

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016 – s. 193 – certification of an agreement

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

(Matter No. CB/2019/101)

**DEPARTMENT OF EDUCATION STATE SCHOOL TEACHERS' CERTIFIED
AGREEMENT 2019**

Certificate of Approval

On 19 November 2019 the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

Name of Agreement: *Department of Education State School Teachers' Certified Agreement 2019*

Parties to the Agreement:

- State of Queensland (Department of Education)
- Queensland Teachers Union of Employees
- Together Queensland, Industrial Union of Employees

Operative Date: 19 November 2019

Nominal Expiry Date: 30 June 2022

Previous Agreements: *Department of Education and Training State School Teachers' Certified Agreement 2016 (CA/2016/34)*

Termination Date of Previous Agreement: 19 November 2019 (CB/2019/100)

By the Commission

O'CONNOR VP

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1.1 Title

This Agreement shall be known as the *Department of Education State School Teachers’ Certified Agreement 2019*.

1.2 Arrangement

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PART 1 – PRELIMINARY

1.3 Application

- 1.3.1 The *Department of Education State School Teachers' Certified Agreement 2019* (Agreement) shall apply to:
- (a) the Director-General, Department of Education as Chief Executive Officer of the Department of Education (the Department);
 - (b) employees engaged under the *Teaching in State Education Award – State 2016* (Award), including those located at the Queensland College of Teachers and the Office of the Queensland Studies Authority;
 - (c) Queensland Teachers' Union of Employees (QTU); and
 - (d) Together Queensland, Industrial Union of Employees.

1.4 Date and Period of Operation

- 1.4.1 This Agreement, certified on 19 November 2019, shall operate from 1 July 2019 and shall have a nominal expiry date of 30 June 2022.

1.5 Posting of Agreement

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

1.6 Relationship to Awards and Industrial Agreements

- 1.6.1 This Agreement will supersede and replace the *Department of Education and Training State School Teachers' Certified Agreement 2016* 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 in support of a workforce that is diverse in background, experiences and skills; and
 - (d) develop highly skilled teachers who are committed to client service, continual improvement, employee accountability, ongoing learning and collaborative team work.
- 1.7.2 To provide certainty for teachers and the Department in relation to remuneration outcomes for the life of this 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 this Agreement.
- 1.7.5 To enunciate agreed dispute resolution processes.

1.8 Commencement of Negotiations for Replacement Agreement

1.8.1 The parties agree to commence negotiations as early as six months prior but no later than three months prior to the expiry of this Agreement (i.e. negotiations are to commence as early as 1 January 2022 and no later than 1 April 2022) 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 this Agreement.

1.9.3 It is agreed that the following changes may be made to employees' rights and entitlements during the life of this 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).

1.10 Certified Agreement Implementation Committee

1.10.1 The Certified Agreement Implementation Committee (CAIC) is established for the life of this Agreement for the Department and QTU to oversee the implementation of matters contained within this Agreement.

1.10.2 The CAIC will operate to ensure that parties discuss, in a timely and cooperative manner, the introduction, implementation and review/evaluation of initiatives in this Agreement.

1.10.3 Membership of the CAIC shall be agreed between the parties and comprise a membership of no more than six persons in total of appropriate seniority to oversee the implementation of this Agreement. The CAIC will meet quarterly by Agreement.

1.10.4 The CAIC is not to replace other existing committees detailed in this agreement nor form part of the dispute resolution process.

1.11 One-off Payment

1.11.1 A one-off payment of \$1250 (pro rata for part-time and casual employees) will be payable following certification of this Agreement to eligible employees. An eligible employee is defined as:

- (a) a permanent or temporary employee employed in the Stream 1 Classroom Teacher classification structure (including Community and Assistant Teachers and Pedagogy and Literacy/Numeracy Coaches) as at the date of certification of this Agreement (whether or not on paid or unpaid leave); or
- (b) a permanent or temporary employee substantively employed in the Stream 1 Classroom Teacher classification structure who has been acting in a Stream 2 or Stream 3 position for a period of less than 3 months, as at the date of certification of this Agreement; or
- (c) a casual employee who has worked a minimum of 100 days in the preceding 12 months as at the certification date of this Agreement.

1.11.2 The one-off payment of \$1250 will be paid on a proportionate basis as follows:

- (a) For part-time employees, a pro rata amount based upon their full-time equivalent (FTE) employment status as at the date of certification of this Agreement (capped at \$1250).
- (b) For casual employees, a pro rata amount based on the average hours of work in the preceding 12 months prior to certification of this Agreement (capped at \$1250).

1.11.3 Eligible employees who have returned from parental leave on a part-time arrangement since 1 July 2019, will have their payment calculated based upon the greater of their FTE employment status:

- (a) immediately prior to commencing parental leave; or
- (b) as at the certification date of this Agreement.

1.11.4 The one-off payment will be paid in the first available pay period following the certification date of this Agreement by the QIRC and will not form part of future certified agreements.

PART 2 - WORKING AND LEARNING CONDITIONS

2.1 Class Sizes

2.1.1 Schools will be funded for staffing in accordance with 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 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 Additional Non-Contact Time for Primary and/or Special Schools

2.2.1 From the beginning of Semester 1, 2022:

- (a) A classroom teacher will be allocated an additional 30 minutes of non-contact time (NCT) per week. This will take the provision of NCT for a classroom teacher to no less than 150 minutes per week.
- (b) The teacher librarian allocation will contribute to the increased provision of NCT at a level consistent with the NCT contribution by specialist Music, Health and Physical Education and Language teachers.
- (c) The parties acknowledge the provisions of the Award at 15.1(b)(iii)(B) will apply to the provision of additional NCT.

2.3 Use of Non-Contact Time

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

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

2.3.3 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.

2.3.4 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.

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

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

2.4 Beginning Teachers Non-Contact Time

2.4.1 From the beginning of 2021, a permanent or temporary classroom teacher in their first 12 months of teaching (beginning teacher) in a primary and/or special school will be allocated an additional 60 minutes of non-contact time per week over and above their entitlement to non-contact time prescribed in the Award or other parts of this Agreement.

2.4.2 From the beginning of 2021, a permanent or temporary classroom teacher in their first 12 months of teaching (beginning teacher) in a secondary school will be allocated an additional 70 minutes of non-contact time per week over their entitlement to non-contact time as prescribed in the Award or other parts of this Agreement.

2.5 Allocation of Duties – Heads of Department (Curriculum) in Primary and Special schools

2.5.1 The following minimum administrative time arrangements apply for Heads of Department (Curriculum) (HODC) 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

* see cl.2.5.5

2.5.2 Schools with model allocated HODC will contribute 0.2/0.3 administration time from their school Curriculum Coordination Time (CCT) allocation.

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

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

2.5.5 The Department commits to centrally fund permanent HODC positions in primary schools with enrolments of 225 to 324. From the beginning of 2021, HODC allocation in primary schools will be based on enrolments within a range of 200 to 324 with the administrative time arrangements as prescribed in clause 2.5.1.

- 2.5.6 The release time for these centrally allocated HODC positions will utilise the school's CCT allocation, with an additional centrally allocated HODC position, provided schools meet costs associated with non-teaching release time.

2.6 Allocation of Duties – Heads of Department (Secondary)

- 2.6.1 The administration time of a Head of Department (Secondary) (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

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

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

2.7 Allocation of Duties – Heads of Special Education Services

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

	Administration Time
ST 2 – HOP (Level 1)	0.2 FTE
ST 2 – HOP (Level 2)	0.4 FTE
ST 3 – DPI	0.5 FTE

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

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

2.8 Curriculum Coordination Time

- 2.8.1 The Curriculum Coordination Time (CCT) allocated to primary schools will be 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

* From the beginning of 2021, CCT allocated to schools with enrolments from 200 to 224 will receive a supplementation of 0.2FTE to support the creation of a school based HODC.

** CCT allocated to schools with enrolments from 225 to 324 includes a supplementation of 0.2FTE to support the creation of a school based HODC 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.

2.8.2 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

2.8.3 The allocation of CCT to special schools will be no less favourable than currently provided.

2.9 Administration Time – Teaching Principals

2.9.1 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

2.9.2 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.

2.9.3 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.

2.10 Extension of Spread of School Hours

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

- 2.10.2 Rostered duty time can exceed more than eight hours following consultation with the LCC for student free days only.
- 2.10.3 From the beginning of 2020, unless otherwise gazetted, there will be no mandated student free day in Term 4, with the parties agreeing that the allocation of this mandated student free day will occur in the third last week of Term 3.
- 2.10.4 The professional development program or other activities associated with this Term 3 student free day can be delivered in an alternative time following consultation with LCC.
- 2.10.5 From the beginning of 2020, within the 25 mandatory professional development hours per year (also referred to as student free days), at least 15 hours may be worked on the three gazetted student free days. The remaining 10 hours will be worked as determined through consultation at the local level.
- 2.10.6 One additional Teacher Relief Scheme (TRS) day per senior secondary teacher full-time equivalent (FTE) will be allocated in Semester 2, 2020 only, for the purpose of supporting senior secondary teachers with the full implementation of the new Senior Assessment and Tertiary Entrance (SATE) arrangements.

2.11 Access to Long Service Leave as Cultural Leave

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

2.12 Primary Carer Leave

- 2.12.1 An employee covered by this Agreement can access any or all of the entitlement to paid maternity leave under *Directive 17/18 - Paid Parental Leave* which is not used by that employee's spouse, whether or not the employee's spouse has an entitlement to paid maternity leave, subject to:
- (a) the employee meeting the eligibility requirement prior to the date of birth;
 - (b) the employee being the primary care giver for the child/children at the time the leave is taken; and
 - (c) the leave being taken prior to the child/children's first birthday.
- 2.12.2 An application for Paid Parental Leave must be supported by documentary evidence to the satisfaction of the Chief Executive. The documentary evidence must state that the employee is the primary care giver parent for the relevant period of the paid leave (e.g. a statutory declaration).
- 2.12.3 Terms used in this clause take their meaning as provided in *Directive 17/18 – Paid Parental Leave*.

2.13 Productivity, Service and Reform Initiatives

- 2.13.1 The parties commit to productivity, service enhancement and long-term reform initiatives as characterised by workforce management initiatives.

2.14 Promotional Positions

- 2.14.1 Broad banding:
- (a) Broad banding of Principal and HOSES positions will involve the grouping of adjacent Stream 2 or Stream 3 levels in order that a person appointed on merit or through relocation to a school of a particular level may progress to the higher level in cases where that school has been re-evaluated to the next level.
 - (b) A Principal or HOSES shall be eligible for only one such progression in accordance with this provision without an appointment to a higher level 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.

2.14.2 Position re-evaluation

- (a) For the purposes of this Agreement, clause 12.3.5 of the Award will apply to all employees remunerated under Heads of Program and School Leaders of this Agreement.

2.14.3 Deputy Principal – Special Education

- (a) As determined by the Evaluation Review Committee (ERC) where a Special Education program warrants a HOSES greater than a HOP Level 2 it will transition to the Deputy Principal classification.
- (b) A HOSES who broad bands to the Deputy Principal classification 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.

2.15 Recognition of Service – Special Leave

- 2.15.1 Approved service as a teacher while on special leave without salary will be recognised for classification purposes only upon provision of required documentation. The parties are to determine the definition of approved service.

2.16 Maximisation of Permanency and Conversion

- 2.16.1 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.
- 2.16.2 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.
- 2.16.3 A temporary teacher engaged for two years' continuous service in the same role or cumulative service of two 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.
- 2.16.4 In recognition of the state-wide nature of teaching in the Queensland state school system, an offer of permanency is not guaranteed to occur for a position at the location where the temporary employee becomes eligible for conversion to permanency.
- 2.16.5 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.

2.17 Workload Management

- 2.17.1 The Department is committed to providing effective work practices that support wellbeing, work-life balance and a safe work environment. As far as practicable, the work of an individual teacher is not to be unreasonable or excessive.
- 2.17.2 Workload allocation is managed by the Principal at the school in accordance with requirements of the Award and this Agreement. The organisation of teacher work is determined using the consultative provisions outlined in clause 3.2.
- 2.17.3 In considering the allocation of work to teachers the following components, in conjunction with the *Principles of Good Workload Management* outlined in Schedule 6, should take into account:
 - (a) face-to-face teaching;

- (b) the work directly related to the teaching and learning program of teachers' class(es) (such as planning, preparation, assessment of student learning, collaboration, professional development and peer observation including feedback and reflection);
- (c) other duties related to the operation and organisation of the school (such as meetings, bus and playground duties, reporting organisational duties, implementation of government education initiatives); and
- (d) other factors including class size, curriculum mix, range of ability and age of students, demands and behaviours of those students, resources available and facilities.

2.18 Workload Advisory Council

- 2.18.1 The parties agree to the establishment of a time-limited teacher Workload Advisory Council (WAC) over the life of this Agreement.
- 2.18.2 The WAC membership will include equal numbers of departmental and QTU representation and will involve other workforce representation as agreed between the parties.
- 2.18.3 The function of the WAC will be to ensure alignment with the *Principles of Good Workload Management* contained in Schedule 6; and
 - (a) collect information about issues contributing to workload pressures;
 - (b) monitor emerging workload issues; and
 - (c) inform workload reduction initiatives.
- 2.18.4 The purpose and function of the WAC does not extend to the resolution of individual workload review requests.
- 2.18.5 In the first six months following certification of this Agreement, the parties agree to invite submissions from employees covered by this Agreement regarding workload issues (including school, regional and system level issues) which will inform the work of the WAC.
- 2.18.6 As a priority consideration for the WAC, from the commencement of the new Agreement the parties agree to monitor and assess the impact of the new SATE system on workload of senior secondary school teachers at the end of the school year with a view to exploring approaches to assist with workload management within secondary schools beyond the life of this Agreement.

2.19 Health, Safety and Wellbeing

- 2.19.1 The Department is committed to supporting and promoting a safe and healthy work environment for all employees. The Department will take all reasonable steps to:
 - (a) foster a culture of respect in the workplace;
 - (b) promote health, safety and wellbeing;
 - (c) ensure employees are treated fairly and concerns are addressed appropriately;
 - (d) promote an environment where occupational violence is not tolerated; and
 - (e) identify and address risks associated with workplace health, safety and wellbeing of staff.
- 2.19.2 Each workplace will take all reasonable steps to identify, prevent, manage and respond to workplace health, safety and wellbeing matters including the consideration of infrastructure capacity to provide a safe and healthy learning environment for curriculum delivery, particularly for practical subjects. Curriculum Activity Risk Assessments play a key role in informing health and safety considerations, including class sizes, for the delivery of these subjects.

2.20 Release time for elected Health and Safety Representatives

- 2.20.1 The Department is committed to effective training of elected Health and Safety Representatives (HSR) as per the requirements of the *Work Health and Safety Act 2011* (QLD) (WHS Act).

2.20.2 The Department commits to up to four days TRS funding to be provided per location (of more than 30 workers) per annum for HSR for the purposes of attending formal training courses and/or to fulfil elements of their role.

2.20.3 The granting of health, safety and wellbeing release time should not impact adversely on service delivery, work requirements and the effectiveness and efficiency of the Department. At the same time, release time shall not be unreasonably refused.

2.21 Release time for Local Consultative Committee members

2.21.1 The parties agree to the provision of reasonable release time for LCC members to conduct consultation related to significant workplace reform initiatives that require broad consultation.

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 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, workload 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 QTU 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 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 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 Process 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 responsible for the development and oversight of a framework to advance workplace reform in the Department and to consider 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 replacement *State Government Entities Certified Agreement 2015* or as amended by agreement with the parties.

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 departmental Employee 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, Employee 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 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 2019;
- (b) 2.5% on 1 July 2020; and
- (c) 2.5% on 1 July 2021.

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 4 of this Agreement; and,
- (b) teachers in specified schools serving indigenous communities as set out in Schedule 5 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.

4.3 Award Matters

4.3.1 Award Maintenance

- (a) It is agreed that during the operation of this Agreement the parties will consent to applications before the QIRC to amend the Award to include the salary rates of the *Department of Education and Training State School Teachers' Certified Agreement 2016*.
- (b) 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 Principal 8 (Award Amendments to Give Effect to a Certified Agreement) of the State Wage Case Statement of Policy.

4.3.2 Award Coverage

- (a) It is agreed that during the operation of this Agreement the parties will consent to applications before the QIRC to amend the Award to remove coverage of Community Education Counsellors and to include coverage of the positions of Senior Guidance Officer and Regional School Sports Officer and the relevant conditions applicable to these roles.
- (b) This consent is provided subject to the acknowledgement that:
 - (i) such applications are not intended to change entitlements that exist at the time of the application; and
 - (ii) the parties are not prevented from separately considering discrepancies between the award provisions and the resolution of these issues through harmonisation where agreement can be reached.

PART 5 - CLASSIFICATION STRUCTURE

5.1 Internships

- 5.1.1 '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.
- 5.1.2 The parties recognise that the Department continuously pursues initiatives to attract high quality applicants into the teaching profession and address areas of workforce shortage.
- 5.1.3 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.
- 5.1.4 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 postgraduate 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.

5.2 Classification Structure

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

5.3 Stream 1 – Classroom Teachers

- 5.3.1 Stream 1 prescribes classification, remuneration and increment progression arrangements for classroom teachers, coaches, highly accomplished teachers and lead teachers.
- 5.3.2 *Senior Teacher Classification*

- 5.3.2.1 From the beginning of 2020 in the year prior to being eligible for progression to Senior Teacher (ST), the teacher will complete an undertaking and personal action plan for senior teacher as part of the Annual Performance Review (APR) process.
- 5.3.2.2 A single form will be used to incorporate the senior teacher undertaking and personal action plan into the APR process for eligible teachers.
- 5.3.3 *Experienced Senior Teacher Classification*
- 5.3.3.1 The Experienced Senior Teacher (EST) classification will be available to any teacher with two or more years' satisfactory service as a Senior Teacher or Senior Instrumental Music Teacher.
- 5.3.3.2 From commencement of this Agreement, the Experienced Senior Teacher classification will also be available to:
- (a) any Senior Instrumental Music Instructor with five or more years of satisfactory service as a Senior Instrumental Music Instructor;
 - (b) newly appointed employees from other education authorities (e.g. interstate or other sectors) who meet all the following criteria:
 - (i) relevant satisfactory service in accordance with 5.3.3.1 and 5.3.3.2(a) with a recognised employing authority;
 - (ii) completion of the process as required in accordance with 5.3.3.;
 - (iii) the application and performance are verified in writing by the school principal or relevant recognised employing authority in the other jurisdiction;
 - (iv) the application and performance information is verified by a principal (or nominee) of the Department to confirm the teacher meets the requirements of the EST level.
- 5.3.3.3 The EST classification will be accessed through a revised process, including a form and local assessment panel agreed between the parties, from the beginning of 2020.
- 5.3.3.4 From the beginning of 2022, the parties agree to implement a two pay point classification within EST (i.e. EST1 and EST2).
- 5.3.3.5 EST2 will be accessed following:
- (a) three years' service on EST1; and
 - (b) APR discussion between the employee and supervisor using the Australian Institute of School Leadership (AITSL) Highly Accomplished Teacher competencies to inform the APR discussion.
- 5.3.3.6 There is no requirement for an EST Performance Development Plan (PDP) to contain a goal to align to the Highly Accomplished Teachers' focus areas and standard descriptors.
- 5.3.4 *Promotional Positions*
- 5.3.4.1 Further to clause 12.3.4 of the Award, the parties agree that employees in promotional positions, subject to satisfying the minimum service requirements as outlined in 5.3.2 and/or 5.3.3 will be afforded reversionary rights to ST/EST.
- 5.4 Highly Accomplished and Lead Teachers**
- 5.4.1 *Overview*
- 5.4.1.1 Highly Accomplished Teachers (HAT) and Lead Teachers (LT) are teachers who have been certified at the HAT or LT career stage of the Australian Professional Standards for Teachers (APST) through the national process, applied by the Certifying Authority in each participating State or Territory, and who are currently nationally recognised.

5.4.1.2 Certification is for five years (the certification period), at which time it must be renewed to continue.

5.4.1.3 There will be no quotas on applicants or successfully certified HAT or LT classifications.

5.4.1.4 The basis for certification as a HAT or LT is recognition of professional standards, not undertaking of additional duties.

5.4.2 *Eligibility*

5.4.2.1 An employee may be eligible to apply for certification as either a HAT or LT should they meet all of the following requirements:

- (a) is an Australian citizen or permanent resident ('permanent resident' means the holder of a permanent visa within the meaning of section 30(1) of the *Migration Act 1958* (Cth));
- (b) holds full teacher registration;
- (c) has a minimum of five years of registered recognised teaching experience as at the next date designated for portfolio submission;
- (d) meets mandatory teaching requirements that have an 'authentic' teaching role' (i.e. hold an ongoing teaching role with students that requires the applicant to plan, prepare, teach, differentiate, assess and report (to students and parents) on student outcomes of an educational program);
- (e) for HAT certification, has completed at least two annual performance reviews in the two years preceding application; or
- (f) for LT certification, has completed at least three annual performance reviews in the three years preceding application; and
- (g) has engaged in a professional discussion with the Principal or, where the Principal has delegated that responsibility to a delegate, with the delegate, on their readiness to apply.

5.4.3 *Support for Eligible Applicants*

5.4.3.1 Upon request to their Principal, eligible applicants will be provided with the opportunity to be relieved from their normal duties for a total of one TRS day in order to support the preparation of their HAT or LT application.

5.4.3.2 This opportunity is to be provided on a once-only basis in the first year in which an applicant submits an Expression of Interest (EOI) in which they have met the eligibility criteria, and before they submit their portfolio.

5.4.3.3 Any additional TRS time that is provided is at the discretion of the Principal.

5.4.3.4 The timing will be subject to mutual agreement between the applicant and their supervisor, taking into consideration the operational needs of the school.

5.4.4 *Stream 2 or 3 Certified Teacher Classification Election*

5.4.4.1 For employees who obtain certification and who are permanently positioned in Stream 2 or Stream 3, upon certification these employees will be required to make a classification election as follows:

- (a) remain in their substantive Stream 2 or Stream 3 position and continue to be remunerated accordingly; or
- (b) move to Stream 1 classroom teacher role and be remunerated in Stream 1 in accordance with the relevant classification at which they are now certified (i.e. either HAT or LT).

5.4.4.2 Employees who are temporarily relieving in Stream 2 or Stream 3 are required upon certification to make a classification election as follows:

- (a) remain in their relieving Stream 2 or Stream 3 position and continue to be remunerated accordingly for the remainder of the relieving period; or

- (b) move to a Stream 1 classroom teacher role and be remunerated in Stream 1 in accordance with the relevant classification at which they are now certified (i.e. either HAT or LT).

5.4.4.3 The classification election decision in this sub-clause must be made to be effective no later than the date of commencement of payment at 5.4.5.2.

5.4.5 *Remuneration*

5.4.5.1 A teacher who is currently certified and recognised as a HAT or LT in accordance with the APST, will be paid the Highly Accomplished Teacher or Lead Teacher rates of pay specified in Schedule 1.

5.4.5.2 The date of commencement of payment for a newly certified teacher will be the first gazetted staff professional development day in the year following certification.

5.4.5.3 A teacher commencing employment with the Department who was certified in another jurisdiction (state or territory) or another sector will be paid the HAT or LT rates of pay for the remainder of their certification period, following confirmation from the Queensland College of Teachers (QCT) as Certifying Authority of the teacher's current national certification status.

5.4.5.4 Payment at the HAT or LT classification level will cease when:

- (a) the certification as a HAT or LT ceases; or
- (b) full teacher registration is withdrawn by the QCT.

5.4.5.5 Where a certified HAT or LT employee is not renewed at the end of the certification period, the teacher will revert to a salary equivalent to that of the EST classification at the date the certification ceases.

5.4.6 *Higher Duties or Promotion*

5.4.6.1 Payment at the HAT or LT classification level will cease when an employee obtains ongoing promotion or permanent transfer to a different classification stream.

5.4.6.2 Certified employees who undertake higher duties while certified will be remunerated in accordance with the position in which they are relieving, in line with departmental policies and procedures.

5.4.7 *Reviews*

5.4.7.1 Reviews related to certification and renewal will be in accordance with the requirements and operational procedures of the Certifying Authority and under the relevant legislation.

5.4.8 *Renewal*

5.4.8.1 Renewal of certification is required every five years. To be eligible, applicants must hold full registration, have been nationally certified as a HAT or LT for the previous five year period, and:

- (a) meet mandatory teaching requirements that have an 'authentic teaching role' (i.e. hold an ongoing teaching role with students that requires the applicant to plan, prepare, teach, differentiate, assess and report (to students and parents) on student outcomes of an educational program); and
- (b) have continued to complete annual performance reviews at the relevant HAT or LT career stage in the previous five years.

5.5 **Coaches**

5.5.1 From the commencement of this Agreement, any teacher performing the role of a Coach will be remunerated at the Stream 1 – Coach classification level in accordance with Schedule 1. Typically a teacher performing the role of a Coach would occupy the position for a period of no more than three years, unless otherwise approved.

5.5.2 Upon completion of the teacher performing the role of a Coach, the teacher will revert to his/her substantive classification prior to taking up the role with recognition of service.

5.6 Stream 2 – Heads of Program

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

5.7 Stream 3 – School Leaders

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

5.7.2 Clause 12.3.3 of the Award does not apply to the appointment of Deputy Principals.

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

5.8 Principals

5.8.1 Principals will be classified as follows and paid in accordance with Schedule 1.

- (a) Principal Level 1
- (b) Principal Level 2
- (c) Principal Level 3
- (d) Principal Level 4
- (e) Principal Level 5
- (f) Principal Level 6
- (g) Principal Level 7
- (h) Principal Level 8
- (i) Principal Level 9
- (j) Principal Level 10

5.8.2 From the commencement of this Agreement, clause 12.3.1 of the Award will no longer apply.

5.8.3 The rate of pay for a principal will be based on total government resourcing thresholds prescribed in Schedule 2. This schedule reflects indexation for the life of this Agreement. The datasets to calculate the total government resourcing for use in the classification process are:

- (a) Human resources – the staffing units allocated to the school following the Day 8 process. This data will be sourced from the School Budget Solution (SBS) once the Day 8 allocations are finalised.
- (b) Financial resources – the full year of school appropriations from the year prior. This data will be sourced from the School Appropriation Payments Application (SAPA) following the last appropriation payment for the year.

5.8.4 The classification of all principals will be reviewed annually against the thresholds prescribed in Schedule 2.

5.8.5 The Chief Executive may engage a Principal at a different classification level for a special purpose as determined by the Chief Executive.

5.8.6 In circumstances where the review of the total government resourcing allocation to a school results in the principal position moving to a classification level that is above the current principal classification level, the Principal will, while they remain in the position at that school, commence on the new classification effective

from the first day of the year in which the review occurred, except where the Principal has previously broad banded in accordance with clause 2.14.

5.8.7 In circumstances where the review of the total government resourcing allocation to a school results in the principal position moving to a classification level that is below the current principal classification level, the Principal will, while they remain in the position at that school, retain their classification for a period of two years effective from the first day of the year in which the review occurred.

5.8.8 At the end of the two year period, the Principal's classification will revert to the relevant level in accordance with Schedule 1.

5.9 Incremental Progression

5.9.1 Subject to the provisions of the Award, progression from one salary step to the next salary step by increment will be subject to satisfactory performance.

5.9.2 Effective from 23 January 2020, incremental progression will not be impacted by an employee's part-time employment fraction.

5.9.3 Consequently, clause 12.9.5 of the Award does not apply.

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

5.9.5 An employee who was previously subject to a Managing Unsatisfactory Performance (Stage 2 or beyond) process and who is subsequently found to be performing satisfactorily, will be entitled to progress by 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).

PART 6 - TEMPORARY TEACHERS

6.1 Minimum Engagement of Temporary Teachers

6.1.1 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.

6.1.2 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.

6.2 Temporary Teacher Professional Development

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

6.2.2 Temporary teachers are required to attend student free days that fall within the period of their temporary engagement.

6.2.3 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.

6.2.4 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 APR process, collegial engagement in classrooms and undertake professional development in accordance with Part 10.

6.2.5 Where temporary teachers are required by the Department, including a school, to attend additional student free days, they shall be paid for their attendance.

6.2.6 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.

6.2.7 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.

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

6.3.1 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.

6.3.2 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 1 of the next school year.

6.3.3 The Department undertakes to work proactively with those teachers who may be eligible to receive the full vacation pay if they are employed in Term 1 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.

6.3.4 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 6.3.6 below.

6.3.5 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 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 6.3.6 below.

6.3.6 Eligible temporary teachers' pro rata entitlement to paid leave during the summer vacation period in accordance with sub clauses 6.3.4 and 6.3.5 above will be calculated as follows:

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

6.3.7 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 4 of that school year will be entitled to paid leave during the summer vacation period calculated in accordance with sub clause 6.3.8 below, provided that a teacher who works for all or part of Semester 1 is not re-employed in that school year, will not be entitled to a pro rata payment.

6.3.8 Eligible temporary teachers' pro rata entitlements to paid leave during the summer vacation period in accordance with sub clause 6.3.7 above will be calculated as follows:

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

- 6.3.9 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.
- 6.3.10 In calculating the entitlement to paid leave during the summer vacation period 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 7 - SCHOOL BASED MANAGEMENT

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

7.1 School Leadership and Management

- 7.1.1 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.

7.2 Employment of Teachers

- 7.2.1 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.

7.3 Specialist Services

- 7.3.1 Principals will determine the provision of specialist services in accordance with provisions of this Agreement and in accordance with the consultation requirements prescribed in 3.1.10.

- 7.3.2 Teachers with specialist training, experience and/or qualifications will continue to provide the following specialist services:

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

- 7.3.3 Where principals create additional teaching roles that mirror the duties of specialist teachers, the specialist teacher conditions as prescribed by the Award will apply and the positions are to be resourced from within the total school staffing allocation.

7.4 Employment of Education Officer – Special Duties

- 7.4.1 An Education Officer – Special Duties (EOSD) secondment is:
- (a) to a non-teaching role that requires teaching experience e.g. a teaching/education qualification, teacher registration, teacher expertise or skill set;
 - (b) for a defined period of time up to three years, except in exceptional circumstances as approved by the relevant Deputy Director-General; and

(c) applicable to employees engaged as teachers, including School Leaders and Heads of Program.

- 7.4.2 Employees will be entitled to be paid at the employee's substantive classification level and pay point, or the designated classification level and pay point under the Award for an EOSD position.
- 7.4.3 Employees will progress from one salary step to the next salary step in accordance with the Award.
- 7.4.4 Secondment as an EOSD will not alter the date at which the employee is entitled to incremental progression.
- 7.4.5 The ordinary hours of work are a minimum of 7.25 hours within the daily spread of hours of 6.00am to 6.00pm, Monday to Friday.
- 7.4.6 EOSD employees are entitled to paid school vacations that occur while in the EOSD position.
- 7.4.7 Schedule 3 of the *Queensland Public Service Officers and Other Employees Award – State 2015* does not otherwise apply while an employee is seconded as an EOSD and the employee will not be eligible to accrue accumulated day/s off or recreation leave.
- 7.4.8 In exceptional circumstances where the EOSD position requires work to be performed over school holiday periods, the EOSD will be entitled to commensurate time off at an agreed time in lieu of the days required to work during the school holidays.

7.5 Transfer and Relocation

- 7.5.1 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.
- 7.5.2 It is a condition of permanent employment that an employee could be required to work at any school location within the state.
- 7.5.3 The Department is committed to the placement of teachers who become eligible for transfer through the transfer system including employees who have applied for transfer on compassionate grounds. Employees seeking transfer and relocation will continue to be prioritised before new appointments are offered.
- 7.5.4 Transfer shall be subject to the existence of a suitable vacancy in the area.
- 7.5.5 The parties acknowledge that the Department is reviewing the Teacher Transfer process with the purpose of developing a contemporary and transparent process for all state schools.
- 7.5.6 The parties agree to the ongoing pilot of the revised Teacher Transfer process in 2019.
- 7.5.7 The parties commit to implement recommended changes from the pilot by no later than the 2021 Teacher Transfer process. Any variations to the procedures and guidelines applicable to transfer and relocation must be subject to the consultation of the parties.

7.6 Monitoring Procedures

- 7.6.1 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;
 - (c) class size data; and
 - (d) gender and part-time status by classification as agreed between the parties.

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

PART 8 – INCENTIVES FOR REMOTE TEACHERS

- 8.1 The incentives to remote teachers in schools located in remote areas of Queensland are contained in the procedure ‘*Remote Area Incentive Scheme*’ (RAIS).
- 8.2 The parties agree that the RAIS advisory committee will continue in its role of informing the parties on proposed strategies to attract and retain teachers in remote areas of Queensland and to review incentives accessible under this scheme. The RAIS advisory committee will make proposals to the CAIC regarding the implementation of agreed recommendations of the RAIS pilot by the end of 2020.
- 8.3 The aggregate expenditure associated with the RAIS incentives and compensation benefits (including additional incentives for those in identified communities under government reform) will be provided at a level no less than provided at the time of certification.
- 8.4 From the beginning of 2020, a permanent or temporary classroom teacher in their first 12 months of teaching (beginning teacher) in the fortnight preceding commencement in a position placed in a transfer rating six or seven remote location will be entitled to a one-off non-superannuable payment of \$1000.

PART 9 – SUPERANNUATION AND SALARY PACKAGING

9.1 Superannuation

- 9.1.1 Superannuation contributions will be made to a fund of the employee’s choice, provided the chosen fund is a complying superannuation fund that will access contributions from the employer and the employee.
- 9.1.2 Where an employee has not chosen a fund in accordance with clause 9.1.1 above, the employer must make superannuation contributions for the employee (including salary sacrifice contributions) to QSuper.
- 9.1.3 The choice must be made in the standard choice form released by the Australian Taxation Office (ATO) or an alternative document determined by the employer that covers all the information that the standard choice form covers. The employer must implement the employee’s choice for superannuation contributions made at any time within two months from the date the employee’s choice is received.
- 9.1.4 The employer must contribute to a superannuation fund for an employee the greater of:
- (a) the charge percentage prescribed in the *Superannuation Guarantee (Administration) Act 1992* (Cth) (SGAA Act) of the ‘ordinary time earnings’ of the employee as defined in the SGAA Act; and
 - (b) the percentage prescribed in the *Superannuation (State Public Sector) Deed 1990* (Qld) (QSuper Deed) of the salary of the employee as defined in the QSuper Deed in respect of the employee, for the percentage of contributions paid by the employee (including by salary sacrifice).

9.2 Salary Packaging

- 9.2.1 Salary packaging is available for all employees covered by this Agreement.
- 9.2.2 The Department will apply the following principles for employees that avail themselves of salary packaging:
- (a) as part of the salary packaging 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.

9.2.3 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.

9.2.4 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 10 – TEACHER PROFESSIONALISM

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

10.1.1 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.

10.1.2 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.

10.2 Beginning Teacher Support

10.2.1 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.

10.2.2 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 including the additional non-contact time in clause 2.4 and other components of a mentoring program as agreed at the local level.

PART 11 – ADULT SUPERVISION OF PRE-SET LEARNING

11.1 Adult Supervision

11.1.1 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 when learning is pre-set.

11.2 Remote and regional communities

11.2.1 This sub clause shall have application to one and two teacher schools that are outlined in Schedule 5 of this Agreement, or other schools as may from time to time be agreed.

11.2.2 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 students.

11.2.3 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.

- 11.2.4 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.

PART 12 – MEMORANDUM OF AGREEMENT

- 12.1 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.
- 12.2 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.
- 12.3 The parties will review and/or renegotiate all existing Memoranda of Agreement during the life of the Agreement.
- 12.4 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.
- 12.5 In accordance with s.234 of the *Industrial Relations Act 2016* (Qld), 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:

Mr Tony Cook, Director-General

Date 14/10/2019

In the presence of:

Mr Dion Coghlan, Assistant Director-General, Human Resources Branch

Date 14/10/2019

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

Mr Graham Moloney, General Secretary

Date 14/10/2019

In the presence of:

Ms Kate Ruttiman, Deputy General Secretary

Date 14/10/2019

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

Mr Alex Scott, General Secretary

Date 15/10/2019

In the presence of:

Ms Katherine Flanders, Assistant Branch Secretary

Date 15/10/2019

This Agreement is certified under the *Industrial Relations Act 2016* (Qld), Chapter 4.

		01/07/2019	01/07/2019	01/07/2020	01/07/2020	01/07/2021	01/07/2021
		\$p.f	\$p.a	\$p.f	\$p.a	\$p.f	\$p.a
Deputy Principals (incl. HOSES4)	Paypoint 1	4,903.40	127,927	5,038.30	131,445	--	--
	Paypoint 2	5,022.90	131,044	5,161.00	134,648	5,402.90	140,958
	Paypoint 3	5,148.50	134,322	5,290.10	138,016	5,498.50	143,451

School Leaders – (Stream 3)							
Classification Level	Pay Point	Salary	Salary	Salary	Salary	Salary	Salary
		01/07/2019	01/07/2019	01/07/2020	01/07/2020	01/07/2021	01/07/2021
		\$p.f	\$p.a	\$p.f	\$p.a	\$p.f	\$p.a
Level 1	Paypoint 1	4,447.60	116,036	4,570.00	119,227	--	--
	Paypoint 2	4,562.70	119,037	4,688.20	122,311	4,902.80	127,910
	Paypoint 3	4,675.30	121,975	4,803.80	125,329	4,989.50	130,172
Level 2	Paypoint 1	4,661.50	121,615	4,789.70	124,959	--	--
	Paypoint 2	4,781.30	124,742	4,912.90	128,173	5,172.40	134,945
	Paypoint 3	4,907.50	128,034	5,042.50	131,555	5,263.90	137,332
Level 3	Paypoint 1	4,903.40	127,927	5,038.30	131,445	--	--
	Paypoint 2	5,022.90	131,044	5,161.00	134,648	5,456.90	142,367
	Paypoint 3	5,148.50	134,322	5,290.10	138,016	5,553.40	144,885
Level 4	Paypoint 1	5,160.10	134,623	5,302.00	138,325	--	--
	Paypoint 2	5,290.00	138,012	5,435.40	141,807	5,757.00	150,197
	Paypoint 3	5,420.90	141,427	5,569.90	145,316	5,858.90	152,854
Level 5	Paypoint 1	5,455.40	142,327	5,605.40	146,241	--	--
	Paypoint 2	5,592.20	145,896	5,746.00	149,908	6,073.70	158,458
	Paypoint 3	5,727.10	149,416	5,884.60	153,525	6,181.10	161,261
Level 6	Paypoint 1	5,775.70	150,685	5,934.50	154,828	--	--
	Paypoint 2	5,917.60	154,385	6,080.30	158,630	6,407.80	167,174
	Paypoint 3	6,062.60	158,168	6,229.30	162,518	6,521.10	170,130
Level 7	Paypoint 1	6,114.30	159,517	6,282.40	163,904	--	--
	Paypoint 2	6,271.80	163,626	6,444.30	168,126	6,760.20	176,368
	Paypoint 3	6,422.50	167,558	6,599.10	172,165	6,879.70	179,487
Level 8	Paypoint 1	6,786.20	177,048	6,955.90	181,474	7,129.80	186,011
	Paypoint 2	6,908.40	180,235	7,081.10	184,740	7,258.10	189,359
Level 9	Paypoint 1	7,159.40	186,785	7,338.40	191,455	7,521.90	196,241
	Paypoint 2	7,288.30	190,147	7,470.50	194,901	7,657.30	199,774
Level 10	Paypoint 1	7,553.20	197,059	7,742.10	201,985	7,935.60	207,035
	Paypoint 2	7,689.20	200,606	7,881.40	205,621	8,102.90	211,398

Community Teachers and Assistant Teachers							
Classification Level	Pay Point	Salary	Salary	Salary	Salary	Salary	Salary
		01/07/2019	01/07/2019	01/07/2020	01/07/2020	01/07/2021	01/07/2021
		\$p.f	\$ p.a	\$p.f	\$p.a	\$p.f	\$p.a
Assistant Teachers	Step 1	1,935.10	50,485	1,983.50	51,748	2,033.10	53,042
	Step 2	1,986.00	51,813	2,035.70	53,110	2,086.60	54,438
	Step 3	2,036.40	53,128	2,087.30	54,456	2,139.50	55,818
	Step 4	2,086.30	54,430	2,138.50	55,792	2,192.00	57,188
Community Teachers	Step 1	2,016.90	52,620	2,067.30	53,934	2,119.00	55,283
	Step 2	2,125.90	55,463	2,179.00	56,849	2,233.50	58,270
	Step 3	2,235.90	58,333	2,291.80	59,791	2,349.10	61,286
	Step 4	2,350.10	61,312	2,408.90	62,847	2,469.10	64,417
	Step 5	2,464.80	64,305	2,526.40	65,912	2,589.60	67,561
	Step 6	2,551.60	66,569	2,615.40	68,234	2,680.80	69,940
	Step 7	2,639.70	68,868	2,705.70	70,590	2,773.30	72,353

Supply Teachers						
	Salary	Salary	Salary	Salary	Salary	Salary
	01/07/2019	01/07/2019	01/07/2020	01/07/2020	01/07/2021	01/07/2021
	\$p.h	\$p.d	\$p.h	\$p.d	\$p.h	\$p.d
		81.1308	405.65	83.1603	415.80	85.2390

Allowances						
Allowance Title	Salary		Salary		Salary	
	01/07/2019		01/07/2020		01/07/2021	
	\$p.f		\$p.f		\$p.f	
3 Year trained Senior Teacher allowance	167.60		171.80		176.10	
Secondment allowance	167.60		171.80		176.10	
EOSD allowance for classroom teachers*	369.30		378.50		388.00	
Specified Sites allowance	36.60		37.50		38.40	
Spec Sites Casual Rate incl 23% Ldg	0.9004 p/hour		0.9225 p/hour		0.9446 p/hour	

*The EOSD allowance only applies to those employees engaged on an EOSD appointment prior to the date of certification of this Agreement. Any employee engaged on an EOSD appointment from the date of certification of this Agreement will be subject to provisions of clause 7.4 and will not be entitled to the allowance.

SCHEDULE 2 – PRINCIPAL CLASSIFICATION: TOTAL GOVERNMENT RESOURCE THRESHOLDS**Principals of Primary, Secondary and P-10/12 Schools**

Principal Level	2019		2020		2021		2022	
	Minimum (\$)	Maximum (\$)						
1	0	500,000	0	512,500	0	525,000	0	538,000
2	500,000	1,200,000	512,500	1,230,000	525,000	1,260,500	538,000	1,292,000
3	1,200,000	2,500,000	1,230,000	2,562,500	1,260,500	2,626,500	1,292,000	2,692,000
4	2,500,000	4,000,000	2,562,500	4,100,000	2,626,500	4,202,500	2,692,000	4,307,500
5	4,000,000	6,500,000	4,100,000	6,662,500	4,202,500	6,829,000	4,307,500	6,999,500
6	6,500,000	10,000,000	6,662,500	10,250,000	6,829,000	10,506,000	6,999,500	10,768,500
7	10,000,000	14,000,000	10,250,000	14,350,000	10,506,000	14,708,500	10,768,500	15,076,000
8	14,000,000	18,000,000	14,350,000	18,450,000	14,708,500	18,911,000	15,076,000	19,383,500
9	18,000,000	22,000,000	18,450,000	22,550,000	18,911,000	23,113,500	19,383,500	23,691,000
10	22,000,000	max.	22,550,000	max.	23,113,500	max.	23,691,000	max.

Principals of Special Schools, Specific Purpose Schools and Education Units

Principal Level	2019		2020		2021		2022	
	Minimum (\$)	Maximum (\$)						
1	0	290,000	0	297,000	0	304,000	0	311,500
2	290,000	700,000	297,000	717,500	304,000	735,000	311,500	753,000
3	700,000	1,300,000	717,500	1,332,500	735,000	1,365,500	753,000	1,399,500
4	1,300,000	2,000,000	1,332,500	2,050,000	1,365,500	2,101,000	1,399,500	2,153,500
5	2,000,000	4,000,000	2,050,000	4,100,000	2,101,000	4,202,500	2,153,500	4,307,500
6	4,000,000	6,500,000	4,100,000	6,662,500	4,202,500	6,829,000	4,307,500	6,999,500
7	6,500,000	10,500,000	6,662,500	10,762,500	6,829,000	11,031,500	6,999,500	11,307,000
8	10,500,000	16,500,000	10,762,500	16,912,500	11,031,500	17,335,000	11,307,000	17,768,000
9	16,500,000	20,500,000	16,912,500	21,012,500	17,335,000	21,537,500	17,768,000	22,075,500
10	20,500,000	max.	21,012,500	max.	21,537,500	max.	22,075,500	max.

Principals of Outdoor and Environmental Education Centres

Principal Level	2019		2020		2021		2022	
	Minimum (\$)	Maximum (\$)						
1	0	250,000	0	256,000	0	262,000	0	268,500
2	250,000	550,000	256,000	563,500	262,000	577,500	268,500	591,500
3	550,000	1,200,000	563,500	1,230,000	577,500	1,260,500	591,500	1,292,000
4	1,200,000	1,800,000	1,230,000	1,845,000	1,260,500	1,891,000	1,292,000	1,938,000
5	1,800,000	3,000,000	1,845,000	3,075,000	1,891,000	3,151,500	1,938,000	3,230,000
6	3,000,000	5,000,000	3,075,000	5,125,000	3,151,500	5,253,000	3,230,000	5,384,000
7	5,000,000	7,000,000	5,125,000	7,175,000	5,253,000	7,354,000	5,384,000	7,537,500
8	7,000,000	9,500,000	7,175,000	9,737,500	7,354,000	9,980,500	7,537,500	10,230,000
9	9,500,000	12,000,000	9,737,500	12,300,000	9,980,500	12,607,500	10,230,000	12,922,500
10	12,000,000	max.	12,300,000	max.	12,607,500	max.	12,922,500	max.

Principals of Schools of Distance Education

Principal Level	2019		2020		2021		2022	
	Minimum (\$)	Maximum (\$)						
1	0	750,000	0	768,500	0	787,500	0	807,000
2	750,000	1,800,000	768,500	1,845,000	787,500	1,891,000	807,000	1,938,000
3	1,800,000	3,400,000	1,845,000	3,485,000	1,891,000	3,572,000	1,938,000	3,661,000
4	3,400,000	6,000,000	3,485,000	6,150,000	3,572,000	6,303,500	3,661,000	6,461,000
5	6,000,000	9,600,000	6,150,000	9,840,000	6,303,500	10,086,000	6,461,000	10,338,000
6	9,600,000	14,500,000	9,840,000	14,862,500	10,086,000	15,234,000	10,338,000	15,614,500
7	14,500,000	19,500,000	14,862,500	19,987,500	15,234,000	20,487,000	15,614,500	20,999,000
8	19,500,000	26,000,000	19,987,500	26,650,000	20,487,000	27,316,000	20,999,000	27,998,500
9	26,000,000	32,000,000	26,650,000	32,800,000	27,316,000	33,620,000	27,998,500	34,460,500
10	32,000,000	max.	32,800,000	max.	33,620,000	max.	34,460,500	max.

SCHEDULE 3 – PROMOTIONAL POSITION CLASSIFICATION STRUCTURE TRANSITION ARRANGEMENTS

A.1 Application

A.1.1 The provisions of this schedule apply to employees who, at the date of certification of this Agreement, were:

- (a) covered by the *Department of Education and Training State School Teachers' Certified Agreement 2016*; and
- (b) classified at Stream 1 and/or appointed as a Pedagogy, Literacy and/or Numeracy coach; or
- (c) classified at Stream 2 – Heads of Program; or
- (d) classified at Stream 3 – School Leaders.

A.2 Transition Arrangements

A.2.1 The promotional position classification structure transition arrangements will be effective from 1 July 2019.

A.2.2 Pedagogy, Literacy and/or Numeracy Coaches

A.2.2.1 The following transition arrangements apply for teachers performing the role of a Pedagogy, Literacy and/or Numeracy Coach as at the date of certification of this Agreement.

- (a) Pedagogy, Literacy and/or Numeracy Coach remunerated at ST2 paypoint 11 will be remunerated in accordance with the following table, effective from 1 July 2019:

1 July 2019	1 July 2020	1 July 2021
\$109,092 p.a	\$111,819 p.a	\$114,615 p.a

- (b) Pedagogy, Literacy and/or Numeracy Coach remunerated at ST2 paypoint 12 will be remunerated in accordance with the following table, effective from 1 July 2019:

1 July 2019	1 July 2020	1 July 2021
\$111,924 p.a	\$114,722 p.a	\$117,590 p.a

- (c) Pedagogy, Literacy and/or Numeracy Coach remunerated at ST2 paypoint 13 will be remunerated in accordance with the following table, effective from 1 July 2019:

1 July 2019	1 July 2020	1 July 2021
\$114,329 p.a	\$117,187 p.a	\$120,116 p.a

A.2.2.2 The one-off payment prescribed in clause 1.11 of this Agreement will apply to all Pedagogy, Literacy and/or Numeracy Coaches appointed as at date of certification of this Agreement.

A.2.3 Stream 2 – Heads of Program Classification Structure

A.2.3.1 The following transition arrangements apply for employees in the Stream 2 classification, excluding Pedagogy, Literacy and/or Numeracy Coaches:

- (a) Head of Curriculum positions will transition to Head of Program Level 1 – paypoint 1, as a Head of Department (Curriculum). Employees classified as a Head of Department (Curriculum) will have an amended incremental progression anniversary date of 1 July 2019.
- (b) Head of Department, Head of Special Education Services – Band 5 and Guidance Officer positions will transition to Head of Program Level 1, to the paypoint consistent with the staff member's existing classification paypoint. Affected employees will retain their current incremental progression anniversary date.

- (c) Senior Guidance Officer, Regional School Sports Officer and Head of Special Education Services – Band 6 positions will transition to Head of Program Level 2, to the paypoint consistent with the staff member’s existing classification paypoint. Affected employees will retain their current incremental progression anniversary date.

Current Classification: Heads of Program – (Stream 2)			New Classification	
HOC	Paypoint 11	→	Paypoint 1	Head of Program – (Stream 2) Level 1
	Paypoint 12	→	Paypoint 1	
	Paypoint 13	→	Paypoint 1	
HOD, GO, HOSES 2	Paypoint 21	→	Paypoint 1	
	Paypoint 22	→	Paypoint 2	
	Paypoint 23	→	Paypoint 3	
SGO, HOSES 3	Paypoint 31	→	Paypoint 1	Head of Program – (Stream 2) Level 2
	Paypoint 32	→	Paypoint 2	
	Paypoint 33	→	Paypoint 3	
HOSES 4	Paypoint 41	→	Paypoint 1	Deputy Principal – (Stream 3) Level 1
	Paypoint 42	→	Paypoint 2	
	Paypoint 43	→	Paypoint 3	

A.2.4 Stream 3 – School Leaders Classification Structure

A.2.4.1 Deputy Principal

Deputy Principal positions will transition based on the existing classification of the position as at the date of certification of this Agreement, as follows:

- (a) DSL1: employees classified at paypoint 21, paypoint 22 and paypoint 23 will transition to Deputy Principal Level 1 – paypoint 1:
- (i) employees classified at DSL1 paypoint 21 and DSL1 paypoint 22 will have an amended incremental progression anniversary date of 1 July 2019.
 - (ii) employees classified at paypoint 23 will retain their existing incremental progression anniversary date.
- (b) DSL2: employees classified at paypoint 30 and paypoint 31 will transition to Deputy Principal Level 1 – paypoint 1:
- (i) employees classified at DSL2 paypoint 30 will have an amended incremental progression anniversary date of 1 July 2019.
 - (ii) employees classified at DSL2 paypoint 31 will retain their existing incremental progression anniversary date.
- (c) DSL3: employees classified at paypoint 32 will transition to Deputy Principal Level 1 – paypoint 2:
- (i) Employees classified at DSL3 paypoint 32 will retain their existing incremental progression anniversary date.
- (d) DSL3: employees classified at paypoint 33 will transition to Deputy Principal Level 1 – paypoint 3:
- (i) employees classified at DSL3 paypoint 33 will retain their existing incremental progression anniversary date.

Current Deputy Principal Classification			New Classification: Deputy Principal – (Stream 3) Level 1
DSL1	Paypoint 21	→	Paypoint 1
	Paypoint 22	→	
	Paypoint 23	→	
DSL2	Paypoint 30	→	Paypoint 1
	Paypoint 31	→	Paypoint 2
	Paypoint 32	→	
DSL3	Paypoint 31	→	Paypoint 1
	Paypoint 32	→	Paypoint 2
	Paypoint 33	→	Paypoint 3

A.2.4.2 Principal

Principal positions will transition to the promotional position classification structure based on the total government resourcing thresholds prescribed in Schedule 2, determined in accordance with clause 5.8.

- (i) For employees appointed to a principal position that transitions to a classification level above their current classification level, the employee will commence at paypoint 1 of the new level and will have an amended incremental progression anniversary date of 1 July 2019. This does not apply to employees classified at SL1 paypoint 13 and SL2 paypoint 23 as at the date of certification of this Agreement, whose transition arrangements are as follows:
 - (a) Employees appointed to principal positions classified at SL1 paypoint 13 will progress to Principal Level 2 paypoint 2, and will have an amended incremental progression anniversary date of 1 July 2019.
 - (b) Employees appointed to principal positions classified at SL2 paypoint 23 will progress to Principal Level 3 paypoint 2, and will have an amended incremental progression anniversary date of 1 July 2019.
- (ii) Employees appointed to principal positions that transition to a classification level that is equivalent to their current classification level will transition to the same classification paypoint, and their incremental progression anniversary date will remain the same.
- (iii) Employees appointed to principal positions that transition to a classification level that is below their current classification level will transition to the Principal classification level and paypoint that is equivalent to their current classification, and their incremental progression anniversary date will remain the same. The transition arrangement will be maintained in accordance with A.3 of this Schedule, whilst the employee remains in the position at the school.

A.2.4.3 Executive Principals

Executive Principals who held a substantive Executive Principal position as at date of certification of this Agreement will be translated to Principal Level 10 and remunerated at Step 2 effective from 1 July 2019.

A.3 Maintenance Arrangements

- A.3.1 Employees appointed to principal positions that transition to a classification level that is below their current classification level will transition to the Principal classification level and paypoint that is equivalent to their current classification, and their incremental progression anniversary date will remain the same. These maintenance arrangements will retain the classification and related conditions of employment for the life of this Agreement whilst employed in the position they transition to.

- A.3.2 Where an employee leaves their transitioned position (including, but not limited to, appointment, transfer, EOSD, higher duties or secondment), those maintenance arrangements will cease and conditions applicable to the position to which they are being appointed will apply.
- A.3.3 Employees with maintenance arrangements who leave their substantive position because of EOSD, higher duties or secondment will resume their maintenance arrangements upon return to their transitioned position.

A.3.4 Principals

Principals who transition to a classification level above the principal classification of their school will be eligible to transfer at the higher classification when a position becomes vacant. A closed merit selection process will be conducted for eligible Principals where more than one applies for transfer to the position. Where no appointment is made, the position will be made available for appointment through an open merit selection process.

SCHEDULE 4 – 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 Development Centres; and
- (f) 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 4.2.1(b) of this Agreement as those to which a Specified Sites Allowance shall be paid are:

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

SCHEDULE 6 – PRINCIPLES OF GOOD WORKLOAD MANAGEMENT

Effective workload management requires the following:

- (1) Understanding that all employees and managers are accountable for effective workload management.
- (2) Discuss and review workload. Allocation of workloads that take into account the training, skill, knowledge, career and professional development of individual employees.
- (3) Recognise that changes occur in workplaces on a daily basis and that managers are responsible for managing workloads.
- (4) Success depends on a strong commitment by both employees and managers.
- (5) Equitable distribution of workloads and open and transparent decision making.
- (6) Support decisions that take into account the work-life balance of employees.
- (7) Provide flexibility and discretion in applying workload management to ensure delivery, work requirements and the effectiveness and efficiency of the Department are met.
- (8) Maintenance of safe work environments and safe work practices.
- (9) Allocation of resources to ensure both the maintenance of workloads at a reasonable level and the delivery of a high quality service.
- (10) Issue escalation processes are in place. The LCC is a key mechanism for managing workload issues at the workplace level.