken at the ordinary time rate. That is, an hour for each hour worked. Time will be taken within four weeks of accrual.
- 40.8. Where there is time off instead of payment under this clause, and such time has not been taken within four weeks of accrual the Employer must provide payment at the rate provided for the payment of overtime in this Agreement for any overtime worked.

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

41. BREAKS BETWEEN PERIODS OF DUTY

- 41.1. An Employee will be entitled to a minimum break of 10 consecutive hours between the end of one period of duty and the beginning of the next. This applies in relation to both ordinary hours and where overtime is worked.
- 41.2. Where an Employer requires an Employee to continue or resume work without having a 10-hour break off duty, the Employee is entitled to be absent from duty without loss of pay until a 10-hour break has been taken, or be paid at 200% of the ordinary rate of pay until released from duty.
- 41.3. The entitlements in clauses 41.1 and 41.2 do not apply to:
- a boarding supervision services Employee, where the periods of duty are concurrent with a sleepover;
 - an Employee who is provided with accommodation on the employer's premises or in the vicinity of the employer's premises;
 - an Employee who is attending a school camp or excursion; or
 - an Employee working a broken shift.

42. ROSTERED DAYS OFF

An Employer and Employee may agree that the ordinary hours of work provided by clause 39.2 will be worked over 19 days in each four week period, in which case the following provisions will apply.

- 42.1. The Employee will work 152 hours over 19 days in each four week period with one rostered day off on full pay in each such period.
- 42.2. An Employee will accrue 24 minutes for each eight hour day worked to give the Employee an entitlement to take rostered days off.
- 42.3. Each day of paid leave taken by an Employee (but not including long service leave, any period of stand-down, any public holiday or any period of absence for which workers compensation payments apply occurring during any cycle of four weeks) will be regarded as a day worked for the purpose of accruing an entitlement under clause 42.2.
- 42.4. Rostered days off will not be regarded as part of the Employee's annual leave for any purpose.
- 42.5. An Employee will not be entitled to more than 12 rostered days off in any 12 months of consecutive employment.
- 42.6. An Employee who is scheduled to take a rostered day off before having worked a complete four week cycle will be paid a pro rata amount for the time that the employee has accrued in accordance with clause 42.2.
- 42.7. An Employee whose employment is terminated in the course of a four week cycle will be paid a pro rata amount for the time that the Employee has accrued in accordance with clause 42.2.

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

- 42.8. Rostered days off will be determined by mutual agreement between the Employer and the Employee, having regards to the needs of the place of employment.
- 42.9. An Employee will be advised by the Employer at least four weeks in advance of the day on which the Employee is to be rostered off duty.

43. BREAKS

43.1. Meal break

An Employee will be entitled to an unpaid meal break of 30 minutes no later than five hours after commencing work.

43.2. Rest break

- 43.2.1. At a time suitable to the Employer, an Employee is entitled to a rest break of 10 minutes, which will be counted as time worked, for each period of three hours worked, with a maximum of two rest breaks per shift. The Employer and an Employee may agree to one rest break of 20 minutes in place of the two 10 minute rest breaks.
- 43.2.2. Notwithstanding 43.2.1 an Employee in classroom support services is entitled to one rest break of 20 minutes, which will be counted as time worked.

44. SHIFTWORK

44.1. Ordinary hours for shiftwork

The ordinary hours for shiftwork will:

- 44.1.1. be worked continuously each shift (except for broken shifts and meal breaks);
- 44.1.2. not exceed 10 hours, inclusive of a meal break in any single shift; and
- 44.1.3. be rostered in accordance with clause 44.4.

44.2. Definitions

The following shift definitions apply:

- 44.2.1. **day shift** is a shift which commences and ceases wholly within the spread of ordinary hours identified in clause 39;
- 44.2.2. **afternoon shift** is a shift which is not a day shift and which finishes after the ordinary hours identified in clause 39; and at or before midnight;
- 44.2.3. **morning shift** is a shift which commences before the ordinary hours commencement time identified in clause 39 and which finishes before or at the ordinary hours finishing time identified in that clause

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

44.2.4. **night shift** is a shift which is not a day shift and which finishes after midnight and at or before 6.00 am.

44.3. Broken shifts

44.3.1. An Employee may be rostered to work ordinary hours in a broken shift, that is a rostered shift in two periods of duty, exclusive of breaks, per day, with a minimum payment (other than for a Casual) of two hours for each period of duty.

44.3.2. An Employee, other than a Casual, required to work a broken shift will be paid at the ordinary time rate plus a penalty of 15% of the ordinary time rate.

44.3.3. The maximum spread between the start of the first period of duty and cease of the second period of duty for a broken shift is 12 hours. Any hours in excess of this 12 hour spread will be paid for as overtime.

44.3.4. The provisions of clause 44.3.3 do not apply to a boarding house employees (however named) who are provided with reasonable accommodation including living quarters, fuel and light for their exclusive use for 52 weeks of the year, at no cost to the Employee.

44.4. Rostering

44.4.1. For Employees working to a roster, a roster showing normal starting and finishing times and the name of each Employee will be prepared by the Employer and will be displayed in a place conveniently accessible to the Employees at least seven days before the commencement of the roster period.

44.4.2. An Employee may be rostered to work on a Saturday, Sunday or public holiday and will be paid the appropriate penalty in accordance with clause 40 (Overtime) or Clause 45 (Penalty Rates).

44.4.3. A roster may be altered by mutual consent at any time or by amendment of the roster by the Employer on seven days' notice.

44.4.4. Notwithstanding clause 44.4.3 a roster may be altered at any time to enable the functions of the Employer to be carried out where another Employee is absent from work due to illness or in an emergency. In such circumstances, unless agreed between the Employer and the Employee, an Employee must be given 48 hours' notice of a change to a rostered shift. If 48 hours' notice is not provided, the Employee will be entitled to a penalty of 50% of the ordinary time rate instead of any other penalty that may apply.

44.4.5. Where such alteration requires an Employee to work on a day which would otherwise have been the Employee's day off, the day off instead will be arranged by mutual consent.

45. PENALTY RATES

45.1. Shiftwork

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

45.1.1. Afternoon shift, morning shift and night shift will attract a penalty rate of 15% of the ordinary time rate.

45.1.2. A permanent night shift will attract a penalty rate of 30% of the ordinary time rate.

45.2. Saturday and Sunday work

45.2.1. An Employee other than an Employee covered by clause 45.2.2 required to work ordinary time on a Saturday or Sunday will be paid the ordinary time rate of pay plus a penalty of:

- for ordinary hours worked on a Saturday or Sunday, 50% of the ordinary time rate; and

45.2.2. The penalty rates within this clause and in clause 40 are not cumulative. Where an Employee is entitled to more than one penalty or overtime rate, the Employee will be entitled to the highest single penalty rate.

45.2.3. The above penalty rates do not apply to boarding house staff (however named), employees attending camps, excursions, open days, school fetes or other like events.

46. HIGHER DUTIES

46.1. An Employer may direct an Employee to temporarily perform duties applicable to a classification higher than their current classification. If the Employee performs such duties for more than five consecutive days and those duties constitute the whole or substantially the whole type of duties which would attract the higher classification, the Employee will be paid the rate of pay applicable to the higher classification for the whole period during which the duties were performed. Substantially will mean at least 50%.

47. ANNUAL LEAVE AND SCHOOL HOLIDAYS

47.1. **Annual leave for School Officers in receipt of four weeks annual leave**

47.1.1. A School Officer not in receipt of school holidays under this Agreement will, other than in circumstances prescribed in clause 47.1.2, be entitled to four week's annual leave exclusive of public holidays falling within such leave.

47.1.2. Where a School Officer takes leave without pay or unpaid carer's leave in excess of ten working days in any School Year the School Officer's entitlement to annual leave will be calculated on the basis of one twelfth of that School Officer's number of working weeks (excluding paid holiday periods already received, periods of leave without pay and unpaid carer's leave).

47.1.3. Where a School Officers' entitlement to paid annual leave has been reduced pursuant to clause 47.1.2 the period which, but for that reduction, would have been paid annual leave will be unpaid leave (other than leave without

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

pay or unpaid carer's leave) and will be counted as service for all purposes of the agreement.

47.1.4. A School Officer who is employed for part only of a School Year will be paid a pro rata holiday entitlement calculated on the basis of one twelfth of that School Officer's number of working weeks (excluding paid holiday periods) at the rate applicable at the time leave is taken or employment is terminated.

47.2. Annual leave for School Assistants in receipt of paid school holidays

47.2.1. A School Assistants entitled to school holidays under this Agreement will other than in circumstances prescribed in clause 47.2.3 be entitled to school holidays without deduction of pay. School holidays are defined at clause 47.2.2

47.2.2. School holidays will be not less than the periods mandated by the relevant State government schools. The Employer will announce the periods of school holidays for each year prior to the commencement of that school year.

47.2.3. Where a School Assistants takes leave without pay or unpaid carer's leave in excess of ten working days in any School Year, the School Officer's entitlement to school holidays will, at the discretion of the Principal, be calculated on the basis a pro rata of that School Officer's number of working weeks (excluding paid holiday periods already received, periods of leave without pay and unpaid carer's leave) as per the formula in clause 47.2.5.

47.2.4. Where a School Assistant's entitlement to paid annual leave has been reduced pursuant to clause 47.2.3 the period which, but for that reduction, would have been paid annual leave will be unpaid leave (other than leave without pay or unpaid carer's leave) and will be counted as service for all purposes of the agreement.

47.2.5. A School Assistant who is employed for part only of a school year will be entitled to pro rata holiday entitlement at the rate of pay applicable at the time of the school holidays or at the time that employment is terminated and it will be calculated as per the following formula:

$$P = \frac{s \times c}{b} - D$$

P is the payment due

s is the total salary paid in respect of term weeks, or part thereof, since the school service date or the date of employment in circumstances where the employee has been employed by the employer since the school service date.

b is the number of term weeks, or part thereof in the school year

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

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

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

47.2.6. Public holidays that occur during a period of school holidays for School Assistant do not create an additional entitlement.

48. PROGRESSION THROUGH CLASSIFICATION CATEGORIES

48.1. Review of a position description and re-assessment of classification level will be carried out annually. Should the responsibility of a position change permanently and substantially outside of this review period then reclassification may be sought at the request of the School Officer or School Officer's Manager. Should there be agreement that re-classification is warranted then that reclassification will take effect from the date the request was made. The appropriate salary level will be applied but will be not less than the current salary being paid.

49. PROGRESSION THROUGH CLASSIFICATION SALARY LEVELS

49.1. Progression from one salary level to another within a category will be automatic on the School Officer's employment anniversary date if satisfactory performance levels are being met. Satisfactory performance means that the employee's skills, organisation knowledge and experience are improving and continuing to add value to the Employer.

50. CLASSIFICATIONS

DEFINITIONS:

School Officers means all Employees as detailed in this Agreement who are not Teachers. The functions of these staff include, but are not limited to:

'Resources' Employees who fit within this stream may include but are not limited to the following; librarians, information technology staff, book-room staff, laboratory staff, theatre technical staff etc.

'Administration and Finance'. Employees who fit within this stream may include but are not limited to the following; administrative assistants, assistant accountants, secretarial staff, clerical staff, finance officers, public relations and marketing staff and facilities managers.

'Curriculum' Employees who fit within this stream may include but are not limited the following; special education assistants, adaptive education assistants, indigenous education assistants, music instructor (non-teachers), and classroom assistant.

'Boarding House Supervisory Staff' Employees who fit within this stream will be Boarding House Supervisory staff only.

'Extension' Employees who fit within this stream may include but are not limited to the following; social workers, counsellors, speech pathologists, psychologists, school nursing staff and other professionals.

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

'Services' Employees who fit within this stream may include but are not limited to the following; ground staff, maintenance staff, canteen staff, cleaners, caretakers, handy-persons, bus drivers, sales assistants, pool attendants, kitchen hands, laundry workers and cooks.

51. POSITION DESCRIPTION AND DUTIES CAN INCORPORATE MULTIPLE FUNCTIONS.

Nothing contained in this Schedule may be read or construed as limiting or affecting the right of an employer reasonably to require an employee of any classification at any time, or temporarily, to perform duties appropriate to other functions associated with the conduct or operation of the school provided that the employee is appropriately trained and suffers no reduction in salary as a result.

52. GENERAL CRITERIA

The General Criteria for each Grade of Lutheran School Officer described below shall cover the full range of work undertaken within a school other than work which is the responsibility of teachers, business managers, ministers of religion and principals.

Grade 1

The School Officer Grade 1 will have the knowledge, skills and demonstrated capacity to perform tasks under general supervision; and complex tasks involving the use of theoretical knowledge under close supervision.

Grade 2

The School Officer Grade 2 will have the knowledge, skills and demonstrated capacity for self-directed application of appropriate techniques and equipment required to perform assigned tasks of some complexity involving the use of applied theoretical knowledge and interpersonal skills.

Grade 3

The School Officer Grade 3 will have highly developed knowledge, skills and capacity for self-directed application of appropriate techniques and equipment required to perform highly complex tasks involving substantial applied theoretical knowledge and interpersonal skills. School Officers Grade 3 may perform complex tasks without supervision or engage in some supervision of the work of others.

Grade 4

The School Officer Grade 4 will have the knowledge, skills and demonstrated capacity for self-directed application (including the selection and use of appropriate techniques and equipment) required to perform tasks involving independent use of a high degree of technical or applied theoretical knowledge and interpersonal skills.

School Officers Grade 4 may undertake limited creative, planning, design or supervisory functions.

Grade 5

The School Officer Grade 5 will hold relevant, formal, tertiary qualifications or be recognised as having equivalent competency by the employer. In addition and subject to limited guidance, be required to manage and/or co-ordinate a large and/or complex administrative function or to provide critical and highly specialised support to significant education programs. The direct line of supervision of other employees will be a feature of this level.

Grade 6

The School Officer Grade 6 will hold relevant, formal, tertiary qualifications equivalent to 3 or more years of full-time study and will, in addition, be responsible for the exercise of

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

significant and independent professional judgement based on extensive experience and an advanced level of expertise within the relevant discipline. This is usually also associated with responsibilities in a large (>1,000 students) school.

53. INDICATIVE ROLES AND RESPONSIBILITIES

53.1. Resources

This covers those employees that are working within the resource facilities of a school such as librarians, laboratory staff, theatre technical staff, book room staff, computer centre or information technology staff and audio-visual staff.

53.1.1. Grade 1

The School Officer 1 will, within a school resource facility such as a library, laboratory, home economics support staff, book room, audio-visual centre or computing centre, under direction apply skills to operate, demonstrate, maintain, catalogue, repair or service hardware and software comprising the resource base.

53.1.2. Grade 2

The School Officer Grade 2 will carry out the duties described in Grade 1, but while not necessarily responsible for the overall planning of the work, will be self directed in the application of skills relevant to the resource facility.

53.1.3. Grade 3

The School Officer Grade 3 will be responsible on a day-to-day basis for the smooth and efficient operation of an established resource facility or a complex and discrete section of an established resource facility. Supervision of other School Officers or of volunteer parent or student helpers may be a function at this level.

53.1.4. Grade 4

The School Officer Grade 4 will have advanced resource knowledge and skills and, subject to broad policy directives, accept responsibility for the establishment and day-to-day operation of effective technical systems for the smooth and efficient operation of the resource facility. The Lutheran School Officer may undertake supervision of other employees where appropriate but will be responsible to the faculty head.

53.1.5. Grade 5

The School Officer Grade 5 will be required to hold relevant, formal tertiary qualifications, or be recognised as having equivalent competency by the employer and will, in addition be required exercise a very high level of skills and expertise. The Lutheran School Officer may exercise managerial and/or co-ordinating responsibilities within the resource facility.

53.1.6. Grade 6

The School Officer Grade 6 will be required to hold relevant, formal, tertiary qualifications equivalent to 3 or more years of full time study, and will, in

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

addition, be responsible for the exercise of significant and independent professional judgement based on extensive experience and an advanced level of expertise within the relevant discipline within a large school (more than 1,000 students)

53.2. Administration and Finance Stream

This covers those employees that are working within a school on clerical, financial and administrative functions.

Employees who fit within this stream may vary and include (but are not limited to) the following; administrative assistants, assistant accountants, secretarial staff, clerical staff, finance officers, public relations and marketing staff, facilities managers.

53.2.1. Grade 1

The School Officer Grade 1 will carry out receptionist, clerical and/or secretarial functions involving routine office procedures and assisting teachers to carry out classroom administrative functions where appropriate.

53.2.2. Grade 2

The School Officer Grade 2 will have duties and responsibilities that include secretarial, receptionist and clerical duties requiring application of office communication skills and procedures. Duties will require competence in the use of computer packages for word processing, data entry and simple generation of reports from a database.

53.3. Grade 3

The School Officer Grade 3 will have

EITHER

Duties and responsibilities that include those described above at Level 2 together with responsibilities for complex computer generated reports. An employee at this level will be required to be competent in a range of computer software packages including word processing, data base, spread sheet and desk top publishing. A high level of interpersonal skills will be required at this level. An employee may also have responsibility for directing and supervising the work of one or more School Officers.

53.4. *OR*

Responsibility for the smooth and efficient financial administration of a school employing fewer than 10 EFT teachers where this responsibility is shared with either the Principal or an appropriately qualified Board Member.

53.5. *OR*

Responsibility in School Finance for the smooth and efficient operation of a discrete and significant section of the business operations of the school. This responsibility will be subject to close monitoring by the senior accountant (however designated)

53.5.1. Grade 4

The School Officer Grade 4 will

EITHER

Be required to apply a very high degree of administrative skill and, subject to general policy directives, accept responsibility for the day-to-day management

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

of the office administration of the school or for another specific administrative or secretarial function.

OR

Be responsible for the smooth and efficient financial administration of a school employing 10 or more EFT teachers.

OR

Under general direction of the Business Manager, undertake complex accounting responsibilities involving the effective control of financial transactions within the school. This will involve maintenance of records of creditors, debtors and receipt of revenue functions.

53.5.2. Grade 5

The School Officer Grade 5 will be required to hold relevant, formal tertiary qualifications or be recognised as having equivalent competency by the employer, and will, in addition, be responsible for the management of the financial affairs of the school or a significant component of the financial administration of a school.

53.5.3. Grade 6

The School Officer Grade 6 will be required to hold relevant, formal tertiary qualifications and will, in addition, be responsible for the management of the financial affairs of a school of more than 1,000 students.

53.6. Curriculum

This covers those employees that are working within a school to provide support and assistance to teachers with any requirements of the school's curriculum. Employees who fit within this stream may include (but are not limited to); special education assistants, adaptive education assistants, indigenous education assistants, music instructor (non-teachers), classroom assistant.

53.6.1. Grade 1

The School Officer Grade 1 will, in association with a teacher or teachers, apply clerical, social, organisational and communication skills in support of any requirements of the school's curriculum.

53.6.2. Grade 2

The School Officer Grade 2 will, subject to teacher requirements and direction, provide support for teachers in the preparation and presentation of the curriculum programs. This support will include working closely with individual and small groups of children on pre-prepared and structured programs.

53.6.3. Grade 3

The School Officer Grade 3 will apply skills and undertake responsibilities as required for Grade 2, but will, in addition, exercise specialist skills in, for example, special programs. The School Officer at this level may be responsible for the close supervision and care of children with special needs.

53.6.4. Grade 4

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

The School Officer Grade 4 will apply advanced and specialised skills and operate in a para-professional e.g. counsellors, social workers, speech pathologists, psychologists and school nursing staff capacity under limited direction in the area of curriculum.

53.6.5. Grade 5

The School Officer Grade 5 will be required to hold relevant, formal tertiary qualifications, or be recognised as having equivalent competency by the employer and will, in addition, be required to make autonomous use of a high degree of critical knowledge to initiate and implement programs in the area of curriculum.

53.6.6. Grade 6

The School Officer Grade 6 will be required to hold relevant, formal tertiary qualifications and be required to make autonomous use of a high degree of critical knowledge to initiate and implement programs in the area of curriculum. The School Officer will be responsible for these duties in a school of more than 1,000 students.

53.7. Boarding House Supervisory Staff

This covers those employees that are working within a school Boarding House concerned with the supervision of students and general functioning of the Boarding House.

53.7.1. Grade 1

The School Officer Grade 1 will apply domestic and interpersonal skills to assist the senior Boarding House Person on duty in the daily routines of the Boarding House involving the supervision of students and the general functioning of the Boarding House.

53.7.2. Grade 2

The School Officer Grade 2 will carry out the duties described for Grade 1, but will, while actively on duty, exercise responsibility for the functioning of the Boarding House, and may deputise as required for the person in charge of the Boarding House.

53.7.3. Grade 3

The School Officer Grade 3 will be responsible for the smooth and efficient operation of a Boarding House (Single Unit). A significant role will concern the total welfare of the students and the supervision of other School Officers in the Boarding House.

53.7.4. Grade 4

The School Officer Grade 4 will carry out the duties described for Grade 3 and additionally will be responsible for effective communication with the parents of the students and for the planning and implementation of programs for the welfare of the students.

53.7.5. Grade 5

The School Officer Grade 5 will, in addition to the duties for level 4, be required to hold relevant formal tertiary qualifications, or be recognised as having equivalent competency by the employer, and will, in addition, be

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

responsible in a managerial capacity for the creation and delivery of specialised programs relating to the welfare of the students.

53.7.6. Grade 6

The School Officer Grade 6 will, in addition to the duties for level 5, be required to hold relevant formal tertiary qualifications, be recognised as having extensive experience and competency by the employer, and will, be responsible in a managerial capacity for the creation and delivery of specialised programs relating to the welfare of the students in a facility of more than 200 persons.

53.8. Extension

This covers those employees that are working within a school offering professional or para-professional services e.g. counsellors, social workers, speech pathologists, psychologists and school nursing staff.

Staff in this area are expected to hold a minimum of a three year university degree as a base requirement and are likely to have relevant post graduation experience.

53.8.1. Grade 4

The School Officer Grade 4 will, within a school (as a new or recent graduate para-professional or professional), under general direction, apply knowledge, skills and demonstrated capacity to perform functions consistent with their training.

53.8.2. Grade 5

The School Officer Grade 5 will, within a school or group of schools as an experienced, qualified professional; apply knowledge, skills and demonstrated capacity to perform tasks of some complexity consistent with their training. The employee will be self-directed in the application of professional skills.

53.8.3. Grade 6

The School Officer Grade 6 will, (in addition to the duties of an employee at Grade 5) within a school or group of schools as an experienced professional, apply knowledge, skills and demonstrated capacity to perform tasks of considerable complexity consistent with their training. The employee may be responsible for the overall planning of the work and will be self-directed in the application of skills possessed. The employee may also manage the work of other para-professionals and professionals either in a clinical team context or as part of a service delivery group. A part of this level may be the development of policy and practice directions for use by other professionals and school staff.

53.9. Services

This covers those employees that are working within a school and those functions responsible for the effective working and maintenance of the school's infrastructure. This may include (but is not limited to); grounds staff, facilities staff, maintenance staff, canteen and kitchen staff, cleaners, caretakers, handy-persons, bus drivers, sales assistants, pool attendants, and laundry workers.

53.9.1. Grade 1

The School Officer Grade 1 will work under direct or close supervision to undertake a wide range of basic and routine duties and functions to

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

established practices, procedures and instructions consistent with the relevant vocational category. The scope of work may include general labouring, grounds maintenance, laundry duties, kitchen duties and canteen duties.

53.9.2. Grade 2

The School Officer Grade 2 will (in addition to the duties of an employee at Grade 1), apply knowledge, skills and demonstrated capacity to perform:

- specialised functions tasks of complexity consistent with their training.
- perform in an administrative or supervisory capacity
- operate with a degree of technical administrative or specialist expertise.
- are expected to display a high level of initiative, exercise discretion and to plan detailed work programs.
- are responsible and accountable for their own work and report to the Principal of the school or a designated senior administrator
- supervision of Grade 1 School Services Officers

The scope of work may include supervision and planning, assist in preparation of budgets within area of responsibility and assist in negotiation with contract companies as appropriate.

Grade 2 employees shall hold a trade certificate relevant to the position or have demonstrated equivalent experience and competency.

53.9.3. Grade 3

The School Officer Grade 3 will, (in addition to the duties of an employee at Grade 2) within a school be responsible on a day to day basis for the smooth and efficient operation of a program of activity within a category (e.g. a building maintenance program) or a section of a more complex and/or discrete section of a larger services program Supervision of other School Officers is likely to be a function of this level. Such work could include work programming, planning and scheduling, budgeting (under general supervision from school management) and contributing to the development and or monitoring of overall school management strategy.

53.9.4. Grade 4

The School Officer Grade 4 will, (in addition to the duties of an Grade 3) and within a school of 500 students or less, be responsible for the establishment and management of a range of functions, but will receive support from school management in the overall administration of the program.

53.9.5. Grade 5

The School Officer Grade 5 will under-take duties of a type consistent with Grade 4 across campuses in a multi-campus school with between 500 and 1,000 students. The School Officer will be responsible for the management and implementation of the function with only limited direction and supervision by senior management of the school.

53.9.6. Grade 6

The School Officer Grade 6 will under-take duties of a type consistent with Grade 5 school, either single or multi campus, with more than 1,000 students.

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

APPENDIX A – PARENTAL LEAVE

54. PARENTAL LEAVE

54.1 Application

- 54.1.1 Parental leave applies to an Employee, other than a Casual Employee who is not an eligible casual employee.
- 54.1.2 The Employer must not fail to re-engage a Casual Employee because:
- (a) the Employee or Employee's spouse is pregnant; or
 - (b) the Employee is or has been immediately absent on parental leave.
- 54.1.3 The rights of the Employer in relation to engagement and re-engagement of a Casual Employee is not affected, other than in accordance with this clause.

54.2 Definitions

- 54.2.1 For the purposes of this clause, **child** means a child of the Employee under the age of five years or under school age, whichever applies first. Except that for the purposes of adoption, a **child** is an **eligible child** and means a person under the age of sixteen years or under school age who is placed with the Employee, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six months or more.
- 54.2.2 For the purposes of this clause, an **eligible casual employee** means a Casual Employee
- (a) who has been engaged by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
 - (b) who, but for an expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis
- 54.2.3 For the purposes of this clause, **continuous service** includes a period during which the Casual Employee was engaged on a regular and systematic basis by the Employer and during the casual period, the Employee had a reasonable expectation of continuing employment by the Employer.
- 54.2.4 A **spouse** includes a former spouse, a de facto spouse and a former de facto spouse

54.3 Basic entitlement and Rights to Request

- 54.3.1 An Employee, upon the completion of 12 months of continuous service with the Employer is entitled to up to 52 weeks unpaid parental leave (maternity, paternity or adoption leave) in relation to the birth or adoption of a child. This includes:

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

- up to 52 weeks of unpaid ordinary maternity leave to be the primary care-giver of the child;
- a single, unbroken period of unpaid short paternity leave of up to three weeks at the time of the birth of a child and a further unbroken period of up to *49 weeks* of unpaid long paternity leave to be the primary care-giver of a child; and
- a single, unbroken period of up to three weeks unpaid short adoption leave taken within the three weeks starting on the day of placement of an eligible child with the Employee and a further unbroken period of up to *49 weeks* to be the primary care-giver of the eligible child.

54.3.2 Right to Request Additional Long Parental Leave

- (a) Subject to 54.3.2(b), an Employee entitled to parental leave pursuant to this clause may request the Employer to allow the Employee to extend the period of long unpaid parental leave provided for in clause 54.3.1, by a further continuous period of leave not exceeding 12 months, to assist the Employee in reconciling work and parental responsibilities.
- (b) An application under 54.3.2(a) may be made at any time from the time of the application for the period of long unpaid parental leave provided by clause 54.3.1 but must be made not less than four (4) weeks prior to the date upon which the Employee is due to return to work from parental leave.

54.3.3 A period of unpaid parental leave does not break the Employee's continuity of employment but it does not count as employment or service.

54.3.4 Right to Request Simultaneous Leave

- (a) Subject to 54.3.4(b), an Employee entitled to parental leave pursuant to this clause may request the Employer to allow the Employee to extend the period of simultaneous unpaid parental leave up to a maximum of eight weeks to assist the Employee in reconciling work and parental responsibilities.
- (b) An application under 54.3.4(a) must be made not less than four (4) weeks prior to the commencement date of the short period of parental leave.

54.3.5 Right to Request Part Time Work

- (a) Subject to 54.3.5(b), an Employee entitled to parental leave pursuant to the provisions of this Agreement may request the Employer to allow the Employee to return from a period of parental leave on a part-time basis until the child reaches five years of age or school age, whichever applies first, to assist the Employee in reconciling work and parental responsibilities.
- (b) An application pursuant to 54.3.5(a) must be made as soon as possible but no less than ten (10) weeks prior to the date upon which the Employee is due to return to work from parental leave.

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

54.3.6 Request to be considered

(a) The Employer shall consider any request made pursuant to 54.3.2, 54.3.3, 54.3.4 and 54.3.5 having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(b) An Employee's request and the Employer's decision made pursuant to 54.3.6 must be recorded in writing.

54.4 Ordinary maternity leave

54.4.1 An Employee must provide notice and documentary evidence to the Employer in advance of the expected date of commencement of ordinary maternity leave. The Employee:

(a) must provide notice in writing to the Employer of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the Employee is pregnant). The Employee must give the medical certificate to the Employer no later than ten (10) weeks before the expected date of birth (as stated in the certificate).

(b) must provide notice in writing to the Employer of the date on which the Employee proposes to commence maternity leave and the period of leave to be taken. This notice must be provided no later than four (4) weeks before the first day of the intended continuous period of leave.

54.4.2 When the Employee gives notice under 54.4.1(b) the Employee must also provide a statutory declaration stating the following:

- the particulars of any period of paternity leave sought or taken by her spouse;
- that the Employee intends to be the child's primary care-giver at all times while on ordinary maternity leave; and
- that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

54.4.3 An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date or any other compelling reason.

54.4.4 Subject to clause 54.4.1 hereof and unless agreed otherwise between the Employer and Employee, an Employee may commence ordinary maternity leave at any time within six weeks immediately prior to the expected date of birth.

54.4.5 Where an Employee continues to work within the six week period immediately prior to the expected date of birth of the child, the Employer may require the Employee to provide a medical certificate from a medical practitioner stating that she is fit to work on her normal duties.

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

54.4.6 The Employer may require the Employee to start a continuous period of leave as soon as reasonably practicable if the Employee does not give the Employer the medical certificate pursuant to 54.4.5 within seven days after the request or where the Employee gives the Employer a medical certificate stating that the Employee is unfit to work.

54.4.7 Where the Employee elects to return to work within six weeks after the birth of the child, the Employer may require the Employee to provide a medical certificate from a medical practitioner stating that she is fit to work on her normal duties.

54.5 Special maternity leave

54.5.1 Where the pregnancy of an Employee not then on maternity leave terminates within 28 weeks before the expected date of birth of the child otherwise than by the birth of a living child, the Employee may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.

54.5.2 Where an Employee is suffering from an illness not related to the direct consequences of the confinement, an Employee may take any paid sick leave to which she is entitled in lieu of, or in addition to, special maternity leave.

54.5.3 Where an Employee not then on maternity leave suffers illness related to her pregnancy, she may take any paid sick leave to which she is then entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work. The aggregate of paid sick leave, special maternity leave, ordinary maternity leave, and parental leave taken by a spouse, may not exceed 52 weeks.

54.5.4 Where leave is granted under clause 54.4.4, during the period of leave an Employee may return to work at any time, as agreed between the Employer and the Employee provided that time does not exceed four weeks from the recommencement date specified by the Employee.

54.5.5 A period of special maternity leave must end before the Employee starts any continuous period of leave including (or constituted by) ordinary maternity leave.

54.5.6 An application for special maternity leave required because of a pregnancy-related illness must state the first and last days of the period of special maternity leave and must be accompanied by a medical certificate from a medical practitioner stating that the Employee is pregnant, the expected date of birth, and that the Employee is, was, or will be unfit to work for a stated period because of a pregnancy-related illness.

54.5.7 An application for special maternity leave required because of the end of the Employee's pregnancy otherwise than by the birth of a living child must be accompanied by:

(a) a medical certificate from a medical practitioner containing the following statements:

- that the Employee was pregnant, but that the pregnancy has ended otherwise than by the birth of a living child;

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

- what the expected date of birth would have been if the pregnancy had gone to full term;
- that the pregnancy ended on a stated day within 28 weeks before the expected date of birth; and
- that the Employee is, was, or will be unfit for work during a stated period.

(b) a statutory declaration made by the Employee containing the following statements:

- that the employee was pregnant, but that the pregnancy has ended otherwise than by the birth of a living child;
- the first and last days of the period (or periods) of any other authorised leave taken by the Employee because of a pregnancy-related illness or the end of the pregnancy; and
- that the employee will not engage in any conduct inconsistent with her contract of employment while on special maternity leave.

54.5.8 The application, medical certificate and statutory declaration (if required) must be given to the Employer before, or as soon as reasonably practicable after, starting a continuous period of leave including (or constituted by) the special maternity leave.

54.5.9 An Employee will not be in breach of this clause if the Employee could not comply with the documentation requirements because of circumstances beyond her control.

54.5.10 An Employee is not entitled to a period of special maternity leave longer than the period stated in a medical certificate given to the Employer.

54.6 Paternity leave

54.6.1 An Employee must provide notice and documentary evidence to the Employer in advance of the expected date of commencement of short paternity leave. The Employee:

- (a) must provide to the Employer, if the child has not yet been born, a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement. The medical certificate must be given to the Employer no later than 10 weeks before the date stated in the certificate; or
- (b) must provide to the Employer, if the child has been born, a certificate from a registered medical practitioner which names his spouse and states that the actual date of birth of the child. The medical certificate must be given to the Employer as soon as reasonably practicable (which may be at a time before or after the paternity leave has started) if it was not reasonably, practicable for the Employee to comply with 54.7.1 because of the premature birth of the child or any other compelling reason; and
- (c) must provide to the Employer a written application for short paternity leave stating the first and last days of the period of the period of short paternity leave, with the application given to the Employer as soon as reasonably practicable on or after the first day of the period of leave.

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

54.6.2 An Employee must provide notice and documentary evidence to the Employer in advance of the expected date of commencement of paternity leave. The Employee must provide the Employer with a statutory declaration no later than 10 weeks prior to the first day of the intended period of leave stating:

- he will take that period of paternity leave to become the primary care-giver of a child;
- particulars of any period of maternity leave sought or taken by his spouse; and
- that for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

54.6.3 The Employee will not be in breach of 54.6.2 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

54.7 Adoption leave

54.7.1 An Employee must give written notice to his or her Employer of the Employee's intention to apply for adoption leave as soon as reasonably practicable after receiving notice (a placement approval notice) of the approval of the placement of an eligible child with the Employee.

54.7.2 An Employee must give written notice to his or her Employer of the day when the placement of an eligible child with the Employee is expected to start as soon as reasonably practicable after receiving notice (a placement notice) of the expected day.

54.7.3 An Employee must give written notice to his or her Employer of the first and last days of the periods of short and long adoption leave (or of either type of leave) the Employee intends to apply for because of the placement:

- (a) if the Employee receives a placement notice about the placement within the period of 8 weeks after receiving the placement approval notice -before the end of that 8-week period; or
- (b) if the Employee receives a placement notice about the placement after the end of the period of 8 weeks after receiving the placement approval notice - as soon as reasonably practicable after receiving the placement notice.

54.7.4 A notice under 54.7.1, 54.7.2 or 54.7.3 must be given to the Employee's Employer as soon as reasonably practicable where the Employee cannot comply due to the day that the placement is expected to start or any other compelling reason.

54.7.5 An Employee must provide a written application to his or her Employer for long adoption leave, stating the first and last dates of the period no later than 10 weeks before the first day of the proposed continuous period of leave including (or constituted by) the long adoption leave applied for. If the Employee cannot comply because of the day when the placement is expected to start or any other compelling reason, then the Employee must provide the application as soon as reasonably practicable before the first day of long adoption leave.

54.7.6 The Employee must also give his or her Employer the following documents:

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

- (a) a statement from the adoption agency of the day when the placement is expected to start, and
- (b) a statutory declaration made by the Employee stating
 - whether the Employee is taking short adoption leave, long adoption leave or both;
 - the first and last days of the period or periods of leave to be taken;
 - that the child is an eligible child;
 - that the Employee intends to be the primary care-giver at all times while on the long adoption leave
 - that the Employee will not engage in any conduct inconsistent with his or her contract of employment while on adoption leave.

54.7.7 An Employee may take:

- (a) short adoption leave to which he or she is entitled at any time within the period of 3 weeks starting on the day of placement of the child, and/or
- (b) long adoption leave to which he or she is entitled at any time within 52 weeks after the day of placement of the child.

54.7.8 Where the placement of a child for adoption with an Employee

- does not commence, the Employee is not entitled to leave; or
- commences but is discontinued or cancelled, the Employee's entitlement to adoption leave is not affected. However, the Employer may give the Employee written notice that, from a stated day no earlier than 4 weeks after the day the notice is given, any untaken long adoption leave that the Employee remains entitled to at the stated day is cancelled with effect from that day.

54.7.9 An Employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The Employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days' unpaid leave. Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

54.8 Parental leave and other entitlements

An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which the Employee has accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed.

54.9 Transfer to a safe job

54.9.1 Subject to 54.9.2 and 54.9.3, where an Employee is pregnant and, in the opinion of a medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at her present work, the Employee will, if the Employer deems it practicable, be transferred to a

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

54.9.2 This subclause applies to an Employee if

- (a) the Employee is entitled to ordinary maternity leave; and
- (b) the Employee has already complied with the documentation requirements; and
- (c) the Employee gives her Employer a medical certificate from a medical practitioner containing a statement to the effect that, in the medical practitioner's opinion, the Employee is fit to work, but that it is inadvisable for her to continue in her present position for a stated period because of:
 - (i) illness, or risks, arising out of her pregnancy; or
 - (ii) hazards connected with that position.

54.9.3 If the Employer does not think it to be reasonably practicable to transfer the Employee to a safe job:

- (a) the Employee may take leave, at the rate of pay and conditions attaching to the job held prior to taking leave, immediately for a period ending at the time mentioned in 54.9.4(b); or
- (b) the Employer may require the Employee to take leave, at the rate of pay and conditions attaching to the job held prior to taking leave, immediately for a period ending at the time mentioned in 54.9.4(b).

54.9.4 If the Employee takes paid leave under 54.9.3:

- (a) the entitlement to leave is in addition to any other leave entitlement she has; and
- (b) the period of leave ends at the earliest of whichever of the following times is applicable:
 - (i) the end of the period stated in the medical certificate;
 - (ii) if the Employee's pregnancy results in the birth of a living child - the end of the day before the date of birth;
 - (iii) If the Employee's pregnancy ends otherwise than with the birth of a living child - the end of the day before the end of the pregnancy.

54.10 Returning to work after a period of parental leave

54.10.2 An Employee will be entitled to the position which the Employee held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to clause 54.9, the Employee will be entitled to return to the position the Employee held immediately before such transfer. A part-time Teacher will be entitled to the same time fraction.

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

54.10.3 Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of the Employee's former position.

54.10.4 For the purposes of this clause, **position** includes a position of responsibility for an Employee who is a Teacher but does not necessarily include the same classes and/or subjects.

54.11 Replacement Employees

54.11.1 A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on parental leave.

54.11.2 Before an Employer engages a replacement Employee the Employer must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

54.12 Communication during parental leave

54.12.1 Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:

- (a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
- (b) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.

54.12.2 The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.

54.12.3 The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with 54.12.1.

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2010

Appendix B

School name:	Location:	School address:
Lutheran Education South Eastern Region	Box Hill	755 Station St, Box Hill, Vic, 3128
The Good Shepherd Lutheran Primary School	Croydon	53-57 Plymouth Road, Croydon Hills VIC 3136
Luther College	Croydon	Plymouth Road, Croydon VIC 3136
St. Peter's Lutheran Primary School	Dimboola	6-26 Horsham Road, Dimboola VIC 3414
St. John's Lutheran School	Geelong	33 Aberdeen Street, Geelong VIC 3220
Good Shepherd College	Hamilton	Mt. Napier Road, Hamilton VIC 3300
Holy Trinity Lutheran School	Horsham	Trinity Drive, Horsham VIC 3400
Trinity Lutheran College	Mildura	920 Fifteenth Street, Mildura VIC 3500
Nhill Lutheran School	Nhill	2 Mackay Street, Nhill VIC 3418
Lakeside Lutheran College	Pakenham	2 Portobello Road, Pakenham VIC 3810
St. John's Lutheran Primary School	Portland	43-55 Trangmar Street, Portland VIC 3305
Sunshine Christian School	Sunshine	Corner Westmoreland & Warwick Roads, North Sunshine VIC 3020
Tarrington Lutheran School	Tarrington	7901 Hamilton Highway, Tarrington VIC 3301
Good News Lutheran School	Werribee (Tarneit)	580 Tarneit Road, Tarneit VIC 3029
Victory Lutheran College	Wodonga	28 Drages Road, Wodonga VIC 3690

Lutheran Education South Eastern Region Multi Employer Enterprise Agreement 2⁰1⁰



NEW SOUTH WALES
TASMANIA
VICTORIA



Lutheran Education South Eastern Region Enterprise Agreement 2010

Further to clauses 36.1 and 39.1 of the Lutheran Education South Eastern Region Enterprise Agreement 2010, the parties confirm that the averaging period applicable to teachers and boarding house employees is 12 months.

A handwritten signature in black ink that reads "Elizabeth A. Kloeden".

Elizabeth A. Kloeden
Director - LESER

and

A handwritten signature in black ink that reads "Debra James".

Debra James
General Secretary - VIEU