

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**TEACHERS' AWARD - NON-GOVERNMENTAL SCHOOLS 2003**

Pursuant to s. 698 of the *Industrial Relations Act 1999*, the Teachers' Award - Non-Governmental Schools 2003 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 Teachers' Award - Non-Governmental Schools 2003 as at 10 December 2009.

Dated 10 December 2009.

G.D. Savill  
Industrial Registrar

**TEACHERS' AWARD - NON-GOVERNMENTAL SCHOOLS 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Teachers' Award - Non-Governmental Schools 2003.

**1.2 Arrangement**

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### **1.3 Application of Award**

Except as hereinafter provided, this Award shall apply to all Teachers employed in non-governmental schools in Queensland but shall not apply to such Teachers as are in Holy Orders, or are members of a recognised religious teaching order.

This Award shall not apply to persons who, at a personal interview with an Industrial Magistrate, at which no other person shall be present, satisfy such Industrial Magistrate that they wish to teach in any particular school from religious motives, and who receive from the Industrial Magistrate a certificate in the appended form.

No certificate of exemption shall be granted for a period exceeding one Year but may be renewed on application from time to time for a further period not exceeding one Year.

A copy of the certificate shall be forwarded to the Industrial Registrar (and shall be available for inspection by the Queensland Independent Education Union of Employees) and to the Chief Inspector.

### **1.4 Date of operation**

This Award takes effect from 1 December 2003.

### **1.5 Parties bound**

This Award is binding upon the employees as prescribed by clause 1.3 and their employers, and the Queensland Independent Education Union of Employees and its members.

### **1.6 Definitions**

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

1.6.2 "Advanced Skills Teacher" (AST) means an employee appointed as such who is an outstanding classroom practitioner who consistently demonstrates a commitment to excellence in teaching and who is committed to professional development.

The Advanced Skills Teacher shall have the following primary objectives:

- \* To utilise exemplary strategies and processes in curriculum areas that provide the optimum program delivery for students within a framework of the values and ethos of the schools/systems that are parties to this Award.
- \* To assist in interpreting, adapting and applying curriculum programs to the classroom setting and to teach, model and demonstrate program components.
- \* To contribute significantly to the enhancement of the teaching profession.

1.6.3 "Approved" used in relation to course, diploma, degree, or university, means a course, diploma, degree or university acceptable to or recognised by the Director-General of Education (Queensland) for similar qualifying purposes in respect of Teachers employed by the Department of Education (Queensland).

1.6.4 "Average Enrolment" means the average of the gross number of pupils enrolled during the several terms of the school Year in the "Secondary Department" of a school, or in the case of a school in which there is not a recognised "Secondary Department" in Junior and Senior classes.

1.6.5 "Commission" means the Queensland Industrial Relations Commission.

- 1.6.6 "Duty" includes all tasks related to the educational development of students and tasks concerned with the maintenance of good order and behaviour.

Such tasks include class and group teaching and instruction; conducting excursions for instruction in school curriculum during school hours; setting and correcting assignments, tests, laboratory work, and examination papers; supervision of tests and examinations conducted in connection with the school curriculum; evaluating and assessing students' work; care of laboratories and their equipment; compiling mark registers; compiling syllabuses and work books; giving written reports on students' work and progress; and supervising students detained for punishment.

In the case of Resident Teachers "Duty" also means any supervision or other tasks in connection with the boarding establishment of the particular school required of the Resident Teacher the school authority.

- 1.6.7 "Extra-Curricular Duties" includes the supervision of school sports, clubs within the school, cadet training, and other like duties.

Such duties shall be voluntary and honorary and shall be arranged by agreement between the Teachers and the school authority.

- 1.6.8 "4 Year Trained Teacher" means a person appointed as a Teacher who holds an Approved degree from a recognised tertiary education institution or an Approved equivalent tertiary qualification plus at least one Year of Teacher education or such other qualifications recognised by the Employer as equivalent to one Year of Teacher education.

- 1.6.9 "Primary Department" means the Primary Department of a Secondary School.

- 1.6.10 "Primary School" means any school not under the direct control of the Department of Education which provides primary education. There may be attached to it a Secondary Department.

- 1.6.11 "Resident Teacher" means any Teacher other than the headmaster/headmistress or principal who is provided with board and residence by the school authority which employs that person as a Teacher.

- 1.6.12 "Secondary Department" means the Secondary Department of a Primary School.

- 1.6.13 "Secondary School" means any school not under direct control of the Department of Education (Queensland) which prepares candidates for the Junior Certificate and/or the Senior Certificate as issued by the Queensland Studies Authority or comparable examinations of educational standard.

- 1.6.14 "Subject Co-ordinator" means a Teacher appointed as such by the controlling authority of the school, and who is responsible for:

- (a) prescription of the subject or subject area syllabus with special attention to grading and progression;
- (b) planning of programmes for year and term;
- (c) arrangement of subject discussions and demonstrations;
- (d) general guidance of Teachers of the subject with particular attention to young Teachers;
- (e) enrichment of other modification of subject prescription to suit student groups;
- (f) conduct of examinations and the planning or organising of a programme of continuous assessment in the subject;
- (g) ordinary maintenance of books and equipment;
- (h) direction of remedial work in the subject.

- 1.6.15 "Teacher" means and includes any employee other than the headmaster/headmistress or principal, who is ordinarily engaged in teaching full-time or part time on the staff of a school.

The term also includes any Teacher engaged in giving class instruction in physical education, commercial subjects, home science, agricultural subjects, art, music, manual training subjects or such other subjects Approved by the Board of Secondary School Studies.

The term also includes Teachers who are seconded to the following organisations:

- (a) The Catholic Education Office (Archdiocese of Brisbane);
- (b) The Catholic Education Offices (Dioceses of Toowoomba, Cairns, Townsville, and Rockhampton), The Queensland Catholic Education Office;
- (c) The Association of Independent Schools of Queensland; and The Board of Secondary Schools Studies.

1.6.16 "3 Year Trained Teacher" means a person appointed as a Teacher with 3 Years of Teacher education or such other qualifications as may be recognised by the Employer for this purpose.

1.6.17 "Union" means the Queensland Independent Education Union of Employees.

1.6.18 "Year" used in relation to an Approved university course or an Approved course at a Queensland Institute of Technology or a comparable institution means the subject requirements specified for a Year of a full-time course or an equivalent number or point value of subjects which are relevant to subjects being taught.

1.6.19 "Year of Service" for the purpose of assessing the salary payable to a Teacher shall be determined with due regard to their qualifications and years of service in a capacity equivalent to the particular category of Teacher in a school or schools to which this Award applies, in a school or schools controlled by the Department of Education (Queensland), and such other teaching service as the employing school might recognise.

## **1.7 Leave reserved**

1.7.1 The "exemption provision" in clause 1.3 and Schedule 1

## **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 Consultation**

3.1.1 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 employees in the industry.

3.1.2 At each school or school systems the employer, the employees and the Union commit themselves to establishing a consultative mechanism and procedures, where such do not exist, appropriate to the size, structure and needs of the school or system. Measures raised by the parties for consideration consistent with the objectives of clause 3.1.1 shall be processed through that consultative mechanism and procedures.

### **3.2 Grievance and dispute settling procedure**

The matters to be dealt with in this procedure shall include all grievances or disputes between an employee and an employer in respect to any industrial matter and all other matters that the parties agree on and are specified herein. Such procedures shall apply to a single employee or to any number of employees.

3.2.1 In the event of an employee having a grievance or dispute the employee shall in the first instance attempt to resolve the matter with the immediate supervisor, who shall respond to such request as soon as reasonably practicable under the circumstances. Where the dispute concerns alleged actions of the immediate supervisor the employee/s may bypass this level in the procedure.

3.2.2 If the grievance or dispute is not resolved under clause 3.2.1, the employee or the employee's representative may refer the matter to the next higher level of management for discussion. Such discussion should, if possible,

take place within 24 hours after the request by the employee or the employee's representative.

- 3.2.3 If the grievance involves allegations of unlawful discrimination by a supervisor the employee may commence the grievance resolution process by reporting the allegations to the next level of management beyond that of the supervisor concerned. If there is no level of management beyond that involved in the allegation the employee may proceed directly to the process outlined at clause 3.2.5.
- 3.2.4 If the grievance or dispute is still unresolved after discussions mentioned in clause 3.2.2, the matter shall, in the case of a member of the Union, be reported to the relevant officer of the Union and the senior management of the employer or the employer's nominated industrial representative. An employee who is not a member of the Union may report the grievance or dispute to senior management or the nominated industrial representative. This should occur as soon as it is evident that discussions under clause 3.2.2 will not result in resolution of the dispute.
- 3.2.5 If, after discussion between the parties, or their nominees mentioned in clause 3.2.4, the dispute remains unresolved after the parties have genuinely attempted to achieve a settlement thereof, then notification of the existence of the dispute is to be given to the Commission in accordance with the provisions of the Act.
- 3.2.6 Whilst all of the above procedure is being followed, normal work shall continue except in the case of a genuine safety issue.
- 3.2.7 The *status quo* existing before the emergence of the grievance or dispute is to continue whilst the above procedure is being followed.
- 3.2.8 All parties to the dispute shall give due consideration to matters raised or any suggestion or recommendation made by the Commission with a view to the prompt settlement of the dispute.
- 3.2.9 Any Order or Decision of the Commission (subject to the parties' right of appeal under the Act) will be final and binding on all parties to the dispute.
- 3.2.10 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 in accordance with the provisions of the Act.

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

##### **4.1 Employment categories**

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

Employment categories are:

- (a) full-time;
- (b) part-time (as prescribed in clause 4.2);
- (c) job share (as prescribed in clause 4.3);
- (d) casual (as prescribed in clause 4.4); or
- (e) fixed term (as prescribed in clause 4.5)

##### **4.2 Part-time Teachers**

- 4.2.1 The rate of payment for part-time Teachers shall be calculated in accordance with clauses 4.2.1(a) and (b):
  - (a) By dividing the fortnightly rate of salary prescribed by this Award for a Teacher of equivalent teaching experience and academic qualification by 53 and adding thereto a casual loading of 23 %. No payment shall be made to such part-time Teachers for public holidays, school vacation periods or days absent from Duty because of illness or any other reason.
  - (b) By dividing the fortnightly rate of salary prescribed by the Award for a Teacher of equivalent teaching experience and academic qualification by 53. Part-time Teachers employed in accordance with clause 4.2.1(b) shall accrue a *pro rata* entitlement to sick leave and vacation periods based on the average weekly hours of employment.

- 4.2.2 A part-time Teacher in Secondary Schools and in Secondary Departments of Primary Schools shall be allowed time for corrections, assessments or evaluations at the school not less than at the rate of one hour for every 5 hours of teaching time. This time shall be paid in accordance with the scale of salaries prescribed in Part 5.
- 4.2.3 No part-time Teacher shall be employed in one school for more than 16 hours of actual teaching per week or if employed in more than one school be actually engaged in teaching for an aggregate time in excess of 19 hours.
- 4.2.4 The provisions of clauses 5.1, 5.2 and 5.5 shall apply to part-time Teachers:

Provided that a part-time Teacher shall be deemed to have completed a Year of Service, for the purpose of clause 4.2 only, when the aggregate amount of time paid for is 1,000 hours.

- 4.2.5 Payment shall be made at the prescribed rate to a part-time Teacher whose class or classes are not available unless notice has been given to the part-time Teacher of the unavailability of such class or classes on the preceding school day.

### **4.3 Job share**

- 4.3.1 "Job share" is defined as a mode of employment where the duties, responsibilities and benefits of an employment classification contained in this Award is shared between 2 employees.
- 4.3.2 A request may be made by an existing Teacher to share the position the Teacher is currently holding. The request must be made to the employer and must identify the proposed division of the position. If the request is accepted by the employer:
- (a) The parties to the proposal must negotiate a mutually suitable division of the work, and;
  - (b) The residual position must be advertised.
- 4.3.3 A position subject to the job share arrangements as prescribed by clause 4.3, is not regarded as a fixed term arrangement but rather continues for an indefinite period.
- 4.3.4 The salaries paid to job share participants shall be in accordance with the scale of salaries prescribed in Part 5 based on the percentage division of the work.
- 4.3.5 Employees subject to the job share arrangement prescribed by clause 4.3 shall be entitled to *pro rata* benefits of such leave, vacation periods, public holidays and all other accrued benefits to full-time employees based on the percentage division of the work.
- 4.3.6 If a participating Teacher is unable to attend for Duty because of illness, the other participant *may* be offered the day(s) work by the employer. If the offer is accepted by the participant, the Teacher shall be paid as a casual employee as prescribed by clause 4.4 for the relevant period.
- 4.3.7 Should either participating employee leave the employment of the school, the remaining employee may be offered the residue of employment. If this offer is not accepted by the remaining participant, the provisions of clause 4.3.2 shall be followed.
- 4.3.8 The number of job share positions offered in any school shall not exceed one to 7 or fraction of 7 full-time Teachers employed by the same employer in the same school.

### **4.4 Casual Teachers**

- 4.4.1 A casual Teacher shall be employed on an intermittent basis to relieve a Teacher absent from Duty or to meet a short term staffing need.
- 4.4.2 A casual Teacher shall be employed for a minimum period of 3 hours and a maximum period of 5 days of teaching in respect of any one engagement. There shall be a minimum payment of 3 hours for each day so employed.
- 4.4.3 Where Teachers are required to perform duties over and above their classroom teaching duties, they shall be remunerated in accordance with clause 4.2.1(a).
- 4.4.4 Remuneration for a casual Teacher shall be based on the scale of salaries prescribed in Part 5 in accordance with the formula contained in clause 4.2.1(a).
- 4.4.5 Casual Teachers in Secondary Schools and in Secondary Departments of Primary Schools will be paid for preparation and correction time in accordance with clause 4.2.2. Casual Teachers will not receive such payment in respect of the first 2 days of any one engagement.

4.4.6 The provisions of clause 4.2.4 relating to salary increments shall apply provided that 1,200 hours shall be substituted for 1,000 hours.

#### **4.5 Fixed term appointment**

4.5.1 "Fixed Term Appointee" is defined as a Teacher appointed by the school to accommodate an identifiable short term need. Without limiting the application of the foregoing, an identifiable short term need could include:

- (a) Special projects
- (b) Proposed closure of a school
- (c) Special Government grants
- (d) Filling the position of a specified Teacher who is on nominated leave from the school
- (e) Filling the position of a Teacher arising from a resignation, where such position is declared vacant and no suitable permanent Teacher is available:

4.5.2 Fixed term appointees will be employed for a period no greater than 12 months and shall not be regarded as probationary Teachers:  
Provided that if the identifiable short term need exists after the 12 month period, the fixed term appointment may be re-negotiated.

4.5.3 Any agreement reached between a school and an individual Teacher as prescribed by clause 4.5 shall be in writing, signed by both parties, and shall clearly identify the terms, conditions and specific duration of the appointment.

4.5.4 Fixed term appointees shall be paid salary in accordance with the scale of salaries prescribed in Part 5.

#### **4.6 Incidental and peripheral tasks**

4.6.1 An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training.

4.6.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment (where relevant).

4.6.3 Any direction issued by an employer pursuant to clauses 4.6.1 and 4.6.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

#### **4.7 Termination of employment**

##### *4.7.1 Statement of employment*

The employer shall, in the event of termination of employment, provide upon request to an employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

##### *4.7.2 Termination by employer - full-time Teachers*

- (a) The employer shall give to a full-time Teacher at least one month's notice in writing of the termination of their services
- (b) Employees over 45 years of age at the time of the giving of notice, and with more than 5 years' service with the employer, shall be entitled to an additional week's notice to that prescribed in clause 4.7.2 (a).
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

(d) In calculating any payment in lieu of notice the ordinary time rate of pay for the employee concerned shall be used.

(e) The period of notice in clauses 4.7.2 (a) and 4.7.2 (b) shall not apply in the case of dismissal for misconduct



or other grounds that justify instant dismissal.

#### 4.7.3 Termination by employer - part-time Teachers

- (a) The employer shall give to part-time Teachers the following notice in writing of the termination of their services.

Less than 3 years' service	2 weeks' notice
More than 3 years but less than 5 years	3 weeks
More than 5 years	4 weeks

- (b) In addition to the notice in clause 4.7.3(a) employees over 45 years of age at the time of the giving of notice and with not less than 2 years continuous service, shall be entitled to an additional week's notice.

- (c) Payment in lieu of notice shall be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- (d) In calculating any payment in lieu of notice the ordinary time rate of pay for the employee concerned shall be used.

- (e) The period of notice in clause 4.7.3(a) shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of casual employees.

#### 4.7.4 Notice of termination by employee

- (a) The notice of termination required to be given by an employee shall be the same as that required of an employer:

Provided that there shall be no additional notice based on the age of the employee concerned.

- (b) If an employee fails to give notice the employer shall have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate for the period of notice:

Provided that employment may be terminated by part of the period of notice specified and part withholding of wages in lieu thereof.

### 4.8 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.

### 4.9 Anti-discrimination

- 4.9.1 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.

- 4.9.2 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.

- 4.9.3 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.

- 4.9.4 Nothing in clause 4.9 is to be taken to affect:

- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the

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

#### **4.10 Introduction of changes**

##### *4.10.1 Employer's duty to notify*

- (a) Where an employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their union or unions.
- (b) 'Significant effects' includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

##### *4.10.2 Employer's duty to consult over change*

- (a) The employer shall consult the employees affected and, where relevant, their union or unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.10.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their union or unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees, provided that any employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

#### **4.11 Redundancy**

##### *4.11.1 Consultation before terminations*

- (a) Where an employer decides that the employee no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their union or unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.11.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their union or unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that an employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

##### *4.11.2 Transfer to lower paid duties*

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 4.11.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.7.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower

amount the employer is liable to pay the employee for the number of weeks of notice still owing.

(c) The amounts must be worked out on the basis of:

- (i) the ordinary working hours to be worked by the employee; and
- (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
- (iii) any other amounts payable under the employee's employment contract.

#### 4.11.3 *Transmission of business*

(a) Where a business is, whether before or after the date of insertion of this clause in the Award, transmitted from an employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:

- (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
- (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.

(b) In clause 4.11.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

#### 4.11.4 *Time off during notice period*

(a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.11.1(a), the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

(b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

#### 4.11.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.11.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

#### 4.11.6 *Severance pay*

(a) In addition to the period of notice prescribed for ordinary termination in clause 4.7, and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.11.1(a), shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

(b) 'Weeks' Pay' means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

#### 4.11.7 *Superannuation benefits*

An employer may make an application to the Commission for relief from the obligation to make severance payments in circumstances where:

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

#### 4.11.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.11.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

#### 4.11.9 *Alternative employment*

An employer, in a particular case, may make application to the Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

#### 4.11.10 *Employees with less than one year's service*

Clause 4.11 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

#### 4.11.11 *Employees exempted*

Clause 4.11 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged for a specific period or task(s); or
- (c) to casual employees.

#### 4.11.12 *Employers exempted*

- (a) Subject to an order of the Commission, in a particular redundancy case, clause 4.11 shall not apply to an employer including a company or companies that employ employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.
- (b) A 'company' shall be defined as:
  - (i) a company and the entities it controls; or
  - (ii) a company and its related company or related companies; or
  - (iii) a company where the company or companies has a common Director or common Directors or a common shareholder or common shareholders with another company or companies.

#### 4.11.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.11.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from an employer (transmittor) to another employer (transmittee), in any of the following circumstances:
  - (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmittor, and any prior transmittor, to be

- (ii) continuous service of the employee with the transmittee; or where the employee rejects an offer of employment with the transmittee:

- (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and  
 (B) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.

- (b) The Commission may amend clause 4.11.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

#### 4.11.14 *Incapacity to pay*

An employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of the employer's incapacity to pay.

### **PART 5 - WAGES AND WAGE RELATED MATTERS**

#### **5.1 Salaries - 3 Year trained Teachers**

5.1.1 The following scale of minimum salaries shall apply:

	Per Fortnight \$	Per Annum \$
Band 1 -		
Step 1	1,420.80	37,068
Step 2	1,448.20	37,783
Step 3	1,481.60	38,654
Step 4	1,517.00	39,577
Band 2 -		
Step 1	1,546.50	40,347
Step 2	1,605.50	41,886
Step 3	1,664.30	43,420
Step 4	1,723.20	44,957
Step 5	1,778.20	46,392
Band 3 -		
Step 1	1,823.30	47,569
Step 2	1,872.50	48,852
Step 3	1,921.60	50,133
Step 4	1,970.70	51,414

#### 5.1.2 *Incremental Progression*

- (a) A 3 Year trained Teacher shall be appointed at Band 1 Step 1.  
 (b) Except as otherwise provided by this Award, progression from one salary Step to a higher salary Step shall be by annual increment up to the maximum salary of Band 2.  
 (c) Except as otherwise provided by this Award, a 3 Year trained Teacher shall have access to Band 3 and shall complete 2 years service on Steps 1, 2 and 3 of Band 3 before progression to the next Step.

#### 5.1.3 *Progression - Additional qualifications*

A 3 Year trained Teacher who successfully completes further tertiary study to achieve the status of 4 Year trained Teacher shall as from 1 January or 1 July whichever is the first following such completion upon production of satisfactory evidence thereof have the appropriate salary Step in clause 5.1.1 determined according to the following table:

Salary Step clause 5.1.1	Salary Step clause 5.2.1
Band 1 Step 1	Band 2 Step 1
Band 1 Step 2	Band 2 Step 2
Band 1 Step 3	Band 2 Step 3

Band 1 Step 4

Band 2 Step 4

Band 2 Step 1

Band 2 Step 5

Band 2 Step 2

Band 3 Step 1

Band 2 Step 3

Band 3 Step 2

Band 2 Step 4

Band 3 Step 3

Band 2 Step 5

Band 3 Step 4

5.1.4 The arrangements contained in clause 5.1.3 shall not alter the date at which a Teacher progresses to the next salary Step on the scale where applicable.

5.1.5 *Progression - Professional Development*

(a) Notwithstanding the provisions of clause 5.1.2, a 3 Year trained Teacher may apply for progression by annual increments through Band 3 subject to the following conditions:

- (i) completion of at least 12 months service on Step 5 Band 2;
- (ii) participation in 150 hours of accredited professional development activities undertaken no earlier than 1 January 1990 to be achieved at an annual average rate of not less than 30 hours (5 days) and to be undertaken outside the hours engaged in teaching; and
- (iii) provision of a statement outlining the knowledge and skills acquired through participation in professional development.

(b) Applications for progression shall be made through the Principal of the school and be subject to assessment and recommendation to the school authority by a panel consisting of -

- (i) a representative of the School Authority;
- (ii) a representative of the Teacher seeking progression;
- (iii) a representative jointly agreed to.

(c) Applications shall include -

- (i) certification of participation in accredited professional development activities by activity providers;
- (ii) a brief statement on a standard agreed, outlining the additional knowledge and skills acquired and their application in the Teacher's work.

(d) No Teacher shall be required to undergo classroom or other inspection for the purposes of certification.

(e) The review panel shall make a recommendation to the employing authority as to whether in its opinion the Teacher has satisfied the eligibility criteria in clause 5.1.5.

(f) A Teacher shall retain all rights under the Act.

(g) A Teacher who is certified as having satisfied the requirements contained in clause 5.1.5 (a) shall be entitled to progress to the next Step in Band 3 from the date of application or on the completion of 12 months' service on their current Step which shall be no lower than Step 1 of Band 3 whichever is the later and shall progress thereafter by annual increments to the maximum salary of Band 3.

**5.2 Salaries - 4 Year trained Teachers**

5.2.1 The following scale of minimum salaries shall apply:

	Per Fortnight \$	Per Annum \$
Band 2 -		
Step 1	1,546.50	40,347
Step 2	1,605.50	41,886
Step 3	1,664.30	43,420
Step 4	1,723.20	44,957
Step 5	1,778.20	46,392

Band 3 -

	Per Fortnight \$	Per Annum \$
Step 1	1,823.30	47,569
Step 2	1,872.50	48,852
Step 3	1,921.60	50,133
Step 4	1,970.70	51,414

5.2.2 Four Year Trained Teachers who have obtained:

- (a) an Approved masters or doctoral degree; or
- (b) 2 Approved degrees, of a recognised University or Universities shall in the ninth and subsequent years of service be paid the following minimum salaries:

1,970.70	51,414
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5.2.3 *Progression*

- (a) A 4 Year trained Teacher shall be appointed at Band 2 Step 1.
- (b) A Teacher admitted to the service as a 4 Year trained Teacher who has an Approved bachelor's degree with first and second degree honours from a recognised University plus one Year of Teacher education or 2 Approved degrees from a recognised university plus one Year of Teacher education shall commence on the salary prescribed for Step 2.
- (c) Except as otherwise provided by this Award, progression from one salary Step to a higher salary Step shall be by annual increment up to a maximum salary of Band 3.

NOTE: 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 Review**

- 5.3.1 Any anomalies which may arise from the application of clauses 5.1 and 5.2 shall in the first instance be the subject of negotiation between the relevant parties.
- 5.3.2 Where an agreement cannot be reached on the rectification of an anomaly, the matter will be processed through the grievance and dispute settling procedure in clause 3.2.

**5.4 Advanced Skills Teacher**

- 5.4.1 *Eligibility* - A Teacher shall be eligible for an Advanced Skills Teacher Level 1 (AST 1) classification upon completion of one year's satisfactory service on Band 3 Step 4. Prior access is open to 4 Year trained Teachers who have translocated to Band 3 Step 4 as of 1 December 1990 as a result of the transition provisions in the decision in R27-2 of 1989 reported in 136 QGIG 65.

5.4.2 *Method*

- (a) A Teacher shall be eligible for appointment to the AST 1 classification upon validation of a minimum prescribed number of criteria as agreed to by the employing authority and industrial organization and as set out in schedules 1, 2 and 3 of the Award.
- (b) Selection Criteria Guidelines as set out in clause (1) of Schedule 2 apply to all schools not specifically identified in any of the clauses in Schedule 2.

- 5.4.3 *Mechanism* - The determination as to whether a Teacher progresses to the AST 1 classification shall be by panel mechanism as agreed to by the employing authorities and the Union with the final decision resting with the employing authority.

#### 5.4.4 *Remuneration*

- (a) An AST1 shall be paid an allowance at the rate of \$1,956 per annum, and such allowance shall be payable for all purposes of the Award.
- (b) excepting as to Moderation Allowances prescribed in clause 5.6.2, this allowance is not required to be paid in addition to other allowances such as Subject Co-ordinator (clause 5.6.1) or to non-award payments otherwise made by the employer and attributable to teaching duties.

5.4.5 *Portability* - A Teacher achieving an AST 1 classification may be appointed as such by the employing authority at future engagements within the private sector and on the appointment from the public teaching service in the State of Queensland.

5.4.6 Appointments to AST1 shall be for a limited tenure of 5 years and may be renewable and an appraisal system, as agreed between the parties shall apply during the period of tenure.

5.4.7 *Entitlement* - A Teacher must be paid the appropriate allowance from the date of appointment though where appropriate the employing authority at its discretion may choose to pay the Teacher from the date of recommendation.

5.4.8 *Additional Duties* - An AST 1 may be required to perform additional duties. Any relevant additional duties should be done by way of consultation with appropriate discounting of normal duties. This should not be applied as to undermine the basic role of the AST 1.

5.4.9 Notwithstanding the provisions of clause 5.4, a Teacher will not be entitled to receive both the allowance for AST and an allowance or remuneration for a position of added responsibility as prescribed by a Schedule to this Award.

### 5.5 **Salary increments**

Subject to satisfactory conduct, diligence, and efficiency, a Teacher shall receive annual increments in salary according to the scale of salaries applicable until the Teacher receives the maximum salary for which the Teacher is eligible under this Award.

### 5.6 **Allowances**

#### 5.6.1 *Subject co-ordinator allowance*

- (a) The provisions of clause 5.6.1 shall only apply to schools where the enrolment in Secondary classes exceeds 300 pupils.
- (b) A Teacher appointed by the employer as a Subject Co-ordinator will be paid an allowance as follows:
  - (i) Where the subject or subject area concerned occupies at least 49 hours in the weekly teaching programme at the school, and at least 4 Teachers are engaged in teaching such subject or subject area, the allowance shall be \$151.40 per fortnight (\$3,900.00 per annum).
  - (ii) Where the subject or subject area concerned occupies at least 16 hours in the weekly teaching programme at the school, the allowance shall be \$76.10 per fortnight (\$1,959.00 per annum).
- (c) Clause 5.6.1 will not apply to a Teacher where that Teacher is excluded by the provisions of a Schedule to this Award.

#### 5.6.2 *Moderation allowance*

- (a) A Teacher who performs moderation duties and is responsible to a district moderation meeting for the assessment of a subject (or subject area) for years 10, 11 or 12 shall be paid an allowance as follows:
  - (i) Where the Teacher is responsible for 3 or more Teachers (including the Teacher receiving the allowance) in the subject area, \$22.30 per fortnight (\$574.00 per annum).
  - (ii) Where the Teacher is responsible for 2 or more Teachers (including the Teacher receiving the allowance) in the subject area, \$15.10 per fortnight (\$391.00 per annum).
- (b) The allowances prescribed by clause 5.6.2(a) will not be paid to a Teacher who is in receipt of a Subject Co-ordinators allowance as prescribed by clause 5.6.1 or to a Teacher who is excluded by the provisions of a Schedule to this Award.



### 5.6.3 *Northern Allowance*

- (a) Teachers employed in the Northern Division of the State who are not provided by their employers with free board and lodgings shall be paid an allowance at the rate of \$5.05 per fortnight (\$132 per annum) in addition to the salaries prescribed by this Award.
- (b) The Northern Division shall comprise all that portion of the State north of the 21st parallel of South Latitude.

## 5.7 **Payment of salaries**

- 5.7.1 Except where otherwise mutually agreed between the employer and the majority of employees, payment of salaries shall be made fortnightly.

## 5.8 **Occupational superannuation**

- 5.8.1 *Application* - In addition to the rates of pay prescribed by this Award, eligible employees, as defined in clause 5.8.3(b), shall be entitled to Occupational Superannuation Benefits, subject to the provisions of clause 5.8.

### 5.8.2 *Contributions:*

- (a) *Amount* - As from 1 January 2005 every employer shall contribute on behalf of each eligible employee an amount calculated at 9% of the employee's ordinary time earnings, into an approved fund, as defined in this clause. Each such payment of contributions shall be rounded off to the nearest ten (10) cents:

Provided that where an employee is absent and is receiving by way of workers' compensation an amount of money no less than the award rate of pay the contribution shall be calculated at 3%.

- (b) *Regular Payment* - The employer shall pay such contributions to the credit of each such employee at least once each calendar month or in accordance with the requirements of the Approved Fund Trust Deed.
- (c) *Minimum level of earnings* - As from 1 January 2005 no employer shall be required to pay superannuation contributions on behalf of any eligible employee in respect of any month during which the employee's ordinary time earnings, as defined, is less than \$450.00.
- (d) *Absences from work* - Contributions shall continue to be paid on behalf of an eligible employee during any absence on paid leave such as annual leave, long service leave, public holidays, sick leave and bereavement leave, but no employer shall be required to pay superannuation contributions on behalf of any eligible employee during any unpaid absences except in the case of absence on workers' compensation.
- (e) *Other Contributions* - Nothing in clause 5.8 shall preclude an employee from making contributions to a Fund in accordance with the provisions of the trust deed of the fund.
- (f) *Cessation of Contributions* - An employer shall not be required to make any further contributions on behalf of an eligible employee for any period after the end of the ordinary working day upon which the contract of employment ceases to exist.
- (g) *No Other Deductions* - No additional amounts shall be paid by the employer for the establishment, administration, management or any other charges in connection with the Fund other than the remission of contributions as prescribed herein.

### 5.8.3 *Definitions:*

- (a) "Approved Fund" means a Fund approved for the purposes of this Award by the Commission as one to which Occupational Superannuation contributions may be made by an employer on behalf of an employee, as required by this Award. Such approved Fund may be individually named or may be identified by naming a particular class or category.
- (b) "Eligible employee" means any employee who has been employed by the employer during 5 consecutive weeks and who has worked a minimum of 50 hours during that period. After completion of the above qualifying period, superannuation contributions shall then be made in accordance with clause 5.8.2 effective from the commencement of that qualifying period.
- (c) "Fund" means a superannuation fund satisfying the Commonwealth legislation for occupation superannuation funds as amended from time to time.
- (d) "Ordinary time earnings" means the actual ordinary rate of pay the employee receives for ordinary hours of

work including shift loading, skill allowances and supervisory allowances where applicable. The term includes any over-award payment as well as casual rates received for ordinary hours of work. Ordinary time earnings shall not include overtime, disability allowances, commission, bonuses, lump sum payments made as a consequence of the termination of employment, annual leave loading, penalty rates for public holiday work, fares and travelling time allowances or any other extraneous payments of a like nature.

#### 5.8.4 *An Approved Fund shall be*

- (a) The Queensland Independent Education and Care Superannuation Trust.
- (b) Sunsuper.
- (c) In the case of the Presbyterian and Methodist Schools Association either the AMP Occupational Superannuation Fund or Sunsuper as chosen by each eligible employee.
- (d) In the case of Schools established under the *Grammar Schools Act 1975-1984*, a Fund Approved by the Governor-in-Council in terms of section 19 of that Act.
- (e) Any named Fund as is agreed to between the relevant employer/Union parties to this Award and as recorded in an Approved Industrial Agreement.
- (f) In the case of a minority group of employees of a particular employer, any Industry, Multi-Industry or other Fund which has been approved in an Award or an Agreement approved by an Industrial Tribunal whether State or Federal jurisdiction and already had practical application to the majority of Award employees of that employer.
- (g) As to employees who belong to the religious fellowship known as the Brethren, who hold a Certificate issued pursuant to section 115 of the Act and are employed by an employer who also belongs to that fellowship any Fund nominated by the employer and approved by the Brethren.
- (h) Any Fund agreed between an employer and an employee who holds a Certificate issued pursuant to section 115 of the Act where membership of a Fund cited in an Award would be in conflict with the conscientious beliefs of that employee in terms of section 115.
- (i) In relation to any particular employer, any other established Fund to which that employer was already actually making regular and genuine contributions in accordance with clause 5.8.2 on behalf of at least a significant number of that employer's employees covered by this Award as at 29 September 1989 and continues to make such contribution.

#### 5.8.5 *Challenge of a Fund*

- (a) An eligible employee being a member or a potential member of a Fund, as well as the Union, may by notification of a dispute challenge a Fund on the grounds that it does not meet the requirements of clause 5.8.
- (b) Notwithstanding that the Commission determines that a particular Fund does not meet the requirements of clause 5.8, the Commission may in its discretion and subject to any recommendation, direction or order it may make, recognise any or all of the contributions previously made to that Fund as having met the requirements or part thereof of clause 5.8 up to and including the date of that determination.
- (c) In the event of any dispute over whether any Fund complies with the requirements of clause 5.8, the onus of proof shall rest upon the employer.

#### 5.8.6 *Fund Selection:*

- (a) No employer shall be required to make or be prevented from making, at any one time, contributions into more than one Approved Fund. Such Fund, other than a Fund referred to in clause 5.8.4(f), (g), (h) and (i), shall be determined by a majority decision of employees.
- (b) Employees to whom these provisions apply, who as at the date of this amendment are members of an established Fund covered by clause 5.8.4(g) shall have the right by majority decision to choose to have the contributions specified in clause 5.8.2 paid into a Fund as provided for elsewhere in clause 5.8.4 in lieu of the established Fund to which clause 5.8.4(g) has application.
- (c) The initial selection of a Fund recognised in clause 5.8.4 shall not preclude a subsequent decision by the majority of employees in favour of another Fund recognised under clause 5.8.4 where the long term performance of the Fund is clearly disappointing.

- (d) Where the provisions of clause 5.8.6(c) have been utilised and as a result another Approved Fund is determined, access to a further re-appraisal of the Fund for the purpose of favouring yet another Fund shall not be available until a period of 3 years has elapsed after that utilisation of the provision in clause 5.8.6(c).

#### 5.8.7 *Enrolment:*

- (a) Each employer to whom clause 5.8 applies shall as soon as practicable as to both current and future eligible employees:
- (i) Notify each employee of the employees entitlement to Occupational Superannuation.
  - (ii) Consult as may be necessary to facilitate the selection by employees of an appropriate Fund within the meaning of clause 5.8.4.
  - (iii) Take all reasonable steps to ensure that upon the determination of an appropriate Fund, each eligible employee receives, completes, signs and returns the necessary application forms provided by the employer, to enable that employee to become a member of the Fund; and
  - (iv) Submit all completed application forms and any other relevant material to the Trustees of the Fund.
- (b) Each employee upon becoming eligible to become a member of a Fund determined in accordance with clause 5.8 shall:
- (i) complete and sign the necessary application forms to enable that employee to become a member of that Fund; and
  - (ii) return such forms to the employer within 28 days of receipt in order to be entitled to the benefit of the contributions prescribed in clause 5.8.2.
- (c) Where an employer has complied with the requirements of clause 5.8.7(a) and an eligible employee fails to complete, sign and return the application form within 28 days of the receipt by the employee of that form, then that employer shall:
- (i) Advise an eligible employee in writing of the non-receipt of the application form and further advise the eligible employee that continuing failure to complete, sign and return such form within 14 days could jeopardise the employee's entitlement to the Occupational Superannuation benefit prescribed by clause 5.8.
  - (ii) In the event that an eligible employee fails to complete, sign and return such application form within the specified period of 14 days be under no obligation to make any Occupational Superannuation contributions in respect of such eligible employee excepting as from any subsequent date from which completed and signed application form is received by the employer.
  - (iii) In the event that an eligible employee fails to return a completed and signed application form within a period of 6 months from the date of the original request by the employer, again advise that eligible employee in writing of the entitlement and that the receipt by the employer of a completed and signed application form is a pre-requisite to the payment of any Occupational Superannuation contributions.
  - (iv) At the same time as advising the eligible employee pursuant to clause 5.8.7(c)(iii) submit both to the Chief Inspector, Brisbane and to the Secretary of the Union a copy of each letter forwarded by the employer to the eligible employee pursuant to clauses 5.8.7(c)(i) and 5.8.7(c)(iii).
- (d) Where an employer fails to provide an eligible employee with an application form in accordance with clause 5.8.7(a)(iii) the employer shall be obliged to make contributions as from the date of operation of clause 5.8 or from the date an employee became an "eligible employee" if that occurs thereafter provided that an eligible employee completes, signs and returns to the employer an application form within 28 days of being provided with the application form by the employer. Where an eligible employee fails to complete, sign and return an application form within such period of 28 days the provisions of clause 5.8.7(c) shall apply.

#### 5.8.8 *Unpaid Contributions*

Subject to chapter 11, Part 2, Division 5 of the Act and to clause 5.8.5, where the discretion of the Commission has been exercised, should it be established that the employer has failed to comply with the requirements of clause 5.8.2 in respect of any eligible employee such employer shall be liable to make the appropriate contributions retrospectively to the date of eligibility of the employee, plus an amount equivalent to the rate of return those contributions would have attracted in the relevant Approved Fund, or as necessary a Fund to be determined by the Commission under clause 5.8.4, had they been paid on the due dates.

The making of such contributions satisfies the requirements of clause 5.8 excepting that resort to the provisions of clause 5.8.8 shall not limit any common law action which may be available in relation to death, disablement or any similar cover existing within the terms of a relevant Fund.

#### 5.8.9 *Exemptions:*

An employer may apply to the Commission for exemption from all or any of the provisions of clause 5.8 in the following circumstances:

- (a) Incapacity to pay the costs associated with its implementation, or
- (b) Any special or compelling circumstances peculiar to the business of the employer.

### **5.9 Specific employers**

5.9.1 Notwithstanding the provisions of clauses 5.1, 5.2 and 6.2, employees of Catholic Education employing authorities will be paid, as a minimum, the rates prescribed by Schedule 19.

5.9.2 Notwithstanding the provisions of clauses 5.1, 5.2 and 6.2, employees of Anglican Employing Authorities will be paid, as a minimum, the rates prescribed by Schedule 20.

5.9.3 Notwithstanding the provisions of clauses 5.1, 5.2 and 6.2, employees of Lutheran Schools will be paid, as a minimum, the rates prescribed by Schedule 21.

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

### **6.1 Hours of work**

#### 6.1.1 *Secondary Schools*

The ordinary hours of Duty for Teachers in Secondary Schools and in the Secondary Department of Primary Schools shall not exceed 30 per week of which, in the case of non-Resident Teachers, not more than one-third shall be performed before 9 a.m. and after 5 p.m.

#### 6.1.2 *Primary Schools*

- (a) The ordinary hours of Duty for Teachers in Primary Schools shall not exceed 27 1/2 per week.
- (b) Teachers shall be on Duty 15 minutes before the morning assembly and shall remain on Duty until the time of dismissal of the school for the day.
- (c) Principals may assign to members of their staff duties requiring their attendance until a time not later than 30 minutes after the time of dismissal of the school for the day:

Provided that such duties shall be allocated, when practicable, on a roster basis.

#### 6.1.3 *Resident Teachers*

- (a) Notwithstanding the provisions of clauses 6.1.1 and 6.1.2 a Resident Teacher who is engaged as a full-time Teacher in the same school to which the boarding establishment is attached may be required to spend not more than 10 hours per week in resident duties as herein defined. These hours of Duty shall be in exchange for the Resident Teacher's board and residence.
- (b) By mutual agreement between the employee and the school authority the hours of resident Duty of Resident Teachers may be averaged over one term.

6.1.4 Clause 6.1 will not apply to a Teacher where that Teacher is excluded by the provisions of a Schedule to this Award.

### **6.2 Overtime**

6.2.1 A non-Resident Teacher or a Resident Teacher required to work in excess of 30 hours per week or 40 hours per week in a Secondary School and 27.5 hours per week or 37.5 hours per week in a Primary School, as the case may be, shall be paid at the rate of \$16.5635 per hour for the extra time so worked.

6.2.2 Clause 6.2 will not apply to a Teacher where that Teacher is excluded by the provisions of a Schedule to this Award.

## **PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **7.1 Proportion of salary**

7.1.1 A Teacher upon appointment shall be paid as from the date upon which the Teacher commenced Duty, provided that a Teacher who has taught (or has been granted leave by the school) for each day of the school year at the particular school shall be paid as for a full calendar year commencing on 1st January. A Teacher who ceases Duty before completing 10 teaching weeks of employment shall be paid in lieu of vacation pay an amount equal to 1/12th of their ordinary pay for the period of employment.

7.1.2 A Teacher who ceases Duty after at least 10 teaching weeks of employment shall be paid the proportion of the Teacher's annual salary of that year that the Teacher's service excluding school vacations bears to a standard school year:

Provided that such proportion of salary shall be calculated on the salary which the employee was receiving immediately before cessation of employment.

7.1.3 A standard year shall be deemed for the purposes of clause 7.1 to be 40 weeks in a Secondary School and 40 weeks in the Secondary Department of a Primary School and 42 weeks in a Primary School excluding the Secondary Department.

### **7.2 Annual leave loading**

7.2.1 A Teacher who has taught (or has been granted leave by the school) for each day of the school year at the particular school shall receive an annual leave loading equivalent to 17.5% of 4 weeks' salary calculated upon the salary which such employee was receiving immediately before commencing the midsummer vacation.

7.2.2 A Teacher who commences employment after the beginning of a school year and:

(a) has actually taught for at least 20 weeks; or

(b) has taught for at least a full school term and who teaches to the end of the school year,

shall be paid the proportion of the annual leave loading prescribed in clause 7.2.1 that the Teacher's service (excluding school vacations) bears to a standard school year.

7.2.3 A Teacher who resigns, having given the prescribed notice in writing, or whose services are terminated by the employer for some reason or reasons other than misconduct and who has taught for at least the full first school term shall be paid the proportion of the annual leave loading prescribed in clause 7.2.1 that the Teacher's service (excluding school vacations) bears to a standard school year:

Provided that such loading shall be calculated upon salary which the employee was receiving immediately before cessation of employment.

7.2.4 The full amount of the abovementioned annual leave loadings shall be paid to the Teacher at the commencement of the midsummer vacation or prior date of cessation of employment.

7.2.5 A standard year shall be deemed for the purposes of clause 7.2 to be 40 weeks in a Secondary School and forty weeks in the Secondary Department of a Primary School and 42 weeks in a Primary School excluding the Secondary Department.

7.2.6 For the purposes of clause 7.2, salaries shall be regarded as including allowances prescribed by clause 5.6.

### **7.3 Sick leave**

#### *7.3.1 Entitlement*

(a) Every employee, except casuals, 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.

(c) Payment for sick leave will be made based on the ordinary number of hours that would have been worked by the employee 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.

- (f) Part-time employees accrue sick leave on a proportional basis.

#### *7.3.2 Employee must give notice*

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

#### *7.3.3 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 about the nature and approximate duration of the illness.

#### *7.3.4 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; or
- (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.

#### *7.3.5 Workers' compensation*

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

### **7.4 Family leave**

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

#### *7.4.1 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.

#### *7.4.2 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.

### **7.5 Bereavement leave**

#### *7.5.1 Full-time and part-time employees*

Full-time and part-time employees shall, on the death of a member of their immediate family or household in Australia, be 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 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 in Australia.
- (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 1 year immediately before

the employee seeks to access an entitlement under clause 7.5.2.

7.5.3 "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) a 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.

7.5.4 *Unpaid leave*

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 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.

## **7.7 Leave without pay**

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

7.7.2 The period of leave shall not by reason only of clause 7.7 be taken into account in calculating the period of service of the employee.

## **7.8 Public holidays**

7.8.1 An employee who would ordinarily be required to work on a day on which a public holiday falls is entitled to full pay for the time the employee would ordinarily have been required to perform work on that day.

7.8.2 All work done by any employee on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- Labour Day;
- The Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

will be paid for at the rate of double time and a-half with a minimum of 4 hours.

7.8.3 *Double time and a-half*

For the purposes of clause 7.8, where the rate of wages is a weekly rate, "double time and a-half" means one and one half day's wages in addition to the prescribed weekly rate, or *pro rata* if there is more or less than a day.

7.8.4 Work done on any other holiday shall not be deemed overtime or be paid for at an increased rate.

7.8.5 *Annual show*

All work done by an employee in a district specified from time to time by the Minister by notification published in the *Industrial Gazette* on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural horticultural or industrial show held at the principal city or town, as specified in such notification, of such district shall be paid for at the rate of double time and a-half with a minimum of 4 hours.

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.

## **7.9 Jury service**

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.

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.

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.

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.

"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**

No provisions inserted in this Award relevant to this Part.

## **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.

### **9.2 Induction**

9.2.1 A Teacher in their first year of experience shall participate in an induction process of one year's duration, provided that in certain circumstances the Teacher and the employer may agree that the Teacher should participate in the induction process for a further year.

9.2.2 The induction process shall be determined by the employer or the Principal in consultation with the Teacher to assist the Teacher's professional development which shall be reviewed regularly throughout the year.

9.2.3 The employer shall provide a written statement to the Teacher outlining the Teacher's progress and development. Where viewed as practical by the employer this shall be provided no later than 4 weeks before the end of the school year and in any event not later than the submission of reports to the Board of Teacher Registration. Such a statement may form part of a Teacher's portfolio pursuant to clause 9.3.

### **9.3 Teacher portfolio**

A Teacher may request and be given from time to time by the employer and the Principal appropriate documentation as evidence of the Teacher's professional development, in respect of attendance at significant training courses, and experience. These documents may, if the Teacher wishes, form a portfolio which will remain the property of the Teacher.

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



## **10.1 Text books**

Such text books as the headmaster/headmistress or principal considers necessary shall be provided by the school, but shall remain the property of the school.

## **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 an organisation of employees that has the right to represent the industrial interests of the employees concerned.

#### 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.

## 11.4 Trade Union training leave

11.4.1 Upon written application by a Teacher to an employer such application being endorsed by the Union and giving to the employer at least 2 months' notice, such Teacher shall be granted up to 3 working days leave (non-cumulative) on ordinary pay to attend courses and seminars conducted by the Union.

For the purposes of clause 11.4 "ordinary pay" means at the ordinary fortnightly rate paid to the Teacher exclusive of any allowance for travelling time and fares.

11.4.2 The granting of such leave shall be subject to the following conditions:

- (a) A Teacher must have at least 2 years' uninterrupted service with the employer prior to such leave being granted.
- (b) Clause 11.4 shall not apply to an employer with less than 10 full-time Teachers bound by this Award.
- (c) The maximum number of Teachers of one and the same employer attending a course or seminar at the same time shall be as follows:

Where the employer employs between 10 and 30 Teachers	1
Where the employer employs more than 30 Teachers	2

Provided that where the employer has more than one place of employment in Queensland, then the formula shall apply to the number of Teachers employed in or from each place of employment.

- (d) The granting of such leave shall be subject to the reasonable convenience of the employer so that the operations of the employer will not be unduly affected.
- (e) No Teacher shall be granted leave exceeding the duration of the course or seminar to be attended.
- (f) No Teacher shall be granted a second or subsequent period of leave prior to the expiration of 3 years from the date of commencement of the last period of such leave granted by the employer.
- (g) The scope, content and level of the course or seminar shall be such as to contribute to a better understanding of industrial relations within the employer's operations, and in particular, a better understanding of the Award and Industrial Agreements and industrial issues impinging upon the professional life of Teachers in the non-government sector.
- (h) In granting such paid leave, the employer is not responsible for any additional costs except the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the Teacher.
- (i) Such paid leave will not affect other leave granted to Teachers under this Award.

## SCHEDULE 1 (Form of Certificate)

### TEACHERS' AWARD-NON - GOVERNMENTAL SCHOOLS

I, \_\_\_\_\_, Industrial Magistrate at \_\_\_\_\_,

hereby certify that \_\_\_\_\_ has satisfied me at a personal interview at which no other person was present

that he wished to teach at \* purely from religious motives.

This certificate shall be operative from the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, to the day of \_\_\_\_\_, 20\_\_\_\_.

Industrial Magistrate.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\* Insert name of school.

## **SCHEDULE 2**

Advanced Skills Teacher - Level 1 (AST 1)

Selection Criteria Guidelines

### **(1) GRAMMAR SCHOOLS AND OTHER SCHOOLS NOT SPECIFICALLY IDENTIFIED IN SCHEDULE 2**

#### **(A) General Criteria**

*(These should be read in conjunction with the specific criteria for AST 1)*

The evaluation in clause 5.4 of the Award will be provided with selection guidelines outlined in this Schedule to ensure consistency in the interpretation of the selection criteria.

#### **(i) Commitment to the ideals and objectives of the non-government school sector and the employing authority -**

To satisfy this criterion the applicant shall show:

- \* commitment to the promotion, development and advancement of the non-governmental school sector;
- \* commitment to the aims, objectives and practices of the school or system;
- \* a basic knowledge of current government policy and non-government school policies in education.

#### **(ii) Skills in effective classroom teaching practices and in reporting and evaluating student progress -**

To satisfy this criterion the applicant shall demonstrate:

- \* mastery of the relevant teaching area;
- \* effective involvement in reflective and adaptive classroom procedures and teaching strategies in accordance with the aims, objectives and practices of the school or system;
- \* ability to establish expectations for students which are clear, challenging and achievable;
- \* ability to generate student interest, enthusiasm and motivation;
- \* thorough preparation and purposeful planning;
- \* effective classroom management which provides a classroom climate conducive to learning;
- \* ability to develop and maintain an effective range of diagnostic and formative assessment procedures to monitor student performance;
- \* ability to develop and maintain effective communication with students concerning the student's learning program;
- \* effective use of gender and culturally inclusive teaching practices;
- \* provision of assistance to students with specific educational needs.

#### **(iii) Very positive relationships with students and their classes, and effective communication skills when collaborating with parents and other Teachers -**

To satisfy this criterion the applicant shall demonstrate:

- \* the ability to develop in students an active and constructive attitude to learning which generates mutual respect between Teacher and learner;
- \* sensitivity to students' problems and difficulties and capacity to develop strategies to address these needs;
- \* the ability to build confidence and self-esteem in a range of students;
- \* an awareness of the particular educational needs of different groups of students and the capacity to develop strategies to address these needs;
- \* the fostering of classroom dynamics which enable active participation by all students;
- \* effective collaboration with other Teachers;
- \* effective consultation with and advice to parents as appropriate on individual students and groups of students.

(iv) *Ability to develop ideas gained from their own teaching practice and to apply ideas gained from professional development activities to enhance students' learning -*

To satisfy this criterion the applicant shall demonstrate:

- \* ability to critically reflect on teaching practice and modify it accordingly;
- \* ability to keep abreast of content developments in fields of expertise;
- \* commitment to personal professional development on a planned and continuing basis;
- \* implementation of strategies which were gained from professional development activities.

(v) *Knowledge of current issues -*

To satisfy this criterion the applicant shall demonstrate:

- \* an understanding of current issues in education and the educational implications of current trends and developments including those in relevant areas of curriculum and social justice;
- \* awareness of the goals and purpose of current trends and developments in education;
- \* sensitivity to students' problems and difficulties and capacity to develop strategies to address these needs.

(vi) *Contribution to the effective development, implementation and evaluation of programs within the school -*

To satisfy this criterion the applicant shall demonstrate:

- \* contribution to the organisation, planning and development of curriculum and curriculum programs for classroom use;
- \* a willingness to work effectively with school administration and other Teachers in curriculum development;
- \* a willingness to research information relevant to curriculum innovation in applicant's teaching area;
- \* an ability to contribute to school improvement and decision making processes;
- \* knowledge and understanding of, as well as participation in, the development and practical implementation of equal opportunity/social justice strategies and other relevant policy initiatives.

(vii) *Access to the 3 AST levels will in general terms, be based on multiple pathways, criterion referenced but with a caveat that the evaluation panel would need to be satisfied that the skills proposed by the applicant are the "skills in use" -*

Years of experience, professional development and involvement in the whole school's process may be a

substantive part of consideration by the panel of the applicant's eligibility.

As well, the criteria outlined should be directly related to classroom teaching and experience.

Building on the provision for a Teacher's portfolio (clause 9.3 of the Award) the portfolio would reflect all aspects of the general criteria referred to above and to the more detailed criteria below.

The portfolio would contain if necessary, written references and detailed evidence of the achievement and demonstrate specific skill criteria.

**(B) Specific Criteria**

*(These must be read in conjunction with the General Criteria guidelines)*

An AST 1 Teacher must be able to demonstrate the capacity to meet the following criteria of which (i) to (v) are mandatory:

- (i) a commitment to the aims, objectives and practices of the school;
- (ii) skills in effective classroom teaching practices, and in reporting and evaluating student progress;
- (iii) very positive relationships with students and their classes and effective communication skills when collaborating with parents and other Teachers;
- (iv) a basic knowledge of current government and non-government school policies in education so far as they relate to classroom practice;
- (v) ability to develop ideas gained from their own teaching practice and to apply ideas gained from professional development activities to enhance students' learning;
- (vi) awareness of current trends and developments in education in so far as they relate to classroom practices;
- (vii) contribution to the organisation, planning and development of curriculum and curriculum programs for classroom use;
- (viii) knowledge of and commitment to the development and implementation of equal opportunity/social justice strategies in the classroom.

**(2) QUEENSLAND CATHOLIC EDUCATION EMPLOYING AUTHORITIES**

**(A) Appointment Process.**

A Validation Panel will be established at the school level.

The Validation Panel shall consist of:

- (i) The Principal or nominee;
- (ii) A Member elected by staff;
- (iii) A member selected by the Employing Authority from a pool of persons approved by both the Employing Authority and the Union.

The role of the Validation Panel is to evaluate, in accordance with the Guidelines for Validation Panels as agreed between the parties, the supporting evidence produced by an applicant for an AST1 and to make a recommendation based on that evidence to the Employing Authority.

Agreed guidelines exist for both Panel members and applicants. A copy of these guidelines will be provided by the Employing Authority on request.

Appropriate in-service training shall be provided to both Panel members and applicants as required.

Where the Validation Panel recommendation is to not appoint an applicant to an AST1 the applicant is to be advised in writing of the recommendation and those selection criteria not satisfied by the application.

**(B) Selection Criteria**

A Teacher applying for an AST1 classification shall, to the satisfaction of the Validation Panel, demonstrate advanced skills in all 5 of the general criteria, and specifically the performance indicators detailed for each criteria, as listed in

clause (C).

An applicant shall be considered to have substantially satisfied the general criteria when evidence is produced relating to the specified performance indicators. The panel must be satisfied that the overall level of attainment in respect of each group of performance indicators, taken together as a whole, satisfies the standard and purpose of the general criteria consistent with the definition of AST contained in this Award.

Failure to address all specified performance indicators will not of itself prevent an applicant from satisfying the general criteria and being recommended for the AST1 level. Factors such as:

- (i) Lack of opportunity to fulfil certain performance indicators;
- (ii) Evidence of achievement outside of the performance indicators, but within the parameters of the general criteria; or
- (iii) Other relevant factors

may be taken into account by panels when evaluating applications.

The measure of attainment for AST1 is 'exemplary'. Therefore the applicant's performance in relation to the criteria/indicators will be a model for other Teachers, will set a high standard and will place the applicant within the upper ranks of the profession.

The criteria shall be understood within the framework of the values and ethos of the school/system and shall be evidenced by meeting the performance indicators through substantial and sustained performance.

As at 5 March 1996, the general selection criteria apply to the AST1 level. In relation to determination of AST2 and AST3 the same general selection criteria shall apply and further general selection criteria and/or specific performance indicators shall be negotiated by the parties and submitted to the Commission for inclusion in this schedule.

#### **(C) Criteria and performance Indicators.**

The general selection criteria and specific performance indicators are listed below.

- (a) Exemplary understanding of, commitment to and demonstrated support for the values of the ethos of the school/system.

To satisfy this criterion the applicant shall demonstrate:

- (i) an ability and willingness to articulate the implications of the Mission Statement in relation to the school curriculum;
  - (ii) an ability and willingness to review and reflect positively upon the Teacher's own teaching practices and the general school education practices in light of the school's current Mission Statement;
  - (iii) an ability to incorporate the values of the Mission Statement into the school curriculum in line with the demands of good teaching practice;
  - (iv) active support of school worship and liturgy.
- (b) Exemplary skills in effective classroom practices, in evaluating and reporting students' progress and in demonstrated positive relationships with students.

To satisfy this criterion the applicant shall demonstrate:

- (i) substantial involvement in reflective, adaptive and non-discriminatory classroom procedures and teaching strategies;
- (ii) thorough preparation and purposeful planning, contributing to highly effective classroom management which provides a classroom climate conducive to learning;
- (iii) use of a variety of appropriate procedures for assessment of students, evaluation of programs, and appropriate reporting procedures, in keeping with the ethos of the school;
- (iv) consistent provision of effective assistance to students with specific educational needs;
- (v) skills in providing a high level of pastoral care within the classroom.

- (c) Exemplary skills in and achievement of personal and professional relationships with parents and the wider community.

To satisfy this criterion the applicant shall demonstrate:

- (i) the ability to develop climates conducive to healthy interpersonal and social relationships;
- (ii) effective communication practices;
- (iii) the capacity to work in partnerships with parents and community organisations;
- (iv) the development of healthy interactions between school and community.

- (d) Proven effective skills of a personal and professional ability to work collaboratively with administration, Teachers and other staff members.

To satisfy this criterion the applicant shall demonstrate:

- (i) active support for school policy;
- (ii) frequent effective collaboration with colleagues in areas such as planning and evaluation;
- (ii) positive support for and collaboration with other Teachers in their professional development;
- (iv) a significant participation in the organisation, planning and development of the school's curriculum.

- (e) Proven ability to develop and implement ideas gained from professional activities to enhance students' learning, and to promote organisational development.

To satisfy this criterion the applicant shall demonstrate:

- (i) the integration of personal and professional life, expertise and a positive outlook in a superior performance within the school;
- (ii) insight into individual student needs, and response to changed circumstances with innovative and well researched practices;
- (iii) implementation of innovative classroom strategies based on the above;
- (iv) the sharing of these teaching/learning experiences with other Teachers.

#### **(D) Appraisal Process**

Exemplary performance is an integral part of the AST programme and the formative appraisal process supports this. During the period of tenure as an AST1, the Teacher will be subject to a formative appraisal process as outlined in clause 2 (D) of Schedule 2.

It is the goal of the parties that the process be conducted annually. As a minimum, however, such a process will be undertaken at least twice in the 5 year period of tenure.

The appraisal process is formative in nature and as such its main purpose is to provide supportive and developmental feedback to the individual. Self appraisal underpins this formative appraisal with validation by a person appointed by the school.

The following principles govern the formative appraisal process:

- (i) Consultation,
- (ii) Self review,
- (iii) Validation,
- (iv) A written document,
- (v) Focus on performance based on AST criteria,
- (vi) Shared responsibility.

Based on the above principles, the process for the appraisal shall be as follows:



- (i) Consultation shall take place between the AST and the Principal (or nominee) to ensure that both parties understand what is required.
- (ii) The AST shall provide a written self appraisal, based on the Selection Criteria identified at clause (C).
- (iii) The AST and the Principal (or nominee) shall develop an agreed process for the validation of the self appraisal.
- (iv) The Principal (or nominee) validates the appraisal.
- (v) Commendations and recommendations may be produced as part of the appraisal process.
- (vi) Any documentation produced as part of the appraisal process is the property of the AST and is to be retained by the AST.
- (vii) Any such documents may be used, at the sole discretion of the AST, in any application or reappointment process.

**(E) Grievance Procedures**

Where the validation Panel recommendation is not to appoint, then the applicant may appeal to an AST Review Panel. The AST Review Panel shall consist of 4 members drawn from the pool identified in item (iii) of clause (A).

If the AST Review Panel endorses the original recommendation of the Validation Panel, no further administrative appeal is allowed.

If the AST Review Panel recommends appointment to an AST1, then this recommendation shall be substituted for the original recommendation to the Employing Authority.

Where an Employing Authority rejects a recommendation to appoint an AST1, the applicant must be advised in writing.

Any grievance arising from the rejection of a recommendation by the Employing Authority may be notified as a dispute in accordance with the Act.

**(F) Re-Application**

Upon the conclusion of the period of tenure, an AST1 may reapply for the current level, or may apply (if eligible and appropriate) for a higher level of Advanced Skills Teacher.

**(G) Portability**

There shall be portability of AST1 positions between Catholic Schools in Queensland.

**(3) SCHOOL ASSOCIATED WITH THE ANGLICAN DIOCESE OF BRISBANE, FAIRHOLME COLLEGE AND SOMERSET COLLEGE**

(a) *General* - For the purpose of this schedule, an AST (as defined in clause 1.6.2 of the Award) being a Teacher appointed as such who holds no other promoted position, shall satisfy the criteria specified in this schedule as a prerequisite to appointment. Access to the AST 1 level will in general terms, be based on multiple pathways, criterion referenced but with a caveat that the evaluation panel would need to be satisfied that the skills held by the applicant are the skills required for AST 1 position being sought.

(b) *Panel Mechanism* - The evaluation panel prescribed in clause 5.4.3 of this Award shall be established at each school respondent to this schedule. The evaluation panel shall be comprised of 3 persons based on the following combination:

- 1 person selected by the Principal
- 1 person selected by the applicant
- 1 independent person acceptable to both the Principal and applicant.

All members of the evaluation panel shall be provided with suitable training to ensure competency in performance of Duty and consistency in appraising applicants. The training syllabus shall be agreed between the Principal and members of the school's Working Party.

The composition of the evaluation panel may vary from application to application, however, all 3 members shall only be drawn from an appropriately trained pool of evaluators agreed to by the parties.

(c) *Duty of the Applicant* - The applicant must apply for the position of AST 1 in the prescribed form. This application shall be accompanied by:

- (i) A response to the criteria listed in clause (3)(f);
- (ii) The applicant's portfolio containing current curriculum vitae, professional experience and contributions;
- (iii) Professional references.

(d) *Duty of the Evaluation Panel* - Members of the Evaluation Panel shall receive, consider and process applications for the position of AST 1. Wherever possible the applications shall be processed by the evaluation panel within 1 month of receiving the application. Specific duties of the Panel shall be:

- (i) Receive applications in the prescribed form.
- (ii) Collect data, check references, conduct interviews and appraise work performance.
- (iii) Rate the application based on the criteria specified in clause 3(e) of this schedule.
- (iv) Prepare a report for the Principal detailing the finding of the Evaluation Panel. A copy of this report to be forwarded to the applicant.

Each application must be assessed based on the criteria specified in this schedule and not against each other.

(e) *Duty of the Principal* -

- (i) Upon receipt of a report from the Evaluation Panel, as prescribed in clause (d)(iv), the Principal shall consider the details of the report, call for additional material if deemed necessary and make an arbitrament on the material presented.
- (ii) Should the application be rejected, the Principal shall forward to the applicant reasons for such rejection, and identify areas which require attention before the application can be further considered.

(f) *Selective Criteria* - Applications for the position of AST 1 will be assessed based on all 7 selection criteria contained herein. In determining whether the above criteria have been met, each applicant must satisfy a substantial number of the indicators listed under each criterion heading.

#### *Criterion 1*

"A commitment to the ideals and objectives of the Anglican and independent schools respondent to this schedule."

To satisfy this criterion the applicant shall display:

- \* commitment to the promotion, development and advancement of the non-governmental school sector.
- \* commitment to the aims and objectives of the school.
- \* a basic knowledge of current government policy and non-government school policies in education.

#### *Criterion 2*

"Applying skills in effective classroom teaching practices and reporting and evaluating student progress."

To satisfy this criterion the applicant shall demonstrate:

- \* sustained excellence in classroom procedures and teaching strategies in accordance with the aims, objectives and practices of the school.
- \* ability to establish expectations for students which are clear, challenging and achievable.
- \* ability to generate student interest, enthusiasm and motivation.
- \* thorough preparation and purposeful planning.

- \* higher level classroom teaching and management skills which provides a classroom climate conducive to learning.
- \* ability to develop and maintain accurate, formal assessment procedures to monitor student performance, this includes a working knowledge of B.S.S.S. requirements.
- \* proficiency in skills of exemplary teaching.
- \* provision of assistance to students with specific educational needs.
- \* substantial subject content knowledge and ability to impart that knowledge.

*Criterion 3*

"Positive relationships with students and effective communication with parents, Teachers and other community members."

To satisfy this criterion the applicant shall demonstrate:

- \* an ability to foster a relationship between Teacher and student.
- \* the ability to foster a favourable classroom learning environment based on mutual respect between Teacher and student.
- \* the ability to cater for individual student differences and varying ability levels.
- \* the ability to supervise, instruct and counsel beginning/less experienced Teachers.
- \* awareness of students, educational, cultural and social problems and difficulties and capacity to develop strategies to address these needs.
- \* the ability to encourage confidence and self esteem in students.
- \* the ability to encourage student participation.
- \* ability to encourage team work among Teachers, command respect from other staff and exhibit leadership skills and initiative.
- \* effective consultation with parents.
- \* ability to develop and maintain effective communication with students concerning the students learning program.

*Criterion 4*

"Develop ideas gained from their own teaching practice and apply knowledge gained from professional development activities to enhance student's learning."

To satisfy this criterion the applicant shall demonstrate:

- \* ability to critically evaluate teaching practice and modify accordingly.
- \* awareness and selective implementation of content development in fields of expertise.
- \* commitment to personal professional development on a planned and continuing basis.
- \* Plan, implement and develop innovative Teaching Practices.

*Criterion 5*

"Knowledge of educational trends and current issues."

To satisfy this criterion the applicant shall demonstrate an awareness and selectively apply knowledge of trends and current developments in education.

*Criterion 6*

"Contribution to the effective development, implementation and evaluation of programs within the school."

To satisfy this criterion the applicant shall demonstrate:

- \* a willingness to work productively with school administration and other Teachers in curriculum planning development.
- \* a willingness to research and develop curriculum innovation in teaching area.
- \* a positive contribution to school improvement and decision making processes.
- \* knowledge and understanding of, as well as participation in, the development and practical implementation of equal opportunity/social justice strategies and other relevant policy initiatives.

#### *Criterion 7*

"Participation in co-curricular Duty and pastoral care."

To satisfy this criterion the applicant shall participate in co-curricular Duty and pastoral care, as detailed in the 'Hours of Duty' Agreement between the industrial organization and Schools respondent to this Schedule of the Award. To effectively satisfy this criteria, the applicant shall:

- \* actively and effectively contribute to the school's co-curricular Duty program.
- \* be actively and effectively involved in the school pastoral care program.

(g) *Application of Criteria* - The criteria outlined above shall be directly related to classroom teaching, and the work of the applicant within the school.

(h) *Portfolio* - Building on the provisions for a Teacher's portfolio (clause 9.3 of the Award) the portfolio should reflect all aspects of achievement in relation to the criteria listed in clause 3(f).

The portfolio would contain if necessary, written references and detailed evidence of the achievements and demonstrate specific skill criteria.

#### **ADVANCED SKILLS TEACHER - LEVEL 1**

In summary, an AST 1 Teacher must be able to demonstrate the capacity to meet the following criteria:

1. A commitment to the ideals and objectives of the Anglican and independent schools respondent to this schedule.
2. Applying skills in effective classroom teaching practices and reporting and evaluating student progress.
3. Positive relationships with students and effective communication with parents, Teachers and other community members.
4. Develop ideas gained from their own teaching practice and apply knowledge gained from professional development activities to enhance student's learning.
5. Knowledge of educational trends and current issues.
6. Contribution to the effective development, implementation and evaluation of programs within the school.
7. Participation in co-curricular Duty and pastoral care.

#### **(4) SCHOOLS MEMBERS OF THE PRESBYTERIAN AND METHODISTS SCHOOLS ASSOCIATION**

In accordance with the provisions of clause 5.4 of the Award, the following shall apply to Teachers employed by The Presbyterian and Methodist Schools Association in regard to the appointment of Advanced Skills Teachers.

##### **(A) Selection Criteria**

An applicant for the position of AST1 will be assessed in relation to all the selection criteria listed in clauses 4(A)(i) to (viii) and will be required to satisfy to an acceptable standard 5 out of 7 of the criteria, with criterion (i) being mandatory.

- (i) Consistent with the ethos of the school, a demonstrated and maintained excellence in classroom practice and management including evaluation and reporting of students.
- (ii) Demonstrated positive relationships with students and effective communication skills when dealing with parents.
- (iii) Develop ideas gained from their own teaching practice and be able to apply ideas gained from professional development activities to enhance students' learning.
- (iv) Apply to their teaching the knowledge of current trends and developments in education.
- (v) Work collaboratively with other Teachers.
- (vi) Commitment to the ethos of the school
- (vii) Contribute positively to the organisation, planning and development of the school's curriculum with the emphasis being on the academic curriculum.
- (viii) Except with regard to Criterion 1 a Teacher shall not be required to satisfy all elements of the guidelines specified for each criterion. However, the Selection Panel should be satisfied that the Teacher has achieved a standard that is consistent with the intent of the criteria and the definition of AST contained in clause 1.6.2 of the Award.

**(B) Selection Panel**

Eligibility for appointment to an AST position would be determined by a Selection Panel consisting of:

- (i) The Principal or the Principal's nominee;
- (ii) A member of staff elected by the staff;
- (iii) A third person as mutually agreed by the other panel members.

The panel shall report recommendations to the Principal.

Where the assessment panel does not recommend the appointment of a Teacher as an AST1, then the Teacher may request details in writing of where they have failed to satisfy the criteria.

Where the Principal rejects the recommendation of the panel, the Principal shall indicate to the Teacher the reasons for such rejection and areas where improvement is required.

**(C) Selection Criteria Guidelines**

The Selection Panel shall use the following guidelines to assist in assessing whether a Teacher meets the AST selection criteria.

- (i) Consistent with the ethos of the school, a demonstrated and sustained excellence in classroom practice and management including evaluation and reporting to students. To satisfy this criterion the applicant should demonstrate:
  - (a) Ability to establish expectations for students which are clear, challenging and achievable.
  - (b) Ability to generate student interest, enthusiasm and motivation.
  - (c) Thorough preparation and purposeful planning.
  - (d) Effective classroom management which provides a classroom climate conducive to learning.
  - (e) Use of gender and culturally inclusive teaching practices where applicable.
- (ii) Demonstrated positive relationships with students and effective communications skills when dealing with parents. To satisfy this criterion the applicant should demonstrate:
  - (a) The ability to develop in students an active and constructive attitude to learning which generates mutual respect between Teacher and learner.
  - (b) The ability to build confidence and self esteem in a wide range of students as a function of general pastoral care.

- (c) An awareness of the particular educational needs of different groups of students and the capacity to develop strategies to meet these needs.
  - (d) Ability to maintain effective, communication with students and parents concerning the students learning program.
- (iii) Develop ideas gained from their own teaching practice and applying ideas gained from professional development activities to enhance student's learning. To satisfy this criterion the applicant should demonstrate:
- (a) Ability to critically reflect on teaching practice and modify it accordingly.
  - (b) Ability to keep abreast of content developments in fields of expertise.
  - (c) Commitment to personal professional development on a planned and continuing basis.
  - (d) Implementation of strategies which were gained from professional development activities.
- (iv) Knowledge of current issues. To satisfy this criterion the applicant should demonstrate:
- Showing an understanding of current issues in education and of the educational implications of current trends and developments including those in relevant areas of curriculum and social justice.
- (v) Work collaboratively and effectively with other Teachers. To satisfy this criterion the applicant should demonstrate:
- (a) Sharing strategies for good classroom practice.
  - (b) Modelling approaches to curriculum planning and lesson preparation.
  - (c) Working collaboratively and effectively with other Teachers sharing new ideas and solving problems.
- (vi) Commitment to the ethos of the school. To satisfy this criterion the applicant should demonstrate:
- (a) An ability and willingness to support the school Mission Statement and challenge practices and behaviours of students that might be seen as contrary to the Mission Statement.
  - (b) Active support of school worship and liturgy.
  - (c) A sensitivity to developing awareness of religion in the students life.
  - (d) Behaviour and attitude presenting a positive role model for students.
- (vii) Contribute positively to the organisation, planning and development of the school's curriculum with emphasis on the academic curriculum. To satisfy this criterion the applicant should demonstrate:
- (a) An effective and supportive contribution to the development and implementation of effective programs.
  - (b) Making positive contributions to the setting of school goals, planning of policy and practice and the evaluation of current practice.

**(D) Assessment**

In lieu of clause 5.4.6 of the Award the following shall apply. An appointment as AST1, including initial tenured period, acknowledges an effective performance assessment process whether annual or by continuing review and not by exception.

**(5) SCHOOLS MEMBERS OF THE QUEENSLAND CHAMBER OF COMMERCE AND INDUSTRY LIMITED, INDUSTRIAL ORGANISATION OF EMPLOYERS**

**Validation Panel:**

The following Validation Panel will be set up at school level:

*Membership:*

- Principal or nominee;
- Member elected by staff;
- Member selected by the Employing Authority from the pool approved by the Employing Authority and the industrial organization.

*Role:*

The role is a validating one, i.e. the Panel evaluates the supporting evidence produced by the applicant and makes a recommendation to the Employing Authority.

Suitable guidelines for both Panel members and applicants as well as in-service training will be provided as required.

**Grievance Procedures:**

- (a) If the recommendation to the Employing Authority is not to appoint the Teacher as an AST 1, then the Teacher is to be advised in writing of those criteria which the Teacher failed to satisfy. Any appeal shall be to an Appeals Panel comprising 3 members of the abovementioned pool approved by the Employing Authority and industrial organization. If this Appeals Panel confirms the original recommendation against appointment, no further administrative appeal is allowed.
- (b) If the Employing Authority rejects a recommendation to appoint a Teacher as AST 1, the Teacher must be advised that such is the case. Grievances arising out of a rejection by the Employing Authority may be notified as a dispute in accordance with the provisions of the Act.

**Performance Reviews:**

The following Performance Reviews will take place within the time frame of the appointment:

- formative appraisals - years 1 and 2 - by Principal;
- re-application appraisals - year 3 - by the panel mechanism.

Formative appraisal is the property of the holder of the AST 1 classification and will not be used by the Employing Authority for re-application appraisal purposes.

**Selection Criteria:**

- 1.0 A Teacher applying for the AST 1 classification will, to the panel's satisfaction, demonstrate advanced skills in all 5 general criteria listed in clauses 1.0(i) to (v), understood within a framework of the school's/system's values and ethos. This will be evidenced by meeting the performance indicators detailed in clause 2.0 through substantial and sustained performance.
  - (i) Exemplary commitment to and demonstrated support for the values and ethos of the school/system.
  - (ii) Exemplary skills in effective classroom practices, in evaluating and reporting students' progress, and in demonstrated positive relationships with students.
  - (iii) Exemplary skills in and achievement of personal and professional relationships with parents and the wider community.
  - (iv) Proven effective skills of a personal and professional ability to work collaboratively with administration, Teachers, and other staff members.
  - (v) Proven ability to develop and implement ideas gained from professional activities to enhance students' learning and to promote organizational development.
- 1.1 At present the general selection criteria listed in clause 1.0(i) to (v) apply to the level of AST 1. In relation to determination of AST 2 and 3 the same 5 general selection criteria will apply and further general selection criteria and/or specific performance indicators shall be negotiated by the parties and submitted to the Commission for inclusion in the Schedule.

2.0 Performance Indicators:

The applicant will be considered to have substantially satisfied these general criteria when the Teacher produces evidence relating to the following performance indicators. It is required that the applicant convince the Panel that his/her overall level of attainment in respect of each group of performance indicators taken together substantiate the

standard and purpose of the criteria, consistent with the definition of AST as contained in clause 1.6.2 of the Award.

Failure to address all performance indicators need not necessarily disqualify a Teacher from validating the criteria and receiving a recommendation for the AST 1 classification. Lack of opportunity to fulfil certain performance indicators or additional evidence of achievement outside the performance indicators but within the parameters of the general criteria or other relevant factors may be taken into account by panels assessing suitability for advancement to this classification.

The measurement of attainment for AST 1, is "exemplary". By this it is intended that the Teacher's performance in respect to the criteria/indicators is such as to be a model for other Teachers, setting a high standard, placing the Teacher within the upper ranks of the profession.

- (i) *Exemplary understanding of, commitment to and demonstrated support for the values and ethos of the school/system -*

To satisfy this criterion the applicant shall demonstrate:

- (a) an ability and willingness to articulate the implications of the Mission Statement in relation to the school curriculum;
  - (b) an ability and willingness to review and reflect positively upon the Teacher's own teaching practices and the general school educational practices in light of the school's current Mission Statement;
  - (c) an ability to incorporate the values of the Mission Statement into the school curriculum in line with the demands of good teaching practice;
  - (d) active support of school worship and liturgy.
- (ii) *Exemplary skills in effective classroom practices, in evaluating and reporting students' progress and in demonstrated positive relationships with students -*

To satisfy this criterion the applicant shall demonstrate:

- (a) substantial involvement in reflective, adaptive and non-discriminatory classroom procedures and teaching strategies;
  - (b) thorough preparation and purposeful planning, contributing to highly effective classroom management which provides a classroom climate conducive to learning;
  - (c) use of a variety of appropriate procedures for assessment of students, evaluation of programs, and appropriate reporting procedures, in keeping with the ethos of the school;
  - (d) consistent provision of effective assistance to students with specific educational needs;
  - (e) skills in providing a high level of pastoral care within the classroom.
- (iii) *Exemplary skills in and achievement of personal and professional relationships with parents and the wider community -*

To satisfy this criterion the applicant shall demonstrate:

- (a) the ability to develop climates conducive to healthy interpersonal and social relationships;
  - (b) effective communication practices;
  - (c) the capacity to work in partnerships with parents and community organizations;
  - (d) the development of healthy interactions between school and community.
- (iv) *Proven effective skills of a personal and professional ability to work collaboratively with administration, Teachers and other staff members -*

To satisfy this criterion the applicant shall demonstrate:

- (a) active support for school policy;
- (b) frequent effective collaboration with colleagues in areas such as planning and evaluation;



- (c) positive support for and collaboration with other Teachers in their professional development;
- (d) a significant participation in the organisation, planning and development of the school's curriculum.
- (v) *Proven ability to develop and implement ideas gained from professional activities to enhance students' learning, and to promote organisational development -*

To satisfy this criterion the applicant will demonstrate that the applicant has:

- (a) manifested the integration of personal and professional life, expertise, and a positive outlook in a superior performance within the school;
- (b) shown insight into individual student needs, and responded to changed circumstances with innovative and well researched practices;
- (c) implemented innovative classroom strategies based on the above;
- (d) shared these teaching/learning experiences with other Teachers.

### **SCHEDULE 3 Transition Arrangements**

S3.1 The following table shall be used to determine the appropriate salary Step for 3 year trained Teachers at 1 December 1990.

<i>Step on Teachers Grade 2 and Grade 3 Scale 30 November 1990</i>	<i>Step on clause 4(1) 1 December 1990</i>
3	Band 1 Step 1
4	Band 1 Step 2
5	Band 1 Step 3
6	Band 1 Step 4
7	Band 2 Step 1
8	Band 2 Step 2
9	Band 2 Step 3
10 (less than 12 months service on Step 10)	Band 2 Step 4
(1 year but less than 2 years service on Step 10)	Band 2 Step 5
(2 years but less than 5 years service on Step 10)	Band 3 Step 1
(5 years but less than 10 years service on Step 10)	Band 3 Step 2
(10 years service or more on Step 10)	Band 3 Step 3

S3.2 From 1 March 1991 a 3 trained Teacher paid in accordance with clause 6(3) of the Teachers' Award - Non-Governmental Schools prior to 1 December 1990 shall transfer to a Step one higher than a 3 Year trained Teacher with the same years of service on Step 10 of the scale contained in clause 6(1) of the Teachers' Award - Non-Governmental Schools prior to 1 December 1990 up to a maximum of Band 3 Step 3:

Provided that all service on Step 10 of the scale contained in clause 6(1) of the Teachers' Award - Non-Governmental Schools prior to 1 December 1990, and all service on the additional increment shall be included in calculating the years of service of a 3 Year trained Teacher paid in accordance with the provisions of clause 5(4).

S3.3 For a 3 Year trained Teacher moving to a salary Step no higher than Band 2 Step 5 under the arrangements contained in paragraphs (a) and (b) above, the date at which a Teacher progresses to the next salary Step on the scale shall be the person's existing increment date.

S3.4 For a 3 Year trained Teacher moving to a salary Step on Band 3 under the arrangements contained in paragraph (a) above, the due date for future incremental increases shall be 1 December.

S3.5 Teachers classified as Teachers Grade 2 according to clause 6(2) of the Teachers' Award - Non-Governmental Schools prior to 1 December 1990 shall be deemed to be 3 Year trained Teachers and may progress according to the terms of this Award.

S3.6 The following table shall be used to determine the appropriate salary Step for 4 Year trained Teachers at 1 December 1990.

*Step on Teachers Grade 4 Scale  
30 November 1990*

*Step on clause 5(1)  
1 December 1990*

1	Band 2 Step 1
2	Band 2 Step 2
3	Band 2 Step 3
4	Band 2 Step 4
5	Band 2 Step 5
6	Band 3 Step 1
7	Band 3 Step 2
8 (less than 12 months service on Step 8)	Band 3 Step 3
(12 months or more service on Step 8)	Band 3 Step 4

S3.7 The arrangements contained in S3.6 above shall not alter the date at which a Teacher progresses to the next salary Step on the scale.

#### **SCHEDULE 4**

##### **Promotional Positions - Certain Grammar Schools (Girls' Grammar School Brisbane, Ipswich Grammar School, Rockhampton Grammar School and Toowoomba Grammar School)**

##### **Arrangement of schedule**

Subject	Clause No.
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##### **Part S4.1 - Preliminary**

Title	S4.1.1
Coverage	S4.1.2
Date of operation	S4.1.3

##### **Part S4.2 - Terms and conditions of employment**

Terms and conditions of employment	S4.2.1
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##### **Part S4.3 - Definitions, remuneration**

General definitions	S4.3.1
Classification definitions	S4.3.2
Remuneration	S4.3.3
Progression within the band	S4.3.4
Assignment of positions	S4.3.5

##### **Part S4.4 - Miscellaneous**

Review of positions	S4.4.1
Pastoral positions	S4.4.2
Future review of Schedule positions	S4.4.3

#### **PART S4.1 - PRELIMINARY**

##### **S4.1.1 Title**

Schedule 4 is known as the Promotional Positions - Certain Grammar Schools (Girls' Grammar School Brisbane, Ipswich Grammar School, Rockhampton Grammar School, and Toowoomba Grammar School) Schedule.

##### **S4.1.2 Coverage**

Schedule 4 will apply to those employees appointed to promoted positions whose rates of remuneration are fixed by Schedule 4 and to the:

- \* Girls' Grammar School Brisbane;
- \* Ipswich Grammar School;

- \* Rockhampton Grammar School; and
- \* Toowoomba Grammar School;

as employers in relation to such employees.

#### **S4.1.3 Date of operation**

Schedule 4 takes effect from 30 June 2005 and replaces the Teachers' Award - Non-Governmental Schools - Promotional Positions - Certain Grammar Schools - Industrial Agreement.

### **PART S4.2 - TERMS AND CONDITIONS OF EMPLOYMENT**

#### **S4.2.1 Terms and conditions of employment**

Employees under Schedule 4 will be subject to applicable terms and conditions of employment contained in the Teachers' Award - Non-Governmental Schools 2003 but excluding:

- \* Clause 6.1 (Hours of work)
- \* Clause 6.2 (Overtime)
- \* Clause 5.6.1 (Subject Co-ordinators allowance)
- \* Clause 5.6.2 (Moderation allowance)

Provided however that clause 6.1 (Hours of work) and clause 6.2 (Overtime) shall apply to positions of Heads of Department and Teacher-in-Charge:

Provided further that an employee in receipt of an allowance or remuneration in accordance with this schedule will not be entitled to receive the allowance for AST prescribed in clause 5.4 (Advanced Skills Teacher) of the Award.

### **PART S4.3 - DEFINITIONS, REMUNERATION**

#### **S4.3.1 General definitions**

Administrative positions means the positions of Senior Administrator, Head of Department, Co-ordinator of Subjects and any other like position as deemed necessary by the Employing Authority for the good governance of the School.

#### **S4.3.2 Classification definitions**

- (a) *Senior Administrator* - A Senior Administrator shall be a teacher appointed as such who is responsible for the running of the School in the absence of the Principal. The Senior Administrator may be known as the Deputy Principal or other appropriate designation as determined by the Employing Authority.

All schools shall appoint a Senior Administrator:

Provided that at least 2 Administrators shall be appointed in schools between 300 - 1,200 students, one of whom shall be responsible for the running of the school in the absence of the Principal, with the second assuming the role of Assistant Principal or equivalent.

In schools of greater than 1,200, at least 3 such persons should be appointed.

- (b) *Administrative positions - academic*

- (i) Head of Department - Admin. 3A

A Head of Department - Admin. 3A level - shall be a teacher appointed as such in a school where the number of students enrolled in secondary classes exceeds 300 and where:

- (A) the subject or subjects concerned occupies over 60 hours in the weekly teaching program of the school;
- (B) the teacher has the responsibility for a teaching complement of at least 6 other teachers who are engaged in teaching such subject or subject areas as well as the responsibility for their own specific role as Head of Department.

Release Time for a teacher appointed to this classification shall be at the discretion of the Employing Authority, provided that, subject to all relevant circumstances as may pertain in each case and as a guide only, a teacher may be given up to 50% of the full teaching load which is inclusive of the release time normally provided for a full-time classroom teacher.

- (ii) Head of Department - Admin. 3B

A Head of Department - Admin. 3B level - shall be a teacher appointed as such where:

- (A) the subject or subjects concerned occupies between 49 and 60 hours in the weekly teaching program where the subject concerned is part of a large department consisting of groups of subjects or;
- (B) the subject or subjects concerned occupies between 46 and 60 hours in the weekly teaching program and the teacher has sole charge of the subject or subjects; and
- (C) the teacher has the responsibility for a teaching complement of at least 4 other teachers to a maximum of 6 teachers in the subject or subject areas, as well as the responsibility of their own specific role as Head of Department.

Release time for a teacher appointed to this classification shall be at the discretion of the Employing Authority, providing that subject to all relevant circumstances as may pertain in each case and as a guide only, a teacher may be given up to 45% of the full teaching load which is inclusive of the release time normally provided for a full-time classroom teacher.

(iii) Head of Department - Admin. 2

A Head of Department - Admin. 2 level - shall be a teacher appointed as such where:

- (A) the total number of hours allocated in the weekly teaching program is between 32 and 48 hours where the subject concerned is part of a larger department consisting of groups of subjects or;
- (B) the total number of hours allocated in the weekly teaching program is between 32 and 45 hours and the teacher is in sole charge of the teaching area; and
- (C) where the teacher has the responsibility for a teaching complement of at least 2 other teachers up to a maximum of 4 teachers in the subject or subject areas as well as the responsibility of their own specific role as Head of Department.

Release time for a teacher appointed to this classification shall be at the discretion of the Employing Authority, provided that, subject to all relevant circumstances as may pertain in each case and as a guide only, a teacher may be given up to 35% where the subject is part of a larger department and up to 40% where the teacher is in sole charge of the teaching area.

In either case, the aforementioned release time is inclusive of that normally provided for a full-time classroom teacher.

(iv) Teacher-in-Charge - Admin. 1

A Teacher-in-Charge - Admin. 1 level - shall be a teacher appointed as such who is in charge of a weekly teaching program of a subject area or areas which occupies fewer than 32 hours of weekly teaching time or is responsible for at least 1 other teacher in such subject or subject areas.

Release time for a Teacher-in-Charge shall be at the discretion of the Employing Authority, provided that, subject to all relevant circumstances as may pertain in each case, and as a guide only, where the subject or subject areas occupies between 16 - 31 hours, the teacher may be given up to 30% of the full teaching load which is inclusive of the release time normally provided for a full-time classroom teacher.

**S4.3.3 Remuneration**

Remuneration payable to Administrative Personnel - Senior Administrators, Heads of Department or equivalent - Admin. Levels 3A, 3B and 2 shall be on the basis of salaries set out herein. Remuneration for Teachers in Charge - Admin. Level 1 shall be on the basis of allowances as outlined with such allowances payable for all purposes of the Award.

Salaries

Classification Level	Per Fortnight	Per Fortnight	Per Annum	Per Annum
	Minimum	Maximum	Minimum	Maximum
	\$	\$	\$	\$

Senior Administrator	2,253.30	2,414.60	58,787	62,995
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Note: This is a range classification within which an Employing Authority may establish a single salary or package point or points based on an evaluation of the duties and responsibilities allotted to the particular position.

Classification Level	Per Fortnight \$	Per Annum \$
Head of Department Admin. 3A, 3B -		
Salary upon appointment	2,074.60	54,125
Salary 2nd step	2,114.90	55,176
Salary 3rd step	2,155.20	56,228
Salary 4th step	2,195.50	57,279
Salary 5th step	2,235.80	58,330
Admin. 2 -		
Salary upon appointment	2,046.20	53,384
Salary 2nd step	2,081.10	54,294
Salary 3rd step	2,115.90	55,202
Salary 4th step	2,150.80	56,113
Salary 5th step	2,185.70	57,023
Teacher-in-Charge Admin. 1 -		
Allowance upon appointment	47.15	1,230.00
Allowance 2nd year	70.70	1,845.00
Allowance 3rd year	94.30	2,460.00
Allowance 4th year	117.85	3,075.00
Allowance 5th year	141.45	3,690.00

NOTE: 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.

The allowances provided for Teacher-in Charge Admin. 1 by this schedule have an established relationship with the salary of a Band 3 Step 4 Teacher as prescribed in clause 5.1.2 of this Award and the salary prescribed for the above classifications. Adjustments to these allowances following State Wage determinations will maintain this relativity.

#### **S4.3.4 Progression within the band**

Schedule 5 is a minimum rates Schedule providing salary/allowance steps available to teachers in promotional positions within a Band, progression within the Band from one salary/allowance step to a higher salary/allowance step shall be by annual increment provided that no teacher shall be entitled to receive any increase in salary/allowance pursuant to this Schedule if the conduct, diligence and general efficiency of such employee shall have been considered unsatisfactory by the Employing Authority.

#### **S4.3.5 Assignment of positions**

The Employing Authority shall have final responsibility for the assignment of positions:

The level of positions and types of subjects occupying various levels shall be determined by the Employing Authority, who may, at its discretion consult with the School Advisory Committee. This Committee should consist of appointees of the Employing Authority, together with representatives of the Union who are members of the teaching staff of the school, as well as other representatives from the whole teaching staff.

### **PART S4.4 - MISCELLANEOUS**

#### **S4.4.1 Review of positions**

A review of promotional positions within the School may be conducted once every 3 years. These reviews may be

held in conjunction with the School Advisory Committee. Where there is a substantial or rapid change, an application may be made to the Employing Authority to review the position. Where an application to review the position is refused, the applicant may appeal through the disputes process.

#### **S4.4.2 Pastoral positions**

Teachers undertaking pastoral responsibilities such as year co-ordination or similar responsibilities, may be appointed by the Employing Authority and the teacher may be assigned to one of the 4 levels described in the Administrative Positions/Academic. The duration of such appointments shall be determined by the Employing Authority, who may consult with the School Advisory Committee.

#### **S4.4.3 Future review of Schedule position**

The parties agree that a review be undertaken at an appropriate time with the review to include such provisions as:

- \* the hours allocations and teaching complements attaching to the various positions;
- \* the classification structure and remuneration levels;
- \* release time;
- \* hours of duty;
- \* the pastoral positions;

for the purposes of deciding whether the provisions contained in Schedule 4 require future amendment to accommodate changes or re-evaluations within the Grammar School Sector of the Industry.

### **SCHEDULE 5**

#### **Positions of added responsibility - Brisbane and Townsville Grammar And Ipswich and Rockhampton Girls Grammar Schools**

##### **Arrangement of Schedule**

Subject Matter	Clause No.
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##### **Part S5.1 - Preliminary**

Title	S5.1.1
Coverage	S5.1.2
Date of operation	S5.1.3

##### **Part S5.2 - Terms and Conditions of Employment**

Terms and conditions of employment	S5.2.1
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##### **Part S5.3 - Definitions, Remuneration**

General definitions	S5.3.1
Classification definitions	S5.3.2
Remuneration	S5.3.3
Assignment of positions	S5.3.4
Salary packaging	S5.3.5

##### **Part S5.4 - Miscellaneous**

Savings	S5.4.1
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### **PART S5.1 - PRELIMINARY**

#### **S5.1.1 Title**

Schedule 5 is known as Positions of added responsibility Brisbane Grammar School, Ipswich Girls' Grammar School, Girls' Grammar School Rockhampton, and Townsville Grammar School Schedule.

#### **S5.1.2 Coverage**

Schedule 5 shall apply to those employees appointed to positions of added responsibility whose rates of remuneration are fixed by Schedule 5 and to the:

- \* Brisbane Grammar School;

- \* Townsville Grammar School;
- \* Ipswich Girls Grammar School; and
- \* Rockhampton Girls Grammar School

as employers in relation to such employees.

### **S5.1.3 Date of operation**

Schedule 5 takes effect from 30 June 2005 and replaces the Teachers' Award - Non-Governmental Schools Positions Of Added Responsibility - Brisbane and Townsville Grammar and Ipswich And Rockhampton Girls Grammar Schools Industrial Agreement.

## **PART S5.2 - TERMS AND CONDITIONS OF EMPLOYMENT**

### **S5.2.1 Terms and conditions of employment**

Employees under Schedule 5 shall be subject to applicable terms and conditions of employment contained in the Award but excluding:

- \* Clause 6.1 (Hours of work)
- \* Clause 6.2 (Overtime)
- \* Clause 5.6.1 (Subject Co-ordinators allowance)
- \* Clause 5.6.2 (Moderation allowance)

Provided however that clause 6.1 (Hours of work) and clause 6.2 (Overtime) shall apply to positions of Heads of Department and Teacher-in-Charge:

Provided further that an employee in receipt of an allowance or remuneration in accordance with this schedule shall not be entitled to receive the allowance for AST prescribed in clause 5.4 (Advanced Skills Teacher) of the Award.

## **PART S5.3 - DEFINITIONS, REMUNERATION**

### **S5.3.1 General definitions**

Positions of added responsibility shall mean the positions of Senior Administrator, Head of Department and Teacher-in-Charge as deemed necessary by the Employing Authority for the good governance of the School.

### **S5.3.2 Classification definitions**

- (a) *Senior administrator* - A Senior Administrator shall be a teacher appointed as such who may be known as Deputy Principal or other appropriate designation as determined by the employing authority.
- (b) *Positions of added responsibilities - academic*
  - (i) Head of Department - Level 4 - A Head of Department - Level 4 - shall be a teacher appointed as such in a school where the number of students enrolled in secondary classes exceeds 1000 and where:
    - (A) the subject or subjects concerned occupies 140 hours or more in the weekly teaching program of the school; and
    - (B) the teacher has sole responsibility for management of the subject or subject area.

Release time for a teacher appointed to this classification shall be 50% of the hours of duty prescribed in clause 6.1 of the Award:

Provided that such release time shall be inclusive of time normally provided a teacher for performance of duties other than rostered face to face teaching:

Provided further that the total amount of required time does not exceed the maximum set out in clause 6.1 of the Award.

- (ii) Head of Department - Level 3 - A Head of Department - Level 3 - shall be a teacher appointed as such in a school where the number of students enrolled in secondary classes exceeds 300 and where:
  - (A) the subject or subject area concerned occupies 65 and up to 140 hours in the weekly teaching program of the school; and

the teacher has sole responsibility for the subject or subject area; or

- (B) the subject or subject area concerned occupies 140 hours or more; and

the teacher accepts a shared responsibility for the subject or subject area (i.e. There are Sub-department Heads).

Release time for a teacher appointed to this classification shall be between 45% and 50% of the hours of duty prescribed in clause 6.1 of the Award:

Provided that such release time shall be inclusive of time normally provided a teacher for performance of duties other than rostered face to face teaching:

Provided further that the total amount of required time does not exceed the maximum set out in clause 6.1 of the Award.

- (iii) Head of Department - Level 2 - A Head of Department - Level 2 - shall be a teacher appointed as such where:

- (A) the subject or subject area concerned occupies 45 and up to 65 hours in the weekly teaching program; and

the teacher accepts sole responsibility for the subject or subject area concerned; or

- (B) the subject or subject area concerned occupies 65 and up to 140 hours; and

the teacher accepts a shared responsibility for the subject or subject area. (i.e. There are Sub-department Heads).

Release Time for a teacher appointed to this classification shall be between 35% and 40% of the hours of duty prescribed in clause 6.1 of the Award:

Provided that such release time shall be inclusive of time normally provided a teacher for performance of duties other than rostered face to face teaching:

Provided further that the total amount of required time does not exceed the maximum set out in clause 6.1 of the Award.

- (iv) Head of Department - Level 1 - A Head of Department - Level 1 - shall be a teacher appointed as such where the subject or subject area concerned occupies 30 and up to 45 hours in the weekly teaching program.

Release time for a teacher appointed to this classification shall be between 30% and 35% of the hours of duty prescribed in clause 6.1 of the Award:

Provided that such release time shall be inclusive of time normally provided a teacher for performance of duties other than rostered face to face teaching:

Provided further that the total amount of required time does not exceed the maximum set out in clause 6.1 of the Award.

- (v) Teacher-in-Charge - A Teacher-in-Charge - shall be a teacher appointed as such where the subject area or areas concerned occupy fewer than 30 hours of the weekly teaching program and the teacher accepts sole responsibility for the administration of such subject or subject areas.

Release time for a Teacher-in-Charge shall, where the subject or subject areas occupies between 16 - 29 hours, shall be up to 30% of the hours of duty prescribed in clause 6.1 of the Award:

Provided that such release time shall be inclusive of time normally provided a teacher for performance of duties other than rostered face to face teaching:

Provided further that the total amount of required time does not exceed the maximum set out in clause 6.1 of the Award.

### **S5.3.3 Remuneration**

Remuneration payable to positions of added responsibility shall be on the basis of salaries set herein:



Provided that an appointee to a position of Head of Department or Teacher-in-Charge, not eligible for salary at the maximum rate prescribed in clause 5.2 of the Award, may be paid an allowance at the rate shown until such time as that rate of salary is achieved: such allowance being payable for all purposes of the Award and Schedule 5.

Classification Level	Per Fortnight Minimum \$	Per Fortnight Maximum \$	Per Annum Minimum \$	Per Annum Maximum \$
Senior Administrator	2,253.30	2,414.60	58,787	62,995

Note: This is a range classification within which an Employing Authority may establish a single salary or package point or points based on an evaluation of the duties and responsibilities allotted to the particular position.

Classification Level	Salary Per Fortnight \$	Salary Per Annum \$	Allowance Per Fortnight \$	Allowance Per Annum \$
Head of Department				
Level 4	2,279.10	59,460	308.60	8,050
Level 3	2,239.90	58,437	269.30	7,027
Level 2	2,165.90	56,507	195.30	5,096
Level 1	2,118.70	55,275	148.20	3,866
Teacher-in-Charge	2,064.80	53,869	94.30	2,460

NOTE: 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.

The allowances provided by Schedule 5 reflect the difference between the salary of a band 3 Step 4 Teacher as prescribed by clause 5.1.2 of this Award and the salary for the classification set out above. Adjustments to these allowances following State Wage determinations will maintain this relativity.

### **S5.3.4 Assignment of positions**

The Employing Authority shall have final responsibility for the assignment of positions.

The level of positions and types of subjects occupying various levels shall be determined by the Employing Authority who shall consult with the School Advisory Committee. This Committee shall consist of appointees of the Employing Authority and representatives of the whole of the teaching staff including at least one member of the local chapter of the Union.

### **S5.3.5 Salary Packaging**

Notwithstanding any other provision of Schedule 5 a teacher may accept a non-cash benefit in lieu of the salary or allowance contained herein to the extent of 20% of the total remuneration package. Acceptance of such a benefit shall be entirely at the employee's discretion and any agreement in relation thereto shall be committed to writing; and

- \* have a specified life after which it shall expire unless it is mutually agreed to extend the life of the agreement; and
- \* any extension of an agreement shall also be committed to writing and signed by both parties.

## **PART S5.4 - MISCELLANEOUS**

### **S5.4.1 Savings**

The existing conditions and accrued entitlements of the employees, employed as at the coming into effect of this Schedule shall not be reduced as a result thereof.

## **SCHEDULE 6**

### **Positions of Senior Administration, and Positions of Added Responsibility in Catholic Schools,**

## Queensland

### S6.1 Coverage

S6.1.1 Schedule 6 will apply to employees of Catholic Education Employing Authorities in Queensland.

S6.1.2 Schedule 6 shall apply to Senior Administration Positions and Positions of Added Responsibility.

S6.1.3 Schedule 6 shall not apply to such persons who are in Holy Orders or are members of a recognised Religious Institute.

### Date of operation

Schedule 6 takes effect from 30 June 2005. This Schedule replaces the Teachers' Award - Non-Governmental Schools - Positions of Senior Administration, Positions of Added Responsibility in Catholic Schools, Queensland - Industrial Agreement.

### S6.2 Purposes

S6.2.1 The parties to Schedule 6 recognise that Catholic schools are conducted for the purposes related to the Mission of the Catholic Church in addition to those purposes common to all schools in Queensland.

S6.2.2 It is therefore accepted that the management structures appropriate to Catholic schools will reflect both the nature and ethos or the values that derive from those purposes and take account of different educational needs without prejudice to principles of public accountability and equity.

S6.2.3 Schedule 6 provides Senior Administration Positions and Positions of Added Responsibility in Catholic schools that:

- (a) assure quality learning for students;
- (b) provide a satisfactory career path for teachers;
- (c) incorporate a Christian leadership model that is committed to the principle of collegiality and subsidiarity;
- (d) value responsibility for people and for processes;
- (e) support school staff pastorally;
- (f) maintain quality management and accountability;
- (g) contribute positively to the particular ethos of the school;
- (h) are determined in a fair manner; and
- (i) receive just remuneration.

### S6.3 Existing contractual arrangements

S6.3.1 A person currently employed in either a Senior Administration Position or a Position of Added Responsibility with a continuing employment contract for a position which continues to exist, shall be appointed to that continuing position on the terms included in Schedule 6.

S6.3.2 A person employed with assured permanency in a position that continues to exist shall be eligible to continue in that position on the same basis as the previous employment, i.e. permanency in the position is assured:

Provided that the employee shall be remunerated within the terms of Schedule 6, and the employer may request and the employee may agree that a new contractual arrangement may be entered into as to continued tenure in the position, i.e. the parties may agree to adjust the permanency into fixed term arrangements.

### S6.4 Definitions

#### S6.4.1 *Senior administration positions*

Senior Administration Positions howsoever designated include all appointments of teachers within the school who provide support to the principal in the senior management of the school.

#### *S6.4.2 Positions of added responsibility*

- (a) Positions of Added Responsibility include all appointments of teachers within the school designated to provide support to the principal in the overall management of the school specifically in the areas of curriculum, pastoral care and other administrative responsibilities.
- (b) Provided that Senior Administration Positions and Positions of Added Responsibility do not include those positions which would fill a minor co-ordinating role and which attract an allowance payment in accordance with clause 5.6.2 of the Award or any other allowance of less than one point as defined.

### **S6.5 Appointment - secondary schools**

#### *S6.5.1 Senior administration in secondary schools*

- (a) Each person who accepts a position of Senior Administration in a secondary school shall be appointed for an initial period for 5 years with a further 5 year appointment subject to a satisfactory performance review at the conclusion of the first 5 years. The review/appraisal process shall be determined by the Employing Authority. That process will be based upon principles outlined in Attachment 1 of Schedule 6.
- (b) After the completion of an appointment period of 10 years, the Employing Authority may at its discretion advertise the position. Subject to a successful application the incumbent shall be appointed in accordance with clause S6.5.1(a).
- (c) After the completion of an appointment period of 10 years and notwithstanding the foregoing clause S6.5.1(b), the Employing Authority may, by mutual agreement with the incumbent and subject to satisfactory appraisal, appoint the incumbent for a period of up to 5 years. At the completion of this agreed period, the Employing Authority will advertise the position. Subject to a successful application the incumbent shall be appointed in accordance with clause S6.5.1(a).

### **S6.6 Positions of added responsibility in secondary schools**

S6.6.1 Each person who accepts a position of Added Responsibility in a Secondary School shall be appointed for an initial period of 3 years. A further 3 year appointment will be made subject to a continued designation of the position and a satisfactory performance review at the conclusion of the first 3 years. The review/appraisal process shall be determined by the Employing Authority. That process will be based upon principles outlined in Attachment 1 of Schedule 6.

S6.6.2 After the completion of an appointment period of 6 years, the Employing Authority may at its discretion advertise the position. Subject to a successful application the incumbent shall be appointed in accordance with clause S6.6.1 of Schedule 6.

S6.6.3 Should an incumbent holding a position resign during a period of the contract, a fixed term contract will be made for the balance of the current triennium. Any subsequent appointment will be made in accordance with clause S6.6.1 of Schedule 6

### **S6.7 Appointment - primary schools**

#### *S6.7.1 Senior Administration in primary schools*

- (a) Each person who accepts a position of Assistant to the Principal Religious Education or Assistant to the Principal Administration in a Primary school shall be appointed on the same terms and conditions as set out in clause S6.5.
- (b) Each person who accepts a position of Religious Education Co-ordinator in a primary school shall be appointed on the same terms and conditions as set out in clause S6.6.

### **S6.8 Termination of employment - primary and secondary**

S6.8.1 Both the employee and employer shall have the right to terminate employment in positions occupied in accordance with Schedule 6.

S6.8.2 In the case of a person categorised in accordance with clause S6.5 and clause S6.7.1(a) of Schedule 6, a minimum of 3 months' notice is required by either party.

S6.8.3 In the case of a person categorised in accordance with clause S6.6 and clause S6.7.1(b) of Schedule 6 a minimum of one month's notice is required by either party.

S6.8.4 A person whose position is terminated in accordance with the terms of Schedule 6 shall continue to be employed as a teacher under the terms and conditions of the Award:

Provided that, a person who occupies a position whose length of appointment is determined by clause S6.5 or clause S6.7.1 may be required to accept employment with the Employing Authority other than at the school where the previous position was held.

S6.8.5 Clause S6.8 shall not apply to any employee dismissed for incompetence, misconduct or neglect of duty who may be summarily dismissed without notice.

#### **S6.9 Allocation of senior administration positions**

S6.9.1 Enrolment levels for the purpose of allocation of Senior Administration Positions within bands as outlined in clause S6.13 and clause S6.19 of Schedule 6 shall be those taken from the Commonwealth School Census for the year prior to the operating year.

S6.9.2 Notwithstanding the provisions of clause S6.5 and clause S6.7.1 of Schedule 6, in the event of a decrease below the enrolment required for the allocation of a Senior Administration Position, the position shall continue for that year and for the following year and then shall cease to exist:

Provided that the incumbent of the position whose appointment has terminated shall be granted continued employment with the Employing Authority as a teacher.

S6.9.3 Notwithstanding the provisions of clause S6.5 and clause S6.7.1 of this Schedule, in the event of a decrease below or increase above the enrolment required for the current classification of a Senior Administration Position, the classification of the position will continue for that year and shall then be adjusted to the appropriate band at the beginning of the following year.

#### **S6.10 Relationship with the Award**

S6.10.1 All the terms and conditions of the Award and all other Schedules between the parties shall apply to persons covered by Schedule 6 for Positions of Added Responsibility, excepting clauses 1.6.14, 5.6.1 and 6.1 and for Senior Administration Positions only, clauses 1.6.6, 1.6.7, 4.3, 4.7, 6.1 and 6.2.

#### **S6.11 Release time senior administration positions - secondary**

S6.11.1 The following table of release time from teaching duties shall apply to Senior Administration Positions in Secondary Schools. The designated figure represents the proportion of the teaching load for which the appointee will be released. The teaching load is based on the maximum contact time in Schedule 9.

<b>School Size</b>	<b>Deputy Principal</b>	<b>Assistant Principal</b>
<300	0.6	0.3
300-599	0.7	0.35
600+	0.8	0.4
800+	0.9	0.45

S6.11.2 Provision of additional release time beyond the above allocation may be taken from the general teaching provision of a school in accordance with local decision, subject to the terms and conditions of Schedule 9 and the Award whichever is applicable.

#### **S6.12 Recognition of previous service for the position of deputy principal or assistant to the principal**

S6.12.1 All previous service as a Deputy Principal or Principal of a Catholic school shall be recognised in determining the appropriate salary level for the Deputy Principal. Such service as Deputy Principal or Principal is recognised provided that there is not a break of service exceeding 12 months.

S6.12.2 All service as an Assistant to the Principal, Deputy Principal or Principal of a Catholic school shall be recognised in determining the appropriate salary level for the Assistant to the Principal. Such service as Assistant to the Principal, Deputy Principal or Principal is recognised provided that there is not a break in service exceeding 12 months.

S6.12.3 A break in service of 12 months or more may be recognised as service for purposes of allocation of salary level, if that break was for the purposes of professional development or some other purpose acceptable to the Employing Authority.

#### **S6.13 Senior administration and positions of added responsibility - secondary**

### S6.13.1 Positions of senior administration

- (a) One position of Deputy Principal shall be established in all secondary schools with an enrolment of less than 300 students.
- (b) 2 positions of Deputy Principal shall be established in secondary schools with an enrolment in excess of 300 students.
- (c) 3 positions of Deputy Principal shall be established in secondary schools with an enrolment in excess of 1200 students.
- (d) Notwithstanding the provisions of clause S6.13.1(b) the Employing Authority may, at its discretion, create 2 Senior Administration Positions in lieu of the second position of Deputy Principal in schools with an enrolment in excess of 300 students.
- (e) Notwithstanding the provisions of clause S6.13.1(c) the Employing Authority may, at its discretion, create Senior Administration Positions in lieu of the third position of Deputy Principal in schools with an enrolment in excess of 1200 students

### S6.13.2 Allowance and release time: positions of added responsibility - secondary

- (a) The following table outlines the minimum points available commensurate with school enrolments for the provision of both allowance payments and release time for Positions of Added Responsibility in Secondary Schools.

School Enrolment	> 1000	851-1000	751 - 850	651 - 750	551 - 650	451 - 550	351 - 450	301 - 350	151 - 300	< or =150
Allocation of Pastoral (20%)	34	28	24	22	20	16	12	10	4	4
Academic, Other Pastoral and Others	130	108	96	84	73	61	44	38	16	12
Total	164	136	120	106	93	77	56	48	20	16

- (b) Enrolment levels for the purpose of allocation of Positions of Added Responsibility within the above bands shall be those taken from the Commonwealth School Census for the year prior to the operating year.

### S6.13.3 Allowance points value

- (a) The allowance for each of the 4 levels is calculated as follows:
  - one point of allowance will be equal to the Advanced Skills Teacher 1 rate or the Leading Teacher rate (as applicable);
  - 2 points of allowance will be equal to the Advanced Skills Teacher 1 rate or the Leading Teacher rate (as applicable) plus 1/29th of Band 3 Step 4 of the teacher classification scale;
  - 3 points of allowance will be equal to the Advanced Skills Teacher 1 rate or the Leading Teacher rate (as applicable) plus 2/29th of Band 3 Step 4 of the teacher classification scale;
  - 4 points of allowance will be equal to the Advanced Skills Teacher 1 rate or the Leading Teacher rate (as applicable) plus 3/29th of Band 3 Step 4 of the teacher classification scale.

### S6.13.4 Release points value

- (a) One point of release time is equal to a minimum of 48 minutes of face to face teaching.

## S6.14 Allocation of allowance and release points

### S6.14.1 Consultation

- (a) The School Consultative Committee in Secondary schools will make recommendations about release time within the available points allocated for the school and appropriate for the structure they have suggested. The Principal, following consultation with the SCC, shall determine the release time to be allocated to each PAR position.

### S6.14.2 Academic co-ordinators

- (a) In establishing the appropriate Academic PAR structure, the School Consultative Committee shall take account of the following:
- (i) all academic subject areas within a school shall be supervised either by an academic co-ordinator or a member of the Senior Administration Team;
  - (ii) there shall be 4 levels of allowance;
  - (iii) the co-ordinator of a subject area or group of subject areas shall receive an allowance in addition to the salary payable under the Award and a minimum release time according to the total number of teaching hours per average 5 day cycle as set out in the following table.

<b>Level</b>	<b>Allowance</b>	<b>Minimum Release</b>	<b>The number of hours a subject is taught in the school</b>
4	4 points	4 points	75 or more hours per average 5 day cycle
3	3 points	3 points	50-74 hours per average 5 day cycle
2	2 points	2 points	25-49 hours per average 5 day cycle
1	1 point	1 point	1 teacher with sole responsibility for a subject area

- (b) In determining if additional release time from the quantum available is necessary, the following factors will be considered:
- the number of teachers needing to be co-ordinated
  - the number of subjects involved in any area of academic responsibility
  - the curriculum structure of the school e.g. KLAs, Middle School and Senior School, unitised / vertical curriculum
  - the number of students studying subject / KLA
  - the structure of the school e.g. multiple campuses or 8-10, 11-12, 8-12 arrangements
  - school curriculum initiatives
  - other relevant factors.
- (c) A 10% flexibility level is permissible in allocating points to release time per position.

*For example:*

A level 4 Co-ordinator has the following allocation:

Salary points = 4. Release points = 4.  
10 per cent of 4 release points = 0.4 points.

If, for example, one point of release time is equivalent to 48 minutes of face to face teaching then 0.4 release points = (0.4 x 48 minutes) = 19.2 minutes.

In this example, the range for a 4 point release is (4 x 48 minutes)  $\pm$  19.2 minutes.

This will permit a Level 4 Co-ordinator release time of:

either 4 x 50 minute periods  
or 4 x 45 minute periods  
or 5 x 40 minute periods.

### S6.14.3 Pastoral co-ordinators

- (a) The appropriate designations, allowance and release time to be allocated, is determined by the principal following consultation with the School Consultative Committee.
- (b) The occupants of these positions may be responsible for the welfare of groups of students whether structured by year groups, "houses" in schools or otherwise.
- (c) In determining the appropriate allowances and release time to be recommended for Pastoral Coordinators, the School Consultative Committee shall take account of the following factors.
- the pastoral care structure of the school e.g. vertical or Year level
  - the number of students and teachers involved in the pastoral care structure

- the number of Year levels involved if structure is based on Year levels
- particular pastoral care needs peculiar to the school
- responsibility for outside school activities each of which is of more than 4 days' duration e.g. camps
- other relevant factors.

#### S6.14.4 *Other positions in response to emerging needs*

- (a) The appropriate designations, allowance and release time to be allocated, is determined by the principal following consultation with the School Consultative Committee.
- (b) In determining the appropriate allowances and release time to be recommended for these positions, the School Consultative Committee shall take account of the following factors:
  - impact of school initiatives e.g. VET, technology, "health promoting school"
  - the numbers of students and teachers involved in the program / activity
  - the level of overall resourcing in a particular area e.g. technical support.
  - other relevant factors
- (c) The occupants of these positions shall be responsible for activities which may include, but are not limited to, careers advice or sports co-ordination.
- (d) The term of appointment to these positions may be varied according to need and be less than that provided in clause S6.6 Such variation would be by consultation with the incumbent, the School Consultative Committee and the Principal/employing authority.

### **S6.15 Par points allocation in p-10 & p-12 schools**

#### S6.15.1 *Allocation of points to positions across primary and secondary enrolments*

The Principal is responsible for determining the appropriate PAR structure for the school. The School Consultative Committee shall propose to the Principal possible models of Positions of Added Responsibility appropriate for the particular school after consultation with the whole teaching staff.

In determining these models and recommending the appropriate allowances and release time, the SCC shall take into account factors such as:

- the distribution of positions that would occur if the primary and secondary components of the school were separate (as detailed in clauses S6.14, S19 and S20)
- the curriculum organisation of the school as a whole
- special curriculum initiatives that impact across the school
- the pastoral care structure of the total school
- the number of students and teachers involved in each segment of the pastoral care structure
- the campus structure
- the extent to which such things as technological provision and sporting competition cross over traditional primary/secondary categories
- the level of technical, clerical or aide support across primary and secondary components of the school.

#### S6.15.2 *Additional resourcing*

After considering the overall level of resources across the school, the employing authority, at its discretion, may provide additional points in exceptional circumstances.

### S6.16 Appointment of religious education co-ordinator - secondary schools with enrolments of less than 300 students

S6.16.1 In Secondary Schools with enrolments of less than 300 students, a Religious Education Co-ordinator may be appointed to a Position of Added Responsibility. The Employing Authority may at its discretion appoint an Assistant to the Principal Religious Education. The additional cost beyond the appropriate allowance pertaining to a Position of Added Responsibility shall be borne by the Employing Authority.

### **S6.17 School consultative committee - secondary - positions of added responsibility**

#### S6.17.1 *School consultative committee - secondary*

- (a) The Principal shall determine the appropriate middle management structure and release time for a secondary school. In determining this structure a consultative process involving the formation of a School Consultative Committee (SCC) will be followed.

- (b) Membership of the School Consultative Committee shall include:
- 2 persons nominated by the Employing Authority/Principal
  - one Union member elected by the school Chapter of the QIEU
  - one staff member elected by the teaching staff other than members of Senior Administration.
- (c) It would be appropriate for the School Consultative Committee to determine a number of options for the middle management structure which take account of the current organisation and future needs of the school. Consultation by the whole Committee with the entire teaching staff is recommended.
- (d) Appropriate management provision shall be made for pastoral, academic and other emerging needs of the contemporary secondary school. The Employing Authority in consultation with the School Consultative Committee will give consideration to the particular requirements of the school by first allocating up to 20% of available points to the pastoral area. Academic and other needs including pastoral needs will be assessed in the context of the remaining available points.
- (e) A consultative process involving participation of the School Consultative Committee will be the vehicle by which the school's middle management structure will be reviewed each 3 years or by local agreement. The detail and the form of such a review is to be negotiated between the parties.

## **S6.18 Role descriptions and key selection criteria for senior administration positions and positions of added responsibility**

### *S6.18.1 Role descriptions*

- (a) Role Descriptions for all Senior Administration Positions and Positions of Added Responsibility will be developed where they do not already exist. Such Role Descriptions may include statements similar to those below:
- (b) Contributions to the Mission/Ethos of the School or College
- Participate in processes that contribute to the positive development of the school mission and ethos
  - Participate in processes that assist in the formation of school/College policies and practices
- (c) Learning and teaching
- Develop and maintain effective teaching
  - Implement quality pedagogies
  - Plan, implement and evaluate the nature of student's learning outcomes
  - Develop collaborative ways of improving teaching and learning in specialised subject areas
- (d) Information, communication and technology
- Establish policies relating to the use of information technologies for students and teachers
  - Monitor the implementation of the use of information technologies for students and teachers
  - Plan for the provision of suitable professional development
- (e) Accountability including student outcomes
- Become familiar with QSA procedures and requirements relating to the programming and assessment
  - Develop and implement QSA and school based programs
  - Plan for the provision of quality professional development for staff
- (f) Accountability to school community
- Ensure quality reporting programs are in place for students, parents and staff
  - Work collaboratively with the school administration to develop these reporting programs
- (g) Professional development
- Access quality professional development for staff
  - Develop collaboratively school based professional development
  - Encourage participation in professional associations or similar organisation



(h) Management of staff and resources

- Work collaboratively with staff and administration to ensure appropriate allocation of classes
- Establish effective budgeting and resource process
- Ensure appropriate WHS procedures are established and monitored

S6.18.2 *Key selection criteria*

- (a) Key Selection Criteria will be developed where they do not exist currently. Such Key Selection Criteria could include:
- Demonstrated commitment to the Catholic mission/ethos of the school/college
  - Demonstrated achievement in the learning and teaching aspects of school life
  - Ability to implement and use creatively a range of activities associated with information technology
  - Demonstrated understanding of curriculum development and QSA and employing authority procedures
  - Ability to plan effectively and communicate an appropriate range of reporting processes
  - Demonstrated involvement and commitment to quality professional development
  - Ability to develop processes to manage staff and resources effectively and collaboratively

**S6.19 Remuneration and release time - primary schools**

S6.19.1A position of Assistant to the Principal Religious Education and a position of Assistant to the Principal Administration shall be established in schools with an enrolment of 451 or more students. The occupant of either of these positions may be required to deputise for the Principal in respect of short term absences.

S6.19.2A position of Assistant to the Principal Religious Education or Religious Education Co-ordinator shall be established in schools with an enrolment of 450 or less students.

S6.19.3In schools of 450 or less students, a specific teacher shall be designated to deputise for the Principal in respect of short term absences. Where the person deputising is not the Assistant to the Principal Religious Education or Religious Education Co-ordinator, an allowance of one point per annum shall be paid.

S6.19.4If REC/APRE does not deputise, the person appointed to deputise shall receive one point of allowance per annum by way of remuneration.

S6.19.5The following table outlines the minimum positions, form of remuneration and release time commensurate with school enrolments for Senior Administration Positions in Primary Schools.

PRIMARY SCHOOLS

<b>School enrolment</b>	<b>Minimum Positions</b>	<b>Allowance points</b>	<b>Release time</b>
<51	REC/APRE	1 pt	2 hrs
51-75	REC/APRE	1 pt	6 hrs
76-150	REC/APRE	1 pt	6 hrs
151-250	REC/APRE	2 pts	7.5 hrs
251-300	REC/APRE	2 pts	7.5 hrs
301-325	REC/APRE	3 pts	11 hrs
326-400	REC/APRE	3 pts	13.75 hrs
401-450	REC/APRE	4 pts	13.75 hrs
451-500	APRE + APA	Salaries	16.5 hrs (each position)
501-550	APRE + APA	Salaries	16.5 hrs (each position)
551-600	APRE + APA	Salaries	16.5 hrs (each position)
601-700	APRE + APA	Salaries	Full Release
701+	APRE + APA	Salaries	Full Release

S6.20 Appointment of assistant to the principal religious education or religious education co-ordinator - primary schools with enrolments of less than 150 students

S6.20.1 It is recognised by the parties that difficulty may be encountered in the attraction of suitable applicants to the

positions of Assistant to the Principal Religious Education or Religious Education Co-ordinator in schools in remote localities with enrolments of less than 150 students.

S6.20.2 The Employing Authority undertakes to make every effort to fill a vacant position both by internal notification and by newspaper advertisement. Should the position remain vacant, the Principal shall carry out the appropriate duties until a suitable applicant can be found:

Provided that a suitably qualified applicant may be appointed for a fixed term period of one year, in accordance with the fixed term provisions contained in clause 4.5 of the Award.

S6.21 Appointment of members of religious congregations to senior administration positions and positions of added responsibility

S6.21.1 An Employing Authority shall place in a school any number of Religious Congregation members it deems appropriate. Whilst placement of Congregational members would normally be at the beginning of the year or semester, placement may occur at other times. The Employing Authority, in making all placements shall consider the interests of the students, Principal and other staff members.

S6.21.2 The Employing Authority shall retain the right to appoint the Principal, and any other person to Positions of Added Responsibility through the Principal.

S6.21.3 Where a Congregational member is appointed to a position of Senior Administration or other Positions of Added Responsibility then the points allocated to both allowance and release time for such a position should be considered to be allocated as if the appointee was a salaried teacher.

S6.21.4 Schools shall not allocate points belonging to a Congregational member occupying a Position of Added Responsibility to any other Position of Added Responsibility in the school. A salaried teacher may be appointed to a Position of Added Responsibility previously held by a Congregational member. A Congregational member may be appointed to a Position of Added Responsibility previously held by a salaried teacher.

## **S6.22 Appointment of acting positions**

S6.22.1 *Provision for the appointment of a person to act in a Senior Administration Position or a Position of Added Responsibility.*

- (a) Clause S6.22.1 applies to the appointment of a person to act in the position of Deputy Principal, Assistant to the Principal (Administration), Assistant to the Principal (Religious Education), in Primary and/or Secondary schools or a Position of Added Responsibility.
- (b) Appointment to an acting position is for a defined period and shall be confirmed in writing.
- (c) An acting position may be determined in those situations where the incumbent is on leave or an interim vacancy exists.
- (d) The number and/or existence of such positions is determined by the employing authority.
- (e) The appointment to an acting position is for a fixed term of 4 or more continuous weeks. Clause S6.22.1 shall not preclude appointment to an acting position for less than 4 weeks for emergent reasons.
- (f) An appointment of 4 weeks may include student free days.
- (g) The 4 weeks or more of continuous service in the acting position will be exclusive of the vacation periods. Where the appointment is made across a vacation period the appointee will be paid at the acting rate for the vacation period. Where the appointment is contiguous to student free days the student free days shall be paid at the acting rate.
- (h) The salary rate paid shall be in accordance with the salary schedule outlined in Attachment 2 of this Schedule for that position provided that the acting appointee's experience in the position shall be recognised.
- (i) Where appropriate the employing authority/principal may call for expressions of interest from current employees regarding the acting position.
- (j) All paid leave taken during an acting appointment shall be paid at the appropriate acting rate.
- (k) School vacation leave, which is immediately following a period designated as acting, shall be paid at the acting rate.

- (l) When an employee takes paid leave immediately following a period designated as acting, that employee shall be paid for such leave at the acting rate.

### **S6.23 Amendment to the application of this Schedule**

S6.23.1 In special or unique circumstances the employing authority and the Union may enter into arrangements, the application of which will amend the provisions of this Schedule for an identified school. These arrangements will be recorded in writing by way of exchange of letters between the parties and will normally be for a period not exceeding 12 months.

#### **Attachment 1 - Review/Appraisal Process Principles**

The **Principles** that shall be applied to the appraisal process will include the following:

- Shared Responsibility
- Negotiation
- Consultation
- Self Review of Performance Based on Role Description and Duty Statements
- Validation
- Documentation
- Confidentiality
- Natural Justice
- Resourcing

The above **Principles** are elaborated in the following terms:

#### **Shared Responsibility:**

- The responsibility for the appraisal process is shared by the employer (or nominee) and the appraisee.
- The details of the process will clearly indicate who has the responsibility for each component of the process and how the responsibility will be exercised.

#### **Negotiation:**

- Negotiable aspects should be identified and documented within the broad framework developed by each employing authority/school for its appraisal process.
- The Principal/Appraisee should be prepared to discuss and agree upon certain aspects within the broad framework of the appraisal process.

#### **Consultation:**

- The Employing Authority/Principal consults collaboratively with the role holder for input and advice.
- The final decision on the appraisal process rests with the employing authority.

#### **Self Review of Performance Based on Role Description and Duty Statement:**

- The appraisee reflects upon practice within the framework of the Role Description and Duty Statement applicable during the term under review.
- These documents set and inform the parameters for the format of the self review.
- The self review may be transmitted in written, oral or some other negotiated form.
- The self review may be a culmination of on-going documentation of practice.
- The reflection includes areas of performance that are believed to have been effective and areas of performance that may require further development.
- It is the performance of the incumbent that is being reviewed. There is no judgement of the person involved.

#### **Validation:**

- Within the framework of the process, data related to the role and duty statements will be gathered to validate the self review.
- The methodology for validation shall form part of the consultation process.

#### **Documentation:**

- The Summative Appraisal generates a written report that is submitted to the Employing Authority/Principal. The report remains the property of the Employing Authority / Principal and the Appraisee.

**Confidentiality:**

- All materials other than the final report generated in the process shall remain confidential to that process.

**Natural Justice:**

- The appraisee is advised of the content of information obtained in relation to the appraisee as part of the process. Only information which has been substantiated will form part of the appraisal process.
- The appraisee has the right to approach the panel to be informed of the content and nature of the information gathered and the identity of those who supplied it.
- The appraisee is given reasonable opportunity to respond to the matters dealt with in the information.
- Any person asked to provide information for use in an appraisal process is to be advised, at the time of the request, that such information and the identity of the person providing the information may be made known to the appraisee.

**Resourcing:**

- Provision of appropriate resources for the process will be negotiated between the appraisee, those undertaking a role in the appraisal on the one hand and the employing authority on the other.
- Those elements of the process which are of the nature of self-appraisal will not receive additional resources from the employing authority.
- The level of resourcing to address the outcomes of appraisal will be a matter of negotiation between the appraisee and the employing authority.

**Attachment 2 - Wages and Allowances****Positions of Senior Administration and Positions of Added Responsibility**

<b>Position</b>	<b>Fortnightly \$</b>	<b>Annual \$</b>
<b>Middle Management Allowances</b>		
PAR Level 1	111.90	2,921
PAR Level 2	204.80	5,343
PAR Level 3	297.40	7,759
PAR Level 4	390.20	10,181
<b>Senior Administration Salary</b>		
AP Level 1	2,932.80	76,515
AP Level 2	3,001.40	78,304
AP Level 3	3,067.10	80,018
<b>Deputy Principals</b>		
DP 1st Year	3,001.40	78,304
DP 2nd Year	3,067.10	80,018
DP 3rd Year	3,139.10	81,897
DP 4th Year	3,210.60	83,762
DP 5th Year	3,286.10	85,732

**SCHEDULE 7****Promotional Positions - PMSA Schools****S7.1 Coverage**

This Schedule shall apply to those teachers appointed to promotional positions whose rates of remuneration are prescribed by this Schedule and who are employed by the PMSA.

**S7.2 Award**

The terms and conditions of the Award shall continue to apply to teachers covered by this Schedule except for clause 5.6.1 (Subject co-ordinators allowance) and clause 5.6.2 (Moderation allowance).

**S7.3 Introduction**

There will be a promoted positions structure within PMSA secondary schools. Such structure including the number of positions will be determined by the Principal/Headmaster as that necessary in the context of the school's academic and

curriculum structures and sustainable within the overall budgeting requirements of the School. Prior to such final determination the Principal/Headmaster shall consult with appropriate staff committees.

## **S7.4 Head of Department**

### *S7.4.1 Definitions*

- (a) Head of Department - Level 1 shall be a teacher appointed as such where the subject or subject area concerned occupies at least 75 hours in the weekly teaching programme in the secondary school.
- (b) Head of Department - Level 2 shall be a teacher appointed as such where the subject or subject area concerned occupies at least 45 hours in the weekly teaching programme in the secondary school.
- (c) Head of Department - Level 3 shall be a teacher appointed as such where the subject or subject area concerned occupies at least 30 hours in the weekly teaching programme in the secondary school.

*S7.4.2 Remuneration and release time* - A teacher who is appointed as a Head of Department in a school shall be entitled to additional remuneration and release time based on the following:

- (a) Remuneration would be by way of allowance payable in addition to the salary prescribed in the Award. The allowances payable would be as follows:

	Per annum
	\$
Level 1	8,898
Level 2	5,339
Level 3	3,560

- (b) The release time (from the normal weekly timetable teaching time) for teachers appointed to each level shall be as follows:

	Per annum
	\$
Level 1	3 hours
Level 2	3 hours
Level 3	2 hours

To allow greater flexibility and at the initiative of the Head of Department additional release time may be agreed at school level between the individual teacher and the Principal/Headmaster on the basis that no extra financial cost to the school shall be incurred.

## **S7.5 Co-ordinator**

*S7.5.1 Definition* - A subject co-ordinator shall mean a teacher who is appointed as such in a subject or subject area to accept sole responsibility for the program in the school.

*S7.5.2 Remuneration* - 5 levels of allowance would be available with the demands of the position determining the level of the allowance to be assigned to a particular position. This is *not* an incremental scale based on service.

	\$
Level 5	1,484
Level 4	1,969
Level 3	2,467
Level 2	2,966
Level 1	3,440

The above provisions shall not apply to a teacher filling a minor co-ordinating role where an allowance is paid in accordance with clause 5.6.2 of the Award.

*S7.5.3 Selection criteria* - The following selection criteria will be applied to assess the level of allowance to be paid to a particular co-ordinator position:

- (a) weighting of the subject in the curriculum as measured by student units (i.e. the number of students by the number of lessons in the week);
- (b) school curriculum priority (i.e. the emphasis on a particular subject area as part of the school development plan);

- (c) relative degree of autonomy required to be exercised by the teacher and extent of Departmental support (i.e. whether within or outside a Departmental support structure);
- (d) number of staff involved;
- (e) experience of the teacher (including in the role of co-ordinator and the professional experience that contributes to the teacher's ability to perform as a co-ordinator);
- (f) level of communication complexity (teachers in area being full-time, part-time, job share and across subject areas); and
- (g) extent of responsibility to Board of Senior Secondary School Studies.

### **S7.6 Selection procedures**

Appointment as a Head of Department or Co-ordinator shall be at the discretion of the Principal/Headmaster acting for and on behalf of the PMSA.

Suitability of an applicant for a position will be based on the requirements of the job description and general school needs.

From the job description an appropriate set of criteria will be developed for each position.

### **S7.7 Tenure**

S7.7.1 A teacher who is appointed to a promotional position shall retain that position except where:

- (a) the structural position has been abolished;
- (b) a teachers performance has been found deficient by a formal appraisal process;
- (c) after 3 years the position has been declared vacant and the teacher fails to be re-appointed to such a position.

### **S7.8 Staff development and appraisal**

It is agreed by the parties that an effective performance review procedure will be introduced.

It is accepted that consultation will occur at each school with the objective being to have an agreed procedure in place by the end of 1st term, 1992.

However, it is also accepted that from the PMSA viewpoint the absence of agreement will not be an impediment to the introduction of such procedure from term 2 of 1992.

### **S7.9 Pastoral care**

Pastoral care is an important and integral part of the philosophy of PMSA Schools as reflected in the Schools' Mission Statements. Therefore there will be a promotional structure in each school covering pastoral care positions.

Teachers appointed to these positions will be assigned by the Head of School one of the remuneration levels in the academic promoted positions scale.

### **S7.10 Term of Schedule**

Schedule 7 will operate from 30 June 2005. This Schedule replaces the Teachers' Award - Non Governmental Schools Promotional Positions - PMSA Schools - Industrial Agreement.

## **SCHEDULE 8**

### **Promotional positions - Anglican Schools Queensland**

#### **S8.1 Schedule coverage**

Schedule 8 shall apply to all teachers appointed to promotional positions with the exception of Deputy Headmasters and teachers appointed to assist the Headmaster. Schedule 8 shall apply to those teachers whose rates of pay and remuneration are prescribed by Schedule 8 and who are employed by the following schools:

All Saints Anglican School  
Anglican Church Grammar School  
Cannon Hill Anglican College  
Canterbury College  
Coomera Anglican College  
Fairholme College  
Frazer Coast Anglican College  
Hillbrook Anglican School  
Mathew Flinders Anglican College  
Somerset College  
St Aiden's Anglican Girl's School  
St Andrew's Anglican College  
St Hilda's School  
St Luke's Anglican College  
St Margaret's Anglican Girl's School  
St Paul's School  
The Cathedral School of St Anne and St James  
The Glennie School  
The Southport School  
Toowoomba Preparatory School.  
Trinity Anglican School  
West Moreton Anglican College  
Whitsunday Anglican College

## **S8.2 Introduction**

There will be a promotional positions structure within all schools covered by Schedule 8. Subject to clause S8.3 of Schedule 8, Schedule 8 prescribes conditions of employment for promotional positions in each school covered by the Schedule. To the extent that Schedule 8 also seeks to prescribe remuneration rates for promotional positions, an addition to the Schedule 8 will record the name of the employer, the establishment's location, the total number of PAR unit points allocated at the school and the operative date and approval date. Detailed application of the PAR unit points as identified in Table 1 shall be school specific as set out in a school profile prepared by the school.

The school profile shall include details in respect to the distribution of minimum PAR points of each school on a departmental basis and phasing-in arrangements where negotiated. The school profile will be filed with the Commission and may be used by either party as a reference point in respect to disputation involving Schedule 8. However the document shall remain confidential to the parties.

The school profile shall be executable at law however both parties undertake not to utilise the provisions of the document as the basis of an application for a common rule award in accordance with the Act.

## **S8.3 Award**

The terms and conditions of the Award shall continue to apply to teachers covered by Schedule 8 except for clause 5.6.1 (Subject co-ordinators allowance) and clause 5.6.2 (Moderation allowance).

## **S8.4 Promotional position**

A promotional position is defined as a teaching position within the promotional structure of each school (up to but not including Deputy Principal) where the incumbent is responsible for the co-ordination of all curricular, and co-curricular duties associated with a subject or subject area or the co-ordination of pastoral duties.

## **S8.5 Positions of added responsibility (PAR)**

### *S8.5.1 PAR's - Secondary academic curriculum*

The minimum number of promotional positions in each school shall be determined as follows:

- (a) Where the subject(s) or subject area(s) concerned in the secondary school occupies at least 75 hours in the weekly teaching program and a minimum of 6 teachers are employed therein, a Level 1 PAR shall be appointed to each subject(s) or subject area(s).
- (b) Where the subject(s) or subject area(s) concerned in the secondary school occupies at least 50 hours in the weekly teaching program and a minimum of 4 teachers are employed therein, a Level 2 PAR shall be appointed to each subject(s) or subject area(s).
- (c) Where the subject(s) or subject area(s) concerned in the secondary school occupies at least 25 hours in the weekly teaching program and a minimum of 2 teachers are employed therein, a Level 3 PAR shall be

appointed to each subject(s) or subject area(s).

- (d) Where a teacher has the sole responsibility for the co-ordination of the subject(s) or subject area(s) concerned in the secondary school a Level 4 PAR shall be appointed to each subject(s) or subject area(s).

#### S8.5.2 Remuneration and release time - academic

- (a) A teacher who is appointed as a PAR in the school shall be entitled to additional remuneration and release time based on the provisions as set out in table 1.

TABLE 1: MINIMUM PAR Allocation: Secondary School

PAR Level	Total PAR unit allocation	Minimum Salary allowance Release	Minimum Time school level	PAR unit to regulated at	Conditions
1	8	2	2	4	75 hours + 6 teachers
2	6	1.5	1.5	3	50 hours + 4 teachers
3	4	1	1	2	25 hours + 3 teachers
4	2	0.5	0.5	1	1 Teacher with sole responsibility

- (b) For the purpose of determining the appropriate remuneration and release time for each level of PAR one unit of allowance and one unit of release time shall be calculated as follows:

1 unit of allowance = 3.45% of Band 3 Step 4 of the salary scale in the Award.

1 unit of release time = 48 minutes per week.

- (c) The total number of unit allocations identified in column 2 of table 1 shall be distributed as follows:
- (i) 25% of total unit allocation paid as salary allowance
  - (ii) 25% of total unit allocation given as release time
  - (iii) 50% of total unit allocation to be distributed at school level as either salary allowance or release time or a combination of both.
- (d) The distribution of total unit allocation identified in clause S8.5.2(c)(iii) shall be at school level and shall be agreed between the school and the individual teacher. Should agreement not be reached the PAR unit allocation shall be equally distributed between the salary allowance and release time, and at the request of the individual teacher, shall be in writing.
- (e) Notwithstanding the provisions of clause S8.5.1 the minimum number of PAR units allocated to each secondary school covered by Schedule 8 shall be determined by the aggregation of unit values calculated by reference to Table 1, provided that the aggregated total shall not be less than the PAR units calculated in accordance with Table 2. Student numbers prescribed in Table 2 shall be based on the School Census figures from the previous year.

Table 2: Total school PAR allocation by student numbers - secondary

Student Numbers	Total PAR Units
0 - 150	Nil
151 - 300	14
301 - 339	28
340 - 449	42
450 - 549	70
550 - 649	84
650 - 849	97
850 - 999	125



Student Numbers	Total PAR Units
1000 +153	

- (f) A teacher appointed to a promotional position above Head of Department but below Deputy Principal shall be accredited with 12 PAR units. Units allocated to teachers employed in these positions shall be in addition to the minimum number of PAR units identified in Table 2.

The 12 PAR units prescribed in clause S8.5.2(f) shall be distributed between allowance units and release time units based on the formula prescribed in clause S8.5.2(b). The distribution of units shall be agreed between the Principal and the individual teacher.

#### S8.5.3 PAR's - Primary

The allocation of PAR units within primary schools or the primary school section of a school shall be negotiated at school level based on the academic and pastoral requirements of each school.

#### S8.5.4 PAR's - Pastoral

The allocation of PAR units for co-ordination of pastoral duties within each secondary school shall be negotiated at school level based on the requirements of each school. The parties will review this situation in 1993 with the intention of finalising arrangements for 1994.

#### S8.5.5 Existing contractual arrangements

- (a) A person employed in either a Senior Administrative position or a position of added responsibility in 1992, with a continuing employment contract for a position which continues to exist in 1993, shall be appointed to that continuing position on the terms included in Schedule 8.
- (b) A person employed with assured permanency in a position in 1992 and prior to that time and the position continues to exist shall be eligible to continue in that position in 1993 and thereafter on the same basis as the previous employment, that is, permanency in the position was assured:

Provided that the existing contractual arrangements may be terminated on the following basis:

- (i) the employer and the employee agree to waive the existing arrangements. Where this agreement exists the employee shall continue to be employed in accordance with the terms and conditions of this Schedule.
- (ii) the employee shall continue to have the remuneration paid for the duration of the contract unless a new contract is mutually agreed to. Remuneration for such a fixed terms contract shall be as expressed in the continuing contract and all employment rights and conditions under the Award shall be retained. Where the employer decides to "pay out" the contract in accordance with clause S8.5.5, the employee shall not be entitled to continue in that position:

Provided that where the employee wishes to continue in a position of added responsibility after the termination of the contract in accordance with clause S8.5.5, the employee shall reapply for the position. Selection to the position shall be based on the conditions set out in clause S8.5.

### S8.6 Selection procedures

Appointment to the position of PAR shall be at the discretion of the Principal acting for and on behalf of the employing authority. The suitability of an applicant for a position will be based on the requirements of the job description and general school needs. For each job description an appropriate set of criteria will be developed for each position.

### S8.7 Tenure

S8.7.1 A teacher who is appointed to a promotional position shall retain that position except where:

- (a) the promotional position has been abolished after consultation with the school's Joint Working Party; or
- (b) the teacher's performance has been found deficient by a formal appraisal process; or
- (c) the position has been declared open and the applicant fails to be reappointed to such a position:

Provided that this condition shall only be applied in circumstances where the school has undertaken academic and/or administrative change which has resulted in an alteration to the duties and/or

responsibilities of the existing position.

### **S8.8 Consultation**

The employing authority shall have the responsibility for the assignment of teachers to the position of PAR.

The level of PAR and the types of subjects occupying the various levels shall be determined by the employing authority following consultation with the school's Joint Working Party.

The school's Joint Working Party should consist of 2 appointees of the employing authority, 2 representatives of the Union who are members of the teaching staff of the school and 3 other representatives from the remaining teaching staff.

### **S8.9 Contract of appointment**

S8.9.1 A teacher appointed to a promotional position under this Schedule shall be provided with an offer of appointment, in writing, which sets out the following:

- (a) The total number of PAR unit points allocated to the position.
- (b) The distribution of unit points as between salary allowance and time release.

### **S8.10 Allowance alternative**

S8.10.1 The employing authority may offer individual teachers non cash benefits in lieu of the monetary allowance identified in the School Profile annexed to Schedule 8.

S8.10.2 The decision as to whether the allowance or non cash benefit is to be paid to individual teachers remains with the teacher.

S8.10.3 If the teacher decides to accept the offer identified in clause S8.10.1, the details of acceptance must be committed to writing and signed by the individual teacher and the employing authority. The agreement must have a specified life after which it shall expire unless it is mutually agreed to extend the life of the agreement. Any period of extension must be identified in writing and signed by both parties.

S8.10.4 A copy of any agreement reached in accordance with clause S8.10 must be held by both the employing authority, the individual teacher and the Union.

### **S8.11 Anomalies**

Anomalies arising out of the implementation of Schedule 8 will be referred to an anomalies committee comprised of 2 representatives of the employing party to Schedule 8 and 2 representatives of the Union.

The committee shall make appropriate recommendations to the relevant employing authority and or teacher seeking redress.

### **S8.12 Commencement of Schedule**

Schedule 8 shall operate as from 30 June 2005. Schedule 8 replaces the Teachers' Award - Non-Governmental Schools - Promotional Positions - Schools Associated With The Anglican Diocese Of Brisbane, Industrial Agreement and the Teachers' Award - Non-Governmental Schools - Promotional Positions - Anglican Diocese Of North Queensland Schools Commission, Industrial Agreement.

## **SCHEDULE 9**

### **Catholic Schools - Hours of Duty - Teaching Staff - Queensland**

#### **S9.1 Coverage**

Notwithstanding the provisions of the Award, this Schedule shall apply to those teachers employed by the Employing Authorities in Catholic Schools throughout the State of Queensland (but excluding All Hallows School) who are not categorised as principals, deputy principals, assistant to the principal - religious education or assistant to the principal - administration.

#### **S9.2 Date of operation**

Schedule 9 takes effect from 30 June 2005. Schedule 9 replaces the Catholic Schools - Hours Of Duty - Teaching Staff - Queensland, Industrial Agreement.

### **S9.3 Hours of duty - secondary**

The hours of duty of secondary teachers shall be up to 31 hours per week in those schools where existing arrangements require such a quantum. In all other cases, the hours of duty shall be 30.5 per week.

### **S9.4 Contact time**

Of the 31 hours or 30.5 hours required per week occurring between Monday and Friday in a secondary school a maximum of up to 21.5 hours shall be contact time. Contact time shall include programmed teaching time, programmed sporting, administrative/pastoral care classes and assembly time.

### **S9.5 Preparation and correction time - classroom teachers**

In addition an amount equal to 20% of actual contact time (excluding assembly time) shall be allocated to preparation and correction time. However part of this preparation and correction time may be used for supervision or cover periods for a yearly average of up to 10 periods per year.

### **S9.6 Other duties**

The remainder of the total quantum of hours shall be defined as "other duties" and shall include the following activities:

- movement between classes;
- preparation and correction outside the 20% mentioned above programmed in the school day;
- class/playground/transport etc. supervision;
- staff meetings;
- educational activities associated with the programmed curriculum;
- parent/teacher consultations which form part of the school's programmed reporting to parents;
- attendance at school for the required time before the commencement of classes;
- school worship;
- supervision or covers periods outside that mentioned above.

### **S9.7 Hours of duty - primary**

The hours of duty for primary teachers shall be up to 30 hours per week worked between Monday and Friday.

Class contact time in the primary area shall be 26 hours 40 minutes per week, and shall include face to face teaching, pastoral care and sporting activities which form part of the programmed school day.

The remaining hours shall be defined as "other duties" and shall include:

- class/playground/transport supervision;
- staff meetings;
- educational activities associated with the curriculum as programmed;
- attendance at school for the required time before the commencement of classes;
- school worship;
- parent/teacher consultations which form part of the school's programmed reporting to parents;
- sacramental programme;
- school assembly for administrative purposes.

### **S9.8 Playground supervision - primary teachers**

In those primary schools where duty of care obligations cannot be accommodated within the maximum quantum of 30 hours per week, an additional one hour per week shall be required for the performance of playground supervision.

### **S9.9 Overtime rate**

Overtime shall be payable in accordance with the provisions of clause 6.2 of the Award.

### **S9.10 Extra-curricular duties**

Extra-curricular activities shall be honorary and voluntary.

### **S9.11 Meal breaks**

Morning tea breaks of 50 minutes per week shall be included in the total number of hours per week.

Unpaid lunch breaks shall occur in accordance with existing practice.

#### **S9.12 Additional hours per term**

There shall also be a quantum of 3 hours per term which will be required of all primary and secondary teachers for attendance at special activities for particular groups, e.g. year level, whole school, special interest group activities.

#### **S9.13 Determination of other duties**

Other duties shall be exclusive of week-ends and public holidays, and shall be determined at the beginning of a term, semester or year by consultation between both Primary and Secondary teaching staff and the school administration, within the maximum allocation outlined in clauses S9.6 and S9.7. Variations to this arrangement as a result of emergent or unforeseen circumstances shall also be determined by way of the consultative process.

Disputes between the staff and the employing authority shall be processed through a grievance procedure which will be characterised by the following steps:

S9.13.1 In so far as it is possible, the principal should indicate to members of staff the extent and nature of other duties required of them on a semester by semester basis;

S9.13.2 Both the principal and the staff shall hold a formal meeting to discuss the issues arising out of such a requirement;

S9.13.3 If a consensus is not reached and both parties, namely the school staff and the principal cannot reach agreement, then both parties can have recourse of their industrial advisers.

#### **S9.14 Spread and flexibility**

The hours of duty required of a teacher in both the primary and secondary areas shall be flexible over a term or semester. Such requirements will be prospective and made known to the teacher involved.

#### **S9.15 Variation to existing arrangements**

Significant variation to existing practice, expressed in this Schedule during the 1992 school year in both Primary and Secondary schools, shall only occur to meet the needs of students and/or curriculum after consultation between the school administration teachers and the Union over the most appropriate means of implementing the change.

#### **S9.16 School level variation**

The employer, whether system or school, the employees concerned in each establishment, and the Union may consult over variation to the provisions herein or implementation thereof; the objective of consultation being to reach agreement on variation and implementation at enterprise level. The outcome of such consultation shall be recorded in writing and require endorsement of the parties to Schedule 9.

#### **S9.17 Vacation leave**

It is not intended to reduce the quantum of vacation periods currently being enjoyed by teaching staff. Any proposed variation to this arrangement which may arise as a result of changing educational needs would be subject to consultation and negotiation between the parties. Where agreement cannot be reached either party reserves the right to refer the matter to the Commission for determination.

### **SCHEDULE 10**

#### **Catholic Employing Authorities - Long Service Leave**

##### **S10.1 Application of Schedule**

Schedule 10 shall apply to all teachers employed in schools conducted by Catholic Education Employing Authorities but shall not apply to such teachers as are in Holy Orders or are members of a recognised Religious Teaching Order.

**S10.2** This Schedule shall be read subject to the provisions of the Award.

##### **S10.3 Definitions**

S10.3.1 "Act" means the *Industrial Relations Act 1999*, as amended or replaced.

S10.3.2 "Award" means the Teachers' Award-Non-Governmental Schools 2003.

S10.3.3 "Date of commencement" means in respect of each individual employer that date from which a teacher shall be entitled to long service leave of 13 weeks in respect of 10 years eligible service as specified hereunder.

S10.3.4 "Eligible service" means continuous service with the employer as from 1st January, 1982, and where a teacher is employed by a school at that date it shall include all continuous service at that school as from 1st January, 1975.

#### **S10.4 Long service leave entitlements not to be reduced**

Nothing in Schedule 10 shall be deemed or construed to diminish the conditions of long service leave any teacher was receiving prior to the date of coming into operation of Schedule 10.

#### **S10.5 Amount of long service leave**

A teacher shall be entitled to long service leave on full pay in respect of eligible service and the amount and further amounts of that long service leave shall be as follows:

S10.5.1 In respect of eligible service completed prior to the date of commencement in accordance with the Act.

S10.5.2 In respect of 10 years' eligible service undertaken as from the dates specified from the various individual Employers hereunder-13 weeks' long service leave.

S10.5.3 As from 1st January, 1973-Teachers employed by the Sacred Heart Fathers;

S10.5.4 As from 1st January, 1982-Teachers employed by the Augustinian Friars, Brigidine Sisters, Christian Brothers, De La Salle Brothers, Franciscan Friars, Franciscan Sisters, Good Samaritan Sisters, Loreto Sisters, Marist Brothers, Mercy Sisters (All Hallows), Oblates of Mary Immaculate, Presentation sisters, sisters of Charity, Sisters of the Sacred Heart of Jesus, Ursuline Sisters;

S10.5.5 As from 1st January, 1983-Teachers employed by the Mercy Sisters (Cairns);

S10.5.6 As from 1st January, 1985-Teachers employed by the Directors of Catholic Education of the Archdiocese of Brisbane and of the Dioceses of Cairns, Rockhampton, Toowoomba and Townsville, Josephite Sisters, Mercy Sisters (Rockhampton), Mercy Sisters (Townsville).

S10.5.7 In respect of a further or subsequent 10 years' eligible service completed after the date of commencement-13 weeks long service leave.

#### **S10.6 Mode of taking leave**

S10.6.1 A teacher may apply to take long service leave as from the date of commencement in respect of 10 years of continuous service notwithstanding the fact that the period of leave entitlement accrued may be less than 13 weeks.

S10.6.2 An employer may direct a teacher to take the full period of long service leave accrued within 12 calendar months of the date upon which the teacher's accrued entitlement reaches 13 weeks and the teacher shall so take that leave.

S10.6.3 The minimum and maximum periods of leave that may be taken shall be 4 weeks and 13 weeks respectively, with the proviso that where a teacher has accrued 26 weeks leave entitlement at the date of commencement, the teacher shall be granted leave up to a maximum at one time of 26 weeks.

S10.6.4 A teacher shall give at least 6 calendar months' notice in writing of the teacher's intention to take leave, and an employer shall give at least 6 calendar months' notice in writing of the direction to take leave, with the proviso that where the eligible service shall have been served with 2 or more employers, the period of notice shall be 9 calendar months for either party.

#### **S10.7 Payment in lieu**

Payment in lieu of leave shall be made in accordance with the entitlements granted by Schedule 10, and according to the Act.

#### **S10.8 Financial provisions**

An employer shall be liable as between itself and a teacher or a personal representative to pay the whole of the amount to which a teacher or the teacher's personal representative is entitled by way of payment for long service leave.

#### **S10.9 Transitional arrangements**

Where a teacher ceases employment with the employer prior to 1st January, 1985, and thereby payment in lieu of long service leave is made, the operative date for the calculation of eligible service as in clause S10.3.4 shall be the date of commencing continuous service at the school by which the teacher was employed at 1st January, 1982, notwithstanding that such date may be prior to 1st January, 1975.

#### **S10.10 Date of operation**

Schedule 10 takes effect from 30 June 2005. Schedule 10 replaces the Teachers-Catholic Schools (Long Service Leave Scheme) Industrial Agreement.

### **SCHEDULE 11**

#### **Catholic Schools Queensland - School Counsellors (Teacher)**

##### **S11.1 Coverage**

Schedule 11 shall apply to School Counsellors (Teacher) employed in schools under the control of the Employing Authorities in the State of Queensland but shall not apply to such person who are in Holy Orders or are members of a recognised Religious Order.

##### **S11.2 Date of operation**

Schedule 11 takes effect from 30 June 2005. Schedule 11 replaces the Teachers' Award (Non Governmental) Schools - Catholic Schools Queensland - School Counsellors (Teacher), Industrial Agreement.

##### **S11.3 Contract of employment**

Each person appointed to a position of School Counsellor shall be appointed for an initial period of 3 years with a further 3 year appointment subject to satisfactory performance review and continued designation of the position. Subject to continued satisfactory performance and continued designation of the position, the appointee may continue to be employed on a 3 x 3 year basis. A periodic review/appraisal process shall be determined by the Employing Authority. That process shall be in accordance with the principles set out in Schedule 6.

##### **S11.4 Recognition of prior service**

All previous experience as a School Counsellor, either in the Catholic Education system in Queensland or as a School Counsellor with any other school authority in Queensland or other States and Territories within Australia, shall be recognised by the Employing Authority in placing an employee on the appropriate salary step.

##### **S11.5 Professional development**

The specific nature of an employee's skills require professional development on an ongoing basis. It is the joint responsibility of both the Employing Authority and the employee to have due regard to this requirement.

##### **S11.6 Termination of employment**

S11.6.1 Should the position of School Counsellor cease to exist within a school or system and the School Counsellor concerned has performed satisfactorily in that position, they shall be guaranteed a teaching position by the Employing Authority and such salary and conditions contained in the Award.

S11.6.2 Provided further that clause S11.6 shall not apply to any employee dismissed for incompetence, misconduct, or neglect of duty, who may be summarily dismissed without notice.

##### **S11.7 Relationship to the Award**

All conditions of employment, other than those stated in Schedule 11 shall be in accordance with the Award excepting clauses 1.6.6, 1.6.14 and 5.6.1 of the Award.

##### **S11.8 Savings clause**

Existing employees shall not have their current conditions, contract of employment or salary reduced by the coming into effect of Schedule 11.

##### **S11.9 Definitions**

S11.9.1 *School Counsellor*

The School Counsellor is a person appointed as such at the discretion of the Employing Authority to provide a specialist guidance and counselling service within the context of a Catholic School.

The School Counsellor is required to address the relevant educational, personal, vocational and social needs of students within the school setting. In the wider context consultation is required with specialist and other personnel as well as various agencies in achieving service delivery.

The School Counsellor operates as an integral part of the school's educational team and provides services which are negotiated with and authorised by the School Principal in support of both the Mission of the school and the goals of the school's development plan:

Provided that the School Counsellor designation shall not include those persons employed to provide careers advice, work experience or other co-ordinating roles confined to the career/work experience area.

#### *S11.9.2 Qualifications*

Qualifications of a School Counsellor shall be:

- (a) Possession of an appropriate degree with major studies in psychology from a recognised tertiary institution and completion of an approved post graduate counsellor training program of at least one year's duration comprising academic course work, supervised practicum and a professional practices component with appropriate experience and demonstrated competency or other relevant qualifications which are acceptable to the employer.
- (b) Current teacher registration with appropriate experience and demonstrated competency.

#### *S11.9.3 Skills, knowledge and aptitudes*

A School Counsellor shall possess the following typical skills, knowledge and aptitudes,

- Highly developed interpersonal communication and human relations skills with awareness and sensitivity to a range of issues arising from guidance assessment and counselling practices.
- Planning and organisational skills.
- Skills and knowledge in community liaison and operating with community agencies and other professionals.
- Ability to deliver counselling services with minimal supervisory direction.
- Ability to participate in developmental planning processes of the school.
- Ability to provide advice to senior management in relation to the school's accountability for student welfare.
- Ability to perform or capacity to be trained to perform current comprehensive educational and psychological testing analysis and diagnosis, and to recommend appropriate strategies.
- Ability to offer a comprehensive referral service.
- Ability to liaise with appropriate government departments and agencies.
- Ability to devise and offer appropriate whole of school support programs for staff and students.
- Sound knowledge of curriculum provisions and the teaching/learning process.
- Sound knowledge and understanding of curriculum and developmental issues.
- Knowledge of relevant legislation within area of competence.

#### *S11.9.4 Experience*

- (a) "Appropriate Experience" as contained in clause S11.9.2(a) and clause S11.9.2(b) means 9 years' experience accumulated either as a Teacher or a Counsellor. In the case of experience as a Counsellor such experience shall have been obtained in a school environment.
- (b) Notwithstanding the provisions of clause 11.9.4(a) an employee who has less than 9 years' appropriate experience but who is:
  - (i) required to carry out the major and substantial responsibilities of the position of School Counsellor as defined in clause S11.9.1;  
and
  - (ii) who fulfils the qualification requirements contained in clause S11.9.2;  
and
  - (iii) who possesses the skills knowledge and aptitudes contained in clause S11.9.3;

shall be entitled to the full benefits of Schedule 11.

### **S11.10 Remuneration**

The following scale of minimum salaries shall apply to the School Counsellor position as defined:

	Per Annum \$
First year of service	68,869
Second year of service	70,904
Third year of service	72,945

### **S11.11 Matters reserved**

S11.11.1 The parties agree to enter into negotiations on:

- (a) hours of duty of School Counsellors based on existing custom and practice
- (b) other categories of School Counsellor which do not require the level of responsibility, qualifications and experience as the category contained in Schedule 11.

## **SCHEDULE 12**

### **Brisbane Catholic Education - School Counsellors (Teacher) - Special Education Consultants (Teacher)**

#### **S12.1 Coverage**

Schedule 12 shall apply to School Counsellors (Teacher) and Special Education Consultants (Teacher) employed in schools under the control of Brisbane Catholic Education, but shall not apply to such person who are in Holy Orders or who are members of a recognised Religious Order.

#### **S12.2 Date of operation**

Schedule 12 takes effect from 30 June 2005. Schedule 12 replaces the Teachers' Award (Non Governmental) Schools Brisbane Catholic Education School Counsellors (Teacher), Special Education Consultants (Teacher), Industrial Agreement.

#### **S12.3 Contract of employment**

Each person appointed to a position of School Counsellor or Special Education Consultant shall be appointed for an initial period of 3 years with a further 3 year appointment subject to satisfactory performance review and continued designation of the position. Subject to continued satisfactory performance and continued designation of the position, the appointee may continue to be employed on a 3 x 3 year basis. A periodic review/appraisal process shall be determined by the Employing Authority. That process shall be in accordance with the principles set out in Schedule 6.

#### **S12.4 Recognition of prior service**

All previous relevant experience as a School Counsellor or Special Education Consultant, either in the Catholic Education system in Queensland or as a School Counsellor or Special Education Consultant with any other school authority in Queensland or other States and Territories within Australia, shall be recognised by the Employing Authority in placing an employee on the appropriate salary step.

#### **S12.5 Professional development**

The specific nature of an employee's skills require professional development on an ongoing basis. It is the joint responsibility of both the Employing Authority and the employee to have due regard to this requirement.

#### **S12.6 Termination of employment**

S12.6.1 Should the position of School Counsellor or Special Education Consultant cease to exist within the Brisbane Catholic Education system and the School Counsellor or Special Education Consultant concerned has performed satisfactorily in that position, they shall be guaranteed a teaching position by the Employing Authority and such salary and conditions contained in the Award.

S12.6.2 Provided further that clause S12.6 shall not apply to any employee dismissed for incompetence, misconduct, or neglect of duty, who may be summarily dismissed without notice.



## **S12.7 Relationship to the Award**

All conditions of employment, other than those stated in Schedule 12 shall be in accordance with the Award excepting clauses 1.6.6, 1.6.14 and 5.6.1 of the Award.

## **S12.8 Savings clause**

Existing employees shall not have their current conditions, contract of employment or salary reduced by the coming into effect of Schedule 12.

## **S12.9 Definitions**

### *S12.9.1 School Counsellor*

The School Counsellor is a person appointed as such at the discretion of the Employing Authority to provide a specialist guidance and counselling service within the context of a Catholic School.

The School Counsellor is required to address the relevant educational, personal, vocational and social needs of students within the school setting. In the wider context consultation is required with specialist and other personnel as well as various agencies in achieving service delivery.

The School Counsellor operates as an integral part of the school's educational team and provides services which are negotiated with and authorised by the School Principal in support of both the Mission of the school and the goals of the school's development plan:

Provided that the School Counsellor designation shall not include those persons employed to provide careers advice, work experience or other co-ordinating roles confined to the career/work experience area.

### *S12.9.2 Qualifications - School Counsellor*

Qualifications of a School Counsellor shall be:

- (a) Possession of an appropriate degree with major studies in psychology from a recognised tertiary institution and completion of an approved post graduate counsellor training program of at least one year's duration comprising academic course work, supervised practicum and a professional practices component with appropriate experience and demonstrated competency or other relevant qualifications which are acceptable to the employer.
- (b) Current teacher registration with appropriate experience and demonstrated competency.

### *S12.9.3 Skills, Knowledge and Aptitudes - School Counsellor*

A School Counsellor shall possess the following typical skills, knowledge and aptitudes,

- Highly developed interpersonal communication and human relations skills with awareness and sensitivity to a range of issues arising from guidance assessment and counselling practices.
- Planning and organisational skills.
- Skills and knowledge in community liaison and operating with community agencies and other professionals.
- Ability to deliver counselling services with minimal supervisory direction.
- Ability to participate in developmental planning processes of the school.
- Ability to provide advice to senior management in relation to the school's accountability for student welfare.
- Ability to perform or capacity to be trained to perform current comprehensive educational and psychological testing analysis and diagnosis, and to recommend appropriate strategies.
- Ability to offer a comprehensive referral service.
- Ability to liaise with appropriate government departments and agencies.
- Ability to devise and offer appropriate whole of school support programs for staff and students.
- Sound knowledge of curriculum provisions and the teaching/learning process.
- Sound knowledge and understanding of curriculum and developmental issues.
- Knowledge of relevant legislation within area of competence.

### *S12.9.4 Special Education Consultant*

The Special Education Consultant is a person appointed as such at the discretion of the Employing Authority to provide a consultancy service in relation to special education within the context of a Catholic School.

The Special Education Consultant is required to co-operatively facilitate the planning, implementation,

monitoring and review of programs to meet the special education needs of students, and to interpret assessment results and reports. Enrolment Support Processes are conducted with school communities, necessitating consultation with specialist personnel and agencies in achieving service delivery.

The Special Education Consultant provides relevant professional support for those people involved in the delivery of education services to students with special needs.

The Special Education Consultant operates as an integral part of the school's educational team and provides services which are negotiated with and authorised by the School Principal in support of both the Mission of the school and the goals of the school's development plan.

#### *S12.9.5 Qualifications - Special Education Consultant*

Qualifications of a Special Education Consultant shall be;

- (a) Possession of an appropriate degree with major studies in special education or related fields; or other relevant qualifications which are acceptable to the employer;
- (b) Current teacher registration with appropriate experience and demonstrated competency.

#### *S12.9.6 Skills, knowledge and aptitudes - Special Education Consultant*

A Special Education Consultant shall possess the following typical skills, knowledge and aptitudes:

- Highly developed interpersonal communication and human relations skills with awareness and sensitivity to a range of issues arising from involvement and practices with students with special needs, their parents and teachers..
- Highly developed planning and organisational skills.
- Skills and knowledge in community liaison and operating with community agencies and other professionals.
- Knowledge of current approaches in service delivery to students with disabilities.
- Ability to provide service with minimal supervisory direction.
- Ability to participate in developmental planning processes of the school.
- Ability to provide recommendations to senior management in relation to the appropriate placement of students with disabilities.
- Ability to provide advice to senior management in relation to the school's accountability for student welfare.
- Ability to perform or capacity to be trained to perform current comprehensive educational testing analysis, to interpret analysis and diagnosis, and to recommend appropriate strategies.
- Ability to offer a comprehensive referral service.
- Ability to liaise with appropriate government departments and agencies.
- Ability to devise and offer appropriate whole of school support programs for staff and students.
- Sound knowledge of curriculum and developmental issues.
- Knowledge of relevant legislation within area of competence.

#### *S12.9.7 Experience School Counsellor - Special Education Consultant*

- (a) "Appropriate Experience" as contained in clause S12.9.2(a) and clause S12.9.2(b) means 9 years' experience accumulated either as a Teacher or a School Counsellor. In the case of experience as a School Counsellor such experience shall have been obtained in a school environment.
- (b) "Appropriate Experience" as contained in clause S12.9.5(b) means 9 years' experience accumulated either as a Teacher or Special Education Consultant. In the case of experience as a Special Education Consultant such experience shall have been obtained in a school environment.
- (c) Notwithstanding the provisions of clause S12.9.7(a) and clause S12.9.7(b) an employee who has less than 9 years' appropriate experience but who is:
  - (i) required to carry out the major and substantial responsibilities of the position of School Counsellor or Special Education Consultant as defined in clause S12.9.1 and clause S12.9.4; and
  - (ii) who fulfils the qualification requirements contained in clause S12.9.2 and clause S12.9.5; and
  - (iii) who possesses the skills knowledge and aptitudes contained in clause S12.9.3 and clause S12.9.6shall be entitled to the full benefits of Schedule 12.

### **S12.10 Remuneration**

The following scale of minimum salaries shall apply to the School Counsellor or Special Education Consultant positions as defined.

	Per annum \$
First year of service	68,869
Second year of service	70,904
Third year of service	72,945

### **SCHEDULE 13**

#### **Teaching Staff - The Uniting Church in Australia Property Trust (Q.) Moreton Bay College Occupational Superannuation**

##### **S13.1 Application**

Schedule 13 shall apply to the Logan Uniting Primary School, Moreton Bay College and the Scots PGC Warwick College and eligible employees (as defined) when employed in such schools.

##### **S13.2 Definitions**

S13.2.1 "Eligible employee" means all categories of teaching staff included in the list of callings of the Union. For the purposes of this Schedule, "eligible employee" means teachers employed in a full-time, temporary, part-time, fixed term or casual capacity.

S13.2.2 "The Plan", means The Uniting Church Employees' Superannuation Plan or the Queensland Independent Education Superannuation Scheme.

S13.2.3 "Ordinary time earnings" means:

- (a) In the case of full-time teachers the minimum fortnightly salary prescribed from time to time for teachers in clauses 5.1 and 5.2 of the Award, including the amount of any allowance which is prescribed from time to time for teachers by clauses 5.6.1 and 5.6.2 of the Award, and any salary allowance payable to the teacher by administrative arrangement. In the case of part-time and casual teachers the Award formula applied to the appropriate salary rate.
- (b) In the case of other eligible employees; the fortnightly, weekly or monthly salary as the case may be and any salary allowance prescribed in the contract of employment between the employee and employer.
- (c) In the case of all eligible employees; shall exclude allowances paid as reimbursement of expenses and annual leave loading.

##### **S13.3 Contributions**

S13.3.1 The Schools shall contribute to the nominated Plan on behalf of eligible employees an amount calculated at 3% of ordinary time earnings as defined.

S13.3.2 The School shall remit contributions on a monthly basis to the Plan in respect of eligible employees with the exception of casual employees.

In the case of casual employees contributions shall be made in respect of all time worked by the employees for the College during the course of any one year extending from 1 January to 31 December.

Such contributions shall be made by the School to the Plan at 31 December and 30 June of any one year subsequent to 1 January 1989, provided that prior to the aforementioned dates of remittance the individual employee has applied to join a Plan.

S13.3.3 Under the rules of a Plan, an employee may personally contribute additional fixed amounts to the Plan and arrangements shall be made for authorised deductions from the employee's salary to be forwarded to the Plan management.

Notwithstanding the foregoing casual employees shall not be afforded payroll deductions for this purpose, but shall make the appropriate arrangements directly with the Trustee(s) of the Plan.

S13.3.4A School may suspend for the applicable period, contributions made on behalf of an employee, if the

employee is absent from employment without pay.

S13.3.5 The obligation of a School to contribute to the Plan in respect of an eligible employee shall cease on the last day of such employee's employment with the College.

#### **S13.4 Freedom of choice**

S13.4.1 Each eligible employee shall be given equal access to all information concerning the approved occupational superannuation plans, as defined in clause S13.2.2. Such information shall be made available by the relevant School and the Union for the employee's consideration, in order that the employee is able to make an informed choice as to which approved occupational superannuation plan the employee wishes to make the contribution(s) specified in clause S13.3.

The Schools and the Union undertake to honour the intent of clause S13.4.

S13.4.2 Contributions shall be made to the Plan by the School on the written application of eligible employees.

S13.4.3 When a new employee commences in employment, the School shall advise the employee in writing of the employee's entitlements under this Schedule, within 2 weeks of the date of commencement of employment.

#### **S13.5 Transfer between plans**

If an employee is eligible to belong to more than one Plan, the employee shall be entitled to notify the School that the employee wishes the School to pay contributions in respect of the employee to the alternative Plan included in clause S13.2.2 but shall not be entitled to do so until the expiration of 3 years from the notification made by the employee pursuant to clause S13.4.2 or after the expiration of 3 years from the last notification made by the employee pursuant to clause 13.2. The School shall only be obliged to make such contributions to the new Plan where the School has been advised in writing:

- (a) of the employee's application to join the other Plan; and
- (b) that the employee has notified the Trustees of the employee's former Plan that the employee no longer wishes the contributions which are paid on the employee's behalf to be paid to that Plan.

#### **S13.6 General**

No additional amount shall be paid by the College for the establishment, administration, management or any other charges in connection with the Plan apart from the remittance of contributions on a regular basis.

#### **S13.7 Operation of Schedule**

Schedule 13 takes effect from 30 June 2005. This schedule replaces the Teaching Staff - The Uniting Church In Australia Property Trust (Q.) Moreton Bay College Occupational Superannuation, Industrial Agreement.

### **SCHEDULE 14**

#### **Teaching Staff - Emmanuel Education Limited trading as Emmanuel College, Carrara**

##### **S14.1 Application**

Schedule 14 shall apply to Emmanuel Education Limited trading as Emmanuel College, Carrara hereinafter referred to as the College and eligible employees (as defined) when employed by such College.

##### **S14.2 Definitions**

S14.2.1 "Eligible employee" means all categories of teaching staff included in the list of callings of the Union. For the purposes of Schedule 14, "eligible employee" means teachers employed in a full-time, temporary, part-time, fixed term or casual capacity.

S14.2.2 "The Plan" means the National Mutual Tailored Superannuation Fund or the Queensland Independent Education Superannuation Scheme.

S14.2.3 "Ordinary time earnings" means":

- (a) In the case of full-time teachers the minimum fortnightly salary prescribed from time to time for teachers in clauses 5.1 and 5.2 of the Award, including the amount of any allowance which is prescribed from time to time for teachers by clauses 5.6.1 and 5.6.2 of the Award, and any salary allowance payable to the teacher by administrative arrangement. In the case of part-time and casual

teachers the Award formula applied to the appropriate salary rate.

- (b) In the case of other eligible employees; the fortnightly, weekly or monthly salary as the case may be and any salary allowance prescribed in the contract of employment between the employee and employer.
- (c) In the case of all eligible employees; shall exclude allowances paid as reimbursement of expenses and annual leave loading.

### **S14.3 Contributions**

S14.3.1 The College shall contribute to the nominated Plan on behalf of eligible employees an amount calculated at 3% of ordinary time earnings as defined.

S14.3.2 The College shall remit contributions on a monthly basis to the Plan in respect of eligible employees with the exception of casual employees.

In the case of casual employees contributions shall be made in respect of all time worked by the employees for the College during the course of any one year extending from 1 January to 31 December.

Such contributions shall be made by the College to the Plan at 31 December and 30 June of any one year subsequent to 1 January 1989, provided that prior to the aforementioned dates of remittance the individual employee has applied to join a Plan.

S14.3.3 Under the rules of a Plan, an employee may personally contribute additional fixed amounts to the Plan and arrangements shall be made for authorised deductions from the employee's salary to be forwarded to the Plan management.

Notwithstanding the foregoing casual employees shall not be afforded payroll deductions for this purpose, but shall make the appropriate arrangements directly with the Trustee(s) of the Plan.

S14.3.4 The College may suspend for the applicable period, contributions made on behalf of an employee, if the employee is absent from employment without pay.

S14.3.5 The obligation of the College to contribute to the Plan in respect of an eligible employee shall cease on the last day of such employee's employment with the College.

### **S14.4 Freedom of choice**

S14.4.1 Each eligible employee shall be given equal access to all information concerning the approved Occupational Superannuation Plans, as defined in clause S14.2.2. Such information shall be made available by the relevant College and the Union for the employee's consideration, in order that the employee is able to make an informed choice as to which approved Occupational Superannuation Plan the employee wishes the College to make the contribution(s) specified in clause S14.3.

The College and the Union undertake to honour the intent of clause S14.4.

S14.4.2 Contributions shall be made to the Plan by the College on the written application of eligible employees.

S14.4.3 When a new employee commences in employment, the College shall advise the employee in writing of the employee's entitlements under Schedule 14, within 2 weeks of the date of commencement of employment.

### **S14.5 Transfer between plans**

If an employee is eligible to belong to more than one Plan, the employee shall be entitled to notify the College that the employee wishes the College to pay contributions in respect of the employee to the alternative Plan included in clause S14.2.2 but shall not be entitled to do so until the expiration of 3 years from the notification made by the employee pursuant to clause S14.4.2 or after the expiration of 3 years from the last notification made by the employee pursuant to clause S14.5. The College shall only be obliged to make such contributions to the new Plan where the College has been advised in writing :

- (a) of the employee's application to join the other Plan; and
- (b) that the employee has notified the Trustees of the employee's former Plan that the employee no longer wishes the contributions which are paid on the employee's behalf to be paid to that Plan.

### **S14.6 General**

No additional amount shall be paid by the College for the establishment, administration, management or any other charges in connection with the Plan apart from the remittance of contributions on a regular basis.

#### **S14.7 Operation of Schedule**

Schedule 14 takes effect from 30 June 2005. Schedule 14 replaces the Teaching Staff - Emmanuel Education Limited Trading As Emmanuel College Carrara Occupational Superannuation, Industrial Agreement.

#### **SCHEDULE 15**

##### **Teaching Staff - Board of Governors - Blackheath and Thornburgh College, Charters Towers**

#### **S15.1 Application**

This Schedule shall apply to Blackheath and Thornburgh College, Charters Towers hereinafter referred to as the College and eligible employees (as defined) when employed by such College.

#### **S15.2 Definitions**

S15.2.1 "Eligible employee" means all categories of teaching staff included in the List of Callings of the Union. For the purposes of this Schedule, "eligible employee" means teachers employed in a full-time, temporary, part-time, fixed term or casual capacity.

S15.2.2 "The Plan" means:

Queensland Independent Education and Care Superannuation Scheme, or Sunsuper, or BT Business Super.

Provided that employees who were contributing to Commonwealth Life or AXA Australia superannuation funds as at 1 July 2004 may remain in either of those funds.

S15.2.3 "Ordinary time earnings" means:

- (a) In the case of full-time teachers the minimum fortnightly salary prescribed from time to time for teachers in clauses 5.1 and 5.2 of the Award, including the amount of any allowance which is prescribed from time to time for teachers by clauses 5.6.1 and 5.6.2 of the Award, and any salary allowance payable to the teacher by administrative arrangement. In the case of part-time and casual teachers the Award formula applied to the appropriate salary rate.
- (b) In the case of other eligible employees; the fortnightly, weekly or monthly salary as the case may be and any salary allowance prescribed in the contract of employment between the employee and Employer.
- (c) In the case of all eligible employees; shall exclude allowances paid as reimbursement of expenses and annual leave loading.

#### **S15.3 Contributions**

S15.3.1 The College shall contribute to the nominated Plan on behalf of eligible employees an amount calculated at 3% of ordinary time earnings as defined.

S15.3.2 The College shall remit contributions on a monthly basis to the Plan in respect of eligible employees with the exception of casual employees.

In the case of casual employees contributions shall be made in respect of all time worked by the employees for the College during the course of any one year extending from 1 January to 31 December.

Such contributions shall be made by the College to the Plan at 31 December and 30 June of any one year subsequent to 1 January 1989, provided that prior to the aforementioned dates of remittance the individual employee has applied to join a Plan.

S15.3.3 Under the rules of a Plan, an employee may personally contribute additional fixed amounts to the Plan and arrangements shall be made for authorised deductions from the employee' salary to be forwarded to the Plan management.

Notwithstanding the foregoing casual employees shall not be afforded payroll deductions for this purpose, but shall make the appropriate arrangements directly with the Trustee(s) of the Plan.

S15.3.4 The College may suspend for the applicable period, contributions made on behalf of an employee, if the

employee is absent from employment without pay.

S15.3.5 The obligation of the College to contribute to the Plan in respect of an eligible employee shall cease on the last day of such employee's employment with the College.

#### **S15.4 Freedom of choice**

S15.4.1 Each eligible employee shall be given equal access to all information concerning the approved occupational superannuation plans, as defined in clause S15.2.2. Such information shall be made available by the relevant College and the Union for the employee's consideration, in order that the employee is able to make an informed choice as to which approved occupational superannuation plan the employee wishes the College to make the contribution(s) specified in clause S15.3.3

The College and the Union undertake to honour the intent of clause S15.4.

S15.4.2 Contributions shall be made to the Plan by the College on the written application of eligible employees.

S15.4.3 When a new employee commences in employment, the College shall advise the employee in writing of the employee's entitlements under this Schedule, within 2 weeks of the date of commencement of employment.

#### **S15.5 Transfer between plans**

If an employee is eligible to belong to more than one Plan, the employee shall be entitled to notify the College that the employee wishes the College to pay contributions in respect of the employee to the alternative Plan included in clause S15.2.2 but shall not be entitled to do so until the expiration of 3 years from the notification made by the employee pursuant to clause S13.4.2 or after the expiration of 3 years from the last notification made by the employee pursuant to this clause. The College shall only be obliged to make such contributions to the new Plan where the College has been advised in writing:

- (a) of the employee's application to join the other Plan; and
- (b) that the employee has notified the Trustees of the employee's former Plan that the employee no longer wishes the contributions which are paid on the employee's behalf to be paid to that Plan.

#### **S15.6 General**

No additional amount shall be paid by the College for the establishment, administration, management or any other charges in connection with the Plan apart from the remittance of contributions on a regular basis.

#### **S15.7 Operation of Schedule**

Schedule 15 takes effect from 30 June 2005. This Schedule replaces the Teaching Staff - Board Of Governors - Blackheath And Thornburgh College, Charters Towers Occupational Superannuation, Industrial Agreement.

### **SCHEDULE 16**

#### **AB Paterson College Ltd**

#### **S16.1 Coverage**

Schedule 16 shall apply to the AB Paterson College Ltd. and to all employees of that College who are covered by the Award.

#### **S16.2 Approval fund**

Notwithstanding the provisions of the Award the Prudential Select Superannuation Plan shall be an approved fund (in addition to those funds identified in the Award) for employees covered by Schedule 16.

#### **S16.3 Fund**

"Fund" means:

Queensland Independent Education and Care Superannuation Scheme, or Colonial First State - First Choice Employer Super, or BT Business Super.

#### **S16.4 Operation of Schedule**

Schedule 16 takes effect from 30 June 2005. This Schedule replaces the Teachers' Award (Non-Governmental)

## **SCHEDULE 17**

### **Teaching Staff - Montessori School Limited of Fig Tree Pocket**

#### **S17.1 Application**

Schedule 17 shall apply to Montessori School Limited of Fig Tree Pocket hereinafter referred to as the School and eligible employees (as defined) when employed by such school.

#### **S17.2 Definitions**

S17.2.1 "Eligible Employee" means all categories of teaching staff included in the list of callings of the Union. For the purposes of Schedule 17, "eligible employee" means teachers employed in a full-time, temporary, part-time, fixed term or casual capacity.

S17.2.2 "The Plan", means:

Sunsuper or The Queensland Independent Education Superannuation Scheme.

S17.2.3 "Ordinary time earnings" means:

- (a) In the case of full-time teachers the minimum fortnightly salary prescribed from time to time for teachers in clauses 5.1 and 5.2 of the Award, including the amount of any allowance which is prescribed from time to time for teachers by clauses 5.6.1 and 5.6.2 of the Award, and any salary allowance payable to the teacher by administrative arrangement. In the case of part-time and casual teachers the Award formula applied to the appropriate salary rate.
- (b) In the case of other eligible employees: the fortnightly, weekly or monthly salary as the case may be and any salary allowance prescribed in the contract of employment between the employee and employer.
- (c) In the case of all eligible employees: shall exclude allowances paid as reimbursement of expenses and annual leave loading.

#### **S17.3 Contributions**

S17.3.1 The School shall contribute to the nominated Plan on behalf of eligible employees an amount calculated at 3% of ordinary time earnings as defined.

S17.3.2 The School shall remit contributions on a monthly basis to the Plan in respect of eligible employees with the exception of casual employees.

In the case of casual employees contributions shall be made in respect of all time worked by the employees for the individual School during the course of any one year extending from 1 January to 31 December.

Such contributions shall be made by the School to the Plan at 31 December and 30 June of any one year subsequent to 1 January 1989, provided that prior to the aforementioned dates of remittance the individual employee has applied to join a Plan.

S17.3.3 Under the rules of a Plan, an employee may personally contribute additional fixed amounts to the Plan and arrangements shall be made for authorised deductions from the employee's salary to be forwarded to the Plan management.

Notwithstanding the foregoing casual employees shall not be afforded payroll deductions for this purpose, but shall make the appropriate arrangements directly with the Trustee(s) of the Plan.

S17.3.4 The school may suspend for the applicable period, contributions made on behalf of an employee, if the employee is absent from employment without pay.

S17.3.5 The obligation of the School to contribute to the Plan in respect of an eligible employee shall cease on the last day of such employee's employment with the School.

#### **S17.4 Freedom of choice**

S17.4.1 Each eligible employee shall be given equal access to all information concerning the approved occupational superannuation plans, as defined in clause S17.2.2. Such information shall be made available by the relevant



School and the Union for the employee's consideration, in order that the employee is able to make an informed choice as to which approved occupational superannuation plan the employee wishes the Employing Authority to make the contribution specified in clause S17.3.

The Corporation and the Union undertake to honour the intent of clause S17.4.

S17.4.2 Contributions shall be made to the Plan by the School on the written application of eligible employees.

S17.4.3 When a new employee commences in employment, the School shall advise the employee in writing of the employee's entitlements under this Schedule, within 2 weeks of the date of commencement of employment.

### **S17.5 Transfer between plans**

If an employee is eligible to belong to more than one Plan, the employee shall be entitled to notify the school that the employee wishes the School to pay contributions in respect of the employee to the alternative Plan included in clause S17.2.2 but shall not be entitled to do so until the expiration of 3 years from the notification made by the employee pursuant to clause S17.4.2 or after the expiration of 3 years from the last notification made by the employee pursuant to clause S17.5. The School shall only be obliged to make such contributions to the new Plan where the School has been advised in writing:

- (a) of the employee's application to join the other Plan, and
- (b) that the employee has notified the Trustees of the employee's former Plan that the employee no longer wishes the contributions which are paid on the employee's behalf to be paid to that Plan.

### **S17.6 General**

No additional amount shall be paid by the School for the establishment, administration, management or any other charges in connection with the Plan apart from the remittance of contributions on a regular basis.

### **S17.7 Operation of Schedule**

This Schedule takes effect from 30 June 2005. This schedule replaces the Teaching Staff - Montessori School Limited Of Fig Tree Pocket Occupational Superannuation, Industrial Agreement.

## **SCHEDULE 18**

### **Teaching Staff - Catholic Schools (Queensland) Occupational Superannuation**

#### **S18.1 Application**

Schedule 18 shall apply to the Employing Authorities and eligible employees (as defined) when employed in schools under the control of the Employing Authorities in the State of Queensland.

#### **S18.2 Definitions**

S18.2.1 "Eligible Employee" means all categories of teaching staff included in the list of callings of the Union, and in particular those employees designated Teacher, Teacher on Secondment, Deputy Principal, Assistant to the Principal (Religious Education) and Assistant to the Principal (Administration).

Notwithstanding the foregoing, "eligible employee" also means teachers employed in a full-time, temporary, part-time, fixed term or casual capacity.

S18.2.2 "The Plan" means:

- (a) Queensland Roman Catholic Retirement Plan as amended and the Queensland Independent Education Superannuation Scheme in the case of the following:

Lourdes Hill College Ltd  
Trustees of the Sisters of the Brigidine Congregation  
Trustees of the Christian Brothers, (Queensland  
The Sisters' of St. Joseph of the Most Sacred Heart of Jesus  
Corporation of the Sisters of Mercy of the Diocese of Rockhampton  
Institute of the Missionary Franciscan Sisters of the Immaculate Conception  
The Association of the Franciscan Order of Friars Minor  
Corporation of the Sisters of Mercy of the Diocese of Townsville  
Corporation of the Sisters of Mercy of the Diocese of Cairns  
Congregation of the Religious Sisters of Charity of Australia

- Corporation of the Trustees of the Order of the Sisters of Mercy in Queensland  
 Corporation of the Trustees of the Presentation Sisters in Queensland  
 Provincial of the Order of Hermits of Saint Augustine in Australia  
 Loreto Properties Association.  
 Council of Stuartholme School  
 Corporation of the Trustees of the Roman Catholic Archdiocese of Brisbane  
 Roman Catholic Trust Corporation for the Diocese of Cairns  
 Roman Catholic Trust Corporation for the Diocese of Rockhampton  
 Roman Catholic Trust Corporation for the Diocese of Townsville.
- (b) National Catholic Superannuation Fund and the Queensland Independent Education Superannuation Scheme in the case of:
- Trustees of the Marist Brothers  
 Community of Ursuline Nuns  
 Corporation of the Society of the Missionaries of the Sacred Heart Toowoomba  
 Corporation of the Roman Catholic Diocese of Toowoomba;
- (c) in the case of the Trustees of the Da La Salle Brothers, The De La Salle/Brigidine Superannuation Fund and the Queensland Independent Education Superannuation Scheme;
- (d) in the case of the Corporation of the Oblates of Mary Immaculate, Iona College Superannuation Fund and the Queensland Independent Education Superannuation Scheme.

S18.2.3 "Ordinary time earnings" means:

- (a) in the case of teachers the minimum fortnightly salary prescribed from time to time for teachers in clauses 5.1 and 5.2 of the Award, including the amount of any allowance which is prescribed from time to time for teachers by clauses 5.6.1 and 5.6.2 of the Award, and any salary allowance payable to the teacher by administrative arrangement;
- (b) in the case of other eligible employees; the fortnightly salary and any salary allowance prescribed in the contract of employment between the employee and the Employing Authority;
- (c) in the case of all eligible employees; shall exclude allowances paid as reimbursement of expenses and annual leave loading.

### **S18.3 Contributions**

S18.3.1 The Employing Authority shall contribute to the Plan on behalf of eligible employees an amount calculated at 3% of ordinary time earnings.

Contributions shall commence to be paid from:

- (a) in the case of employees who are employed at 1 January 1989, at the rate of 1.5% from 1 January 1989 and a further 1.5% from 1 July 1989;
- (b) notwithstanding the foregoing those employees of the Marist Brothers' College, Ashgrove received a 1.5% contribution by administrative concession from 1 January 1988 will not receive a further 1.5% contribution until 1 July 1989;
- (c) in the case of employees who are employed subsequent to 1 January 1989 and prior to 1 July 1989 the rate of 1.5% from the employees' date of commencement with a further 1.5% payable from 1 July 1989;
- (d) in the case of employees who are employed subsequent to 1 July 1989 at the rate of 3% from the employees' date of commencement.

S18.3.2 The Employing Authorities shall remit contributions on a monthly basis to the Plan in respect of eligible employees with the exception of casual employees.

In the case of casual employees contribution shall be made in respect of all time worked by the employees for the individual Employing Authorities during the course of any one year extending from 1 January to 31 December.

Such contributions shall be made by the Employing Authorities to the Plan at 31 December and 30 June of any one year subsequent to 1 January 1989, provided that prior to the aforementioned dates of remittance the individual employee has applied to join the Plan.

S18.3.3 Under the rules of the Plan, an employee may personally contribute additional fixed amounts to the Plan and arrangements shall be made for authorised deductions from the employee's pay to be forwarded to the Plan management.

Notwithstanding the foregoing casual employees shall not be afforded payroll deductions for this purpose, but shall make the appropriate arrangements directly with the Trustee(s) of the Plan.

S18.3.4 The Employing Authorities may suspend for the applicable period, contributions made on behalf of an employee, if the employee is absent from employment without pay.

S18.3.5 The obligation of an Employing Authority to contribute to the Plan in respect of an eligible employee shall cease on the last day of such employee's employment with the Employing Authority.

#### **S18.4 Freedom of choice**

S18.4.1 Each eligible employee shall be given equal access to all information concerning the approved occupational superannuation plans, as defined in clause S18.2.2. Such information shall be made available by the relevant Employing Authority and the Union for the employee's consideration, in order that the employee is able to make an informed choice as to which approved occupational superannuation plan the employee wishes the Employing Authority to make the contribution(s) specified in clause S18.3.

The Employing Authorities and the Union undertake to honour the intent of clause S18.4.

S18.4.2 Contributions shall be made to the Plan by Employing Authorities on the written application of eligible employees.

S18.4.3 When a new employee commences in employment, the Employing Authority shall advise the employee in writing of the employee's entitlements under this Schedule, within 2 weeks of the date of commencement of employment.

#### **S18.5 Transfer between plans**

If an employee is eligible to belong to more than one Plan, the employee shall be entitled to notify the Employing Authority that the employee wishes the Employing Authority to pay contributions in respect of the employee to the alternative Plan included in clause S18.2.2 but shall not be entitled to do so until the expiration of 3 years from the notification made by the employee pursuant to clause S18.4.2 or after the expiration of 3 years from the last notification made by the employee pursuant to clause S18.5. The Employing Authority shall only be obliged to make such contributions to the new Plan where the Employing Authority has been advised in writing:

- (a) of the employee's application to join the other Plan, and
- (b) that the employee has notified the Trustees of the employee's former Plan that the employee no longer wishes the contributions which are paid on the employee's behalf to be paid to that Plan.

#### **S18.6 General**

No additional amount shall be paid by the Employing Authorities for the establishment, administration management or any other charges in connection with the Plan apart from the remittance of contributions on a regular basis.

#### **S18.7 Date of operation**

Schedule 18 takes effect from 30 June 2005. Schedule 18 replaces the Teaching Staff-Catholic Schools (Queensland) Occupational Superannuation, Industrial Agreement.

### **SCHEDULE 19**

#### **Minimum wages and allowances - Catholic Education Employing Authorities**

19.1 The minimum rate of pay for Teachers will be as follows:

Classification	per fortnight \$	per annum \$
Band 1		
Step 1	1,491.50	38,897
Step 2	1,529.10	39,878
Step 3	1,574.80	41,070
Step 4	1,623.30	42,335

Classification	per fortnight \$	per annum \$
<b>Band 2</b>		
Step 1	1,663.80	43,392
Step 2	1,746.90	45,560
Step 3	1,829.50	47,715
Step 4	1,912.50	49,880
Step 5	1,995.70	52,051
<b>Band 3</b>		
Step 1	2,065.00	53,859
Step 2	2,134.60	55,675
Step 3	2,203.70	57,477
Step 4	2,277.20	59,395

19.2 The minimum rate of pay for Positions of Added Responsibility will be as follows:

Classification	per fortnight \$	per annum \$
<b>Deputy Principal</b>		
1st year	2,645.40	69,001
2nd year	2,703.50	70,517
3rd year	2,767.10	72,176
4th year	2,830.90	73,841
5th year	2,897.30	75,573
<b>APA'S &amp; APRE'S</b>		
1st year	2,584.50	67,412
2nd year	2,645.40	69,001
3rd year	2,703.50	70,517

19.3 The minimum rate of allowances will be as follows:

Classification	per hour \$	per fortnight \$	per annum \$
<b>Middle management allowance</b>			
Level 1 - 1 Pt		101.08	2,638
Level 2 - 2 Pt		184.83	4,825
Level 3 - 3 Pt		268.48	7,007
Level 4 - 4 Pt		352.28	9,191
<b>AST 1 BCE</b>		101.08	2,638
<b>AST 2 BCE</b>		177.64	4,636
<b>AST 1 other than BCE</b>		76.56	1,997
<b>Leading Teacher</b>		101.08	2,638
<b>Moderation</b>			
2 Teachers		22.48	588
1 Teacher		15.22	398
<b>Secondment Allowance</b>			
First year		75.25	1,964
Second year		93.41	2,437
Third year		111.93	2,921
<b>Overtime</b>	16.8635		

## **SCHEDULE 20**

### **Minimum wages and allowances - Anglican Employing Authorities**

S20.1 The minimum rate of pay for Teachers will be as follows:

Teachers	\$ Per fortnight
Band 1	
Step 1	1,538.60
Step 2	1,576.70
Step 3	1,623.25
Step 4	1,672.75
Band 2	
Step 1	1,713.85
Step 2	1,795.95
Step 3	1,880.60
Step 4	1,966.10
Step 5	2,051.70
Band 3	
Step 1	2,123.15
Step 2	2,194.75
Step 3	2,266.15
Step 4	2,337.55
Senior Teacher	2,427.75
PAR Point	90.80

**SCHEDULE 21**

**Minimum Wages - Lutheran Schools**

The minimum rates of pay for adult employees per week in the Southern Division (Eastern District) shall be as follows:

S21.1 The minimum rate of pay for Teachers will be as follows:

Teachers	\$ per fortnight
	4%
Band 1	
Step 1	1,545.20
Step 2	1,584.30
Step 3	1,631.80
Step 4	1,682.40
Band 2	
Step 1	1,724.60
Step 2	1,810.80
Step 3	1,896.90
Step 4	1,983.30
Step 5	2,070.00
Band 3	
Step 1	2,142.00
Step 2	2,214.40
Step 3	2,286.30
Step 4	2,362.80
Masters Degree/2 Degrees	2,362.80
Moderation Allowance	23.50
	15.60
Northern Allowance	7.30
LT1 Allowance	105.40
LT2 Allowance	184.70

S21.2 The minimum rate of pay for Positions of Added Responsibility will be as follows:

Positions of Added Responsibility		\$ per fortnight
Senior Administrator		
	Min	2,681.20
	Max	3,102.80
Head of Dept	Level 1	485.90
	Level 2	421.00
	Level 3	297.70
	Level 4	207.20
Coordinator	Level 1	187.90
	Level 2	161.80
	Level 3	134.80
	Level 4	107.50

Dated 9 December 2003.

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

Operative Date: 1 December 2003