

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

**TEACHERS' AWARD - STATE 2003**

Following the Amendment (matter number A/2011/13), the Teachers' Award - State 2003 is hereby reprinted, pursuant to s. 698 of the *Industrial Relations Act 1999*.

I hereby certify that the Award contained herein is a true and correct copy of the Teachers' Award - State 2003 as at 29 August 2011.

Dated 27 September 2011.

[L.S.] G.D. Savill  
Industrial Registrar

**TEACHERS' AWARD - STATE 2003**

**PART 1 - APPLICATION AND OPERATION**

**1.1 Title**

This Award is known as the Teachers' Award - State 2003.

**1.2 Arrangement**

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### **1.3 Date of operation**

This Award takes effect from 3 November 2003.

### **1.4 Award coverage**

1.4.1 *Where does the Award apply?*

This Award applies in Queensland.

#### 1.4.2 *To whom does this Award apply?*

This Award will apply to teachers and other officers employed by the Department of Education, particularly:

- (a) Teachers who are at least two year trained and employed in a State Educational Institution;
- (b) Teachers employed as supply and/or temporary teachers;
- (c) Teachers seconded for special duties to another part of the Department of Education or related statutory authorities;
- (d) Teachers seconded as Education Officers Special Duties;
- (e) Guidance personnel employed in positions which require the holding of mandatory teaching qualifications;
- (f) Instructors involved in the Department of Education's instrumental music program;
- (g) Educational Administrators including Heads of Departments, Heads of Special Education Services, Deputy Principals and Principals employed in a State Educational Institution; and
- (h) Teachers employed by the Department of Education who maintain provisional registration with the Board of Teacher Registration.

#### 1.4.3 *Relationship with other industrial instruments*

- (a) The provisions of the *Education (General Provisions) Act 1989* and its Regulations and the *Public Service Act 1996* and its Regulations will continue to apply to the officer or classes of officer to which this Award applies.
- (b) Where inconsistency occurs with these instruments, the conditions of employment and remuneration to be received by such officers as detailed in this Award will take precedence.
- (c) Existing customs and practice will continue unless specifically amended by the terms of this Award.

### **1.5 Parties bound**

This Award is binding on the Queensland Government, Department of Education and its employees prescribed by clause 1.4, the Queensland Teachers' Union of Employees and its members and in respect to Teachers of Manual Arts subjects, Instrumental Music Instructors and Senior Guidance Officers this Award is also binding on the Queensland Public Sector 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 "Commission" means the Queensland Industrial Relations Commission.

1.6.3 "Union" means the Queensland Teachers' Union of Employees and the Queensland Public Sector Union of Employees

## **PART 2 - FLEXIBILITY**

### **2.1 Enterprise flexibility**

2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace. (To be read in conjunction with clause 3.1).

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

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

## **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **3.1 Consultative mechanisms and procedures in the workplace**

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

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

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

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

3.1.3 *Amendments to the Award*

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

3.1.4 *Consultation processes*

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

- (a) Consultative mechanisms should ensure that, in addition to the parties to this Award, there is employee involvement on the initiation, implementation and evaluation of proposals for productivity improvement. At the school level this consultation should occur through the Local Consultative Committee (LCC).
- (b) Appropriate processes should be in place to consult employees who are affected by proposed productivity items;
- (c) Consultative arrangements should encompass all work areas in the Department of Education;
- (d) The composition of consultative forums should take account of representation of the target groups identified in the Equal Opportunity Public Employment Act 1992; and
- (e) Consultative arrangements should be subject to review from time to time by the parties and improvements and changes to arrangements made as required and agreed to ensure consultative arrangements operate with maximum efficiency and effectiveness.

3.1.5 *What is a local consultative committee?*

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

Initiatives.

### 3.1.6 *Who is on the local consultative committee?*

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

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

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

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

### 3.2.1 *Objectives of the grievance procedures*

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

### 3.2.2 *To what matters does this procedure apply?*

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

### 3.2.3 *Stage 1 grievance resolution at the school level*

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

### 3.2.4 *Stage 2 grievance resolution at district office*

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

### 3.2.5 *Stage 3 grievance resolution at central office*

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

The Chief Executive will ensure that:

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

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

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

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

### 3.2.6 *Time frame for settling grievances*

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

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

Stage 2: Not to exceed 7 days.

Stage 3: Not to exceed 14 days.

### 3.2.7 *Resolution of grievance by outside bodies*

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

### 3.2.8 *Maintenance of the status quo*

Subject to legislation, while the grievance procedure is being followed, normal work is to continue, except in the case of a genuine safety issue. The *status quo* existing before the emergence of a grievance or dispute is to continue whilst the procedure is being followed. No party will be prejudiced as to the final settlement by the continuation of work.

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

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

## **3.3 Dispute settling procedure**

### 3.3.1 The objectives of this procedure are:

- (a) the avoidance and resolution of any dispute over matters covered by this Award, by measures based on the provision of information and explanation, consultation, cooperation and negotiation;
- (b) a reduction in the level of disputation; and
- (c) the promotion of efficiency, effectiveness and equity in the workplace.

### 3.3.2 Subject to legislation, while the dispute procedure is being followed, normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.

### 3.3.3 There is a requirement for management including the principal or the person in charge of the centre to provide relevant information and explanation and consult with the appropriate Union representatives.

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

- (a) in the first instance, the matter is to be discussed by the employee(s) concerned (where appropriate) and the principal/person in charge of the centre. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
- (b) if the matter is not resolved as per clause 3.3.4(a) above, it shall be referred to the District Director or nominee and to the relevant Union officer/delegate/representative who shall arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days;
- (c) if the matter remains unresolved it shall be referred to the Director-General of Education or nominee and the secretary of the Union or nominee for discussion and appropriate action. This process should not exceed 14 days;
- (d) if the matter is not resolved then it may be referred by either party to the Commission.

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

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

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

### **4.1 Employer duties**

- 4.1.1 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.
- 4.1.2 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).
- 4.1.3 Any direction issued by an employer pursuant to clauses 4.1.1 and 4.1.2 will be consistent with the employers responsibilities to provide a safe and healthy working environment.

### **4.2 Employment categories**

#### *4.2.1 Full-time employment*

Full-time employees will be those employees engaged by the Department of Education in other than a casual, regular part-time or temporary capacity.

#### *4.2.2 Casual employment supply A (casual) teachers*

A Supply A (Casual) teacher is one who is employed from time to time to replace a teacher who is absent for a period of at least 2 hours or for no more than 5 continuous days in one vacancy or to fill incidental teacher vacancies as they arise at a school.

#### *4.2.3 Regular part-time employment*

- (a) "Part-time teacher" will mean a teacher other than a "Supply A Teacher" or temporary teacher, who is engaged to work on a regular basis provided that the total fortnightly engagement is less than full-time employment.
- (b) A part-time teacher will be in the range equivalent to 0.2 to 0.9 of full-time employment.
- (c) Provided that in extenuating circumstances where isolation or special requirements are factors present in the staffing of schools the minimum employment fraction may be 0.1.

#### *4.2.4 Temporary (contract) teacher*

- (a) A temporary teacher is a teacher engaged to fill a temporary vacancy in a school. The minimum engagement of a temporary teacher will be no less than 6 days. The maximum engagement should be no more than one school year.
- (b) Teachers may be engaged in a temporary capacity provided that they have at least provisional registration with the Board of Teacher Registration.
- (c) Apart from probationary employees all other teachers who maintain provisional registration will only be engaged in a temporary capacity.

### **4.3 Equal employment opportunity**

- 4.3.1 This Award will achieve the principal objects specified in sections 3(c), 3(d) and 3(m) of the Act. The parties will respect and value the diversity of employees through helping to prevent and eliminate discrimination. The parties are committed to the principles of equity and merit.
- 4.3.2 In addition, this Award is not to allow any conduct or treatment, either direct or indirect, which would:
- (a) contravene the Anti-Discrimination Act 1991; or
- (b) discriminate on the basis of family responsibilities.
- 4.3.3 The implementation of change will be closely monitored to ensure that there is no adverse impact in terms of existing equity provisions or in terms of creating any new situation of inequity.

### **4.4 Anti-discrimination**

4.4.1 It is the intention of the parties to this Award to prevent and eliminate discrimination, as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as 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.

4.4.2 Accordingly in fulfilling their obligations under the dispute settling procedure in clause 3.3, 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.

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

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

- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
- (b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Human Rights and Equal Opportunity Commission/Anti-Discrimination Commission Queensland.

#### **4.5 Probation**

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

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

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

4.5.4 Copies of the probation reports are to be provided to the teacher and the District Office.

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

4.5.6 An extension of probation may be granted in exceptional circumstances. Examples include illness, other acceptable absences, or other exceptional circumstances approved by the Director Human Resources.

#### **4.6 Termination of employment, introduction of change and redundancy**

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

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

4.6.3 The provisions of the clause relating to Redundancy will not apply to the extent that the provisions of the redundancy arrangements are contained in a Directive issued by the Public Service Commissioner pursuant to section 34 of the *Public Service Act 1996*.

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



## 5.1 Classifications and wage rates

The salaries and allowances prescribed by this Award are expressed in both fortnightly and annual rates. The fortnightly rates are the minimum award rates and annual amounts are shown for information purposes only.

## 5.2 Salaries - teachers

The scale of minimum salaries in schedule 2 will apply to teachers.

### 5.2.1 Three-year trained teachers

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

### 5.2.2 Four-year trained teachers

- (a) "Four year trained teacher" will mean 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.
- (b) A 4 year trained teacher will be appointed at Band 2 Step 1.
- (c) A teacher admitted to the service as a 4 year trained teacher who has an approved bachelors degree with first and second degree honours from a recognised University plus one year of teachers' education or 2 approved degrees from a recognised University plus one year of teachers' education will commence on the salary prescribed for the second year of service.
- (d) Except as otherwise provided by this Award, progression from one salary Step to a higher salary Step will be by annual increment up to a maximum salary of Band 3.

### 5.2.3 Completion of qualifications to attain 4 year trained status

- (a) Progression after further tertiary study

A 3 year trained teacher who successfully completes further tertiary study to achieve the status of 4 year trained teacher will have the appropriate salary Step determined according to the following table:

Salary Step as 3 Year Trained Teacher	Salary Step as 4 Year Trained Teacher
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

These arrangements will not alter the date at which a teacher progresses to the next salary Step on the scale where applicable.

- (b) Other modes of progression

Notwithstanding the provisions of clause 5.2.1 (d), 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.
- (c) Processes to facilitate progression
- (i) Applications for progression will be made through the Principal of the school to the District Office.
  - (ii) Applications will include -
    - (A) certification of participation in accredited professional development activities by activity providers; and
    - (B) a brief statement on a standard agreed form outlining the additional knowledge and skills acquired and their application in the teachers work.
  - (iii) No teacher will be required to undergo classroom or other inspection for the purposes of certification.
  - (iv) The District Director will be responsible for certifying that the teacher has satisfied the eligibility criteria in clause 5.2.3(c)(ii)(A) above.
  - (v) Where a review of the decision of the District Director is necessary, the Director of Human Resources or nominee will carry out the review.
  - (vi) A teacher will retain all rights under the Act, the *Public Service Act 1996* or the Regulations made under these Acts or any Acts or Regulations in substitution or amendment thereof.
- (d) Date that progression will take effect
- (i) A 3 year trained teacher who is certified as satisfying the requirements in clause 5.2.3(b) will progress to the next step from the date of application provided that the teacher has completed 12 months' service on their current step.
  - (ii) If a 3 year trained teacher certified as satisfying the requirements in clause 5.2.3(b) has not completed 12 months' service on their current step, the teacher will progress to the next step upon completion of that service.
  - (iii) The 3 year trained teacher will progress by annual increment to the maximum salary of Band 3 thereafter.

#### 5.2.4 *Instrumental music instructors*

- (a) Three-Year Trained Instrumental Music Instructors
- (i) "Three-year trained instrumental music instructors" will mean a person appointed as such with 3 years' appropriate tertiary education or such other qualifications as may be recognised by the employer for this purpose.
  - (ii) A 3 year trained instrumental music instructor will be appointed at Band 1 Step 1.
  - (iii) Except as otherwise provided by this Award, progression from one salary Step to a higher salary Step will be by annual increment up to the maximum salary of Band 2.
  - (iv) Except as otherwise provided by this Award, a 3 year trained teacher will have access to Band 3 and will complete 2 years' service on Steps 1, 2 and 3 of Band 3 before progression to the next Step.
- (b) Four-Year Trained Instrumental Music Instructors
- (i) "Four year trained instrumental music instructor" will mean a person appointed as such with 4 years' appropriate tertiary education or such other qualifications as may be recognised by the employer for this purpose.
  - (ii) A 4 year trained instrumental music instructor will be appointed at Band 2 Step 1.
  - (iii) An instructor admitted to the service as a 4 year trained instrumental music instructor who has an

approved bachelors degree with first and second degree honours from a recognised University plus one year of teachers' education or 2 approved degrees from a recognised University plus one year of teachers' education will commence on the salary prescribed for the second year of service.

- (iv) Except as otherwise provided by this Award, progression from one salary Step to a higher salary Step will be by annual increment up to a maximum salary of Band 3.

### **5.3 Salaries - promotional positions**

The scale of minimum salaries in schedule 3 will apply to promotional positions.

#### *5.3.1 What is a promotional position*

Promotional positions will mean the positions of Principal, Deputy Principal, Assistant Principal, Head of Department and Head of Special Education Services and any other positions evaluated and paid in accordance with the terms of this Award.

#### *5.3.2 How does an employee in a promotional position move within steps?*

Progression from one salary step to the next within a band will be by annual increment subject to continued satisfactory performance.

#### *5.3.3 When will an employee in a promotional position receive their annual increment?*

For the purposes of progression within a band, the date of appointment to a position in a band will be the date of annual increment.

Performance will be considered to be satisfactory unless an unsatisfactory appraisal of the person is confirmed by the Board of Review in accordance with the agreed guidelines.

#### *5.3.4 What happens when an employee changes bands?*

- (a) On appointment to a promotional position at a higher salary band, the person will be paid at the salary step with the lowest salary that provides an increase of no less than one per cent compared with the pre-existing award salary.
- (b) A transfer to a lower band will only occur at the request of the person or as a result of the agreed guidelines or as a result of disciplinary action in accordance with the *Public Service Act 1996*.
- (c) In the case of a person who requests a transfer to a lower band, the salary step at the lower band will have the same salary or, if no such salary step exists, the highest salary less than the pre-existing award salary, provided that where further progression is possible at the new salary band the person will complete a total of no more than one year on the salary step on the lower band and the salary step at the higher band.
- (d) In other cases, the appropriate salary step will be determined in accordance with the disciplinary and appeal procedures provided under the *Public Service Act 1996*.

#### *5.3.5 How are bandings of promotional positions determined?*

- (a) The initial assignment of promotional positions to bands is in accordance with the Memoranda of Understanding dated 17 April 1991, 29 July 1992, 17 December 1992 and 17 January 1995 and lodged with the Industrial Registrar.
- (b) The assignment of guidance personnel to bands will be in accordance with the Memoranda of Understanding dated 13 December 1991 and lodged with the Industrial Registrar.
- (c) The Chief Executive on the recommendation of the Evaluation Review Committee will henceforth assign promotional positions to salary bands.
- (d) Where the Evaluation Review Committee is unable to make a recommendation, the Chief Executive will assign positions to salary bands.
- (e) Where a new school or centre is established or it is expected that the school or centre will be the subject of rapid and substantial change, promotional positions will be assigned to a salary band on the anticipated evaluation of positions.

#### *5.3.6 What job evaluation points apply to promotional positions*

The following job evaluation points will apply to promotional positions:

Band	Job Evaluation Points
11	705-775
10	635-704
9	570-634
8	515-569
7	465-514
6	420-464
5	375-419
4	340-374

*5.3.7 How are job evaluations reviewed?*

- (a) A total evaluation of promotional positions will be conducted at least once every 3 years.
- (b) Where a position is the subject of rapid and substantial change, an application may be made to review the evaluation of a position. Where an application to review the evaluation of a position is refused, the applicant may appeal the decision to the Evaluation Review Committee.
- (c) Other reviews of evaluations will be conducted as deemed appropriate from time to time by the Evaluation Review Committee.

*5.3.8 What is the evaluation review committee?*

- (a) A joint Evaluation Review Committee will be established comprising nominees of the Department of Education and the Union.
- (b) The terms of the reference of the Evaluation Review Committee will be:
  - (i) to establish agreed procedures for re-evaluation of positions;
  - (ii) to establish agreed procedures for determining the anticipated evaluation of new or changing positions;
  - (iii) to review and make recommendations on evaluations of Principal, Associate Administrator and any other position to which this Award applies conducted by the Department of Education;
  - (iv) to review guidelines used by the Department of Education in the evaluation of these positions;
  - (v) to identify anomalies and inequities in the evaluation process or its application or in the classification structure and to recommend changes to rectify them;
  - (vi) to prepare an Annual Report on the activities of the Evaluation Review Committee for the Director General of Education, and the Union.
- (c) Subject to amendments made in accordance with the terms of this Award, the evaluation methodology will be consistent with that lodged with the Industrial Registrar.
- (d) No change to the evaluation methodology or the classification structure will be made unless approved by the Commission.

*5.3.9 What happens when a position is re-evaluated?*

- (a) Where a position is assigned to a lower salary band as a result of a review of evaluation, the person shall be required to submit an application for relocation or elect to continue as principal of the school at the lower band and consequent salary level. The classification change shall take effect from the commencement of the next school year. Where practicable, relocations are to be effected by the start of the next school year. However where no relocation has been effected, the principal will be unattached pending subsequent relocation and may be required to perform such duties as directed by the District Director.
- (b) Where a position is assigned to a higher salary band and such progression would necessitate a merit selection for the incumbent, the position shall be filled by merit selection or relocation in order that the successful applicant can take up duty no later than the commencement of the next school year. The incumbent shall be unattached but shall relieve at the higher classification until the position has been filled.

*5.3.10 Review of evaluation*

- (a) The banding of all vacant positions will be reviewed prior to decisions regarding the filling being advertised for merit selection or available for relocation. Otherwise the evaluation of a position shall occur where significant changes to the role of the position since it was last evaluated are identified.
- (b) The evaluation of a principal position may be requested by the incumbent principal, regional Executive Director, Director, Human Resources or the Evaluation Review Committee. Applications shall be made in term one each year in order that evaluations are determined by the Evaluation Review Committee and resultant recommendations approved by the Director-General as soon as practicable thereafter but no later than the end of term 2 each year.

#### 5.3.11 *What happens if a position is broad banded*

- (a) Broad banding of principal positions will involve the grouping of adjacent bands in order that a person appointed on merit or through relocation to a school of a particular band may progress to the higher band in cases where that school has been re-evaluated to the next band.
- (b) Provided that such progression will not be possible in the situation where a school is reclassified from band 10 to band 11.
- (c) Provided further that a principal shall be eligible for only one such progression in accordance with this provision without an appointment to a higher band through a merit selection process.
- (d) A person for whom such progression occurs will be eligible for relocation and applications for merit selection as if the progression constituted a new appointment.

### 5.4 **Part-time teaching**

#### 5.4.1 *Salary of a part-time teacher*

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

A part-time teacher who usually works on a day of the week on which a public holiday falls will be paid for the time which would otherwise have been worked on that day.

#### 5.4.2 *Employment pattern*

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

#### 5.4.3 *Other conditions of employment of part-time teachers*

The provisions of clause 5.7.6, Clause 6.1.3 and clause 8.1 will apply fully to a part-time teacher.

#### 5.4.4 *Leave entitlements of part-time teachers*

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

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

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

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

#### 5.4.6 *Classification increments*

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

#### 5.4.7 *Pupil free days*

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

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

#### 5.4.8 *Access to full-time status*

(a) Teachers employed in a part-time capacity prior to 5 July 1994

- (i) Teachers employed part-time who were formerly employed full-time are guaranteed return to full-time teaching at the earliest available opportunity or at the latest from the commencement of the school year following the year of application, provided that application is made by the closing date for the normal transfer cycle.
- (ii) Discretion may be exercised to waive the notice requirement stated in clause 5.4.8(a)(i) in emergent or compassionate circumstances.

(b) Teachers employed in a part-time capacity after 5 July 1994.

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

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

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

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

- (i) full-time appointment will occur at the earliest available opportunity, or at the latest from the commencement of the school year following the year of application, provided that application is made by the closing date for the normal transfer cycle; and subject to available vacancies as follows:
- (ii) the order of preference for appointment to available vacancies will be as follows:
  - (A) teachers currently employed full-time who are employed part-time following 5 July 1994 will be considered simultaneously with those persons currently employed full-time seeking transfer;  
  
every effort will be made to ensure that such persons will be afforded sufficient priority in the transfer process to enable their return to full-time teaching by the commencement of the school year following the year of application, other than in exceptional circumstances;
  - (B) teachers currently employed part-time who were not employed full-time immediately prior to their current appointment;
  - (C) teachers newly appointed part-time who were not employed full-time immediately prior to their current appointment and who commenced duty following 5 July 1994.
- (iii) where at the time of application no vacancy for a full-time position is available within a teacher's preference list, a teacher may either accept appointment at another school or remain at the teacher's current school and employment fraction until a suitable vacancy becomes available;
- (iv) discretion may be exercised to waive the notice requirement stated above in emergent or compassionate

circumstances.

#### 5.4.9 *Involuntary return to full-time status*

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

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

### 5.5 **Salaries - other classifications**

#### 5.5.1 *Senior teacher*

(a) What is a senior teacher?

In the case of a permanent employee, a senior teacher is a teacher who:

- (i) has completed 9 years full-time teaching or equivalent and at that time:
  - (A) has been on the classification band 3 step 4 for a period of at least 12 months; or
  - (B) in the case of a 3 year trained teacher, has been on the classification band of at least band 2 step 5 for a period of 12 months (but yet to satisfy clause 5.5.1(a)(i)(A)); and
- (ii) signs an undertaking in accordance with clause 5.5.1(d); and
- (iii) is entitled to, subject to clause 5.5.1(g), the relevant salary/allowance prescribed in clause 5.5.1(b) for a senior teacher.

In the case of a temporary employee, then in addition to satisfying the conditions of clause 5.5.1(a), a temporary teacher can access senior teacher only if the teacher obtains an engagement to a specific school for a period of at least 3 school terms.

In cases where a temporary teacher does not access the classification of senior teacher, then there can be no employer requirement or expectation that higher level duties consistent with this clause will be performed.

(b) What is the salary of a senior teacher?

The minimum salary of a 4 year trained senior teacher will be \$2,831.90 per fortnight.

A 3 year trained senior teacher will receive an allowance of \$107.50 per fortnight in addition to other entitlements under clause 5.2. The allowance is determined by subtracting the rate for band 3 step 4 from the 4 year senior teacher rate.

(c) How will a teacher know that they are eligible to be a senior teacher?

The employer will initiate advice to the teacher via the principal regarding the teacher's eligibility to be a senior teacher, which will be:

- (i) in writing and identify the date of eligibility; and
- (ii) provided in a timely manner prior to the date of eligibility.

A teacher will not be prejudiced by not having complied with clause 5.5.1(d) due to circumstances beyond the control of the employee.

(d) What must a teacher do to become a senior teacher?

The teacher will sign an undertaking (Schedule 1) that:

- (i) the teacher will commit to teaching excellence and a leadership role amongst classroom teachers by performing higher level duties that:
  - (A) provide leadership in curriculum implementation, resource development and enhancement of student learning. (Indicative tasks: adopting a facilitative role to support the implementation of new

syllabuses, year level coordinator, subject area coordinator, project activity);

(B) develop positive relationships with the school community and students, both individually and collectively (Indicative tasks: membership of relevant internal and external school/community committees, involvement in school sporting/cultural activities);

(C) contribute to the support and professional development of other teachers (Indicative tasks: mentoring, modeling effective teaching strategies and classroom management matters, project activity, supervising/coordinating pre-service teachers);

The indicative tasks provided are not intended to be exhaustive lists.

(ii) the teacher will develop a draft personal action plan (Schedule 1) as soon as is reasonably practicable following the signing of the undertaking. The draft personal action plan should identify tasks consistent with one or more of the higher level duties identified above.

The draft personal action plan will be provided to the principal for approval.

(iii) the teacher acknowledges that the teacher will be involved in the process of performance development (including identification of any developmental training needs which may be necessary to enhance the teacher's ability to fulfil the higher level duties) in accordance with the system developed between the Union and the Department of Education.

(e) What role will the senior teacher play in the classroom?

The additional higher level duties of a senior teacher will not be so frequent or onerous as to detract from the senior teacher's primary role as a classroom teacher. The normal classroom teaching load of a senior teacher may be adjusted when necessary from time to time at the discretion of the principal and within available resources.

(f) Where will the undertaking and personal action plan be kept?

The principal will retain the signed undertaking and approved personal action plan with the teacher retaining a copy of each.

(g) What happens when a senior teacher fails to comply with the undertaking?

If a senior teacher does not comply with the terms of the undertaking, the principal will:

- (i) outline the nature of the non-compliance to the teacher; and
- (ii) provide the teacher with an opportunity to provide an explanation.

If the teacher does not provide an explanation to the satisfaction of the principal, then:

- (iii) the principal will provide a written determination to the teacher outlining the teacher's non-compliance with the undertaking; and
- (iv) the teacher will, for a period of 12 months from the date of the principal's written determination:

(A) revert to the classification of band 3 step 4 in the case of the teacher receiving the salary prescribed in clause 5.5.1(b); or

(B) no longer receive the allowance in the case of a teacher receiving the allowance prescribed in clause 5.5.1(b).

After the 12 month period referred to above expires, the teacher is again eligible for access to senior teacher provided that the principal is satisfied that the second undertaking given will be honoured.

Any teacher aggrieved by the decision to remove their classification of senior teacher or to refuse them re-entry to the senior teacher classification may access the grievance and dispute settlement procedure available through this Award.

(h) What happens when a senior teacher is seconded?

Any senior teacher who is seconded to another role by the employer will receive the appropriate secondment payments in addition to the relevant senior teacher salary/allowance.



### 5.5.2 Senior instrumental music instructor

(a) What is a Senior Instrumental Music Instructor?

A Senior Instrumental Music Instructor is an instrumental music instructor who is an outstanding practitioner who consistently demonstrates a commitment to excellence in teacher and their own professional development and encourages and assists the development of advanced classroom skills among other instructors.

(b) What will a Senior Instrumental Music Instructor be paid?

The minimum salary for a 4 year trained Senior Instrumental Music Instructor will be \$2,831.90 per fortnight.

A 3 year trained Senior Instrumental Music Instructor will receive an allowance of \$107.50 per fortnight in addition to other entitlements under clause 5.2. The allowance is determined by subtracting the rate for band 3 step 4 from the 4 year Senior Instrumental Music Instructor rate.

(c) Eligibility and Conditions of a Senior Instrumental Music Instructor

The eligibility and conditions of a Senior Instrumental Music Instructor will be the same as those for a Senior Teacher (clause 5.5.1 of this Award).

### 5.5.3 Supply A (Casual) Teachers

(a) Salary of a Supply A (Casual) Teacher

All Supply A (Casual) Teachers will receive payment at the Band 3 Step 1 level and the current casual loading of 23%.

The daily rate of a supply teacher will be calculated at 1/10 of the fortnightly salary of Band 3 Step 1 plus the relevant casual loading.

(b) Conditions of Work - Supply Teachers

- (i) The minimum period of engagement of Supply A (Casual) teachers will be 2 hours on any one day.
- (ii) Where an engagement of less than a full day includes the mid-morning break the Supply A (Casual) teacher will receive payment for this time.
- (iii) Supply teachers are not required to attend to after school bus duty.
- (iv) Where Supply teachers are engaged across the lunch break and are used for lunchtime playground duty, provision will be made to ensure that these teachers have access to a reasonable break during the lunch period.
- (v) If a supply teacher is engaged for less than a school day they are not required to attend to lunch time playground duty following the end of the period of a morning engagement or prior to their commencement of duty for an afternoon engagement.

### 5.5.4 Casual teachers - centres of continuing secondary education/secondary colleges

- (a) Externally assessed courses will mean courses where all assessment for the purposes of credit towards certification is conducted outside the centre or college by means of external examination and similar mechanisms.
- (b) Internally assessed courses will mean courses where some assessment for the purposes of credit towards certification or for certifying a students achievement is carried out within the centre or college.
- (c) Teachers employed on a casual basis to teach courses will be paid at the following rate per hour of programmed student contact:

	Per Hour
	\$
Internally Assessed Courses	92.7880
Externally Assessed Courses	80.2200

- (d) Guidance personnel employed on a casual basis will be paid at the rate of \$60.842 per hour.

- (e) Teacher librarians employed on a casual basis will be paid at the rate of \$60.842 per hour.
- (f) Except as otherwise determined by the Commission, the rates payable under clause 5.5.4 (c) will be amended at the same time and by the same percentage as the rate of pay of Band 2 Step 5 provided in clause 5.2.3(a).

#### 5.5.5 *Education officers (special duties)*

##### (a) Classroom Teachers

- (i) Teachers paid according to clause 5.2 of this Award who are seconded as Education Officers (Special Duties) will be entitled to a salary of \$282.30 per fortnight in addition to their entitlements under clause 5.2.
- (ii) Such teachers will be entitled to progress from one salary step to the next in accordance with the provisions of clause 5.2.
- (iii) Secondment as an Education Officer (Special Duties) will not alter the date at which a teacher is entitled to an annual increment.

##### (b) Teachers in Promotion Positions

- (i) Teachers in promotional positions, other than Principals, who are seconded as Education Officers (Special Duties) will be entitled to payment at the same salary step of the next salary band above during the period of secondment.
- (ii) Such teachers in promotional positions will be entitled to progress from one salary step to the next at the higher salary band in accordance with the provisions of clause 5.3.
- (iii) Secondment as an Education Officer (Special Duties) will not alter the date at which a teacher in a promotional position is entitled to an annual increment.

### 5.6 What factors govern salary increments?

#### 5.6.1 A classified teacher will automatically progress to the next step on the salary scale provided that:

- (a) in the case of a 4 year trained teacher, the teacher has spent at least 12 months on their current salary step;
- (b) in the case of a 3 year trained teacher, the teacher has spent at least 12 months on their current step in either Bands 1 or 2; or the teacher has spent at least 2 years on their current step in Band 3;
- (c) the teacher is not subject to Diminished Work Performance; i.e. the teacher's performance is deemed to be satisfactory; and
- (d) the teacher is not subject to any disciplinary processes that results in a delay in their annual increment.

#### 5.6.2 Once a teacher has reached Band 3 Step 4 or has reached Step 5 in a promotional position salary, the teacher will no longer progress through the salary scale except where a teacher accesses the senior teacher salary or successfully applies for a promotional position of a higher banding.

### 5.7 Allowances

#### 5.7.1 *Locality allowance*

Locality Allowance is paid to employees who are appointed to work at named centres. The allowance is prescribed under *Directive 19/99 Locality Allowances*, as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

#### 5.7.2 *Moderation duties*

In addition to the salaries and other allowances prescribed in this Award, classified teachers who perform moderation duties and are responsible to a District Moderation meeting for the assessment of a subject area in Grades 10, 11 and 12, will be paid allowances at the following rates:

- (a) \$21.30 per fortnight where the teacher concerned is responsible for themselves and 2 or more teachers in the subject area; or
- (b) \$14.40 per fortnight where the teacher concerned is responsible for themselves and 1 other teacher in the subject area.

#### 5.7.3 *Teachers in charge*

In addition to the salaries and other allowances prescribed by this Award, any teacher paid according to clause 5.2 of this Award and designated as a teacher in charge, will be paid an allowance at the rate of \$82.60 per fortnight.

#### 5.7.4 *Teachers seconded for special duties*

In addition to the salaries and other allowances prescribed by this Award, teachers seconded as Advisory Teachers will be paid an allowance equivalent to the 3 year trained senior teacher allowance in clause 5.5.1(b) - \$127.50 per fortnight.

#### 5.7.5 *Teachers in specified sites*

In addition to the salaries and other allowances prescribed by this Award, an allowance at the rate of \$27.90 per fortnight will be paid to employees covered by this Award in the following circumstances:

- (a) Teachers in these specified special education facilities: Special Schools; Special Education Units; Special Education Developmental Units; Special Education Classes; Special Education Developmental Centres; and Other special education facilities as may from time to time be approved by the employer.
- (b) Teachers in specified schools serving indigenous communities as set out in Schedule 4 of this Award.

#### 5.7.6 *Relieving teachers*

- (a) A teacher paid in accordance with clause 5.2 of this Award who relieves another teacher in a promotional position will be paid a higher duties allowance which will consist of the relevant percentage of the difference between the relieving teachers normal salary and the salary which the teacher would be paid if actually appointed to the promotional position.
- (b) A teacher paid in accordance with clause 5.3 of this Award who relieves another teacher in a promotional position assigned to a higher salary band will be paid a higher duties allowance which will consist of the relevant percentage of the difference between the minimum salary of the salary band to which the relieving teachers normal position is assigned and the minimum salary of the higher salary band.
- (c) For the purposes of clauses 5.7.6 (a) and (b), the relevant percentage will be the percentage of the full duties and responsibilities of the higher position, which the relieving teacher has assumed. (The relevant percentage will be specified prior to the assumption of the duties and responsibilities of the higher position of the relieving teacher).

No higher duties allowance will be payable unless the relieving teacher assumes the higher position for the applicable minimum period as follows:

- (i) no minimum period if the higher position is vacant;
  - (ii) a minimum period of more than 3 working days if the higher position is not vacant and the relieving teacher assumes the full duties and responsibilities of the higher position;
  - (iii) a minimum period of 3 weeks if the higher position is not vacant and the relieving teacher does not assume the full duties and responsibilities of the position.
- (d) In addition to any higher duties allowance, a relieving teacher will be entitled to travelling and relieving allowances and motor vehicle allowances in accordance with the *Public Service Management and Employment Regulations 40 and 42*.

## 5.8 **Absorption of safety net adjustments**

5.8.1 The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 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.

**Note:** The rates of pay in this Award also incorporate adjustments based upon the *Department of Education and the Arts Teachers' Certified Agreement 2006* (CA/2006/238) as at 1 May 2008.

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

### **6.1 Hours of duty - classroom teachers**

#### *6.1.1 What is the rostered duty time of a teacher?*

- (a) The rostered duty time of a teacher will be 25 hours per week.
- (b) Rostered duty time will be continuous except for the meal break.

#### *6.1.2 What is the regular spread of hours for a classroom teacher?*

Except as provided for amendments to the standard hours of instruction, rostered duty time will commence no earlier than 8.30 a.m. and conclude no later than 3.30 p.m.

#### *6.1.3 What is a teacher's entitlements to a meal break and a rest pause?*

- (a) A teacher is entitled to a continuous 3/4 of an hour meal break each day. This will be allowed to each teacher for a meal between the hours of 11.30 a.m. and 2 p.m. or such other times as may be arranged by the Principal in consultation with employees.
- (b) Provided that rostering arrangements can be entered into in accordance with workplace reform initiatives as provided for in clauses 3.1.3 and 6.7 of this Award.
- (c) A teacher will be entitled to a mid-morning rest pause of 10 minutes, which will be considered as rostered duty time.

### **6.2 Non-contact time**

#### *6.2.1 What is non-contact time?*

Non-contact time is rostered duty time allocated for the purposes of preparation and correction.

#### *6.2.2 What is the non-contact time entitlement of teachers in secondary schools?*

The rostered duty time of a classroom teacher in secondary schools will include no more than 20 hours 40 minutes of rostered face to face teaching and associated professional duties and no less than 3 hours 30 minutes of rostered preparation and correction time.

In secondary schools preparation and correction time will be allocated in blocks of usable time no less than the length of a school-teaching period.

#### *6.2.3 What is the non-contact time entitlement of teachers in primary schools and special schools?*

- (a) The rostered duty time of a classroom teacher in primary schools and special schools will include no more than 22 hours 10 minutes of rostered face to face teaching and associated professional duties and no less than 2 hours of rostered preparation and correction time.
- (b) Implementation of non-contact time in primary schools and special schools should be by agreement at the school level between the principal and the teacher. In those circumstances where agreement is unable to be reached, the principal will determine the method and implementation of non-contact time. The parties are required to bargain in good faith and will not unreasonably withhold agreement.
- (c) In primary schools and special schools non-contact time should be allocated in blocks of no less than one-half hour, with the objective being to provide one hour blocks of time.

### **6.3 Regular hours of duty - classroom teachers - centres for continuing secondary education or secondary colleges**

#### *6.3.1 (a) Clause 6.3 applies to those permanent classroom teachers delivering secondary education programs specifically catering for mature age students and who are required by virtue of that to be on duty beyond the standard hours of instruction laid down in clause 6.1.2.*

- (b) These provisions are invoked when such teachers are so required to be on duty beyond the standard hours of instruction for a minimum of 2 teaching blocks (a teaching block being 3 to 3.5 hours) per week.
- (c) The working of only one teaching block per week beyond the standard hours of instruction is not permitted.

6.3.2 *What is the rostered duty time of a teacher in centres for continuing secondary education/secondary colleges?*

- (a) The rostered duty time of a teacher will be 20 hours per week and will include no more than 16 hours 30 minutes of rostered face to face teaching and associated professional duties and no less than 3 hours 30 minutes of rostered preparation and correction time which will be allocated in blocks of usable time.
- (b) A teachers daily maximum rostered duty time will not exceed 7 hours while the minimum will not be less than 3 hours.
- (c) The weekly rostered duty time may be worked over less than 5 days, Monday to Friday.
- (d) The daily hours of rostered duty time may be split by agreement with the teacher provided that a teacher will not unreasonably withhold consent. A minimum of 5 hours will be observed as non-attendance time between timetabled rostered duty time and a minimum of 3 hours per block will apply to the blocks of rostered duty time on a day when work is split.
- (e) Teachers to whom clause 6.3 applies will not be involved in playground or bus supervision duties.

6.3.3 *What is the regular spread of hours for teachers in centres for continuing secondary education/secondary colleges?*

Rostered duty time will commence no earlier than 8.30 a.m. and conclude no later than 9.30 p.m.

6.3.4 *Meal breaks and rest pauses for teachers in centres for continuing secondary education/secondary colleges*

Teachers will obtain an uninterrupted lunch break of not less than 30 minutes if teaching morning and afternoon blocks and will obtain an uninterrupted evening meal break of not less than 30 minutes if teaching afternoon and evening blocks. These meal breaks are not included in rostered duty time.

Teachers will obtain a rest pause of 10 minutes for every 3 continuous hours of rostered duty time worked. Such rest pauses are considered as rostered duty time.

## **6.4 Hours of duty - instrumental music instructors**

6.4.1 *What are the hours of rostered duty for an instrumental music instructor?*

The rostered duty time of an instrumental music instructor will be 30 hours per week which will be comprised of 25 hours per week of group instructional time and 5 hours per week of ensemble rehearsal time.

Time spent travelling between school will be debited against rostered duty time.

6.4.2 *What incidental duties should be performed by an instrumental music instructor?*

In addition to rostered duty time instrumental music instructors will be required to undertake other, incidental duties described as conducting performances by students, attending music camps, attending parent/student recruitment meetings and attending parental support committee meetings.

6.4.3 *How much time should instrumental music instructors spend on incidental duties?*

The maximum requirements in these areas will be:

- (a) performance outside rostered duty time - 20 per year;
- (b) music camp attendance - Equivalent of 5 days per year (including week-end rehearsals);
- (c) parent/student recruitment and - 8 per year in total;
- (d) parental support committee meetings.

6.4.4 *What is the normal spread of hours for an instrumental music instructor?*

Rostered duty time will commence no earlier than 8.00 a.m. and conclude no later than 4.00 p.m. An Instrumental Music Instructor will not be required to instruct for more than 7 hours in any one day or commence duty more than once on any one day.

6.4.5 *Rest pauses and meal breaks for instrumental music instructors*

An instrumental music instructor will be entitled to a mid-morning rest pause of 10 minutes, which will be

considered as rostered contact time.

An instrumental music instructor will be entitled to an uninterrupted meal break of not less than 45 minutes to be taken between 4th and 6th hour of duty and this break will not be considered as rostered contact time.

## **6.5 Hours of duty - specialist teachers - primary and specials schools**

The hours of duty for a specialist teacher are the same as those for a classroom teacher.

### *6.5.1 What is a specialist teacher - primary and special schools?*

A specialist teacher is a music, physical education and/or LOTE teacher employed by the Department of Education in state primary and special schools.

### *6.5.2 What are the roles and functions of a specialist teacher?*

- (a) The specialist teacher's role is to deliver a quality education program.
- (b) The specialist teacher, in collaboration with each relevant school team, is responsible for coordinating the development, implementation and evaluation of the school/cluster program in their relevant key learning area. This program should be suited to the needs, abilities and interests of students, based upon departmental policies, programs and syllabuses.
- (c) The specialist teacher will teach allocated classes in the curriculum area according to a timetable cooperatively developed by the specialist teacher and the base school principal after consideration of information and proposals from other relevant personnel such as other cluster principals, district subject coordinators and other human resources and studies personnel.
- (d) The specialist teacher is responsible for assessment and reporting on student achievement in those aspects of the key learning area relative to their teaching program responsibility.
- (e) The specialist teacher, as a member of a school team, will provide advocacy for and specialist advice on the curriculum area and contribute appropriately to the school development planning and budgeting processes.
- (f) The specialist teacher will be able to access appropriate professional and collegial support in each school including appropriate utilisation of behaviour management procedures.

### *6.5.3 What is average class time for specialist teachers?*

Within rostered duty time of 25 hours per week, the average class time for specialist teachers will be 18 hours per week within a range of 15 to 20 hours per week, subject to the following variables:

- (a) number of schools in the circuit;
- (b) number of classes taught in each school;
- (c) distances travelled and road conditions;
- (d) the mode of delivery in the curriculum area;
- (e) involvement in other activities approved by principals or district directors.

These variables will also be considered in the determination of a reasonable allocation of coordination and specialist consultation time.

### *6.5.4 What effect does travel have on a specialist teacher's contact time?*

- (a) Time required for travel between schools on the same day will be considered part of the specialist teacher's work program and will be incorporated within rostered duty time. Appropriate additional time will be allocated for the arrangement and transport of lesson resource material.
- (b) Where the distance from home to the circuit school is greater than that for the base school, additional time required to travel to the school is to be incorporated in the specialist teacher's work program and therefore within rostered duty time.
- (c) Wherever possible the specialist's circuit should be designed to service a cluster of schools to minimise travel time.

#### 6.5.5 *What bus and playground duty should a specialist perform?*

Playground duty and bus duty is not to be allocated where the specialist teacher services more than 2 schools.

#### 6.5.6 *What is the expectation of co-curricular involvement for specialist teachers?*

- (a) Where a specialist teacher services more than one school, the principal will reasonably adjust the expectation of co-curricular involvement, especially where the specialist circuit necessitates considerable travel.
- (b) It is expected that judicious timetabling of classes will minimise the difficulties associated with sequential specialist lessons and thus maximise student learning.
- (c) It is also expected that judicious timetabling will ensure that occupational health and safety concerns such as voice strain and excessive exposure to the sun are minimised.

### **6.6 Hours of duty - teacher-librarians - primary and special schools**

The hours of duty for a teacher-librarian are the same as those for a classroom teacher.

#### 6.6.1 *What are the role, functions and responsibilities of teacher-librarians?*

- (a) In their teaching role, teacher-librarians join classroom teachers as equal partners in cooperatively planning, developing, teaching and evaluating resource based programs.
- (b) The teacher-librarian, as a member of a school team, is responsible for the management of the resource centre and resources, which cater for the classroom program, the learning needs of students and their interests and abilities. The consequent goal is to make the appropriate resources available to the school community ensuring that effective resource based teaching and learning eventuates.
- (c) The teacher-librarian and each relevant principal should cooperatively develop a schedule of time allocation.
- (d) The teacher-librarian will contribute appropriately to school development planning and budgetary processes.
- (e) Teacher-librarians may be used to assist in the provision of non-contact time where the participation of the classroom teacher is not essential to meet the objectives of the lesson.

#### 6.6.2 *What effect does travel have on a teacher-librarian's rostered duty time?*

- (a) Where a teacher-librarian provides resource services to more than one school, time required for travel between schools on the same day will be considered part of the teacher-librarians work program and will be incorporated within rostered duty time.
- (b) Where the distance from home to the circuit school is greater than that for the base school, additional time required to travel to the school is to be incorporated in the teacher-librarian's work program and therefore within rostered duty time.
- (c) Wherever possible the teacher-librarians required to provide resource services to more than one school will be subject to schedules designed to minimise travel.

#### 6.6.3 *What bus and playground duty should a teacher-librarian perform?*

Playground duty and bus duty is not to be allocated where the teacher-librarian services more than 2 schools.

The allocation of playground duty and bus duty in other circumstances should be made in recognition of the extent of involvement of teacher-librarians with students outside rostered duty time.

#### 6.6.4 *What is the expectation of co-curricular involvement for teacher-librarians?*

Where a teacher-librarian provides resource services to more than one school, the principal will reasonably adjust the expectation of co-curricular involvement, especially where the teacher-librarian's schedule necessitates considerable travel.

#### 6.6.5 *When will a teacher-librarian provide non-contact time relief?*

Teacher-librarians may be required to provide relief during non-contact time periods availed of by classroom teachers in circumstances where usual relief arrangements are unable to be effected for emergent reasons in accordance with departmental policy (EOG 24 April 1992).

## 6.7 Changing the standard hours of instruction

Notwithstanding the terms of clause 6.1, the standard hours of instruction may be amended in accordance with the agreed "Guidelines for Variation of Hours of Instruction of Senior Secondary".

### 6.7.1 What conditions apply if the standard hours of instruction vary?

Where the standard hours of instruction are amended in accordance with the guidelines the following conditions will apply:

- (a) Rostered duty time will commence no earlier than 8.00 a.m. and conclude no later than 5.00 p.m.
- (b) A teachers daily maximum rostered duty time will not exceed 7 hours while the minimum will not be less than 3 hours.
- (c) The weekly rostered duty time may be worked over less than 5 days Monday to Friday.
- (d) Teachers will obtain an uninterrupted meal break of 45 minutes between the third and fifth hours from commencement of duty. The meal break is not included in rostered duty time.
- (e) Teachers will obtain a rest pause of 10 minutes which is included in rostered duty time.
- (f) The daily hours of rostered duty time will be continuous except for the meal break unless agreed to by the teachers.

## 6.8 Hours of duty - education officer special duties

The terms and conditions of Schedule 5 - Organisational Hours of work Arrangements contained in the Queensland Public Service Award - State 2003, will apply to those teachers engaged temporarily as education officer special duties and in such capacity have a requirement of 36 1/4 hours per week attendance and accrue annual leave credits.

## PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

The following provisions as prescribed in the *Public Service Act 1996* and the directives issued pursuant to it and any amendments thereto, shall apply to employees subject to this Award:

TYPE OF LEAVE	DIRECTIVE NO.
Annual	9/99
Sick	10/99
Long Service	11/99
Special	14/99
Bereavement	13/99
Study and Examination	12/99

### 7.1 Annual leave

#### 7.1.1 When will a teacher take annual leave?

A teacher will receive paid leave over scheduled school vacations.

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

- (a) Where a full-time or part-time teacher has worked an entire school year, 4 weeks' annual leave loading will be paid in addition to the summer vacation pay.
- (b) Where a teacher has worked less than a full school year that teacher will receive a proportional payment of the annual leave loading.
- (c) The rate of the annual leave loading will be 17.5% of the teacher's current salary.

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

- (a) Where a temporary teacher is employed across a school vacation or on either side of a school vacation they will receive paid leave for the vacation period.
- (b) A temporary teachers access to annual leave is determined by the proportion of the year worked by the temporary teacher.



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

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

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

### **7.2 Sick leave**

#### 7.2.1 *What is sick leave?*

Sick leave is absence from work on account of illness.

#### 7.2.2 *Sick leave entitlement*

- (a) Sick leave on full salary will accumulate at the rate of 10 working days for each completed year of service and a proportionate amount for an incomplete year of service.
- (b) Leave may be taken for part of a day.
- (c) Entitlement to sick leave is conditional on the employee promptly notifying the employer of the employee's absence and of its expected duration.
- (d) An application for sick leave of more than 3 days is to be supported by a medical certificate or any other evidence that is acceptable to the employer.
- (e) The entitlements for sick leave are prescribed under *Directive 8/01 Sick Leave*, as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

### **7.3 Bereavement leave**

#### 7.3.1 Employees are granted bereavement leave on full salary on the death of a member of the teacher's immediate family or household. "Immediate family" includes:

- (a) the employee's spouse;
- (b) a child, ex-nuptial child, step-child, adopted-child, ex-foster child of the employee;
- (c) parent, grandparent, grandchild, sister or brother of the employee and of the employee's spouse; and
- (d) step-father, step-mother, half-brother, half-sister, step-brother and step-sister of the employee.

#### 7.3.2 "Spouse" of an employee includes:

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

The entitlements for bereavement leave are prescribed under *Directive 9/01 Bereavement Leave*, as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

### **7.4 Long service leave**

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

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

#### 7.4.3 The entitlements to long service leave are prescribed under *Directive 1/01 Long Service Leave*, as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

### **7.5 Family leave**

#### 7.5.1 The provisions of the *Family Leave Award - Queensland Public Sector* (including special responsibility leave)

apply and form part of this Award. The entitlements to parental leave include:

- (a) maternity leave;
- (b) spousal leave;
- (c) pre-natal leave;
- (d) pre-adoption leave; and
- (e) adoption leave.

The entitlements to parental leave are prescribed under *Directive 3/01 Parental Leave*, as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

## **7.6 Industrial relations education leave**

### *7.6.1 What is industrial relations education leave?*

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

### *7.6.2 How much industrial relations education leave can a teacher access?*

Teachers may be granted up to 5 working days' (or the equivalent hours) paid time off (non-accumulative) per calendar year to attend industrial relations sessions, approved by the Director-General or their delegate.

Additional leave, over and above the 5 working days non-accumulative (or the equivalent hours) in any one calendar year may be granted, where approved structured employees' training courses involve more than 5 working days (or the equivalent hours). Such leave will be subject to consultation between the Director-General (or their delegate) and the relevant Union and employee.

### *7.6.3 What special consideration can be given to industrial relations education leave?*

Upon request and subject to approval by the Director-General (or their delegate), employees may be granted paid time off in special circumstances to attend management committee meetings, Union conferences and ACTU Congress.

The granting of industrial relations education leave and any additional leave should not impact adversely on service delivery, work requirements and the effectiveness and efficiency of the Department. At the same time leave will not be unreasonably refused.

### *7.6.4 What leave can be granted for work with a trade union?*

At the discretion of the Director-General, employees may be granted special leave without pay to undertake work with their Union. Such leave will be in accordance with the Ministerial Directive on Special Leave in relation to special leave without salary. Conditions outlined in the Special Leave Directive that provide for the employees' return to work following unpaid leave will be met.

## **7.7 Public Holidays**

7.7.1 "Concessional day" means any day upon which an employee is permitted to be absent on full pay without debit to any leave account as a result of a compulsory closure of Government establishments over the Christmas/New Year period or such closure or restricted staffing as the employer determines.

7.7.2 All work done by any employee on the following public holidays is paid for at the rate of double time and a-half with a minimum of 4 hours.

- the 1st January
- the 26th January
- Good Friday
- Easter Saturday (the day after Good Friday)
- Easter Monday
- the 25th April (Anzac 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.

#### 7.7.3 *Labour Day*

All employees (other than casual employees) covered by this Award are entitled to be paid a full day's wage for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983* to be kept in place of that holiday), irrespective of the fact that no work may be performed on such day;

Where an employee actually works on Labour Day, such employee shall be paid in addition, a payment for the time actually worked between the normal starting and finishing times at one and a-half times the ordinary rates prescribed for such work with a minimum of 4 hours;

#### 7.7.4 *Annual show*

All work done by employees in a district specified from time to time by the Minister by notification published in the 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. No employee shall be entitled to receive payment in accordance with clause 7.7.4 for work performed on such a day on more than one occasion in each calendar year.

#### 7.7.5 *Double time and a-half*

For the purposes of clause 7.7, 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.

7.7.6 Subject to clause 7.7.3 and 7.7.10 an employee who performs work on any public holiday or any day appointed under the *Holidays Act 1983* to be kept in place of any such holiday, shall at the employee's option receive time off equivalent to the number of hours worked, with a minimum of 4 hours in lieu of monetary compensation:

Provided that where an employee elects to take equivalent time off such employee shall in addition be paid at half the ordinary rate with a minimum of 4 hours.

#### 7.7.7 *Substituted days for 38 hour week workers*

Where employees are working subject to 38 hour week arrangements, and where there is agreement between the Chief Executive and the majority of employees concerned and subject to statutory limitations, other ordinary working days may be substituted for the public holidays specified in the *Holidays Act 1983*.

Provided that where an employee is subsequently required to work on each substituted day, the employee shall be paid the rate applicable for the holiday that has been substituted.

#### 7.7.8 *Employees "rostered off" on public holidays who work in accordance with shift work or 5 out of 6 days provisions*

All employees (other than casual employees) working in accordance with the provisions of clauses 6.1 or 6.5, if rostered off on any public holiday shall be paid an additional day's wage, or by mutual agreement between the Chief Executive and the employee shall be granted a day's holiday in lieu at a time to be mutually arranged between the Chief Executive and the employee concerned or an extra day shall be taken with annual leave, for each such day on which the employee is rostered off:

Provided that for the purposes of clause 7.7.8 "rostered off" shall mean rostered off on a day of the week which normally forms part of the employee's ordinary hours:

Provided further that the "additional day's wage", "another day off" or "extra day" added to annual leave shall mean

- 5 hours ordinary rates.

7.7.9 All employees shall be entitled to payment for rostered ordinary hours to be worked for each of the public holidays referred to in clauses 7.7.2, 7.7.3 and 7.7.4 notwithstanding that no work is required to be performed.

7.7.10 Where a public holiday as prescribed by clause 7.7 falls upon a Saturday or Sunday and an employee, as part of the employee's ordinary rostered hours, is required to work on such day, calculations of payment shall be made upon the majority of shift basis where the starting and finishing times of such ordinary hours occur on different

days.

#### 7.7.11 Employees who do not work Monday to Friday of each week

Employees who do not ordinarily work Monday to Friday of each week are entitled to public holidays as follows:

- (a) A full-time employee is entitled to either payment for each public holiday or a substituted day's leave.
- (b) Where a public holiday would have fallen on a Saturday or a Sunday but is substituted for another day all employees who would ordinarily have worked on such Saturday or Sunday but who are not rostered to work on such day are entitled to payment for the public holiday or a substituted day's leave.
- (c) Where Christmas Day falls on a Saturday or a Sunday and the public holiday is observed on another day an employee required to work on Christmas Day (i.e. 25th December) is to be paid at the rate of double time.
- (d) Nothing in clause 7.7.11 confers a right to any employee to payment for a public holiday as well as a substituted day in lieu.

### 7.8 Jury service

- (a) An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.
- (b) Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.
- (c) Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
- (d) If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.
- (e) "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

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

### 8.1 Transfer and appointment expenses

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

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

and are prescribed under *Directive 8/00 Transfer and Appointment Expenses*, as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

### 8.2 Travelling and relieving expenses

8.2.1 An employee who is required to:

- (a) travel on official duty; or
- (b) to take up duty away from the employee's usual place of work to relieve another employee or to perform special duty,

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

These are prescribed under *Directive 3/00 Travelling and Relieving Expenses*, as issued and amended by the Minister for Industrial Relations under section 34 of the *Public Service Act 1996*.

## **PART 9 - TRAINING AND RELATED MATTERS**

### **9.1 Professional development and training**

#### *9.1.1 Why should teachers be involved in professional development?*

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

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

#### *9.1.2 Who has responsibility for professional development and training?*

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

#### *9.1.3 When will teachers undertake professional development and training?*

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

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

#### *9.1.4 What types of professional development and training will teachers undertake?*

Teachers will undertake professional development and training to implement new syllabuses produced by QSCC and Board of Senior Secondary School Studies.

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

#### *9.1.5 Who can approve professional development?*

Approval for professional development will be granted by:

- for teachers at a school - by the Principal;
- for teachers based at the District Office - by the District Director;
- for teachers based at Central Office or other administrative centre - by the relevant manager/director.

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

### **10.1 All provisions of relevant workplace health and safety legislation apply.**

## **PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS**

### **11.1 Function of union workplace delegates**

#### *11.1.1 What role do union workplace delegates perform?*

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

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

#### *11.1.2 Access to union workplace delegates and union officials*

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

### 11.1.3 *Union workplace delegates to have access to communication methods and facilities*

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

### 11.1.4 *Timing of union meetings and union activities*

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

### 11.1.5 *Union representatives to have access to leave to attend trade union meetings*

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

### 11.1.6 *Union representatives to have access to management*

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

## **11.2 Union encouragement**

### 11.2.1 *Employees will be encouraged to join a union*

The Department of Education recognises the right of individuals to join a Union and will encourage employees to join the relevant Union. However, it is also recognised that Union membership remains at the discretion of individuals.

### 11.2.2 *Employees will be provided with trade union information*

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

Information on the relevant Union/s will be included in induction materials. The relevant Union workplace representatives will be allocated sufficient time during any official induction program to discuss the benefits of Union membership.

### 11.2.3 *Role of union representatives*

Union representatives will be provided with the opportunity to discuss Union membership and Union issues with all new employees. Union representatives will have access to the conditions as listed in clause 11.1 of this Award.

## **Preamble**

Clauses 11.3 and 11.4 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.

## **11.3 Right of entry**

### 11.3.1 *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.

### 11.3.2 *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 11.3.2(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 11.3.2 the authorised industrial officer may be treated as a trespasser.

### 11.3.3 *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.

### 11.3.4 *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.

### 11.3.5 *Conduct*

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

## **11.4 Time and wages record**

11.4.1 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.

11.4.2 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.

11.4.3 The employer must keep the record for 6 years.

11.4.4 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.

## **SCHEDULE 1 - Access to Senior Teacher**

### **SENIOR TEACHER UNDERTAKING**

The Teachers' Award - State 2002 defines the role and duties of the Senior Teacher. The relevant clauses state:

". . . The teacher will sign an undertaking that:

- (i) the teacher will commit to teaching excellence and a leadership role amongst classroom teachers by performing higher level duties that:
  - (A) provide leadership in curriculum implementation, resource development and enhancement of student learning. (Indicative tasks: adopting a facilitative role to support the implementation of new syllabuses, year level coordinator, subject area coordinator, project activity);
  - (B) develop positive relationships with the school community and students, both individually and collectively. (Indicative tasks: membership of relevant internal and external school/community committees, involvement in school sporting/cultural activities);
  - (C) contribute to the support and professional development of other teachers. (Indicative tasks: mentoring, modelling effective teaching strategies and classroom management matters, project activity, supervising/coordinating pre-service teachers);

The indicative tasks provided are not intended to be exhaustive lists.

- (ii) The teacher will develop a draft personal action plan in accordance with this schedule as soon as is reasonably practicable following the signing of the undertaking. The draft personal action plan should identify tasks consistent with one or more of the higher level duties identified in (i), (A) (B) and (C).

The draft personal action plan will be provided to the principal for approval.

- (iii) the teacher acknowledges that he/she will be involved in the process of performance development (including identification of any developmental training needs which may be necessary to enhance the teacher's ability to fulfil the higher level duties) in accordance with the system developed pursuant to clause 4.12(1) of the Department of Education, Queensland Certified Agreement 1997 when that system commences operation.



The additional higher level duties of a senior teacher will not be so frequent or onerous as to detract from the senior teacher's primary role as a classroom teacher. The normal classroom teaching load of a senior teacher may be adjusted when necessary from time to time at the discretion of the principal and within available resources."

I..... (.....)  
 (Name) (ID No.)

undertake to perform higher level duties in accordance with the above provisions of the Teachers' Award State.

..... Date / /  
 Signature

..... Date / /  
 Principal/Supervisor

**SENIOR TEACHER PERSONAL ACTION PLAN**

Name.....

ID No.....

School/Worksite.....

Consistent with the Senior Teacher undertaking given in accordance with the provisions of the Teachers' Award State, I undertake to perform tasks consistent with one or more of the higher level duties identified in paragraphs (i)(A), (B) and (C) of the undertaking. These tasks are:

..... Date / /  
 Signature

Approved:

..... Date / /  
 Principal/Supervisor

**SCHEDULE 2 - SALARIES - TEACHERS**

The following scale of minimum salaries will apply to teachers:

Band and Step	2 and 3 year trained	4 year trained	Per Fortnight \$
<b>Band 1</b>			
Step 1	C2101		1,728.30
Step 2	C2102		1,775.40
Step 3	C2103		1,832.50
Step 4	C2104		1,893.00
<b>Band 2</b>			
Step 1	C2201	C0201	1,944.00
Step 2	C2202	C0202	2,047.80
Step 3	C2203	C0203	2,151.20
Step 4	C2204	C0204	2,254.80
Step 5	C2205	C0205	2,358.90
<b>Band 3</b>			
Step 1	C2301	C0301	2,445.60
Step 2	C2302	C0302	2,532.70
Step 3	C2303	C0303	2,619.30
Step 4	C2304	C0304	2,711.00

The above rates incorporate adjustments based upon the *Department of Education and the Arts Teachers' Certified Agreement 2006 (CA/2006/238)*.

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 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.

### **SCHEDULE 3 - SALARIES - PROMOTIONAL POSITIONS**

The following scale of minimum salaries will apply to Promotional Positions:

Band and Step	Salary per Fortnight \$
<b>Band 4</b>	
Step 1	2,897.60
Step 2	2,967.70
Step 3	3,021.70
Step 4	3,104.80
Step 5	3,188.90
<b>Band 5</b>	
Step 1	3,061.90
Step 2	3,139.50
Step 3	3,205.40
Step 4	3,286.60
Step 5	3,363.50
<b>Band 6</b>	
Step 1	3,213.00
Step 2	3,283.20
Step 3	3,356.00
Step 4	3,440.50
Step 5	3,529.40
<b>Band 7</b>	
Step 1	3,364.60
Step 2	3,441.90
Step 3	3,526.50
Step 4	3,610.70
Step 5	3,699.40
<b>Band 8</b>	
Step 1	3,533.50
Step 2	3,618.80
Step 3	3,707.30
Step 4	3,798.80
Step 5	3,891.00
<b>Band 9</b>	
Step 1	3,773.10
Step 2	3,819.00
Step 3	3,915.40
Step 4	4,011.80
Step 5	4,097.80
<b>Band 10</b>	
Step 1	3,945.60
Step 2	4,034.40
Step 3	4,141.00
Step 4	4,240.90
Step 5	4,342.90
<b>Band 11</b>	
Step 1	4,173.90
Step 2	4,276.60
Step 3	4,379.50
Step 4	4,490.40

Band and Step	Salary per Fortnight
	\$
Step 5	4,596.50

The above rates incorporate adjustments based upon the *Department of Education and the Arts Teachers' Certified Agreement 2006 (CA/2006/238)*.

The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2010 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.

#### **SCHEDULE 4 - SPECIFIED SCHOOLS SERVING INDIGENOUS COMMUNITIES**

The schools serving indigenous communities referred to in clause 5.7.5 of this Award as those schools to which a Specified Sites Allowance shall be paid, are:

Aurukun State Pre-school Centre  
Badu Island State School  
Badu Island State Pre-school Centre  
Bamaga State School  
Bamaga State Pre-school Centre  
Birdsville State School  
Bloomfield River State School  
Burketown State School  
Bwgcolman Community School  
Bwgcolman State Pre-school Centre  
Camooweal State School  
Cherbourg State School  
Cherbourg State Pre-school Centre  
Coconut Island State School  
Coconut Island State Pre-school Centre  
Coen State School  
Croydon State School  
Dajarra State School  
Darnley Island State School  
Dauan Island State School  
Doomadgee State School  
Doomadgee State Pre-school Centre  
Hopevale State School  
Horn Island State School  
Injinoo State Pre-school Centre  
Kowanyama State School  
Kowanyama State Pre-school Centre  
Kubin State School  
Kubin State Pre-school Centre  
Laura State School  
Lockhart River State School  
Lockhart River State Pre-school Centre  
Mabuiag Island State School  
Mabuiag Island State Pre-school Centre  
Malu Kiwai State School  
Malu Kiwai State Pre-school Centre  
Mer State School  
Mornington Island State School  
Mornington Island State Pre-school Centre  
Murray Island State School  
Normanton State School  
Normanton State Pre-school Centre  
Pormuraaw State School  
Pormuraaw State Pre-school Centre  
Saibai Island State School

Saibai Island State Pre-school Centre  
St Pauls State School  
St Pauls State Pre-school Centre  
Stephen Island State School  
Tamwoy State School  
Thursday Island State School  
Thursday Island State Pre-school Centre  
Thursday Island State High School  
Urandangi State School  
Warraber State School  
Warraber State Pre-school Centre  
Western Cape College  
Woorabinda State School  
Woorabinda State Pre-school Centre  
Yam Island State School  
Yam Island State Pre-school Centre  
Yarrabah State School  
Yarrabah State Pre-school Centre  
Yorke Island State School  
Yorke Island State Pre-school Centre  
Other schools as may from time to time be approved  
by the employer.

Dated 9 September 2003.

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

Operative Date: 3 November 2003