

**QUEENSLAND INDUSTRIAL RELATIONS COMMISSION**

*Industrial Relations Act 2016*

*Teaching in State Education Award – State 2016*

*Matter No. MA/2020/13*

**REPRINT OF AWARD UNDER SECTION 161**

**Certification of Reprint**

Following the Decision made by the Commission in an application to vary a modern award, the *Teaching in State Education Award – State 2016* is hereby reprinted, under s 161 of the *Industrial Relations Act 2016*.

I hereby certify that the Award contained herein is a true and correct copy of the *Teaching in State Education Award – State 2016* as at 2 September 2020.

**Name of modern award:** *Teaching in State Education Award – State 2016*

**Operative date of the modern award reprint:** 2 September 2020

**Operative date of modern award:** As per clause 2 of the modern award

By the Registrar

M. SHELLEY

9 September 2020

# TEACHING IN STATE EDUCATION AWARD – STATE 2016

## Table of Contents

	Page
<b>PART 1 - Title and Operation .....</b>	<b>4</b>
1. Title .....	4
2. Operation.....	4
3. Definitions and interpretation .....	4
4. Coverage .....	5
5. The Queensland Employment Standards and this Award.....	6
6. Enterprise flexibility and facilitative award provisions .....	6
<b>PART 2 - Dispute Resolution.....</b>	<b>8</b>
7. Dispute resolution .....	8
<b>PART 3 - Types of Employment, Consultation and Termination of Employment .....</b>	<b>10</b>
8. Types of employment.....	10
9. Termination of employment.....	16
10. Redundancy.....	17
11. Consultation - Introduction of changes .....	18
<b>PART 4 - Minimum Salary Levels, Allowances and Related Matters.....</b>	<b>19</b>
12. Classifications and minimum salary levels .....	19
13. Allowances.....	36
14. Superannuation.....	38
<b>PART 5 - Hours of Work and Related Matters .....</b>	<b>39</b>
15. Hours of duty .....	39
16. Meal breaks .....	45
17. Rest pauses.....	46
18. Overtime - CEC stream.....	46
<b>PART 6 - Leave of Absence and Public Holidays .....</b>	<b>48</b>
19. Annual leave .....	48
20. Personal leave .....	49
21. Parental leave .....	50
22. Long service leave .....	51
23. Public holidays.....	51
24. Jury service .....	52

<b>PART 7 - Transfers, Travelling and Working Away from Usual Place of Work.....</b>	<b>52</b>
25. Transfer and appointment expenses .....	52
26. Transfer of employees - CEC stream .....	53
27. Travelling and relieving expenses.....	53
28. Excess travelling time - CEC stream .....	53
<b>PART 8 - Training and Related Matters .....</b>	<b>53</b>
29. Professional development and training - THSL and CTAT streams.....	53
30. Professional development and training - CEC stream .....	54
<b>PART 9 - Union Related Matters .....</b>	<b>55</b>
31. Union encouragement .....	55
32. Union delegates.....	55
33. Industrial relations education leave.....	55
34. Right of entry .....	56
<b>Schedule 1 - Classification Descriptors .....</b>	<b>58</b>
THSL stream.....	58
CTAT stream .....	58
CEC stream.....	58
<b>Schedule 2 - Senior Teacher Undertaking.....</b>	<b>59</b>
<b>Schedule 3 - Specified Schools Serving Aboriginal and Torres Strait Islander Communities.</b>	<b>61</b>
<b>Schedule 4 - Directives Which Apply to Employees Covered by this Award.....</b>	<b>62</b>

## **PART 1 - Title and Operation**

### **1. Title**

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

### **2. Operation**

This Award, made on 26 February 2016, operates from:

- 1 June 2016 – for employees previously covered by the *Community Education Counsellors Award – State 2012*; and
- 5 October 2016 – for employees previously covered by the *Teachers Award – State 2012* or the *Community Teachers, Assistant Teachers – Aboriginal and Torres Strait Islander Community Schools Award – State 2012*.

### **3. Definitions and interpretation**

Unless the context otherwise requires, in this Award:

**Act** means the *Industrial Relations Act 2016*

**assistant teacher** means an assistant teacher as defined in Schedule 1

**CEC stream** means community education counsellors employed by DoE

**chief executive** means the Director General of the Department of Education, or such other person to whom the chief executive has delegated specific authorities

**classification level** comprises a minimum salary rate plus a range of increments through which employees will be eligible to progress

**Commission** means the Queensland Industrial Relations Commission

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

**counsellor** means a community education counsellor

**CTAT stream** means community teachers and assistant teachers employed by DoE

**DoE** means the Department of Education

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

**employee** means a person classified into one of the THSL, CTAT or CEC streams as described in Schedule 1

**externally assessed courses** means 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

**GO** means a guidance officer

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

**HOC** means head of curriculum

**HOD** means head of department

**HOSES** means head of special education services

**increment** means for all employees an increase in salary from one paypoint to the next highest paypoint within a classification level

**intern** means a pre-service teacher engaged in a formal program agreed between DoE, the Queensland Teachers' Union and a university, other than their minimum period of practicum

**internally assessed** courses means courses where some assessment for the purposes of credit towards certification or for certifying a student's achievement is carried out within the centre or college

**paypoint** means the specific rate of remuneration payable to employees within a classification level

**public holiday** has the same meaning as that provided in Schedule 5 of the Act

**QES** means the Queensland Employment Standards contained in Part 3 of Chapter 2 of the Act

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

**SGO** means a senior guidance officer

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

**state educational institution** means a state educational institution (including schools) as defined in the *Education (General Provisions) Act 2006*

**supply teacher** means a teacher employed on a casual basis in accordance with clause 8.3.1

**THSL stream** means teachers, heads of program and school leaders stream in accordance with clause S1.1 of Schedule 1

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

**temporary employee** means an employee appointed pursuant to section 148 of the *Public Service Act 2008*

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

## 4. Coverage

**4.1** This Award applies to:

- (a) employees employed pursuant to sections 119 or 148 of the *Public Service Act 2008* whose salaries or rates of pay are fixed by this Award; and
- (b) the chief executive of DoE in their capacity as the employer of employees covered by this Award; and
- (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.

#### **4.2 Directives which apply to employees covered by this Award**

In addition to conditions of employment provided in this Award, Schedule 4 records those directives about specified matters which apply to employees covered by this Award.

#### **4.3 Existing conditions of employment**

- (a) The making of this Award is not intended to increase or decrease entitlements or terms and conditions of employment as they existed immediately prior to the commencement of this Award by reason only of the coming into force of this Award.
- (b) As such, no employee is to suffer any loss or diminution of entitlements or terms of conditions of employment enjoyed immediately prior to the commencing of this Award.
- (c) Existing customs and practice will continue unless specifically amended by the terms of this Award.
- (d) Where the making of this Award creates any unintended consequence for DoE or an employee, the *status quo* as it existed prior to the commencing of this Award shall apply.

### **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. Enterprise flexibility and facilitative award provisions**

#### **6.1 Enterprise flexibility**

- (a) As part of a process of improvement in productivity and efficiency, discussion should take place at an enterprise level 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.
- (b) The consultative processes established in an enterprise in accordance with clause 6.1 may provide an appropriate mechanism for consideration of matters relevant to clause 6.1(a). Union delegates at the place of work may be involved in such discussions.
- (c) Any proposed genuine agreement reached between DoE and employees in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 4 of the Act and is to have no force or effect until approval is given.

#### **6.2 Consultative mechanisms and procedures in the workplace - THSL and CTAT streams**

- (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.
- (b) The parties are prepared to discuss any matters related to these objectives provided:

- (i) no teacher, head of program, school leader, community teacher or assistant teacher should lose any existing entitlement to earnings, award or over-award, for working ordinary hours of work as a result of any Award changes;
  - (ii) any award or non-award matters can be raised for discussion;
  - (iii) proposals for change will be considered jointly; and
  - (iv) any agreement/s relating to award provisions is subject to approval by the Commission.
- (c) Amendments to the Award
- (i) Subject to the conditions in clause 6.2(c)(iii), 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.
  - (ii) Amendments to existing custom and practice may also be the subject of a trial.
  - (iii) Trials of amendments to this Award or to existing custom and practice will occur subject to the following conditions:
    - (A) the terms and scope of the trial will be the subject of agreement between the parties to this Award;
    - (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.
- (d) Consultative mechanisms
- Consultation arrangements will be consistent with the following broad principles to ensure effectiveness and equity:
- (i) Consultative mechanisms should ensure that, in addition to the parties to this Award, there is teacher, head of program, school leader, community teacher or assistant teacher 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).
  - (ii) Appropriate processes should be in place to consult teachers, heads of program, school leaders, community teachers or assistant teachers who are affected by proposed productivity measures;
  - (iii) Consultative arrangements should encompass all work areas in DoE;
  - (iv) The composition of consultative forums should take account of representation of the target groups identified in the *Public Service Act 2008*; and
  - (v) 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.
- (e) Local Consultative Committee
- (i) A LCC is a representative group of management and union nominees which is established to provide a forum for discussion of work related issues.

- (ii) A LCC will be used as the mechanism at the school level through which major changes are facilitated.
- (iii) The LCC plays a deliberative role in the consideration of workplace reform initiatives.
- (iv) Membership of LCCs will comprise equal representation of management and union nominees. The size of the committees is not prescribed but will usually be eight, that is four union and four management representatives providing that two union representatives be QTU members.
- (v) Decisions of the LCC are to be made by consensus wherever possible.

### **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.

## **PART 2 - Dispute Resolution**

### **7. Dispute resolution**

#### **7.1 Prevention and settlement of disputes - Award matters**

- (a) The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Award by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (b) 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.

- (c) There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- (d) In the event of any disagreement between the parties as to the interpretation or implementation of this Award, the following procedures shall apply:
  - (i) the matter is to be discussed by the employee/s union representative and/or the employee/s concerned (where appropriate) and the Principal, person in charge of the centre or immediate supervisor (as relevant) in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
  - (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 DoE (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;
  - (iii) if the matter remains unresolved it may be referred to the chief executive for discussion and appropriate action. This process should not exceed 14 days;
  - (iv) if the matter is not resolved then it may be referred by either party to the Commission.
- (e) Nothing contained in this procedure shall prevent a union or DoE from intervening in respect of matters in dispute should such action be considered conducive to achieving resolution.

## **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.

## **PART 3 - Types of Employment, Consultation and Termination of Employment**

### **8. Types of employment**

- (a) An employee may be employed on a full-time, part-time or casual basis.
- (b) Temporary employment - A full-time or part-time employee may be employed for a specified period of time or for a specified task or tasks. Such employee/s shall be entitled to the same provisions as a full-time or part-time employee as the case may be, excluding the provisions of clause 9.

#### **8.1 Full-time employment**

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

#### **8.2 Part-time employment**

A part-time employee receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time employee who performs the same kind of work.

##### **8.2.1 THSL and CTAT streams**

- (a) A part-time teacher, head of program, school leader, community teacher or assistant teacher means an employee other than a casual 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, head of program, school leader, community teacher or assistant teacher will be in the range equivalent to 0.2 to 0.9 of full-time employment.
- (c) In extenuating circumstances, where isolation or special requirements are factors present in the staffing of schools, the minimum fraction may be 0.1 of full-time employment.
- (d) Employment pattern
- (i) The employment pattern of a teacher, head of program, school leader, community teacher or assistant teacher will be such that their fraction of full-time employment will be worked over the fortnight corresponding with a pay period. Where a secondary school operates a cyclical timetable, the fraction of full-time employment may be averaged over a period of two cycles.
- (ii) Employment within that pattern in terms of any one day will be either for one-half day or a full day.
- (iii) The teacher, head of program, school leader, community teacher or assistant teacher in conjunction with their supervisor will determine the regular hours and days of work on an annual basis in accordance with the fraction of full-time employment and the school's timetabling processes.
- (iv) Any amendment to the regular pattern of work will be by mutual agreement.
- (e) Access to full-time status
- (i) Teachers, heads of program, school leaders, community teachers or assistant teachers employed in a part-time capacity **prior to 5 July 1994**
- (A) Teachers, heads of program, school leaders, community teachers or assistant teachers employed part-time who were formerly employed full-time are guaranteed return to full-time status at the earliest available opportunity or at the latest from the commencement of the next school year, provided that application is made by the closing date for the normal transfer cycle.
- (B) Discretion may be exercised to waive the notice requirement stated in clause 8.2.1(e)(i)(A) in emergent or compassionate circumstances.
- (ii) Teachers, heads of program, school leaders, community teachers or assistant teachers employed in a part-time capacity **after 5 July 1994**
- (A) Eligibility
- This clause applies to teachers, heads of program, school leaders, community teachers or assistant teachers who are:
- employed part-time after 5 July 1994 who had previously been employed full-time; or
  - currently employed part-time who were not employed full-time immediately prior to their current appointment; or
  - newly appointed part-time who were not employed full-time immediately prior to their current appointment.

- (B) Eligible teachers, heads of program, school leaders, community teachers and assistant teachers may upon application and submission of a preference list be appointed to a full-time position. Full-time appointment will occur at the earliest available opportunity, or at the latest from the commencement of the next school year, provided that the application is made by the closing date for the normal transfer cycle and is subject to available vacancies.
- (C) The order of preference for appointment to available vacancies will be as follows:
- persons who are employed part-time after 5 July 1994 who had previously been employed full-time will be considered simultaneously with those persons currently employed full-time seeking transfer;
- [Note: 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 status by the commencement of the next school year, other than in exceptional circumstances];
- persons currently employed part-time who were not employed full-time immediately prior to their current appointment;
  - persons newly appointed part-time who were not employed full-time immediately prior to their current appointment.
- (D) Where, at the time of application, no vacancy for a full-time position is available within an employee's preference list, the employee may either accept appointment at another school or remain at the employee's current school and fraction of full-time employment until a suitable vacancy becomes available.
- (E) Discretion may be exercised to waive the notice requirement stated above in emergent or compassionate circumstances.

(f) Involuntary return to full-time status

- (i) In relation to those teachers, heads of program, school leaders, community teachers or assistant teachers who were employed full-time before undertaking part-time employment, the parties acknowledge that circumstances as agreed from time to time will arise where continuation of a teacher, head of program, school leader, community teacher or assistant teacher on part-time basis will present difficulties for efficient staffing.
- (ii) Where such circumstances are considered to exist, DoE will approach the teacher, head of program, school leader, community teacher or assistant teacher to negotiate a return to full-time status.

**8.2.2 CEC stream**

- (a) The chief executive shall, in consultation with a counsellor, determine the minimum number of consecutive hours that the counsellor may work or determine a regular pattern for the hours to be worked.
- (b) The spread of ordinary hours is the same as that prescribed for a full-time counsellor as prescribed in clause 15.6 of this Award.
- (c) By mutual agreement with DoE, a part-time counsellor may elect to work additional ordinary hours above their regular hours, up to and including 0.9 of a fraction of full-time employment. The additional hours so worked are also to be taken into account in the *pro rata* calculation of all entitlements.

- (d) Any additional authorised hours worked above a part-time counsellor's regular hours and up to 7.25 hours and within the spread of ordinary hours on any one day shall be paid for at the ordinary hourly rate.
- (e) Any additional authorised hours worked above a part-time counsellor's regular hours, between 7.25 hours and 9.5 hours and within the spread of ordinary hours on any one day, shall be credited as accrued time at the rate of time for time.
- (f) Any additional authorised hours worked:
  - (i) above a part-time counsellor's regular hours and in excess of 9.5 hours within the spread of ordinary hours on any one day; or
  - (ii) outside the spread of ordinary hours on any one day;shall be paid at the appropriate overtime rate prescribed in clause 18.
- (g) Where any such additional authorised hours are performed on a day not ordinarily worked by the part-time counsellor as part of their regular work pattern:
  - (i) such additional ordinary hours, within the spread of hours and to a total of 7.25 ordinary working hours per day, shall be paid for at the ordinary hourly rate which shall be taken into account in the *pro rata* calculation of all entitlements **or**, at the election of the employee, be credited as accrued time; and
  - (ii) such additional ordinary hours worked between 7.25 hours and 9.5 hours and within the spread of ordinary hours on any one day shall be credited as accrued time.
- (h) A part-time counsellor may be appointed to more than one position in the public sector provided that the maximum number of ordinary hours for which they are employed shall not exceed 72.5 hours per fortnight.
- (i) A part-time counsellor may be engaged for between 0.1 and 0.9 of full-time employment.

### **8.3 Casual employment**

Clause 8.3 does not apply to the CTAT stream.

#### **8.3.1 THSL stream**

- (a) A supply 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 five continuous days in one vacancy or to fill incidental teacher vacancies as they arise at a school.
- (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.
- (e) A supply teacher will not be required to attend to after school bus duty.

- (f) Where a supply teacher is engaged across the lunch break and is used for lunchtime playground duty, provision will be made to ensure that the teacher has access to a reasonable break during the lunch period.
- (g) 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.

### **8.3.2 CEC stream**

- (a) A casual counsellor means an employee other than a part-time counsellor who is engaged as a casual on an hourly basis to work for less than the ordinary working hours of full-time employment.
- (b) The engagement of casual counsellors shall not be utilised by the chief executive to permanently fill any full-time position.
- (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.
- (d) In addition to the provisions of clause 8.3.2(c), a casual counsellor is also entitled to payment of any applicable award allowances (excluding locality allowance) based *pro rata* on the number of hours worked in relation to the ordinary hours of the award classification.
- (e) A casual counsellor is entitled to increments in accordance with clause 12.11.

### **8.4 Temporary 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 five days. The maximum engagement should be no more than one school year.
- (b) A teacher may be engaged in a temporary capacity provided that they have at least provisional registration with the Queensland College of Teachers.
- (c) Apart from probationary employment, a teacher who maintains provisional registration may only be engaged in a temporary capacity.

### **8.5 Recognition of previous service**

There may be recognition of previous service subject to conditions.

*Note: Where a directive about recognition of previous service and employment covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

### **8.6 Probationary employment**

#### **8.6.1 THSL and CTAT streams**

- (a) Teachers, newly appointed heads of program and school leaders, community teachers and assistant teachers commencing employment will, subject to clauses 8.6.1(b), (c) and (g), serve a probationary period of 8 months from commencement.

- (b) Heads of programs and school leaders who have already served a probationary period in Queensland state schools (i.e. those on promotion) will not be subject to a further probationary period.
- (c) Upon application, the 8 month probationary period may be shortened at the discretion of the Assistant Director General - Human Resources.
- (d) There will be a system of performance appraisals during the 8 month period incorporating an interim performance review at approximately 3 months by the principal/supervisor (or their delegate), and a formal performance report at approximately 6 months by the principal/supervisor (or their delegate) either confirming permanent appointment or recommending termination of employment. An appropriate course of action will be developed by the principal/supervisor in consultation with the teacher, head of program, school leader, community teacher or assistant teacher.
- (e) Copies of the probation reports are to be provided to the teacher, head of program, school leader, community teacher or assistant teacher and the relevant Regional Office of DoE.
- (f) Performance reports by the principal/supervisor (or their delegate) recommending termination of employment will be reviewed by an advisory board established for that purpose.
- (g) An extension of probation may be granted in exceptional circumstances. Examples include illness, other acceptable absences, or other exceptional circumstances approved by the Executive Director - Human Resources.

#### **8.6.2 CEC stream**

- (a) Except where DoE and a counsellor agree to a different period or no period of probation prior to commencement of employment, the engagement of a full-time or part-time counsellor will in the first instance be subject to a probationary period of 3 months duration. If a period of probation of longer than 3 months is agreed, it must:
  - (i) be agreed in writing; and
  - (ii) be a reasonable period having regard to the nature and circumstances of the employment.
- (b) DoE may terminate the employment of a counsellor who is on probation at any time during the probationary period.
- (c) Where a counsellor's service is considered satisfactory or where a counsellor's service exceeds the designated probationary period or agreed extension the counsellor's appointment will be deemed to be confirmed.

#### **8.7 Equal employment opportunity**

- (a) This Award will achieve the principal objects specified in sections 4(i), (j) and (p) 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.
- (b) In addition, nothing in this Award is to be taken to allow any conduct or treatment, either direct or indirect, which would:
  - (i) contravene the *Anti-Discrimination Act 1991*; or
  - (ii) discriminate on the basis of family responsibilities.

- (c) 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.

## **8.8 Anti-discrimination**

- (a) In fulfilling their obligations under this Award, the parties must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects. Discrimination includes:
  - (i) discrimination on the basis of sex, relationship status, family responsibilities, pregnancy, parental status, breastfeeding, age, race, impairment, religious belief or religious activity, political belief or activity, trade union activity, lawful sexual activity, gender identity, sexuality and association with, or in relation to, a person identified on the basis of any of the above attributes;
  - (ii) sexual harassment; and
  - (iii) racial and religious vilification.
- (b) Nothing in clause 8.8 is to be taken to affect:
  - (i) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
  - (ii) an employee, DoE or registered organisation, pursuing matters of discrimination, including by application to the Australian Human Rights Commission/Anti-Discrimination Commission Queensland.

## **9. Termination of employment**

### **9.1 Notice of termination by DoE**

Notice of termination by DoE is provided for in Division 13 of the QES. Clauses 9.2 to 9.5 supplement the QES provisions.

### **9.2 Notice of termination by an employee**

- (a) Unless otherwise agreed between DoE and an employee the notice of termination required by an employee, other than a casual employee, will be two weeks or two weeks' salary forfeited in lieu.
- (b) If an employee fails to give the required notice DoE 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.

### **9.3 Notice cannot be offset - CEC stream**

In the absence of mutual agreement between DoE and a counsellor, annual leave or any part thereof cannot be considered as or nominated as notice for the purpose of giving notice of termination of employment.

### **9.4 Job search entitlement**

Where DoE 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 DoE.



## **9.5 Statement of employment**

DoE 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.

## **10. Redundancy**

### **10.1 Redundancy pay**

Redundancy pay is provided for in Division 13 of the QES. Clauses 10.2 to 10.7 supplement the QES provisions.

*Note: Where a directive about redundancy and retrenchment covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

### **10.2 Consultation before termination**

- (a) Where DoE 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, DoE 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 DoE 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.
- (c) For the purpose of the consultation DoE shall, as soon as practicable, provide in writing to the employee/s concerned and, where relevant, their union/s, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out.
- (d) Notwithstanding the provision of clause 10.2(c), DoE shall not be required to disclose confidential information, the disclosure of which would be adverse to DoE's interests.

### **10.3 Transfer to lower paid duties**

- (a) Where an employee is transferred to lower paid duties by reason of redundancy the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under the redundancy pay provisions of the QES.
- (b) DoE may, at DoE's option, make payment in lieu thereof of an amount equal to the difference between the former amounts DoE would have been liable to pay and the new lower amount DoE is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
  - (i) the ordinary working hours to be worked by the employee; and
  - (ii) the amounts payable to the employee for the hours including, for example, allowances, loadings and penalties; and
  - (iii) any other amounts payable under the employee's employment contract.

#### **10.4 Employee leaving during notice period**

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.

#### **10.5 Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment the employee must, at the request of DoE, 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.
- (c) Clause 10.5 applies instead of clause 9.4 in cases of redundancy.

#### **10.6 Alternative employment**

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

#### **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 DoE 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.

### **11. Consultation - Introduction of changes**

#### **11.1 DoE's duty to notify**

- (a) Where DoE decides to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, DoE shall notify the employees who may be affected by the proposed changes and, where relevant, their union/s.
- (b) 'Significant effects' includes termination of employment; major changes in the composition, operation or size of DoE's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.
- (c) Where the Award makes provision for alteration of any of the matters referred to in clauses 11.1(a) and (b) an alteration shall be deemed not to have significant effect.

#### **11.2 DoE's duty to consult over change**

- (a) DoE 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, DoE intends to carry out the dismissals) and ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 11.1.
- (c) For the purpose of such consultation DoE shall provide in writing to the employees concerned and, where relevant, their union/s, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees.
- (d) Notwithstanding the provision of clause 11.2(c) DoE shall not be required to disclose confidential information, the disclosure of which would be adverse to DoE's interests.

## **PART 4 - Minimum Salary Levels, Allowances and Related Matters**

### **12. Classifications and minimum salary levels**

#### **12.1 Classification structure**

Employees covered by this Award are to be classified into one of three streams as follows:

- (a) **THSL stream**

The THSL stream comprises teachers, heads of program and school leaders engaged by DoE.

- (b) **CTAT stream**

The CTAT stream comprises community teachers and assistant teachers engaged by DoE.

- (c) **CEC stream**

The CEC stream comprises community education counsellors engaged by DoE.

#### **12.2 Allocation to stream and classification levels**

Allocation of an employee to the relevant stream and to a classification level within such stream shall be in accordance with the classification descriptors recorded in Schedule 1.

#### **12.3 THSL Stream**

##### **12.3.1 Arrangements for executive principals**

- (a) The chief executive will not engage an executive principal in a school unless it has enrolments greater than 1600.
- (b) The employment conditions (including monetary and non-monetary incentives) for executive principals are contained within an instrument of appointment made under the provisions of the *Public Service Act 2008* that protects the tenure of the employee and affords them reversionary rights.

##### **12.3.2 Teachers**

- (a) Where DoE provides employment opportunities for high-calibre pre-service teachers to undertake school-based internships, interns will be appointed to the salary step of Band 1, Step 1.
- (b) A 3 year trained teacher will be appointed at Band 1 Step 1.
- (c) A 4 year trained teacher will be appointed at Band 2 Step 1.
- (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.

### **12.3.3 Deputy principals**

- (a) A deputy principal appointed to, or serving in, a secondary school will be remunerated in accordance with classification Band DSL3.
- (b) A deputy principal appointed to, or serving in, a position at a Band 9, 10 or 11 primary or special school will be remunerated in accordance with classification Band DSL2.
- (c) A deputy principal appointed to, or serving in, a school below Band 9 will be remunerated in accordance with classification Band DSL1.

### **12.3.4 Heads of program and school leaders - changing bands**

- (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.
- (b) A transfer to a lower band will only occur at the request of the employee or as a result of the relinquishment from position procedure or as a result of disciplinary action in accordance with the *Public Service Act 2008*.
- (c) In the case of an employee 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 salary of their substantive position. In circumstances where there are overlapping paypoints and where further progression is possible at the new salary band the employee 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 2008*.

### **12.3.5 HOSES and school leaders - re-evaluated positions**

- (a) Where a position is assigned to a lower salary band as a result of a review of an evaluation, the employee shall be required to submit an application for relocation or elect to continue as a HOSES or as the 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 relevant Regional Director of DoE.
- (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.

### **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 DoE 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 DoE of heads of program and school leaders and any other position to which this Award applies;
    - (D) to review guidelines used by DoE 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.

### **12.3.7 Education Officers (Special Duties)**

- (a) Teachers
  - (i) Teachers who are seconded as Education Officers (Special Duties) shall be entitled to an additional \$372.90 per fortnight which shall be treated as salary.
  - (ii) Such teachers will be entitled to progress from one salary step to the next in accordance with the provisions of clause 12.9.1(a).
  - (iii) Secondment as an Education Officer (Special Duties) will not alter the date at which a teacher is entitled to an annual increment.
- (b) Heads of program and school leaders
  - (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.
  - (ii) Such heads of program and school leaders will be entitled to progress from one salary step to the next at the higher salary band in accordance with the provisions of clause 12.9.3.
  - (iii) Secondment as an Education Officer (Special Duties) will not alter the date at which a head of program or school leader is entitled to an annual increment.

### **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.

### **12.5 CEC stream**

- (a) Community education counsellors not holding a diploma, advanced diploma or equivalent qualification, including those persons currently enrolled and pursuing such a qualification, shall be appointed to Level 1 Step 1 of the CEC stream. These employees will progress by annual increments, except in the case of a casual counsellor where a period of at least 12 months at a particular classification and paypoint, and 1,200 ordinary hours worked in such classification is required.
- (b) Community education counsellors holding a diploma, advanced diploma or equivalent qualification upon appointment or upon later completion of such a qualification shall be appointed to Level 2 Step 1 of the CEC stream. These employees will progress by annual increments, except in the case of a casual counsellor where a period of at least 12 months at a particular classification and paypoint, and 1,200 ordinary hours worked in such classification is required.

- (c) Community education counsellors holding a degree or equivalent qualification shall be appointed to Level 3 Step 1 of the CEC stream. These employees will progress by annual increments, except in the case of a casual counsellor where a period of at least 12 months at a particular classification and paypoint, and 1,200 ordinary hours worked in such classification is required.
- (d) Community education counsellors appointed to selected positions operating at a regional or statewide level shall be appointed to Level 4 Step 1 of the CEC stream. These employees will progress by annual increments, except in the case of a casual counsellor where a period of at least 12 months at a particular classification and paypoint, and 1,200 ordinary hours worked in such classification is required. Appointment to Level 4 shall be by way of successful application to specific vacant positions.

## 12.6 Minimum salary levels

### 12.6.1 THSL stream

#### (a) Teachers

The minimum salaries payable to teachers are prescribed in the table below:

2 and 3 year trained	4 year trained	Award Rate <sup>1</sup> Per Fortnight \$ <sup>2</sup>	Annual Salary <sup>3</sup> \$ <sup>2</sup>
<b>Band 1</b>			
Step 1		2,285	59,613
Step 2		2,347	61,231
Step 3		2,423	63,214
Step 4		2,504	65,327
<b>Band 2</b>			
Step 1	Step 1	2,572	67,101
Step 2	Step 2	2,709	70,675
Step 3	Step 3	2,844	74,197
Step 4	Step 4	2,981	77,771
Step 5	Step 5	3,120	81,398
<b>Band 3</b>			
Step 1	Step 1	3,235	84,398
Step 2	Step 2	3,350	87,398
Step 3	Step 3	3,464	90,372
Step 4	Step 4	3,587	93,581

*Notes:*

1. Includes the arbitrated wage adjustment payable under the 1 September 2020 Declaration of General Ruling.
2. Rounded to the nearest dollar.
3. Annual salaries (fortnightly rate x 26.089) are for reference purposes only.

(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	\$116.12 per hour
Externally Assessed Courses	\$100.50 per hour

- (ii) Guidance personnel employed on a casual basis shall be paid at the rate of \$76.42 per hour.
- (iii) A teacher-librarian employed on a casual basis shall be paid at the rate of \$76.42 per hour.

(c) **Senior teacher**

- (i) Access

(A) In the case of a permanent teacher, a senior teacher is a teacher who:

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
2. signs an undertaking in accordance with Schedule 2; and
3. is entitled, subject to clause 12.6.1(c)(vii), to the relevant salary/allowance prescribed in clause 12.6.1(c)(ii) for a senior teacher.

(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.

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

- (ii) Minimum salary/allowance

(A) The minimum salary of a 4 year trained senior teacher shall be \$3,744 per fortnight.

(B) A 3 year trained senior teacher shall receive an additional \$157.00 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.

- (iii) Process for determining eligibility for senior teacher

(A) DoE will initiate advice to the teacher via the principal regarding the teacher's eligibility to be a senior teacher, which will:

1. be in writing and identify the date of eligibility; and



2. be provided in a timely manner prior to the date of eligibility.

(B) A teacher will not be prejudiced by not having complied with clause 12.6.1(c)(iv) due to circumstances beyond the control of the employee.

(iv) Senior teacher undertaking

The teacher will sign an undertaking in accordance with Schedule 2 that states:

(A) the teacher will commit to teaching excellence and a leadership role amongst teachers by performing higher level duties that:

1. 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);
2. 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);
3. 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.

(B) The teacher will develop a draft personal action plan (see Schedule 2) 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.

(C) 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 process developed between QTU and DoE.

(v) Senior teachers

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 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.

(vi) Record keeping

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

(vii) Failed undertaking

- (A) If a senior teacher does not comply with the terms of the undertaking, the principal will outline the nature of the non-compliance to the teacher and 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 the principal will provide a written determination to the teacher outlining the teacher's non-compliance with the undertaking and the teacher will, for a period of 12 months from the date of the principal's written determination:
1. revert to the classification of Band 3 Step 4 in the case of the teacher receiving the salary prescribed in clause 12.6.1(c)(ii)(A); or
  2. no longer receive the allowance in the case of a teacher receiving the allowance prescribed in clause 12.6.1(c)(ii)(B).
- (B) After the 12 month period referred to above expires, the teacher is again eligible for access to the salary/allowance level of a senior teacher provided that the principal is satisfied that the second undertaking given will be honoured.
- (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.

(viii) Any senior teacher who is seconded to another role by DoE shall receive the appropriate secondment payments in addition to the relevant senior teacher salary/allowance.

**(d) Senior instrumental music teacher/instructor**

- (i) A senior instrumental music teacher/instructor is an instrumental music teacher/instructor who is an outstanding practitioner who consistently demonstrates a commitment to excellence in teaching and their own professional development and encourages and assists the development of advanced classroom skills among other instructors.
- (ii) The eligibility and conditions of a senior instrumental music teacher/instructor will be the same as those for a senior teacher prescribed in clause 12.6.1(c).

**(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 \$3,833 per fortnight.

**(f) Head of program (promotional positions)**

The minimum salaries payable to heads of program are prescribed in the table below:

<b>Heads of Program Stream 2</b>	<b>Award Rate<sup>1</sup> Per Fortnight \$<sup>2</sup></b>	<b>Annual Salary<sup>3</sup> \$<sup>2</sup></b>
<b>Band - ST2-1 (HOC)</b>		

<b>Heads of Program Stream 2</b>	<b>Award Rate<sup>1</sup> Per Fortnight \$<sup>2</sup></b>	<b>Annual Salary<sup>3</sup> \$<sup>2</sup></b>
Paypoint 1.1	4,050	105,660
Paypoint 1.2	4,151	108,295
Paypoint 1.3	4,239	110,591
<b>Band - ST2-2 (HOD/HOSES/GO)</b>		
Paypoint 2.1	4,050	105,660
Paypoint 2.2	4,239	110,591
Paypoint 2.3	4,449	116,070
<b>Band - ST 2-3 (HOSES/SGO)</b>		
Paypoint 3.1	4,249	110,852
Paypoint 3.2	4,438	115,783
Paypoint 3.3	4,668	121,783
<b>Band - ST2-4 (HOSES)</b>		
Paypoint 4.1	4,450	116,096
Paypoint 4.2	4,662	121,627
Paypoint 4.3	4,892	127,627

*Notes:*

1. Includes the arbitrated wage adjustment payable under the 1 September 2020 Declaration of General Ruling.
2. Rounded to the nearest dollar.
3. Annual salaries (fortnightly rate x 26.089) are for reference purposes only.

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

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

<b>School leader Stream 3</b>	<b>Award Rate<sup>1</sup> Per Fortnight \$<sup>2</sup></b>	<b>Annual Salary<sup>3</sup> \$<sup>2</sup></b>
<b>Band SL1</b>		
Paypoint 1.1	4,050	105,660
Paypoint 1.2	4,239	110,591
Paypoint 1.3	4,449	116,070
<b>Band DSL 1/SL2</b>		
Paypoint 2.1	4,249	110,852
Paypoint 2.2	4,438	115,783
Paypoint 2.3	4,668	121,783
<b>Band DSL 2</b>		
Paypoint 3.0	4,450	116,096
Paypoint 3.1	4,662	121,627
Paypoint 3.2	4,892	127,627
<b>Band DSL 3/SL3</b>		
Paypoint 3.1	4,450	116,096
Paypoint 3.2	4,662	121,627
Paypoint 3.3	4,892	127,627
<b>Band SL 4</b>		

School leader Stream 3	Award Rate <sup>1</sup> Per Fortnight \$ <sup>2</sup>	Annual Salary <sup>3</sup> \$ <sup>2</sup>
Paypoint 4.1	4,673	121,914
Paypoint 4.2	4,902	127,888
Paypoint 4.3	5,145	134,228
<b>Band SL 5</b>		
Paypoint 5.1	4,990	130,184
Paypoint 5.2	5,176	135,037
Paypoint 5.3	5,419	141,376
<b>Band SL 6</b>		
Paypoint 6.1	5,217	136,106
Paypoint 6.2	5,477	142,889
Paypoint 6.3	5,742	149,803
<b>Band SL 7</b>		
Paypoint 7.1	5,520	144,011
Paypoint 7.2	5,792	151,107
Paypoint 7.3	6,079	158,595

*Notes:*

1. Includes the arbitrated wage adjustment payable under the 1 September 2020 Declaration of General Ruling.
2. Rounded to the nearest dollar.
3. Annual salaries (fortnightly rate x 26.089) are for reference purposes only.

**(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 \$109.00 per fortnight.

(j) **Teachers in specified sites**

An additional \$36.70 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 DoE; 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 \$157.00 per fortnight, being equivalent to the 3 year trained senior teacher allowance recorded in clause 12.6.1(c)(ii)(B).

## 12.6.2 CTAT stream

- (a) The minimum salaries payable to community teachers and assistant teachers are prescribed in the table below:

<b>Community Teachers and Assistant Teachers stream</b>	<b>Award Rate<sup>1</sup> Per Fortnight \$<sup>2</sup></b>	<b>Annual Salary<sup>3</sup> \$<sup>2</sup></b>
<b>Community Teachers A and B</b>		
Step 1	1,993	51,995
Step 2	2,086	54,422
Step 3	2,179	56,848
Step 4	2,278	59,431
Step 5	2,376	61,987
Step 6	2,449	63,892
Step 7	2,523	65,823
<b>Assistant Teachers</b>		
Step 1	1,923	50,169
Step 2	1,966	51,291
Step 3	2,011	52,465
Step 4	2,052	53,535

*Notes:*

1. Includes the arbitrated wage adjustment payable under the 1 September 2020 Declaration of General Ruling.
2. Rounded to the nearest dollar.
3. Annual salaries (fortnightly rate x 26.089) are for reference purposes only.

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

An additional \$43.50 per fortnight (\$1,135 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 \$261.60 per fortnight (\$6,825 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 \$127.30 per fortnight (\$3,321 per annum).

**12.6.3 CEC stream**

## (a) The minimum salaries payable to counsellors are prescribed in the table below:

<b>Community Education Counsellors</b>	<b>Award Rate<sup>1</sup> Per Fortnight \$<sup>2</sup></b>	<b>Annual Salary<sup>3</sup> \$<sup>2</sup></b>
<b>Level CEC 1</b>		
Step 1	1,996	52,074
Step 2	2,077	54,187
Step 3	2,161	56,378
Step 4	2,220	57,918
Step 5	2,280	59,483
<b>Level CEC 2</b>		
Step 1	2,370	61,831
Step 2	2,450	63,918
Step 3	2,536	66,162
Step 4	2,620	68,353
Step 5	2,705	70,571
<b>Level CEC 3</b>		
Step 1	2,863	74,693
Step 2	2,943	76,780
Step 3	3,018	78,737
Step 4	3,096	80,772
<b>Level CEC 4</b>		
Step 1	3,315	86,485
Step 2	3,410	88,963
Step 3	3,504	91,416
Step 4	3,600	93,920

*Notes:*

1. Includes the arbitrated wage adjustment payable under the 1 September 2020 Declaration of General Ruling.
2. Rounded to the nearest dollar.
3. Annual salaries (fortnightly rate x 26.089) are for reference purposes only.

## (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.*

## **12.7 Incidental and peripheral tasks**

DoE may direct an employee to carry out duties that are within the particular employee's skill, competence and training provided:

- (a) the direction does not affect the employee's entitlement to higher or other duties allowances provided in this Award;
- (b) where the employee is directed to carry out such duties and use tools and equipment, the employee has been properly trained in the use of such tools and equipment (where relevant); and
- (c) all such directions are consistent with DoE's responsibilities to provide a safe and healthy working environment.

## **12.8 Recognition of prior learning**

- (a) A committee comprising representatives from DoE and TQ will be established for the purpose of determining an application for the recognition of prior learning by community education counsellors based upon an assessment of Aboriginal culture and environment and Torres Strait Islander culture and environment in accordance with the following criteria:
  - (i) knowledge of Aboriginal protocols and/or Torres Strait Islander protocols;
  - (ii) knowledge of Aboriginal cultures and/or Torres Strait Islander cultures;
  - (iii) knowledge of cultural awareness training techniques;
  - (iv) ability to communicate with Aboriginal and/or Torres Strait Islander young people and adults;
  - (v) implementation of culturally appropriate curriculum resources; and
  - (vi) knowledge of culturally appropriate educational counselling techniques.
- (b) The committee shall determine an appropriate salary step and level following an assessment of each case placed before it.

## **12.9 Movement between and within classification levels**

### **12.9.1 Teachers - general provisions**

- (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.
- (d) Once a teacher has reached Band 3 Step 4, the teacher will no longer progress through the salary scale except where a teacher accesses the senior teacher salary.

**12.9.2 Progression to attain 4 year trained status**

- (a) Progression after further tertiary study
  - (i) 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:

<b>Salary Step as 3 Year Trained Teacher</b>	<b>Salary Step as 4 Year Trained Teacher</b>
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

- (ii) The above arrangements will not alter the date at which a teacher progresses to the next salary step on the scale, which will remain the teacher's anniversary date.
- (b) Progression through further professional development
  - (i) Notwithstanding the provisions of clause 12.9.1(a)(ii), a 3 year trained teacher may apply for progression by annual increments through Band 3 subject to the following conditions:
    - (A) completion of at least 12 months' service on Band 2 Step 5;
    - (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
    - (C) provision of a statement outlining the knowledge and skills acquired through participation in professional development.



- (ii) Processes to facilitate progression
  - (A) Applications for progression will be made through the principal of the school to the relevant Regional Office of DoE.
  - (B) Applications will include:
    - 1. certification of participation in accredited professional development activities by activity providers; and
    - 2. a brief statement on a standard form, agreed between DoE and the union/s, outlining the additional knowledge and skills acquired and their application in the teacher's work.
- (iii) No teacher will be required to undergo classroom or other inspection for the purposes of certification.
- (iv) The relevant Regional Director will be responsible for certifying that the teacher has satisfied the eligibility criteria in clause 12.9.2(b)(ii)(B) above.
- (v) Where a review of the decision of the relevant Regional Director is necessary, the Assistant Director-General - Human Resources or nominee will carry out the review.
- (vi) A teacher will retain all rights under the Act, the *Public Service Act 2008* or the Regulations made under these Acts or any Acts or Regulations in substitution or amendment thereof to challenge any outcome under clause 12.9.2(b).
- (vii) Date that progression will take effect
  - (A) A 3 year trained teacher who is certified as satisfying the requirements in clause 12.9.2(b) will progress to the next salary step from the date of application provided that the teacher has completed 12 months' service on their current step.
  - (B) If a 3 year trained teacher certified as satisfying the requirements in clause 12.9.2(b) has not completed 12 months' service on their current salary step, the teacher will progress to the next step upon completion of that service.
  - (C) The 3 year trained teacher shall progress by annual increment to the maximum salary of Band 3, thereafter.

### **12.9.3 Head of program and school leader positions**

- (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.
- (c) Performance will be considered to be satisfactory unless an unsatisfactory appraisal of the employee is confirmed by the Board of Review.
- (d) Broad banding - HOSES and principals
  - (i) Broad banding of a HOSES's or principal's position will involve the grouping of adjacent bands in order that an employee appointed on merit or through relocation to a school of a

particular band may progress to a higher band in cases where that school has been re-evaluated to the next band.

- (ii) However, it will not be possible for a principal to broad band into an executive principal position.
- (iii) A principal or HOSES 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.
- (iv) A principal or HOSES for whom such progression occurs will be eligible for relocation and application for merit selection as if the progression constituted a new appointment.

#### **12.9.4 Community teachers and assistant teachers transitioning to THSL stream**

##### **(a) Community teachers**

- (i) Upon completion of a course of study qualifying a person as a registered teacher, a community teacher A or B will transfer to a salary step under the THSL stream.
- (ii) For the purpose of determining the appropriate Band and Step under the THSL stream, each completed year of service as a community teacher A or B will be considered equivalent to a completed year of service as a registered teacher.

##### **(b) Assistant teacher**

- (i) Upon completion of a course of study qualifying an employee as a registered teacher, an assistant teacher will transfer to a salary step under the THSL stream.
- (ii) For the purpose of determining the appropriate Band and Step under the THSL stream, each two completed years of service as an assistant teacher will be considered equivalent to one completed year of service as a registered teacher.

#### **12.9.5 Part-time teachers**

Classification increments of salary will become due when the part-time teacher, head of program, school leader has completed one year service.

#### **12.10 CTAT stream**

##### **12.10.1 Progression**

- (a) Except as otherwise provided by this Award, a community teacher shall progress from one salary step to a higher step by annual increment.
- (b) Except as otherwise provided by this Award, an assistant teacher shall progress from one salary step to a higher salary step by annual increment.
- (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.
- (d) A classification increment will become due when a part-time community teacher or assistant teacher has completed the equivalent of one year of full-time service.

**12.10.2 Transition from assistant teacher to community teacher**

- (a) Upon completion of a course of study qualifying an employee as a community teacher A or B, an assistant teacher will transfer to a salary step in the scale of salaries applicable to community teachers A and B, determined as follows:

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

**12.11 CEC stream**

- (a) Community education counsellors with a degree qualification who have progressed to Level 3 Step 4 may apply for entry into Level 4 by way of successful application to specific vacant positions.
- (b) Community education counsellors who are pursuing a degree qualification and have completed the equivalent of one year of a degree will progress to Level 2 Step 1 and progress by annual increments through Level 2. Upon completion of the degree, community education counsellors shall progress to Level 3 Step 1 and progress by annual increments thereafter.
- (c) Except in the case of a promotion, an increase is not to be made to the salary of a casual counsellor with 12 months' **continuous service** with DoE until the counsellor:
- (i) has received a salary at a particular classification and paypoint for a period of at least 12 months; and
  - (ii) has worked 1,200 ordinary hours in such classification; or
  - (iii) has met the qualification criteria above in clause 12.5.
- (d) For the purpose of this clause, **continuous service** for a casual counsellor ends if the employment is broken by more than three months between the end of one employment contract and the start of the next employment contract. Absences from work on public holidays do not break, or contribute to a break, in the continuity of service.
- (e) Notwithstanding anything contained elsewhere in this Award, progression to the next salary increment level is subject to the conduct, diligence, efficiency and achievement of performance objectives (where relevant) of the counsellor being certified by the chief executive as satisfactory.
- (f) If any increment prescribed in this Award is temporarily withheld from a counsellor or there is a refusal to grant an increment the counsellor may pursue the issue, if they so choose, in accordance with clause 7.2.

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

### 13. Allowances

#### 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:

Division and District	Per week \$
Northern Division, Eastern District	1.05
Northern Division, Western District	3.25
Mackay Division	0.90
Southern Division, Western District	1.05

- (b) Divisions:

- (i) Northern Division - That portion of the State along or north of a line commencing at the junction of the sea coast with the 21st parallel of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due south to 22 degrees 30 minutes of south latitude; then from that latitude due west to the western border of the State.
- (ii) Mackay Division - That portion of the State within the following boundaries: Commencing at the junction of the sea-coast with the 21st parallel of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due south to 22 degrees of south latitude; then from that latitude due east to the sea coast; then from the sea-coast northerly to the point of commencement.
- (iii) Southern Division - That portion of the State not included in the Northern or Mackay Divisions.

- (c) Districts:

- (i) Northern Division:

Eastern District - That portion of the Northern Division along or east of 144 degrees 30 minutes of east longitude.

Western District - The remainder of the Northern Division.

- (ii) Southern Division:

Eastern District - That portion of the Southern Division along or east of a line commencing at the junction of the southern border of the State with 150 degrees of east longitude; then from that longitude due north to 25 degrees of south latitude; then from that latitude due west to 147 degrees of east longitude; then from that longitude due north to the southern boundary of the Mackay Division.

Western District - The remainder of the Southern Division.

#### 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)	27.60
Completion of 2nd Course (2 semesters duration)	55.10
Completion of 3rd Course (1 semester duration)	82.60

### 13.3 Locality allowance - THSL and CEC streams

Locality allowance is paid to teachers, heads of program, school leaders and counsellors who are appointed to work at named centres.

*Note: Where a directive about locality allowance covers an employee, the provisions of the directive apply to the employee.*

### 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) \$27.60 per fortnight where the teacher concerned is responsible for themselves and two or more teachers in the subject area; or
- (b) \$19.50 per fortnight where the teacher concerned is responsible for themselves and one other teacher in the subject area.

### 13.5 Motor vehicle allowance

- (a) Subject to clause 13.5(c), where DoE 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 - \$0.80 per kilometre; and
  - (ii) motorcycle - \$0.27 per kilometre.
- (b) DoE may require an employee to record full details of all such official travel requirements in a log book.
- (c) The provisions of clause 13.5 do not apply to a teacher whose terms of engagement require them to use their own vehicle to attend a circuit of schools and drive additional kilometres beyond the distance between home and their base school and return.

*Note: Where a directive about motor vehicle allowances covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

### 13.6 Overtime meal allowance - CEC stream

- (a) A counsellor required to work overtime for more than one hour before the ordinary starting time or more than one hour after ordinary ceasing time shall be provided with an adequate meal at DoE's expense or paid a meal allowance of \$14.10 in lieu of the provision of such meal.
- (b) Additionally, the counsellor must be allowed 30 minutes at the ordinary mealtime for such meal

where work is performed after 1800.

- (c) Where DoE requires the counsellor to continue working for a further 4 hours of continuous overtime work in a situation mentioned in clause 13.6(a), the counsellor will be entitled to a 30 minute meal break and either provided with an adequate meal at DoE's expense or paid an additional meal allowance of \$14.10.
- (d) A counsellor required to work overtime on an accrued day off or a rostered day off is entitled to \$14.10 meal allowance after each period of 4 hours continuous overtime, in addition to any payment for overtime to which the employee is entitled, unless a meal of reasonable quality and quantity is provided by DoE.

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

### **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 2019)</i>	Private motoring sub-group
Overtime meal allowance <i>(last adjusted 1 September 2020)</i>	Take-away and fast foods sub-group

## **14. Superannuation**

- (a) Subject to Commonwealth legislation and clause 14(b), DoE 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 DoE's

contributions are directed, DoE will direct contributions to the appropriate fund prescribed in the abovementioned Queensland legislation.

## **PART 5 - Hours of Work and Related Matters**

### **15. Hours of duty**

#### **15.1 Teachers**

##### **(a) Rostered duty time**

- (i) The rostered duty time of a teacher will be 25 hours per week.
- (ii) Rostered duty time will be continuous except for the meal break.
- (iii) Except as prescribed elsewhere in this Award, rostered duty time will commence no earlier than 0830 and conclude no later than 1530.

##### **(b) Non-contact time**

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

##### **(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 3 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 2 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.

- (c) Rostered duty time - centres for continuing secondary education or secondary colleges
  - (i) Application of this provision
    - (A) Clause 15.1(c) applies to those permanent classroom teachers delivering secondary education programs specifically catering for mature age students and who are required, by virtue of that situation, to be on duty beyond the standard hours of instruction set out in clause 15.1(a)(iii).
    - (B) The provisions of clause 15.1(c) are invoked when such teachers are required to be on duty beyond the standard hours of instruction for a minimum of two teaching blocks per week (a teaching block being 3 to 3.5 hours).
    - (C) The working of only one teaching block per week beyond the standard hours of instruction is not permitted.
  - (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 3 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 7 hours while the minimum will not be less than 3 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 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.
    - (F) Teachers to whom clause 15.1(c) applies will not be involved in playground or bus supervision duties.

## **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 5 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 7 hours in any one day or commence duty more than once on any one day.

**15.3 Specialist teachers - primary and special schools**

- (a) The rostered duty time for a specialist teacher will be the same as those for a classroom teacher (see clause 15.1).

- (b) A 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, regional subject coordinators and other human resources and studies personnel.

- (c) A specialist teacher will also:

- (i) coordinate, develop, implement and evaluate the school/cluster program in their relevant specialist area; and
- (ii) assess and report on student achievement in their relevant specialist area; and
- (iii) provide advocacy and specialist advice relevant to their areas of expertise and be involved in the school planning and budgetary processes.

- (d) Average class time

- (i) 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 a principal or Regional Director.

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

- (e) Travel

- (i) 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.

- (ii) 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.
- (iii) Wherever possible the specialist teacher's circuit should be designed to service a cluster of schools to minimise travel time.

(f) Bus and playground duty

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

(g) Co-curricular involvement

- (i) 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.
- (ii) It is expected that judicious timetabling of classes will minimise the difficulties associated with sequential specialist lessons and thus maximise student learning.
- (iii) 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.

**15.4 Teacher-librarians - primary and special schools**

- (a) The rostered duty time for a teacher-librarian will be the same as those for a classroom teacher (see clause 15.1).
- (b) A teacher-librarian is responsible for the management of the resource centre and resources and as such will be involved in the school planning and budgetary process.
- (c) A teacher-librarian works in partnership with classroom teachers to plan, develop, teach and evaluate resource based programs.
- (d) The time-table of a teacher-librarian will be developed cooperatively with the school principal and will include time allocated for resource management and cooperative teaching.
- (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.
- (f) Travel
  - (i) 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-librarian's work program and will be incorporated within rostered duty time.
  - (ii) 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.
  - (iii) Wherever possible a teacher-librarian required to provide resource services to more than one school will be subject to schedules designed to minimise travel.

(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.

(h) Co-curricular involvement

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.

(i) 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.

**15.5 CTAT stream**

- (a) The rostered duty time of a community teacher or assistant teacher will be 25 hours per week.
- (b) Rostered duty time will commence no earlier than 0830 and conclude no later than 1530.
- (c) Rostered duty time will be continuous except for the meal break.

**15.6 CEC stream**

- (a) The ordinary hours of duty for full-time counsellors, exclusive of meal breaks, shall be an average of 36.25 hours per week and 7.25 hours per day, with a maximum of 9.5 hours per day.
- (b) The spread of ordinary hours of duty for full-time counsellors shall commence no earlier than 0600 and conclude no later than 1800, Monday to Friday.
- (c) Notwithstanding the provisions of clause 19 and clause 23, in lieu of the additional hours worked by counsellors outside of the ordinary hours of 36.25 hours, Monday to Friday, a counsellor shall receive additional leave days as follows:

Period	Days
end of term break (Easter)	3 days
end of term break (June)	8 days
end of term break (September)	8 days
mid-summer break	4 days

- (d) By mutual agreement with DoE a counsellor may take any or all of their additional leave days:
  - (i) during school term time; or
  - (ii) as paid leave, where that leave would otherwise be categorised as unpaid leave under the Award, with a consequential reduction in the counsellor's additional leave days' balance.
- (e) Should DoE require a counsellor to work on any additional leave days during the school vacation period specified in clause 19, or on a mutually agreed day off, the counsellor shall attend for duty and DoE shall pay that day, or days, at the following penalty rates:

- (i) the first 3 hours at time and one-half and any additional hours at double time; or
  - (ii) at the counsellor's request, and agreed to by DoE, 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.
- (f) Counsellors who commence duty during a school term shall be entitled to proportionate additional leave.
- (g) Where DoE requires a counsellor to work on an additional leave day, at least 24 hours' notice shall be provided to the counsellor.
- (h) In determining hours of duty, wherever practicable, DoE shall:
- (i) consult on the requirement to work specific hours before directing a counsellor to work those hours;
  - (ii) where the working of particular hours is not suitable to a counsellor on a given day, take into account whether other staff are available and competent to perform the work;
  - (iii) take into account the needs of workers with family responsibilities or disabilities;
  - (iv) provide timely notice of the requirement to work in excess of ordinary hours; and
  - (v) take into account the counsellor's current balance of additional leave days.

### **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).

### **15.8 Variations to the standard hours of instruction**

- (a) Notwithstanding the terms of clause 15, the standard hours of instruction may be amended in all settings in accordance with the "Guidelines for Variation of Hours of Instruction for Senior Secondary" agreed between DoE and QTU in 1990.
- (b) Conditions

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

- (i) The standard hours of instruction and rostered duty time will commence no earlier than 0700 and conclude no later than 1700, Monday to Friday.
- (ii) The rostered duty time of a teacher will remain at 25 hours per week. However, under these arrangements a full-time teacher's daily maximum rostered duty time will not exceed 7 hours while a full-time teacher's minimum rostered duty time will not be less than 3 hours.
- (iii) The weekly rostered duty time may be worked over less than five days, Monday to Friday.
- (iv) Subject to clause 16.1, teachers will be allowed 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.

- (v) Teachers will be allowed a rest pause of 10 minutes which is included in rostered duty time.
- (vi) Rostered duty time will be continuous except for the meal break unless by agreement.
- (vii) Implementation of the above arrangements will follow consultation with the LCC and the taking into account of family responsibilities.

### **15.9 Student free days - THSL and CTAT streams**

Teachers, heads of program, school leaders, community teachers and assistant teachers are expected to report for a full day of duty on the student free days nominated for professional development activities during the school year, or any other days substituted for such days, or any additional days declared by the Minister as requiring the attendance of all permanent officers. Such employees will be paid in full for the time so worked.

## **16. Meal breaks**

### **16.1 THSL stream**

- (a) A teacher, head of program or school leader is entitled to an uninterrupted 45 minute meal break each day. This will be allowed to each teacher, head of program or school leader between 1100 and 1400, or such other times as may be arranged by the principal in consultation with teachers, heads of program and school leaders.
- (b) Other times during which the meal break may occur will be arranged in accordance with the facilitative provisions of this Award or rostering arrangements can be entered into in accordance with workplace reform initiatives as provided for in clauses 6.2(c) and 15.8.
- (c) An alteration to the minimum uninterrupted meal break of 45 minutes may be achieved through consultation and processing by the LCC (where required to be constituted), provided that:
  - (i) all teachers receive an uninterrupted meal break of at least 30 minutes per day; and
  - (ii) the total period for uninterrupted meal breaks is no less than 225 minutes per teacher per week. This cannot be averaged over a longer period.
- (d) Where teachers in specialist roles are required to perform duties during the course of scheduled meal breaks, a meal break, consistent with the terms of clauses 16.1(a) or (c), shall be provided at an alternative time determined by agreement between the principal and the individual teacher.
- (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.

### **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.

### **16.3 Bus and playground supervision**

- (a) Subject to clauses 16.3(b) and (c), teachers will be relieved of bus supervision duties and supervision of students in the playground as far as possible and where appropriate.

- (b) Teachers are still required to undertake some part of those duties. The appropriate mix of teachers and teacher aides will be determined by the principal of the school, having regard to local circumstances in accordance with the applicable local consultative arrangements.
- (c) Teachers shall not be required to undertake bus supervision duties for more than 30 minutes after the completion of the daily program of instruction.

#### **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.

#### **16.5 CEC stream**

- (a) Unless otherwise specified, all counsellors who work in excess of 5 hours on any day shall be entitled to not less than 30 minutes for an unpaid meal break between the third and sixth hours of duty.
- (b) However, where it is mutually agreed between DoE and the counsellor that in order to maintain the continuity of work the hours of duty may be inclusive of meal times, no deduction shall be made from the counsellor's salary for the period of the meal break.

### **17. Rest pauses**

#### **17.1 THSL stream and CTAT stream**

- (a) In addition to the entitlement for a meal break, a teacher, head of program, school leader, community teacher or assistant teacher will be entitled to a rest pause of 10 minutes each day, taken at a time separate to the meal break prescribed in clause 16, which will be considered as rostered duty time.
- (b) Continuing secondary education or secondary colleges - teachers will be entitled to a rest pause of 10 minutes for every three continuous hours of rostered duty time worked. Such rest pauses will be considered as rostered duty time.

#### **17.2 CEC stream**

- (a) Counsellors are entitled to rest pauses of a total of 20 minutes per day at a time to suit the operational requirements of DoE, which will be considered as rostered duty time.
- (b) Such rest pause/s will be taken at times as will not interfere with the continuity of work where such continuity is necessary.

### **18. Overtime - CEC stream**

- (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.
- (f) Overtime is to be calculated to the nearest quarter of an hour in the total amount of time in respect to which overtime is claimed by the counsellor.
- (g) A counsellor temporarily filling and discharging the full duties of a classification at a higher level for which overtime payments are applicable is to be paid for authorised overtime at the minimum rate applicable to that higher classification level.
- (h) (i) A counsellor (other than a counsellor on call) having been recalled to perform duty shall be paid for the time worked, with a minimum payment of 2 hours for each call out at the prescribed overtime rate. However, such minimum payment shall not apply where the overtime is performed immediately preceding and/or is continuous with ordinary hours of duty.  
(ii) Should a counsellor be called out again within that 2 hour period, no further minimum payment shall apply to that work which shall be separately paid for at the prescribed overtime rate.
- (i) Transport costs on recall

Where a counsellor is recalled to perform work during an off duty period, the counsellor shall be provided with transport to and from the counsellor's home or be refunded the cost of such transport.

- (j) Fatigue leave
  - (i) A counsellor who works so much overtime between the termination of ordinary work on one day and the commencement of ordinary work on the next day so that 10 consecutive hours off duty has not occurred shall be released after completion of such overtime until 10 consecutive hours off duty occurs without loss of pay for ordinary working time occurring during such absence.
  - (ii) If, on the instructions of the chief executive, such a counsellor resumes or continues work without having had 10 consecutive hours off duty, the counsellor shall be paid double rates until released from duty, and shall then be entitled to be absent until 10 consecutive hours off duty has occurred without loss of pay for ordinary working time occurring during such absence.
  - (iii) Clause 18(j) does not apply to counsellors who reside or remain on or about their place of work and are required to perform duties on an intermittent basis outside their ordinary hours of duty.

*Note: Where a directive about hours and overtime covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

## **PART 6 - Leave of Absence and Public Holidays**

### **19. Annual leave**

Annual leave is provided for in Division 5 of the QES. Clauses 19.1 and 19.2 supplement the QES.

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

#### **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.

## **19.2 CEC stream**

A counsellor proceeding on annual leave is entitled to receive the following payments:

- (a) an amount equal to the salary level being paid to the counsellor immediately before the counsellor takes the leave for the period of such annual leave; and
- (b) a further amount equal to 17.5% of the employee's current salary.

## **20. Personal leave**

- (a) Personal leave is provided for in Division 6 of the QES and covers:
  - (i) sick leave;
  - (ii) carer's leave;
  - (iii) bereavement leave; and
  - (iv) cultural leave.
- (b) Clauses 20.1 to 20.3 supplement the QES.

### **20.1 Sick leave**

- (a) In addition to the provisions of Subdivision 2 of Division 6 of the QES, an employee is entitled to use any sick leave to which they have an entitlement for carer's leave purposes.
- (b) Sick leave may be taken for part of a day.
- (c) Entitlement to sick leave is conditional on the employee promptly notifying DoE of the employee's absence and of its expected duration.
- (d) An application for sick leave of more than three days is to be supported by a medical certificate or any other evidence that is acceptable to DoE.

*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.*

### **20.2 Carer's leave**

An employee may also elect, with the consent of DoE, to take annual leave for carer's leave purposes.

### **20.3 Cultural leave - CEC stream**

- (a) Any counsellor who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for Aboriginal ceremonial purposes or Torres Strait Islander ceremonial purposes shall be entitled to up to 10 working days unpaid leave in any one year.
- (b) Such days may include, but will not be limited to, tombstone openings, smoking of houses, initiation ceremonies, National Aborigines and Torres Strait Islanders Observance Day, Coming of the Light, or to attend other such ceremonies deemed by the Elders to be significant.

- (c) Notwithstanding the provisions of clause 20.3(a) and (b), DoE may allow the counsellor additional days off to attend traditional or ceremonial functions that culturally the counsellor is required to attend.

## **21. Parental leave**

- (a) Parental leave is provided for in Division 8 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 8 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 DoE, 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 8 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) DoE 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 75).
  - (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 76).

*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.*

## **22. Long service leave**

- (a) Long service leave, including for casual employees, is provided for in Division 9 of the QES. Clauses 22(b) to (d) supplement the QES.
- (b) In lieu of the provisions of sections 95(2)(a) and (b) of the Act, all 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.
- (c) 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.
- (d) Employees are entitled to a minimum period of one day or, where the engagement of a replacement teacher is required, a minimum period of one day per week for a period of at least a five-week period so the period of long service leave is no less than five days in total.

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

## **23. Public holidays**

Public holidays are provided for in Division 10 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.

## **24. Jury service**

Jury service is provided for in Division 12 of the QES.

*Note: Where a directive about court attendance or jury service covers an employee, the provisions of the directive apply to the employee to the extent it provides a more generous entitlement.*

## **PART 7 - Transfers, Travelling and Working Away from Usual Place of Work**

### **25. Transfer and appointment expenses**

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

- (a) the conveyancing of self, family and effects to the centre to which the employee is appointed or transferred;

- (b) board and lodging; and
- (c) other items of expenditure related to taking up duty.

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

## **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.

## **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.*

## **28. Excess travelling time - CEC stream**

An employee who is required to travel on official business may be entitled to compensation for excess travelling time in the following circumstances:

- (a) attending approved seminars and agency courses;
- (b) outside ordinary hours; and
- (c) away from normal headquarters.

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

# **PART 8 - Training and Related Matters**

## **29. Professional development and training - THSL and CTAT streams**

### **29.1 Professional development**

- (a) Quality professional development and training is essential for teachers, heads of program, school leaders, community teachers and assistant teachers to maintain appropriate skill levels and to respond efficiently and effectively to changes in the workplace.

- (b) 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.

### **29.2 Undertaking professional development and training**

- (a) The responsibility for professional development and training will be shared between the individual and DoE.
- (b) Teachers, heads of program, school leaders, community teachers and assistant teachers will be involved in an annual program of professional development and training.
- (c) 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.

### **29.3 Approval of professional development and training**

Approval of professional development and training will be granted as follows:

- (a) for teachers at a school - by the principal;
- (b) for teachers based at the regional office - by the Regional Director; and
- (c) for teachers based at central office or other administrative centre - by the relevant manager/director.

### **29.4 Study assistance - CTAT stream**

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

## **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 DoE, 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 DoE.
- (d) Following consultation, the chief executive shall develop a learning and development strategy consistent with:
  - (i) the current and future needs of DoE;
  - (ii) the size, structure and nature of the operations of DoE;

- (iii) the need to develop vocational skills relevant to DoE 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.

## **PART 9 - Union Related Matters**

### **31. Union encouragement**

- (a) The parties recognise the right of individuals to join a union and will encourage that membership. However, it is also recognised that union membership remains at the discretion of individuals.
- (b) An application for union membership and information on the relevant union/s will be provided to all employees at the point of engagement.
- (c) Information on the relevant union/s will be included in induction materials.
- (d) Union representative/s will be provided with the opportunity to discuss union membership with new employees.

### **32. Union delegates**

- (a) The parties acknowledge the constructive role democratically elected union delegates undertake in the workplace in relation to union activities that support and assist members. That role will be formally recognised, accepted and supported.
- (b) Employees of DoE will be given full access to union delegates/officials during working hours to discuss any employment matter or seek union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.
- (c) Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking union activities. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.
- (d) Subject to the relevant employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

### **33. Industrial relations education leave**

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

- (b) Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year, approved by the chief executive, to attend industrial relations education sessions.
- (c) Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent). Such leave will be subject to consultation between the chief executive, the relevant union and the employee.
- (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.
- (f) At the discretion of the chief executive, employees may be granted special leave without pay to undertake work with their union.

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

### **34. Right of entry**

- (a) Authorised industrial officer
  - (i) An 'authorised industrial officer' is any union official holding a current authority issued by the Industrial Registrar.
  - (ii) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the union.
- (b) Entry procedure
  - (i) An authorised industrial officer may enter a workplace at which DoE carries on a calling of the officer's organisation, during DoE's business hours, to exercise a power under Chapter 9, Part 1, Division 5, Subdivision 2 of the Act as long as the authorised industrial officer:
    - (A) has notified DoE or DoE's representative of the officer's presence; and
    - (B) produces their authorisation, if required by DoE or DoE's representative.
  - (ii) Clause 34(b)(i) does not apply if, on entering the workplace, the officer discovers that neither DoE nor DoE's representative having charge of the workplace is present.
  - (iii) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
  - (iv) If the authorised industrial officer does not comply with a condition of clause 34(b)(i) the authorised industrial officer may be treated as a trespasser.
- (c) Inspection of records
  - (i) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 339 of the Act.



- (ii) An authorised industrial officer is entitled to inspect such time and wages records of any current employee except if the employee:
  - (A) is ineligible to become a member of the authorised industrial officer's union; or
  - (B) has made a written request to DoE that they do not want their record inspected.
- (iii) The authorised industrial officer may make a copy of the record, but cannot require any help from DoE.
- (iv) A person must not, by threats or intimidation, persuade or attempt to persuade an employee or prospective employee to make, or refuse to make, a written request to DoE or prospective employer that the record not be available for inspection by an authorised industrial officer.

(d) Discussions with employees

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

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

(e) Conduct

- (i) Neither DoE nor DoE's representative may obstruct the authorised industrial officer exercising their right of entry powers.
- (ii) An authorised industrial officer must not wilfully obstruct DoE or an employee during the employee's working time.

*Note: Clause 34 - Right of entry, deals with comparable provisions contained within the Act. In order to ensure the currency of existing legal requirements parties are advised to refer to Chapter 9, Part 1, Division 5 of the Act as amended from time to time.*

## 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 DoE 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 DoE 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 DoE 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 DoE 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 DoE 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 DoE.

**Community teacher B** means any person who has completed a certificate course approved by the Director-General of DoE 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 DoE.

**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 DoE.

## Schedule 2 - Senior Teacher Undertaking

Clause 12.6.1(c) of this Award defines the role and duties of the senior teacher. The relevant clauses state:

"(iv) Senior teacher undertaking

The teacher will sign an undertaking that:

(A) the teacher will commit to teaching excellence and a leadership role amongst teachers by performing higher level duties that:

1. 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);
2. 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);
3. 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.

(B) 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 above.

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

(C) 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 process developed between a relevant union and DoE.

(v) Senior teachers 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 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..... (.....)  
 (Employee name) (ID No.)

undertake to perform higher level duties in accordance with the above provisions of the Teaching in State Education Award - State 2016.

..... (Signature) Date / /  
 Employee

..... (Signature) Date / /  
 Principal/Supervisor

## Senior Teacher Personal Action Plan

Employee name: .....

ID No: .....

School/Worksite: .....

Consistent with the Senior Teacher undertaking given in accordance with the provisions of Schedule 2 of the Teaching in State Education Award - State 2016, I undertake to perform tasks consistent with one or more of the higher level duties identified in the paragraphs in (iv)(A) of that Schedule. These tasks are:

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Employee signature

Date / /

Approved:

.....  
Principal/Supervisor

Date / / "

### 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:

Aurukun Campus of Cape York Academy (CYA)	Tagai State College – Horn Island Campus
Birdsville State School	Tagai State College – Kubin Campus
Bloomfield River State School	Tagai State College – Mabuiag Island Campus
Burketown State School	Tagai State College – Malu Kiwai Campus
Bwngcolman Community School	Tagai State College – Mer Campus
Camooweal State School	Tagai State College – Poruma Campus
Cherbourg State School	Tagai State College – Saibai Island Campus
Coen Campus of CYA	Tagai State College – St Pauls Campus
Croydon State School	Tagai State College – Stephen Island Campus
Dajarra State School	Tagai State College
Doomadgee State School	Tagai State College – Thursday Island Primary Campus
Hopevale Campus of CYA	Tagai State College – Thursday Island Secondary
Kowanyama State School	Tagai State College – Warraber Island Campus
Laura State School	Tagai State College – Yam Island Campus
Lockhart State School	Tagai State College – Yorke Island Campus
Mornington Island State School	Urandangi State School
Normanton State School	Western Cape College
Northern Peninsula Area College – Injinoo Junior	Woorabinda State School
Northern Peninsula Area State College	Yarrabah State School
Pormpuraaw State School	
Tagai State College – Badu Island Campus	
Tagai State College – Darnley Island Campus	
Tagai State College – Dauan Island Campus	Other schools may be approved by DoE from time to time and added to the above list.

## **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

By the Commission,  
[L.S.] M. SHELLEY,  
Industrial Registrar.