

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

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

DEPUTY PRESIDENT BLOOMFIELD

17 March 2010

CERTIFICATE

This matter coming on for hearing before the Commission on 17 March 2010 the Commission certifies the following written agreement:

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

made between:

- Department of Education and Training
- Queensland Teachers' Union of Employees
- Queensland Public Sector Union of Employees

The agreement was certified by the Commission on 17 March 2010 and shall operate administratively from 1 July 2009 until its nominal expiry on 30 June 2012.

Pursuant to s. 173 the Commission also terminates CA238 of 2006 (Department of Education and the Arts Teachers' Certified Agreement 2006).

By the Commission.

A.L. BLOOMFIELD
Deputy President

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 156

Department of Education and Training
 AND
 Queensland Teachers' Union of Employees
 AND
 Queensland Public Sector Union of Employees

(No. CA2 of 2010)

**DEPARTMENT OF EDUCATION AND TRAINING TEACHERS' CERTIFIED
 AGREEMENT 2010**

APPLICATION FOR CERTIFICATION OF AGREEMENT

THE AGREEMENT, having been made under the *Industrial Relations Act 1999* on 8 March 2010, BETWEEN the Department of Education and Training AND Queensland Teachers' Union of Employees AND The Queensland Public Sector Union of Employees, witnesses that the parties mutually agree as follows:-

Particulars of current or previous certified agreements:

(a) *Department of Education and the Arts Teachers' Certified Agreement 2006 (CA/2006/238)*.

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 and Training Teachers' Certified Agreement 2010*.

1.2 Arrangement

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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 and Training (the Department) and those employees engaged under the *Teachers' Award - State 2003* and *Community Teachers, Assistant Teachers - Aboriginal and Torres Strait Islander Community School Award - State 2003* and the Queensland Teachers' Union of Employees and The Queensland Public Sector Union of Employees.

1.3.2 Employees engaged under the *Teachers' Award - State 2003* 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 shall operate from 1 July 2009 and shall have a nominal expiry date of 30 June 2012.

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 the Arts Teachers' Certified Agreement 2006 in its entirety.

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

- (a) *Teachers' Award - State 2003*;
- (b) *Community Teachers, Assistant Teachers - Aboriginal and Torres Strait Islander Community Schools Award - State 2003*; and
- (c) *Practice Teaching in State Schools Industrial Agreement*.

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

1.6.4 Subject to the No Further Claims Clause of this Agreement, the Department shall not be precluded from varying the conditions or policies referred to within this Agreement where the relevant provision of a policy is varied by agreement with the QTU and the QPSU.

1.7 Objectives of this Agreement

1.7.1 To enhance delivery of educational services that:

- (a) Support the Department's programs in *Queensland State Education - 2010, Education and Training Reforms for the Future* and *Closing the Gap Education Strategy* to achieve the best educational outcomes for all school students;
- (b) Provide efficient and high quality services;
- (c) Support initiatives in school-based planning, management and accountability frameworks;
- (d) Implement fair and equitable employment practices; and
- (e) 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 Equity Considerations

1.8.1 This Agreement will achieve the principle objects specified in subsections 3(c), 3(d) and 3(m) of the *Industrial Relations Act 1999*. The parties will respect and value the diversity of employees through helping to prevent and eliminate discrimination. The parties are committed to the principles of equity and merit.

1.8.2 In addition, the effect of this Agreement is not to allow any conduct or treatment, either direct or indirect, that would contravene the *Anti-Discrimination Act 1991*.

1.9 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 April 2012) with a view to negotiating and settling a replacement certified agreement.

1.10 Definitions and abbreviations

'Employee' - means all permanent, temporary and casual persons employed by the Department of Education and Training pursuant to and within the meaning of the *Teachers' Award - State 2003*, *Community Teachers, Assistant Teachers - Aboriginal and Torres Strait Islander Community Schools Award - State* 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”.

1.11 No Further Claims

- 1.11.1 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.
- 1.11.2 In accordance with clause 3.9 (Dispute Resolution), any party may seek the assistance of the Queensland Industrial Relations Commission in relation to any dispute arising from any new initiative affecting the work of teachers covered by this agreement which is implemented during the life of the Agreement. These initiatives include those introduced by the Queensland Government, the Commonwealth Government or statutory authorities of either.
- 1.11.3 In accordance with s.181 of the *Industrial Relations Act 1999*, the parties must not engage in industrial action in relation to the resolution of any such dispute.
- 1.11.4 Should it be agreed that specific subsidiary agreement/s (however named) may be negotiated under this Agreement, all rights associated with protected industrial action under the *Industrial Relations Act 1999* will apply to all parties involved.
- 1.11.5 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.
- 1.11.6 Unless inconsistent with the terms of this Agreement, the entitlement of employees covered by this Agreement as contained in awards, agreements, Ministerial Directives or determinations made under the *Public Service Act 2008* effective on the date of this Agreement shall not be reduced for the life of the Agreement.
- 1.11.7 In relation to current policies (as listed below), the entitlements to these policies shall be retained for the life of the Agreement. This is subject to the agreed outcomes of the reviews at Parts 11 and 14 of the Agreement.

The relevant policies are:

- 1) Teacher Transfer Guidelines;
- 2) Remote Area Incentive Scheme; and
- 3) Relocation of Classified Teachers.

1.12 Termination of this Agreement

The parties agree that this Agreement shall be able to be terminated after its nominal expiry date, in accordance with section 173 of the *Industrial Relations Act 1999*, provided that a replacement certified agreement is in existence, and such replacement certified agreement consolidates relevant employment conditions or other agreed clauses from this Agreement into the replacement certified agreement.

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. The parties acknowledge the fundamental importance of class size contributing to the learning outcomes of students and the health and welfare of teachers.
- 2.1.2 Accordingly, the Department is committed to the following maximum class size targets:
- | | |
|-----------------------------------|-------------------------|
| Prep, Years 1-3, Years 11-12..... | 25 students per teacher |
| Years 4-10 | 28 students per teacher |
- 2.1.3 Classes in excess of these maximum target sizes should only occur in exceptional circumstances. Where there is the possibility of class sizes in excess of these targets, the class arrangements shall be the subject of a timely,

collaborative and consultative process with staff in accordance with the consultative principles contained in this Agreement.

2.2 Curriculum Coordination Time

2.2.1 From the commencement of the 2007 school year, the Curriculum Coordination Time allocated to primary schools will be as follows:

Enrolment	2009/2010/2011 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

*Curriculum Co-ordination Time 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 Curriculum Co-ordination Time (CCT) 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 2003. 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 must benefit educational outcomes and shall be subject to agreement by 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 teachers' daily maximum rostered duty time shall not exceed 7 hours, while a full-time teachers' 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. Entitlements to meal breaks and rest pauses will reflect the provisions of the *Teachers' Award State - 2003* or, in the alternative, Part 12 of this Agreement.

2.4 Workload Management and Work/Life Balance

- 2.4.1 Teachers and other employees are entitled to an appropriate workload that supports a reasonable work-life balance, including their family and cultural responsibilities, and has regard to their personal health and welfare.
- 2.4.2 The parties recognise educational and other initiatives being implemented by the Department may adversely affect the workload and work-life balance of employees.
- 2.4.3 The Department undertakes to give consideration to the impact on workload and work-life balance of these initiatives and Education Queensland's overall program in its decision making and planning at all organisational levels.
- 2.4.4 The Department agrees to formally consult the Unions where new initiatives, policies or curriculum which result in significant change to employees' work and which may have adverse effects on teachers and/or other employees' workloads and/or work-life balance.
- 2.4.5 The parties agree that where Unions take issue with the workload effects of major initiatives policies and curriculum, formal consultation will take place and workload impact statements will be prepared and made available to the Unions and relevant employees to assist the Department's consideration of the impact of changes on the workload and work-life balance of employees.
- 2.4.6 The parties recognise that inefficient administrative procedures add to the workload of employees without enhancing productivity. Administrative procedures will continue to be jointly examined with a view to streamlining them to reduce the administrative burden on teachers, principals and associate administrators.
- 2.4.7 The Department commits to the implementation of streamlined administrative processes and procedures to address sole administrators' workload concerns by the end of the Term 2, 2010. These processes and procedures will include standardisation of the use of simplified periodic reporting and documentation templates.
- 2.4.8 The Department commits to provide appropriate support and encouragement for sole administrator schools to utilise their existing resource allocations for the engagement of staff on a cluster basis from the start of the Term 3, 2010 school year. The Department will commit to provide examples of "best practice" involving the aggregation of services within regional and district offices in support of sole administrators by the end of Term 2, 2010.
- 2.4.9 The parties will review sole administrator workloads, particularly in relation to administrative requirements, during the 2011 school year with a review to be finalised no later than the end of the 2011 school year.
- 2.4.10 The parties will continue to examine means of enhancing flexibility of working arrangements to assist employees to achieve work-life balance, including improved access to permanent part-time arrangements for teachers and administrators. The Department shall continue to give preference in accessing permanent part-time work to those employees with family responsibilities.

2.5 Parental Leave

Employees are entitled to 14 weeks' paid maternity/adoption leave (increased from 12 weeks) in terms outlined in Directive 05/08 (Schedule 11) or any replacement, subject to the No Further Claims Clause of this Agreement. There is no transferability of this entitlement to a partner.

2.6 Long Service Leave

- 2.6.1 Employees are entitled to pro-rata leave after seven years' service, but not the availability of cash equivalent on termination other than in accordance with Directive 13/08 or any replacement subject to the No Further Claims Clause of this Agreement.
- 2.6.2 In addition, employees are entitled to the following:
- (a) Long Service Leave at half pay for double the period of time for any purpose (not just parental leave);

- (b) 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; and
- (c) Payment of Long Service Leave at employee's rate of pay prior to a voluntary reversion to a lower classification.

2.6.3 Further details with regard to eligibility and access to Long Service Leave entitlements are contained within Ministerial Directive 13/08 or any replacement subject to the No Further Claims Clause of this Agreement

2.7 Cultural Leave

2.7.1 The provision of unpaid Cultural Leave to Community Education Counsellors as prescribed the *Community Education Counsellor Interim Award - State* is unique to the Department within the Queensland Public Sector.

2.7.2 The parties agree that access to unpaid Cultural Leave should be extended to all the Department employees covered by this Agreement.

2.7.3 For the purposes of this Agreement, the parties agree that all employees covered by this Agreement shall be eligible to have an application for unpaid Cultural Leave considered by the Director-General or Delegate of the Department. Any application for unpaid Cultural Leave shall be considered by reference to the discretionary powers of the Director-General under the Minister of Industrial Relations special leave directive.

2.7.4 Appropriate purposes for which such leave may be obtained include:

- (a) An employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for Aboriginal ceremonial purposes or Torres Strait Islander ceremonial purposes. These days may include but will not be limited to tombstone openings, smoking of houses, initiation ceremonies, National Aborigines and Torres Strait Islanders Observance Day, Coming of the Light or to attend other such ceremonies deemed by the elders to be significant.
- (b) An employee who is legitimately required by their cultural background (and who is not an Aboriginal or Torres Strait Islander person), to be absent from work for cultural purposes. These days may include but will not be limited to ceremonial mourning days, new year celebrations, significant national or memorial days, ceremonial activities that occur on one and/or number of consecutive days.
- (c) Notwithstanding these provisions the employer may allow any employee to attend significant traditional or ceremonial functions that culturally the employee is required to attend.

2.7.5 Each application for unpaid Cultural Leave shall be considered on a case-by-case basis and be subject to operational convenience. Nothing contained within this clause shall be able to be construed as a guarantee that an application for unpaid Cultural Leave will be approved.

2.7.6 For the purposes of this Agreement, an eligible employee may access up to 10 days' Cultural Leave per annum. All Cultural Leave shall be without pay.

2.7.7 An application for unpaid Cultural Leave shall not be unreasonably rejected by the Director-General or Delegate.

2.8 Access to Long Service Leave as Cultural Leave

2.8.1 Notwithstanding the entitlements in Clause 2.7 of this Agreement, an employee may apply for Long Service Leave as Cultural Leave provided that:

- (a) They are an eligible employee;
- (b) The cultural leave is sought for an appropriate purpose as outlined in clause 2.7.4 of this Agreement;
- (c) The period of leave sought is not less than one day;
- (d) Said employee has Long Service Leave available; and
- (e) Such application will be subject to the Long Service Leave Directive.

2.8.2 Approval of applications for Long Service Leave made on this basis shall not be unreasonably withheld.

2.9 Productivity, Service and Reform Initiatives

2.9.1 The parties commit to productivity, service enhancement and long-term reform initiatives as characterised by:

- (a) Variation of placement of hours of instruction, the practice of moderation duties to be undertaken on October pupil free day, the review of processes and procedures relating to probation for all employees and the continuation of the practice that all employees will continue to be subject to the same disciplinary policy and processes including the right of the employer to re-deploy or suspend in certain circumstances provided that all employees who are suspended without pay shall have the right to lodge a fair treatment appeal;
- (b) Workforce management initiatives including:
 - (i) Provision for the secondment allowance under the *Teachers' Award - State 2003* 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;
 - (ii) Utilisation of EFT payment of salaries for all permanent employees;
 - (iii) Abolition of pay in advance for annual leave and school vacation periods; and
 - (iv) Consolidation of leave loading.

2.10 Promotional Positions

2.10.1 Enhanced management of classification changes issues by:

- (a) Broad banding
 - (i) 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. Provided that such progression will not be possible in the situation where a school is reclassified from Band 10 to Band 11. In addition, it will not be possible for a Principal to broad band into an Executive Principal position. Provided further 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.
 - (ii) A person for whom such progression occurs will be eligible for relocation and applications for merit selection as if the progression constituted a new appointment.
- (b) Position re-evaluation
 - (i) Where a position is assigned to a lower salary band as a result of a review of evaluation, the person shall be required to submit an application for relocation or elect to continue as Principal, Deputy Principal or Head of Special Education Services at the lower band and, consequently, salary level. The classification change shall have effect from the commencement of the next school year.

Where practicable, relocations are to be effected by the start of the next school year. However where no relocation has been effected, the Principal, Deputy Principal or Head of Special Education Services will be “unattached” pending subsequent relocation and may be required to perform such duties as directed by the Executive Director (Schools).
 - (ii) Where a position is assigned to a higher salary band and such progression would necessitate a merit selection for the incumbent, the position shall be filled by merit selection or relocation in order that the successful applicant can take up duty no later than the commencement of the next school year. The incumbent shall be “unattached” but shall relieve at the higher classification until the position has been filled.
- (c) Review of Evaluation
 - (i) The banding of all vacant positions will be reviewed prior to decisions regarding the filling being advertised for merit selection or available for relocation.

- (ii) Otherwise the evaluation of a position shall occur where significant changes to the role of the position since it was last evaluated are identified. The evaluation of a Principal or Head of Special Education Services position may be requested by the incumbent, Executive Director (Schools), Executive Director, Workforce Planning and Performance or the Evaluation Review Committee. Applications shall be made in term 1 each year in order that evaluations are determined by the Evaluation Review Committee and resultant recommendations approved by the Director-General as soon as practicable thereafter but no later than the end of term 2 each year.

2.10.2 Additional Titles for Promotional Positions

The parties recognise the following designations of school-based promotional positions:

- i. Head of Special Education Services
- ii. Head of Curriculum
- iii. Head of School
- iv. Associate Principal
- v. Executive Principal
- vi. National Partnership School Principal
- vii. Literacy and Numeracy Coach

2.11 Recognition of Service - Special Leave

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 - CONSULTATIVE ARRANGEMENTS

3.1 Principles

The parties commit to the continuation and further development of broad-based consultative arrangements aimed at mirroring the principle of structured, collective industrial relations in workplaces covered by this Agreement.

All workplaces covered by this Agreement shall also operate on the basis that effective consultation with employees 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 working conditions or industrial entitlements of employees covered by this Agreement.

These principles are underpinned by the commitment of the Department to formally consult the Union regarding the implementation of educational and other initiatives that affect schools.

The parties agree that consultation regarding such initiatives will occur in a timely manner.

3.2 Effective Consultation

Broadly defined, effective consultation is characterised by:

- 3.2.1 Consultative mechanisms that ensure that, in addition to the parties to this Agreement, there is timely employee involvement in the initiation, implementation and evaluation of proposals impacting on the working and learning conditions in schools;
- 3.2.2 A variety of processes, within which consultation is a key element, that provide opportunities for the realisation of appropriate flexible use of resources in schools;
- 3.2.3 Appropriate processes to consult employees who are directly affected by changes;

- 3.2.4 Processes that encompass all employee groups within workplaces covered by this Agreement;
- 3.2.5 Consensus decision-making wherever possible;
- 3.2.6 From time to time, a review of processes and outcomes leading to improvements and alterations as required and agreed to ensure the relevant arrangements operate with maximum efficiency and effectiveness; and
- 3.2.7 Timely consultation on any matters affecting employment or conditions of employment.

3.3 Collective Industrial Relations

- 3.3.1 Collective industrial relations is a fundamental principle of the management of the Department. This principle recognises the important role of unions and the traditionally high levels of union membership in the public sector. It supports constructive relations between management and unions and recognises the need to work collaboratively with relevant unions and employees in an open and accountable way.
- 3.3.2 The Department as an employer recognises that union membership and coverage issues are determined by the provisions of the *Industrial Relations Act 1999* and any Determinations of the Queensland Industrial Relations Commission.
- 3.3.3 The Department is committed to collective agreements and will not support non-union agreements or statutory individual contracts (excluding individual contractual arrangements under the *Public Service Act 2008*) for employees covered by this Agreement.

3.4 Local Consultative Committees (LCCs)

- 3.4.1 Local Consultative Committees in schools will operate in accordance with this clause.
- 3.4.2 An LCC shall be established in all workplaces with 25 or more employees although smaller workplaces are not prevented from establishing an LCC where this is desirable.
- 3.4.3 Schools listed in Schedule 8 of this Agreement as schools participating in the Low SES School Communities National Partnership will also be required to establish an LCC.
- 3.4.4 The LCC is 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.
- 3.4.5 Where the formation of an LCC is required, a formal record of meetings shall be maintained.
- 3.4.6 LCCs shall meet as required but not less than once per school term.
- 3.4.7 Membership of LCCs 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.
- 3.4.8 Management representatives on an LCC shall include the Principal and other members as nominated by the Principal.
- 3.4.9 Union representatives on an LCC shall be determined by the relevant union through whatever processes they deem appropriate.
- 3.4.10 Broadly, the role of the LCC shall include at least the following:
 - (a) To consider changes to the existing arrangements within a school that are within the resource allocation of the school;
 - (b) To act as the school's management/staff/union consultative forum;
 - (c) To be consulted about issues affecting working conditions of employees;
 - (d) To consider matters around staffing flexibility and workplace reform;
 - (e) To refer to the ECC matters with respect to school-based proposals to reallocate a school's staffing budget as provided under the centrally determined allocative methodology where agreed at the local level and other workplace reform and staffing flexibility processes requiring ECC consideration;
 - (f) To participate in activities associated with Occupational Health and Safety, rehabilitation co-ordination and workplace harassment referral. The decision to adopt these functions lies with the LCC and the statutory or industrial requirements regarding the constitution of bodies associated with these functions must still be satisfied. Notwithstanding this provision of all three functions may also operate outside of the LCC;

- (g) To develop and review the school's/worksite's bus and playground duty roster in accordance with Part 12 of this Agreement;
- (h) To determine variations to meal breaks in accordance with Part 12 of this Agreement;
- (i) To determine matters with respect to the extension to the spread of school hours in accordance with Clause 2.3 of this Agreement;
- (j) To consider the use of funding additional to the resource allocation of the school in accordance with sub-clause 3.7.4;
- (k) To oversee the implementation and application of the terms of this Agreement within the school;
- (l) To resolve, wherever possible at a local level, disputes on the general application of matters contained within this Agreement;
- (m) 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
- (n) Other roles as agreed by the parties.

3.4.11 Decisions of an LCC shall be made by consensus wherever possible.

3.4.12 In circumstances where a consensus cannot be achieved and a decision cannot be reached with regard to a specific matter, such matter shall be referred to the ECC for consideration and advice. This applies to all schools with the exception of those schools listed in Schedule 8 of this Agreement.

3.4.13 Where consensus cannot be achieved and a decision cannot be reached with regard to a specific matter in those LCCs in schools listed in Schedule 8 of this Agreement, the LCC must find means to resolve the matter other than through consensus of the LCC. LCC members may seek the assistance of other departmental employees or the Union to facilitate a resolution to the matter.

3.4.14 All representatives shall have access to training on the principles and processes pertaining to the operation of LCCs. The parties commit to provide joint training for LCC members on the functions of an LCC, and their roles and responsibilities. Such training shall be agreed between the parties.

3.5 Consultation Processes for Small Schools

3.5.1 Where a school is not required by the terms of this Agreement to establish an 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.

3.5.2 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) Particular attention is to be paid to Equal Employment Opportunity target groups;
- (c) When considering a workplace reform initiative, consultation with those staff who will be affected should be undertaken as a first step;
- (d) All staff, teaching and non-teaching, are to be involved in consultation processes to ensure that their views are taken into consideration in decision-making;
- (e) Union representatives must be involved in consideration of any proposals;
- (f) Staff involvement in meetings should be assisted by scheduling meetings in a way that accommodates employees with family responsibilities; and
- (g) Relevant information about departmental policies or award conditions must be readily available for staff to consider.

3.6 Education Consultative Committee (ECC)

3.6.1 The peak consultative forum for matters contained in or arising from this Agreement shall be the ECC.

3.6.2 For the purposes of this Agreement, the ECC comprises representatives of the Department as the employer to be nominated by the employer, and representatives from the Queensland Teachers' Union of Employees and The Queensland Public Sector Union of Employees, to be nominated by the respective unions.

3.6.3 The parties acknowledge that where appropriate the ECC shall also include representatives of the Liquor Hospitality and Miscellaneous Union, Queensland Branch, Union of Employees and the Queensland Nurses' Union of Employees, to be nominated by the respective unions, with a view to providing a unified forum for representatives of employees within the Department.

3.6.4 Broadly, the role of the ECC shall include at least the following:

- (a) To serve as the Department's peak employer/union consultative forum with regard to significant employee relations issues;
- (b) To promote and model consultative processes within the Department;
- (c) To oversee the establishment and operation of Local Consultative Committees (LCC);
- (d) To oversee the implementation of this Agreement;
- (e) To oversee all aspects of the processes for achieving flexibility in schools including the ongoing development of these processes and procedures;
- (f) To maintain a register and monitor schools' flexible staffing arrangements;
- (g) To approve, amend or veto a decision made by an LCC that seeks to make permanent flexible workplace arrangements;
- (h) To amend or veto a decision made by an LCC that is in contravention of this Agreement, relevant legislation, Award entitlements of affected employees or departmental policy;
- (i) To provide advice and appropriate education related to all matters arising from these roles;
- (j) To resolve disputes arising from matters contained within this Agreement; and
- (k) Other roles as agreed by the parties.

3.7 Processes for Achieving Flexibility in Schools

3.7.1 Facilitative Provisions

A facilitative provision is necessary to allow for the amendment of employment conditions or work practices contained within awards, industrial agreements, Directives issued under the *Public Service Act 2008* or the Determinations of Governor-in-Council at the school or workplace in order to meet the objectives of this Agreement. The following procedures shall apply:

- (a) Employees may be represented by their local union delegate(s) and shall have the right to be represented by their union official(s);
- (b) The implementation of changed employment conditions or work practices that shall be the subject of consultation between the principal/supervisors and all employees who would be directly affected in line with consultative mechanisms;
- (c) Conditions of employment or work practices provided for in facilitative provisions can only be implemented by agreement;
- (d) Agreement is defined as obtaining the agreement of the majority of employees affected, however, it is acknowledged by the parties that the consensus should wherever possible be the basis of agreement;
- (e) All employees directly affected must be consulted as a group and the relevant union(s) notified in writing at least 7 days in advance regarding any proposal;
- (f) In the process of determining to amend work practices or employment conditions, appropriate consideration must be given to the potential impact upon employees with family responsibilities, occupational health and safety issues and other employee groups;
- (g) In determining the outcome neither party should unreasonably withhold agreement;
- (h) Any proposal to amend award conditions or provisions within industrial agreements, Directives issued under the *Public Service Act 2008* or the Determinations of Governor-in-Council shall be subject to ratification by the ECC prior to implementation;
- (i) Any such agreement reached must be documented, and must incorporate a review period. A copy of such agreement must be forwarded to the relevant union(s) and the ECC; and
- (j) Basic employment conditions, such as the normal weekly pay of employees, hours of duty, recreation leave, sick leave, long service leave and other leave entitlements, cannot be amended by this process.

3.7.2 Staffing Flexibility Arrangements

The parties acknowledge that flexibility in staffing arrangements is required at a local level. So as to attain this flexibility, the unions acknowledge that the Department will require the ability to modify or alter local staffing arrangements in accordance with local needs.

The parties acknowledge that flexible staffing arrangements will be determined at a local school level and will occur in accordance with the following parameters:

- (a) Funds allocated to staff must be used for the employment of staff;
- (b) Changes to staffing mix shall only occur in the event of a substantive vacancy;
- (c) Any amendment to the staffing mix will be subject to all of the provisions of this Agreement;
- (d) Amendments to the staffing mix provided for in a school's resource allocation will only occur following endorsement by the LCC (where an LCC is required) and a majority of staff. Amendments must be endorsed by the delegated officer and submitted to the ECC for approval;

- (e) The pay and conditions of all employees shall be in accordance with appropriate awards and agreements. Any new positions shall be subject to job evaluation in accordance with the relevant Award or Directive.

3.7.3 Workplace Reform in Schools Program

- (a) The Workplace Reform in Schools Program shall operate on the basis of processes agreed between the parties.
- (b) With the exception of those schools listed in Schedule 8 of this Agreement, workplace reform proposals in school will be approved for no longer than a 12-month period. Where schools seek to extend workplace reforms beyond the initial 12-month period the initial period of extension will be for no longer than a 12-month period. A workplace reform may be in place for a period of three years subject to ongoing approval for extensions of the reform.
- (c) Where a workplace reform has been in place for three years, the reform must be made permanent (subject to the processes for converting workplace reforms to permanency as agreed between the parties) or cease to operate.
- (d) Workplace reform proposals in schools listed in Schedule 8 of this Agreement may run for an initial three-year period without need for extension provided that:
- Any position created as a consequence of the workplace reform is filled through open merit selection; and
 - The reform is reviewed by the LCC in the 18th month of its operation; and
 - The proposal is registered with the ECC .
- (e) Without limiting the provisions for making a workplace reform permanent, where a workplace reform has been in place for three years in those schools listed in Schedule 8 of this Agreement, an extension to this workplace reform may occur as agreed between the parties to this Agreement and subject to ongoing funding arrangements.
- (f) Workplace reforms proposals that seek to provide negotiated time off for teachers on pupil free days in recognition of attendance at professional development outside of school hours will be subject to a modified workplace reform process and automatically approved provided that:
- The professional development runs for no longer than the negotiated time off provided on the pupil free day;
 - The reform is supported by the majority of employees and endorsed by the LCC;
 - Alternative arrangements are available for teachers who do not participate in the professional development; and
 - A copy of the reform is forwarded to the ECC and a register of such reforms is maintained by the parties.

NB: School open days may not be substituted for professional development days.

3.7.4 Conditions Applying to Funding Additional to Schools' Resource Allocation

- (a) Where schools decide to expend funds other than their resource allocation for staffing purposes, LCC endorsement of the proposed expenditure will be sought where the decision results in a change to work practices and working conditions for employees.
- (b) Where the LCC does not endorse the proposed expenditure, the final decision-making authority will rest with the school Principal. This authority is limited to workplace reforms involving expenditure of school funds additional to the school's base resource allocation.
- (g) Schools will be required to provide to the ECC a copy of the proposed expenditure in an agreed format.
- (h) The role of the ECC is to maintain a register of these reforms.
- (i) Where such reforms are in contravention of this Agreement, relevant legislation, Award entitlements of affected employees or departmental policy, the ECC has the authority to amend or veto the reform.
- (j) Where a school seeks to convert flexible arrangements achieved through the use of funds other than their resource allocation to permanency, they must follow the procedures negotiated between the parties for making workplace reforms permanent

3.8 Job Security

The Department is committed to ensuring employment security for its employees through the Employment Security Policy issued by the Office of the Public Service Commissioner 20 April 2000. This policy is contained within Schedule 1 of this Agreement.

3.9 Dispute Resolution Procedures

3.9.1 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.

3.9.2 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.

3.9.3 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.

3.9.4 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.

3.9.5 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.

3.9.6 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.

3.10 Function of Union Workplace Delegates

3.10.1 The Department acknowledges the constructive role democratically elected union delegates undertake in the workplace in relation to union activities that support and assist members. That role will be formally recognised, accepted and supported.

3.10.2 Employees will be given full access to union delegates/officials during working hours to discuss any employment matter or seek union advice provided that work requirements are not unduly affected.

3.10.3 Provided that service delivery is not disrupted and work requirements are not unduly affected, delegates will be provided convenient access to means of communication and facilities for the purpose of undertaking union activities. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms, and notice boards and staff notices. It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.

3.10.4 Access to facilities will be provided at no cost for activities such as involvement in workplace negotiations and participation in joint ventures. Access to such facilities for other union business shall be at cost except that under no circumstances will access be available for the furtherance of industrial action.

3.10.5 As a general principle, the conduct of union meetings and other union activities should occur outside of regular work requirements. However, union representatives may be granted time off from work to attend to their duties by mutual arrangement with their supervisor following consideration of their usual work responsibilities;

- 3.10.6 Union representatives shall be granted leave to attend relevant trade union meetings, seminars and other forums based upon departmental convenience and existing guidelines for such leave;
- 3.10.7 Union representatives shall be granted timely access to administration personnel responsible for decisions affecting union members.

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 2. The following salary increases shall be available to employees covered by this Agreement:

- (a) 4.5% on 1 July 2009
- (b) 4% on 1 July 2010
- (c) 4% on 1 July 2011

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 the Arts Teachers' Certified Agreement 2006* as at 1 May 2008.

4.1.3 The parties to this Agreement recognise that remuneration received by employees in accordance with Ministerial Directive No. 17/09 shall be offset against any salary and salary-based allowance increases payable under this Agreement between 1 July 2009 and the date of certification of this Agreement.

4.1.4 In recognition of the key role school leaders' increased responsibility and accountability associated with the delivery of improved student outcomes and the management of facilities, finance and human resources at their site, the remuneration of all Principals and Deputy Principals from 1 July 2011 will be as set out in Schedule 2.

4.1.5 In recognition of the key role Heads of Programs' increased responsibility and accountability in implementing Educational Initiatives, the remuneration for all Heads of Programs from 1 July 2011 will be as set out in Schedule 2.

4.1.6 In an endeavour to attract high-quality graduates to the profession, the remuneration for Beginning Teachers, Band 2 Step 1, will be as set out in Schedule 2.

4.1.7 In addition to those salary increases provided in subclause 4.1.1, teachers classified from Band 2, Step 2 to Band 3, Step 4 (inclusive) will receive a one-off payment of \$500 to be paid as salary in the first pay period of the 2010-2011 financial year.

4.2 Specified sites allowance

4.2.1 The philosophy underpinning the Teachers in Special Schools Allowance (Clause 17 - Teachers' Award - State) at its point of origin in the late 1960s is inconsistent with modern educational thought. However, the allowance provides a valuable aid to attraction and retention of skilled teachers in specific educational contexts. The Teachers in Special Schools Allowance has been modernized by replacing it with an equivalent allowance to be known as the Specified Sites Allowance.

4.2.2 Specified Sites Allowance

- (a) The Department shall pay a fortnightly allowance as set out in Schedule 2 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 4 of this Agreement; and
 - (ii) Teachers in specified schools serving indigenous communities as set out in Schedule 5 of this Agreement.
- (b) 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.
- (c) Whilst criteria for the creation of Special Education classes, centres and units currently exist, the Queensland Teachers' Union shall be consulted, and be able to participate in the formulation of any amendments to, the current criteria.
- (d) Representatives of the unions shall be included in the decision-making processes for the allocation of new special education facilities in accordance with the agreed criteria.

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 2006*:

(a) *Teachers' Award - State 2003*

(b) *Community Teachers, Assistant Teachers - Aboriginal and Torres Strait Islander Community Schools Award - State 2003*

PART 5 - CLASSIFICATION STRUCTURE

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

5.2 Transition arrangements as agreed between the parties will continue for the life of this Agreement.

5.3 Stream 1 - Classroom Teachers

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

5.3.2 New Classroom Teacher Classification

(a) As at 1 July 2010, a new classroom 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 new classroom teacher classification will be accessed through a merit selection process as agreed between the parties.

(c) The merit-based selection process will include QTU representation at each stage of the process and state-wide moderation.

(d) To facilitate access to the new classroom teacher classification from 1 July 2010, the parties commit to finalising the selection process, including the relevant position description, by no later than 1 April 2010.

(e) Teachers on the new classroom teacher classification will be paid a salary as set out in Schedule 2 of this Agreement.

5.4 Stream 2 - Heads of Programs

5.4.1 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 or Guidance Officer.

5.4.2 Employees in this stream will progress through their classification of the 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.

5.5 Stream 3 - School Leaders

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

5.5.2 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.

5.5.3 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.

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

6.1 Executive Principals

- 6.1.1 Executive Principals’ 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.
- 6.1.2 The salary increases contained in clause 4.1 of this Agreement will apply to Executive Principals
- 6.1.3 The Director-General may engage an Executive Principal in schools with enrolments of 1600 or more student enrolments over two annual census periods. All incumbent Principals in schools eligible for Executive Principal arrangements will participate in a closed merit selection process. If an incumbent Principal is unsuccessful in securing Executive Principal status through this closed merit process, the school will revert to Band 11. If the position of Principal at a school eligible for Executive Principal arrangements is vacant, the position will be advertised as an Executive Principal position and subject to an open merit selection process subject to consideration of potential relocation applications.
- 6.1.4 Incumbent Executive Principals may apply for relocation to an Executive Principal Vacancy Review Panel constituted of the Department’s Director-General, and Deputy Director-General, Education Queensland and the QTU General Secretary/Senior Officer.
- 6.1.5 At the completion of each three-year appointment as an Executive Principal, a review process that includes the consideration of relevant data and a meeting of a Review Panel will occur. The Review Panel will include the Department’s Director-General, Deputy Director-General, Education Queensland and a QTU Senior Officer. At the completion of the review process a recommendation to renew the Executive Principal position or otherwise will be made by the Review Panel.
- 6.1.6 The Department commits to ensure that Executive Principals will be afforded reversionary rights with respect to their tenured position.

6.2 National Partnerships School Principals

- 6.2.1 The Director-General will not engage a Principal under this clause unless they are employed in one of the schools identified in Schedule 8 of this Agreement unless amendments to Schedule 8 have been agreed between the parties as per 19.3.3.
- 6.2.2 The additional employment conditions (including monetary and non-monetary incentives) for National Partnerships School (NPS) Principals are contained within 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.
- 6.2.3 The salary increases contained in clause 4.1 of this Agreement will apply to NPS Principals.
- 6.2.4 The Department commits to ensure that NPS Principals will be afforded reversionary rights with respect to their substantive classifications.
- 6.2.5 The instrument of appointment will contain a number of performance indicators that will be negotiated with the NPS Principal. These performance indicators will be contained in a public document accessible to the school staff and community.
- 6.2.6 All incumbent Principals in schools subject to the Low SES National Partnership Agreement will participate in a selection process as agreed by the parties to determine their suitability for the NPS Principal role.
- 6.2.7 NPS Principals will be permanent employees of the Queensland Department of Education and Training.
- 6.2.8 NPS Principal appointments will initially be for a maximum four-year term.
- 6.2.9 The appointment may be extended subject to the continuation of Commonwealth Government funding and continued satisfactory performance or as otherwise agreed between the parties.
- 6.2.10 Any variation to Schedule 8 of this Agreement will be by agreement between the parties provided that agreement is not unreasonably withheld.

6.2.11 The parties commit to a review of the incentive payments for NPS Principals as provided by the employment agreement prior to the end of Term 1, 2010

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 DSL2 in January 2009 will increment through the band in accordance with the transition arrangements agreed between the parties.
- 7.3 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 Head of Curriculum (HOC) positions are embargoed from Workplace Reform that reduces the classification or increases the teaching load of these positions for the life of the agreement.
- 8.5 Heads of Curriculum 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 who are engaged for at least a full school term will be entitled to paid attendance for one pupil free day per term during the period of their engagement.
- 9.2.2 Where temporary teachers are required by the Department, including a school, to attend additional pupil free days, they shall be paid for their attendance. Where a temporary teacher is engaged at the one school for a full school year and is required to attend additional pupil free days, their attendance at these additional pupil free days will form part of their temporary engagement.
- 9.2.3 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 Conditions to support Conversion to Permanency of Temporary Teachers

- 9.3.1 The Queensland Government Public Service Commission *Temporary Employment Directive* 15/08, as amended from time to time, will apply with respect to the conversion of teachers engaged in a temporary capacity to tenured status. Any consequential variation to the processes detailed below will be subject to agreement between the parties.
- 9.3.2 For the purpose of determining eligibility for review of temporary employment status under the Directive:
- (i) Continuous service will be deemed to include periods of supply employment where the total period of supply work does not exceed 20% of the total period of employment within any one school year; and
 - (ii) Eligible non-continuous service will be deemed to include a cumulative total of three years' service in the same role provided that the breaks in employment do not exceed a total of three months during designated school terms in the previous three-year period.
- 9.3.3 Temporary teachers whose employment is reviewed under the Directive and who are eligible for conversion to tenured status will be afforded the opportunity to identify any personal circumstances that might affect their initial appointment.
- 9.3.4 Employees that are converted to tenured status will be subject to the usual requirement for transfer in accordance with the Teacher Transfer Guidelines, including the ability for teachers to identify personal circumstances that may impact on their employment.
- 9.3.5 Temporary teachers who decline an offer of permanent employment will have their employment status reviewed following a further three years' service subject to the terms of this clause.

9.4 Paid Leave During Summer and School Vacation Periods - Temporary Teachers

- 9.4.1 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.
- 9.4.2 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.
- 9.4.3 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 endeavour to enable payments to continue over the summer vacation period.

9.4.4 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 subclause 9.4.6 below.

9.4.5 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 subclause 9.4.6 below.

9.4.6 Eligible temporary teachers' pro rata entitlement to paid leave during the summer vacation period in accordance with subclauses 9.4.4 and 9.4.5 above will be calculated as follows:

$(\text{Number of school days engaged in school year} \div \text{Number of school days in school year}) \times \text{Duration of summer vacation period}$

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.

9.4.7 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 9.4.8 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.

9.4.8 Eligible temporary teachers' pro rata entitlement to paid leave during the summer vacation period in accordance with subclause 9.4.7 above will be calculated as follows:

$(\text{Number of school days engaged in school year} \div \text{Number of school days in school year}) \times 20 \text{ days}$

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.

9.4.9 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 2003*.

9.4.10 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 - Beginning Teacher Initiatives

10.1 Attraction and Retention of High-Calibre Graduates

10.1.1 The parties acknowledge the benefits of the implementation of strategies to attract and retain high-calibre graduates through the provision of employment opportunities prior to the conclusion of their studies.

10.1.2 The Department will provide employment opportunities for high-calibre pre-service teachers to undertake school-based internships of one day per fortnight during the 4th year of their studies.

10.1.3 These pre-service teachers will be involved in a genuine internship program in addition to the minimum period of practicum for which teachers undertake paid supervision of student teachers.

10.1.4 Pre-service teachers participating in these arrangements will be mentored by teachers, including Senior Teachers as part of their personal action plan, on a voluntary basis.

10.2 Induction/Introduction to Teaching Programs

10.2.1 The parties commit to a gradual roll out of compulsory introduction to teaching and induction programs for Beginning Teachers through the life of the Agreement.

10.2.2 These Beginning Teacher induction programs may take the form of the *Flying Start* induction and current practices employed under the *Partners for Success* program.

10.2.3 The initial roll out of compulsory induction for Beginning Teachers will commence in *Partners for Success* schools and Low SES schools in January 2010.

10.2.4 Where Beginning Teachers are required to attend compulsory introduction to teaching and induction programs, this shall be included as rostered duty time, and they shall be paid at their ordinary rate of pay for their attendance.

PART 11 - SCHOOL-BASED MANAGEMENT

11.1 School-Based Management Guarantees

11.1.1 The parties acknowledge progress made to date with implementing a progressive approach to school-based management.

11.1.2 The parties agree to cooperate in the implementation of this initiative. This cooperation will involve participation in refining the model of school-based management.

11.1.3 As such, the parties are committed to the following implementation parameters:

(a) MAXIMISATION OF PERMANENT EMPLOYMENT

In accordance with previous policy positions, the Department reaffirms its commitment to the maximisation of permanent employment and the maintenance of job security for permanent employees. As such, temporary teacher numbers as a proportion of teacher establishment numbers will be carefully monitored with a view to identifying any significant data that would exceed current levels of temporary employment.

Whilst the Department will commit to restrict temporary or casual employment to bona fide short-term engagements (12 months or less), the unions recognise the need to maintain the use of temporary or casual employment in respect of vacancies for transfers or bona fide short-term projects. As such the parties recognise the use of temporary and casual employment as legitimate organisational options.

Where an individual case or a trend has been monitored of an alleged inappropriate temporary or casual engagement, the issue shall be raised in the first instance with the Principal and, if still unresolved, with the district office and then central office, if required. If still unresolved, the issue may be referred to the Queensland Industrial Relations Commission or the Office of the Public Service as appropriate.

(b) BUDGET

Notional salary allocation will be made centrally.

Funds allocated in the total school budget for staffing must be used for the employment of staff in accordance with the centrally determined allocative methodology:

- (i) Provided that any amendment will be subject to other guarantees being met and the educational provision to students in the eight key learning areas;
- (ii) Provided further that amendments will only occur in accordance with the procedures in 11.1.3(d) (staffing); and
- (iii) Decisions made in accordance with these provisions will be subject to the dispute procedures contained within this Agreement.

The annual total school budget will not be used to fund any salary increases payable under this Agreement.

In terms of budget allocation, the Department reiterates its commitment to the provision of additional resourcing for the implementation of school-based management initiatives. These additional resources are to be distributed equitably amongst all schools.

There will be no further devolution of salary funds to schools such as ‘bulk funding’ during the life of this Agreement.

(c) RESOURCING

The unions will be invited to participate in the Department’s review of statewide resource allocation (including staffing) methodologies, in the event that a review is undertaken during the life of this Agreement.

In the event of such a review, the parties are committed to detailed consideration in the review of statewide allocative methodologies, particularly as they relate to:

- (i) student disability;
- (ii) student learning difficulties;
- (iii) student behavioural problems;
- (iv) safety requirements e.g. in vocational courses;
- (v) multi-age classes; and
- (vi) vocational education.

(d) STAFFING

With the exception of any outcomes associated with any review of statewide resource allocation methodologies, the current staff allocation methodology will be maintained.

The full-time equivalent teacher numbers shall be maintained statewide during the Agreement at no less than the numbers provided by the 1997 Allocative Methodology.

(e) SPECIALIST SERVICES

The Department is committed to the provision of specialist services to assist in the delivery of curriculum based on the eight key learning areas. Further, The Department will endeavour to provide opportunities to increase the specialist pool. Those specialist areas include:

- (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.

These services will continue to be provided by teachers with specialist training and/or qualifications to at least the extent to which this currently occurs.

The Principals in consultation with the Executive Director (Schools) will determine the provision of support services in accordance with provisions of this Agreement relating to job security and flexible staffing.

(f) SCHOOL COUNCILS

Staff shall be represented by elected representatives on school councils in numbers or proportions as determined by the formal consultation process.

The role of the school council will focus on the broad strategic direction of the school with day-to-day management remaining the responsibility of the Principal.

The school council shall have no role in the appointment, transfer, termination, salary or conditions of employees other than the participation of the school council representative as part of the Department’s selection panel for the Principal of the school.

(g) TRANSFER

The transfer system will continue to ensure staffing of remote area and difficult-to-staff schools and to transfer teachers as per the current Teacher Transfer Policy and Guidelines. The same processes and requirements for transfer shall apply under school-based management.

The parties commit to a review of the Teacher Transfer Guidelines to be finalised within the first 18 months of this Agreement. The review will take account of staffing practices required for identified indigenous communities and schools listed in Schedule 8 of this Agreement.

Subject to implementation of agreed outcomes of the review of the Teacher Transfer Guidelines, the Department is committed to the continued operation of the current Teacher Transfer Policy and Guidelines and teachers shall continue to enjoy transfer rights no less favourable than those contained in the policy.

The transfer cycle will continue to occur prior to the new appointments' cycle.

The Department is committed to the placement of teachers who have accrued sufficient transfer points through the transfer system or who have been identified for transfer on compassionate grounds. Requested transfers will be dealt with in the same manner as they are dealt with now.

The Department is committed to the continuation of current transfer rights for teachers subject to required transfers, e.g. transfers caused by falling enrolments.

Transfers shall still be subject to the existence of a suitable vacancy in the area.

(h) PROCESSES

The Department is committed to the ongoing monitoring and evaluation of school-based management. The unions will be provided with an opportunity to be involved in this ongoing process, both at the local level (through LCC) and the systemic level.

(i) MONITORING PROCEDURES

In order that the guarantees in this Agreement 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;
- (iii) class size data.

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

(j) 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.

School-based management will occur within a systemic framework as determined by government legislation and departmental policy.

School councils will be involved in the broad strategic direction-setting of the school and approval of particular policies and processes (e.g. budget, annual operational plan, annual report etc.).

11.1.4 The school-based management guarantees listed in this Part of the Agreement apply to all schools in Queensland with the exception of those listed in Schedule 8 of this Agreement.

11.1.5 All school-based management guarantees with the exception of (e) Specialist Services, and (g) Transfer will apply to those schools listed in Schedule 8 of this Agreement.

11.1.6 The staffing flexibility arrangements prescribed in clause 3.7.2 of this Agreement will apply to all schools in Queensland.

PART 12 - MEAL BREAKS (INCLUDING BUS AND PLAYGROUND SUPERVISION)

12.1 Meal Breaks

- 12.1.1 The *Teachers' Award - State 2003* requires that each teacher shall have a continuous three-quarter of an hour meal break each day between the hours of 11.30 am and 2.00 pm. The parties acknowledge that this will continue as the standard entitlement.
- 12.1.2 Other times during which the meal break may occur (e.g. 11 am to 2 pm) will be arranged in accordance with the facilitative provisions of this Agreement or rostering arrangements that have been entered into in accordance with the *Teachers' Award - State 2003*.
- 12.1.3 An alteration to the minimum required meal break (45 minute) may be achieved through consultation and processing by 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.
- 12.1.4 In addition to the entitlement for a meal break, all teachers shall be entitled to a rest pause of 10 minutes per day that shall be considered as rostered duty time.
- 12.1.5 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 Clause 12.1.1 or in the alternative 12.1.3 of this Agreement, shall be provided at an alternative time determined by agreement between the Principal and individual teachers.

12.2 Bus and Playground Supervision

- 12.2.1 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. These duties, where relinquished, will be taken up by teacher aides.
- 12.2.2 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.
- 12.2.3 In any case, teachers shall not be required to undertake bus supervision duties for more than 30 minutes after the completion of the daily program of instruction.
- 12.2.4 A Bus and Playground Supervision roster shall be developed in each school. This roster shall be developed in consultation with the staff and the Local Consultative Committee. When developed, the roster shall be displayed on a notice board or another location readily accessed by all staff. Arrangements are to be developed for flexibility to the rosters should staff be absent for 'rostered duty'.
- 12.2.5 Any disputes concerning the roster or its development shall be subject to the dispute resolution procedure in this Agreement.

PART 13 - RELEASE FROM NORMAL DUTIES FOR WORKPLACE HEALTH AND SAFETY REPRESENTATIVES/OFFICERS

- 13.1 The Department recognises the role of workplace health and safety representatives & officers.
- 13.2 Provided that work requirements are not unduly affected, the Department commits to provide adequate time and access to facilities to enable workplace health and safety representatives/officers to carry out their functions.
- 13.3 The parties agree that future requirements for a school-based officer dedicated to supporting employees in circumstances involving Workplace Bullying, Harassment and Violence, will be similar to those entitlements outlined in clause 13.2.

PART 14 - REMOTE AREA INCENTIVE SCHEME (RAIS)

- 14.1 The parties acknowledge that the *Remote Area Incentive Scheme - Policy Review, 2008* report proposes a range of strategies to attract and retain quality teachers in rural and remote Queensland. These proposed strategies include recommendations with respect to increasing the attractiveness of the current financial benefits.

- 14.2 The Department commits to finalise its ongoing consideration of the report and its recommendations no later than the end of Term 2, 2010.
- 14.3 The Department commits to implement enhanced RAIS strategies, as agreed between the parties (subject to agreement not being unreasonably withheld), during the life of the Agreement including the ability for teachers in remote communities to select from a suite of incentives which may include: access to additional flights through the utilisation of a flight booking service; payment of freight costs; and the provision of additional compensation for teachers.
- 14.4 The parties commit to ensuring that the level of incentives (including Human Resource, monetary and Leave incentives) will be no less than that currently provided.
- 14.5 The parties acknowledge that the joint union/management 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. It is agreed that the RAIS advisory committee will meet quarterly or otherwise as agreed by the committee members.
- 14.6 The Department will provide teachers based in communities listed in Schedule 7 of this Agreement with an option to convert their Compensation Benefit to a flight-booking service providing them with (a) two return flights to their nominated provincial centre per annum, and (b) one return flight to Brisbane per annum.
- 14.7 For those not participating in the flight booking service arrangement, if costs for the one return flight to Brisbane and the one return flight to their nominated provincial centre per annum exceed the compensation benefit, then the current practice of reimbursing these additional costs will continue.
- 14.8 The parties agree that the payments of Compensation Benefits will be maintained at least at current levels.
- 14.9 Recipients of the Incentive Benefit scheme as at 22 May 2006 will continue to have the option to remain in the scheme in operation at that time until such time as they leave their current RAIS location.
- 14.10 For all teachers appointed to a RAIS centre after 22 May 2006, the Incentive Benefit program will be truncated to 5 years.
- 14.11 The Department agrees to invest any savings derived from the arrangement outlined in clause 14.8 into incentives to retain teachers in their 4th and 5th year at RAIS locations.

PART 15 - SALARY PACKAGING

- 15.1 Salary packaging is available for all employees covered by this Agreement.
- 15.2 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.
- 15.3 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.
- 15.4 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 16 - INDUSTRIAL RELATIONS EDUCATION LEAVE

- 16.1 Industrial relations education leave is paid time off, to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow employees to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.

- 16.2 Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-accumulative) per calendar year to attend industrial relations sessions, approved by the Director-General or their delegate.

Additional leave, over and above the 5 working days non-accumulative (or the equivalent hours) in any one calendar year may be granted, where approved structured employees' training courses involve more than 5 working days (or the equivalent hours). Such leave will be subject to consultation between the Director-General (or their delegate) and the relevant union and employee.

- 16.3 Upon request and subject to approval by the Director-General (or their delegate), employees may be granted paid time off in special circumstances to attend management committee meetings, union conferences and ACTU Congress.
- 16.4 The granting of industrial relations education leave and any additional leave should not impact adversely on service delivery, work requirements and the effectiveness and efficiency of the Department. At the same time, leave shall not be unreasonably refused.
- 16.5 At the discretion of the Director-General, employees may be granted special leave without pay to undertake work with their union. Such leave will be in accordance with the Ministerial Directive on Special Leave 1/05 in relation to special leave without salary. Conditions outlined in the Special Leave Directive that provide for the employees' return to work following unpaid leave will be met.

PART 17 - TEACHER PROFESSIONALISM

- 17.1 The parties are committed to the implementation of a comprehensive professional development and training agenda for teaching staff including the involvement of teachers in an annual program of professional development and training. This may comprise activities scheduled for pupil-free days, programs during rostered duty time (with appropriate relief arrangements) and activities voluntarily undertaken outside rostered duty time.
- 17.2 The parties are also committed to the implementation of a comprehensive professional development and training agenda for Principals and Deputy Principals.

17.3 Professional Standards for Teachers

- 17.3.1 The parties acknowledge and re-affirm the joint statement on Teacher Professionalism and Professional Standards for Teachers (Schedule 3) issued by the parties pursuant to the Department of Education Teachers' Certified Agreement 2003 on 25 October 2005.
- 17.3.2 The parties agree to extend the use of the Professional Standards for Teachers in accordance with the joint statement to all teachers employed by the Department, according to timelines determined by the availability of professional development opportunities necessary for teachers to fully engage with the standards.
- 17.3.3 The implementation of the standards will be overseen by a joint Department/QTU Teacher Professionalism Taskforce.
- 17.3.4 Changes to the standards to ensure their ongoing currency and accuracy, and the introduction of additional uses for the standards, shall be by agreement between the parties.

17.4 Developing Performance Framework

- 17.4.1 The parties endorse the "Joint Statement on the Developing Performance Framework" (Schedule 10) as part of this Agreement.
- 17.4.2 The parties agree to the phased implementation of the Developing Performance Framework ("the Framework") for all teachers employed by the Department according to timelines determined by the availability of induction for School Leaders and teachers necessary to implement it.
- 17.4.3 Implementation of the Framework will be overseen by a joint Department/QTU Teacher Professionalism Taskforce.
- 17.4.4 The model to be implemented in each school/worksites shall be the subject of consultation within the Local Consultative Committee or in accordance with the Consultation Processes for Small Schools. Where consensus cannot be reached on the appropriate model, the issue will be subject to further discussion between the parties with a view to reaching consensus.
- 17.4.5 The Framework's focus is on developing performance as a positive form of performance management. It is distinct from procedures for the management of unsatisfactory performance.

17.4.6 In the unlikely instance of repeated unsatisfactory performance occurring, the delegated officer will be required to implement the Department's formal process for managing unsatisfactory performance.

17.4.7 Changes to the Framework or its use shall be by agreement of the parties.

17.5 Joint Statements

17.5.1 The parties will formulate and issue statements around teacher professionalism during the life of the Agreement. Statements will include issues such as professional development and training including continuing professional learning requirements, guidelines for the induction of probationary teachers and teachers returning from extended leave.

17.6 Managing Unsatisfactory Performance

17.6.1 The parties commit to review the Managing Unsatisfactory Performance (MUP) processes and procedures during the first six months of the Agreement.

17.6.2 The parties commit to enshrine the following principles in revised MUP processes and procedures:

- (a) The importance of informal discussions prior to the implementation of formal MUP processes will be emphasised;
- (b) Separate MUP processes and procedures will be established for Classroom Teachers, Heads of Program and School Leaders;
- (c) Relevant standards and the requirements of the position will be taken into consideration in ascertaining whether performance is unsatisfactory;
- (d) MUP outcomes and timelines will be appropriate for the seniority and responsibility required of the position; and
- (e) The role of the Board of Review in the MUP process will be maintained in line with current practices except with respect to senior School Leader positions to be agreed in the MUP review.

17.7 Requirements of the Queensland College of Teachers

17.7.1 The parties will consult each other on submissions to the Queensland College of Teachers on its proposed Continuing Professional Learning Framework.

17.7.2 Further negotiations will occur during the life of the Agreement with regard to continuing professional learning which will include consideration of the following factors:

- (a) A principle of equitable access of all teachers to continuing professional learning opportunities contributing to the renewal of registration, including consideration of limitations on access and increased costs associated with geographical locations; and
- (b) Access of casual and temporary teachers engaged from time to time by the department to continuing professional learning opportunities.

PART 18 - ADULT SUPERVISION OF PRE-SET LEARNING

18.1 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.

18.2 Remote and regional communities

18.2.1 This sub-clause shall have application to one and two teacher schools that are outlined in Schedule 7 of this Agreement, or other schools as may from time to time be agreed.

18.2.2 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.

18.2.3 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.

18.2.4 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.

18.3 Virtual School Service

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

18.3.2 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.

18.3.3 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 19 - NATIONAL PARTNERSHIP AGREEMENTS

19.1 Literacy and/or Numeracy Coaches

19.1.1 This clause applies to Literacy and/or Numeracy Coach positions created by the Department in the schools listed in Schedule 9 as part of the implementation of the Literacy and Numeracy National Partnership Agreement.

19.1.2 Teachers appointed to these positions will be remunerated at classification level Stream 2, Level 1 Steps 1-3 in accordance with this Agreement.

19.1.3 The working conditions will generally be those of teachers employed in schools, provided that the teacher and the Principal of the school/s in which the teacher works may agree upon the teacher’s rostered duty time, including hours that extend beyond the spread prescribed in Part 6 of the Award.

19.1.4 Teachers appointed to the position of Literacy and/or Numeracy Coach will be permanent employees of the Department and will be appointed for an initial tenure ending at the commencement of the school year in 2011.

19.1.5 The tenure will be extended subject to the continuation of Commonwealth Government funding and continued satisfactory performance or as otherwise agreed by the parties.

19.1.6 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 Department expense to the education district from which he/she originally came.

19.1.7 The process of appointment for these positions will be consistent with those generally applying for permanent promotional positions at this level.

19.1.8 Any changes to the role, position description, tenure or conditions during the life of this Agreement shall be by agreement between the parties, provided that agreement shall not be unreasonably withheld.

19.2 Summer School Special Payment

19.2.1 The Department shall make a Special Payment to employees engaged in delivering Summer School programs to students as follows:

- Summer School Teachers - \$60.72 per hour or the equivalent casual hourly rate for a teacher (whichever is the greater); or
- Summer School coordinators - \$83.36 per hour or equivalent casual hourly rate for classification level SL2.3 (Band 5, Step 5), whichever is the greater.

19.2.2 The Special Payment will be paid for those hours allocated and worked on the Summer School program in addition to any salary payable during periods of paid leave.

19.2.3 The parties agree that the period of engagement for a Summer School teacher will be nominally 17.25 hours per week (including 1 hour and 25 minutes rostered preparation and correction time and 50 minutes rostered rest pauses per week where a Summer School teacher provides instruction for 15 hours per week).

19.2.4 The parties agree that the maximum period of engagement for a Summer School co-ordinator will be 25 hours per week.

19.3 National Partnership Agreement Memoranda of Agreement

19.3.1 Subject to and in accordance with the No Further Claims Clause of this Agreement, the parties may enter into Memoranda of Agreement for facilitation of initiatives under the Literacy and Numeracy, Low SES and Improving Teacher Quality National Partnership Agreements between the Queensland Government and Commonwealth Government.

19.3.2 Matters to be included in the Memoranda of Agreement, unless otherwise agreed between the parties, will be:

- Incentives for high-quality teachers and graduates including the development of agreed standards for Accomplished and Leading Teachers and processes for recognition under the Improving Teacher Quality National Partnership Agreement; and
- Staffing arrangements and conditions for teachers employed in “University Training Schools”, including consideration of additional coordination and non-contact time on a school-by-school basis, under the Improving Teacher Quality National Partnership Agreement.

19.3.3 The parties may agree to vary a Memorandum of Agreement during the life of this Agreement.

19.3.4 In accordance with clause 3.9 (Dispute Resolution), either party may seek the assistance of the Queensland Industrial Relations Commission in relation to the creation of these Memoranda or in the settlement of a dispute arising from their application. In accordance with s.181 of the *Industrial Relations Act 1999*, the parties must not engage in industrial action in relation to the negotiation of any memoranda of Agreement.

PART 20 - ILO CONVENTIONS

The Department as an employer recognises its obligations to give effect to international labour standards including freedom of association, workers’ representatives, collective bargaining and equality of opportunity for all public sector workers.

PART 21 - MATTERS NOT FINALISED FROM PREVIOUS AGREEMENT

21.1 Community and Assistant Teachers

21.1.1 The parties agree to review the salary structure of Community and Assistant teachers during the life of the Agreement.

21.1.2 This review will be finalised no later than the end of the 2010 school year.

21.1.3 The Department will explore avenues to enhance the ability of these employees to become fully qualified teachers.

SIGNATURES:

Signed for and on behalf of the Department of Education and Training: Julie Grantham
..... Director-General

In the presence of:..... Craig Allen

Signed for and on behalf of the Queensland Teachers' Union of Employees: John Battams
..... General Secretary

In the presence of:..... Graham Moloney

Signed for and on behalf of the Queensland Public Sector Union of Employees:..... Alex Scott
..... General Secretary

In the presence of:..... Ryan Keast

SCHEDULE 1 - EMPLOYMENT SECURITY POLICY

1. **Title:** Employment Security
2. **Effective Date:** 20 April 2000
3. **Reviewed:** 20 October 2008
(See also - *Best practice guidelines for maximising employment security*)

4. **Introduction:**

On 17 April 2000 the Queensland Government approved a new employment security policy for the Queensland public sector. This policy should be read in conjunction with:

- (a) the *Queensland Government policy on the contracting-out of services* and
- (b) any existing industrial instruments relating to job/employment security (which may override or expand on this policy).

The government is committed to maximum employment security for permanent public sector employees (as outlined in Clause 6) by developing and maintaining a responsive, impartial and efficient public sector as the preferred provider of existing services to government and the community. The workforce's commitment to continue working towards achievement of best practice performance levels makes this commitment possible.

The government is also committed to providing stability to the public sector by curbing organisational restructuring and contracting-out of services. The focus will be on pursuing performance improvement strategies for the public sector workforce to achieve "best value" delivery of quality services to the community, in preference to restructuring, downsizing or simply replacing public sector employees with non-government service providers. A greater emphasis will be placed on effective change management, which together with workforce planning, career planning and skills development will ensure that the public sector workforce has the flexibility and mobility to meet future needs.

Further, the government undertakes that permanent public sector employees will not be forced into unemployment as a result of organisational change or changes in departmental priorities other than in exceptional circumstances. Where changes to employment arrangements are necessary, there will be active pursuit of retraining and deployment opportunities, and involuntary redundancy will only occur in exceptional circumstances, and only with the approval of the Commission Chief Executive.

5. **Permanent employment:**

Queensland Government is committed to maximising permanent employment where possible. Casual or temporary forms of employment should only be utilised where permanent employment is not viable or appropriate. Agencies are encouraged to utilise workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future needs.

6. **Organisational change and restructuring:**

It is the government's intention that future organisational change and restructuring will be limited in scale. All organisational change will need to demonstrate clear benefits and enhanced service delivery to the community. The objective is to stabilise public sector organisations, and to avoid unnecessary change that will not deliver demonstrable benefit to the Government or the community.

Cabinet approval is required for all major organisational change and restructuring in agencies:

- a) that will significantly impact on the public sector workforce (e.g. significant job reductions, deployment to new locations, alternative service delivery arrangements, etc). The emphasis will be on minimum disruption to the workforce and maximum placement of affected staff within agencies, and ordinarily organisational restructuring should not result in large scale "spilling" of jobs.
- b) that will have major social and economic implications, particularly in regional and rural centres where the government is committed to maintaining public sector employment. Proposals affecting these centres need to carefully evaluate the impact on communities to ensure that short-term efficiency gains are balanced against the long-term social and economic needs of these communities.

The agency will need to demonstrate that any proposed organisational change or restructuring will result in clearly defined service enhancements to government and/or the community, as identified in a business case, and be undertaken through a planned process. Where an agency has made a decision to introduce major organisational change or restructuring, it will notify affected employees/unions and discuss the changes as early as practicable. This may be undertaken through forums such as Agency Consultative Committees.

The requirement to obtain Cabinet approval for major organisational change is not intended to reduce the flexibility of chief executives in their day-to-day management of agencies' operations. Chief executives retain prerogative over normal business activities to manage the public sector workforce, (such as job reclassification, job redesign, performance management, disciplinary action and transfers), and organisational improvement initiatives (such as process re-engineering, changes in work practices and the introduction of new technology).

7. Queensland Government policy in contracting-out of services

The *Queensland Government policy on the contracting-out of services* confirms the Government's commitment to maintaining public sector employment. It provides for contracting-out only in limited circumstances and requires Cabinet approval for all contracting-out proposals that will have a significant impact on the public sector workforce in terms of job losses.

8. Employees affected by organisational change

The government undertakes that tenured public sector employees will not be forced into unemployment as a result of organisational change, other than in exceptional circumstances.

Public sector employees affected by performance improvement initiatives or organisational change will be offered maximum employment opportunities within the public sector, including retraining, deployment, and redeployment. Only after these avenues have been explored will voluntary early retirement be considered.

Where continuing employment in the public sector is not possible, support, advice and assistance will be provided to facilitate transition to new employment opportunities. In the event of a decision to outsource a government service, the agency should ensure that every effort is directed towards assisting employees to take up employment with the external provider. Retrenchment will only be undertaken in exceptional circumstances where deployment or redeployment are not options, and only with the approval of the Commission Chief Executive.

9. Application

These guidelines apply to all permanent employees of Queensland Government departments, public service offices and public sector units.

These guidelines do not apply to public sector employees who are subject to disciplinary action which would otherwise result in termination of employment, or who are not participating in reasonable opportunities for retraining, deployment or redeployment.

10. Authority

These guidelines were approved by Cabinet on 17 April 2000.

11. Consultation

For further advice on the application of these guidelines, agencies should consult with Workforce Futures, Policy and Performance, Public Service Commission.

SCHEDULE 2 - SALARY SCHEDULE

	Pay Point	Salary 1/07/09		Salary 22/01/2010		Salary 01/07/2010		Salary 01/07/2011	
		\$ p.fnt	\$ p.a.	\$ p.fnt	\$ p.a.	\$ p.fnt	\$ p.a.	\$ p.fnt	\$ p.a.
	Percentage Increase:	4.50%		2.70%		4.00%		4.00%	
Teachers' Award - State (Classroom Teachers)									
Teaching Stream - (Stream 1)									
Band 1	Step 1	1730.4	45145			1799.6	46950	1871.6	48829
	Step 2	1779.6	46429			1850.8	48286	1924.8	50216
	Step 3	1839.3	47986			1912.9	49906	1989.4	51902
	Step 4	1902.5	49635			1978.6	51620	2057.7	53683
Band 2	Step 1	1955.8	51025	2008.6	52403	2090.4	54538	2181	56900
	Step 2	2064.3	53856			2146.9	56011	2232.8	58252
	Step 3	2172.3	56674			2259.2	58941	2349.6	61299
	Step 4	2280.6	59499			2371.8	61879	2466.7	64354
	Step 5	2389.4	62338			2485	64832	2584.4	67425
Band 3	Step 1	2480	64701			2579.2	67290	2682.4	69982
	Step 2	2571	67076			2673.8	69758	2780.8	72549
	Step 3	2661.5	69437			2768	72215	2878.7	75103
	Step 4	2757.3	71936			2867.6	74814	2982.3	77806
Senior Teacher		2883.7	75234			2999	78242	3119	81372
Band 4						3070.4	80104	3193.2	83308
Promotional Teaching Positions									
Heads of Program		Salary 01/07/09		Salary 01/07/2010		Salary 01/07/2011			
Stream 2		4.50%		4.00%		4% + 2.5% = 6.5%			
	Paypoint 11	3093.1	80697			3216.8	83924	3425.9	89379
	Paypoint 12	3173.4	82792			3300.3	86103	3514.8	91698
	Paypoint 13	3241.6	84571			3371.3	87955	3590.4	93671
	Paypoint 21	3241.6	84571			3371.3	87955	3590.4	93671
	Paypoint 22	3325.6	86763			3458.6	90232	3683.4	96097
	Paypoint 23	3405.1	88837			3541.3	92390	3771.5	98395
	Paypoint 31	3397.3	88633			3533.2	92179	3762.9	98171
	Paypoint 32	3484.9	90919			3624.3	94555	3859.9	100702
	Paypoint 33	3576.7	93314			3719.8	97047	3961.6	103355
	Paypoint 41	3573.8	93238			3716.8	96969	3958.4	103271
	Paypoint 42	3660.8	95508			3807.2	99327	4054.7	105784
	Paypoint 43	3752.7	97905			3902.8	101821	4156.5	108440

Promotional Teaching Positions							
Heads of Program		Salary 01/07/09		Salary 01/07/2010		Salary 01/07/2011	
Stream 2		4.50%		4.00%		4% + 2.5% = 6.5%	
	Paypoint 11	3093.1	80697	3216.8	83924	3425.9	89379
	Paypoint 12	3173.4	82792	3300.3	86103	3514.8	91698
	Paypoint 13	3241.6	84571	3371.3	87955	3590.4	93671
	Paypoint 21	3241.6	84571	3371.3	87955	3590.4	93671
	Paypoint 22	3325.6	86763	3458.6	90232	3683.4	96097
	Paypoint 23	3405.1	88837	3541.3	92390	3771.5	98395
	Paypoint 31	3397.3	88633	3533.2	92179	3762.9	98171
	Paypoint 32	3484.9	90919	3624.3	94555	3859.9	100702
	Paypoint 33	3576.7	93314	3719.8	97047	3961.6	103355
	Paypoint 41	3573.8	93238	3716.8	96969	3958.4	103271
	Paypoint 42	3660.8	95508	3807.2	99327	4054.7	105784
	Paypoint 43	3752.7	97905	3902.8	101821	4156.5	108440
School Leaders		Salary 01/07/09		Salary 01/07/2010		Salary 01/07/2011	
Stream 3		4.50%		4.00%		4% + 2.5% = 6.5%	
SL1	Paypoint 11	3274	85416	3405	88834	3626.3	94607
	Paypoint 12	3358.8	87629	3493.2	91135	3720.3	97060
	Paypoint 13	3439.2	89726	3576.8	93316	3809.3	99381
DSL1 / SL2	Paypoint 21	3431.4	89523	3568.7	93105	3800.7	99157
	Paypoint 22	3519.7	91827	3660.5	95500	3898.4	101706
	Paypoint 23	3612.6	94250	3757.1	98020	4001.3	104391
DSL2	Paypoint 30	3521.1	91863	3661.9	95536	3899.9	101745
	Paypoint 31	3609.5	94169	3753.9	97937	3997.9	104302
	Paypoint 32	3697.5	96465	3845.4	100324	4095.4	106846
DSL3 / SL3	Paypoint 31	3609.5	94169	3753.9	97937	3997.9	104302
	Paypoint 32	3697.5	96465	3845.4	100324	4095.4	106846
	Paypoint 33	3790.2	98884	3941.8	102838	4198	109522
SL4	Paypoint 41	3798.5	99100	3950.4	103063	4207.2	109762
	Paypoint 42	3894.1	101594	4049.9	105659	4313.1	112525
	Paypoint 43	3990.4	104107	4150	108271	4419.8	115309
SL5	Paypoint 51	4015.9	104772	4176.5	108962	4448	116045
	Paypoint 52	4116.7	107402	4281.4	111699	4559.7	118959
	Paypoint 53	4215.9	109990	4384.5	114389	4669.5	121823
SL6	Paypoint 61	4251.7	110924	4421.8	115362	4709.2	122859
	Paypoint 62	4356.1	113648	4530.3	118192	4824.8	125875
	Paypoint 63	4462.7	116429	4641.2	121086	4942.9	128956
SL7	Paypoint 71	4500.9	117425	4680.9	122121	4985.2	130060
	Paypoint 72	4616.8	120449	4801.5	125268	5113.6	133410
	Paypoint 73	4727.7	123342	4916.8	128276	5236.4	136614
Rates payable to employees covered by the Community Teachers, Assistant Teachers - Aboriginal and Torres Strait Islander Community Schools Award - State							
		Salary 01/07/09		Salary 01/07/2010		Salary 01/07/2011	
		4.50%					
				\$ p.fnt	\$ p.a.	\$ p.fnt	\$ p.a.
Assistant Teachers	Step 1	1465.9	38244	1524.5	39773	1585.5	41365
	Step 2	1504.4	39249	1564.6	40819	1627.2	42453
	Step 3	1542.5	40243	1604.2	41852	1668.4	43527
	Step 4	1580.4	41232	1643.6	42880	1709.3	44594
Community Teachers	Step 1	1527.8	39859	1588.9	41453	1652.5	43113
	Step 2	1610.4	42014	1674.8	43694	1741.8	45442
	Step 3	1693.7	44187	1761.4	45954	1831.9	47793
	Step 4	1780.2	46444	1851.4	48302	1925.5	50235
	Step 5	1867.1	48711	1941.8	50660	2019.5	52687
	Step 6	1933	50431	2010.3	52447	2090.7	54545
	Step 7	1999.5	52166	2079.5	54253	2162.7	56423
Rates for Casual Employment Supply Teachers		Salary 01/07/09		Salary 01/07/2010		Salary 01/07/2011	
		4.50%		4%		4%	
		\$ p.h.	\$ p.d.	\$ p.h.	\$ p.d.	\$ p.h.	\$ p.d.
		61.008	305.04	63.4483	317.24	65.987	329.94
Allowances Teachers Award - State		Salary 1/07/09		Salary 01/07/2010		Salary 01/07/2011	
		\$ p.fnt	\$ p.a.	\$ p.fnt	\$ p.a.	\$ p.fnt	\$ p.a.
	Senior Teacher Allowance	126.4	3298	131.4	3428	136.7	3566
	Secondment Allowance	126.4	3298	131.4	3428	136.7	3566
	EOSD allowance for classroom teachers	279.7	7297	290.9	7589	302.5	7892
	Specified Sites Allowance	27.6	720	28.7	749	29.8	777

A joint statement from

Education Queensland and the Queensland Teachers' Union

Teacher Professionalism and Professional Standards for Teachers

The 2003 certified agreement included a provision for the release of joint statements concerning teacher professional issues that had not been resolved at that time during the life of the agreement. This is the first such joint statement.

Education Queensland and the Queensland Teachers' Union are committed to promoting the use of the *Professional Standards for Teachers (PST)* framework to Queensland state school teachers as an effective tool for reflecting on and strengthening teaching practice, and for planning personal and team professional development. In the context of national directions related to professional teaching standards, Education Queensland and the Queensland Teachers' Union agree that the Professional Standards for Teachers and its engagement strategy are the appropriate standards and processes for Queensland public sector teachers.

Education Queensland collaboratively developed its *Professional Standards for Teachers (PST)* with Education Queensland teachers, the Queensland Teachers' Union and key stakeholders as an aspirational framework to define the contemporary work of teachers in public education in Queensland.

The Standards were subjected to extensive consultation throughout their development and were trialled and strongly validated through a pilot process engaging 230 teachers statewide. Groups of teachers from across Queensland working with the standards continue to endorse the description of their work encapsulated in the PST.

EQ and the QTU agree that the Standards provide the ideal platform for teachers to identify their individual goals and drive their continued professional development. They also serve to inform program development for pre-service teacher education.

It is the intention of Education Queensland and the Queensland Teachers' Union that all teachers in public education should, as a preliminary step to full engagement, use the PST to assist in the setting of personal and team professional goals. Given the timing of the announcement, this is expected to occur during 2006. Teachers and school leaders should recognise that engaging with the PST is best facilitated through collaborative and reflective practice within professional learning communities. Education Queensland's commitment, therefore, is to support engagement through access to quality learning opportunities at school, regional and system levels in 2006.

EQ and the QTU reiterate that the standards are deliberately generic and aspirational in nature and have deliberately been constructed so that they can apply to all teacher groups – across all sectors, curriculum areas, phases of learning and sites – in state education in Queensland.

As the standards have been developed using a deliberate learning and development perspective with a workforce capability focus, they are not to be used as a defacto performance management tool. They do, however, provide an appropriate framework for collaborative performance development with colleagues and a key reference point for the induction and mentoring of teachers.

Any additional uses for the PST (for example, selection of graduate teachers) will be informed by a Professional Standards EQ-QTU Taskforce and will include advice from practising teachers. This group will also take responsibility for ensuring that the standards remain accurate, rigorous and current.

Education Queensland and the Queensland Teachers' Union commend the PST – developed by, with and for teachers – as the framework to shape individual and team professional development, strengthen and improve teaching practice and positively influence student learning outcomes.



Ken Smith
Ken Smith
Director-General
Department of Education and the Arts
Date: 25 October 2005



Steve Ryan
Steve Ryan
President
Queensland Teachers' Union
Date: 25 October 2005

SCHEDULE 4 - SPECIFIED SPECIAL EDUCATION FACILITIES

The Special Education Facilities referred to in Clause 4.2.2(b)(i) of this Determination 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 5 - SPECIFIED SCHOOLS SERVING INDIGENOUS COMMUNITIES

The schools serving indigenous communities referred to in Clause 4.2.2(a)(ii) of this Certified Agreement as those to which a Specified Sites Allowance shall be paid are:

Aurukun State Preschool Centre
 Badu Island State School
 Badu Island State Preschool Centre
 Bamaga State School
 Bamaga State Preschool Centre
 Birdsville State School
 Bloomfield River State School
 Burketown State School
 Bwgcolman Community School
 Bwgcolman State Preschool Centre
 Camooweal State School
 Cherbourg State School
 Cherbourg State Preschool Centre
 Coconut Island State School
 Coconut Island State Preschool Centre
 Coen State School
 Croydon State School
 Dajarra State School
 Darnley Island State School
 Darnley Island State Preschool Centre
 Dauan Island State School
 Doomadgee State School
 Doomadgee State Preschool Centre
 Hope Vale State School
 Horn Island State School
 Injinoo State Preschool Centre
 Kowanyama State School
 Kowanyama State Preschool Centre
 Kubin State School
 Kubin State Preschool Centre
 Laura State School
 Lockhart River State School
 Lockhart River State Preschool Centre
 Mabuia Island State School
 Mabuia Island State Preschool Centre
 Malu Kiwai State School
 Malu Kiwai State Preschool Centre
 Mer State School
 Mornington Island State School
 Mornington Island State Preschool Centre
 Murray Island State Preschool Centre
 Normanton State School
 Normanton State Preschool Centre
 Pormpuraaw State School
 Pormpuraaw State Preschool Centre
 Saibai Island State School
 Saibai Island State Preschool Centre
 St Pauls State School
 St Pauls State Preschool Centre
 Stephen Island State School
 Tamwoy State Preschool Centre
 Thursday Island State School
 Thursday Island State Preschool Centre
 Thursday Island State High School
 Urandangi State School
 Warraber State School
 Warraber State Preschool Centre
 Western Cape College
 Woorabinda State School
 Woorabinda State Preschool Centre

Yam Island State School
Yam Island State Preschool Centre
Yarrabah State School
Yarrabah State Preschool Centre
Yorke Island State School
Yorke Island State Preschool Centre and

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

SCHEDULE 6 - ADULT SUPERVISION OF PRE-SET LEARNING IN RURAL AND REMOTE COMMUNITIES

The schools referred to in Clause 18.2.1 of this Certified Agreement as those for which adult supervision may be arranged in specified circumstances are:

Arcadia Valley State School	Kioma State School
Auburn River State School	Lakeside State School
Bauhinia State School	Laura State School
Bedourie State School	Lochington
Begonia State School	Lowmead State School
Birdsville State School	Lundavra State School
Bloomsbury State School	Mapoon State School
Bollon State School	Marlborough State School
Booyal Central State School	Millaroo State School
Burketown State School	Mistake Creek State School
Byfield State School	Monogorilby State School
Cameron Downs State School	Moonie State School
Carmila State School	Morven State School
Chillagoe State School	Mount Charlton State School
Clarke Creek State School	Mount Fox State School
Coalston Lakes State School	Mount Molloy State School
Coen State School	Mount Surprise State School
Cooranga North State School	Mungallala State School
Croydon State School	Muttaborra State School
Daintree State School	Peek-A-Doo State School
Dauan Island State School	Pentland State School
Durong South State School	Pindi Pindi State School
Eromanga State School	Poruma Island State School
Eulo State School	Ravenswood State School
Eungella State School	Riverleigh State School
Evesham State School	Rocky Crossing State School
Forsyth State School	Rossville State School
Glenmorgan State School	St Lawrence State School
Gogango State School	Stephan Island State School
Greenvale State School	Stonehenge State School
Grosmont State School	Teelba State School
Gundiah State School	Theebine State School
Hamilton Island State School	Thargomindah State School
Hayman Island State School	Urandangi State School
Hebel State School	Valkyrie State School
Homestead State School	West Hill State School
Irvinebank State School	Westmar State School
Isisford State School	Westwood State School
Jericho State School	Windorah State School
Jimna State School	Winfield State School
Jundah State School	Wyandra State School
Kilcummin State School	Wycombe State School
	Yaraka State School

SCHEDULE 7 - IDENTIFIED INDIGENOUS COMMUNITIES

Aurukun
Cherbourg
Doomadgee
Hope Vale
Kowanyama
Lockhart River
Mapoon
Morningson Island
Napranum
New Mapoon
Bamaga
Injinoo
Seisia
Umagico
Palm Island
Pormpuraaw
Woorabinda
Wujal Wujal
Yarrabah

SCHEDULE 8 - NATIONAL PARTNERSHIP SCHOOLS**Darling Downs-South West Region**

Blackbutt State School
 Cherbourg State School
 Cunnamulla State School
 Dirranbandi P-10 State School
 Goomeri State School
 Harlaxton State School
 Inglewood State School
 Jandowae Prep-10 State School
 Killarney State School
 Mitchell State School
 Murgon State High School
 Murgon State School
 Oakey State High School
 Oakey State School
 Rockville State School
 Tara Shire State College
 Texas State School
 Toogoolawah State High School
 Warwick Central State School
 Wondai State School
 Yarraman State School

Far North Queensland Region

Balaclava State School
 Cairns West State School
 Cooktown State School
 Herberton State School
 Hopevale State School
 Innisfail East State School
 Innisfail State School
 Kowanyama State School
 Lockhart State School
 Mareeba State High School
 Mareeba State School
 Northern Peninsula Area State College
 Parramatta State School
 Ravenshoe State School
 Tagai State College
 Yarrabah State School

Central Queensland Region

Allenstown State School
 Berserker Street State School
 Biggenden State School
 Blackall State School
 Burnett State College
 Gayndah State School
 Monto State High School
 Mount Morgan Central State School
 Mount Morgan State High School
 Winton State School
 Woorabinda State School

Metropolitan Region

Acacia Ridge State School
 Bundamba State School
 Bundamba State Secondary College
 Carole Park State School
 Darra State School
 Durack State School
 Glenala State High School
 Goodna State School
 Inala State School
 Ipswich North State School
 Ipswich West State School
 Leichhardt State School
 Nyanda State High School
 Redbank Plains State High School
 Redbank State School
 Richlands East State School
 Riverview State School
 Serviceton South State School
 Watson Road State School

North Queensland Region

Bowen State High School
 Bwgcolman Community School
 Collinsville State High School
 Charters Towers Central State School
 Doomadgee State School
 Hughenden State School
 Mornington Island State School
 Normanton State School
 Sunset State School
 Vincent State School

South East Region

Beenleigh State High School
 Beenleigh State School
 Berrinba East State School
 Burrowes State School
 Crestmead State School
 Dunwich State School
 Eagleby South State School
 Eagleby State School
 Harris Fields State School
 Kingston College
 Loganlea State High School
 Mabel Park State High School
 Mabel Park State School
 Marsden State High School
 Marsden State School
 Waterford West State School
 Woodridge North State School
 Woodridge State High School
 Woodridge State School

North Coast Region

Albert State School
Aldridge State High School
Bundaberg South State School
Bundaberg State High School
Bundaberg West State School
Burnett Heads State School
Caboolture East State School
Caboolture State School
Chatsworth State School
Deception Bay North State School
Deception Bay State High School
Deception Bay State School
Gin Gin State High School
Gin Gin State School
Granville State School
Gympie Central State School
Howard State School
Isis District State High School
Wide Bay North
Kilkivan State School
MacLeay Island State School
Maryborough Central State School
Maryborough State High School
Morayfield State School
Nanango State High School
Nanango State School
Rosedale State School
Russell Island State School
Sunbury State School
Thabeban State School
Tin Can Bay State School
Torbanlea State School
Urangan Point State School
Walkervale State School

SCHEDULE 9 - LITERACY AND NUMERACY NATIONAL PARTNERSHIP SCHOOLS

Aitkenvale State School	Gympie West State School	Proston State School
Alexandra Hills State School	Hambledon State School	Raceview State School
Algester State School	Happy Valley State School	Rasmussen State School
Allenstown State School	Harris Fields State School	Ravenshoe State School
Ashmore State School	Heatley State School	Redbank Plains State School
Atherton State School	Helensvale State School	Regents Park State School
Avoca State School	Hemmant State School	Robina State School
Ayr East State School	Hercules Road State School	Roma State College - Junior Campus
Ayr State School	Hughenden State School	Roma State College - Middle Campus
Beachmere State School	Humpybong State School	Rosewood State School
Beaconsfield State School	Innisfail East State School	Salisbury State School
Beerburrum State School	Innisfail State School	Sandgate State School
Beerwah State School	Ipswich East State School	Sandy Strait State School
Blackwater North State School	Isabella State School	Sarina State School
Boronia Heights State School	Jimboomba State School	Scarborough State School
Bracken Ridge State School	Jones Hill State School	Shailer Park State School
Branyan Road State School	Kalkie State School	Silkstone State School
Brassall State School	Kallangur State School	Slacks Creek State School
Bribie Island State School	Kawana Waters State College	Slade Point State School
Browns Plains State School	Kawungan State School	Southport State School
Bundaberg North State School	Kingaroy State School	Springwood Central State School
Bundamba State School	Kingston State School	Springwood Road State School
Burnside State School	Kippa-Ring State School	St George State School
Caboolture State School	Kowanyama State School	Stretton State College
Caloundra State School	Lakes Creek State School	Sunset State School
Camp Hill State Infants and Primary School	Lawnton State School	Tagai State College
Caningeraba State School	Lindum State School	Taigum State School
Cannon Hill State School	Lockhart State School	Tamborine Mountain State School
Caravonica State School	Loganholme State School	Tin Can Bay State School
Charleville State School	Lota State School	Tingalpa State School
Cherbourg State School	Mackay West State School	Toowoomba North State School
Chinchilla State School	Malanda State School	Toowoomba South State School
Clinton State School	Manly West State School	Townview State School
Cloncurry State School	Maroochydore State School	Tullawong State School
Clontarf Beach State School	Maryborough West State School	Victoria Point State School
Collingwood Park State School	Merrimac State School	Vienna Woods State School
Conondale State School	Miles State School	Vincent State School
Coopers Plains State School	Millmerran State School	Walkervale State School
Cooran State School	Mitchell State School	Warwick Central State School
Corinda State School	Moorooka State School	Waterford State School
Crestmead State School	Morayfield East State School	Western Cape College - Aurukun
Dalby South State School	Morayfield State School	White Rock State School
Dalby State School	Moreton Downs State School	Whites Hill State College
East Brisbane State School	Mount Archer State School	Wilsonton State School
Eight Mile Plains State School	Mount Garnet State School	Wondai State School
Eimeo Road State School	Mount Isa Central State School	Wondall Heights State School
Everton Park State School	Mount Morgan Central State School	Woodcrest State College
Ferny Grove State School	Mundoo State School	Woodford State School
Ferny Hills State School	Nambour State School	Woongarra State School
Fitzgerald State School	Nanango State School	Woree State School
Garbutt State School	Nashville State School	Wynnum Central State School
Gatton State School	Newtown State School	Wynnum North State School
Gayndah State School	Norris Road State School	Wynnum West State School
Glenmore State School	Northgate State School	Yarrilee State School
Glennie Heights State School	Norville State School	Yeronga State School
Goondiwindi State School	One Mile State School	Yungaburra State School
Gordonvale State School	Oxley State School	
Gracemere State School	Pacific Pines State School	
Granville State School	Pittsworth State School	
	Proserpine State School	

SCHEDULE 10 - JOINT STATEMENT ON THE DEVELOPING PERFORMANCE FRAMEWORK

The Department of Education and Training (DET) and the Queensland Teachers' Union (QTU) are committed to promoting the professionalism and performance of Queensland teachers employed by DET.

In 2005 an agreement was reached on the use of the *Professional Standards for Teachers*. The parties now agree to the implementation of the *Developing Performance Framework* (the framework) in all DET schools and other DET workplaces where teachers are employed across the state. Though the framework was developed for use by all Education Queensland (EQ) employees, this statement applies only to teachers (including principals and other promotional positions), and to community and assistant teachers.

DET has been developing the framework since 2005 in full consultation with the QTU as well as other stakeholders. The framework was trialled in 16 schools from mid 2006, and from mid 2007 a further 31 schools of various types and locations took part in the trial.

The framework is founded on the joint belief that — given the opportunity — professional teachers seek to develop their skills, knowledge and performance throughout their careers. They do this to achieve personal satisfaction, improve the educational outcomes for Queensland students and assist their teaching colleagues.

Therefore, the focus of the framework is on developing performance as a positive form of performance management. It provides the process and tools for teachers and their leaders to negotiate agreed work and individual career development goals and the resources they need to achieve them. Given this aspirational focus, the framework is separate from procedures for the management of unsatisfactory performance.

In establishing and implementing the framework, each school or workplace should adopt an approach that is appropriate to its needs. Unlike traditional supervisory models of individual performance appraisal, the framework supports group, team, collegial and mentoring approaches to the process of developing performance. These approaches are recommended because they offer the desirable outcome of schools and teachers operating in a collegial manner to share responsibility and build a culture of supported professionalism.

The framework is not intended to be an instrument of work intensification for teachers or leaders, nor merely an exercise in compliance. Rather, it is an opportunity for teachers and leaders to continue to develop their capabilities for their own professional interest and the benefit of Queensland students.

The framework includes a cyclical process of negotiating and implementing an agreement that covers three aspects:

- key work tasks for the period of the agreement and expectations of employees
- activities directed towards furthering employees' career goals
- support or professional development necessary to support the achievement of work and career goals.

At the heart of the process is a genuine negotiation that takes these aspects into account, including a realistic assessment of workload implications for the individual or team, and the school's or work unit's capacity to provide the resources necessary to support the achievement of the goals articulated in the agreement.

The agreed capability documents that also form a part of the framework provide a reference point for the negotiation of agreements. The Department and the Union remain committed to amending these documents by agreement as necessary to maintain their currency:

- For classroom teachers and those with a predominantly classroom role, the *Professional Standards for Teachers* is the reference point.
- For principals and deputy principals, the key capability document is *Leadership Matters*.
- For beginning teachers who have not achieved full registration, the Department and Union acknowledge the Queensland College of Teachers' *Professional Standards for Queensland Teachers* issued in 2006 as the agreed reference point.

The *Developing Performance Framework* is intended to:

- be the agreed approach for an annual process to establish expectations and review performance for school leadership positions referred to in the *Department of Education and the Arts Teachers' Certified Agreement 2006*
- support teachers to meet the requirements of the Queensland College of Teachers for renewal of registration by facilitating the recording and reporting of continuing professional development through an approved employer arrangement or on an individual basis
- contribute to the goals of the *National Partnership Agreement on Improving Teacher Quality* among state, territory and the Commonwealth governments
- meet the requirements of the Public Service Commission Directive regarding performance development.

Comprehensive induction for leaders and teachers is essential if the framework is to achieve its objectives. Accordingly, the framework will be phased in by agreement, subject to the capacity to induct employees across the state. In future, induction into the *Developing Performance Framework* will form part of the induction of all new EQ employees.

SCHEDULE 11 - DIRECTIVES

- MINISTER FOR TRANSPORT, TRADE, EMPLOYMENT AND INDUSTRIAL RELATIONS - DIRECTIVE NO. 5/08 - PAID PARENTAL LEAVE
- MINISTER FOR TRANSPORT, TRADE, EMPLOYMENT AND INDUSTRIAL RELATIONS - DIRECTIVE NO. 13/08 - LONG SERVICE LEAVE
- MINISTER FOR EMPLOYEMENT, TRAINING AND INDUSTRIAL RELATIONS - DIRECTIVE NO. 9/06 - SPECIAL LEAVE
- PUBLIC SERVICE COMMISSION - DIRECTIVE NO 15/08 - TEMPORARY EMPLOYMENT

MINISTER FOR TRANSPORT, TRADE, EMPLOYMENT AND INDUSTRIAL RELATIONS

- 1. TITLE:** **Paid Parental Leave**
- 2. PURPOSE:** To prescribe the entitlement to paid parental leave including maternity, spousal, pre-natal/pre-adoption and adoption leave.
- 3. LEGISLATIVE PROVISIONS:** Section 34(2) of the *Public Service Act 1996* and section 686 of the *Industrial Relations Act 1999*.
- 4. APPLICATION:** This directive applies to:

 - public service officers;
 - temporary employees engaged under sections 112(2)(a) and 113(2)(a) of the *Public Service Act 1996*;
 - general employees engaged under section 112(2)(a) of the *Public Service Act 1996*; and
 - long term casual employees, as defined in section 16 of the *Industrial Relations Act 1999*, and employed under sections 112(2)(b) and 113(2)(b) of the *Public Service Act 1996*.
- 5. STANDARD:** The conditions and entitlements prescribed in the attached Schedule apply.
- 6. EFFECTIVE DATE:** This directive is to operate from **1 July 2008**.
Transitional arrangements apply for leave taken up to 12 weeks prior to 1 July 2008. See Circular C2/08 for details.
- 7. VARIATION:** The provisions of this Schedule may be varied in accordance with certified agreements made under Chapter 6, Part 1 of the *Industrial Relations Act 1999* or decisions of an industrial tribunal of competent jurisdiction.
- 8. INCONSISTENCY:** For industrial instruments made under the Queensland legislation sections 34 and 117 of the *Public Service Act 1996* and sections 686 and 687 of the *Industrial Relations Act 1999* apply if there is a conflict with an act, regulation or industrial instrument.

For industrial instruments made under the *Workplace Relations Act 1996 (Commonwealth)* that act applies to the extent of the inconsistency between federal and state statutes, awards or agreements.
- 9. SUPERSEDES:** Ministerial Directive 18/05: “*Paid Parental Leave*”.
Circular C5/05
- 10. PREVIOUS REFERENCES:** Ministerial Directive 3/01: “*Parental Leave*”
Paid Parental Leave Documentation to support Directive 3/01 “*Parental Leave*”.
Circular 3/96
- 11. SEE ALSO:** *Family Leave (Queensland Public Sector) Award - State 2004*
Circular 5/05
Ministerial Directive: “*Long Service Leave*”.
Ministerial Directive: “*Leave without Salary Credited as Service*”.

SCHEDULE

PARENTAL LEAVE

1. Eligibility

- 1.1 Eligible employees, (that is public service employees excluding casual employees other than long term casual employees) covered by this directive and who meet the qualifying service period are entitled to access the paid parental leave entitlements on the conditions in this Schedule.
- 1.2 Exceptions:
- The qualifying period is nullified where there is a break in service.
 - Casual employment is not recognised as contributing towards the qualifying service period except where the employment is on a casual long-term basis as defined in section 15A of the *Industrial Relations Act 1999*.
- 1.3 Employees who are ineligible are those who:
- are short term casual employees and do not accrue an entitlement to paid sick leave, or
 - are solely remunerated by fees, allowances or commission; or
 - are on unauthorised absence immediately before the start of the minimum period of maternity leave; or
 - do not have a period of unbroken employment of at least 12 months except in the case of long term casual employees.
- 1.4 Part time and long-term casual employees are entitled to the provisions of this directive on a pro rata basis.

2. Definitions

- 2.1 “**Child**” shall be in accordance with the definition provided in the *Family Leave (Queensland Public Sector) Award - State 2004*.
- 2.2 “**Confinement**” is the birth of a child/children, or the ending of the pregnancy in other circumstances, that occurs no earlier than 20 weeks before the expected date of birth.
- 2.3 “**Long term casual employee**” shall be in accordance with the definition provided in section 15A of the *Industrial Relations Act 1999*, i.e.
- “a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least 1 year immediately before the employee seeks to access an entitlement under this part”.*
- 2.4 “**Parental leave**” shall mean maternity, spousal or adoption leave.
- 2.5 “**Primary care giver**” means a person who assumes the principal role of providing care and attention to a child/children.
- 2.6 “**Qualifying service period**” for the purposes of paid leave in this directive, means at least 12 months service in any one or more Queensland government departments or Queensland public service offices.

This service:

- is to be unbroken; or
 - may be inclusive of paid and unpaid leave which is credited towards service.
- 2.6.1 The qualifying service period need only be met once in an employee’s period of continuous service.
- 2.6.2 In determining the qualifying period for a part-time employee the passage of time and not the completion of equivalent hours worked as a full-time employee is to be used.

Example 1:

6 months	3 months	3 months	12 months
Normal working period	Paid leave recognised as service	Normal working period	= qualifying period

Example 2:

6 months	3 months	3 months	12 months
Normal working period	Paid and unpaid leave recognised as service	Normal working period	= qualifying period

- 2.7 “Spouse” of an employee includes –
- (a) a former spouse; and
 - (b) a de facto spouse, including a spouse of the same sex as the employee.

3. Entitlement**3.1 Maternity Leave**

3.1.1 An eligible employee whose expected date of confinement has been confirmed in writing by a medical practitioner will be entitled to fourteen (14) weeks paid maternity leave. The paid maternity leave is to be taken as the initial absence on the approved maternity leave period. This 14 week period of paid leave is inclusive of any public holidays arising within that time. The period of paid maternity leave can be extended by the employee taking the leave on a half-pay basis or by taking sick leave while on paid maternity leave.

3.1.2 In cases of financial hardship or other exceptional circumstances the employee may ask and the chief executive may exercise discretion in paying the full maternity leave entitlement in advance.

3.1.3 The employee will be entitled to access a further period of unpaid maternity leave in accordance with the provisions of the *Family Leave (Queensland Public Sector) Award - State 2004*. An employee shall confirm her intention of returning to work by notice in writing to the employer, giving not less than four weeks notice prior to the expiration of the period of maternity leave.

3.1.4 Pre natal Leave

- (a) In addition to the paid maternity leave provisions above, an eligible employee who presents a medical certificate from a doctor stating that she is pregnant will have access to paid pre natal leave up to a total of either 36.25 or 38 hours (based on the average number of ordinary hours worked in a week) per pregnancy to attend medical appointments prior to the birth of a child/children.
- (b) A written application shall be submitted for every absence for which pre natal leave is sought. Each absence on pre natal leave must be supported by documentary evidence relating to the medical appointment to the satisfaction of the Ch
- (c) The work unit should be flexible enough to allow such employees the ability to leave work and return on the same day.

3.2 Spousal Leave

3.2.1 An eligible employee who produces a certificate from a medical practitioner which states their spouse’s expected date of confinement, will be entitled to one week’s paid spousal leave in connection with the birth of a child/children for whom that employee has accepted responsibility. This period of paid spousal leave will be taken as the initial absence on parental leave and is inclusive of any public holidays arising within that time. The period of paid spousal leave cannot be extended other than by the employee taking the leave on a half-pay basis.

3.2.2 The period of spousal leave taken shall be the “initial” absence. The exact timing of such leave shall be at the employee’s discretion. For example:

- an employee may seek to take the spousal leave immediately after the birth, or
- an employee may prefer to continue working for the duration of the mother’s stay in hospital, and take the first week the mother and child are home.

3.2.3 The employee will be entitled to access a further period of unpaid parental leave in accordance with the provisions of the *Family Leave (Queensland Public Sector) Award - State 2004*. If an employee has accessed the

further period of unpaid parental leave they shall confirm their intention of returning to work by notice in writing to the employer, giving not less than 4 weeks notice prior to the expiration of the period of spousal leave.

3.2.4 In cases of financial hardship or other exceptional circumstances the employee may ask and the chief executive may exercise discretion in paying the full spousal leave entitlement in advance.

3.2.5 Pre natal Leave

(a) In addition to the paid spousal leave provisions above, an eligible employee who presents a medical certificate from a doctor stating that their spouse is pregnant will have access to paid pre natal leave up to a total of either 7.25 or 7.6 hours (based on the average number of ordinary hours worked in a day) per pregnancy to attend related medical appointments prior to the birth of a child/children.

(b) A written application shall be submitted for every absence for which pre natal leave is sought. Each absence on pre natal leave must be supported by documentary evidence relating to the medical appointment to the satisfaction of the Chief Executive (e.g. a medical certificate).

(c) The work unit should be flexible enough to allow such employees the ability to leave work and return on the same day.

3.3 Adoption Leave

3.3.1 An eligible employee who presents documentation from the Director-General of the relevant Queensland Government department administering adoptions confirming that an adoption order or interim adoption order has been made for the relevant child/children, will be entitled to fourteen (14) week's paid adoption leave at the time of placement or taking custody if he or she is the primary care giver, or one week's paid adoption leave if he or she is the secondary care giver. This 14 week period of paid leave is inclusive of any public holidays arising within that time. The period of paid adoption leave can be extended by the employee taking the leave on a half-pay basis or by taking sick leave while on paid adoption leave.

3.3.2 In cases of financial hardship or other exceptional circumstances the employee may ask and the chief executive may exercise discretion in paying the full adoption leave entitlement in advance.

3.3.3 Applications for adoption leave will be in accordance with the *Family Leave (Queensland Public Sector) Award - State 2004*.

3.3.4 If the employee is the primary care giver, that employee will be entitled to access a further period of unpaid leave in accordance with the provisions of the *Family Leave (Queensland Public Sector) Award - State 2004*. If an employee has accessed the further period of unpaid parental leave they shall confirm their intention of returning to work by notice in writing to the employer, giving not less than 4 weeks prior to the expiration of the period of adoption leave.

3.3.5 Pre-adoption Leave

(a) In addition to the adoption leave provisions above, an employee who will be the primary care giver and who presents a letter from the Director-General of the relevant Queensland Government department administering adoptions, confirming the employee's status as a prospective adopter, will have access to paid leave up to a total of either 36.25 or 38 hours (based on the average number of ordinary hours worked in a week) per adoption to attend related interviews prior to the adoption of a child/children.

(b) An employee who will be the secondary care giver at the time of placement and who presents a letter from the Director-General of the relevant Queensland Government department administering adoptions confirming that the employee is a prospective adopter, will have access to paid leave up to a total of either 7.25 or 7.6 hours (based on the average number of ordinary hours worked in a day) per adoption to attend related interviews prior to the adoption of a child/children.

(c) A written application shall be submitted for every absence for which pre-adoption leave is sought. Applications shall be supported by evidence to the satisfaction of the chief executive.

(d) The work unit should be flexible enough to allow such employees the ability to leave work and return on the same day.

(e) An employee cannot be deemed to be both the primary and secondary care giver and therefore cannot access both entitlements to pre-adoption leave (i.e. 1 week and 1 day).

3.4 Conversion to an Hourly Basis

3.4.1 Leave prescribed in this directive may be converted to an hourly basis for the purpose of accrual, granting and recording of leave on the following basis:

3.4.2 If an employee's leave entitlement is expressed in weeks or days, it may be read as if it were expressed in hours using the following formula:

(a) $LE=W \times WH$

Where:

LE (leave entitlement) means the amount of leave entitlement expressed in working hours to which the employee is entitled.

W (weeks) means the entitlement accrued in calendar weeks under this directive

WH (weekly hours) means the employee's weekly hours of work or the average number of hours per working week of an employee during a pay period or the period that is reasonable under the circumstances.

(b) $LE=D \times DH$

Where:

LE (leave entitlement) means the amount of leave entitlement expressed in working hours to which the employee is entitled.

D (days) means the entitlement accrued in calendar days under this directive.

DH (daily hours) means the employee's daily hours or the average number of hours per working day of an employee during a pay period or other period that is reasonable under the circumstances.

Where an employee's existing entitlement is expressed in weeks the conversion from weeks to hours is determined by applying the formula. For example, to convert an entitlement for a public service officer whose weekly hours are 36.25 and who currently has 14 weeks leave:

$$LE \text{ (weeks)} = 14 \times 36.25 = 507.5 \text{ hours full entitlement}$$

3.5 Pro rata Payment for Part-Time Employees and Long-Term Casual Employees

3.5.1 A part-time or long-term casual employee's entitlement to 14 weeks paid maternity or adoption leave is to be calculated as follows:

Number of hours x working days of entitlement

$$\text{Where number of hours} = \frac{\text{total ordinary hours worked over the last 12 months}}{\text{total ordinary hours of a full-time employee over previous 12 months}} \times 70 \text{ days}$$

3.5.2 A part-time or long-term casual employee's entitlement to 1 week's paid spousal or pre natal leave is to be calculated as follows:

Number of hours x working days of entitlement

$$\text{Where number of hours} = \frac{\text{total ordinary hours worked over the last 12 months}}{\text{total ordinary hours of a full time employee over previous 12 months}} \times 5 \text{ days}$$

3.5.3 A part-time or long-term casual employee's entitlement to 1 day's pre natal leave is to be calculated as follows:

$$\frac{\text{total ordinary hours worked over the last 12 months}}{\text{total ordinary hours of a full time employee over previous 12 months}}$$

3.5.4 Notwithstanding the above formulae, any approved absence from work cannot be taken into account to disadvantage an employee when determining their paid parental leave payment.

Example 1:

6 months	3 months	3 months	Entitlement
Normal working period at part-time 0.5	Paid leave recognised as service	Normal working period at part-time 0.5	= Paid parental leave at part-time 0.5

Example 2:

6 months	3 months	3 months	Entitlement
Normal working period at part-time 0.8	Unpaid leave recognised as service	Normal working period at part-time 0.8	= Paid parental leave at part-time 0.8

Example 3:

18 months	12 months	Entitlement
Normal working period at part-time 0.5	Approved unpaid leave	= Paid parental leave at part-time 0.5

4. General Conditions**4.1 Timely Notice**

4.1.1 An application for maternity or spousal leave is to be submitted at least 10 weeks before the expected birth of the child/children or, if the employee proposes to commence leave before the birth/date of confinement, 10 weeks before the date on which leave is to commence.

4.1.2 An application for adoption leave is to be submitted as soon as possible before the proposed period of leave.

4.2 Parental Leave and Access to Other Leave

4.2.1 Except where specifically provided under this directive, the provisions of the relevant industrial instrument shall apply e.g. the *Family Leave (Queensland Public Sector) Award - State 2004*.

4.2.2 Recreation Leave and Long Service Leave

(a) Where there is an entitlement, employees may use recreation and long service leave during the period of unpaid parental leave in accordance with the relevant Ministerial Directives.

(b) An entitlement to paid sick leave may be established during periods of recreation leave and long service leave in accordance with the relevant Ministerial Directives.

4.2.3 Sick Leave

(a) Paid sick leave is available to an employee on paid parental leave. Sick leave may be granted instead of paid parental leave already approved where:

- an employee submits a written application for sick leave, supported by a medical certificate or other evidence of the illness acceptable to the chief executive; and
- the period of illness is at least 1 calendar week.

(b) Paid sick leave is not available to an employee on unpaid parental leave.

4.2.4 An employee can only be on one form of approved leave at any one time.

4.2.5 In the case of school teachers who do not accrue recreation leave credits, the period of paid leave is exclusive of school vacation periods.

4.3 Access to a Second Period of Parental Leave

4.3.1 An employee:

- who becomes pregnant while on parental leave; or
- whose spouse becomes pregnant while that employee is on parental leave; or
- who is to adopt a child/children while on parental leave;

is eligible, without resuming duty, for a second period of parental leave in accordance with the provisions of this directive.

4.4 Less than the standard Parental Leave taken

4.4.1 Where less than the standard parental leave is taken the unused portion of the period of paid leave cannot be banked or preserved in any way.

4.5 Special Maternity Leave

4.5.1 Where a pregnancy terminates in other than the birth of a living child and the employee has already given notification of intention to proceed on maternity leave, the employee shall notify the chief executive of the changed circumstances as soon as practicable.

4.5.2 Where, after the first twenty weeks, a pregnancy terminates in other than the birth of a living child or where the child dies during the period of paid maternity leave, the employee shall continue to be entitled to 14 weeks paid leave.

4.6 Recognition of Service

4.6.1 **Continuity of Service:** Continuity of employment is not broken by authorised leave, paid or unpaid. However, absences on unpaid leave do not count as service except as provided under the applicable industrial instrument or directive (e.g. Ministerial Directive: “*Leave without Salary Credited as Service*”).

4.6.2 **Paid Leave Counted as Service:** Periods of paid leave during parental leave count as service for all purposes.

4.6.3 For employees with less than 12 months qualifying service, the first 12 weeks of parental leave (even though it is without pay) counts as service for all purposes except as time served for probation. (This does not extend the time period allowed for probation in the relevant industrial instruments).

4.7 Extension of Paid Parental Leave on a Half-Pay Basis

4.7.1 An employee may request and an employer may agree to extend the amount of paid maternity, adoption or spousal leave for which the employee qualifies by the employee taking the leave on half-pay i.e.

- 14 weeks paid maternity and adoption leave may be extended to 28 weeks at half-pay
- 1 week paid spousal leave may be extended to 2 weeks at half-pay

4.7.2 An employee cannot take pre natal/pre-adoption leave on half-pay.

4.7.3 The employee may choose to combine a period of full and half-pay but this option should be made before the commencement of the parental leave. The employer would not be expected to agree to any change in leave payments once leave has commenced unless the employee offers a substantial reason for the change.

4.7.4 The minimum period of parental leave on half-pay is two calendar weeks (irrespective of the rate of pay for the period). The leave may be taken in conjunction with long service leave and recreation leave, including at half-pay in accordance with the relevant Ministerial Directives.

4.7.5 Granting of the parental leave on a half-pay basis is subject to departmental convenience however requests for leave should not be unreasonably refused.

4.7.6 *Leave Accrual:* The period of the leave will be recognised as normal full time or part time service applying to the employee at the time of taking the leave, i.e. accrual of sick leave, recreation and long service leave will remain at the normal entitlement for the period of half-pay parental leave for employees working full time and at the relevant proportional rate for employees working part-time.

4.7.7 *Leave Debit:* Periods of half-pay parental leave will be debited on a full-time equivalent basis e.g. half-pay maternity or adoption leave for a period of 28 weeks will attract a debit of 14 weeks from full pay credits; half-pay spousal leave for a period of 2 weeks will attract a debit of 1 week from full pay credits.

4.7.8 *Locality Allowance:* For those employees with an entitlement under an industrial instrument, this allowance will be paid on a proportionate basis for the period of the leave i.e. half the normal entitlement.

4.7.9 *Public Holidays falling Within a Period of Parental Leave Taken at Half-Pay:* Public holidays falling within periods of half-pay are paid for at the half-pay rate. Where a public holiday falls either at the beginning or at the

end of a period of half paid leave, and is immediately preceded/followed by a period of unpaid leave, the public holiday shall be paid at the half-pay rate.

4.8 Promotion

4.8.1 An employee on paid or unpaid parental leave continues to maintain their rights to promotion as if they were on duty. An employee can apply for and succeed in being promoted and transferred as well as lodging appeals and grievances.

4.8.2 An employee cannot be denied promotion because they are unavailable to take up duty before the completion of the paid or unpaid parental leave.

4.9 Professional Development

4.9.1 An employee on parental leave may be offered opportunities for professional development to keep their skills current. The employee's participation in this training or development is voluntary.

4.10 Higher Duties Allowance While on Paid Parental Leave

4.10.1 A public service officer (as defined in section 8 of the *Public Service Act 1996*) on parental leave who, before taking the leave had been directed to assume higher duties and responsibilities for the immediately preceding 12 months, is to continue to receive the higher duties amount while on paid parental leave. Such employees taking half-pay leave options are not to be disadvantaged by this provision.

4.11 Recall to Duty

4.11.1 Subject to agreement between the employee and the employer, or provisions of any industrial instrument/legislation, the employee may be temporarily recalled to duty. This recall does not break or extend the period of parental leave. Instead the employee may be paid as a casual under a mutually exclusive second (casual) contract.

4.11.2 An employee on unpaid parental leave continues to receive entitlements associated with this leave as well as entitlements due when working as a casual employee whilst on unpaid parental leave. These two contracts of employment are mutually exclusive and the entitlements accrued under the second (casual) contract cannot be transferred to the first contract of employment. This clause is not intended to encourage employees to undertake casual employment whilst on parental leave, however makes provision should the situation arise.

4.11.3 Subject to the provisions of any industrial instrument/legislation, a recall to duty while on paid or unpaid leave is voluntary on the part of the employee. An employee who declines the offer of a recall to duty under these circumstances is not to be discriminated against as a result of that decision.

4.12 Access to Flexible Work Practices

4.12.1 On return to work from parental leave, flexible work practices (eg part-time employment) may be utilised in accordance with the *Family Leave (Queensland Public Sector) Award - State 2004* where suitable to both the employer and employee.

4.12.2 A copy of the Flexible Work Practices - Framework and Options Kit (as part of the Attraction and Retention Series) is available on the Department of Industrial Relations website at:
<http://www.psier.qld.gov.au/publications/index.html>.

4.13 Grievance Procedure

4.13.1 The agency's grievance procedure is to be used for any grievance related to the application of these conditions and entitlements.

MINISTER FOR TRANSPORT, TRADE,
EMPLOYMENT AND
INDUSTRIAL RELATIONS

-
1. **TITLE:** Long Service Leave
 2. **PURPOSE:** To prescribe long service leave entitlements.
 3. **LEGISLATIVE PROVISION:** Section 54(1) of the *Public Service Act 2008* and section 686 of the *Industrial Relations Act 1999*.
 4. **APPLICATION:** This directive applies to -
 - public service officers;
 - tenured general employees engaged under section 147(2)(a) of the *Public Service Act 2008*;
 - temporary employees engaged under sections 148(2)(a) of the *Public Service Act 2008*; and
 - employees engaged on a casual basis under sections 147(2)(b) and 148(2)(b) of the *Public Service Act 2008*.
 5. **STANDARD:** The conditions and entitlements prescribed in the Schedule apply.
 6. **EFFECTIVE DATE:** This directive is to apply from **27 October 2008**.
 7. **VARIATION:** The provisions in the Schedule may be varied in accordance with certified agreements made under Chapter 6, Part 1 of the *Industrial Relations Act 1999* or decisions of an industrial tribunal of competent jurisdiction.
 8. **INCONSISTENCY:** Sections 51 and 52 of the *Public Service Act 2008* and sections 686 and 687 of the *Industrial Relations Act 1999* apply if there is a conflict with an act, regulation or industrial instrument.
 9. **SUPERSEDES:** Ministerial Directive 5/07: “*Long Service Leave*”
 10. **PREVIOUS REFERENCES:** Ministerial Directive 21/05: “*Long Service Leave*”
Ministerial Directive 3/05: “*Long Service Leave*”
Ministerial Directive 1/01: “*Long Service Leave*”
Ministerial Directive 11/99: “*Long Service Leave*”
Sections 24 and 33 of the *Public Service Management and Employment Regulation 1988* as in force on 24 February 1995
Administrative Instruction No. 1 I 59.
 11. **SEE ALSO** Chapter 2, Part 3 *Industrial Relations Act 1999* (Long Service Leave)
Directive: “*Leave without Salary Credited as Service*”
Directive: “*Higher Duties*”
Circular 4/01
-

SCHEDULE

LONG SERVICE LEAVE

1. Entitlement

- 1.1. Public service employees including public service officers, temporary employees, general employees and casual employees (**referred to as "employees" in this schedule**) are entitled to long service leave on full pay as provided in this schedule.

2. Long service leave entitlement and accrual

- 2.1 An employee who completes 10 years continuous service is entitled to long service leave on full pay of:

- 6.5 working days for each year of continuous service; or
- 1.3 calendar weeks for each year of continuous service; and
- a proportionate amount for an incomplete year of service.

- 2.2 It is at the chief executive's discretion whether the leave is calculated in working time or calendar time.

2.3 Part-time employees

- (a) The permanent part-time employment arrangements contained in the relevant industrial instrument apply or, where there are none, those contained in the *Flexible Work Practices Framework and Options Kit* (Number 1 in the Attraction and Retention Series) apply.

- (b) The qualifying period for long service leave purposes for part-time employees is 10 calendar years of continuous service worked on a part-time basis, or a combination of full-time, part-time and/or casual service.

2.4 Casual employees

- (a) For the purpose of this directive, the service of a casual employee is regarded as continuous if the employee has service that has been recognised for long service leave purposes and it extends over a period of 10 years or longer.

- (b) A casual employee's entitlement to long service leave is to be calculated as follows:

Number of hours x rate of pay

Where:

$$\text{Number of hours} = \frac{\text{total hours of work}}{52} \times \frac{13}{10}$$

2.5 Voluntary reversion to a lower classification

- (a) Where an employee voluntarily reverts to a lower classification, the employee will be entitled to long service leave accrued as at the date of the reversion at the employee's substantive classification and paypoint immediately preceding the reversion.

- (b) The employee is not compelled to take accrued long service leave at the date of voluntary reversion to a lower classification.

- (c) Long service leave accrued after reversion to a lower classification is payable at the employee's classification and paypoint at the relevant time.

- (d) Should the employee subsequently attain a substantive classification and paypoint higher than the substantive classification and paypoint immediately preceding reversion to a lower classification, all long service leave accrued will become payable at the higher classification and paypoint.

3. Definitions

- 3.1 "**continuous service**" includes service and periods of leave that have been recognised for long service leave purposes under the relevant directive.

3.2 “**daily hours**” means:

- the number of ordinary daily working hours of an employee as specified in the relevant industrial instrument; or
- in any other case - the number of hours specified in the relevant industrial instrument as the average number of hours per working day of an employee during a pay period or other period that is reasonable in the circumstances.

3.3 “**employee’s legal personal representative**” means the executor or administrator of an employee’s estate.

3.4 “**full pay**” means the employee’s ordinary rate of pay and is inclusive of any fixed allowances that are part of the regular fortnightly pay.

3.5 “**half pay**” means half of the rate of full pay.

3.6 “**industrial instrument**” means an award, industrial agreement, certified agreement, contract, former determination of the Governor-in-Council, directive or determination made under section 149 of the *Industrial Relations Act 1999*.

3.7 “ordinary rate” means the rate that the relevant industrial instrument states is payable for ordinary time.

3.8 “teacher” means an employee determined by the chief executive to be a teacher for the purpose of this directive.

3.9 “weekly hours” means:

- the number of ordinary weekly working hours of an employee as specified in the relevant industrial instrument; or
- in any other case - the number of hours specified in the relevant industrial instrument as the average number of hours per working week of an employee during a pay period or other period that is reasonable in the circumstances.

4. Departmental convenience

4.1 The taking of long service leave is subject to departmental convenience.

5. Application for long service leave

5.1 Applications for long service leave are to be made in writing or in a form determined by the chief executive.

6. Timely notice

6.1 An employee is to give timely notice of the date from which long service leave is to take effect.

6.2 The employer must respond to a request to take long service leave in a timely manner indicating whether the leave applied for has been approved or not.

7. Timing of leave

7.1 An employer and employee may agree when the employee is to take long service leave.

7.2 If the employer and employee cannot agree on the timing of the leave, the employer may decide when the employee is to take leave by giving the employee at least 3 months written notice of the date on which the employee must take at least 4 weeks long service leave.

8. Recall or cancellation of leave

8.1 If departmental circumstances require it, a chief executive may:

- recall an employee from long service leave; or
- cancel the approval of any long service leave; or
- defer the taking of long service leave.

8.2 An employee who is recalled or whose leave is cancelled will be allowed to take leave at the earliest opportunity that is mutually convenient for the employee and the chief executive.

8.3 Where an employee has incurred expenses, such as deposit payments, relating to payments for accommodation and/or travel for the employee and/or their immediate family, and those expenses are lost due to a recall, cancellation or deferral of leave by the chief executive, the expenses will be reimbursed by the department. Such reimbursement is conditional upon the employee producing evidence of losses incurred, in the form of receipts or other evidence to the satisfaction of the chief executive.

9. Leave granted on an hourly basis

9.1 If an employee applies for leave on a basis other than an hourly basis, the leave may be granted on an hourly basis.

10. Leave based on the number of hours that the employee would have worked

10.1 Where leave is calculated in working time and an employee is rostered to work a specific number of hours on a day and the employee is absent from duty on that day, or for part of it, the employee's leave account is to be reduced. This reduction will be the number of hours that the employee was rostered to work on that day but did not work.

11. Minimum period

11.1 The minimum period of long service leave that may be taken at any one time is one (1) calendar week (exclusive of public holidays) except in the following situations:

- where an employee is recalled from long service leave; or
- where an employee becomes ill and is granted sick leave instead of the long service leave already approved; or
- where the employer gives an employee at least 3 months written notice for the employee to take long service leave in the event the employer and employee are unable to agree on the timing of the leave; or
- where the chief executive determines that an employee may take long service leave for a period of less than one (1) week (but not less than one (1) day).

12. Calculation of leave available

12.1 Long service leave may be taken up to the total amount of long service leave due as at the date of commencement of the leave. Long service leave will be calculated by:

- determining the total period of the employee's continuous service, including leave credited for service; and
- determining the total amount of long service leave entitlement appropriate to that period of continuous service; and
- deducting from the total long service leave entitlement, any long service leave previously taken.

12.2 Notwithstanding clause 12.1, at the discretion of the chief executive an employee may be granted long service leave that accrues up to the end date of a period of long service leave. Nothing in this clause affects a qualifying period for long service leave.

13. Payment of long service leave

13.1 Payment of long service leave is based on the calculation of leave available (see clause 12.1 above) and the full pay to which the employee is entitled in his or her substantive position unless the conditions in the ministerial directive: *Higher Duties* apply.

13.2 Payment of long service leave in advance is at the discretion of the chief executive.

14. Public holidays occurring during long service leave

14.1 Long service leave is exclusive of any public holiday that falls during the period of the leave.

14.2 Long service leave will be extended by any public holiday falling on an employee's normal working day during the period of the leave. Any such days will be added to the end of the period of the leave, irrespective of the days on which they fall.

15. Extension of long service leave on a half pay basis

15.1 Long service leave may be granted on half pay for any purpose.

15.2 Granting of the leave on half pay is subject to departmental convenience, however requests for leave should not be unreasonably refused.

15.3 The standard conditions in this directive apply to half pay long service leave arrangements in the following way:

(a) Leave accrual

While on half pay long service leave, an employee will accrue all leave at the rate at which it was accruing immediately before the employee took half pay long service leave, i.e. leave will accrue as if the employee was engaged in their normal full-time or part-time employment.

(b) Leave debit

Periods of half pay long service leave will be debited on a full-time equivalent basis. For example, half pay long service leave for a period of 8 weeks will attract a debit of 4 weeks from full pay credits.

(c) Locality Allowance

For employees with an entitlement to locality allowance under an industrial instrument, the allowance will be paid on a proportionate basis for the period of the leave i.e. half the normal entitlement.

(d) Minimum period of the leave

Half pay long service leave must be taken for a minimum one (1) calendar week. The leave may be taken in conjunction with other forms of leave.

(e) Public Holidays

Half pay long service leave is exclusive of any public holiday that falls during the period of the leave. Half pay long service leave will be extended by any public holiday falling during the period of the leave. A public holiday that falls during a period of half pay long service leave will be paid at half pay.

(f) Sick leave in lieu

Where sick leave is granted after starting a period of long service leave on half pay, such sick leave granted in lieu shall also be at half pay.

16. Teachers and vacation periods

16.1 A vacation to which a teacher is entitled will not be counted as forming part of any period of long service leave taken by that teacher.

17. Sick leave instead of long service leave

17.1 Sick leave may be granted instead of long service leave already approved where:

- (a) an employee becomes ill before the start of the long service leave and, before starting the leave, submits a written application for sick leave, supported by a medical certificate or other evidence of the illness acceptable to the chief executive; or
- (b) an employee becomes ill after starting the long service leave and submits a written application for sick leave, supported by a medical certificate or other evidence of the illness acceptable to the chief executive, and the period of illness is at least 1 calendar week.

18 Cash equivalent of long service leave on termination

18.1 Subject to clauses 20 and 21, a person who ceases to be an employee and who, at the date of cessation, has an entitlement to long service leave under this schedule, is to receive a payment instead of the long service leave not taken.

18.2 The calculation of the amount of the payment is based on:

- the employee's entitlement to long service leave as at the date of cessation;
- less any long service leave previously taken; and
- the full-pay rate payable to the employee at the employee's substantive position at the date of ceasing employment, unless the conditions in the ministerial directive: *Higher Duties* apply.

19 Public holidays in relation to a cash equivalent of long service leave

19.1 A cash equivalent of long service leave also attracts the benefit of public holidays that would occur during the long service leave if it were granted immediately upon cessation of duty.

19.2 Where cash payments are being made for recreation leave and long service leave, only one type of leave is to be adjusted for public holidays and payment in respect of any public holiday may be made only once. The longer period of leave is to be used for this purpose. Regardless of which type of leave is used, public holidays during the

recreation leave period must be paid at the higher duties rate if the employee was acting in a higher position on the last day of employment (section 14 of the *Industrial Relations Act 1999*).

20. Entitlement to a proportionate payment on termination after 7 years continuous service

20.1 An employee who has completed at least 7 years continuous service but less than 10 years continuous service is entitled to a proportionate payment for long service leave on the termination of the employee's service only if:

(a) the employee terminates his or her service because of:

- ill health or incapacity that is significant but does not qualify for ill health retirement; or
- a domestic or other pressing necessity¹; or

(b) the employer:

- dismisses the employee for a reason other than the employee's conduct, capacity or performance; or
- unfairly dismisses the employee.

21. Entitlement to a proportionate payment on termination after various periods of continuous service

21.1 Proportionate payments will be made to employees whose employment has been terminated in the following circumstances and they have completed the period of continuous service prescribed below:

(a) On termination of contract

Where the chief executive terminates the employment of an officer on a contract of employment under section 122 of the *Public Service Act 2008* and the termination is for reasons other than disciplinary action or retirement on grounds of mental or physical incapacity - **1 year of continuous service**.

(b) On action because of surplus

A public service employee whose position is deemed to be surplus to the department's needs because the department employs more employees than it needs for the effective, efficient, economical and appropriate performance of its functions; or the duties performed by the employee are no longer required - **1 year of continuous service**.

(c) Voluntary retirement

An employee referred to in section 136 of the *Public Service Act 2008* who:

- has elected to retire from the public service on turning 55 or older; and
- who is not an employee who is deemed to be surplus to the department's needs; or
- is permitted to retire under a directive - **5 years continuous service**.

(d) Ill health retirement

A person referred to in section 174 of the *Public Service Act 2008*, who is retired on the grounds of mental or physical incapacity - **5 years continuous service**.

(e) On death

An employee who dies - **5 years continuous service**.

22. Payment on an employee's death

22.1 Where a long service leave entitlement is payable to an employee who has died, the payment will be made to the employee's legal personal representative.

23. Taking pro rata long service leave after 7 years

23.1 Subject to clause 4.1, employees are entitled to take pro rata long service leave after 7 years continuous service.

(Note: Provisions relating to payment on termination after 7 years continuous service are set out in clause 20).

24. Payment instead of long service leave to a continuing employee

¹ See Circular 4/01

24.1 Pursuant to the *Industrial Relations Act 1999*, an employee may be paid for all or part of an entitlement to long service leave instead of taking the leave or part of the leave if one of the following applies –

- (a) If an award, certified agreement or industrial agreement applying to the employee provides for the payment of all or part of an entitlement to long service leave instead of taking the leave or part of the leave, payment may be made in accordance with the award or agreement, if the employer and employee agree by a signed agreement; or
- (b) If no award, certified agreement or industrial agreement provides for the employee to be paid for all or part of an entitlement to long service leave instead of taking the leave or part of the leave, payment may be made only if the payment is ordered by the Queensland Industrial Relations Commission on application by the employee.

The Commission may order the payment only if satisfied that the payment should be made –

- on compassionate grounds; or
- on the ground of financial hardship.

25. Conversion to hourly basis

25.1 Leave prescribed in this directive may be converted to hours using the formulae set out below for the purpose of accrual, granting and recording of leave.

25.2 Where leave entitlement is expressed in weeks

If an employee's long service leave entitlement is expressed in weeks, it may be read as if it were expressed in hours using the following formula:

$$LE=W \times WH$$

Where:

LE (leave entitlement)

means the amount of leave, expressed in working hours to which the employee is entitled.

W (weeks)

means the entitlement accrued in calendar weeks under this directive.

WH (weekly hours)

means:

- (a) the employee's weekly hours of work; or
- (b) the average number of hours per week in the relevant industrial instrument for an employee during a pay period or other period that is reasonable in the circumstances.

25.3 Where leave entitlement is expressed in days

If an employee's long service leave entitlement is expressed in days, it may be read as if it were expressed in hours using the following formula:

$$LE=D \times DH$$

Where:

LE (leave entitlement)

means the amount of leave expressed in working hours to which the employee is entitled.

D (days)

means the entitlement accrued in calendar days under this directive.

DH (daily hours)

means:

- (a) the employee's daily hours of work; or
- (b) the average number of hours per day in the relevant industrial instrument for an employee during a pay period or other period that is reasonable in the circumstances.

25.4 Where leave entitlement is expressed in weeks and days

Where an employee's long service leave entitlement is expressed in weeks and days, the conversion to hours of the weeks and days components should be calculated separately and then added to give the new entitlement.

For example, to convert an entitlement where the leave balance is **5** weeks and **3** days:

(a) for a public service officer on 36.25 hours a week:

$$\begin{aligned}\mathbf{LE} \text{ (weeks)} &= \mathbf{5} \times 36.25 = 181.25 \\ \mathbf{LE} \text{ (days)} &= \mathbf{3} \times 7.25 = \underline{21.75} \\ \text{Total entitlement (in hours)} & 203 \text{ hours;} \end{aligned}$$

or

(b) for an employee on 38 hours a week:

$$\begin{aligned}\mathbf{LE} \text{ (weeks)} &= \mathbf{5} \times 38.00 = 190 \\ \mathbf{LE} \text{ (days)} &= \mathbf{3} \times 7.60 = \underline{22.8} \\ \text{Total entitlement (in hours)} & 212.8 \text{ hours.} \end{aligned}$$

MINISTER FOR EMPLOYMENT,
TRAINING AND INDUSTRIAL
RELATIONS

1. **TITLE:** Special Leave
2. **PURPOSE:** To prescribe the entitlements for special leave.
3. **LEGISLATIVE PROVISION:** Section 34(2) of the Public Service Act 1996.
4. **APPLICATION:**

This directive applies to -

 - public service officers; and
 - temporary employees engaged under section 113(2)(a) of the *Public Service Act 1996*, and
 - general employees engaged under section 112(2)(a) of the *Public Service Act 1996* where indicated in the Schedule.

This directive **does not apply** to employees engaged on a casual basis under sections 112(2)(b) or 113(2)(b) of the *Public Service Act 1996*.
5. **STANDARD:** The conditions and entitlements prescribed in the Schedule apply.
6. **EFFECTIVE DATE:** This directive is to operate from 14 August 2006.
7. **VARIATION:** The provisions in the Schedule may be varied in accordance with certified agreements made under Chapter 6, Part 1 of the Industrial Relations Act 1999 or decisions of an industrial tribunal of competent jurisdiction.
8. **INCONSISTENCY:** Sections 34 and 117 of the *Public Service Act 1996* and section 687 of the *Industrial Relations Act 1999* apply if there is a conflict with an act, regulation or industrial instrument.
9. **SUPERSEDES:** Directive: 1/05: "*Special Leave*"
10. **PREVIOUS REFERENCES:**

Directive: 10/01: "*Special Leave*"
Directive: 14/99: "*Special Leave*"
Directive 8/97: "*Special Leave*"
Sections 36 and 37 of the *Public Service Management and Employment Regulation 1988* as in force on 24 February 1995.
Determination No. 8
Circulars 4/93, 3/92, 12/90, 11/90
Administrative Instruction Nos. 1 I 27, 1 I 28, 1 I 49, 1 I 50, 1 I 52, 1 I 53, 1 I 54, 1 I 56, 1 I 57, 1 I 111
Letter from the Public Service Commissioner 13 May 1994.
Public Service Board letter of 27 October 1983 re blood donor leave.

SCHEDULE

SPECIAL LEAVE

GENERAL CONDITIONS

1. Entitlement

- 1.1 An officer or an employee, as defined in this schedule, may be granted special leave of absence either on full salary or without salary as provided and where indicated in this schedule.

2. Conversion to hourly basis

- 2.1 Leave prescribed in this directive may be converted to an hourly basis for the purpose of entitlement, granting and recording of leave.

3. Timing of leave

- 3.1 Leave is always to be subject to the demands of a particular situation and is to be taken at departmental convenience.

4. Special Leave - recall and cancellation

- 4.1 A chief executive may, if departmental circumstances require it –
- recall an employee from special leave; or
 - cancel the approval or granting of any special leave; or
 - defer the taking of that leave.

5. Leave entitlement in hours

- 5.1 If an employee's leave entitlement in a directive is expressed in working days, the leave entitlement may be read as if it were expressed in working hours using the following formula -

$$LE = WD \times DH$$

Where:

LE (leave entitlement)
means the amount of leave entitlement expressed in working hours to which the employee is entitled.

WD (working days)
means the number of working days set out in the directive.

DH (daily hours)
means the employee's daily hours (as defined).

Provided that the leave entitlement applies to part-time employees on a *pro rata* basis.

6. Leave granted on an hourly basis

- 6.1 If an employee applies for leave on a basis other than an hourly basis, the leave may be granted on an hourly basis.

7. Leave based on the number of hours that the employee would have worked

- 7.1 If an employee is rostered to work a specific number of hours on a day and the employee is absent from duty on that day, or part of it, the employee's leave account is to be reduced. This reduction will be the number of hours that the employee was rostered to work on that day but did not work. This applies even though the employee's leave account is debited by a different number of hours from the employee's daily hours (as defined).

Example 1

If an employee, working 7.25 hours a day, is absent for 1.5 hours due to cyclonic weather, and subsequently performs 6 ordinary hours work on that day, then 1.25 hours is debited against special leave for floods, cyclones, bushfires etc.

Example 2

If an employee is rostered to work 7.6 hours and is absent on special leave that day, 7.6 hours is debited against special leave.

8. Variation of ordinary working hours

- 8.1 If a department's system for recording particulars of leave granted to an employee is based on working hours and the daily hours (as defined) of the employee change, the leave entitlements accumulated by the employee are also to be recorded in hours and the leave entitlements accumulated by the employee are also to be recorded in hours

- 8.2 The formula for this conversion is as follows -

$$LAC = LBC \times \frac{HAC}{HBC}$$

Where:

LAC (leave entitlement after change)
means the hours of leave to which the employee is entitled after the change.

LBC (leave entitlement before change)
means the employee's leave entitlement expressed in hours before the change.

HAC (daily hours after change)
means the employee's daily hours (as defined) after the change.

HBC (daily hours before change)
means the employee's daily hours (as defined) before the change.

9. Definitions

9.1 “**daily hours**”, means -

- the number of ordinary daily working hours of an employee as specified in an industrial instrument (as defined);
- in any other case - the number of hours that can be determined from the relevant industrial instrument (as defined) as the average number of hours per working day of an employee during a pay period or other period reasonable in the circumstances.

9.2 “**employees**” includes public service officers, temporary employees engaged under section 113(2)(a) of the *Public Service Act 1996* and general employees engaged under section 112(2)(a) of the *Public Service Act 1996*.

9.3 “**industrial instrument**” for the purposes of this directive means an award, industrial agreement (including a certified agreement), contract, former determination of the Governor-in-Council or directive.

9.4 “**officers**” for the purposes of this directive, means public service officers or temporary employees engaged under section 113(2)(a) of the *Public Service Act 1996*.

PART A

SPECIAL LEAVE ON FULL SALARY

CATEGORY	CONDITIONS OF APPROVAL	ENTITLEMENT
<p>1. EMERGENCY OR COMPASSIONATE GROUNDS</p> <p>An officer may be granted leave that is reasonably required either for an emergency situation or on compassionate grounds.</p>	<p>Applies to officers only.</p> <p>At discretion of chief executive.</p>	<p>Not to exceed a total of 3 working days in any 12 month period.</p>
<p>2. SPORTING COMPETITIONS</p> <p>An officer who is selected as –</p> <ul style="list-style-type: none"> • a competitor, team manager or team coach of a state or national team participating at a major national or international sporting competition; or • an umpire or referee at such competitions; <p>may be granted leave for sporting competitions.</p> <p>(The term “competitor” includes reserve competitors. Single competitors selected in events such as the marathon would be included in the category of “state or national team”).</p> <p>An officer who is selected as a competitor or official at the Olympic Games, Commonwealth Games or International Games for the Disabled may be granted leave for the Games.</p>	<p>Applies to officers only.</p> <p>Subject to departmental convenience.</p> <p>The officer must provide documentary evidence of selection by the recognised governing body and the period for which participation of the officer is required.</p> <p>The major sport is one that has at least a registered minimum membership in Australia of 20,000 or is listed as a recognised sporting event at the Olympic or Commonwealth Games. (The requirement for a minimum membership of 20,000 is waived in the case of disabled officers).</p>	<p>Up to a maximum of 5 working days per calendar year non-cumulative for the purpose of -</p> <ul style="list-style-type: none"> • participation; • necessary travel to and/or from the competition; and • mandatory periods of training. <p>The period the officer is required to be absent from duty to permit the officer’s attendance at the Games.</p>
<p>3. SEMINARS, CONFERENCES OTHER THAN AS AN OFFICIAL REPRESENTATIVE</p> <p>An officer who is not an official representative and attends a seminar, conference, etc. within Australia or overseas and –</p> <ul style="list-style-type: none"> • the seminar, conference, etc. is associated with the officer's area of employment; and 	<p>Applies to officers only.</p> <p>Subject to departmental convenience.</p> <p>The department is not involved in any additional costs.</p>	<p>Leave for attendance and travel to and from the event up to a maximum of 5 working days per calendar year non-cumulative.</p>

CATEGORY	CONDITIONS OF APPROVAL	ENTITLEMENT
<ul style="list-style-type: none"> the officer is a member of the society or association responsible for the event or contributes substantially to the event by way of delivery of a paper or some other way <p>may be granted leave for the event.</p>	<p>The officer submits a report on the seminar proceedings to his or her department for dissemination.</p>	<p>Leave may be granted for attendance at more than one seminar or conference.</p>
<p>4. RETURNING OFFICERS An officer appointed as a returning officer at a state election may be granted leave to discharge electoral duties.</p>	<p>Applies to officers only.</p>	<p>As determined by the chief executive.</p>
<p>5. FLOODS, CYCLONES, BUSHFIRES, ETC. An employee who is prevented from attending the employee's normal place of employment because of floods, cyclonic disturbances, severe storms or bushfires may be granted leave in the following circumstances –</p> <ul style="list-style-type: none"> it is not practicable for the employee to attend for duty at another Government office; the employee is absent from his or her usual place of residence on approved leave or during a weekend and is unable to return in sufficient time to attend the normal place of employment or it is not practicable to attend duty at another Government office; where the employee is required to return home before the employee's usual ceasing time to ensure personal safety, the protection of the employee's family and property or the availability of transport facilities which may be disrupted or discontinued because of weather or environmental conditions; where the employee must, of necessity, remain at home to safeguard the employee's family or property; 	<p>Applies to officers and employees.</p> <p>Where practicable employees should report for duty at another Government office within the vicinity.</p> <p>Approval of leave is subject to the chief executive being satisfied that the absence is unavoidable or justified.</p> <p>Leave approved will not affect an officer's entitlement to leave for emergency or compassionate absences under 1 (above).</p>	<p>Where the absence is less than one working day, necessary leave for such absence.</p> <p>In all other absences involving whole working days, up to a maximum of 5 working days per calendar year non-cumulative.</p> <p>The chief executive may consider additional special leave on full salary in exceptional and deserving cases or where an employee is affected by more than one disaster in any one year.</p>

CATEGORY	CONDITIONS OF APPROVAL	ENTITLEMENT
<ul style="list-style-type: none"> where the employee remains at home to have temporary repairs effected, restore belongings, clean up etc; where the employee is travelling on transfer and is unavoidably delayed from arriving at the destination. (An officer may also be allowed reasonable expenses necessarily incurred for accommodation and meals for the officer and family.) 		
<p>6. EMERGENCY MANAGEMENT COURSES</p> <p>An employee who is selected to attend an emergency management course or seminar organised by the Australian Emergency Management Institute, Mt Macedon, Victoria or the State Emergency Service may be granted leave to attend the course or seminar.</p>	<p>Applies to officers and employees.</p> <p>Subject to departmental convenience.</p> <p>The employee should provide documentary evidence of selection to attend the course or seminar.</p> <p>The department is not responsible for payment of travelling and other expenses involved during the employee's absence.</p>	<p>Australian Emergency Management Institute –</p> <ul style="list-style-type: none"> necessary leave to attend the course. <p>State Emergency Service –</p> <ul style="list-style-type: none"> up to a maximum of 5 working days per calendar year non-cumulative.
<p>7. ATTENDANCE AT EMERGENCIES</p> <p>An employee who is a member of the State Emergency Service, voluntary member of a local fire fighting unit, member of a Rural Fire Brigade, auxiliary of a Fire Brigade, Honorary Ambulance Officer or St. John Ambulance volunteer may be granted leave when called out for emergencies or to fight fires.</p>	<p>Applies to officers and employees.</p> <p>Subject to departmental convenience.</p> <p>Leave on full salary in not available for training purposes.</p> <p><i>Note: Where an emergency situation or a state of disaster has been declared under the Public Safety Preservation Act 1986 or the Disaster Management Act 2003 leave as required is to be granted.</i></p>	<p>Leave as required.</p>
<p>8. PLATELET ETC DONORS</p> <p>An employee who is selected as a donor for the apheresis procedure may be granted leave for this purpose.</p>	<p>Applies to officers and employees.</p> <p>Subject to departmental convenience.</p>	<p>Maximum leave 2.5 hours per three months on full pay</p>

CATEGORY	CONDITIONS OF APPROVAL	ENTITLEMENT
<p>9. BLOOD DONORS An employee who attends a recognised facility as a donor may be granted leave for the purpose of donating blood.</p>	<p>Applies to officers and employees Subject to departmental convenience</p>	<p>2 hours per three months on full pay</p>
<p>10. PRE-RETIREMENT SEMINARS An employee who attends a pre-retirement planning seminar may be granted leave to attend the seminar.</p>	<p>Applies to officers and employees. Leave shall not be granted where an employee chooses to attend a seminar during recreation leave or long service leave.</p>	<p>Leave for attendance and necessary travel to and from the centre.</p>
<p>11. OTHER EXCEPTIONAL CIRCUMSTANCES</p>	<p>As determined by the chief executive.</p>	<p>As determined by the chief executive.</p>

PART B

SPECIAL LEAVE WITHOUT SALARY

CATEGORY	CONDITIONS OF APPROVAL	ENTITLEMENT
<p>The chief executive may grant special leave without salary to an employee for any purpose.</p> <p>This part does not apply to leave without salary in respect of family leave and leave granted under the Study and Research Assistance Scheme.</p>	<p>Applies to officers and employees.</p> <p>Subject to departmental convenience.</p> <p>Officers only - where the special leave without salary approved exceeds 6 months the officer may be deployed –</p> <ul style="list-style-type: none"> • in the same manner as the officer was employed prior to the commencement of the leave; or • where departmental convenience requires, in a different job role or different location provided that the placement is at the same classification and within the same department or sub-department as applied before the officer took leave. (This does not apply to an officer absent on Workers' Compensation.) <p>The chief executive shall determine whether accrued recreation leave or long service leave should be taken prior to commencement of any leave without salary.</p>	<p>For any minimum or maximum period determined by the chief executive.</p>
<p>PURCHASED LEAVE</p> <p>The chief executive may grant Purchased Leave to an employee for any purpose.</p>	<p>Applies to officers and employees.</p> <p>Subject to departmental convenience.</p>	<p>For any minimum or maximum period determined by the chief executive, in accordance with Queensland Government policy and/or industrial instruments.</p>

PART C

NON-DISCRETIONARY SPECIAL LEAVE

CATEGORY	CONDITIONS OF APPROVAL	ENTITLEMENT
<p>1. ELECTION LEAVE An employee who contests a state or local government election shall be granted leave for campaigning purposes.</p>	<p>Applies to officers and employees.</p> <p>Leave may be granted either as a charge against accrued recreation leave, long service leave or without salary.</p>	<p>Total period not exceeding 2 months.</p>
<p>2. LOCAL GOVERNMENT LEAVE AND LEAVE WHEN ELECTED OR APPOINTED TO ATSIC An employee who has been</p> <ul style="list-style-type: none"> • elected to hold office as mayor, chair or member of a council or • appointed or elected as a part-time commissioner, regional chair or councillor of ATSIC <p>is to be granted special leave for attendance at council or ATSIC meetings or for undertaking council or ATSIC business.</p>	<p>Applies to officers and employees.</p> <p>An employee who has been granted special leave on full salary to attend council or ATSIC meetings or business and who receives payment by the council or ATSIC for attending must submit the payment to the chief executive for reimbursement to departmental funds.</p> <p>Except where the salary of the employee is less than the amount received for the time spent on council or ATSIC business, the employee is entitled to retain the difference between the salary and the amount paid by the Council or ATSIC.</p> <p>When determining the amount paid by council or ATSIC expenses for travel and accommodation are not to be taken into account</p> <p>Where an absence may cause disruption to transport or essential services, the granting of leave is subject to approval having regard to all the circumstances.</p> <p>These conditions do not apply to employees who are elected as full time councillors, and who are paid a salary for holding such office.</p>	<p>Leave on Full Salary</p> <ul style="list-style-type: none"> • Employee elected as mayor, commissioner or chair – Up to a maximum of 5 working days per calendar year non-cumulative. • Employee elected to other positions – Up to a maximum of 3 working days per calendar year non-cumulative. <p>Leave Without Salary Additional leave as required.</p>

CATEGORY	CONDITIONS OF APPROVAL	ENTITLEMENT
<p>3. AUSTRALIAN VOLUNTEERS ABROAD</p> <p>An officer who desires to undertake service overseas with the Australian Volunteers Abroad shall be granted leave without salary.</p>	<p>Applies to officers only.</p> <p>The officer shall make arrangements with the Government Superannuation Office regarding contributions in accordance with the superannuation legislation.</p>	<p>Up to 2 years.</p>
<p>4. DECLARED EMERGENCY SITUATION OR STATE OF DISASTER</p> <p>An employee who has been directed to assist in an emergency situation or a state of disaster in accordance with the <i>Public Safety Preservation Act 1986</i> or the <i>Disaster Management Act 2003</i> shall be granted leave for this purpose</p> <p>.</p>	<p>Applies to officers and employees.</p>	<p>Leave on full salary as required.</p>
<p>5. DEFENCE RESERVE FORCES LEAVE</p> <p>An employee who is a member of the Reserve Forces is to be granted leave for –</p> <p>(i) attendance at continuous training (continuous training includes camps, field exercises, schools, classes or courses and may involve more than one absence in a financial year) and/or for deployment situations</p> <p>(ii) travel from and to the employee's place of residence to attend continuous training</p> <p>OR</p> <p>to participate in an advance or rear party in connection with a period of continuous training.</p>	<p>Applies to officers and employees.</p> <p>Where possible, at least three (3) months notice prior to commencement of leave should be provided.</p> <p>Evidence of the necessity for the employee's attendance for continuous training in the form of a Training Notice must be submitted with the employee's application and, at the conclusion of the event, the employee must submit a certificate of attendance from the Commanding Officer.</p> <p>Where called up for a deployment situation, an employee must produce written evidence (deployment notice) of the proposed period of deployment.</p> <p>The additional leave is subject to certification by the Commanding Officer that the additional days are required.</p>	<p>Leave on Full Salary</p> <p>(The periods of leave below apply from 1 July 2004)</p> <p>Up to a maximum of -</p> <p>32 calendar days per financial year (Army Reserve, Naval Reserve and Air Reserve)</p> <p>plus an additional 14 calendar days per financial year during employee's first year of reserve service, where attending recruit/initial training.</p> <p>Up to a maximum of 4 days per financial year.</p> <p>Leave Without Salary Additional leave as required.</p>

CATEGORY	CONDITIONS OF APPROVAL	ENTITLEMENT
<p>Employer Support Payments</p> <p>Agencies are expected to pursue Employer Support Payment entitlements from the Department of Defence when an employee accesses paid or unpaid Defence Reserve Forces Special Leave.</p> <p>Details of the financial benefits for employers of reservists provided under the Employer Support Payment Scheme can be obtained from the Defence Reserve Support Council on 1800 803 485 or their website www.defence.gov.au/reserves.</p>	<p><i>Note: The Defence Reserve Service (Protection) Act 2001 at section 17 states that “an employer must not hinder or prevent a person in the employer’s employment from volunteering to render defence service or rendering defence service”. When a requirement for an employee Reservist to undertake defence service (which includes training) causes serious difficulties for a department or agency, the department or agency should request the Australian Defence Service to identify alternative dates for the defence service.</i></p>	

SCHEDULE 11 - ATTACHMENT 4 - DIRECTIVE NO 15/08 (SUPERSEDES 19/97)

- 1. Title:** **Temporary Employment**
- 2. Supersedes:** **19/97**
- 3. Purpose:** To maximise tenured employment by
 - (a) setting appropriate circumstances for the engagement of temporary employees; and
 - (b) prescribing departmental responsibility for the conversion of temporary employees to tenured status where a temporary employee has a continuous connection to a role over time.
- 4. Legislative Provision:** *Public Service Act 2008* - sections 53, 147, 148, 149 and 194(1)(e).
- 5. Effective date:** 1 December 2008
- 6. Application:**
 - (a) This directive applies where a chief executive employs a person as a temporary employee on a full-time or part-time basis as provided for under section 147 or section 148 of the *Public Service Act 2008*.
 - (b) This directive does not apply where a chief executive employs a person on a casual basis under section 147 or section 148 of the *Public Service Act 2008*.
- 7. Directive:**
 - 7.1 *Appropriate use of temporary employment***
 - (a) Chief executives may employ a person as a temporary employee to meet temporary circumstances.
 - (b) All requirements of the directive relating to recruitment and selection must be met for temporary vacancies above entry level.
 - (c) Circumstances where temporary employment may be appropriate include but are not limited to –
 - (i) Temporary and/or urgent demand for particular skills for a period limited by time, whether or not the time has been fixed;
 - (ii) The evolution of a tenured role during which knowledge and skill requirements are expected to undergo a period of transition;
 - (iii) Fluctuating service delivery needs or temporary increases in workload;
 - (iv) Roles which are funded for a specified period with no reasonable anticipated renewal of funding;
 - (v) A one-off project or specified body of work which will be completed within a finite timeframe;
 - (vi) Replacement of employees who are absent on leave and who are expected to return to the role on the completion of that leave;
 - (vii) Temporary vacancies arising from the temporary reassignment or secondment of employees; and
 - (viii) Temporary filling of a vacant role prior to the approval of a tenured appointment.
 - (d) For each separate period of engagement the temporary employee is to be provided with a letter of engagement that, as a minimum, includes:
 - (i) The circumstances/specified task(s) that require the temporary engagement;
 - (ii) The duration of the period of engagement, including the commencement and completion dates;
 - (iii) Notification that temporary employment does not constitute appointment to a tenured role or position;
 - (iv) Details of the circumstances in which the temporary engagement may be terminated and the notice period for termination by either party;
 - (v) Information about relevant remuneration and conditions. This is to include specific reference to requirements of the directive on retrenchment of temporary employees engaged on a full time or part time basis;
 - (vi) Details of any applicable probation requirements; and
 - (vii) A copy of the relevant role description.
 - 7.2 *Review of temporary employment status***
 - (a) Under the current directive relating to recruitment and selection, agencies have the discretion to convert entry-level temporary employees to tenure at any time and above entry-level temporary employees to tenure once eligibility requirements have been met.

- (b) Once a temporary employee completes three continuous years of service in the same role, the agency must conduct a review of the temporary status of the employee with the aim of converting them to tenured status wherever feasible.
- (c) The review of temporary status referred to at (b) above shall also apply to non-continuous service where a temporary employee has performed a cumulative total of three years service in the same role, provided that the breaks in employment do not exceed a total of three months in the previous three year period.
- (d) A temporary employee does not need to be employed in the same position in order to be eligible. Continuous service in the same role includes a role which is essentially the same.

Example of a role which is essentially the same is:

a Payroll Officer who may, over the period of temporary employment, provide service to different client groups.

Rotation through a range of duties within a generic role description also constitutes service in the same role

Example of a range of duties constituting same role:

rotation through financial and payroll processing duties under a generic entry-level role description.

- (e) The review must result in the conversion of the temporary employee to tenured status at level where:
 - (i) The temporary circumstances no longer exist and the role performed by the temporary employee is ongoing; and
 - (ii) For above entry-level temporary employees, engagement was in accordance with requirements for notifying vacancies under the directive relating to recruitment and selection.
- (f) Within 28 calendar days of the employee becoming eligible for conversion the review must be finalised and the temporary employee notified in writing of the decision. Where there is a decision not to convert the temporary employee to tenured status, written notification must include the reasons for non-conversion.
- (g) Where the review does not result in the conversion of the temporary employee to tenured status and the employee continues in the role on a temporary basis, the employee is to have his or her employment status reviewed again on the completion of each additional three years continuous service. However, the employment status of the employee should, in the interests of fairness and efficient employee management, be reviewed at the end of 12 months after a decision to extend the temporary employment as a result of the mandatory review.
- (h) Conversion of a temporary employee to tenured status at level may occur only with the employee's consent.

7.3 Appeals

An employee who is eligible to be converted may lodge a fair treatment appeal directly with the Commission Chief Executive in relation to:

- (a) Failure of the agency to conduct a mandatory review as required under section 6.2 of this directive; or
- (b) A decision by the agency not to convert the employee to tenured status at level under section 6.2 of this directive.

7.4 Transitional arrangements

- (a) An initial transition period of 12 months will apply from the effective date of this directive.
- (b) During the transition period a department must review the employment status of all of its eligible temporary employees.
- (c) Within one month of the expiry of the transition period the review must be finalised and the temporary employees notified as per the provisions of 6.2(f) and (g) of this directive.
- (d) The requirements of 6.2(e)(ii) do not apply during the transition period or to employees who are eligible to be converted during the transition period and maintain continuous employment in the role.
- (e) The 28 day review and notification period under section 6.2(f) and associated appeal rights under 6.3(a) do not apply.