

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 – s. 156 – Certification of an agreement

Department of Education, Training and Employment State School Teachers' Certified Agreement 2012
CA/2012/562

DEPUTY PRESIDENT BLOOMFIELD

30 November 2012

CERTIFICATE

This matter coming on for hearing before the Commission on 30 November 2012 the Commission certifies the following written agreement:

Department of Education, Training and Employment State School Teachers' Certified Agreement 2012 (CA/2012/562)

made between:

- Director-General of Education as Chief Executive Officer of the Department of Education, Training and Employment
- Together Queensland, Industrial Union of Employees
- Queensland Teachers Union of Employees

The agreement was certified by the Commission on 30 November 2012 and shall operate from 1 September 2012 until its nominal expiry on 31 August 2015.

This agreement shall replace the *Department of Education and Training Teachers' Certified Agreement 2010 (CA/2010/2)* which shall cease to apply from the date of the certification of this agreement.

By the Commission.

A.L. BLOOMFIELD
Deputy President

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 – s. 156

Department of Education, Training and Employment
AND
Queensland Teachers Union of Employees
AND
Together Queensland, Industrial Union of Employees

(No. CA/2012/562)

**DEPARTMENT OF EDUCATION, TRAINING AND EMPLOYMENT STATE SCHOOL TEACHERS'
CERTIFIED AGREEMENT 2012**

APPLICATION FOR CERTIFICATION OF AGREEMENT

THE AGREEMENT, having been made under the *Industrial Relations Act 1999* on 20 November 2012, BETWEEN the Department of Education, Training and Employment AND Queensland Teachers Union of Employees AND Together Queensland, Industrial Union of Employees, witnesses that the parties mutually agree as follows:-

Particulars of current or previous certified agreements:

(a) *Department of Education and Training Teachers' Certified Agreement 2010 (CA/2010/2)*.

This agreement replaces the agreements in (a), above

PART 1 – APPLICATION AND OPERATION

1.1 Title

This Agreement shall be known as the *Department of Education, Training and Employment State School Teachers' Certified Agreement 2012*.

1.2 Arrangement

Subject Matter Clause No.

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1.3 Application

- 1.3.1 This Agreement shall apply to the Director-General of Education as Chief Executive Officer of the Department of Education, Training and Employment (the Department) and those employees engaged under the *Teachers’ Award – State 2012* and *Community Teachers, Assistant Teachers – Aboriginal and Torres Strait Islander Community School Award – State 2012* and the Queensland Teachers Union of Employees and Together Queensland, Industrial Union of Employees.
- 1.3.2 Employees engaged under the *Teachers’ Award – State 2012* located at the Queensland College of Teachers and the Office of the Queensland Studies Authority are covered by this Agreement.

1.4 Date and Period of Operation

This Agreement, certified on 30 November 2012, shall operate from 1 September 2012 and shall have a nominal expiry date of 31 August 2015.

1.5 Posting of Agreement

A copy of this Agreement shall be exhibited in a conspicuous and convenient place in all workplaces covered by this Agreement so as to be easily read by all employees.

1.6 Relationship to Awards and Industrial Agreements

1.6.1 This Agreement will supersede and replace the *Department of Education and Training Teachers' Certified Agreement 2010* in its entirety.

1.6.2 This Agreement operates in conjunction with the following awards and industrial agreements:

(a) *Teachers' Award – State 2012*;

(b) *Community Teachers, Assistant Teachers – Aboriginal and Torres Strait Islander Community Schools Award – State 2012*; and

(c) *Practice Teaching in State Schools Industrial Agreement*.

1.6.3 Where there is any inconsistency between this Agreement, the above Awards and Industrial Agreement this Agreement will prevail to the extent of any inconsistency

1.7 Objectives of this Agreement

1.7.1 To enhance delivery of educational services that:

(a) Provide efficient and high quality services;

(b) Support initiatives in school-based planning, management and accountability frameworks;

(c) Implement fair and equitable employment practices; and

(d) Develop more highly skilled teachers capable of achieving more effective and efficient working arrangements, and committed to client service, continual improvement, employee accountability, ongoing learning, team work and team problem solving.

1.7.2 To provide certainty for teachers and the Department in relation to remuneration outcomes for the life of the Agreement.

1.7.3 To provide mechanisms for achieving the objectives of this Agreement.

1.7.4 To provide industrial stability for the duration of the Agreement.

1.7.5 To enunciate agreed dispute resolution processes.

1.8 Commencement of Negotiations for a Replacement Agreement

The parties agree to commence negotiations no later than three months prior to the expiry of this Agreement (i.e. negotiations are to commence no later than 1 June 2015) with a view to negotiating and settling a replacement certified agreement.

1.9 Definitions and Abbreviations

'Employee' – means all permanent, temporary and casual persons employed by the Department of Education, Training and Employment pursuant to and within the meaning of the *Teachers' Award – State 2012*, *Community Teachers, Assistant Teachers – Aboriginal and Torres Strait Islander Community Schools Award – State 2012* and the *Public Service Act 2008*.

'Intern' – a pre-service teacher engaged in a formal program agreed between the Department, the Queensland Teachers' Union and the university, other than their minimum period of practicum.

'FTE' – shall mean "full time equivalent".

1.10 No Further Claims

1.10.1 This agreement is in full and final settlement of all parties' claims for its duration. It is a term of this agreement that no party will pursue any extra claims relating to wages or conditions of employment whether dealt with in this agreement or not.

1.10.2 It is agreed that the following changes may be made to employees' rights and entitlements during the life of the Agreement:

- (a) General Rulings* and Statement of Policy issued by the Queensland Industrial Relations Commission that provide conditions that are not less favourable than current conditions;
- (b) Any improvements in conditions that are determined on a whole-of-government basis; and
- (c) Reclassifications.

(*Note: For the purpose of this clause "General Rulings" does not include State Wage Case decisions.).

PART 2 – WORKING AND LEARNING CONDITIONS

2.1 Class Sizes

2.1.1 Schools will be funded for staffing in accordance with a student/teacher ratio based on established class size targets.

2.1.2 The Department is committed to the following maximum class size targets:

Prep, Years 1-3, Years 11-12.....25 students per teacher

Years 4-1028 students per teacher

2.1.3 Where there is the possibility of class sizes in excess of these targets, the class arrangements shall be the subject of a timely consultative process with staff in accordance with Local Consultative Committee arrangements under the Dispute Resolution provision (Part 3) of the Certified Agreement.

2.2 Curriculum Coordination Time

2.2.1 The Curriculum Coordination Time ("CCT") allocated to primary schools will be as follows:

	2012/2013/2014 Allocation
<100	0.075
100-199	0.1
200-224	0.2
225-299	0.4*
300-324	0.5*
325-399	0.3
400-499	0.4
500-599	0.5
600-699	0.6
700-799	0.7
800-899	0.8
900-999	0.9
1000-1099	1.0
1100-1199	1.1
1200-1299	1.2
1300-1399	1.3
1400-1499	1.4
1500+	1.5 + 0.1 FTE per additional 100 students

* CCT allocated to schools with enrolments from 225 to 324 includes a supplementation of 0.2 FTE to support the creation of a school-based Head of Curriculum ("HOC") position with teaching loads as follows: 225 – 299 enrolments – 0.6 teaching load; 300 – 324 enrolments – 0.5 teaching load.

2.2.2 The allocation of CCT allocated to Special Schools will be as follows:

School Band	Allocation
6	0.16
7	0.2
8	0.4
9	0.6
10	0.8

2.3 Extension of Spread of School Hours

- 2.3.1 The parties recognise the existence and currency of the hours of work provisions of the *Teachers' Award – State 2012*. The arrangements contained in this clause are an alternative to the Award provisions only, and are not to be read as overriding the Award provisions.
- 2.3.2 The arrangements contained within this clause enable the standard hours of instruction and rostered duty time to commence no earlier than 7.00am and conclude no later than 5.00pm Monday to Friday.
- 2.3.3 Implementation of these arrangements will follow consultation with the Local Consultative Committee (“LCC”) taking into account family responsibilities.
- 2.3.4 The rostered duty time of a teacher will remain at 25 hours per week. However, under these arrangements, a full-time teacher’s daily maximum rostered duty time shall not exceed 7 hours, while a full-time teacher’s daily minimum rostered duty time may not be less than 3 hours.
- 2.3.5 Rostered duty time will be continuous except for the meal break unless by agreement.

2.4 Long Service Leave

- 2.4.1 Employees are entitled to a minimum period of one day or, where the engagement of a replacement teacher is required, a minimum period of one day per week for at least a five-week period so the period of Long Service Leave is no less than five days in total.

2.5 Access to Long Service Leave as Cultural Leave

- 2.5.1 An employee may apply for Long Service Leave as Cultural Leave provided that the period of leave sought is not less than one day.

2.6 Productivity, Service and Reform Initiatives

- 2.6.1 The parties commit to productivity, service enhancement and long-term reform initiatives as characterised by: Workforce management initiatives including:
- (i) Provision for the secondment allowance under the *Teachers' Award – State 2012* to be adjusted so that it is commensurate with the allowance paid to a 3 year trained senior teacher. The secondment allowance should be adjusted in line with the increases to the senior teacher allowance provided that teachers who are currently receiving a higher amount shall continue to receive that amount for the life of this Agreement; and
 - (ii) Consolidation of leave loading.

2.7 Promotional Positions

- 2.7.1 Enhanced management of classification changes issues by:

- (a) Broad banding

Broad banding of Principal and Head of Special Education Services positions will involve the grouping of adjacent bands in order that a person appointed on merit or through relocation to a school of a particular band may progress to the higher band in cases where that school has been re-evaluated to the next band. In addition, it will not be possible for a Principal to broad band into an Executive Principal position. Provided that a Principal or Head of Special Education Services shall be eligible for only one such progression in accordance with this provision without an appointment to a higher band through merit selection process. These broad banding arrangements will also apply to a Deputy Principal located in a Band 8 primary or special school who is eligible to access the arrangements outlined in Part 7, should that school be re-banded to a Band 9 school.

- (b) Position re-evaluation

For the purposes of this Agreement, clause 5.3.9 *Teachers Award - State 2012* will apply to all employees remunerated under Stream 2 Heads of Program and Stream 3 School Leaders of this agreement.

2.8 Recognition of Service – Special Leave

- 2.8.1 The parties agree that from the date of certification of this Agreement approved service as a teacher while on special leave without salary will be recognised for classification purposes only. Such service will be recognised upon provision of required documentation. The parties are to determine the definition of approved service.

PART 3 - DISPUTE RESOLUTION

All workplaces covered by this Agreement shall operate on the basis that effective consultation between teachers and administrators is an essential measure to ensure that change within the workplace is managed in a manner consistent with the principles established through this Agreement.

The requirement for workplaces to operate in a consultative manner is not intended to impinge on the capacity of school leaders to make operational decisions except where such decisions would have an impact on the industrial entitlements of teachers, administrators and support staff covered by this Agreement.

The parties agree that any significant changes to the operation or organisation of the Department which may adversely affect the conditions, workloads and/or work-life balance of employees covered by this Agreement shall be the subject of timely consultation between the parties.

3.1 School-based Consultation

- 3.1.1 The Local Consultative Committees (“LCC”) are the principal workplace level consultative forum for industrial organisations and the employer and, where one is established, the LCC shall be representative of all employee groups.
- 3.1.2 A LCC shall be established in all workplaces with 20 or more employees although smaller workplaces are not prevented from establishing an LCC where this is desirable.
- 3.1.3 Where the formation of an LCC is required, a formal record of meetings shall be maintained.
- 3.1.4 LCC shall meet on an ongoing basis as required.
- 3.1.5 Membership of LCC shall comprise equal representation of employees nominated by management and by the unions. While the size of the LCC is not prescribed, an LCC will usually consist of eight members: that is, four management representatives and four union representatives provided that two union representatives are Queensland Teachers Union members.
- 3.1.6 Management representatives on a LCC shall include the Principal and other members as nominated by the Principal.
- 3.1.7 Union representatives on a LCC shall be determined by the relevant union through whatever processes they deem appropriate.
- 3.1.8 Broadly, the role of the LCC shall include at least the following:
 - (a) To act as the school’s management/staff/union consultative forum;
 - (b) To oversee the implementation and application of the terms of this Agreement within the school;
 - (c) To resolve, wherever possible at a local level, disputes on the general application of matters contained within this Agreement;
 - (d) To contribute to the planning of smooth change management at a school level, wherever possible, towards fulfilment of the parties’ commitment to cooperate in the implementation of the model of school-based management; and
 - (e) Other roles as agreed by the parties.

- 3.1.9 Matters requiring consultation with LCC shall include: school staffing proposals; bus and playground duty staffing needs; meal break variations; and extensions to the spread of school hours.
- 3.1.10 All representatives shall have access to training on the principles and processes pertaining to the operation of LCC. The parties commit to provide joint training for LCC members on the functions of a LCC, and their roles and responsibilities. Such training shall be agreed between the parties.

3.2 School-based Consultation – Staffing Flexibility

- 3.2.1 The LCC will be consulted with respect to school staffing proposals in accordance with the following terms:
- Funds allocated to staff must be used for the employment or professional development of employees;
 - The effect of any proposed change on class size;
 - Changes to staffing mix will only occur in the event of a substantive vacancy; and
 - Where the staffing proposal seeks to vary the role, or the fraction of that role as performed immediately prior to the substantive vacancy arising, workload management considerations are to form part of the consultation.
- 3.2.2 Staffing proposal decisions will be made by consensus, wherever possible.
- 3.2.3 The parties commit to use their best endeavours to resolve any issue preventing consensus being reached at the school level.
- 3.2.4 Where consensus cannot be reached, the LCC views are to be noted by the final decision-maker, being the Chief Executive or their nominee.
- 3.2.5 Copies of the staffing proposal considered and endorsed by the LCC shall be kept on record at the school and forwarded to the QTU by the QTU representatives at the school.
- 3.2.6 Where one of the parties believe a staffing proposal subject to LCC consultation may contravene this Agreement, the Award or relevant legislation, that party will advise the other such that there will be timely consultation in an endeavour to resolve any dispute at the local level wherever possible.

3.3 Consultation Processes for Small Schools

- 3.3.1 Where a school is not required by the terms of this Agreement to establish a LCC, in addition to the principles of consultation outlined in this Agreement the procedures outlined in this section shall be deemed to be the minimum standard of consultation to be undertaken.
- 3.3.2 Small schools must consider the following issues in consultation:
- (a) Review of existing committee structures so as to avoid overlap and duplication of effort;
 - (b) When considering staffing mix decisions within school/staffing budget and issues affecting the working conditions of employees, consultation with those staff who will be affected should be undertaken as a first step; and
 - (c) Staff involvement in meetings should be assisted by scheduling meetings in a way that accommodates employees with family responsibilities.

3.4 Dispute Resolution Procedures

- 3.4.1 The objectives of this procedure are:
- (a) The avoidance and resolution of any dispute over matters covered by this Agreement, by measures based on the provision of information and explanation, consultation, cooperation and negotiation;
 - (b) Reduction in the level of disputation; and
 - (c) The promotion of efficiency, effectiveness and equity in the workplace.

- 3.4.2 Subject to legislation, while the dispute procedure is being followed, normal work is to continue except in the case of a genuine safety issue. The status quo existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- 3.4.3 There is a requirement for management including the Principal or the person in charge of the centre to provide relevant information and explanation and consult with the appropriate union representatives.
- 3.4.4 In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedures shall apply:
- (a) In the first instance, the matter is to be discussed by the employee(s) concerned (where appropriate) and the Principal/person in charge of the centre. The discussion should take place within 24 hours and the procedure should not extend beyond 2 days;
 - (b) If the matter remains unresolved as per (a) above, it shall be referred to the delegated officer or nominee and to the relevant union officer/delegate/representative who shall arrange a conference of the parties to discuss the matter. This process should not extend beyond a further 5 days;
 - (c) If the matter remains unresolved, it shall be referred to the Director-General of the Department or their nominee and the secretary of the union or nominee for discussion and appropriate action. This process should not exceed a further 7 days; and
 - (d) If the matter is not resolved then it may be referred by either party to the Queensland Industrial Relations Commission.
- 3.4.5 In terms of s. 230 of the *Industrial Relations Act 1999*, the Commission is empowered by this Agreement to settle and determine any matters in dispute.
- 3.4.6 Nothing contained in this procedure shall prevent representatives of the department or the unions from intervening either at the request of a member or through his/her own initiative in respect of matters in dispute, should such action be considered conducive to achieving resolution.

PART 4 – SALARIES AND ALLOWANCES

4.1 Increases to Salaries and Allowances

- 4.1.1 This Agreement provides for the payment of increases to salaries and allowances as set out in Schedule 1. The following salary increases shall be available to employees covered by this Agreement:
- (a) 2.7% on 1 September 2012
 - (b) 2.7% on 1 September 2013
 - (c) 2.7% on 1 September 2014
- 4.1.2 The initial salary increase to be paid shall be based on the final salary rates payable under the *Department of Education and Training Teachers' Certified Agreement 2010* as at 30 June 2012.

4.2 Specified Sites Allowance

- 4.2.1 The Department shall pay a fortnightly allowance as set out in Schedule 1 of this Agreement, to employees covered by this Agreement in the following circumstances:
- (i) Teachers in specified Special Education Facilities as set out in Schedule 2 of this Agreement; and
 - (ii) Teachers in specified schools serving indigenous communities as set out in Schedule 3 of this Agreement.

- 4.2.2 The basis for calculation of this allowance shall be 1% of the fortnightly salary payable to a teacher paid at Band 3 Step 4, or equivalent, excluding the Senior Teacher allowance if one were payable.

4.3 Award Maintenance

- 4.3.1 It is agreed that during the operation of this Agreement the parties will consent to applications before the Queensland Industrial Relations Commission to amend the following Awards to include the salary rates of the *Department of Education and the Arts Teachers' Certified Agreement 2010*:

- (a) *Teachers' Award – State 2012*
- (b) *Community Teachers, Assistant Teachers – Aboriginal and Torres Strait Islander Community Schools Award – State 2012*

- 4.3.2 This consent is provided subject to such applications providing for sufficient gap between current enterprise bargaining wage rates and the intended new award wage rates as contemplated at Principle 8 (Award Amendments to Give Effect to a Certified Agreement) of the State Wage Case Statement of Policy.

PART 5 – CLASSIFICATION STRUCTURE

The parties agree to continue to apply a three-streamed classification structure. The classification structure will differentiate between teaching and leadership positions.

5.1 Stream 1 – Classroom Teachers

- 5.1.1 Stream 1 prescribes classification, remuneration and increment progression arrangements for classroom teachers.

5.1.2 Experienced Senior Teacher Classification

- (a) The Experienced Senior Teacher classification will be available to any four-year trained teacher with 4 or more years' satisfactory service as a Senior Teacher or any three-year trained teacher with 7 or more years' satisfactory service as a Senior Teacher.
- (b) The Experienced Senior Teacher classification will be accessed through a merit selection process.

5.2 Stream 2 – Heads of Programs

- 5.2.1 Stream 2 prescribes classification, remuneration and increment progression arrangements for employees holding the positions of Head of Curriculum, Head of Department, Head of Special Education Services, Senior Guidance Officer, Guidance Officer or as otherwise determined by agreement between the parties.

- 5.2.2 Employees in this stream will progress through the classification structure on the basis of one increment every two years; that is, reaching the salary horizon at the commencement of the fifth year of service at that classification level.

5.2.3 Literacy and/or Numeracy Coaches

- (a) Where the Department engages Literacy and/or Numeracy Coaches, teachers appointed to these positions will be remunerated at classification level Stream 2, Level 1 Steps 1-3 in accordance with this Agreement.
- (b) Upon completion of the teacher's appointment, the teacher will revert to his/her substantive classification prior to appointment with recognition of service and, if transferred to take up the appointment, will on request be transferred at departmental expense to the education district from which he/she originally came.

5.3 Stream 3 – School Leaders

- 5.3.1 Stream 3 prescribes classification, remuneration and increment progression arrangements for employees holding the leadership positions of Deputy Principal, Principal or Executive Principal.

- 5.3.2 With the exception of Executive Principals, employees in this stream will progress through their classification on the basis of one increment every two years; that is, reaching the salary horizon at the commencement of the fifth year of service at that classification level.

5.3.3 Employees within this stream will participate in an agreed formalised annual process to confirm an agreement of expectations and review performance based on the current school improvement and accountability framework or agreed alternative.

5.4 Annual Progression

5.4.1 Progression from one salary step to the next salary step by annual increment will be subject to satisfactory performance.

5.4.2 Employees who are subject to a Managing Unsatisfactory Performance (Stage 2 or beyond) process at the time of their annual increment will not be entitled to progress to the higher increment.

5.4.3 Should an employee who was previously subject to a Stage 2 or beyond Managing Unsatisfactory Performance process be subsequently found to be performing satisfactorily, they will be entitled to progress by annual increment from the date on which they are deemed to be performing satisfactorily and each anniversary of the date on which they are deemed to be performing satisfactorily thereafter (subject to continued satisfactory performance).

5.5 Internships

5.5.1 Where the Department provides employment opportunities for high-calibre pre-service teachers to undertake school-based internships, interns will be appointed to the salary step of Band 1, Step 1.

PART 6 – ARRANGEMENTS FOR ENGAGEMENT OF “EXECUTIVE PRINCIPALS” AND PRINCIPALS IN NATIONAL PARTNERSHIP SCHOOLS

6.1 Executive Principals and Principals in National Partnership Schools’ additional employment conditions (including monetary and non-monetary incentives) shall be provided in an instrument of appointment made under the provisions of the *Public Service Act 2008* with the balance of employment conditions provided for under this Agreement.

6.2 For those Executive Principals and Principals in National Partnership Schools whose additional employment conditions are provided in such an instrument as at the date of certification, the salary increases contained in clause 4.1 of this Agreement will apply for the life of that instrument.

6.3 Should an Executive or National Partnership School Principal be engaged or re-engaged during the life of the agreement, the salary increases applicable will be those provided for in the instrument of appointment.

6.4 The Department commits to ensure that Executive Principals and National Partnership School Principals will be afforded reversionary rights with respect to their tenured position. These rights will be negotiated and reflected in any future instrument of appointment.

PART 7 – DEPUTY PRINCIPALS – PRIMARY & SPECIAL SCHOOLS

7.1 Deputy Principals who are appointed to positions at a Band 9, 10 or 11 primary or special schools, will be appointed to a classification level DSL2 (Band 7 Step 2 to Band 7 Step 4). These officers will progress through their classification on the basis of one increment every two years; that is, reaching the salary horizon at the commencement of the fifth year of service at that classification level.

7.2 Deputy Principals appointed to, or serving in, schools below Band 9 will be remunerated in accordance with the classification DSL1 (Band 6 Step 3 to Band 6 Step 5).

PART 8 – HEAD OF CURRICULUM

8.1 The Department commits to centrally fund permanent Head of Curriculum (“HOC”) positions in primary schools with enrolments of 225 to 324.

8.1.1 The release time for these HOC positions will utilise the school’s CCT allocation, with an additional centrally funded allocation of 0.2 FTE CCT release to be provided, as detailed in 2.2.1.

8.1.2 The teaching load/release ratio for HOC positions in these schools will be:

- School enrolments 225 - 299: 0.6 teaching load
- School enrolments 300 - 324: 0.5 teaching load

- 8.2 An additional 200 permanent HOC positions will be available to selected primary and special schools through submission and allocated according to criteria as agreed between the parties.
- 8.2.1 The Department will meet all costs associated with the salary differential for officers appointed to these HOC positions provided schools meet costs associated with non-teaching release time.
- 8.2.2 The teaching load/release ratio for HOC positions in these schools will be:
- School enrolment less than 225 : 0.6 teaching load
 - School enrolments 325 and above : 0.5 teaching load
- 8.3 The parties agree that schools will have the ability to cluster and share such a position across sites provided the position is school-based.
- 8.4 HOC positions are embargoed from staffing proposals that reduce the classification or increase the teaching load of these positions for the life of the agreement.
- 8.5 HOC will be remunerated in accordance with the classification level in Stream 2 - HOC 1.1 to HOC 1.3 (Band 5 Step 1 to Band 5 Step 3). Progression through this band will be on the basis of one increment every two years; that is, reaching the salary horizon at the commencement of the fifth year of service at that classification level.

PART 9 – TEMPORARY TEACHERS

9.1 Minimum Engagement of Temporary Teachers

- 9.1.1 The minimum period of engagement for a teacher in a temporary capacity is five days provided that the engagement is for a continuous period of at least five days or a period of at least five days established as a regular pattern of work.
- 9.1.2 Where a supply teacher is engaged at the commencement of a five-day period that then results in a need for a temporary teacher they must be paid at the supply teacher rate for the days on which they were engaged in a supply teaching capacity.

9.2 Temporary Teacher Professional Development

- 9.2.1 Temporary teachers are required to attend pupil free days that fall within the period of their temporary engagement.
- 9.2.2 Temporary teachers are required to attend professional development opportunities outside of school hours where those professional development opportunities are provided in lieu of pupil free days that fall within their temporary engagement period.
- 9.2.3 Where temporary teachers are required by the Department, including a school, to attend additional pupil free days, they shall be paid for their attendance.
- 9.2.4 The Department will provide casual and temporary employees' access to professional development opportunities as follows:
- (i) Temporary teachers engaged on contract at a school will be invited to access in service/professional development opportunities offered by the school provided that their attendance does not incur additional costs for the Department. These costs may include program costs and costs associated with the engagement of relief teachers for professional development held during rostered duty time.
 - (ii) Temporary and casual relief teachers who are engaged with or have an active application with the Department may be invited to access professional development opportunities provided at a Regional, District or cluster level offered by the Department. Such access will be offered on the basis that their attendance does not incur additional costs for the Department and that any fees or contributions required of permanent employees for attendance and materials shall be payable by casual and temporary teachers, where applicable.

9.3 Paid Leave During Summer and School Vacation Periods – Temporary Teachers

- 9.3.1 Temporary teachers who are engaged from the commencement of a school year (including pupil-free days) for the full school year and are re-engaged in a permanent or temporary capacity by no later than the beginning of

the third week of the next school year will be entitled to paid leave for the duration of the summer vacation period.

- 9.3.2 Temporary teachers who are engaged as secondary school teachers who work a full school year and cease employment two weeks or less prior to the end of that school year will be entitled to paid leave for the duration of the summer vacation period if re-engaged in a temporary contract by at least the beginning of the third week of Term One of the next school year.
- 9.3.3 The Department undertakes to work pro-actively with those teachers who may be eligible to receive the full vacation pay if they are employed in Term One of the next year to identify potential positions and appoint them to those positions prior to the end of the school year in an endeavor to enable payments to continue over the summer vacation period.
- 9.3.4 Temporary teachers who are engaged no later than the beginning of the third week of a school year for the remainder of the school year and then are re-employed in a permanent or temporary capacity from the commencement of the following school year (including pupil-free days) will be entitled to pro rata paid leave calculated in accordance with sub clause 9.3.6 below.
- 9.3.5 Temporary teachers who have breaks in service during the course of the school year will receive pro-rata paid leave for the summer vacation period provided that there is not more than nine school days (excluding pupil-free days) during the school year when they did not work, and who are re-employed by at least the beginning of the third week of the following school year, will be entitled to pro rata paid leave calculated in accordance with sub clause 9.3.6 below.
- 9.3.6 Eligible temporary teachers' pro rata entitlement to paid leave during the summer vacation period in accordance with subclasses 9.3.4 and 9.3.5 above will be calculated as follows:

(Number of school days engaged in school year ÷ Number of school days in school year) x Duration of summer vacation period

For example:

- A temporary teacher working 191 days in a school year (200 days) and is re-engaged in the following school year will be entitled to 28.65 days' paid leave during the summer vacation period where the duration of the summer vacation period is 30 days.

- 9.3.7 Except where otherwise entitled to any period of paid leave during the summer vacation period, temporary teachers who work a minimum of 100 days in any one school year and work on a temporary contract for a minimum of 10 days in total during Term Four of that school year will be entitled to paid leave during the summer vacation period calculated in accordance with sub-clause 9.3.8 below provided that a teacher who works for all or part of Semester 1 and is not re-employed in that school year will not be entitled to a pro-rata payment.
- 9.3.8 Eligible temporary teachers' pro rata entitlement to paid leave during the summer vacation period in accordance with sub clause 9.3.7 above will be calculated as follows:

(Number of school days engaged in school year ÷ Number of school days in school year) x 20 days

For example:

- A temporary teacher working 200 days in a school year (200 days) who is not re-engaged in the following school year will be entitled to the maximum entitlement of 20 days paid leave during the summer vacation period; or
- A temporary teacher who works 100 days in Semester 2 (Terms Three and Four) of a school year (200 days) will be entitled to 10 days paid leave during the summer vacation period; or
- A temporary teacher who works 134 days in a school year (200 days), including at least 10 days in Term Four, will be entitled to 13.4 days paid leave during the summer vacation period.

- 9.3.9 Entitlement to pro-rata paid leave during the summer vacation period will not affect the entitlement of temporary teachers to paid leave during mid-year school vacation periods in accordance with the *Teachers' Award – State 2012*.
- 9.3.10 In calculating the entitlement to paid leave during summer vacation periods for temporary teachers, the total period of employment shall include periods of casual supply teaching. However, because casual payments include a loading in lieu of leave benefits, supply teaching service will be counted only to determine eligibility and does not itself attract a pro-rata vacation entitlement.

PART 10 – SCHOOL-BASED MANAGEMENT

School-based management guarantees apply to all state schools, including the transition to Flying Start and Independent Public Schools.

10.1 Employment of Teachers

Notional salary allocation will be made centrally. Funds allocated in the total school budget for staffing must be used for the employment or professional development of staff. The annual total school budget will not be used to fund any salary increases payable under this Agreement.

10.2 Specialist Services

10.2.1 Principals in consultation with departmental officers will determine the provision of support services in accordance with provisions of this Agreement relating to flexible staffing.

10.2.2 Teachers with specialist training, experience and/or qualifications will continue to provide specialist services including in the following areas/roles:

- (i) instrumental music;
- (ii) guidance;
- (iii) advisory visiting teachers;
- (iv) teacher-librarians;
- (v) languages other than English (LOTE);
- (vi) music;
- (vii) learning support; and
- (viii) health and physical education.

10.3 Transfer and Relocation

The transfer and relocation cycle will continue to occur prior to the new appointments' cycle. The Department is committed to the placement of teachers who become eligible for transfer through the transfer system or who have been identified for transfer on compassionate grounds. Transfer shall be subject to the existence of a suitable vacancy in the area.

10.4 Monitoring Procedures

In order that the guarantees in this document can be properly monitored, the Department will provide to the relevant unions the following information:

- (i) permanent and temporary teacher numbers and the number of teachers on leave, including details of type of leave, at the same three agreed times each year;
- (ii) the allocative methodology used as the basis for staffing schools, including allocation of specialist teachers and services; and
- (iii) class size data.

Where available, a breakdown of information by Region and sector will also be provided.

10.5 School Leadership and Management

The parties acknowledge that the day-to-day leadership and management of the school is the responsibility of the principal. This role is crucial to the effective operation of the school. The staffing flexibility arrangements prescribed in Part 3 of this Agreement will apply to all schools in Queensland.

PART 11 – MEAL BREAKS (INCLUDING BUS AND PLAYGROUND SUPERVISION)

11.1 Meal Breaks

11.1.1 An alteration to the minimum required meal break (45 minute) may be made following consultation with the LCC (where required to be constituted), provided that:

- (a) All teachers receive a minimum continuous meal break of 30 minutes per day; and
- (b) Total period for meal breaks is no less than 225 minutes per teacher per week. This cannot be averaged over a longer period.

11.1.2 Where teachers in specialist roles are required to perform duties during the course of scheduled meal breaks, a meal break, consistent with the terms of the *Teachers' Award – State 2012* or in the alternative clause 11.1.1 of this Agreement, shall be provided at an alternative time determined by agreement between the Principal and individual teachers.

11.2 Bus and Playground Supervision

11.2.1 The parties agree that teachers will be relieved of bus supervision duties and supervision of students in the playground as far as possible and where appropriate.

11.2.2 Teachers are still required to undertake some part of those duties. The appropriate mix of teachers and teacher aides will be determined by the Principal of the school, having regard to local circumstances and in accordance with consultative arrangements in this Agreement.

11.2.3 Teachers shall not be required to undertake bus supervision duties for more than 30 minutes after the completion of the daily program of instruction.

PART 12 – REMOTE AREA INCENTIVE SCHEME

12.1 The aggregate expenditure associated with the RAIS incentives and compensation benefits (including Human Resource, monetary and leave incentives) will be provided at a level no less favourable than provided at the time of certification.

12.2 The parties acknowledge that the RAIS advisory committee will continue in its roles of advising the Department on proposed strategies to continue attracting and retaining quality teachers in rural and remote Queensland and reviewing Compensation Benefits on an annual basis.

PART 13 – SALARY PACKAGING

13.1 Salary packaging is available for all employees covered by this Agreement.

13.2 The Department will apply the following principles for employees that avail themselves of salary packaging:

- (a) as part of the salary package arrangements, the cost for administering the package, including fringe benefits tax, are met by the participating employee;
- (b) there will be no additional increase in superannuation costs or to fringe benefits payments made by the employer;
- (c) increases or amendments in taxation are to be passed on to employees as part of their salary package;
- (d) employees must provide to the employer evidence of independent financial advice prior to taking up a salary package;
- (e) there will be no significant administrative workload or other ongoing cost to the employer; and
- (f) any additional administrative and fringe benefits tax costs are to be met by the employee.

13.3 The employee's salary for superannuation purposes and termination payments will be the gross salary which the employee would receive if not taking part in salary packaging.

13.4 The removal of the current 50% salary cap on salary sacrifice for the purposes of superannuation will be achieved through amendment to Government policy.

PART 14 – TEACHER PROFESSIONALISM

14.1.1 The parties acknowledge their shared interest in, and commitment to, advancing teacher professional matters.

14.1.2 This shared interest and commitment may continue to be demonstrated through a range of mechanisms including:

- Induction and introduction to teaching programs;
- Professional development and training opportunities;
- Professional standards for teachers;

- Performance planning including but not limited to the Developing Performance Framework and Principal’s Capability and Leadership Framework;
- Performance management processes; and
- Joint statements.

14.1.3 The parties commit to consult prior to any implementation of initiatives arising from the Australian Institute for Teaching and School Leadership (“AITSL”) agenda including those matters linked to improving teacher quality.

PART 15 – ADULT SUPERVISION OF PRE-SET LEARNING

15.1 Adult supervision is an alternative model of service delivery for students located in remote and regional communities where in a teacher’s absence the school would otherwise close; for students participating in the Virtual School Service; and when learning is pre set.

15.2 Remote and regional communities

15.2.1 This sub-clause shall have application to one and two teacher schools that are outlined in Schedule 3 of this Agreement, or other schools as may from time to time be agreed.

15.2.2 In circumstances where a teacher is absent from duty for up to and including three consecutive school days and no replacement teacher is immediately available, the Department may arrange for a responsible adult to supervise pre-set learning activities for the students.

15.2.3 The term “responsible adult” is not limited to any class of adult and may include: a teacher aide or parent/guardian. Such person shall meet the requirements of the *Commission for Children and Young People and Child Guardian Act 2000*. The decision with regard to the appointment of the responsible adult shall be made at the district level.

15.2.4 The intention of this sub-clause is to provide continuity to student learning where a teacher’s absence is related to emergent or sudden circumstances. Unplanned short-term sick leave shall be included in this category.

15.3 Virtual School Service

15.3.1 This sub-clause shall have application to all Virtual School Services operated by the Department.

15.3.2 The Department may arrange for a responsible adult to supervise students, without a teacher being present, during the delivery of lessons in a virtual learning setting. These arrangements shall be made at the local level.

15.3.3 The term “responsible adult” is not limited to any class of adult and may include: a teacher aide or parent/guardian. Such person shall meet the requirements of the *Commission for Children and Young People and Child Guardian Act 2000*.

PART 16 – MEMORANDUM OF AGREEMENT

16.1 Subject to and in accordance with the No Further Claims clause of this Agreement, the parties may from time to time enter into Memoranda of Agreement in relation to matters such as:

- Circumstances that apply to a specific workplace or group of workplaces; and
- Circumstances that apply to a specific group of employees.

16.2 Matters to be included in a Memorandum of Agreement will include the Independent Public Schools program.

16.3 The parties commit to a basic template of a Memoranda of Agreement into which new and any ongoing existing Memoranda of Agreement will be drafted and to abide by the terms of these Memoranda of Agreement for the operative life of this Agreement.

16.4 In accordance with the Dispute Resolution clause of this Agreement, either party may seek the assistance of the Queensland Industrial Relations Commission in relation to a dispute arising from the application of a

SCHEDULE 1 – SALARY SCHEDULE

	Pay Point	1/09/2012		1/09/2013		1/09/2014	
		\$p.f	\$p.a	\$p.fnt	\$p.a	\$p.fnt	\$p.a
	Percentage Increase:	2.7%		2.7%		2.7%	
Teachers' Award - State (Classroom Teachers)							
Teaching Stream - (Stream 1)							
Band 1	Step 1	1922.10	50146	1974.00	51500	2027.30	52891
	Step 2	1976.80	51573	2030.20	52966	2085.00	54396
	Step 3	2043.10	53303	2098.30	54743	2155.00	56222
	Step 4	2113.30	55135	2170.40	56624	2229.00	58153
Band 2	Step 1	2239.90	58437	2300.40	60016	2362.50	61636
	Step 2	2293.10	59825	2355.00	61440	2418.60	63100
	Step 3	2413.00	62953	2478.20	64655	2545.10	66400
	Step 4	2533.30	66092	2601.70	67877	2671.90	69708
	Step 5	2654.20	69246	2725.90	71117	2799.50	73037
Band 3	Step 1	2754.80	71871	2829.20	73812	2905.60	75805
	Step 2	2855.90	74508	2933.00	76520	3012.20	78586
	Step 3	2956.40	77130	3036.20	79212	3118.20	81352
	Step 4	3062.80	79906	3145.50	82064	3230.40	84279
Senior Teacher		3203.20	83569	3289.70	85826	3378.50	88143
Experienced Senior Teacher		3279.40	85557	3367.90	87866	3458.80	90238
Promotional Teaching Positions							
Heads of Program		1/09/2012		1/09/2013		1/09/2014	
Stream 2		\$p.f	\$p.a	\$p.fnt	\$p.a	\$p.fnt	\$p.a
	Paypoint 11	3518.40	91793	3613.40	94271	3711.00	96817
	Paypoint 12	3609.70	94175	3707.20	96718	3807.30	99330
	Paypoint 13	3687.30	96199	3786.90	98798	3889.10	101464
	Paypoint 21	3687.30	96199	3786.90	98798	3889.10	101464
	Paypoint 22	3782.90	98693	3885.00	101357	3989.90	104094
	Paypoint 23	3873.30	101052	3977.90	103781	4085.30	106583
	Paypoint 31	3864.50	100822	3968.80	103543	4076.00	106340
	Paypoint 32	3964.10	103421	4071.10	106212	4181.00	109079
	Paypoint 33	4068.60	106147	4178.50	109014	4291.30	111957
	Paypoint 41	4065.30	106061	4175.10	108925	4287.80	111866
	Paypoint 42	4164.20	108641	4276.60	111574	4392.10	114587
	Paypoint 43	4268.70	111367	4384.00	114375	4502.40	117464

School Leaders		1/09/2012		1/09/2013		1/09/2014	
Stream 3		\$p.f	\$p.a	\$p.fnt	\$p.a	\$p.fnt	\$p.a
SL1	Paypoint 11	3724.20	97162	3824.80	99786	3928.10	102481
	Paypoint 12	3820.70	99679	3923.90	102372	4029.80	105135
	Paypoint 13	3912.20	102067	4017.80	104822	4126.30	107652
DSL1 / SL2	Paypoint 21	3903.30	101834	4008.70	104584	4116.90	107407
	Paypoint 22	4003.70	104454	4111.80	107274	4222.80	110170
	Paypoint 23	4109.30	107209	4220.30	110105	4334.20	113076
DSL2	Paypoint 30	4005.20	104493	4113.30	107313	4224.40	110212
	Paypoint 31	4105.80	107117	4216.70	110011	4330.60	112982
	Paypoint 32	4206.00	109732	4319.60	112695	4436.20	115737
DSL3 / SL3	Paypoint 31	4105.80	107117	4216.70	110011	4330.60	112982
	Paypoint 32	4206.00	109732	4319.60	112695	4436.20	115737
	Paypoint 33	4311.30	112479	4427.70	115516	4547.20	118633
SL4	Paypoint 41	4320.80	112727	4437.50	115771	4557.30	118897
	Paypoint 42	4429.60	115565	4549.20	118685	4672.00	121889
	Paypoint 43	4539.10	118422	4661.70	121620	4787.60	124905
SL5	Paypoint 51	4568.10	119179	4691.40	122395	4818.10	125701
	Paypoint 52	4682.80	122171	4809.20	125469	4939.00	128855
	Paypoint 53	4795.60	125114	4925.10	128492	5058.10	131962
SL6	Paypoint 61	4836.30	126176	4966.90	129583	5101.00	133082
	Paypoint 62	4955.10	129275	5088.90	132766	5226.30	136351
	Paypoint 63	5076.40	132440	5213.50	136017	5354.30	139690
SL7	Paypoint 71	5119.80	133572	5258.00	137178	5400.00	140882
	Paypoint 72	5251.70	137013	5393.50	140713	5539.10	144511
	Paypoint 73	5377.80	140303	5523.00	144091	5672.10	147981

Rates payable to employees covered by the Community Teachers, Assistant Teachers - Aboriginal and Torres Strait Islander Community Schools Award - State 2012

		1/09/2012		1/09/2013		1/09/2014	
		\$p.f	\$p.a	\$p.fnt	\$p.a	\$p.fnt	\$p.a
Assistant Teachers	Step 1	1628.30	42481	1672.30	43629	1717.50	44808
	Step 2	1671.10	43598	1716.20	44774	1762.50	45982
	Step 3	1713.40	44701	1759.70	45909	1807.20	47149
	Step 4	1755.50	45800	1802.90	47036	1851.60	48307
Community Teachers	Step 1	1697.10	44276	1742.90	45471	1790.00	46700
	Step 2	1788.80	46669	1837.10	47929	1886.70	49223
	Step 3	1881.40	49084	1932.20	50410	1984.40	51772
	Step 4	1977.50	51592	2030.90	52985	2085.70	54414
	Step 5	2074.00	54109	2130.00	55570	2187.50	57070
	Step 6	2147.10	56016	2205.10	57530	2264.60	59082
	Step 7	2221.10	57947	2281.10	59512	2342.70	61119

Rates for Casual Employment

Supply Teachers		1/09/2012		1/09/2013		1/09/2014	
		\$p.f	\$p.a	\$p.fnt	\$p.a	\$p.fnt	\$p.a
		67.768	338.84	69.598	347.99	71.478	357.39

Allowances

Teachers Award - State		1/09/2012		1/09/2013		1/09/2014	
		\$ p.fnt	\$ p.a.	\$ p.fnt	\$ p.a.	\$ p.fnt	\$ p.a.
Senior Teacher Allowance		140.40	3663	144.20	3762	148.10	3864
Secondment Allowance		140.40	3663	144.20	3762	148.10	3864
EOSD allowance for classroom teachers		310.70	8106	319.10	8325	327.70	8549
Specified Sites Allowance		39.60	798	31.50	822	32.30	843

SCHEDULE 2 - SPECIFIED SPECIAL EDUCATION FACILITIES

The Special Education Facilities referred to in Clause 4.2.1(i) of this Agreement as those to which a Specified Sites Allowance shall be paid are:

- Special Schools;
- Special Education Units;
- Special Education Developmental Units;
- Special Education Classes;
- Special Education Developmental Centres; and
- Other Special Education Facilities as may from time to time be approved by the employer.

SCHEDULE 3 – SPECIFIED SCHOOLS SERVING INDIGENOUS COMMUNITIES

The schools serving indigenous communities referred to in Clause 4.2.1(ii) of this Agreement as those to which a Specified Sites Allowance shall be paid are:

Birdsville State School
 Bloomfield River State School
 Burketown State School
 Bwgolman Community School
 Camooweal State School
 Cape York Aboriginal Australian Academy and campuses
 Cherbourg State School
 Croydon State School
 Dajarra State School
 Doomadgee State School
 Kowanyama State School
 Laura State School
 Lockhart River State School
 Mornington Island State School
 Normanton State School
 Northern Peninsula Area College and campuses
 Pormpuraaw State School
 Tagai State College and campuses
 Urandangi State School
 Western Cape College
 Woorabinda State School
 Yarrabah State School and

Other schools as may from time to time be approved by the employer.