

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - ss. 140G and 140GC - Variation of modern award
ss. 140G(3)(a) and 140GC(2)(a) - Commission acting on its own initiative

TEACHING IN STATE EDUCATION AWARD - STATE 2016

Matter No. MA/2016/21

DEPUTY PRESIDENT O'CONNOR
DEPUTY PRESIDENT SWAN
INDUSTRIAL COMMISSIONER THOMPSON

5 December 2016

DETERMINATION

This matter coming on for hearing before the Commission at Brisbane on 5 December 2016 this Commission orders that the said Award be varied as follows as from 5 December 2016:

1. By deleting the heading of Part 1 in both the Table of Contents and the Award itself and inserting in lieu thereof:

PART 1 - Title and Operation

2. By deleting clause 1 and inserting the following in lieu thereof:

1. Title

This Award is known as the *Teaching in State Education Award - State 2016*.

3. In clause 3:

- (a) By deleting the definition of "assistant teacher" and inserting the following in lieu thereof:

assistant teacher means an assistant teacher as defined in Schedule 1

- (b) By deleting the definition of "commission" and inserting the following in lieu thereof:

Commission means the Queensland Industrial Relations Commission

- (c) By deleting the definition of "community teacher" and inserting the following in lieu thereof:

community teacher means a community teacher A or B as defined in Schedule 1

- (d) By deleting the definition of "counsellor" and inserting the following in lieu thereof:

counsellor means a community education counsellor

- (e) By deleting the definition of "directive" and inserting the following in lieu thereof:

directive means a ruling, or part of a ruling, made under section 53 or section 54 of the *Public Service Act 2008*

- (f) By deleting the definition of "head of program" and inserting the following in lieu thereof:

head of program means a person employed in one of the positions listed under this heading in Schedule 1

- (g) By deleting the definition of "school leader" and inserting the following in lieu thereof:

school leader means a person employed in one of the positions listed under this heading in Schedule 1

- (h) By inserting a new definition for "specialist teacher" as follows:

specialist teacher means a music, physical education and/or LOTE teacher employed by DET in state primary and special schools

- (i) By deleting the definition for "teacher" and inserting the following in lieu thereof:

teacher means a two, three or four year trained teacher as defined in Schedule 1

- (j) By deleting the definition for "union" and inserting the following in lieu thereof:

union means one of the industrial organisations of employees mentioned in clause 4.1(c)

4. By deleting clause 4.1(c) and inserting the following in lieu thereof:

- (c) the following industrial organisations of employees:

- (i) Queensland Teachers' Union of Employees (QTU); and
(ii) Together Queensland, Industrial Union of Employees (TQ),
to the exclusion of any other award.

5. By deleting clause 5 and inserting the following in lieu thereof:

5. The Queensland Employment Standards and this Award

This Award together with the QES provide for a minimum safety net of enforceable conditions of employment for employees covered by this Award.

6. By deleting clause 6.1(c) and inserting the following in lieu thereof:

- (c) Any proposed genuine agreement reached between DET and employees 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.

7. By deleting clause 6.2(a) and inserting the following in lieu thereof:

- (a) The parties to this Award are committed to co-operating positively to:
(i) increase the efficiency and productivity of state educational institutions; and
(ii) enhance the career opportunities and job satisfaction of employees.

8. By deleting clause 6.2(b)(iv) and inserting the following in lieu thereof:

- (iv) any agreement/s relating to award provisions is subject to approval by the Commission.

9. By deleting clauses 6.2(c)(B) and (C) and inserting the following in lieu thereof:

(B) the Commission will be notified of the terms and scope of the trial;

(C) reports on the progress of the trial will be provided as requested by the Commission.

10. By deleting clause 6.3 and inserting the following in lieu thereof:

6.3 Procedures to implement facilitative award provisions - CEC stream

Wherever facilitative provisions appear in this Award which allow for determination of the conditions of employment by agreement between the chief executive and TQ (the union), or the chief executive and the majority of counsellors affected, the following procedures shall apply:

- (a) Facilitative award provisions can be negotiated between management and counsellors who are directly affected by such proposals or between management and the union depending on the particular award provisions.
- (b) Counsellors may be represented by their local union delegate/s and shall have the right to be represented by their local union official/s.
- (c) Facilitative award provisions can only be implemented by agreement.
- (d) In determining the outcome from facilitative provisions neither party should unreasonably withhold agreement.
- (e) Agreement is defined as obtaining consent of greater than 50% of counsellors directly affected or of the union depending upon the particular award provisions.
- (f) Where a provision refers to agreement by the majority of counsellors affected, all counsellors directly affected shall be consulted. This consultation shall be undertaken where practicable as a group, or in groups. Should the consultation process identify counsellors with specific concerns which relate to either equity or occupational health and safety issues, such concerns may be catered for on an individual basis subject to operational requirements.
- (g) Any agreement reached must be documented and shall incorporate a review period.
- (h) Where the agreement relates to the working of ordinary hours on other than a Monday to Friday basis, the union is to be notified in writing at least one week in advance of agreement being sought.

11. By deleting the heading of clause 7.1 and inserting the following in lieu thereof:

7.1 Prevention and settlement of disputes - Award matters

12. By deleting clauses 7.1(d)(ii) and (iv) and inserting the following in lieu thereof:

(ii) if the matter is not resolved as per clause 7.1(d)(i), it shall be referred by the union representative and/or the employee/s to the relevant Regional Director of DET (or nominee) or appropriate management representative who shall arrange a conference of the relevant parties to discuss the matter. This process should not extend beyond 7 days;

...

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

13. By deleting clause 7.1(e) and inserting the following in lieu thereof:

(e) Nothing contained in this procedure shall prevent a union or DET from intervening in respect

of matters in dispute should such action be considered conducive to achieving resolution.

14. By deleting clause 7.2 and inserting the following in lieu thereof:

7.2 Employee grievance procedures - other than Award matters

- (a) 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.
- (b) The following procedure applies to all industrial matters within the meaning of the Act:

Stage 1: In the first instance the employee shall inform such employee's Principal, person in charge of the centre or immediate supervisor (as relevant) of the existence of the grievance and they shall attempt to solve the grievance. It is recognised that an employee may exercise the right to consult such employee's union representative during the course of Stage 1.

Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the representative from regional office or the next in line management where relevant ("the manager"). The manager will consult with the relevant parties. The employee may exercise the right to consult or be represented by such employee's union representative during the course of Stage 2.

Stage 3: 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 if such employee wishes to pursue the matter further. If desired by either party the matter shall also be notified to the relevant union.

- (c) The chief executive shall ensure that:
- (i) the aggrieved employee or such employee's union representative has the opportunity to present all aspects of the grievance; and
- (ii) the grievance shall be investigated in a thorough, fair and impartial manner.
- (d) The chief executive may appoint another person to investigate the grievance. The chief executive may consult with the relevant union in appointing an investigator. The appointed person shall be other than the employee's supervisor or manager.
- (e) If the matter is notified to the union, the investigator shall consult with the union during the course of the investigation. The chief executive shall 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.
- (f) The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:
- Stage 1: Discussions should take place between the employee and such employee's Principal, person in charge of the centre or immediate supervisor (as relevant) within 24 hours and the procedure shall not extend beyond 7 days.
- Stage 2: Not to exceed 7 days.
- Stage 3: Not to exceed 14 days.
- (g) If the grievance is not settled the matter may be referred to the Commission by the employee or

the union.

- (h) 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 while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- (i) Where the grievance involves allegations of sexual harassment an employee should commence the procedure at Stage 3.

15. By deleting clause 8.1 and inserting the following in lieu thereof:

8.1 Full-time employment

A full-time employee will be one engaged by DET in other than a part-time or casual capacity.

16. By deleting clause 8.2.2(i) and inserting the following in lieu thereof:

- (i) A part-time counsellor may be engaged for between 0.1 and 0.9 of full-time employment.

17. By deleting clauses 8.3.1(b), (c) and (d) and inserting the following in lieu thereof:

- (b)
 - (i) A supply teacher shall receive payment at the Band 3 Step 1 level and a casual loading of 23%.
 - (ii) The daily rate of a supply teacher shall be calculated at 1/10 of the fortnightly salary of Band 3 Step 1 plus the casual loading of 23%.
- (c) The minimum period of engagement of a supply teacher shall be 2 hours on any one day.
- (d) Where an engagement of less than a full day includes the mid-morning break the supply teacher shall receive payment for this time.

18. By deleting clause 8.3.2(c) and inserting the following in lieu thereof:

- (c) A casual counsellor shall be paid 23% in addition to the ordinary hourly award rates of pay for the class of work upon which such counsellor is engaged. Each engagement stands alone, with a minimum payment as for 2 hours' work made in respect to each engagement. Where applicable, a casual counsellor is further entitled to the provisions of overtime, weekend penalty rates and payment for work performed on public holidays.

19. By deleting clause 9.2(b) and inserting the following in lieu thereof:

- (b) If an employee fails to give the required notice DET will have the right to withhold monies due to the employee with a maximum amount equal to the ordinary time rate of salary for the period of notice not provided.

20. By deleting clause 9.4 and inserting the following in lieu thereof:

9.4 Job search entitlement

Where DET has given notice of termination to an employee for reasons other than redundancy, the employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with DET.

21. By deleting clause 9.5 and inserting the following in lieu thereof:

9.5 Statement of employment

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

22. By deleting clauses 10.2(a) and (b) and inserting the following in lieu thereof:
- (a) Where DET decides that it no longer wishes the job an employee/s has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, DET shall consult the employee/s directly affected and, where relevant, their union/s.
 - (b) The consultation shall take place as soon as it is practicable after DET has made a decision which will invoke the provisions of clause 10.2(a) and shall cover the reasons for the proposed terminations and measures to avoid or minimise the terminations and/or their adverse effects on the employee/s concerned.
23. By deleting clause 10.5(b) and inserting the following in lieu thereof:
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee must, at the request of DET, produce proof of attendance at an interview or the employee will not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.
24. By deleting clause 10.6 and inserting the following in lieu thereof:

10.6 Alternative employment

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

25. By deleting clause 10.7 and inserting the following in lieu thereof:

10.7 Employees exempted

Clauses 10.1 to 10.6 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
 - (b) to an employee engaged for a specific period or task/s; or
 - (c) to a casual employee; or
 - (d) to an employee with less than one year's continuous service, in which case the general obligation on DET should be no more than to give the relevant employee an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the employee of suitable alternative employment.
26. By deleting clause 11.2(a) and inserting the following in lieu thereof:
- (a) DET shall consult the employees affected and, where relevant, their union/s about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, DET intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).

27. By deleting clause 12.3.2(d) and inserting the following in lieu thereof:

- (d) 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 two approved degrees from a recognised University plus one year of teachers' education will commence on the salary prescribed for the second year of service.

28. By deleting clause 12.3.4(a) and inserting the following in lieu thereof:

- (a) On appointment to a head of program or school leader position at a higher salary band, the employee shall be paid at the salary step with the lowest salary that provides an increase of no less than one per cent compared to the salary of their substantive position.

29. By deleting clause 12.3.6 and inserting the following in lieu thereof:

12.3.6 Heads of program and school leaders - job evaluation

- (a) A total evaluation of head of program and school leader positions will be conducted at least once every three 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 an Evaluation Review Committee established for that purpose.
- (c) Other reviews of evaluations will be conducted as deemed appropriate from time to time by the Evaluation Review Committee.
- (d) Evaluation Review Committee
 - (i) A joint Evaluation Review Committee will be established comprising nominees of DET and the QTU.
 - (ii) The terms of reference of the Evaluation Review Committee will be:
 - (A) to establish agreed procedures for re-evaluation of positions;
 - (B) to establish agreed procedures for determining the anticipated evaluation of new or changing positions;
 - (C) to review and make recommendations on evaluations conducted by DET of heads of program and school leaders and any other position to which this Award applies;
 - (D) to review guidelines used by DET in the evaluation of such positions;
 - (E) to identify anomalies and inequities in the evaluation process or its application or in the classification structure and to recommend changes to rectify them; and
 - (F) to prepare an Annual Report on the activities of the Evaluation Review Committee for the chief executive and QTU.
 - (iii) 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 in 1991.
 - (iv) No change to the evaluation methodology or the classification structure will be made unless approved by the Commission.

- (v) Review of evaluation
 - (A) The band level of all vacant HOSES's and principal's positions will be reviewed prior to decisions regarding the filling of any position being advertised for merit selection or being made available for relocation. Otherwise the evaluation of a position shall occur where significant changes are identified to the role of the position since it was last evaluated.
 - (B) The evaluation of a principal's position may be requested by the incumbent principal, Regional Director, Executive 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 Assistant Director-General - Human Resources as soon as practicable thereafter but no later than the end of term 2 each year.

30. By deleting clause 12.3.7(a)(i) and inserting the following in lieu thereof:

- (i) Teachers who are seconded as Education Officers (Special Duties) shall be entitled to an additional \$332.80 per fortnight which shall be treated as salary.

31. By deleting clause 12.3.7(b)(i) and inserting the following in lieu thereof:

- (i) Heads of program and school leaders, other than principals, who are seconded as Education Officers (Special Duties) shall be entitled to payment at the same salary step of the next salary band during the period of secondment.

32. By deleting clause 12.4 and inserting the following in lieu thereof:

12.4 CTAT stream

- (a) A community teacher A in the first year of service shall be appointed at Step 3 of the CTAT stream.
- (b) A community teacher B in the first year of service shall be appointed at Step 1 of the CTAT stream.
- (c) An assistant teacher in the first year of service shall be appointed at Step 1 of the CTAT stream.

33. By deleting clause 12.6.1(b) and inserting the following in lieu thereof:

(b) Casual teacher - centres of continuing secondary education/secondary colleges

- (i) A teacher employed on a casual basis to teach courses in centres of continuous secondary education/secondary colleges shall be paid at the following rate per hour of programmed student contact (amended at the same time and by the same percentage as the rate of pay of Band 2 Step 5):

Internally Assessed Courses	\$103.63 per hour
Externally Assessed Courses	\$89.69 per hour

- (ii) Guidance personnel employed on a casual basis shall be paid at the rate of \$68.20 per hour.
- (iii) A teacher-librarian employed on a casual basis shall be paid at the rate of \$68.20 per hour.

34. By deleting clause 12.6.1(c)(i)(A)(1) and inserting the following in lieu thereof:

1. has completed nine 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 is yet to satisfy clause 12.6.1(c)(i)(A)(1.a.)); and

35. By deleting clause 12.6.1(c)(i)(B) and inserting the following in lieu thereof:

- (B) In the case of a temporary teacher, a senior teacher is a teacher who, in addition to satisfying the conditions of clause 12.6.1(c)(i), obtains an engagement to a specific school for a period of at least three school terms.

36. By deleting clause 12.6.1(c)(ii) and inserting the following in lieu thereof:

(ii) Minimum salary/allowance

- (A) The minimum salary of a 4 year trained senior teacher shall be \$3,342 per fortnight.
- (B) A 3 year trained senior teacher shall receive an additional \$142.00 per fortnight in addition to other entitlements under clause 12.6.1 which is to be regarded as salary. The allowance is determined by subtracting the rate for Band 3 Step 4 from the 4 year senior teacher rate.

37. By deleting clause 12.6.1(c)(vii)(C) and inserting the following in lieu thereof:

- (C) 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 in clause 7.2 of this Award.

38. By deleting clause 12.6.1(e) and inserting the following in lieu thereof:

(e) **Experienced senior teacher**

- (i) The experienced senior teacher classification will be available to any 4 year trained teacher with four or more years' satisfactory service as a senior teacher or any three-year trained teacher with seven or more years' satisfactory service as a senior teacher. However, a senior instrumental music instructor who is not a 3 or 4 year trained teacher is not able to access this higher classification.
- (ii) The experienced senior teacher classification will be accessed through a merit selection process.
- (iii) The salary of an experienced senior teacher shall be \$3,420 per fortnight.

39. By deleting the introductory paragraph under clause 12.6.1(g) and inserting the following in lieu thereof:

(g) **School leader (promotional positions)**

The minimum salaries payable to school leaders (promotional positions) are prescribed in the table below:

40. By deleting clauses 12.6.1(h), (i), (j) and (k) and inserting the following in lieu thereof:

(h) **Higher duties - relieving teacher**

- (i) Subject to clause 12.6.1(h)(iv), a teacher who relieves a head of program or school leader shall be paid a higher duties allowance which will consist of the relevant percentage of the difference between the relieving teacher's normal salary and the salary which the teacher would be paid if actually appointed to the head of program or school leader position.
- (ii) A teacher who relieves a head of program or school leader assigned to a higher salary band shall 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 teacher's normal position is assigned and the minimum salary of the higher salary band.
- (iii) For the purposes of clauses 12.6.1(h)(i) and (ii), **the relevant percentage** will be the percentage of the full duties and responsibilities of the higher position which the relieving teacher has assumed, as decided prior to the assumption of the duties and responsibilities of the higher position by the relieving teacher.
- (iv) No higher duties allowance will be payable unless the relieving teacher assumes the higher position for the applicable minimum period, as follows:
 - (A) no minimum period if the higher position is vacant;
 - (B) a minimum period of more than three working days if the higher position is not vacant and the relieving teacher assumes the full duties and responsibilities of the higher position;
 - (C) a minimum period of three weeks if the higher position is not vacant and the relieving teacher does not assume the full duties and responsibilities of the position.

Note: Where a directive about higher duties covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.

(i) **Teacher in charge**

Any teacher designated as a teacher in charge shall be paid an additional \$97.30 per fortnight.

(j) **Teachers in specified sites**

An additional \$32.75 per fortnight shall be paid to teachers, heads of program and school leaders in:

- (i) 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 DET; and/or
- (ii) specified schools serving Aboriginal and Torres Strait Islander communities as set out in Schedule 3 of this Award.

(k) **Teachers seconded as advisory teachers**

Teachers seconded as advisory teachers shall be paid an additional \$142.00 per fortnight, being equivalent to the 3 year trained senior teacher allowance recorded in clause 12.6.1(c)(ii)(B).

41. By deleting clauses 12.6.2(b), (c) and (d) and inserting the following in lieu thereof:

- (b) Aboriginal and Torres Strait Islander community schools allowance

An additional \$38.90 per fortnight (\$1,015 per annum) shall be paid to community teachers A and B in Torres Strait Islander schools and Aboriginal community schools.

(c) Head teacher - CTAT stream

A community teacher or an assistant teacher who is the head teacher of a Torres Strait Island primary school shall receive an additional \$233.45 per fortnight (\$6,090 per annum).

(d) Community teachers and assistant teachers in charge

A community teacher or an assistant teacher who is the teacher in charge of a Torres Strait Island preschool shall be paid an additional \$113.65 per fortnight (\$2,965 per annum).

42. By deleting clause 12.6.3(b) and inserting the following in lieu thereof:

(b) Higher duties

(i) A counsellor who temporarily fills a position at a higher classification level within the CEC stream shall be paid at the first paypoint of the classification level of the position being temporarily filled.

(ii) Where the salary of the counsellor's substantive position exceeds the lowest paypoint of the position which the employee is temporarily filling the counsellor's salary shall be at the paypoint that is closest to, but higher than, the salary of the counsellor's existing position.

Note: Where a directive about higher duties covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.

43. By deleting clauses 12.9.1(a) to (c) and inserting the following in lieu thereof:

(a) A teacher will automatically progress to the next step on the salary scale provided that:

(i) in the case of a 4 year trained teacher, the teacher has spent at least 12 months on their current salary step;

(ii) 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 two years on their current step in Band 3 up to the maximum salary of Band 3;

(iii) the teacher is not subject to a managing unsatisfactory performance process; i.e. the teacher's performance is deemed to be satisfactory; and

(iv) the teacher is not subject to any disciplinary processes that results in a delay in their annual increment.

(b) Four (4) year trained teacher - 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.

(c) Three (3) year trained teacher - 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.

44. By deleting clause 12.9.2(b)(i)(B) and inserting the following in lieu thereof:

- (B) participation in 150 hours of accredited professional development activities to be achieved at an annual average rate of not less than 30 hours (five days) and to be undertaken outside the hours engaged in teaching; and

45. By deleting clause 12.9.2(b)(vii)(C) and inserting the following in lieu thereof:

- (C) The 3 year trained teacher shall progress by annual increment to the maximum salary of Band 3, thereafter.

46. By deleting clauses 12.9.3(a) and (b) and inserting the following in lieu thereof:

- (a) Heads of program shall progress through the classification structure on the basis of one increment every two years, reaching the salary horizon at the commencement of their fifth year of service at that classification level.
- (b) With the exception of executive principals, school leaders shall progress through their classification on the basis of one increment every two years, reaching the salary horizon at the commencement of their fifth year of service at that classification level.

47. By deleting clause 12.10.1(c) and inserting the following in lieu thereof:

- (c) Upon completion of a recognised course of study, other than a course qualifying an employee for appointment as a community teacher A or B or as a registered teacher, an assistant teacher shall progress to the salary step higher than the employee's current salary step.

48. By deleting the heading of clause 13.1 as well as the introductory sentence in clause 13.1(a) and inserting the following in lieu thereof:

13.1 Divisional and District parities - CTAT stream

- (a) In addition to the rates of wages set out in this Award the following weekly amounts shall be paid to community teachers and assistant teachers employed in the Divisions and Districts referred to hereunder:

49. By deleting clause 13.2 and inserting the following in lieu thereof:

13.2 Education achievement allowance, assistant teachers - CTAT stream

An assistant teacher who has successfully completed the training programs relevant to their role, other than courses qualifying them as a community teacher A or B or as a registered teacher, shall receive the following education achievement allowances:

Achievement level	Per fortnight \$
Completion of 1st Course (2 semesters duration)	24.60
Completion of 2nd Course (2 semesters duration)	49.20
Completion of 3rd Course (1 semester duration)	73.70

50. By deleting clause 13.4 and inserting the following in lieu thereof:

13.4 Moderation duties allowance - THSL stream

Classified teachers who perform moderation duties and are responsible to a regional moderation meeting for the assessment of a subject area in Grades 10, 11 and 12, shall be entitled to receive additional allowances as follows:

- (a) \$24.60 per fortnight where the teacher concerned is responsible for themselves and two or more teachers in the subject area; or
- (b) \$17.40 per fortnight where the teacher concerned is responsible for themselves and one other teacher in the subject area.

51. By deleting clause 13.5(a) and inserting the following in lieu thereof:

13.5 Motor vehicle allowance

- (a) Subject to clause 13.5(c), where DET requires an employee to use their own vehicle in or in connection with the performance of their duties, the employee shall be paid an allowance for each kilometre of authorised travel as follows:
 - (i) motor vehicle - \$0.77 per kilometre; and
 - (ii) motorcycle - \$0.26 per kilometre.

52. By deleting clause 13.6(b) and inserting the following in lieu thereof:

- (b) Additionally, the counsellor must be allowed 30 minutes at the ordinary mealtime for such meal where work is performed after 1800.

53. By deleting clause 13.7 and inserting the following in lieu thereof:

13.7 Adjustment of monetary allowances

- (a) Other than the expense related allowances at clauses 13.5 (motor vehicle allowance), 13.6 (overtime meal allowance - CEC stream), Divisional and District allowances at clause 13.1 and locality allowances at clause 13.3, respectively, all other monetary allowances specified in clause 13 shall be automatically adjusted from the same date and in the same manner as monetary allowances are adjusted in any State Wage Case decision or other decision of the Commission adjusting minimum wage rates in this Award.
- (b) In addition to the monetary allowances specified in clause 13, the monetary allowances/payments in clauses 12.3.7(a)(i) (education officers (special duties), 12.6.1(i) (teacher in charge), 12.6.1.(j) (teachers in specified sites), 12.6.2(b) (Aboriginal and Torres Strait Islander community schools allowance), 12.6.2(c) (head teacher - CTAT stream) and 12.6.2(d) (community teachers and assistant teachers in charge), respectively, shall also be adjusted in the same manner and at the same time as prescribed in clause 13.7(a).
- (c) At the time of any adjustment to the wage rates in this Award the expense related allowances at clauses 13.5 (motor vehicle allowance) and 13.6 (overtime meal allowance - CEC stream), respectively, shall be automatically adjusted by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- (d) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index, as follows:

<u>Allowance</u>	<u>Eight Capitals Consumer Price Index</u> <u>(ABS Cat No. 6401.0 - Table 7)</u>
Motor vehicle allowance <i>(last adjusted 1 September 2014)</i>	Private motoring sub-group
Overtime meal allowance <i>(last adjusted 1 September 2016)</i>	Take-away and fast foods sub-group

54. By deleting clause 14 and inserting the following in lieu thereof:

14. Superannuation

- (a) Subject to Commonwealth legislation and clause 14(b), DET must comply with superannuation arrangements prescribed in the *Superannuation (State Public Sector) Act 1990* (and associated Deed, Notice and Regulation).
- (b) Where Commonwealth legislation provides for choice of fund rights to an employee subject to this Award, and that employee fails to elect which superannuation fund to which DET's contributions are directed, DET will direct contributions to the appropriate fund prescribed in the abovementioned Queensland legislation.

55. By deleting the heading of clause 15 and inserting the following in lieu thereof, as well as updating the heading in the Table of Contents:

15. Hours of duty

56. By deleting clauses 15.1(b)(ii) and (iii) and inserting the following in lieu thereof:

(ii) Secondary schools

- (A) The rostered duty time of a classroom teacher in secondary schools will include no more than 20 hours and 40 minutes of rostered face to face teaching and associated professional duties and no less than three hours and 30 minutes of rostered preparation and correction time.
- (B) Preparation and correction time will be allocated in blocks of usable time no less than the length of a school-teaching period.

(iii) 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 and 10 minutes of rostered face to face teaching and associated professional duties and no less than two hours of rostered preparation and correction time.
- (B) Timetabling of non-contact time should be by agreement at the school level between the principal and the teacher. In those circumstances where agreement is unable to be reached, the principal will determine the method and implementation of non-contact time. The parties are required to bargain in good faith and will not unreasonably withhold agreement.
- (C) Non-contact time should be allocated in blocks of no less than one-half hour, with the objective being to provide blocks of time of one hour.

57. By deleting clause 15.1(c)(ii) and inserting the following in lieu thereof:

(ii) Rostered duty time

- (A) The rostered duty time of a teacher will be 20 hours per week and will include no more than 16 hours and 30 minutes of rostered face to face teaching and associated professional duties and no less than three hours and 30 minutes of rostered preparation and correction time which will be allocated in blocks of usable time.

- (B) Rostered duty time will commence no earlier than 0830 and conclude no later than 2130.
- (C) A teacher's daily maximum rostered duty time will not exceed seven hours while the minimum will not be less than three hours.
- (D) The weekly rostered duty time may be worked over less than five days, Monday to Friday.
- (E) 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 five hours will be observed as non-attendance time between timetabled rostered duty time and a minimum of three hours per block will apply to the blocks of rostered duty time on a day when work is split.
- (F) Teachers to whom clause 15.1(c) applies will not be involved in playground or bus supervision duties.

58. By deleting clause 15.2 and inserting the following in lieu thereof:

15.2 Instrumental music teacher/instructor

- (a) The rostered duty time of an instrumental music teacher/instructor will be 30 hours per week which will be comprised of 25 hours per week of group instructional time and five hours per week of ensemble rehearsal time. Time spent travelling between schools will be debited against rostered duty time.
- (b) In addition to rostered duty time, an instrumental music teacher/instructor may be required to undertake other incidental duties as described in clause 15.2(c).
- (c) The maximum time spent on incidental duties will be:
 - (i) conducting performances by students outside rostered duty time - 20 per year;
 - (ii) music camp attendance - equivalent of five days per year (including week-end rehearsals); and
 - (iii) attendance at parent/student recruitment meetings and at parental support committee meetings - eight per year in total.
- (d) Rostered duty time

Rostered duty time will commence no earlier than 0800 and conclude no later than 1600. An instrumental music teacher/instructor will not be required to instruct for more than seven hours in any one day or commence duty more than once on any one day.

59. By deleting clause 15.3(f) and inserting the following in lieu thereof:

- (f) Bus and playground duty

Playground and bus duties are not to be allocated where the specialist teacher services more than two schools.

60. By deleting clause 15.4(g) and inserting the following in lieu thereof:

- (g) Bus and playground duty
 - (i) Playground and bus duties are not to be allocated where a teacher-librarian services more than two schools.
 - (ii) The allocation of playground and bus duties in other circumstances should be made in recognition of the extent of involvement of teacher-librarians with students outside rostered duty time.

61. By deleting clauses 15.6(e)(i) and (ii) and inserting the following in lieu thereof:

- (i) the first three hours at time and one-half and any additional hours at double time; or
- (ii) at the counsellor's request, and agreed to by DET, the counsellor may waive the penalty rate payments and take additional leave calculated on the basis of time and one-half for the first 3 hours and double time for any additional hours. Such leave shall be taken during school vacation periods or at other times where mutually agreed.

62. By deleting clause 15.7 and inserting the following in lieu thereof:

15.7 Education Officer (Special Duties)

The terms and conditions of Schedule 3 contained in the *Queensland Public Service Officers and Other Employees Award - State 2015* will apply to those teachers, heads of program and school leaders engaged temporarily as an Education Officer (Special Duties).

63. By deleting clause 16.1(e) and inserting the following in lieu thereof:

- (e) Continuing secondary education or secondary colleges - teachers shall be entitled to an uninterrupted lunch break of not less than 30 minutes if teaching morning and afternoon blocks and shall be entitled to an uninterrupted evening meal break of not less than 30 minutes if teaching afternoon and evening blocks. Such meal breaks are not included in rostered duty time.

64. By deleting clause 16.2 and inserting the following in lieu thereof:

16.2 Instrumental music teachers/instructors

An instrumental music teacher/instructor shall be entitled to an uninterrupted meal break of not less than 45 minutes to be taken between the fourth and sixth hour of duty which will not be considered as rostered duty time.

65. By deleting clause 16.4 and inserting the following in lieu thereof:

16.4 CTAT stream

A community teacher or assistant teacher shall be entitled to an uninterrupted meal break of 45 minutes between the hours of 0930 and 1400 which will not be considered as rostered duty time.

66. By deleting clauses 18(a) to (e) and inserting the following in lieu thereof:

- (a) Any authorised hours worked by a counsellor on any one day between 7.25 hours and 9.5 hours within the spread of ordinary hours of duty stipulated in clause 15.6 shall be credited as accrued time at the rate of time for time.
- (b) All authorised overtime worked by a counsellor in excess of 9.5 hours within the spread of ordinary hours of duty on any one day or outside their spread of ordinary hours of duty is to be

paid for at the rate of time and one-half for the first 3 hours and double time for all time worked thereafter.

- (c) Notwithstanding the provisions of clause 18(a) and (b), all authorised overtime worked on:
 - (i) a Saturday is to be paid at the rate of time and one-half for the first 3 hours and double time thereafter within a minimum payment as for 2 hours' work.
 - (ii) a Sunday is to be paid at the rate of double time with a minimum payment as for 2 hours' work.
- (d) The minimum payments prescribed in clauses 18(c)(i) and (ii) shall not apply where such overtime is performed immediately preceding and/or following ordinary hours.
- (e) A counsellor shall work reasonable overtime whenever necessary in the opinion of the chief executive but 24 hours' notice shall be given, where practicable, to a counsellor required to work overtime.

67. By deleting clause 19.1 and inserting the following in lieu thereof:

19.1 THSL and CTAT streams

- (a) Other than a casual or a temporary employee, a teacher, head of program, school leader, community teacher or assistant teacher shall receive paid leave over scheduled school vacations.
- (b) Part-time employment
 - (i) Payment for the summer vacation shall be made on the same basis as for full-time employees, but on a proportional basis.
 - (ii) Payment for other vacations shall be made at the employee's ordinary rate of pay.
- (c) Annual leave loading
 - (i) Where a full-time or part-time teacher, head of program, school leader, community teacher or assistant teacher has worked a full school year, four weeks' annual leave loading shall be paid in addition to the summer vacation pay.
 - (ii) Where a teacher, head of program, school leader, community teacher or assistant teacher has worked less than a full school year that teacher, head of program, school leader, community teacher or assistant teacher shall receive a proportional payment of the annual leave loading.
 - (iii) The rate of the annual leave loading will be 17.5% of the employee's current salary.
- (d) Temporary teachers, heads of program, school leaders, community teachers and assistant teachers
 - (i) Where a temporary teacher, head of program, school leader, community teacher or assistant teacher is employed across a school vacation or on either side of a school vacation they shall receive paid leave for the vacation period.
 - (ii) Access to annual leave is determined by the proportion of the year worked by the temporary teacher, head of program, school leader, community teacher or assistant teacher.
 - (iii) A temporary teacher shall be entitled to a *pro rata* leave payment (up to 20 days) during the summer vacation period provided that the teacher has worked a minimum of 100 days

during the previous calendar year (equivalent to two terms) with at least 10 of these days being worked in Term 4 of the school year.

- (iv) The *pro rata* leave payment entitlement is not affected by the proportion of paid leave received by the teacher, head of program, school leader, community teacher or assistant teacher over any other school vacation period within the calendar year.
- (v) A temporary teacher engaged by week 3 of the school year who is engaged for the full school year and then re-engaged by week 3 of the following school year shall be entitled to full payment for the summer vacation period.
- (e) Unless another form of paid leave is approved, leave taken by teachers, heads of program, school leaders, community teachers and assistant teachers during school semesters will be unpaid leave.

68. By deleting the Note under clause 20.1 and inserting the following in lieu thereof:

Note: Where a directive about sick leave or bereavement leave covers an employee, the provisions of the relevant directive apply to the employee to the extent it provides a more generous entitlement.

69. By deleting clause 21 and inserting the following in lieu thereof:

21. Parental leave

- (a) Parental leave is provided for in Division 5 of the QES and covers:
 - (i) birth-related leave for an employee who is pregnant or whose spouse gives birth;
 - (ii) adoption leave; and
 - (iii) surrogacy leave.
- (b) Notwithstanding the provisions of Subdivision 2 of Division 5 of the QES, all full-time and part-time employees are entitled to parental leave upon commencement of employment.
- (c)
 - (i) An employee who is pregnant, whether or not she has given her employer written notice of the date/s on which she proposes to start and/or end maternity leave, must:
 - (A) commence maternity leave at least 6 weeks prior to the expected date of birth of her child; and
 - (B) remain on maternity leave until at least 6 weeks after the birth of the child.
 - (ii) An employer may at the request of the employee and on receipt of a certificate from a medical practitioner certifying that in the opinion of the medical practitioner:
 - (A) the employee is fit for duty until a specified date - reduce the period mentioned in clause 21(c)(i)(A); or
 - (B) the employee is fit to resume duty - reduce the period mentioned in clause 21(c)(i)(B).
 - (iii) If the employer makes a decision under clause 21(c)(ii)(A) to reduce the period, the approval is of effect until:
 - (A) the day specified in the medical certificate; or

- (B) the day 14 days after the day the employer revokes the decision by giving written notice to the employee; or
 - (C) the employee commences maternity leave; or
 - (D) the day of the employee's confinement,
- whichever happens first.

- (d) An employee who is pregnant, during the term of her pregnancy until 6 weeks before the expected date of birth of her child or lesser period as approved by DET, may request to work part-time or other flexible work arrangements.
- (e) An employee who has taken leave to attend compulsory interviews or examinations as part of an adoption process or who has taken leave to attend compulsory interviews or court hearings associated with a surrogacy arrangement may request that such leave be taken as paid annual leave.
- (f) In addition to the provisions of Subdivision 6 of Division 5 of the QES an employee who has returned to work on a part-time basis may seek to return to the position they held prior to commencing parental leave.
- (g) If the position mentioned in clause 21(f) no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position that is, as nearly as possible, comparable in status and remuneration to that of the employee's former position.
- (h) DET must make a position to which the employee is entitled available to the employee.
- (i)
 - (i) An employee who is the parent of a child may apply, at any time, to their employer to work on a part-time basis in order to be the child's primary caregiver when not at work.
 - (ii) The requirements concerning the manner in which the employee may make an application to work part-time under clause 21(i)(i) are the same as those contained in the QES with respect to applications to return to work on a part-time basis for an employee on parental leave (i.e. s 71 GT).
 - (iii) The period in relation to which an application under clause 21(i) may be made cannot extend beyond the day the child is required to be enrolled for compulsory schooling under the *Education (General Provisions) Act 2006*.
 - (iv) The requirements concerning the manner by which the employer is to assess any application by an employee to work part-time are the same as those contained in the QES with respect to assessing applications to return to work on a part-time basis for an employee on parental leave (i.e. s 71GU).

Note: Where a directive about paid parental leave covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.

70. By deleting clause 23 and inserting the following in lieu thereof:

23. Public holidays

Public holidays are provided for in Division 7 of the QES. Clauses 23.1 to 23.3 supplement the QES provisions.

23.1 Payment for public holidays and for work on a public holiday

- (a) An employee (other than a casual employee) who would normally work on a day on which a public holiday falls and who:
 - (i) is not required to work on that day, shall be paid for the ordinary hours the employee would normally have worked if that day had not been a public holiday;
 - (ii) is required to work on the public holiday shall, in addition to the payment prescribed in clause 23.1(a)(i), be paid at the rate of time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (b) A counsellor (including a casual) who would normally work on a day on which a public holiday falls and who performs authorised overtime outside the employee's ordinary working hours for that day shall be paid for such time at double the overtime rate prescribed in clause 18.
- (c) An employee (including a casual employee) who would not normally be required to work on a public holiday but who is required to work on that day shall be paid at the rate of double time and one-half for any hours worked, with a minimum payment as for 4 hours' work for the day.
- (d) The minimum payment provided in clauses 23.1(a) or (c) shall not apply where the work performed on the public holiday is immediately preceding or following ordinary hours.

23.2 Equivalent time off

- (a) Subject to clause 23.1, 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.
- (b) Where an employee elects to take equivalent time off such employee shall in addition be paid at half the ordinary rate with a minimum as for 4 hours' work.

23.3 Part-time employment - THSL and CTAT streams

A part-time teacher, head of program, school leader, community teacher or assistant teacher who usually works on a day of the week on which a public holiday falls shall be paid for the time which would otherwise have been worked on that day.

71. By deleting the introductory sentence in clause 25 and inserting the following in lieu thereof:

Eligible employees when appointed or when transferred from one centre to another may be paid for expenses incurred, including:

72. By deleting clause 26 and inserting the following in lieu thereof:

26. Transfer of employees - CEC stream

A counsellor who has served for 3 years or more continuously in an office or offices in an isolated location shall be transferred, without detriment, to some other position in a more favourable locality as soon as opportunity offers.

73. By deleting clause 27 and inserting the following in lieu thereof:

27. Travelling and relieving expenses

An employee who is required to:

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

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

Note: Where a directive about travel and relieving expenses covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.

74. By deleting clause 29.4(b) and inserting the following in lieu thereof:

- (b) An assistant teacher who is accepted into a course of study to up-grade the assistant teacher's qualifications to community teacher status will receive assistance in accordance with SARAS.

75. By deleting clause 30 and inserting the following in lieu thereof:

30. Professional development and training - CEC stream

- (a) The parties to this Award recognise that in order to increase efficiency and productivity in the workplace a greater commitment to learning and development is required.
- (b) Accordingly, the parties commit themselves to developing a more highly skilled and flexible workforce and providing counsellors with career opportunities through appropriate training to acquire additional skills and knowledge for performance of their duties.
- (c) Within DET, a consultative mechanism and procedures involving representatives of management, counsellors and unions shall be established as determined by the chief executive, having regard to the size, structure and needs of DET.
- (d) Following consultation, the chief executive shall develop a learning and development strategy consistent with:
 - (i) the current and future needs of DET;
 - (ii) the size, structure and nature of the operations of DET;
 - (iii) the need to develop vocational skills relevant to DET through courses conducted wherever possible by accredited educational institutions and providers.
- (e) Learning and development may be both on-the-job or off-the-job and either internal or external to the organisation.
- (f) Learning and development provided should assist counsellors in obtaining accredited competencies, knowledge and skills.
- (g) All such learning and development should be directed at enabling counsellors to enhance skills relevant to duties to be performed. Counsellors will be expected to attend scheduled learning and development activities.

76. By deleting clauses 33(d) and (e) and inserting the following in lieu thereof:

- (d) Upon request and subject to approval by the chief executive, employees may be granted paid time off in special circumstances to attend management committee meetings, union conferences, and Australian Council of Trade Unions (ACTU) Congress.

- (e) The granting of industrial relations education leave or any additional special leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the work unit concerned. At the same time, such leave shall not be unreasonably refused.

77. By deleting Schedule 1 and inserting the following in lieu thereof:

Schedule 1 - Classification Descriptors

THSL stream

Three year trained teacher means a person appointed as a teacher who holds an approved three year full-time equivalent degree from a recognised tertiary education institution or such other qualifications as may be recognised by DET for this purpose. Types of teachers may include a classroom teacher, instrumental music teacher/instructor, specialist teacher, advisory visiting teacher, teacher-librarian, teachers seconded for special duties to another part of DET or related statutory authorities, and teachers seconded as Education Officer (Special Duties).

Four year trained teacher means a person appointed as a teacher who holds:

- an approved four year full-time equivalent degree from a recognised tertiary education institution that includes at least one year of teacher education; or
- an approved three year full-time equivalent tertiary qualification plus:
 - at least one year of teacher education; or
 - such other qualifications recognised by DET as equivalent to one year of teacher education.

Types of teachers may include a classroom teacher, instrumental music teacher/instructor, specialist teacher, advisory visiting teacher, teacher-librarian, teachers seconded for special duties to another part of DET or related statutory authorities, and teachers seconded as Education Officer (Special Duties).

Head of Program means the positions of Head of Curriculum, Head of Department, Head of Special Education Services, Senior Guidance Officer, Guidance Officer and literacy and/or numeracy coach or as otherwise determined by agreement between the parties.

School Leader means the positions of Deputy Principal, Principal or Executive Principal.

CTAT stream

Community teacher A means any person who has completed an associate diploma course approved by the Director-General of DET as an appropriate minimum qualification for employment as a community teacher A in Aboriginal and Torres Strait Islander Community Schools; or a course considered to be equivalent by the Director-General of DET.

Community teacher B means any person who has completed a certificate course approved by the Director-General of DET as an appropriate minimum qualification for employment as a community teacher B in Aboriginal and Torres Strait Islander Community Schools; or a course considered to be equivalent by the Director-General of DET.

Assistant teacher means any person employed in an Aboriginal and Torres Strait Islander Community School to assist registered teachers and/or community teachers in classroom and related duties.

CEC stream

The CEC stream comprises of community education counsellors employed by DET.

78. By deleting the heading of Schedule 3, as well as the introductory paragraph, and inserting the following in lieu thereof and updating the heading of Schedule 3 in the Table of Contents:

Schedule 3 - Specified Schools Serving Aboriginal and Torres Strait Islander Communities

The schools serving Aboriginal and Torres Strait Islander communities referred to in clause 13.9 of this Award, as those schools to which a Specified sites allowance shall be paid, are:

79. By deleting Schedule 4 and inserting the following in lieu thereof:

Schedule 4 - Directives Which Apply to Employees Covered by this Award

Directives referenced in the body of the Award and which apply by operation of the Directive itself

- Appeals
- Court attendance and jury service
- Domestic travelling and relieving expenses
- Early retirement, redundancy and retrenchment
- Higher duties
- Hours, overtime and excess travel
- Locality allowances
- Long service leave
- Motor vehicle allowances
- Paid parental leave
- Recognition of previous service and employment
- Sick leave
- Special leave
- Transfer and appointment expenses

Directives which apply as a term of this Award

The terms and conditions of employment of the directives specified below shall apply to assistant teachers employed in the CTAT stream of this Award until 26 February 2018.

- Domestic travelling and relieving expenses
- Transfer and appointment expenses

Dated: 5 December 2016

By the Commission,
M. Shelley,
Deputy Industrial Registrar.

Operative Date: 5 December 2016
Determination - Correction of error

Released: 5 December 2016