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 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.

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.

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.