

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 698 - reprint of award

PRINCIPALS' AWARD - NON-GOVERNMENTAL SCHOOLS - STATE 2002

Pursuant to s. 698 of the *Industrial Relations Act 1999* Principals' Award - Non-Governmental Schools - State 2002 with all amendments as at 10 December 2009, is hereby reprinted.

I hereby certify that the Award contained herein is a true and correct copy of the Principals' Award - Non-Governmental Schools - State 2002 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill
Industrial Registrar

PRINCIPALS' AWARD - NON-GOVERNMENTAL SCHOOLS - STATE 2002

PART 1 - APPLICATION AND OPERATION

1.1 Title

This Award is known as the Principals' Award - Non-Governmental Schools - State 2002.

1.2 Arrangement

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NOTE: No provisions inserted in this Award relevant to this Part

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No provisions inserted in this Award relevant to this Part.

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1.3 Award coverage

Subject to clause 1.4, this Award shall apply to the following employing authorities, and to all Principals employed by such employing authorities within the State of Queensland:

- (a) The Aboriginal and Torres Strait Islander Independent Community School Brisbane.
- (b) The Islamic School of Brisbane.
- (c) The Wadja Wadja Aboriginal Corporation for Education.

1.4 Exemptions from Award coverage

- 1.4.1 This Award shall not apply to Principals who, as a condition of their employment, have the autonomous right to hire and dismiss teachers.
- 1.4.2 This Award shall not apply to Principals who are in Holy Orders or who are members of a recognised religious teaching order.

1.5 Parties bound

This Award is legally binding upon the employees as prescribed by clause 1.3 and their employers, and the Union and its members.

1.6 Date of operation

This Award takes effect from 23 December 2002.

1.7 Conditions not to be reduced

Nothing in this Award shall be deemed or construed to reduce the conditions (including salary) any Principal was receiving prior to the date of coming into operation of this Award.

1.8 Definitions

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

1.8.2 "Commission" means the Queensland Industrial Relations Commission.

1.8.3 "Union" means the Queensland Independent Education 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

The parties to this Award are committed to ongoing and positive cooperation to increase the efficiency and productivity of the industry covered by this Award and to enhance the career opportunities and job security of Principals in the industry.

Measures raised by the parties for consideration consistent with the objectives of clause 3.1 will be processed through a consultative mechanism and procedure.

3.2 Grievance and dispute settling procedure

In the event of any dispute arising between an employing authority and the Principal/s such dispute shall be dealt with in the manner prescribed by clause 3.2. While the procedure set out hereunder is being followed normal work shall continue except in the case of a genuine health and/or safety issue.

3.2.1 The matter in dispute shall in the first instance be raised by the Principal/s for discussion with the relevant senior manager or nominee. Such discussions should take place as soon as possible after the request by the Principal or the Principal's representative.

3.2.2 If the matter is not resolved it shall then be dealt with by the Principal/s or the chosen representative of the Principal/s or the Union and the relevant employing authority or nominee.

3.2.3 Should the matter remain unresolved either party may refer the matter to the Commission for resolution.

3.2.4 Any order of the Commission (subject to the parties right of appeal under the Act) will be final and binding on all parties to the dispute.

3.2.5 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed, without prejudice to the position of any party.

3.2.6 Discussions at any stage of the procedure shall not be unreasonably delayed by any party, subject to acceptance that some matters may be of such complexity or importance that it may take a reasonable period of time for the appropriate response to be made. If genuine discussions are unreasonably delayed, or hindered it shall be open to any party to give notification of the dispute to the Commission.

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

4.1 Role description

The employing authority shall provide a Principal on appointment with a role description which sets out the key functions, result areas and responsibilities of that role.

4.2 Terms of engagement

The employing authority shall provide a Principal on appointment with a contract stating, *inter alia*, the rate of salary as at appointment and other conditions of employment.

4.3 Contracts

This Award shall prevail over any contract of employment to the extent of any inconsistency.

4.4 Termination of employment

4.4.1 Either party will give 3 months' notice of the termination of employment. This period of notice will not apply to any Principal dismissed for gross misconduct.

4.4.2 In lieu of the notice period prescribed in clause 4.4.1, salary equivalent to the notice not given may be paid, or withheld from salary due to the Principal, as the case may be.

4.5 Continuity of service - transfer of calling

In cases where a transfer of calling occurs, continuity of service should be determined in accordance with sections 67-71 of the Act as amended from time to time.

4.6 Anti-discrimination

4.6.1 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 amended from time to time, which includes:

- (a) discrimination on the basis of sex, marital status, family responsibilities, pregnancy, parental status, age, race, impairment, religion, political belief or activity, trade union activity, lawful sexual activity and association with, or relation to, a person identified on the basis of any of the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

4.6.2 Accordingly, in fulfilling their obligations under the grievance and dispute settling procedure in clause 3.2, the parties to this Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.

4.6.3 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.

4.6.4 Nothing in clause 4.6 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 Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Classification of schools

5.1.1 Schools with primary or secondary student enrolment

- (a) A Level 7 school shall mean a primary school with an enrolment of between 801 and 1200 students or secondary school with an enrolment of between 651 and 1200 students.

- (b) A Level 6 school shall mean a primary school with an enrolment of between 451 and 800 students or a secondary school with an enrolment of between 351 and 650 students.
- (c) A Level 5 school shall mean a primary school with an enrolment of between 301 and 450 students or a secondary school with an enrolment of up to 350 students.
- (d) A Level 4 school shall mean a primary school with an enrolment of between 201 and 300 students.
- (e) A Level 3 school shall mean a primary school with an enrolment of between 101 and 200 students.
- (f) A Level 2 school shall mean a primary school with an enrolment of between 26 and 100 students.
- (g) A Level 1 school shall mean a primary school with an enrolment of between 1 and 25 students.

5.1.2 *Schools with a combination of primary and secondary student enrolment*

Notwithstanding the provisions of clauses 5.1.1(a) to (g), a Principal appointed to a school with a combination of Primary and Secondary student enrolment shall be appointed to the classification level applicable to a Secondary school. That is, the total enrolment of the school (primary and secondary) shall constitute the total enrolment figure for classification within the Secondary school classification range.

5.2 **Salary and related matters**

The minimum fortnightly salary payable to Principals shall be as follows:

	Pay Point 1 \$
Level 7	2,672.10
Level 6	2,543.30
Level 5	2,429.50
Level 4	2,330.80
Level 3	2,242.70
Level 2	2,154.70
Level 1	2,075.30

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2009 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, Queensland workplace 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 **Determination of classification level**

- 5.3.1 A Principal shall, on appointment at a school, be paid at the classification level applicable at the time of appointment.
- 5.3.2 Notwithstanding the provisions of clause 5.3.1, a Principal may be paid at a higher rate by agreement between the Principal and the employer.
- 5.3.3 Notwithstanding the provisions of clause 5.3.1, if the school's enrolment increases or decreases such that the school's enrolment is either 10% above or 10% below the enrolment required for the school's current classification and the enrolment of the school remains at this level for greater than 12 months, then the Principal's salary shall be adjusted in accordance with the school's new classification.
- 5.3.4 Enrolment levels for salary purposes shall be those taken for the Commonwealth School Census for the year prior to the operating year.

5.4 **Annual and proportionate payments**

- 5.4.1 A Principal who has worked (or who has been granted leave by the employing authority) for each day of the standard school year with a particular employing authority shall be paid as for a full calendar year commencing

on 1 January, provided that no more than one month's leave without pay shall be counted towards the calculation of the employee's length of service for the purposes of clause 5.4.1.

- 5.4.2 A Principal who worked for less than a standard school year, shall be paid the proportion of the annual salary of that year that the Principal's service, excluding school vacations, bears to a standard school year. Such payment shall be made either on termination or at the commencement of the midsummer vacation, as the case may be.
- 5.4.3 The proportion of salary referred to in clause 5.4.2 shall be calculated on the salary which the Principal was receiving immediately before cessation of employment or immediately before the commencement of the mid summer vacation, as the case may be.
- 5.4.4 A standard school year shall be deemed for the purposes of clause 5.4, to be 40 weeks in a secondary school, 40 weeks in a secondary department of a primary school and 41 weeks in a primary school excluding any secondary department.

5.5 Payment of salaries

Except where otherwise agreed between the employing authority and the Principal, the payment of salary shall be made fortnightly by electronic funds transfer into an account/s nominated by the Principal.

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

NOTE: No provisions inserted in this Award relevant to this Part

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave loading

- 7.1.1 A Principal who has worked (or who has been granted leave by the employing authority) for each day of the standard school year with a particular employing authority shall receive an annual leave loading equivalent to 17.5% of 4 weeks' salary:

Provided that no more than one month's leave without pay shall be counted towards the calculation of the employee's length of service for the purposes of clause 7.1.1.

- 7.1.2 A Principal who commences employment after the beginning of the school year and who teaches to the end of the school year, shall be paid the proportion of the annual leave loading prescribed in clause 7.1.1 that the Principal's service (excluding school vacations) bears to a standard school year.
- 7.1.3 A Principal who resigns, having given the prescribed notice in writing, or whose services are terminated by the employing authority for some reason or reasons other than misconduct and who has worked for less than a full school year, shall be paid the proportion of the annual leave loading prescribed in clause 7.1.1 that the Principal's service (excluding school vacations) bears to a standard school year.
- 7.1.4 The loading prescribed in clauses 7.1.1, 7.1.2 and 7.1.3 shall be calculated upon the salary which the Principal was receiving immediately before cessation of employment or immediately before the commencement of the midsummer vacation, as the case may be.
- 7.1.5 The full amount of the loading prescribed by clauses 7.1.1, 7.1.2 and 7.1.3 shall be paid to the Principal at the commencement of the midsummer vacation or prior to the date of cessation of employment, as the case may be.
- 7.1.6 A standard year shall be deemed for the purposes of clause 7.1 to be 40 weeks in a secondary school or secondary department of a primary school and 41 weeks in a primary school excluding the secondary department.

7.2 Public holidays

- 7.2.1 A Principal shall be entitled to a holiday on the following days:

- New Year's Day
- Australia Day
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day
- Labour Day
- The Queen's Birthday
- Christmas Day

- Boxing Day

or day appointed under the *Holidays Act 1983* in lieu of the above days.

7.2.2 In addition a Principal shall be entitled to a holiday on the day appointed under the *Holidays Act 1983* as a holiday in relation to the agricultural, horticultural or industrial show for that city, town or district.

7.2.3 In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

7.3 Leave without pay

7.3.1 Any Principal who is granted leave of absence without pay to obtain further experience, training, or qualifications, or who is granted special leave (e.g. under the Family Leave Award) shall not lose continuity of service for salary, sick and long service leave purposes.

7.3.2 The period of leave shall not by reason only of clause 7.3 be taken into account in calculating the period of service of the Principal.

7.4 Sick leave

7.4.1 Entitlement

(a) Every employee is entitled to 8 days' sick leave for each completed year of their employment with their employer.

(b) This entitlement will accrue at the rate of one day's sick leave after each 6 weeks of employment.

"Day" means 1/5th of the ordinary hours the employee worked in a week averaged over each preceding 6 weeks of employment with the employer.

(c) Payment for sick leave will be made based on the number of hours which would have been worked if the employee were not absent on sick leave.

(d) Sick leave may be taken for part of a day.

(e) Sick leave shall be cumulative, but unless the employer and employee otherwise agree, no employee shall be entitled to receive, and no employer shall be bound to make, payment for more than 13 weeks' absence from work through illness in any one year.

7.4.2 Employee must give notice

The payment of sick leave is subject to the employee promptly advising the employer of the employee's absence and its expected duration.

7.4.3 Evidence supporting a claim

When the employee's absence is for more than 2 days the employee is required to give the employer a doctor's certificate, or other reasonably acceptable evidence to the employer's satisfaction, about the nature and approximate duration of the illness.

7.4.4 Accumulated sick leave

An employee's accumulated sick leave entitlements are preserved when:

(a) The employee is absent from work on unpaid leave granted by the employer;

(b) The employer or employee terminates the employee's employment and the employee is re-employed within 3 months;

(c) The employee's employment is terminated because of illness or injury and the employee is re-employed by the same employer without having been employed in the interim.

The employee accumulates sick leave entitlements whilst absent from work on paid leave granted by the employer.

7.4.5 Workers' compensation

Where an employee is in receipt of workers' compensation, the employee is not entitled to payment of sick leave.

7.5 Bereavement leave

7.5.1 An employee on the death of a member of their immediate family or household in Australia is entitled to paid bereavement leave up to and including the day of the funeral of such person. Such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in 2 ordinary days of work. Proof of such death is to be furnished by the employee to the satisfaction of the employer.

7.5.2 The term "immediate family" includes:

- (a) a spouse (including a former spouse, a *de facto* spouse and a former *de facto* spouse, spouse of the same sex) of the employee; and
- (b) child or an adult child (including an adopted child, a foster child, an ex-foster child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee.

7.5.3 An employee with the consent of the employer, may apply for unpaid leave when a member of the employee's immediate family or household in Australia dies and the period of bereavement leave entitlement provided above is insufficient.

7.6 Family leave

The provisions of the Family Leave Award apply to and are deemed to form part of this Award.

7.6.1 It is to be noted that:

- (a) part-time work can be performed by agreement in the circumstances specified in the Family Leave Award;
- (b) a copy of the Family Leave Award is required to be displayed in accordance with section 697 of the Act.

7.6.2 The Family Leave Award also provides for the terms and conditions of leave associated with:

- (a) Maternity leave
- (b) Parental leave
- (c) Adoption leave
- (d) Special responsibility leave for the care and support of the employee's immediate family or household.

7.7 Long service leave

All employees covered by this Award are entitled to long service leave on full pay under, subject to, and in accordance with, the provisions of Chapter 2, Part 3, sections 42-58 of the Act as amended from time to time.

7.8 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 Travelling allowance

Where a Principal is required to travel in the course of employment, the employing authority shall meet all reasonable costs associated with that travel.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training

9.1.1 The parties to this Award recognise that in order to increase the efficiency and productivity of the enterprise and also the national and international competitiveness of the industries covered by this award, a greater commitment to training and skill development is required. Accordingly, the parties commit themselves to:

- (a) developing a more highly skilled and flexible workforce;
- (b) providing employees with career opportunities through appropriate training to acquire additional skills; and
- (c) removing barriers to the use of skills acquired.

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

No provisions 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) is a party to a QWA or ancillary document, unless the employee has given written consent for the records to be inspected; or
 - (iii) has made a written request to the employer that the employee does not want that employee's 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 Industrial Relations, in accordance with section 371 of the Act or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

11.3 Union encouragement

Clause 11.3 gives effect to section 110 of the Act in its entirety. Consistent with section 110 a Full Bench of the Commission has issued a Statement of Policy on Union Encouragement (reported 165 QGIG 221) that encourages an employee to join and maintain financial membership of the Union.

11.3.1 Documentation to be provided by employer

At the point of engagement, an employer to whom this Award applies shall provide employees with a document indicating that a Statement of Policy on Union Encouragement has been issued by the Commission, a copy of which is to be kept on the premises of the employer in a place readily accessible by each employee.

The document provided by the employer shall also identify the existence of a Union encouragement clause in this Award.

11.3.2 Union delegates

Union delegates and job representatives have a role to play within a workplace. The existence of accredited Union delegates and/or job representatives is encouraged.

The employer shall not unnecessarily hinder accredited Union delegates and/or job representatives in the reasonable and responsible performance of their duties.

11.3.3 Deduction of union fees

Where arrangements can be entered into, employers are encouraged to provide facilities for the deduction and remittance of Union fees for employees who signify in writing to their employer, their desire to have such membership fees deducted from their wages.

Dated 23 October 2002.

By the Commission,
[L.S.] E. EWALD,
Industrial Registrar.

Operative Date: 23 December 2002