

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

Department of Education and Training State School Teachers' Certified Agreement 2016

Matter No. CA/2016/34

DEPUTY PRESIDENT BLOOMFIELD

14 October 2016

CERTIFICATE

This matter coming on for hearing before the Commission on 5 October 2016 the Commission certifies the following written agreement:

Department of Education and Training State School Teachers' Certified Agreement 2016 – CA/2016/34 [as amended].

Made between:

State of Queensland (Department of Education and Training);
Queensland Teachers Union of Employees; and
Together Queensland, Industrial Union of Employees.

The agreement was certified by the Commission on 5 October 2016, but shall operate administratively from 1 July 2016, and shall have a nominal expiry date of 30 June 2019.

This agreement replaces the Department of Education, Training and Employment State School Teachers' Certified Agreement 2012.

By the Commission.

Deputy President Bloomfield

PART 1 – APPLICATION AND OPERATION

1.1 Title

This Agreement shall be known as the *Department of Education and Training State School Teachers' Certified Agreement 2016*.

1.2 Arrangement

Subject Matter Clause No.

PART 1 – PRELIMINARY

Title	1.1
Arrangement	1.2
Application	1.3
Date and Period of Operation	1.4
Posting of Agreement	1.5
Relationship to Awards and Industrial Agreements	1.6
Objectives of this Agreement	1.7
Commencement of Negotiations for a Replacement Agreement	1.8
No Further Claims	1.9

PART 2 – WORKING AND LEARNING CONDITIONS

Class Sizes	2.1
Use of Non-Contact Time	2.2
Allocation of Duties – Heads of Department	2.3
Allocation of Duties – Heads of Curriculum	2.4
Allocation of Duties – Heads of Special Education Services	2.5
Curriculum Coordination Time	2.6
Administration Time - Teaching Principals	2.7
Extension of Spread of Hours	2.8
Access to Long Service Leave as Cultural Leave	2.9
Productivity, Service and Reform Initiatives	2.10
Promotional Positions	2.11
Recognition of Service – Special Leave	2.12
Maximisation of Permanency and Conversion	2.13

PART 3 – DISPUTE RESOLUTION

School-Based Consultation	3.1
School-Based Consultation – Staffing Flexibility	3.2
Consultation Processes for Small Schools	3.3
Education Consultative Committee	3.4
Dispute Resolution Procedures	3.5

PART 4 – SALARIES AND ALLOWANCES

Increases to Salaries and Allowances	4.1
Specified Sites Allowance	4.2
Award Maintenance	4.3

PART 5 – CLASSIFICATION STRUCTURE

Stream 1– Classroom Teachers	5.1
Stream 2 – Heads of Program	5.2
Stream 3 – School Leaders	5.3
Review of Stream 2: Heads of Program and Stream 3: School Leaders Classification Structure	5.4
Annual Progression	5.5
Internships	5.6
Highly Accomplished and Lead Teachers	5.7

PART 6 – ARRANGEMENTS FOR ENGAGEMENT OF EXECUTIVE PRINCIPALS

PART 7 – HEAD OF CURRICULUM

PART 8 – TEMPORARY TEACHERS

Minimum Engagement of Temporary Teachers.....	8.1
Temporary Teacher Professional Development.....	8.2
Paid Leave During Summer and School Vacation Periods – Temporary Teachers.....	8.3

PART 9 – SCHOOL-BASED MANAGEMENT

Employment of Teachers	9.1
Specialist Services	9.2
Transfer and Relocation	9.3
Monitoring Procedures	9.4
School Leadership and Management.....	9.5

PART 10 – REMOTE AREA INCENTIVE SCHEME

PART 11 – SALARY PACKAGING

PART 12 – TEACHER PROFESSIONALISM

PART 13 – ADULT SUPERVISION OF PRE-SET LEARNING

Adult Supervision.....	13.1
Remote and Regional Communities.....	13.2
Virtual School Service.....	13.3

PART 14 – MEMORANDA OF AGREEMENT

SCHEDULES

SCHEDULE 1 – SALARIES AND ALLOWANCES

SCHEDULE 2 – TRANSITION TO NEW STREAM 1 CLASSROOM TEACHER CLASSIFICATION STRUCTURE

SCHEDULE 3 – SPECIFIED SPECIAL EDUCATION FACILITIES

SCHEDULE 4 – SPECIFIED SCHOOLS SERVING INDIGENOUS COMMUNITIES

1.3 Application

1.3.1 The *Department of Education and Training State School Teachers’ Certified Agreement 2016* (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 *Teaching in State Education Award – State 2016* (Award) and the Queensland Teachers’ Union of Employees (QTU) and Together Queensland, Industrial Union of Employees.

1.3.2 Employees engaged under the Award located at the Queensland College of Teachers and the Office of the Queensland Studies Authority are covered by this Agreement.

1.4 Date and Period of Operation

This Agreement, certified on 5 October 2016, shall operate administratively from 1 July 2016 and shall have a nominal expiry date of 30 June 2019.

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, Training and Employment State School Teachers’ Certified Agreement 2012* in its entirety.

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

- (a) *Teaching in State Education Award – State 2016*; and
- (b) *Practice Teaching in State Schools Industrial Agreement*.

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

1.7 Objectives of this Agreement

1.7.1 To enhance delivery of educational services that:

- (a) provide efficient and high quality services;
- (b) support initiatives in school-based planning, management and accountability frameworks;
- (c) implement fair and equitable employment practices; and
- (d) develop more highly skilled teachers capable of achieving more effective and efficient working arrangements, and committed to client service, continual improvement, employee accountability, ongoing learning, team work and team problem solving.

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

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

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

1.7.5 To enunciate agreed dispute resolution processes.

1.8 Commencement of Negotiations for a Replacement Agreement

The parties agree to commence negotiations no later than three months prior to the expiry of this Agreement (i.e. negotiations are to commence no later than 1 April 2019) with a view to negotiating and settling a replacement certified agreement.

1.9 No Further Claims

1.9.1 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.

1.9.2 Notwithstanding clause 1.9.1, the parties may agree to negotiate subsidiary agreements in the form of Memoranda of Agreement or Joint Statements in response to emergent circumstances such as policy initiatives during the life of the Agreement.

1.9.3 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 (QIRC) that provide conditions that are not less favourable than current conditions;
- (b) any improvements in conditions that are determined on a whole-of-government basis; and
- (c) reclassifications.

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

PART 2 – WORKING AND LEARNING CONDITIONS

2.1 Class Sizes

2.1.1 Schools will be funded for staffing in accordance with a student/teacher ratio based on established class size targets. 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 4-1028 students per teacher

2.1.3 The class size targets for composite classes are informed by the relevant year level target. Where composite classes exist across cohorts (e.g. year 3/4) the class target would be the lower cohort target.

2.1.4 Classroom teacher numbers are allocated for the purpose of facilitating class size target achievement as part of the school Day 8 staffing allocation. Classes in excess of these maximum target sizes should only occur in exceptional circumstances.

2.1.5 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 including through the local consultative committee (LCC) in schools required to have one.

2.2 Use of Non-Contact Time

2.2.1 This clause is to be read in conjunction with the Award.

2.2.2 The main function of non-contact time is to undertake the necessary planning, preparation and correction to effectively carry out the role as teacher.

2.2.3 The Award entitlement to non-contact time may be used for the preparation, planning and correction of class activities. During non-contact time, teachers make decisions regarding what tasks they will complete during this period. These tasks may include:

- (a) collaborative preparation, planning and correction;
- (b) planning for class and group teaching instruction;
- (c) curriculum planning;
- (d) setting and correction of assessment items;
- (e) evaluating and assessing;
- (f) compilation of assessment records; and
- (g) planning for excursions.

2.2.4 Non-contact time will be allocated during timetable development. In primary and special schools, the timetabling of non-contact time should be by agreement at the school level between the Principal and the teacher. In those circumstances where agreement is unable to be reached, the Principal will determine the method of implementation of non-contact time. Parties are required to bargain in good faith and will not unreasonably withhold agreement.

2.2.5 Where non-contact time is unable to be accessed by a teacher due to planned school activities, timely consultation will occur to make alternative arrangements with the teacher for the replacement of such time, where appropriate.

2.2.6 Use of non-contact time provided in excess of the Award entitlement will be determined by the Principal.

2.3 Allocation of Duties – Heads of Department

2.3.1 The administration time of a Head of Department (HOD) will be as follows:

Department Description	Administration Time
Program: Less than 80 hours of program taught. Staff: Less than four full time equivalent teaching staff. Complexity: usually a small department confined to discrete subject area responsibilities.	0.4 FTE

Program: 80 - 150 hours of program taught. Staff: More than four but less than eight full time equivalent teaching staff. Complexity: Medium/average sized department (e.g. core areas in most schools including many 'non-curriculum' positions).	0.5 FTE
Program: More than 150 hours of program taught. Staff: More than eight full time equivalent teaching staff. Complexity: Large sized department (often across subject area or core in very large schools or dealing with extremely complex management or welfare issues).	0.6 FTE

2.3.2 The administration time for a HOD includes non-contact time.

2.3.3 The allocations outlined above may be varied following consultation at the school level provided that the minimum release time for HODs with greater than 80 hours of the school program taught is 0.5 FTE.

2.4 Allocation of Duties – Heads of Curriculum

2.4.1 The following administrative time arrangements apply for Heads of Curriculum (HOC) in primary and special schools:

Enrolment Threshold	Teaching Load	Non-Teaching Component Centrally Funded FTE	Non-Teaching Component CCT Contributed from School
225 < 300	0.6 FTE	0.2 FTE	0.2 FTE
300 > 325	0.5 FTE	0.2 FTE	0.3 FTE

2.4.2 Schools with model allocated HOCs will contribute 0.2/0.3 administration time from their school CCT allocation.

2.4.3 Schools with school funded HOCs will be required to fund the administration time for these HOCs with a minimum 0.4/0.5 according to the above thresholds.

2.4.4 Primary and special HOC are allocated pro rata non-contact time according to their teaching load.

2.5 Allocation of Duties – Heads of Special Education Services

2.5.1 The following administration time arrangements apply for Heads of Special Education Services (HOSES):

	Administration Time
ST 2 – 2 (Band 5)	0.2 FTE
ST 2 – 3 (Band 6)	0.4 FTE
ST 2 – 4 (Band 7)	0.5 FTE

2.5.2 The administration time for a HOSES does not include non-contact time.

2.5.3 The administration time for cluster HOSES should consider the travel time and the number of schools visited as part of the cluster.

2.6 Curriculum Coordination Time

2.6.1 In 2016, the Curriculum Coordination Time (CCT) allocated to primary schools will be as follows:

Enrolment	FTE
Less than 100	0.075
100 to less than 200	0.1
200 to less than 225	0.2
225 to less than 300	0.4*
300 to less than 325	0.5*
325 to less than 400	0.3
400 to less than 500	0.4
500 to less than 600	0.5
600 to less than 700	0.6
700 to less than 800	0.7
800 to less than 900	0.8
900 to less than 1000	0.9

1000 to less than 1100	1.0
1100 to less than 1200	1.1
1200 to less than 1300	1.2
1300 to less than 1400	1.3
1400 to less than 1500	1.4
1500 to less than 1600	1.5
1600 to less than 1700	1.6
1700 to less than 1800	1.7
1800 to less than 1900	1.8
1900 to less than 2000	1.9
2000 or greater	2.0

* CCT allocated to schools with enrolments from 225 to 324 includes a supplementation of 0.2 FTE to support the creation of a school-based HOC position with teaching loads as follows: 225 to less than 300 enrolments - 0.6 teaching load; 300 to less than 325 enrolments - 0.5 teaching load.

2.6.2 As agreed between the parties, the CCT allocated to primary schools will be progressively implemented during 2017 and 2018 as follows:

Enrolment	FTE
Less than 53	0.1
53 to less than 78	0.15
78 to less than 200	0.2
200 to less than 225	0.4
225 to less than 300	0.6*
300 to less than 325	0.8*
325 to less than 400	0.6
400 to less than 500	0.8
500 to less than 600	1.0
600 to less than 700	1.2
700 to less than 800	1.4
800 to less than 900	1.6
900 to less than 1000	1.8
1000 to less than 1100	2.0
1100 to less than 1200	2.2
1200 to less than 1300	2.4
1300 to less than 1400	2.6
1400 to less than 1500	2.8
1500 to less than 1600	3.0
1600 to less than 1700	3.2
1700 to less than 1800	3.4
1800 to less than 1900	3.6
1900 to less than 2000	3.8
2000 or greater	4.0

*CCT allocated to schools with enrolments from 225 to less than 325 includes a supplementation of 0.2 FTE to support the creation of a school-based HOC position with teaching loads as follows: 225 to less than 300 enrolments - 0.6 teaching load; 300 to less than 325 enrolments - 0.5 teaching load.

2.6.3 In 2016 and 2017 the CCT allocated to special schools will be as follows:

Band	FTE
6	0.16
7	0.2
8	0.4
9	0.6
10	0.8
11	1.0

2.6.4 In 2018 the CCT allocated to special schools will be as follows:

Band	FTE
6	0.4
7	0.6
8	0.8
9	1.0
10	1.4
11	1.8

2.7 Administration Time - Teaching Principals

2.7.1 From the commencement of 2017 the Teaching Principal administration time (referred to as Principal release time/Teaching Principal release days) will be as follows:

Enrolment	Release Time
0-25 students	0.10 FTE
26-99 students	0.15 FTE
100-124 students	0.25 FTE
125 – 134 students	0.50 FTE
135 – 144 students	0.60 FTE
145 – 154 students	0.70 FTE
155 – 164 students	0.80 FTE
165 – 174 students	0.90 FTE
175 students and above	1.00 FTE

2.7.2 The release time may be utilised according to local need, to engage in professional development and regional principal meetings or other activities required to support the good order and management of the school.

2.7.3 The release time is allocated in addition to non-contact time and curriculum coordination time. The timetabling of non-contact time for Teaching Principals will be subject to local arrangements, provided that non-contact time, if accrued, is accessed by the end of each school term.

2.8 Extension of Spread of School Hours

2.8.1 The parties recognise the existence and currency of the hours of work provisions of the Award.

2.8.2 Rostered duty time can exceed more than seven hours following consultation with the LCC for student free days only.

2.8.3 The mandated student free day in October can be flexible following consultation with the LCC.

2.9 Access to Long Service Leave as Cultural Leave

2.9.1 An employee may apply for long service leave as cultural leave provided that the period of leave sought is not less than one day.

2.10 Productivity, Service and Reform Initiatives

2.10.1 The parties commit to productivity, service enhancement and long-term reform initiatives as characterised by workforce management initiatives including:

- (a) provision for the secondment allowance under the Award to be adjusted so that it is commensurate with the allowance paid to a three year trained Senior Teacher. The secondment allowance should be adjusted in line with the increases to the Senior Teacher allowance provided that teachers who are currently receiving a higher amount shall continue to receive that amount for the life of this Agreement; and
- (b) consolidation of leave loading.

2.11 Promotional Positions

2.11.1 Broad banding

- (a) Broad banding of Principal and HOSES 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. These broad banding arrangements will also apply to a Deputy Principal located in a Band 8 primary or special school in the event that a school is re-banded to a Band 9 school. It will not be possible for a Principal to broad band into an Executive Principal position.

- (b) A Principal or HOSES shall be eligible for only one such progression in accordance with this provision without an appointment to a higher band through merit selection process.
- (c) A second progression may occur for Principals following a closed merit selection process. This process will include the substantive Principal and at level Principals who have submitted an application for relocation.

2.11.2 Position re-evaluation

For the purposes of this Agreement, clause 12.3.5 of the Award will apply to all employees remunerated under Stream 2 Heads of Program and Stream 3 School Leaders of this Agreement.

2.11.3 Deputy Principal – Special Education

- (a) As determined by the Evaluation Review Committee (ERC):
 - All employees on HOSES Stream 2 level 4 (Band 7) at 1 July 2016 will transition to the relevant Deputy Principal (Special Education) i.e. Deputy Principal School Leader Classification (Band 7).
 - After 1 July 2016 programs determined as warranting a HOSES Stream 2 level 4 will transition to the relevant Deputy Principal (Special Education) i.e. Deputy Principal School Leader Classification (Band 7).

Above employees will be remunerated in accordance with the relevant Deputy Principal classification applicable to the school.

- (b) A HOSES who broad bands to the School Leader stream under these circumstances will be entitled to hold school leadership positions within special education programs or special schools only.
- (c) A Deputy Principal (Special Education) may apply for relocation to school leadership roles in other sectors but their entitlement to access these roles will be determined by the Applicant Review Panel.

2.12 Recognition of Service – Special Leave

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

2.13 Maximisation of Permanency and Conversion

- 2.13.1 In accordance with current state government policy, 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.
- 2.13.2 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. The parties recognise the use of temporary and casual employment as legitimate organisational options.
- 2.13.3 Where a temporary teacher is engaged for three year's continuous service in the same role or cumulative service of three years in the same role, provided that breaks in employment do not exceed a total of three months in the previous years, will be eligible for conversion to tenured status under a process agreed between the parties.
- 2.13.4 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

regional office and then central office, if required. If still unresolved, the issue may be referred to the QIRC or the Public Service Commission as appropriate.

- 2.13.5 During the life of the Agreement the parties agree to explore and implement options regarding the conversion of temporary employees under school-purchase arrangements with a view to maximising permanent employment.

PART 3 - DISPUTE RESOLUTION

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

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

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

Consultation involves more than a mere exchange of information. For consultation to be effective, the teacher must be contributing to the decision-making process, not only in appearance, but in fact.

3.1 School-based Consultation

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

- 3.1.10 Matters requiring consultation with LCC shall include: flexible student free days; school staffing proposals; bus and playground duty staffing needs; meal break variations; extensions to the spread of school hours and areas as required by Joint Statements between the Department and the QTU.
- 3.1.11 Without limiting the provisions of the *Education (General Provisions) Regulation 2006* (Qld), the purpose, frequency and duration of staff meetings will be subject to consultation with the LCC.
- 3.1.12 All representatives shall have access to training on the principles and processes pertaining to the operation of LCC. The parties commit to provide joint training for LCC members on the functions of a LCC, and their roles and responsibilities. Such training shall be agreed between the parties.

3.2 School-based Consultation – Staffing Flexibility

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

3.3 Consultation Processes for Small Schools

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

3.4 The Education Consultative Committee

- 3.4.1 The ECC is the peak Employer/Union body for workplace reform and other significant employee relations issues. The committee has a coordinating role with regard to departmental consultation.
- 3.4.2 Membership of the ECC will comprise equal representation of management and Union nominees.

- 3.4.3 The composition of the ECC will comprise employer representatives of the Department and representatives from the QTU, the Together Queensland, Industrial Union of Employees, and the United Voice, Industrial Union of Employees, Queensland Branch.
- 3.4.4 The ECC will meet in accordance with the terms of references outlined in the *State Government Departments Certified Agreement 2015*.
- 3.5 Dispute Resolution Procedures**
- 3.5.1 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.
- 3.5.2 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.
- 3.5.3 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.
- 3.5.4 In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedures shall apply:
- 3.5.5 Stage 1 – Resolution at the school level
- (a) In the first instance, the employee will inform the Principal or the officer in charge of the school or centre of the existence of the dispute and they will attempt to resolve the dispute. It is recognised that an employee may wish to exercise their right to consult with the relevant Union during the course of Stage 1.
 - (b) Discussions should take place between the employee and the employee’s supervisor within 24 hours. This procedure should not exceed five working days (i.e. this time commences after the employee has informed the Principal or the officer in charge of the school or centre of the existence of the dispute or grievance).
- 3.5.6 Stage 2 – Resolution at regional office
- (a) If the dispute remains unresolved, the employee shall refer the dispute to the relevant Union representative or industrial officer, if any, and to the Regional Director or nominee, who will arrange a conference of the parties with a view to resolving the matter. The employee may exercise the right to consult or be represented by their Union representative during the course of Stage 2.
 - (b) This process must not extend beyond seven working days from the date that the matter is referred to the regional office.
- 3.5.7 Stage 3 – Resolution at central office
- (a) If the dispute or grievance remains unresolved it will be referred to the Joint Department/QTU Resolution Committee (Resolution Committee). In such cases, the employee or their Union representative, may refer the matter to the Resolution Committee or the Principal or officer in charge may refer the matter to the Resolution Committee.
 - (b) The Resolution Committee consists of Workforce Relations and QTU representatives, and other members whose roles are integral to assist in the resolution of the dispute. The Resolution Committee, by consensus, will take all reasonable actions necessary to resolve relevant matters referred.

- (c) Referral should be made to the Director, Workforce Relations for distribution to the relevant committee members as required by these procedures.
- (d) The referral to the Resolution Committee will be made in writing and contain brief information outlining the:
 - (i) matter giving rise to the dispute;
 - (ii) outcome of school level discussions; and
 - (iii) resolution desired by the employee.
- (e) There will be a formal meeting of the Resolution Committee. The Resolution Committee may seek further information from the aggrieved employee and/or the Principal or officer in charge concerning aspects of the dispute. This may include a consideration of consultation processes as per clause 3.1.10 within the school.
- (f) Where the Resolution Committee reaches a decision, the decision will be communicated to all parties to the grievance or dispute.
- (g) Should either party not accept the decision, the matter may be referred to the QIRC.
- (h) This process should not exceed seven working days.

PART 4 – SALARIES AND ALLOWANCES

4.1 Increases to Salaries and Allowances

4.1.1 The following changes will apply to the Stream 1: Classroom Teacher structure effective from 1 July 2016. The new Stream 1: Classroom Teacher structure effective from 1 July 2016 is set out in Schedule 1.

- (a) Reduction of Band 1 by two steps; and
- (b) Reduction of Band 2 by one step.

4.1.2 The transitional arrangements are as set out in Schedule 2.

4.1.3 This Agreement provides for the payment of increases to salaries and allowances as set out in Schedule 1. The following salary increases are incorporated in the salaries set out in Schedule 1:

- (a) 2.5% on 1 July 2016;
- (b) 2.5% on 1 July 2017; and
- (c) 2.5% on 1 July 2018.

4.2 Specified Sites Allowance

4.2.1 The Department shall pay a fortnightly allowance as set out in Schedule 1 of this Agreement, to employees covered by this Agreement in the following circumstances:

- (a) teachers in specified Special Education Facilities as set out in Schedule 3 of this Agreement; and
- (b) teachers in specified schools serving indigenous communities as set out in Schedule 4 of this Agreement.

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

4.3 Award Maintenance

4.3.1 It is agreed that during the operation of this Agreement the parties will consent to applications before the Queensland Industrial Relations Commission to amend the Award to include the salary rates of the *Department of Education, Training and Employment State School Teachers' Certified Agreement 2012*.

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

PART 5 – CLASSIFICATION STRUCTURE

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

5.1 Stream 1 – Classroom Teachers

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

5.1.2 Experienced Senior Teacher Classification

- (a) The Experienced Senior Teacher classification will be available to any four-year trained teacher or any three-year trained teacher as follows:

Date	Years of service at Senior Teacher for a 4 year trained teacher	Years of service at Senior Teacher for a 3 year trained teacher
1 July 2016 (current arrangements)	4 years	7 years
1 July 2017 (reduction of service period by 1 year)	3 years	6 years
1 July 2018 (further of reduction service period by 1 year)	2 years	5 years

- (b) The Experienced Senior Teacher classification will be accessed through a merit selection process.

5.1.3 Review of process for Senior Teacher and Experienced Senior Teacher

- (a) The parties commit to reviewing the process to become a Senior Teacher and the application process for Experienced Senior Teacher to align with the Australian Professional Standards for Teachers during the life of this Agreement.
- (b) As part of this review the parties commit to continue the annual external panel application process for Experienced Senior Teacher to ensure the continuation of a merit-based selection and application process pending the establishment of the Highly Accomplished Teacher and Lead Teacher classifications.

5.2 Stream 2 – Heads of Programs

5.2.1 Stream 2 prescribes classification, remuneration and increment progression arrangements for employees holding the positions of HOC, HOD, HOSES, Guidance Officer, Senior Guidance Officer or as otherwise determined by agreement between the parties.

5.2.2 Literacy and/or Numeracy Coaches

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

5.3 Stream 3 – School Leaders

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

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

5.4 Review of Stream 2: Heads of Program and Stream 3: School Leaders Classification Structure

- 5.4.1 The parties commit to conducting a review of the classification structure of promotional positions (taking into account school complexity and the impact of needs-based funding/staffing) to be completed no later than 31 December 2018. Outcomes of this review will inform the basis of negotiations for a future certified agreement.
- 5.4.2 Amongst other factors, the review will take account of the impact of the establishment of Highly Accomplished and Lead Teacher classifications and their work value assessment.

5.5 Annual Progression

- 5.5.1 Subject to the provisions of the Award, progression from one salary step to the next salary step by annual increment will be subject to satisfactory performance.
- 5.5.2 Employees who are subject to a Managing Unsatisfactory Performance (Stage 2 or beyond) process at the time of their annual increment will not be entitled to progress to the higher increment.
- 5.5.3 Should an employee who was previously subject to a Stage 2 or beyond Managing Unsatisfactory Performance process be subsequently found to be performing satisfactorily, they will be entitled to progress by annual increment from the date on which they are deemed to be performing satisfactorily and each anniversary of the date on which they are deemed to be performing satisfactorily thereafter (subject to continued satisfactory performance).

5.6 Internships

- 5.6.1 'Intern' means a pre-service teacher engaged in a formal program agreed between the Department, the QTU and the university, other than their minimum period of practicum.
- 5.6.2 The parties recognise that the Department continuously pursues initiatives to attract high quality applicants into the teaching profession and address areas of workforce shortage.
- 5.6.3 Where the Department provides employment opportunities for pre-service teachers enrolled in undergraduate studies to undertake school-based internships, interns will be appointed to a salary within Band 1.
- 5.6.4 Alternative internship programs may include pre-service teachers who hold a recognised undergraduate qualification and who have completed the equivalent of one full-time semester in post-graduate studies in education. Such interns will be appointed to a salary step within Band 1 and will remain in Band 1 until the intern has completed their teaching qualification. Service at Band 1 will be recognised for the purpose of calculating service for classification purposes upon completion of the teaching qualification.

5.7 Highly Accomplished and Lead Teachers

- 5.7.1 The parties commit to the recognition of Highly Accomplished and Lead Teachers as part of the Stream 1: Classroom Teacher classification structure.
- 5.7.2 The new classifications will be aligned to the Australian Professional Standards for Highly Accomplished Teacher and Lead Teacher and will be subject to an agreed application and certification process.
- 5.7.3 The parties agree to a pilot of the certification processes to commence in 2017.
- 5.7.4 Following the pilot, the parties will develop a Memorandum of Agreement detailing the application, certification and re-certification processes for the classifications by 31 December 2017.
- 5.7.5 The parties acknowledge that following the pilot, the Department will request the assistance of the QIRC to conduct a thorough work-value assessment to determine the appropriate remuneration levels for these new classifications by 30 June 2018.
- 5.7.6 The remuneration level and date of effect for certified teachers who have participated in the pilot will be informed by the decision of the QIRC.

PART 6 – ARRANGEMENTS FOR ENGAGEMENT OF EXECUTIVE PRINCIPALS

- 6.1 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.

- 6.2 The chief executive may engage an Executive Principal in a school of fewer than 1600 enrolments for a special purpose as determined by the Chief Executive.
- 6.3 For those Executive Principals whose additional employment conditions are provided in such an instrument as at the date of certification, the salary increases contained in clause 4.1 of this Agreement will apply for the life of that instrument.
- 6.4 Should an Executive Principal be engaged or re-engaged during the life of the Agreement, the salary increases applicable will be those provided for in the instrument of appointment.
- 6.5 The Department commits to ensure that Executive Principals will be afforded reversionary rights as follows:
- (a) Executive Principals based on enrolment – to their tenured position;
 - (b) Executive Principals for special purpose – to their substantive classification.

These rights will be negotiated and reflected in any future instrument of appointment.

PART 7 – HEAD OF CURRICULUM

- 7.1 The Department commits to centrally fund permanent HOC positions in primary schools with enrolments of 225 to 324.
- 7.2 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 2.6.
- 7.3 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.
- 7.4 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.
- 7.5 The parties agree that schools will have the ability to cluster and share such a position across sites provided the position is school-based.
- 7.6 HOC positions are embargoed from staffing proposals that reduce the classification or increase the teaching load of these positions for the life of the Agreement.

PART 8 – TEMPORARY TEACHERS

8.1 Minimum Engagement of Temporary Teachers

- 8.1.1 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.
- 8.1.2 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.

8.2 Temporary Teacher Professional Development

- 8.2.1 The parties acknowledge their shared interest in, and commitment to, advancing temporary teacher professional development matters.
- 8.2.2 Temporary teachers are required to attend student free days that fall within the period of their temporary engagement.
- 8.2.3 Temporary teachers are required to attend professional development opportunities outside of school hours where those professional development opportunities are provided in lieu of student free days that fall within their temporary engagement period.
- 8.2.4 Temporary teachers are acknowledged members of the school community and those temporary teachers employed for one term or longer at a school may participate in the Annual Performance Review (APR)

Process, collegial engagement in classrooms and undertake professional development in accordance with 12.1.2.

- 8.2.5 Where temporary teachers are required by the Department, including a school, to attend additional student free days, they shall be paid for their attendance.
- 8.2.6 Temporary teachers engaged from the commencement of the school year for a minimum of one semester will be required to attend the two mandatory student free days that fall in the period prior to the commencement of student instruction. Schools will be required to fund attendance of such temporary teachers for one of the two mandatory student free days prior to the commencement of student instruction.
- 8.2.7 The Department will provide casual and temporary employees' access to professional development opportunities as follows:
- (a) 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.
 - (b) 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.

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

- 8.3.1 Temporary teachers who are engaged from the commencement of a school year (including student-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.
- 8.3.2 Temporary teachers who are engaged as secondary school teachers who work a full school year and cease employment two weeks or less prior to the end of that school year will be entitled to paid leave for the duration of the summer vacation period if re-engaged in a temporary contract by at least the beginning of the third week of Term One of the next school year.
- 8.3.3 The Department undertakes to work pro-actively with those teachers who may be eligible to receive the full vacation pay if they are employed in Term One of the next year to identify potential positions and appoint them to those positions prior to the end of the school year in an endeavour to enable payments to continue over the summer vacation period.
- 8.3.4 Temporary teachers who are engaged no later than the beginning of the third week of a school year for the remainder of the school year and then are re-employed in a permanent or temporary capacity from the commencement of the following school year (including student-free days) will be entitled to pro rata paid leave calculated in accordance with sub clause 8.3.6 below.
- 8.3.5 Temporary teachers who have breaks in service during the course of the school year will receive pro-rata paid leave for the summer vacation period provided that there is not more than nine school days (excluding student-free days) during the school year when they did not work, and who are re-employed by at least the beginning of the third week of the following school year, will be entitled to pro rata paid leave calculated in accordance with sub clause 8.3.6 below.
- 8.3.6 Eligible temporary teachers' pro rata entitlement to paid leave during the summer vacation period in accordance with sub clauses 8.3.4 and 8.3.5 above will be calculated as follows:
- (Number of school days engaged in school year ÷ Number of school days in school year) x Duration of summer vacation period
- 8.3.7 Except where otherwise entitled to any period of paid leave during the summer vacation period, temporary teachers who work a minimum of 100 days in any one school year and work on a temporary contract for a minimum of ten 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 8.3.8 below provided that a teacher

who works for all or part of Semester 1 and is not re-employed in that school year will not be entitled to a pro-rata payment.

- 8.3.8 Eligible temporary teachers' pro rata entitlement to paid leave during the summer vacation period in accordance with sub clause 8.3.7 above will be calculated as follows:

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

- 8.3.9 Entitlement to pro-rata paid leave during the summer vacation period will not affect the entitlement of temporary teachers to paid leave during mid-year school vacation periods in accordance with the Award.

- 8.3.10 In calculating the entitlement to paid leave during summer vacation periods for temporary teachers, the total period of employment shall include periods of casual supply teaching. However, because casual payments include a loading in lieu of leave benefits, supply teaching service will be counted only to determine eligibility and does not itself attract a pro-rata vacation entitlement

PART 9 – SCHOOL-BASED MANAGEMENT

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

9.1 Employment of Teachers

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

9.2 Specialist Services

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

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

- (a) instrumental music;
- (b) guidance;
- (c) advisory visiting teachers;
- (d) teacher-librarians;
- (e) languages other than English (LOTE);
- (f) music;
- (g) learning support; and
- (h) health and physical education.

9.3 Transfer and Relocation

- 9.3.1 The parties agree that a strong state wide service, including service in a range of locations – rural/regional/remote/high priority, underpins the transfer and relocations system. Effective staffing across the state requires that teachers are able to apply to a location of preference subject to meeting minimum service requirements.

- 9.3.2 It is a condition of permanent employment that an employee could be required to work at any school location within the state and as part of this, participate in the transfer and relocation cycle.

- 9.3.3 The parties agree to work collaboratively towards more effective and efficient transfer and relocation processes which include all state schools including Independent Public Schools.

- 9.3.4 The transfer and relocation cycle will continue to occur prior to the new appointments' cycle. The Department is committed to the placement of teachers who become eligible for transfer through the transfer

system or who have been identified for transfer on compassionate grounds.

9.3.5 Transfer shall be subject to the existence of a suitable vacancy in the area.

9.3.6 Any review of, or variations to, the procedures and guidelines applicable to transfer and relocation must be subject to the consultation of the parties. Consultation involves more than a mere exchange of information. For consultation to be effective, the parties must be contributing to the decision making process, not only in appearance, but in fact.

9.4 Monitoring Procedures

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

- (a) 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;
- (b) the allocative methodology used as the basis for staffing schools, including allocation of specialist teachers and services; and
- (c) class size data.

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

9.5 School Leadership and Management

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

PART 10 – REMOTE AREA INCENTIVE SCHEME

10.1 The benefits to teachers in schools located in rural and remote areas of Queensland are contained in the procedure “*Remote Area Incentive Scheme*”.

10.2 The parties acknowledge that the Department is reviewing the Remote Area Incentive Scheme with the purpose of proposing a range of strategies to attract and retain quality teachers in rural and remote Queensland.

10.3 The parties commit to trial a range of initiatives arising from the review of RAIS in identified centres as agreed between the parties from the commencement of the 2017 school year. These initiatives will be reviewed by the RAIS advisory committee no later than July 2018 and extended to other RAIS centres in accordance with aggregate expenditure and as agreed between the parties.

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

10.5 The aggregate expenditure associated with the RAIS incentives and compensation benefits (including Human Resource, monetary and leave incentives and those applying to alcohol management plan communities) will be provided at a level no less favourable than provided at the time of certification.

10.6 Any proposed ongoing changes to current initiatives arising from the trial and review will be the subject of agreement of the parties.

PART 11 – SALARY PACKAGING

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

11.2 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.
- 11.3 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.
- 11.4 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 12 – TEACHER PROFESSIONALISM

- 12.1 The parties acknowledge their shared interest in, and commitment to, advancing teacher professional matters.
- 12.2 This shared interest and commitment may continue to be demonstrated through a range of mechanisms including:
- (a) induction and introduction to teaching programs;
 - (b) professional development and training opportunities;
 - (c) professional standards for teachers;
 - (d) Annual Performance Review;
 - (e) performance management processes; and
 - (f) Joint Statements.
- 12.3 The parties commit to consult prior to any implementation of initiatives arising from the Australian Institute for Teaching and School Leadership agenda including those matters linked to improving teacher quality.

12.4 Mentoring for Beginning Teachers

The parties acknowledge the importance of providing beginning teachers with access to an experienced practitioner who can provide feedback and support, share ideas and encourage reflection, development and growth.

Consequently the parties commit to providing beginning teachers (permanent and temporary teachers engaged for a term or more) in their first 12 months of teaching with access to structured mentoring support.

PART 13 – ADULT SUPERVISION OF PRE-SET LEARNING

13.1 Adult Supervision

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.

13.2 Remote and regional communities

- 13.2.1 This sub-clause shall have application to one and two teacher schools that are outlined in Schedule 4 of this Agreement, or other schools as may from time to time be agreed.

- 13.2.2 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.
- 13.2.3 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 *Working with Children (Risk Management and Screening) Act 2000* (Qld). The decision with regard to the appointment of the responsible adult shall be made at the district level.
- 13.2.4 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.

13.3 Virtual School Service

- 13.3.1 This sub-clause shall have application to all Virtual School Services operated by the Department.
- 13.3.2 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.
- 13.3.3 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 *Working with Children (Risk Management and Screening) Act 2000* (Qld).

PART 14 – MEMORANDUM OF AGREEMENT

- 14.1 Subject to and in accordance with the No Further Claims clause of this Agreement, the parties may from time to time enter into Memoranda of Agreement in relation to matters such as:
- (a) circumstances that apply to a specific workplace or group of workplaces; and
 - (b) circumstances that apply to a specific group of employees.
- 14.2 Matters to be included in a Memorandum of Agreement will include the Independent Public Schools program.
- 14.3 The parties commit to a basic template of a Memoranda of Agreement into which new and any ongoing existing Memoranda of Agreement will be drafted and to abide by the terms of these Memoranda of Agreement for the operative life of this Agreement.
- 14.4 The parties will review and/or re-negotiate all existing Memoranda of Agreement during the life of the Agreement.
- 14.5 In accordance with the Dispute Resolution clause of this Agreement, either party may seek the assistance of the QIRC in relation to a dispute arising from the application of a Memoranda of Agreement. However, the parties may not seek the assistance of the QIRC in relation to the creation of a Memoranda of Agreement.
- 14.6 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.

SIGNATORIES

Signed for and on behalf of the Department of Education and Training:

In the presence of:

Dr Jim Watterston (Director-General) 21/9/16

Mr Jeff Hunt (Director-General) 21/9/16

Signed for and on behalf of the Queensland Teachers' Union of Employees:

Mr Graham Moloney (General Secretary) 22/9/16

In the presence of:

Ms Thalia Edmonds (Industrial Advocate) 22/9/16

Signed for and on behalf of Together Queensland, Industrial Union of Employees:

Mr Alex Scott (Branch Secretary) 22/9/16

In the presence of:

Ms Katherine Flanders (Assistant Branch Secretary) 22/9/16

This Agreement is certified under the *Industrial Relations Act 1999*, Chapter 6.

SCHEDULE 1 – SALARY SCHEDULE

Teaching Stream - (Stream 1)							
Classification Level	Pay Point	Salary	Salary	Salary	Salary	Salary	Salary
		01/07/2016	01/07/2016	01/07/2017	01/07/2017	01/07/2018	01/07/2018
		\$ p.f.	\$ p.a.	\$ p.f.	\$ p.a.	\$ p.f.	\$ p.a.
Band 1	Step 1	2254.80	58826	2311.20	60298	2369.00	61806
	Step 2	2332.30	60848	2390.60	62369	2450.40	63929
Band 2	Step 1	2530.60	66022	2593.90	67673	2686.20	70081
	Step 2	2663.00	69476	2729.60	71213	2817.50	73507
	Step 3	2795.70	72938	2865.60	74761	2951.30	76997
	Step 4	2929.10	76418	3002.30	78328	3090.10	80619
Band 3	Step 1	3040.20	79317	3116.20	81299	3217.60	83945
	Step 2	3151.80	82228	3230.60	84284	3349.70	87391
	Step 3	3262.70	85122	3344.30	87250	3483.30	90877
	Step 4	3380.00	88182	3464.50	90386	3565.90	93032
Senior Teacher (4yr trained)		3535.00	92226	3623.40	94532	3729.40	97297
Experienced Senior Teacher		3641.20	94996	3754.50	97952	3871.30	101000

Heads of Program - (Stream 2)							
Classification Level	Pay Point	Salary	Salary	Salary	Salary	Salary	Salary
		01/07/2016	01/07/2016	01/07/2017	01/07/2017	01/07/2018	01/07/2018
		\$ p.f.	\$ p.a.	\$ p.f.	\$ p.a.	\$ p.f.	\$ p.a.
HOC	Paypoint 11	3882.90	101302	3980.00	103835	4079.50	106431
(Prev Band 5)	Paypoint 12	3983.70	103932	4083.30	106530	4185.40	109194
	Paypoint 13	4069.30	106165	4171.00	108818	4275.30	111540
HOD, GO, HOSES 2	Paypoint 21	4069.30	106165	4171.00	108818	4275.30	111540
(Prev Band 5)	Paypoint 22	4174.70	108915	4279.10	111639	4386.10	114430
	Paypoint 23	4274.60	111521	4381.50	114310	4491.00	117167
SGO, HOSES 3	Paypoint 31	4264.80	111266	4371.40	114047	4480.70	116898
(Prev Band 6)	Paypoint 32	4374.70	114133	4484.10	116987	4596.20	119912
	Paypoint 33	4490.10	117144	4602.40	120073	4717.50	123076
HOSES 4	Paypoint 41	4486.40	117047	4598.60	119974	4713.60	122975
(Prev Band 7)	Paypoint 42	4595.60	119896	4710.50	122894	4828.30	125967
	Paypoint 43	4710.90	122904	4828.70	125977	4949.40	129126

School Leaders - (Stream 3)							
Classification Level	Pay Point	Salary	Salary	Salary	Salary	Salary	Salary
		01/07/2016	01/07/2016	01/07/2017	01/07/2017	01/07/2018	01/07/2018
		\$ p.f.	\$ p.a.	\$ p.f.	\$ p.a.	\$ p.f.	\$ p.a.
SL1	Paypoint 11	4110.00	107227	4212.80	109909	4318.10	112656
(Prev Band 5)	Paypoint 12	4216.40	110003	4321.80	112753	4429.80	115570
	Paypoint 13	4317.40	112638	4425.30	115453	4535.90	118338
DSL1 / SL2	Paypoint 21	4307.60	112382	4415.30	115192	4525.70	118072
(Prev Band 6)	Paypoint 22	4418.40	115273	4528.90	118156	4642.10	121109
	Paypoint 23	4535.00	118315	4648.40	121274	4764.60	124305
DSL2	Paypoint 30	4420.10	115317	4530.60	118200	4643.90	121156
(Prev Band 6)	Paypoint 31	4531.20	118216	4644.50	121172	4760.60	124201
	Paypoint 32	4641.70	121099	4757.70	124125	4876.60	127227
DSL3 / SL3	Paypoint 31	4531.20	118216	4644.50	121172	4760.60	124201
(Prev Band 7)	Paypoint 32	4641.70	121099	4757.70	124125	4876.60	127227
	Paypoint 33	4757.80	124128	4876.70	127230	4998.60	130410
SL4	Paypoint 41	4768.40	124404	4887.60	127514	5009.80	130702
(Prev Band 8)	Paypoint 42	4888.40	127535	5010.60	130723	5135.90	133992
	Paypoint 43	5009.40	130692	5134.60	133958	5263.00	137308
SL5	Paypoint 51	5041.30	131524	5167.30	134811	5296.50	138182
(Prev Band 9)	Paypoint 52	5167.70	134822	5296.90	138192	5429.30	141647
	Paypoint 53	5292.40	138075	5424.70	141527	5560.30	145064
SL6	Paypoint 61	5337.30	139246	5470.70	142727	5607.50	146296
(Prev Band 10)	Paypoint 62	5468.40	142667	5605.10	146233	5745.20	149888
	Paypoint 63	5602.30	146160	5742.40	149815	5886.00	153562
SL7	Paypoint 71	5650.10	147407	5791.40	151094	5936.20	154871
(Prev Band 11)	Paypoint 72	5795.70	151206	5940.60	154986	6089.10	158860
	Paypoint 73	5934.90	154837	6083.30	158709	6235.40	162677

Community Teachers and Assistant Teachers							
Classification Level	Pay Point	Salary	Salary	Salary	Salary	Salary	Salary
		01/07/2016	01/07/2016	01/07/2017	01/07/2017	01/07/2018	01/07/2018
		\$ p.f.	\$ p.a.	\$ p.f.	\$ p.a.	\$ p.f.	\$ p.a.
Assistant Teacher	Step 1	1797.00	46882	1841.90	48054	1887.90	49254
	Step 2	1844.20	48114	1890.30	49317	1937.60	50551
	Step 3	1890.90	49332	1938.20	50566	1986.70	51832
	Step 4	1937.40	50545	1985.80	51808	2035.40	53102
Community Teachers	Step 1	1872.90	48863	1919.70	50084	1967.70	51336
	Step 2	1974.00	51500	2023.40	52789	2074.00	54109
	Step 3	2076.30	54169	2128.20	55523	2181.40	56911
	Step 4	2182.30	56935	2236.90	58359	2292.80	59818
	Step 5	2288.80	59713	2346.00	61205	2404.70	62737
	Step 6	2369.50	61819	2428.70	63363	2489.40	64947
	Step 7	2451.20	63950	2512.50	65549	2575.30	67188

Supply Teachers						
	Salary	Salary	Salary	Salary	Salary	Salary
	01/07/2016	01/07/2016	01/07/2017	01/07/2017	01/07/2018	01/07/2018
	\$ p.h.	\$ p.d.	\$ p.h.	\$ p.d.	\$ p.h.	\$ p.d.
		74.7889	373.94	76.6585	383.29	79.1530

Allowances						
Allowance Title	Salary		Salary		Salary	
	01/07/2016		01/07/2017		01/07/2018	
	\$ p.f.		\$ p.f.		\$ p.f.	
3 Year trained senior teacher allowance	155.00		158.90		163.50	
Secondment Allowance	155.00		158.90		163.50	
EOSD allowance for classroom teachers	342.90		351.50		360.30	
Specified Sites Allowance	33.80		34.60		35.50	
Spec Sites Casual Rate incl 23% Ldg	0.8315		0.8512		0.8733	

SCHEDULE 2 – TRANSITION TO NEW STREAM 1 CLASSROOM TEACHER CLASSIFICATION STRUCTURE

A.1. Application

A.1.1 The provisions of this Schedule apply to employees who, immediately prior to 1 July 2016, were:

- (a) covered by the *Department of Education, Training and Employment State School Teachers' Certified Agreement 2012* (Agreement); and
- (b) paid at Band 1 (Stream 1, Classroom Teachers) of the Agreement; or
- (c) paid at Band 2 (Stream 1, Classroom Teachers) of the Agreement.

A.2. Transitional Arrangements

A.2.1 Subject to clause A.1 of this schedule, all applicable employees shall transition onto a new pay point and pay rate in accordance with the Table A, effective from 1 July 2016.

A.2.1 Table A.

Pay point at 30 June 2016 <i>(Department of Education, Training and Employment State School Teachers' Certified Agreement 2012)</i>	Pay rate at 30 June 2016 <i>(Department of Education, Training and Employment State School Teachers' Certified Agreement 2012)</i>	Pay point at 1 July 2016 <i>(Department of Education and Training State School Teachers' Certified Agreement 2016)</i>	Pay rate at 1 July 2016 (inclusive of 2.5% annual salary increase) <i>(Department of Education and Training State School Teachers' Certified Agreement 2016)</i>
* Band 1 Step 1	\$53,992		
* Band 1 Step 2	\$55,528		
* Band 1 Step 3	\$57,391	Band 1 Step 1	\$58,826
+ Band 1 Step 4	\$59,364	Band 1 Step 2	\$60,848

* Employees paid at Band 1 Step 1, Band 1 Step 2 or Band 1 Step 3 immediately prior to 30 June 2016, will transition to the new Band 1 Step 1 effective from 1 July 2016.

+ Employees paid at Band 1 Step 4 immediately prior to 30 June 2016, will transition to the new Band 1 Step 2 effective from 1 July 2016.

Pay point at 30 June 2016 <i>(Department of Education, Training and Employment State School Teachers' Certified Agreement 2012)</i>	Pay rate at 30 June 2016 <i>(Department of Education, Training and Employment State School Teachers' Certified Agreement 2012)</i>	Pay point at 1 July 2016 <i>(Department of Education and Training State School Teachers' Certified Agreement 2016)</i>	Pay rate at 1 July 2016 (inclusive of 2.5% annual salary increase) <i>(Department of Education and Training State School Teachers' Certified Agreement 2016)</i>
~ Band 2 Step 1	\$62,917		
~ Band 2 Step 2	\$64,412	Band 2 Step 1	\$66,022
Band 2 Step 3	\$67,780	Band 2 Step 2	\$69,476
Band 2 Step 4	\$71,159	Band 2 Step 3	\$72,938
Band 2 Step 5	\$74,555	Band 2 Step 4	\$76,418

~ Employees paid at Band 2 Step 1 or Band 2 Step 2 immediately prior to 30 June 2016, will transition to the new Band 2 Step 1 effective from 1 July 2016.

Employees paid at the remaining steps on Band 2 immediately prior to 30 June 2016 will transition in accordance with the new structure per above.

A.3. Annual Increments

A.3.1. Classroom teachers on Band 1 Step 1, Band 1 Step 2 or Band 2 Step 1 immediately prior to 1 July 2016 will have an amended increment date of 1 July in accordance with their transition to the new classification structure.

SCHEDULE 3 - SPECIAL EDUCATION FACILITIES

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

- (a) Special Schools;
- (b) Special Education Units;
- (c) Special Education Developmental Units;
- (d) Special Education Classes;
- (e) Special Education Developmental Centres; and
- (f) Other Special Education Facilities as may from time to time be approved by the employer.

SCHEDULE 4 – SPECIFIED SCHOOLS SERVING INDIGENOUS COMMUNITIES

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

- (a) Birdsville State School;
- (b) Bloomfield River State School;
- (c) Burketown State School;
- (d) Bwgcolman Community School;
- (e) Camooweal State School;
- (f) Cape York Aboriginal Australian Academy and campuses;
- (g) Cherbourg State School;
- (h) Croydon State School;
- (i) Dajarra State School;
- (j) Doomadgee State School;
- (k) Kowanyama State School;
- (l) Laura State School;
- (m) Lockhart River State School;
- (n) Mornington Island State School;
- (o) Normanton State School;
- (p) Northern Peninsula Area College and campuses;
- (q) Pormpuraaw State School;
- (r) Tagai State College and campuses;
- (s) Urandangi State School;
- (t) Western Cape College Woorabinda State School;
- (u) Yarrabah State School; and
- (v) Other schools as may from time to time be approved by the employer.