

CITATION: *Community Teachers, Assistant Teachers - Aboriginal & Torres Strait Islander Community Schools Award - State 2012 Repeal and New Award (A/2010/103)*
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QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 130 - award review

**COMMUNITY TEACHERS, ASSISTANT TEACHERS - ABORIGINAL
& TORRES STRAIT ISLANDER COMMUNITY SCHOOLS AWARD - STATE 2003**

(Matter A/2010/103)

DEPUTY PRESIDENT SWAN
DEPUTY PRESIDENT BLOOMFIELD
COMMISSIONER THOMPSON

14 June 2012

AWARD REVIEW

After reviewing the above Award as required by s. 130 of the *Industrial Relations Act 1999*, this Commission orders that the Award be repealed and the following Award be made as from 14 June 2012.

**COMMUNITY TEACHERS, ASSISTANT TEACHERS - ABORIGINAL
& TORRES STRAIT ISLANDER COMMUNITY SCHOOLS AWARD - STATE 2012**

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Community Teachers, Assistant Teachers - Aboriginal & Torres Strait Islander Community Schools Award - State 2012.

1.2 Arrangement

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1.3 Award coverage

This Award will apply to employees in Aboriginal and Torres Strait Islander Community Schools of the Department of Education, Training and Employment in the State of Queensland whose salaries are fixed by this Award and who are deemed to be employees for the purpose of the *Industrial Relations Act 1999* and to the Director-General of the Department of Education, Training and Employment as employer in relation to such employees.

The provisions of the *Public Service Act 2008* and the Regulations made thereunder and the *Education (General Provisions) Act 2006* and the Regulations made thereunder will apply to those employees whose rates of pay are set out in clause 5.2 (Salaries) save insofar as the conditions of employment and the remuneration to be received by such employees are affected by the provisions of this Award.

The provisions of the *Education (General Provisions) Act 2006* and Regulations made thereunder will apply to those employees whose rates of pay are set out in clause 5.2 (Salaries) save insofar as the conditions of employment and the remuneration to be received by such employees are affected by the provisions of this Award.

1.4 Area of operation

The provisions of this Award will apply in the Aboriginal and Torres Strait Islander Community Schools in the

1.5 Date of operation

This Award will take effect from 14 June 2012.

1.6 Parties bound

This Award is binding on the Queensland Government Department of Education, Training and Employment and its employees prescribed by clause 1.3 and the Queensland Teachers Union of Employees.

1.7 Definitions

1.7.1 "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.

1.7.2 "Commission" means the Queensland Industrial Relations Commission.

1.7.3 "Union" means the Queensland Teachers Union of Employees.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.

2.1.2 The consultative processes established in an enterprise in accordance with clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to clause 2.1.1. Union delegates at the place of work may be involved in such discussions.

2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Consultative mechanisms and procedures in the workplace

3.1.1 *The parties to this Award are committed to co-operation positively to;*

- (a) increase the efficiency and productivity of the industry; and
- (b) enhance the career opportunities and job satisfaction for employees.

3.1.2 *The parties are prepared to discuss any matters related to these objectives provided:*

- (a) no employee should lose any existing entitlement to earnings, award or over-award, for working ordinary hours of work as a result of any Award changes.
- (b) agreements relating to Award provisions are subject to approval by the Commission;
- (c) any Award or non-award matters can be raised for discussion; and
- (d) proposals for change will be considered jointly.

3.1.3 *Amendments to the Award*

- (a) It is a term of this Award that amendments to this Award arising from discussions may be the subject of a trial without breaching the terms of this Award.
- (b) Amendments to existing custom and practice may be the subject of a trial.
- (c) Trials of amendments to this Award or to existing custom and practice will occur subject to the following conditions:
 - (i) the terms and scope of the trial will be the subject of agreement between the parties to this Award;

- (ii) the Commission will be notified of the terms and scope of the trial;
- (iii) reports on the progress of the trial will be provided as requested by the Commission.

3.1.4 *Consultation processes*

Consultation arrangements will be consistent with the following broad principles to ensure effectiveness and equity:

- (a) Consultative mechanisms should ensure that, in addition to the parties to this Award, there is employee involvement on the initiation, implementation and evaluation of proposals for productivity improvement. At the school level this consultation should occur through the local consultative committee (LCC).
- (b) Appropriate processes should be in place to consult employees who are affected by proposed productivity items;
- (c) Consultative arrangements should encompass all work areas in the Department of Education, Training and Employment;
- (d) The composition of consultative forums should take account of representation of the target groups identified in the *Public Service Act 2008*; and
- (e) Consultative arrangements should be subject to review from time to time by the parties and improvements and changes to arrangements made as required and agreed to ensure consultative arrangements operate with maximum efficiency and effectiveness.

3.1.5 *What is a local consultative committee?*

- (a) A local consultative committee is a representative group of management and Union nominees which is established to provide a forum for discussion of work related issues.
- (b) A local consultative committee will be used as the mechanism at the school level through which major changes are facilitated.
- (c) The local consultative committee plays a deliberative role in the consideration of workplace reform initiatives.

3.1.6 *Who is on the local consultative committee?*

Membership of LCC's will comprise equal representation of management and Union nominees. The size of the committees is not prescribed but will usually be 8, that is 4 Union and 4 management representatives providing that 2 Union representatives be Queensland Teachers' Union members.

3.1.7 *How are decisions of a local consultative committee made?*

Decisions of the LCC are to be made by consensus wherever possible.

3.2 Grievance procedure

3.2.1 *Objectives of the grievance procedures*

The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion; to reduce the level of disputation; and to promote efficiency, effectiveness and equity in the workplace.

3.2.2 *To what matters does this procedure apply?*

This procedure applies to all industrial matters within the meaning of the Act, except as otherwise provided for by this Award.

3.2.3 *Stage 1 grievance resolution at the school level*

In the first instance the employee will inform the principal or the person in charge of the centre of the existence of the grievance and they will attempt to resolve the grievance. It is recognised that an employee may wish to exercise the right to consult such employee's Union representative during the course of Stage 1.

3.2.4 *Stage 2 grievance resolution at regional office*

If the grievance remains unresolved, the employee will refer the grievance to the regional office. The Manager responsible for investigation and resolution of the grievance will consult with the parties. The employee may exercise the right to consult or be represented by such employee's Union representative during the course of Stage 2.

3.2.5 *Stage 3 grievance resolution at central office*

If the grievance is still unresolved, the manager will advise the Chief Executive and the aggrieved employee may submit the matter in writing to the Chief Executive of the organisation if such employee wishes to pursue the matter further. If desired by either party, the matter will also be notified to the Union.

The Chief Executive will ensure that:

- (a) the aggrieved employee or such employee's Union representative has the opportunity to present all aspects of the grievance;
- (b) the grievance will be investigated in a thorough, fair and impartial manner.

The Chief Executive may appoint another person to investigate the grievance. The Chief Executive may consult with the Union in appointing an investigating officer. The appointed person will be other than the employees' supervisor or Manager.

If the matter is notified to the Union, the investigating officer will consult with the Union during the course of the investigation. The Chief Executive will advise the employee initiating the grievance, such employee's Union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.

The Chief Executive may delegate such Chief Executive's grievance resolution powers under clause 3.2 to a nominated representative.

3.2.6 *Time frame for settling grievances*

The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:

Stage 1: Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure will not extend beyond 7 days.

Stage 2: Not to exceed 7 days.

Stage 3: Not to exceed 14 days.

3.2.7 *Resolution of grievance by outside bodies*

If the grievance is not settled the matter will be referred to the chief executive of the Public Service Commission or the Commission by the employee or the Union, as appropriate, in accordance with the respective jurisdictions of the Tribunals.

3.2.8 *Maintenance of the status quo*

Subject to legislation, while the grievance 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 grievance or dispute is to continue whilst the procedure is being followed. No party will be prejudiced as to the final settlement by the continuation of work.

3.2.9 *Sexual harassment and the grievance and dispute settling procedure*

Where the grievance involves allegations of sexual harassment, an employee may commence the procedure at Stage 3.

3.3 Dispute settling procedure

3.3.1 The objectives of this procedure are:

- (a) the avoidance and resolution of any dispute over matters covered by this Award, by measures based on the provision of information and explanation, consultation, cooperation and negotiation;

(b) a reduction in the level of disputation; and

(c) the promotion of efficiency, effectiveness and equity in the workplace.

3.3.2 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 will be prejudiced as to the final settlement by the continuation of work.

3.3.3 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.

3.3.4 In the event of any disagreement between the parties as to the interpretation or implementation of this Award, the following procedures will apply:

(a) in the first instance, the matter is to be discussed by the employee/s concerned (where appropriate) and the principal/person in charge of the centre. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;

(b) if the matter is not resolved as per clause 3.3.4(a), it will be referred to the regional director or nominee and to the relevant Union officer/delegate/representative who will arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days;

(c) if the matter remains unresolved it will be referred to the Director-General of Education, Training and Employment or nominee and the secretary of the Union or nominee for discussion and appropriate action. This process should not exceed 14 days;

(d) if the matter is not resolved then it may be referred by either party to the Commission.

3.3.5 In terms of s. 230 of the Act, the Commission is empowered by this Award to settle and determine any matters in dispute.

3.3.6 Nothing contained in this procedure will prevent representatives of the Department or the Union from intervening either at the request of a member or through the member's own initiative in respect of matters in dispute, should such action be considered conducive to achieving resolution.

PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

4.1 Contract of employment

4.1.1 Employees covered by this Award will be advised in writing of their employment category upon appointment.

Employment categories are:

(a) full-time;

(b) part-time;

4.2 Part-time employment

4.2.1 Regular part-time employment

(a) "Part-time teacher" will mean a teacher other than a casual or temporary teacher, who is engaged to work on a regular basis provided that the total fortnightly engagement is less than full-time employment.

(b) A part-time teacher will be employed in the range equivalent to 0.2 to 0.9 of full-time employment.

(c) Provided that in extenuating circumstances where isolation or special requirements are factors present in the staffing of schools the minimum employment fraction may be 0.1.

4.2.2 Salary of a part-time teacher

A part-time teacher will be paid at the same rate as a full-time teacher would be paid for performing duty in the same Award classification inclusive of any allowances applicable based *pro rata* on the proportion of a full-time position worked.

A part-time teacher who usually works on a day of the week on which a public holiday falls will be paid for the

time which would otherwise have been worked on that day.

4.2.3 *Employment pattern*

- (a) The employment pattern of a teacher will be such that their employment fraction will be worked over the fortnight corresponding with a pay period. Where a secondary school operates a cyclical timetable, the employment fraction may be averaged over a period of 2 cycles.
- (b) Employment within that pattern in terms of any one day will be either for one half day or a full day.
- (c) The teacher and their supervisor will determine the regular hours and days of work of a part-time teacher on an annual basis in accordance with the teachers employment fraction and the school's timetabling processes.
- (d) Any variation to the regular pattern of work will be by mutual agreement.

4.2.4 *Other conditions of employment of part-time teachers*

The provisions of clause 6.2 meal break and clause 8.1 transfer and appointment expenses will apply to part-time teachers.

4.2.5 *Leave entitlements of part-time teachers*

- (a) Part-time teachers will have a proportional entitlement to 10 working days sick leave on pay per annum.
- (b) Part-time teachers will accrue long service leave at the same rate applicable to full-time employees.
- (c) Part-time teachers will be granted bereavement leave and emergent leave on the same conditions applicable to full time teachers, based on consecutive working days.
- (d) Part-time teachers will be eligible to the same considerations applicable to full-time teachers in relation to extended leave without pay and family leave.
- (e) For all other leave part-time teachers will generally enjoy the benefits applicable to full-time teachers but on a proportional basis where applicable.

4.2.6 *Payment of summer and other vacations for part-time teachers*

Payment of the summer vacation will be made in accordance with the existing custom and practice applicable to full-time employment but on a proportional basis.

Payment of the other vacations will be made at the teacher's ordinary rate of pay.

4.2.7 *Classification increments*

Classification increments of salary will become due when the teacher has completed the equivalent of one year full-time service.

4.2.8 *Pupil free days*

Teachers are expected to report for full day duty for the 5 pupil free days nominated for professional development activities during the school year or any other days substituted for or additional days declared by the employer as requiring the attendance of all permanent officers. They will be paid in full for the time so worked.

The working of other full day pupil free days will occur in recognition of the teacher's normal work pattern.

4.2.9 *Access to full-time status*

- (a) Teachers employed in a part-time capacity prior to 5 July 1994
 - (i) Teachers employed part-time who were formerly employed full-time are guaranteed return to full-time teaching at the earliest available opportunity or at the latest from the commencement of the school year following the year of application, provided that application is made by the closing date for the normal transfer cycle.
 - (ii) Discretion may be exercised to waive the notice requirement stated in clause 4.2.9(a)(i) in emergent or compassionate circumstances.
- (b) Teachers employed in a part-time capacity after 5 July 1994.

Teachers employed full-time who are employed part-time following 5 July 1994; or

Teachers currently employed part-time who were not employed full-time immediately prior to their current appointment; or

Teachers newly appointed part-time who were not employed full-time immediately prior to their current appointment and who commence duty following 5 July 1994:

may upon application and submission of a preference list be appointed to a full-time position as follows:

- (i) full-time appointment will occur at the earliest available opportunity, or at the latest from the commencement of the school year following the year of application, provided that application is made by the closing date for the normal transfer cycle; and subject to available vacancies as follows:
 - (ii) the order of preference for appointment to available vacancies will be as follows:
 - (A) teachers currently employed full-time who are employed part-time following 5 July 1994 will be considered simultaneously with those persons currently employed full-time seeking transfer;

every effort will be made to ensure that such persons will be afforded sufficient priority in the transfer process to enable their return to full-time teaching by the commencement of the school year following the year of application, other than in exceptional circumstances;
 - (B) teachers currently employed part-time who were not employed full-time immediately prior to their current appointment;
 - (C) teachers newly appointed part-time who were not employed full-time immediately prior to their current appointment and who commenced duty following 5 July 1994.
 - (iii) where at the time of application no vacancy for a full-time position is available within a teacher's preference list, a teacher may either accept appointment at another school or remain at the teacher's current school and employment fraction until a suitable vacancy becomes available;
 - (iv) discretion may be exercised to waive the notice requirement stated above in emergent or compassionate circumstances.

4.2.10 *Involuntary return to full-time status*

In relation to those teachers who were employed full-time before undertaking part-time teaching the parties acknowledge that circumstances as agreed from time to time will arise where continuation of a teacher on part-time basis will present difficulties for efficient staffing.

The employer to negotiate a return to full-time teaching will approach a teacher considered to be in such a situation.

4.3 Equal employment opportunity

4.3.1 This Award will achieve the principal objects specified in sections 3(c), 3(d) and 3(m) of the Act. The parties will respect and value the diversity of employees through helping to prevent and eliminate discrimination. The parties are committed to the principles of equity and merit.

4.3.2 In addition, this Award is not to allow any conduct or treatment, either direct or indirect, which would:

- (a) contravene the Anti-Discrimination Act 1991; or
- (b) discriminate on the basis of family responsibilities.

4.3.3 The implementation of change will be closely monitored to ensure that there is no adverse impact in terms of existing equity provisions or in terms of creating any new situation of inequity.

4.4 Anti-discrimination

4.4.1 It is the intention of the parties to this Award to prevent and eliminate discrimination (as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as varied from time to time) which includes:

- (a) discrimination on the basis of sex, relationship status, family responsibilities, pregnancy, parental status, breastfeeding, age, race, impairment, religious belief or religious activity, political belief or activity, trade

union activity, lawful sexual activity, gender identity, sexuality and association with, or relation to, a person identified on the basis of the above attributes.

(b) sexual harassment; and,

(c) racial and religious vilification.

4.4.2 Accordingly in fulfilling their obligations under the disputes settling procedure clause 3.3, the parties to the Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.4.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

4.4.4 Nothing in clause 4.4 is to be taken to affect:

(a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;

(b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Australian Human Rights Commission/Anti-Discrimination Commission Queensland.

4.5 Probation

4.5.1 Application of clause 4.5 will be in accordance with the Department's policy jointly developed with the Union and titled "New Probationary Arrangements For Teachers 2002".

4.5.2 Teachers commencing employment will be subject to a fixed probationary period of 8 months from commencement.

4.5.3 There will be a system of performance appraisal during the 8 month period incorporating an interim performance review at approximately 3 months by the principal (or their delegate); and a formal performance report at approximately 6 months by the principal (or their delegate) either confirming permanent appointment or recommending termination of employment. An appropriate course of action will be developed by the principal in consultation with the teacher.

4.5.4 Copies of the probation reports are to be provided to the teacher and the regional office.

4.5.5 Performance reports by the principal (or their delegate) recommending termination of employment will be reviewed by the advisory Board of Review.

4.5.6 An extension of probation may be granted in exceptional circumstances. Examples include illness, other acceptable absences, or other exceptional circumstances approved by the director human resources.

4.6 Termination of employment, introduction of change and redundancy

4.6.1 The Chief Executive will observe the terms and conditions of the Termination of Employment, Introduction of Changes and Redundancy Model Clause contained in the decision of the Full Bench incorporated in the transcript of proceedings of 7 November 2001, in matters following the State Wage Case B882 of 1999 and B888 of 1999, in relation to Principle 12 Award Review (Case B1733 of 1999).

4.6.2 A permanent teacher may terminate their engagement (i.e. resign) at any time by giving at least 2 weeks' written notice. If the notice given is less than 2 weeks, an amount of salary equivalent to the amount of wages for the deficit period (i.e. the difference between 2 weeks and the actual notice given) may be deducted from the employee's termination payment.

4.6.3 The provisions of the clause relating to Redundancy will not apply to the extent that the provisions of the redundancy arrangements are contained in a Directive issued by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*, where the Directive provides for entitlements that are superior to clause 4.6.

4.7 Continuation of existing provisions

Existing customs and practices will continue as at present unless specifically varied by the terms of this Award.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Classification definitions

- 5.1.1 "Community teacher A" means any person who has completed an associate diploma course approved by the Director-General of Education, Training and Employment as an appropriate minimum qualification for employment as a community teacher A in Torres Strait Island schools or preschools or Aboriginal Community schools or preschools; or a course considered to be equivalent by the Director-General of Education, Training and Employment.
- 5.1.2 "Community teacher B" means any person who has completed a certificate course approved by the Director-General of Education, Training and Employment as an appropriate minimum qualification for employment as a community teacher B in Torres Strait Island schools or preschools or Aboriginal Community schools or preschools; or a course considered to be equivalent by the Director-General of Education, Training and Employment.
- 5.1.3 "Assistant teacher" means any person employed in a Torres Strait Island school or preschool or Aboriginal Community school or preschool to assist registered teachers and/or community teachers in classroom and related duties.

5.2 Salaries

- 5.2.1 The salaries prescribed in this Award are expressed in both fortnightly and annual rates. Fortnightly rates are minimum Award rates and annual amounts are shown for information purposes only.
- 5.2.2 The salaries of employees covered by this Award will not be less than the following:

	Per fortnight \$	Per annum \$
(a) Community Teachers A and B		
1st Step	1,558.50	40,660
2nd Step	1,631.20	42,556
3rd Step	1,704.70	44,474
4th Step	1,780.70	46,457
5th Step	1,857.10	48,450
6th Step	1,915.10	49,963
7th Step	1,973.50	51,487
(b) Assistant Teachers		
1st Step	1,504.10	39,240
2nd Step	1,538.00	40,125
3rd Step	1,571.50	40,999
4th Step	1,604.90	41,870

The above rates incorporate adjustments based upon the Department of Education Teachers' Certified Agreement 2003 (CA/2003/716).

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2011 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

5.3 Progression

5.3.1 Progression - community teacher A

- (a) A community teacher A in the first year of service will be appointed at Step 3 in Clause 5.2.2 (a)
- (b) Except as otherwise provided by this Award, progression from one salary step to a higher step will be by annual increment.

5.3.2 Progression - community teacher B

- (a) A community teacher B in the first year of service will be appointed at Step 1 in Clause 5.2.2 (a).
- (b) Except as otherwise provided by this Award, progression from one salary step to a higher salary step will be by annual increment.

5.3.3 *Progression - assistant teacher*

- (a) An assistant teacher in the first year of service will be appointed at Step 1 in Clause 5.2.2 (b).
- (b) Except as otherwise provided by this Award, progression from one salary step to a higher salary step will be by annual increment.
- (c) Upon completion of a recognised course of study other than a course qualifying a person for appointment as a community teacher A or B or a registered teacher, an assistant teacher will progress to the next salary step higher than the person's current salary step.

5.4 Transition

5.4.1 *Transition from assistant teacher to community teacher*

- (a) Upon completion of a course of study qualifying a person as a community teacher A or B, an assistant teacher will transfer to a salary step in the scale of salaries applicable to community teachers A and B, as provided in clause 5.2.2 (a).
- (b) Provided that for a person qualifying as a community teacher A, the appropriate commencing salary step be determined as follows:

	<i>Step on community teacher scale</i>
Under 2 years' experience as assistant teacher	3
2 but less than 4 years' experience as assistant teacher	4
4 but less than 6 years' experience as assistant teacher	5
6 but less than 8 years' experience as assistant teacher	6
8 or more years' experience as assistant teacher	7

- (c) Provided that for a person qualifying as a community teacher B, the appropriate commencing salary step be determined as follows:

	<i>Step on community teacher scale</i>
Under 2 years' experience as assistant teacher	1
2 but less than 4 years' experience as assistant teacher	2
4 but less than 6 years' experience as assistant teacher	3
6 but less than 8 years' experience as assistant teacher	4
8 but less than 10 years' experience as assistant teacher	5
10 but less than 12 years' experience as assistant teacher	6
12 or more years' experience as assistant teacher	7

5.4.2 *Transition to Teachers' Award - State*

- (a) Community teachers
 - (i) Upon completion of a course of study qualifying a person as a registered teacher, a community teacher A or B will transfer to a salary step under the Teachers' Award - State.

(ii) Provided that for the purpose of determining the appropriate band and step under the Teachers' Award - State, each completed year of service as a community teacher A or B will be considered equivalent to a completed year of service as a registered teacher.

(b) Assistant teacher

(i) Upon completion of a course of study qualifying a person as a registered teacher, an assistant teacher will transfer to a salary step under the Teachers' Award - State.

(ii) Provided that for the purpose of determining the appropriate band and step under the Teachers' Award - State, each 2 completed years of service as an assistant teacher will be considered equivalent to one completed year of service as a registered teacher.

5.5 Allowances

5.5.1 *Aboriginal and Islander community schools allowance* - In addition to the salaries and other allowances prescribed by this Award an allowance at the rate of \$34.20 per fortnight (\$892.00 per annum) will be paid to community teachers A and B in Torres Strait Islander schools and preschools and Aboriginal community schools and preschools.

5.5.2 *Head teacher allowance* - A community teacher or an assistant teacher who is the head teacher of a Torres Strait island primary school, will receive an allowance at the rate of \$204.90 per fortnight (\$5,346.00 per annum) in addition to the salary and other allowance as prescribed by this Award.

5.5.3 *Teacher-in-Charge: Torres Strait Island preschool* - A community teacher or an assistant teacher who is the teacher-in-charge of a Torres Strait Island preschool, will receive an allowance at the rate of \$99.50 per fortnight (\$2,596.00 per annum) in addition to salary and allowances, as prescribed by this Award.

5.5.4 *Education achievement allowances* - Assistant teachers who have successfully completed the training programs, other than courses qualifying them as community teachers A and B or registered teachers, will receive the following education achievement allowances:

Completion of 1st Course (2 semesters' duration)	\$21.70 per fortnight
Completion of 2nd Course (2 semesters' duration)	\$43.30 per fortnight
Completion of 3rd Course (1 semester duration).	\$64.30 per fortnight

5.5.5 *Study assistance*

(a) Community teachers A and B - A community teacher A or B who is accepted into a course of study to up-grade the teacher's qualifications to the level required for registration as a teacher with the Queensland College of Teachers will receive assistance from the employer in accordance with the Queensland Public Sector "Study and Research Assistance Scheme" (SARAS).

(b) Assistant teacher - An assistant teacher who is accepted into a course of study to up-grade the teacher's qualifications to community teacher status will receive assistance from the employer in accordance with the Queensland Public Sector "Study and Research Assistance Scheme" (SARAS).

5.5.6 *Divisions and Districts allowances* - The Division and District allowances as set by the Commission at rates as determined from time to time shall apply to employees whose rates of pay are set out in clause 5.2.2 (b) of this Award.

5.6 Superannuation

Subject to federal legislation, the employer must comply with superannuation arrangements prescribed in the *Superannuation (State Public Sector) Act 1990* (and associated Deed, Notice and Regulation).

Where federal legislation provides for choice of fund rights to an employee subject to this Award, and that employee fails to elect which superannuation fund to which employer contributions are directed, the employer will direct contributions to such fund as prescribed by the abovementioned Queensland legislation.

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, WEEKEND WORK

6.1 Hours of duty

6.1.1 The rostered duty time of a community teacher A or B or assistant teacher will be 25 hours per week.

6.1.2 Rostered duty time will commence no earlier than 8.30 a.m. and conclude no later than 3.30 p.m.

6.1.3 Rostered duty time will be continuous except for the meal break.

6.2 Meal break

A community teacher A or B or assistant teacher will be entitled to an uninterrupted meal break of 45 minutes between the hours of 9.30 a.m. and 2.00 p.m. which will not be considered as rostered duty time.

6.3 Rest pause

A community teacher A or B or assistant teacher will be entitled to a mid-morning rest pause of 10 minutes which will be considered as rostered duty time.

PART 7 - LEAVE OF ABSENCE

7.1 Annual leave

7.1.1 *When will a teacher take annual leave?*

A teacher will receive paid leave over scheduled school vacations.

7.1.2 *What is a teacher's entitlement to annual leave loading?*

(a) Where a full-time or part-time teacher has worked an entire school year, 4 weeks' annual leave loading will be paid in addition to the summer vacation pay.

(b) Where a teacher has worked less than a full school year that teacher will receive a proportional payment of the annual leave loading.

(c) The rate of the annual leave loading will be 17.5% of the teacher's current salary.

7.1.3 *What is a temporary teacher's entitlement to annual leave?*

(a) Where a temporary teacher is employed across a school vacation or on either side of a school vacation they will receive paid leave for the vacation period.

(b) A temporary teacher's access to annual leave is determined by the proportion of the year worked by the temporary teacher.

(c) A temporary teacher's entitlement to paid leave over the summer vacation may be effected by the proportion of paid leave received by the teacher over a school vacation period within a calendar year.

7.1.4 *What leave may be taken during school semesters?*

Unless another form of paid leave is approved, leave taken by teachers during school semesters will be unpaid leave.

7.2 Family leave

7.2.1 The provisions of the *Family Leave (Queensland Public Sector) Award - State 2012* (including carer's leave) apply and form part of this Award.

The entitlements to family leave include:

(a) Maternity leave;

(b) Spousal leave;

(c) Adoption leave;

(d) Surrogacy leave;

- (e) Part-time work;
- (f) Carer's leave;
- (g) Bereavement leave; and
- (h) Cultural leave.

The entitlements to paid family leave are prescribed in the Paid Parental Directive as issued and amended by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*.

7.3 Bereavement leave

7.3.1 Employees are granted bereavement leave on full salary on the death of a member of the teacher's immediate family or household

7.3.2 "Immediate family" includes:

The employee's spouse;

- A child, ex-nuptial child, step-child, adopted-child, foster child and ex-foster child of the employee;
- Parent, grandparent, grandchild, sister or brother of the employee and of the employee's spouse;
- Step-father, step-mother, half-brother, half-sister, step-brother and step-sister of the employee.

7.3.3 "Spouse" of an employee includes:

- A former spouse; and
- A *de facto* spouse, including a spouse of the same sex as the employee.

7.3.4 *Long-term casual employees*

(a) A long-term casual employee is entitled to at least 2 days' unpaid bereavement leave on the death of a member of the person's immediate family or household.

(b) A "long term casual employee" is a casual employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least one year immediately before the employee seeks to access an entitlement under clause 7.3.4.

7.3.5 The entitlements for bereavement leave are prescribed in the Bereavement Leave Directive as issued and amended by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*.

7.4 Sick leave

7.4.1 Sick leave (leave of absence on account of illness) on full salary will accumulate at the rate of 10 working days for each completed year of service and a proportionate amount for an incomplete year of service.

- (a) Leave may be taken for part of a day;
- (b) Entitlement to sick leave is conditional on the employee promptly notifying the employer of their absence and of its expected duration; and
- (c) An application for sick leave of more than 3 days is to be supported by a medical certificate or any other evidence that is acceptable to the employer.

7.4.2 The entitlements for sick leave are prescribed in the Sick Leave Directive as issued and amended by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*.

7.5 Long service leave

7.5.1 Employees who complete 10 years' continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.

7.5.2 After 7 years' continuous service employees are entitled to a proportionate payment (calculated on a *pro rata* basis for 7 years' continuous service) in specified circumstances relating to the termination of employment and parental leave.

7.5.3 The entitlements to long service leave are prescribed in the Long Service Leave Directive as issued and amended by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*.

7.6 Industrial relations education leave clause

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

7.6.2 Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year, approved by the chief executive (or delegated authority) of the agency, to attend industrial relations education sessions.

7.6.3 Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent). Such leave will be subject to consultation between the chief executive (or delegated authority) of the agency, the relevant Union and the employee.

7.6.4 Upon request and subject to approval by the chief executive (or delegated authority) of the agency, employees may be granted paid time off in special circumstances to attend management committee meetings, Union conferences, and ACTU Congress.

7.6.5 The granting of industrial relations education leave or any additional special leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the agency/work unit concerned. At the same time such leave will not be unreasonably refused. At the discretion of the chief executive of the agency/public sector unit concerned, public sector employees may be granted special leave without pay to undertake work with their Union. Conditions outlined in the Special Leave Directive that provide for the employees' return to work following unpaid leave will be met.

7.7 Jury service

(a) An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.

(b) Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.

(c) Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.

(d) If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.

(e) "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

8.1 Transfer and appointment expenses

These are the expenses that may be paid on behalf of an eligible employee when appointed or transferred from one centre to another, including:

- the conveyancing of self, family and effects to the centre to which the teacher is transferred;
- board and lodging;
- other items of expenditure related to taking up duty

and are prescribed in the Transfer and Appointment Expenses Directive as issued and amended by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*.

8.2 Travelling and relieving expenses

8.2.1 An eligible employee who is required to:

(a) travel on official duty; or

(b) to take up duty away from the employee's usual place of work to relieve another employee or to perform special duty,

is allowed actual and reasonable expenses or allowances for accommodation, meals and incidental expenses necessarily incurred by the employee.

8.2.2 These are prescribed in the Travelling and Relieving Expenses Directive as issued and amended by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Professional development and training

9.1.1 *Professional development*

Quality professional development and training is essential for employees to maintain appropriate skill levels and to respond efficiently and effectively to the changes in the workplace.

Professional development and training is an essential component of school-based management. The provision of quality professional development and training will assist all staff in efficiently and effectively responding to the challenges of Queensland school-based management.

9.1.2 *Responsibility for professional development and training*

The responsibility for professional development and training will be shared between the individual and the Department.

9.1.3 *Undertaking professional development and training?*

Teachers will be involved in an annual program of professional development and training.

This may comprise activities scheduled for pupil free days, programs during rostered duty time (with appropriate relief arrangements) and activities voluntarily undertaken outside rostered duty time.

9.1.4 *Types of professional development and training*

Teachers will undertake professional development and training to implement new syllabuses produced by the Queensland Studies Authority.

The incorporation of information technology in the classroom teaching and learning program will be a focus for professional development activity by teaching staff and the department.

9.1.5 *Approval of professional development and training*

Approval for professional development will be granted by:

- for teachers at a school - by the principal;
- for teachers based at the regional office - by the regional director;
- for teachers based at central office or other administrative centre - by the relevant manager/director.

PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

No provision inserted in this Award relevant to this Part.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

Clauses 11.1 and 11.2 replicate legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to Sections 366, 372 and 373 of the Act as amended from time to time.

11.1 Right of entry

11.1.1 Authorised industrial officer

- (a) An "Authorised industrial officer" is any Union official holding a current authority issued by the Industrial Registrar.
- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.

11.1.2 Entry procedure

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
 - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
 - (ii) shows their authorisation upon request.
- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

11.1.3 Inspection of records

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
 - (i) is ineligible to become a member of the Union; or
 - (ii) has made a written request to the employer that they do not want their record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

11.1.4 Discussions with employees

An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the Union:

- (a) matters under the Act during working or non-working time; and
- (b) any other matter with a member or employee eligible to become a member of the Union, during non-working time.

11.1.5 Conduct

An authorised industrial officer must not unreasonably interfere with the performance of work in exercising a right of entry.

11.2 Time and wages record

11.2.1 An employer must keep, at the place of work in Queensland, a time and wages record that contains the following particulars for each pay period for each employee, including apprentices and trainees:

- (a) the employee's award classification;
- (b) the employer's full name;
- (c) the name of the award under which the employee is working;
- (d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
- (e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;
- (f) the gross and net wages paid to the employee;
- (g) details of any deductions made from the wages; and
- (h) contributions made by the employer to a superannuation fund

11.2.2 *The time and wages record must also contain:*

- (a) the employee's full name and address;
- (b) the employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the employee;
- (d) the date when the employee became an employee of the employer;
- (e) if appropriate, the date when the employee ceased employment with the employer; and
- (f) if a casual employee's entitlement to long service leave is worked out under section 47 of the Act the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department of Justice and Attorney-General, in accordance with section 371 of the Act or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

11.2.5 Consistent with the Attendance - Recording and Reporting Requirements (including Public Holidays) Directive issued by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008* a chief executive may specifically exempt those employees who have been, or who are a class of office from a system for recording starting and finishing times, meal breaks and absences from duty.

11.3 Union encouragement

11.3.1 The parties recognise the right of individuals to join a Union and will encourage that membership. However, it is also recognised that Union membership remains at the discretion of individuals.

11.3.2 An application for Union membership and information on the relevant Union/s will be provided to all employees at the point of engagement.

11.3.3 Information on the relevant Union/s will be included in induction materials.

11.3.4 Union representative/s will be provided with the opportunity to discuss Union membership with new employees.

11.3.5 Where requested by public sector Unions, agencies and public sector units will provide payroll deduction facilities for union subscriptions.

11.4 Function of union workplace delegates

11.4.1 *Role of union workplace delegates*

Union delegates undertake a constructive role in the workplace in relation to Union activities that support and

assist members.

The role of Union workplace delegates is formally recognised, accepted and supported.

11.4.2 *Access to Union workplace delegates and Union officials*

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

11.4.3 *Union workplace delegates to have access to communication methods and facilities*

- (a) Provided that service delivery is not disrupted and work requirements are not unduly affected, delegates will be provided convenient access to means of communication and facilities for the purpose of undertaking Union activities.
- (b) It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.
- (c) Access to facilities will be provided for activities such as involvement in workplace negotiations and participation in joint ventures. Access to such facilities for other Union business will be at cost except that under no circumstances will access be available for the furtherance of industrial action.

11.4.4 *Timing of Union meetings and Union activities*

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

11.4.5 *Union representatives may have leave to attend trade union meetings*

Union representatives will be granted leave to attend relevant trade union meetings, seminars and other forums based upon departmental convenience and existing guidelines for such leave.

11.4.6 *Union representatives to have access to management*

Union representatives will be granted timely access to administration personnel responsible for decisions affecting Union members.

11.5 Award posting

A true copy of this Award will be exhibited in a conspicuous and convenient place on the premises of the employer so as to be easily read by employees.

Dated 14 June 2012.

By the Commission,
[L.S.] G.D. SAVILL,
Industrial Registrar.

Operative Date: 14 June 2012