

Department of Education State School Teachers' Certified Agreement 2022

Table of Contents

PART 1.	PRELIMINARY	4
1.1	Title	4
1.2	Application	4
1.3	Date and Period of Operation	4
1.4	Access to the Agreement	4
1.5	Relationship to Awards and Industrial Agreements	4
1.6	Definitions	4
1.7	Objectives of this Agreement	6
1.8	Commitments of this Agreement	6
1.9	Negotiations for a Replacement Agreement	7
1.10	No Further Claims	7
PART 2.	CONSULTATION	7
2.1	Local Consultative Committee	8
2.2	Release time for LCC members	8
2.3	Staffing Flexibility	9
2.4	Consultation Process for Small Schools	9
2.5	The Education Consultative Committee	9
PART 3.	DISPUTE RESOLUTION	10
3.1	Procedure for Preventing and Settling Disputes	10
PART 4.	WORKING AND LEARNING CONDITIONS	11
4.1	Class sizes	11
4.2	Use of Non-Contact Time	11
4.3	Additional Non-Contact Time	11
4.4	Allocation of Duties – Heads of Department (Curriculum) in Primary and Special schools	12
4.5	Allocation of Duties – Heads of Department (Secondary)	12
4.6	Allocation of Duties – Head of Special Education Services	13
4.7	Curriculum Coordination Time	13
4.8	Administration Time – Teaching Principals	14
4.9	Extension of Spread of School Hours	14
4.10	Cultural Respect, Recognition and Support	14
4.11	Productivity, Service and Reform Initiatives	15
4.12	Maximisation of Permanency and Conversion	15
4.13	Minimum Engagement of Temporary Teachers	15
4.14	Temporary Teacher Professional Development	15
4.15	Attraction and Retention	16

PART 5.	CLASSIFICATION STRUCTURE	18
5.1	Internship Programs	18
5.2	Community Teachers	18
5.3	Classification structure	19
5.4	Stream 1 – Classroom Teachers	19
5.5	Highly Accomplished Teachers and Lead Teachers	20
5.6	Coaches	22
5.7	Stream 2 – Heads of Program.....	22
5.8	Stream 3 – School Leaders	22
5.9	Principals.....	23
5.10	Promotional Positions.....	24
5.11	Incremental Progression	25
5.12	Education Officer – Special Duties secondment	25
Part 6.	SALARIES AND SUPERANNUATION.....	26
6.1	Salary Increases.....	26
6.2	Cost of Living Adjustment Payments.....	26
6.3	School Vacation Period and Adjustment.....	28
6.4	Award Matters.....	28
6.5	Superannuation.....	28
6.6	Salary Packaging	29
PART 7.	ALLOWANCES.....	29
7.1	Allowance Increases.....	29
7.2	Specified Sites Allowance.....	29
7.3	Other Allowances	29
PART 8.	LEAVE	30
8.1	Access to Long Service Leave as Cultural Leave	30
8.2	Paid Parental Leave	30
8.3	Paid Leave During Summer and School Vacation Periods – Temporary Teachers	30
PART 9.	HEALTH, SAFETY AND WELLBEING.....	31
9.1	Commitment.....	31
9.2	Release time for elected Health and Safety Representatives.....	31
9.3	Workload Management	31
9.4	Principles of Good Workload Management	32
9.5	Digital Technologies	32
PART 10.	SCHOOL BASED MANAGEMENT	33
10.1	School Leadership and Management.....	33
10.2	Employment of Teachers.....	33
10.3	Teacher Professionalism.....	33
10.4	Specialist Services.....	33
10.5	Transfer and Relocation	34

10.6	Monitoring Procedures.....	34
PART 11.	ADULT SUPERVISION OF PRE-SET LEARNING.....	34
11.1	Adult Supervision.....	34
11.2	Remote and Regional Communities.....	34
PART 12.	MEMORANDUM OF AGREEMENT.....	34
SCHEDULE 1.	SALARIES AND ALLOWANCES.....	36
SCHEDULE 2.	PRINCIPAL CLASSIFICATION: TOTAL GOVERNMENT RESOURCE THRESHOLDS	38
SCHEDULE 3.	SPECIAL EDUCATION FACILITIES	40
SCHEDULE 4.	SPECIFIED SCHOOLS SERVING FIRST NATIONS COMMUNITIES.....	41
SCHEDULE 5.	YOUTH DETENTION CENTRES.....	42

Consultation Draft

PART 1. PRELIMINARY

1.1 Title

This Agreement shall be known as the *Department of Education State School Teachers' Certified Agreement 2022*.

1.2 Application

1.2.1 The *Department of Education State School Teachers' Certified Agreement 2022* shall apply to:

- (a) the Director-General, Department of Education as Chief Executive Officer of the Department of Education (the Department);
- (b) employees, other than community education counsellors, engaged under the *Teaching in State Education Award – State 2016* (Award), including those located at the Queensland College of Teachers and the Office of the Queensland Studies Authority;
- (c) Queensland Teachers' Union of Employees (QTU); and
- (d) Together Queensland, Industrial Union of Employees (TQ).

1.3 Date and Period of Operation

1.3.1 This Agreement, certified on XX XXXXXXXX 2022, shall operate from 1 July 2022 and shall have a nominal expiry date of 30 June 2025.

1.4 Access to the Agreement

1.4.1 A copy of this Agreement shall be exhibited in a conspicuous and convenient place in all workplaces covered by this Agreement so as to be easily read by all employees. An electronic copy shall be available on the Department website.

1.5 Relationship to Awards and Industrial Agreements

1.5.1 This Agreement will supersede and replace the *Department of Education State School Teachers' Certified Agreement 2019* in its entirety.

1.5.2 This Agreement operates in conjunction with the following Awards and Industrial Agreements:

- (a) *Teaching in State Education Award – State 2016*; and
- (b) *Practice Teaching in State Schools Industrial Agreement*.

1.5.3 Where there is any inconsistency between this Agreement, the above Award and Industrial Agreement, this Agreement will prevail to the extent of any inconsistency.

1.6 Definitions

Act means the *Industrial Relations Act 2016* (Qld)

APR means the Annual Performance Review process

Award means the *Teaching in State Education Award – State 2016*

Beginning Teacher means a permanent or temporary classroom teacher, engaged for a term or more, in their first 12 months of teaching

CAIC means Certified Agreement Implementation Committee

CCT means Curriculum Coordination Time

Chief Executive means the Director-General of the Department of Education, or such other person whom the Chief Executive has delegated specific authorities

Community Teachers means a teacher with relevant qualifications employed as a Community Teacher in

Aboriginal and Torres Strait Islander community schools.

Day 8 means the Department nominates the eight day of the school year for the Principals of primary, secondary and special schools to provide their school's final student effective enrolment counts, referred to as Day 8 staffing enrolment collections or Day 8. Schools of Distance Education (SDE), Centres for Continuing Secondary Education (CCSE) and secondary schools with mature age students (MASS) provide their school's final student effective enrolment counts on Day 20

Department means the Department of Education

ECC means Education Consultative Committee

EOSD means and Education Officer – Special Duties secondment

EST means Experienced Senior Teacher

GO means Guidance Officer

HAT means Highly Accomplished Teacher

HOD means Head of Department (Secondary)

HODC means Head of Department (Curriculum)

HOP means Head of Program

HOSES means Head of Special Education Services

Intern means a pre-service teacher engaged in an accredited program between the Department and a University, other than their minimum period of practicum; or an aspiring teacher engaged in a Queensland state school through an accredited Department internship program

LCC means Local Consultative Committee

LT means Lead Teacher

NCT means Non-Contact Time and is rostered time allocated to undertake the necessary planning, preparation and correction to effectively carry out the role as a teacher

QCT means Queensland College of Teachers

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

QIRC means the Queensland Industrial Relations Commission

RoRRS means Recognition of Rural and Remote Services Scheme

School Leader means an employee holding the leadership position of Deputy Principal or Principal

ST means Senior Teacher

Supply Teacher means a teacher employed on a casual basis to replace a teacher who is absent for a period of at least 2 hours or no more than five continuous days

SGO means Senior Guidance Officer

TQ means Together Queensland, Industrial Union of Employees

TR means Transfer Rating

TRS means Teacher Relief Scheme

Unions means Queensland Teachers' Union of Employees and Together Queensland, Industrial Union of Employees

1.7 Objectives of this Agreement

- 1.7.1 To enhance delivery of educational services that:
- (a) provide contemporary, efficient and high-quality services;
 - (b) minimise administrative complexities wherever possible;
 - (c) support initiatives in school-based planning, management and accountability frameworks; and
 - (d) develop highly skilled teachers who are committed to student outcomes, continual improvement, employee accountability, ongoing learning and collaborative team work.
- 1.7.2 To provide certainty for teachers and the Department in relation to remuneration outcomes for the life of this Agreement.
- 1.7.3 Implement fair workplaces and communities by promoting fair pay and safe working conditions, that provide stability and support of a workforce that is diverse in background, experiences and skills.
- 1.7.4 To provide mechanisms for achieving the objectives of this Agreement.
- 1.7.5 To provide industrial stability for the duration of this Agreement.
- 1.7.6 To enunciate agreed dispute resolution processes.

1.8 Commitments of this Agreement

- 1.8.1 *Review of state school resourcing arrangements*
- 1.8.1.1 The Department commits to undertake a comprehensive review of school resourcing arrangements, including methodologies, procedures and systems.
- 1.8.1.2 The review is to be completed and presented to the Minister for Education by no later than 31 December 2024. It is anticipated that, subject to appropriate approvals by Government, outcomes of the review will inform negotiations for a future certified agreement.
- 1.8.1.3 The review will consider contemporary approaches to needs based school resourcing across diverse systems, with an aim to ensure that arrangements into the future are simple, fair, transparent and predictable.
- 1.8.1.4 Amongst other factors, the review will take into account the components of teachers, heads of program and school leaders' duties (including bus and playground duty, delegations and administrative tasks; specialist teachers (music); instrumental music instructors/teachers; and numbers of beginning and early career teachers). The review will also consider effects of changes to resourcing arrangements on associated processes, including the Principal Classification: Total Government Resource Thresholds.
- 1.8.1.5 The parties acknowledge that school resourcing involves all areas/services of the Department and the review will therefore involve a number of stakeholders and unions.
- 1.8.1.6 A governance and consultative committee structure will be developed for the review. The unions party to this agreement will have representation within this structure.
- 1.8.1.7 Any proposals or recommendations arising from the review that have cost or operational implications will be subject to the normal Department and/or Executive Government approvals.
- 1.8.2 *Review of the transfer rating system*
- 1.8.2.1 The Department commits to undertaking a comprehensive review of the transfer rating system.
- 1.8.2.2 The review is to be completed and presented to the Minister for Education by no later than 31 December 2024. It is anticipated, that subject to appropriate approvals by Government, outcomes of the review will inform negotiations for a future certified agreement.
- 1.8.2.3 The review will focus on development of a modern teacher mobility policy that enhances current arrangements to teachers that provide extended services in rural and remote Queensland. The policy will consider both classroom and promotional teaching appointments.

- 1.8.2.4 A consultative committee will be developed for the review. The QTU will have representation on this committee.
- 1.8.2.5 Any proposals or recommendations arising from the review that have cost or operational implications will be subject to the normal Department and/or Executive Government approvals.
- 1.8.3 *Certified Agreement Implementation Committee*
- 1.8.3.1 The CAIC is established for the life of the Agreement for the Department and the QTU to oversee the implementation of matters contained in this Agreement.
- 1.8.3.2 The CAIC will operate to ensure that parties discuss, in a timely and cooperative manner, the introduction, implementation and review/evaluation of initiatives in this Agreement.
- 1.8.3.3 The terms of reference will be determined by the parties.
- 1.8.3.4 The CAIC is not to replace other existing or future committees detailed in this agreement nor form part of the dispute resolution process.

1.9 Negotiations for a Replacement Agreement

- 1.9.1 The parties agree to commence negotiations as early as six months prior but no later than three months prior to the expiry of this Agreement (i.e. negotiations are to commence as early as 1 January 2025 and no later than 1 April 2025) with a view to negotiating and settling a replacement certified agreement.

1.10 No Further Claims

- 1.10.1 This Agreement is in full and final settlement of all parties' claims for its duration. It is a term of this Agreement that no party will pursue any extra claims relating to wages or conditions of employment whether dealt within this Agreement or not.
- 1.10.2 Notwithstanding clause 1.10.1, the parties may agree to negotiate subsidiary agreements in the form of Memoranda of Agreement, Joint Statements or Letters of Exchange in response to emergent circumstances and/or matters such as facilitating new projects and policy initiative during the life of this Agreement.
- 1.10.3 It is agreed that the following changes may be made to employees' rights and entitlements during the life of this Agreement:
- (a) General Rulings and Statement of Policy issued by the QIRC that provide conditions that are not less favourable than current conditions;
 - (b) any improvements in conditions that are determined on a whole of government basis; and
 - (c) reclassifications.
- 1.10.4 For the purpose of this clause "General Rulings" does not include State Wage Case decisions.

PART 2. CONSULTATION

All workplaces covered by this Agreement shall operate on the basis that effective consultation is an essential measure to ensure that change within the workplace is managed in a manner consistent with the principles in this Agreement.

The requirement for workplaces to operate in a consultative manner is not intended to impinge on the capacity of School Leaders to make operational decisions, except where such decisions would have an impact on the industrial entitlements of employees covered by this Agreement.

The parties agree that any significant changes to the operation or organisation of the Department which may adversely affect the conditions, workload and/or work-life balance of employees covered by this Agreement shall be the subject of timely consultation between the parties. Consultation involves more than a mere exchange of information.

For consultation to be effective, the employee must be contributing to the decision-making process, not only in appearance, but in fact.

2.1 Local Consultative Committee

- 2.1.1 LCCs are the principal workplace level consultative forum for industrial organisations and the employer and, where one is established, the LCC shall be representative of all employee groups.
- 2.1.2 An LCC shall be established in all workplaces with 20 or more employees although smaller workplaces are not prevented from establishing an LCC where this is desirable.
- 2.1.3 Where the formation of an LCC is required, a formal record of meetings shall be maintained.
- 2.1.4 An LCC shall meet at least once a term on an ongoing basis as required.
- 2.1.5 Membership of an LCC shall comprise equal representation of employees nominated by management and by the Unions. While the size of the LCC is not prescribed, an LCC will usually consist of eight members, that is, four management representatives and four Union representatives provided that two Union representatives are QTU members.
- 2.1.6 Management representatives on an LCC shall include the Principal and other members as nominated by the Principal.
- 2.1.7 Union representatives on an LCC shall be determined by the relevant union through whatever processes they deem appropriate.
- 2.1.8 Broadly, the role of the LCC shall include at least the following:
- (a) to act as the school's management/staff/union consultative forum;
 - (b) to oversee the implementation and application of the terms of this Agreement within the school;
 - (c) to resolve, wherever possible at a local level, disputes on the general application of matters contained within this Agreement;
 - (d) to contribute to the planning of smooth change management (including significant changes to work practices) at a school level, wherever possible, towards fulfilment of the parties' commitment to cooperate in the implementation of the model of school-based management; and
 - (e) other roles as agreed by the parties.
- 2.1.9 The LCC will be a key mechanism for managing workload issues at the workplace level.
- 2.1.10 Matters requiring consultation with an LCC shall include: flexible student free days; school staffing proposals; bus and playground duty staffing needs; meal break variations; extensions to spread of school hours and areas as required by Joint Statements between the Department and the QTU.
- 2.1.11 Without limiting the provisions of the *Education (General Provisions) Regulation 2006* (Qld) the purpose, frequency and duration of staff meetings will be subject to consultation with the LCC.
- 2.1.12 All representatives shall have access to training on the principles and processes pertaining to the operation of an LCC. The parties commit to provide joint training for LCC members on the functions of an LCC, and their roles and responsibilities. Such training shall be agreed between the parties.

2.2 Release time for LCC members

- 2.2.1 The parties agree to the provision of reasonable release time for LCC members to conduct consultation related to significant workplace reform initiatives that require broad consultation.
- 2.2.2 Reasonable release time should be sufficient time that is appropriate and proportionate to the circumstances, to enable members to conduct required broad consultation. Release time may occur during school hours provided that teaching and learning is not disrupted and work requirements are not unduly affected.

2.3 Staffing Flexibility

- 2.3.1 The LCC will be consulted with respect to school staffing proposals in accordance with the following terms:
- (a) funds allocated to staff must be used for the employment or professional development of employees;
 - (b) the effect of any proposed change on class size;
 - (c) changes to staffing mix only occur in the event of a substantive vacancy; and
 - (d) where the staffing proposal seeks to vary the role, or the fraction of that role as performed immediately prior to the substantive vacancy arising, workload management considerations are to form part of the consultation.
- 2.3.2 Staffing proposal decisions will be made by consensus, wherever possible.
- 2.3.3 The parties commit to use their best endeavours to resolve any issue preventing consensus being reached at the school level.
- 2.3.4 Where consensus cannot be reached, the LCC views are to be noted by the final decision-maker, being the Chief Executive or their nominee.
- 2.3.5 Copies of the staff proposal considered and endorsed by the LCC shall be kept on record at the school and forwarded to the Department for distribution to the Unions who are party to the ECC.
- 2.3.6 Where one of the parties believe a staffing proposal subject to LCC consultation may contravene this Agreement, the Award or relevant legislation, that party will advise the other such that there will be timely consultation in an endeavour to resolve any dispute at the local level wherever possible.

2.4 Consultation Process for Small Schools

- 2.4.1 Where a school is not required by the terms of this Agreement to establish an LCC, in addition to the principles of consultation outlined in this Agreement, the procedures outline in this section shall be deemed to be the minimum standard of consultation to be undertaken.
- 2.4.2 Small schools must consider the following issues in consultation:
- (a) review of existing committee structures so as to avoid overlap and duplication of effort;
 - (b) when considering staffing mix decisions within school/staffing budget and issues affecting the working conditions of employees, consultation with those employees who will be affected should be undertaken as a first step; and
 - (c) employee involvement in meetings should be assisted by scheduling meetings in a way that accommodates and supports flexibility and inclusion for all employees.

2.5 The Education Consultative Committee

- 2.5.1 The ECC is the peak Employer/Union body responsible for the development and oversight of a framework to advance workplace reform in the Department and to consider other significant employee relations issues. The committee has a coordinating role with regard to Departmental consultation.
- 2.5.2 Membership of the ECC will comprise equal representation of management and union nominees.
- 2.5.3 The composition of the ECC will comprise employer representatives of the Department and representatives from the QTU, TQ and the United Workers Union, Industrial Union of Employees, Queensland.
- 2.5.4 The ECC will meet in accordance with the terms of reference outlined in the replacement *Department of Education Certified Agreement 2019* or as amended by agreement with the parties.

PART 3. DISPUTE RESOLUTION

3.1 Procedure for Preventing and Settling Disputes

3.1.1 The objectives of this procedure are:

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

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

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

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

3.1.5 Stage 1 – Resolution at the school level

- (a) In the first instance, the employee will inform the Principal or the officer in charge of the school or centre of the existence of the dispute and they will attempt to resolve the dispute. It is recognised that an employee may wish to exercise their right to consult with the Union during the course of Stage 1.
- (b) Discussions should take place between the employee and their supervisor within 24 hours. This procedure should not exceed five working days (i.e. this time commences after the employee has informed the Principal or the officer in charge of the school or centre of the existence of the dispute or grievance).

3.1.6 Stage 2 – Resolution at regional office

- (a) If the dispute remains unresolved, the employee shall refer the dispute to the relevant Union representative or industrial officer, if any, and to the Regional Director or nominee, who will arrange a conference of the parties with a view to resolving the matter. The employee may exercise the right to consult or be represented by their Union representative during the course of Stage 2.
- (b) This process must not extend beyond seven working days from the date that the matter is referred to the regional office.

3.1.7 Stage 3 – Resolution at central office

- (a) If the dispute or grievance remains unresolved it will be referred to the Joint Department/QTU Resolution Committee (Resolution Committee). In such cases, the employee or their Union representative may refer the matter to the Resolution Committee or the Principal or officer in charge may refer the matter to the Resolution Committee.
- (b) The Resolution Committee consists of Departmental Employee Relations and QTU representatives, and other members whose roles are integral to assist in the resolution of the dispute. The Resolution Committee, by consensus, will take all reasonable actions necessary to resolve relevant matters referred.
- (c) Referral should be made to the Director, Employee Relations for distribution to the relevant committee members as required by these procedures.
- (d) The referral to the Resolution Committee will be made in writing and contain brief information outlining the:
 - i. matter giving rise to the dispute;
 - ii. outcome of school level discussions; and
 - iii. resolution desired by the employee.
- (e) There will be a formal meeting of the Resolution Committee. The Resolution Committee may seek further information from the aggrieved employee and/or the Principal or officer in charge concerning aspects of the dispute. This may include a consideration of consultation processes undertaken at Part 2, clause 2.1.10 at the school level.

- (f) Where the Resolution Committee reaches a decision, the decision will be communicated to all parties to the grievance or dispute.
- (g) Should either party not accept the decision, the matter may be referred to the QIRC.
- (h) This process should not exceed seven working days.

PART 4. WORKING AND LEARNING CONDITIONS

4.1 Class sizes

- 4.1.1 Schools will be funded for staffing in accordance with student/teacher ratio based on established class size targets. The parties acknowledge the fundamental importance of class size contributing to the learning outcomes of students and health and welfare of teachers.
- 4.1.2 Accordingly, the Department is committed to the following maximum class size targets:

Prep, Years 1-3, Years 11-12.....	25 students per teacher
Years 4-10.....	28 students per teacher.
- 4.1.3 The class size targets for composite classes are informed by the relevant year level target. Where composite classes exist across cohorts (e.g. year 3/4) the class target would be the lower cohort target.
- 4.1.4 Classroom teacher numbers are allocated for the purpose of facilitating class size target achievement as part of the school Day 8 staffing allocation. Classes in excess of these maximum target sizes should only occur in exceptional circumstances.
- 4.1.5 Where there is the possibility of class sizes in excess of these targets, the class arrangements shall be the subject of a timely, collaborative and consultative process with staff in accordance with the consultative principles contained in this Agreement including through the LCC in schools required to have one.

4.2 Use of Non-Contact Time

- 4.2.1 This clause is to be read in conjunction with the Award.
- 4.2.2 During the Award entitlement to NCT, teachers make decisions regarding what tasks they will complete during this period. These tasks may include:
 - (a) collaborative preparation, planning and correction;
 - (b) planning for class and group teaching instruction;
 - (c) curriculum planning;
 - (d) setting and correction of assessment items;
 - (e) evaluating and assessing;
 - (f) compilation of assessment records; and
 - (g) planning for excursions.
- 4.2.3 NCT will be allocated during timetable development. In primary and special schools, the timetabling of NCT 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 of implementation of NCT. Parties are required to bargain in good faith and will not unreasonably withhold agreement.
- 4.2.4 Where NCT is unable to be accessed by a teacher due to planned school activities, consultation will occur to make alternative arrangements with teacher for replacement of such time, where appropriate.
- 4.2.5 Use of NCT provided in excess of the Award entitlement will be determined by the Principal.

4.3 Additional Non-Contact Time

- 4.3.1 Classroom teachers in primary and special schools (including special purpose sites and special education programs):

- (a) will be allocated an additional 30 minutes of NCT per week over and above their entitlement to NCT prescribed in the Award. This will take the provision of NCT for a classroom teacher to no less than 150 minutes per week.
- (b) The teacher librarian allocation will contribute to the increased provision of NCT at a level consistent with the NCT contribution by specialist Music, Health and Physical Education and Language teachers.
- (c) The parties acknowledge the provisions of the Award at 15.1(b)(iii)(B) will apply to the provision of additional NCT.

4.3.2 Beginning Teachers:

- (a) in primary and special schools will be allocated an additional 60 minutes of NCT per week over and above their entitlement to NCT prescribed in the Award or other parts of this Agreement; and
- (b) in secondary schools will be allocated an additional 70 minutes of NCT per week over and above their entitlement to NCT as prescribed in the Award or other parts of this Agreement.

4.4 Allocation of Duties – Heads of Department (Curriculum) in Primary and Special schools

4.4.1 The following minimum administrative time arrangements apply for HODC in primary and special schools:

(a)

Enrolment Threshold	Teaching Load	Non – Teaching Component Centrally Funded	Non – Teaching Component CCT Contributed from School
225* < 300	0.6 FTE	0.2 FTE	0.2 FTE
300 < 325	0.5 FTE	0.2 FTE	0.3 FTE

* see cl.4.4.5

- 4.4.2 Schools with model allocated HODC will contribute 0.2/0.3 administration time from their school CCT allocation.
- 4.4.3 Schools with school funded HODC will be required to fund the administration time for these HODCs with a minimum 0.4/0.5 according to above thresholds.
- 4.4.4 Primary and special HODC are allocated pro rata NCT according to their teaching load.
- 4.4.5 The Department commits to centrally fund permanent HODC positions in primary schools with enrolments of 225 to 324. From the beginning of 2021, HODC allocation in primary schools will be based on enrolments within a range of 200 to 324 with the administrative time arrangements as prescribed in clause 4.5.1(a).
- 4.4.6 The release time for these centrally allocated HODC positions will utilise the school's CCT allocation, with an additional centrally allocated HODC position, provided schools meet costs associated with non-teaching release time.

4.5 Allocation of Duties – Heads of Department (Secondary)

4.5.1 The administration time of a HOD will be as follows:

(a)

Department Description	Administration Time
Program: Less than 80 hours of program taught. Staff: Less than four full-time equivalent teaching staff. Complexity: Usually a small department confined to discrete subject area responsibilities.	0.4 FTE
Program: 80 – 150 hours of program taught. Staff: More than four but less than eight full-time equivalent teaching staff. Complexity: Medium / average sized department (e.g. core areas in most schools including many 'non-curriculum' positions).	0.5 FTE
Program: More than 150 hours of program taught. Staff: More than eight full-time equivalent teaching staff. Complexity: Large sized department (often across subject area or core in very large schools or dealing with extremely complex management or welfare issues).	0.6 FTE

4.5.2 The administration time for a HOD includes NCT.

- 4.5.3 The allocations outlined above may be varied following consultation at the school level provided that the minimum release time for a HOD with greater than 80 hours of the school program taught is 0.5 FTE.

4.6 Allocation of Duties – Head of Special Education Services

- 4.6.1 The following administration time arrangements apply for HOSES:

(a)

Administration Time	
Stream 2 – HOP (Level 1)	0.2 FTE
Stream 2 – HOP (Level 2)	0.4 FTE
Stream 3 – DPI	0.5 FTE

- 4.6.2 The administration time for HOSES does not include NCT.

- 4.6.3 The administration time for cluster HOSES should consider the travel time and number of schools visited as part of the cluster.

4.7 Curriculum Coordination Time

- 4.7.1 The CCT allocated to primary schools will be as follows:

(a)

Enrolment FTE	Enrolment FTE
Less than 53	0.1
53 to less than 78	0.15
78 to less than 200	0.2
200 to less than 225	0.4*
225 to less than 300	0.6**
300 to less than 325	0.8**
325 to less than 400	0.6
400 to less than 500	0.8
500 to less than 600	1.0
600 to less than 700	1.2
700 to less than 800	1.4
800 to less than 900	1.6
900 to less than 1000	1.8
1000 to less than 1100	2.0
1100 to less than 1200	2.2
1200 to less than 1300	2.4
1300 to less than 1400	2.6
1400 to less than 1500	2.8
1500 to less than 1600	3.0
1600 to less than 1700	3.2
1700 to less than 1800	3.4
1800 to less than 1900	3.6
1900 to less than 2000	3.8
2000 or greater	4.0

*From the beginning of 2022, CCT allocated to schools with enrolments from 200 to 224 will receive a supplementation of 0.2FTE to support the creation of a school based HODC.

** CCT allocated to schools with enrolments from 225 to 324 includes a supplementation of 0.2FTE to support the creation of a school based HODC position with teaching loads as follows: 225 to less than 300 enrolments – 0.6 teaching load, 300 to less than 325 enrolments – 0.5 teaching load.

- 4.7.2 The CCT allocated to special schools will be as follows:

(a)

Band	FTE
6	0.4
7	0.6
8	0.8
9	1.0
10	1.4

11	1.8
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4.7.3 The allocation of CCT to special schools will be no less favourable than currently provided.

4.8 Administration Time – Teaching Principals

4.8.1 The Teaching Principal administration time (referred to as Principal release time / Teaching Principal release days) will be as follows:

(a)

Enrolment	Release Time
0 – 25 students	0.10 FTE
26 – 99 students	0.15 FTE
100 – 124 students	0.25 FTE
125 – 134 students	0.50 FTE
135 – 144 students	0.60 FTE
145 – 154 students	0.70 FTE
155 – 164 students	0.80 FTE
165 – 174 students	0.90 FTE
175 students and above	1.00 FTE

4.8.2 Effective from 23 January 2023, the Teaching Principal administration time for Principals with up to 124 student enrolments will be increased to:

(a)

Enrolment	Release Time
0 – 25 students	0.10FTE to 0.20 FTE
26 – 99 students	0.15FTE to 0.25 FTE
100 – 124 students	0.25 FTE to 0.30 FTE

4.8.3 The release time may be utilised according to local need, to engage in professional development and regional principal meetings or other activities required to support the good order and management of the school.

4.8.4 The release time is allocated in addition to NCT and CCT. The timetabling of NCT for Teaching Principals will be subject to local arrangements, provided that NCT, if accrued, is accessed by the end of each school term.

4.9 Extension of Spread of School Hours

4.9.1 The parties recognise the existence and currency of the hours of work provisions of the Award. Rostered duty time can exceed more than eight hours following consultation with the LCC for student free days only.

4.9.2 There are 25 mandatory staff professional development hours (i.e. five staff professional development days) per year [also referred to as student free days]. At least 15 hours may be worked on the three gazetted student free days.

4.9.3 The staff professional development day in the third last week of Term 3 is also fixed, however may be converted to flexible through consultation at the local level.

4.9.4 The remaining 10 hours will be worked as determined through consultation at the local level.

4.9.5 Within the 25 mandatory staff professional development hours, the use of 22 hours will be determined by the Principal with the remaining three hours used at the teacher's discretion.

4.9.6 Where the Australia Day public holiday falls on the first Tuesday of a school year, Monday of that week may be designated as an additional staff professional development day and used for other purposes to be determined at the local level. The hours can be converted to flexible through consultation at the local level.

4.9.7 As determined at the local level, one day non-instructional time per Instrumental Music Instructor/Teacher will be provided in the last week of Term 4. A TRS day or backfill will not be required.

4.10 Cultural Respect, Recognition and Support

4.10.1 The parties recognise that First Nations employees may experience racism and environments that are culturally unsafe. The parties are committed to eliminating racism from schools and creating inclusive workplaces including the provision of ongoing cultural capability in workplaces.

4.11 Productivity, Service and Reform Initiatives

4.11.1 The parties commit to productivity, service enhancement and long-term reform initiatives as characterised by workforce planning and management initiatives that meet the Objectives of this Agreement.

4.12 Maximisation of Permanency and Conversion

4.12.1 The Department reaffirms its commitment to the maximum employment security for permanent employees of government. As such, temporary teacher numbers as a proportion of teacher establishment numbers will be carefully monitored with a view to identifying any significant data that would exceed current levels of temporary employment.

4.12.2 Whilst the Department will commit to restrict temporary or casual employment to bona fide short-term engagements (12 months or less), the Unions recognise the need to maintain the use of temporary or casual employment in respect of vacancies for transfers or bona fide short-term projects. The parties recognise the use of temporary and casual employment as legitimate organisational options.

4.12.3 The parties will agree on a process to operationalise the requirements of *Directive 09/20 – Fixed term temporary employment* (or its replacement) and terminate the *Temporary State School Teachers and Instrumental Music Instructors Memorandum of Agreement*.

4.13 Minimum Engagement of Temporary Teachers

4.13.1 The minimum period of engagement for a teacher in a temporary capacity is five days provided that the engagement is for a continuous period of at least five days or a period of at least five days established as a regular pattern of work.

4.13.2 Where a supply teacher is engaged at the commencement of a five day period that then results in a need for a temporary teacher they must be paid at the supply teacher rate for the days on which they were engaged in a supply teaching capacity.

4.13.3 *Supply Teachers – Meal break*

4.13.3.1 A supply teacher, will be entitled to an uninterrupted 45 minute meal break each day between 1100 and 1400 which will not be considered rostered duty time. The total period for uninterrupted meal breaks is no less than 225 minutes per teacher per week. These hours cannot be averaged due to the nature and circumstances of the employment. A supply teacher is also entitled to a paid 10 minute rest pause period in addition to the 45 minute uninterrupted meal break. A total rest pause and meal break period may be provided at an alternative time determined by agreement between the Principal and individual teacher.

4.13.3.2 Where schools have opted, via the LCC, to reduce their uninterrupted meal break to 30 minutes per day, supply teachers will receive an uninterrupted 30 minute meal break at one break time and their rest pause and outstanding 15 minutes in an alternate break time.

4.14 Temporary Teacher Professional Development

4.14.1 Temporary teachers are acknowledged members of the school community and the parties acknowledge their shared interest in, and commitment to, advancing temporary teacher professional development matters.

4.14.2 Temporary teachers are required to attend student free days that fall within the period of their temporary engagement.

4.14.3 Temporary teachers are required to attend professional development opportunities outside of school hours where those professional development opportunities are provided in lieu of student free days that fall within their temporary engagement period.

4.14.4 Temporary teachers employed for one term or longer at a school are required to participate in:

- (a) the APR process in accordance with *Directive 15/20 – Positive performance management* (or its replacement) and Department processes;
- (b) collegial engagement in classrooms; and
- (c) undertake professional development in accordance with Part 10.

4.14.5 Where temporary teachers are required by the Department, including a school to attend additional student free

days, they shall be paid for their attendance.

- 4.14.6 Temporary teachers engaged from the commencement of the school year for a minimum of one semester will be required to attend the two mandatory student free days that fall in the period prior to the commencement of student instruction.
- 4.14.7 The Department will provide temporary employees and supply teacher employees access to professional development opportunities as follows:
- (a) Temporary teachers engaged on contract at a school will be invited to access in-service/professional development opportunities offered by the school provided that their attendance does not incur additional costs for the Department. These costs may include program costs and costs associated with the engagement of supply teachers for professional development held during rostered duty time.
 - (b) Temporary teachers or supply teachers who are engaged with or have an active application with the Department may be invited to access professional development opportunities provided at a Regional, District or cluster level offered by the Department. Such access will be offered on the basis that their attendance does not incur additional costs for the Department and that any fees or contributions required of permanent employees for attendance and materials shall be payable by temporary and casual relief teachers, where applicable.

4.15 Attraction and Retention

- 4.15.1 The Department is committed to giving all children a great start, engaging young people in learning, creating safe and inclusive workplaces and investing in communities for a stronger Queensland. Essential to that success is attracting and retaining professionals whose cultures and voices will be heard and respected, who will be actively supported as individuals and who will help deliver a great future for every Queenslander.
- 4.15.2 The parties recognise the unique opportunities and challenges associated with working in regional, rural and remote Queensland state schools.
- 4.15.3 *Recognition of Rural and Remote Service Scheme*
- 4.15.3.1 The parties are committed to supporting teachers in rural and remote state schools in Queensland through a range of benefits and financial allowances set out in the RoRRS.
- 4.15.3.2 The parties agree that the RoRRS advisory committee will continue in its role of informing the parties on proposed strategies to attract and retain teachers in rural or remote areas of Queensland and to review incentives accessible under this scheme.
- 4.16.3.3 As determined by the TR consultation group, schools that are subject to two or more points within the TR scheme will be reviewed on an annual basis.
- 4.15.3.4 The TR consultation group terms of reference will determine the criteria, process and timing in which schools will be reviewed annually.
- 4.15.3.5 Schools that have been determined by the RoRRS advisory committee for potential TR changes may either have the TR increased or downgraded.
- 4.15.3.6 The requirement for any increase or decrease of TR will be as a consequence of a change that has been in effect for two consecutive years in a row.
- 4.15.4 *RoRRS Scheme Additional Discretionary Leave*
- 4.15.4.1 Additional discretionary leave is available as part of the RoRRS Scheme and may be used to assist in attending medical or personal business that cannot be conducted in the remote centre. RoRRS Scheme additional discretionary leave is available to eligible teachers in rural or remote (TR4 – TR7) state schools as follows:

(a)

Transfer Rating	RoRRS additional discretionary leave (per school year)
4	2 days
5	4 days
6 - 7	5 days

- 4.15.4.2 RoRRS Scheme additional discretionary leave is provided on a pro rata basis for part-time employees.

4.15.5 *Recognition of Service and Recognition of Location Travel*

- 4.15.5.1 The RoRRS Scheme Recognition of Service payment and Recognition of Location Travel allowance will be paid in accordance with this Agreement and no additional payments will apply.
- 4.15.5.2 Effective from 23 January 2023, Recognition of Service payments will be paid from year 1 to year 8 in rural or remote (TR4 – TR7) state schools as follows:

(a)

Recognition of Service Payment			
Transfer Rating	Year 1	Year 2	Year 3 – 8
	(\$)	(\$)	(\$)
4	1,200.00	1,800.00	2,400.00
5	1,800.00	2,700.00	3,600.00
6	2,400.00	3,600.00	4,800.00
7A	3,000.00	4,500.00	6,000.00
7B	3,000.00	4,500.00	6,000.00
7C	3,000.00	4,500.00	6,000.00

(b) The Recognition of Service payments are fixed for the life of the Agreement.

- 4.15.5.3 The total Recognition of Service payment and the Recognition of Local Travel allowance will be clearly itemised on the payslip to indicate the relevant payments for each entitlement.
- 4.15.5.4 In circumstances where a teacher can access the Recognition of Location Travel allowance – dependant, the payment will be comprised of two distinct components, namely the Recognition of Location Travel allowance – teacher and the Recognition of Location travel allowance – dependant.
- 4.15.5.5 The Recognition of Location Travel allowance – teacher and the Recognition of Travel allowance – dependant will be clearly itemised on the payslip to indicate the relevant payments for each entitlement.
- 4.15.5.6 Effective from 23 January 2023, the Recognition of Location Travel allowance – dependant (2 years +) will be paid at the same rate as Recognition of Location Travel allowance – teacher.

4.15.6 *Recognition of Location Travel – additional flight option*

- 4.15.6.1 Teachers who are located on the most remote locations in the state will be provided with an additional flight per annum to a main transit centre. All teachers at the relevant location will be provided the same flight at the same vacation period which will be determined at the local level.
- 4.15.6.2 Effective from 23 January 2023, additional flight options will be as follows:

(a) in addition to the existing Extreme Remoteness Flight, teachers at Duan and Stephen Island schools the option of choosing the Recognition of Location Travel – flight option instead of the Recognition of Location Travel allowance; and

(b) part-time teachers will be provided the same benefit as full-time teachers for the Recognition of Location Travel – additional flights at Mornington Island and Pormpuraaw schools.

- 4.15.6.3 A schedule of sites will be determined by the RoRRS advisory committee taking into account, but not limited to, factors such as charter costs, regular transport service and the base cost to a service centre. The schedule will outline the schools eligible for the additional return flight to a main transit centre.

4.15.7 *Beginning Teachers*

- 4.15.7.1 A beginning teacher in a position placed in rural or remote (TR6 – TR7) state school will be entitled to a one-off payment of \$1000, in the first available pay period. This payment ceases on 22 January 2023.

(a) Effective from 23 January 2023, a beginning teacher placed in a rural or remote (TR4 – TR7) state school will be entitled to a one-off payment, in the first available pay period as follows:

Beginning Teacher one-off payment	
Transfer Rating	(\$)
4	1,000.00
5	1,000.00
6	1,500.00
7A	2,000.00

7B	2,000.00
7C	2,000.00

(b) The beginning teacher one-off payment is fixed for the life of the agreement.

4.15.8 *Professional Learning Opportunities*

4.15.8.1 Application for a learning grant will be available for a Master of Education or other approved postgraduate Master's degree for all teachers (with a minimum two years teaching experience) located in TR4 – TR7 state schools. Annually applicants will be required to provide the Department evidence of successful completion of the minimum subjects towards the approved qualification. Payment will be made before the commencement of Term 2 of the following year, regardless of the teacher's current location.

4.15.8.2 Professional learning opportunities will be granted up to the available budget allocation of these grants prioritising:

(a) a Master of Education; and

(b) recipients by remoteness and school context.

4.15.9 *Regional Attraction and Retention Payment*

4.15.9.1 Effective from 23 January 2023, where evidence of attraction and retention issues exist, the Chief Executive may approve a permanent or temporary teacher appointed in a regional (TR2 – TR3) state school an attraction and retention payment of \$900.00 per annum, whilst the teacher remains at the school.

4.15.9.2 The regional attraction and retention payment is fixed for the life of the agreement.

4.15.10 *Expatriate Attraction and Retention Payment*

4.15.10.1 Effective from 23 January 2023, where evidence of attraction and retention issues exist, the Chief Executive may approve a permanent or temporary teacher (returning from overseas) appointed in a regional, rural or remote state school an expatriate one-off payment of \$2,000.00.

4.15.10.2 The expatriate attraction and retention payment is a one-off payment fixed for the life of the agreement.

PART 5. CLASSIFICATION STRUCTURE

5.1 Internship Programs

5.1.1 The parties recognise that the Department continuously pursues initiatives to attract high quality applicants into the teaching profession and address areas of workforce shortage.

5.1.2 Where the Department provides employment opportunities interns will be appointed to a salary within Band 1.

5.1.3 Interns will be appointed to a salary step within Band 1 and will remain in Band 1 until the intern has completed their teaching qualification. Service at Band 1 will be recognised for the purpose of calculating service for classification upon completion of the teaching qualification.

5.1.4 The Department will consult with the QTU on current and future internship program arrangements.

5.1.5 For the purpose of Department internship programs (e.g. Turn to Teaching), effective from 23 January 2023, two additional TRS days, per year (one per semester), will be allocated to each supervising teacher (full-time equivalent (FTE)). The release time should be accessed by the supervising teacher to support, mentor and undertake assessment of an intern.

5.2 Community Teachers

5.2.1 Community Teachers play a critical role in First Nations school communities. The Department is committed to supporting and developing a career path for Community Teachers in recognition of the unique challenges in these roles.

5.2.2 Community Teachers Transition

5.2.2.1 Community Teachers will no longer be distinguished as *Community Teacher A* or *Community Teacher B* as defined in Schedule 1 and referenced in clause 12.10.2(a) of the Award.

- 5.2.2.2 Effective from 1 July 2022, the current seven steps will be reduced to four steps and employees will be transitioned in accordance with the transition table at 5.2.2.3(a).
- 5.2.2.3 Employees classified at steps 1 – 4 will transition to step 1 to ensure no disadvantage. Employees classified at steps 5 – 7 will transition to steps 2 – 4 respectively. Employees will have an amended incremental progression anniversary date of 1 July each year, up to the maximum salary of the classification.

(a)

Current Community Teacher	Salary	New Community Teacher	Salary
	1/01/2022		1/07/2022
	\$p.a		\$p.a
Step 1	55,283	Step 1	69,160
Step 2	58,270		
Step 3	61,286		
Step 4	64,417		
Step 5	67,561	Step 2	71,761
Step 6	69,940	Step 3	74,360
Step 7	72,353	Step 4	76,961

- 5.2.2.5 A Community Teacher in the first year of service shall be appointed Step 1 of the classification level. Consequently clause 12.4(a) and 12.4(b) of the Award no longer apply.
- 5.2.2.6 Clause 12.10.2 (Transition from Assistant Teacher to Community Teacher) of the Award will now be determined as follows:

(a)

Transition from assistant teacher to community teacher	Step on community teacher scale
Under 4 years' experience as assistant teacher	Step 1
4 but less than 6 years' experience as assistant teacher	Step 2
6 but less than 8 years' experience as assistant teacher	Step 3
8 or more years' experience as assistant teacher	Step 4

5.2.3 *Senior Community Teacher*

- 5.2.3.1 To support a career pathway for employees working in schools in First Nations communities, a Senior Community Teacher will be introduced.
- 5.2.3.2 A Community Teacher will be eligible for progression to Senior Community Teacher when they apply and meet the following criteria:
- (a) employment with the Department as a permanent Community Teacher;
 - (b) who has been on step 4 for at least 12 months from 1 July 2022; and
 - (c) signs an undertaking committing to perform higher level duties to be incorporated into a Personal Action Plan.

5.3 **Classification structure**

- 5.3.1 The parties agree to continue to apply a three-streamed classification structure. The classification structure will differentiate between teaching and leadership positions.

5.4 **Stream 1 – Classroom Teachers**

- 5.4.1 Stream 1 prescribes classification, remuneration and increment progression arrangements for classroom teachers, highly accomplished teachers, lead teachers and coaches.
- 5.4.2 *Beginning Teachers*
- 5.4.2.1 The parties acknowledge the importance of providing beginning teachers with access to an experienced practitioner who can provide feedback and support, share ideas and encourage reflection, development and growth.
- 5.4.2.2 The parties commit to providing beginning teachers with access to structured mentoring support including the additional non-contact time in clause 4.3.2 and other components of a mentoring program as agreed at the local level.
- 5.4.2.3 Effective from 23 January 2023, a Queensland or interstate graduate engaged as a beginning teacher will be

reimbursed for an application with the QCT.

5.4.3 *Senior Teacher*

5.4.3.1 Three months prior to being eligible for progression to ST the teacher will complete an undertaking and personal action plan for ST as part of the APR process.

5.4.3.2 A single form will be used to incorporate the ST undertaking and personal action plan into the APR process for eligible teachers.

5.4.4 *Experienced Senior Teacher*

5.4.4.1 Experienced Senior Teacher (EST) will be available to any teacher with two or more years' satisfactory service as a ST or Senior Instrumental Music Teacher.

5.4.4.2 EST will also be available to:

(a) Any Senior Instrumental Music Instructor with five or more years of satisfactory service as a Senior Instrumental Music Instructor.

(b) Newly appointed employees from other education authorities (e.g. interstate or other sectors) who meet all the following criteria:

(i) relevant satisfactory service in accordance with 5.4.4.1 and 5.4.4.2(a) with a recognised employing authority;

(ii) completion of the process as required in accordance with 5.4.4;

(iii) the application and performance are verified in writing by the school principal or relevant recognised employing authority in the other jurisdiction;

(iv) the application and performance information is verified by a principal (or nominee) of the Department to confirm the teacher meets the requirements of the EST level.

5.4.4.3 EST will be accessed through a process, including a form and local assessment panel agreed between the parties.

5.4.4.4 EST2 will be accessed following:

(a) three years' service on EST1; and

(b) an APR discussion between the employee and supervisor using the Australian Institute of School Leadership (AITSL) Highly Accomplished Teacher competencies to inform the APR discussion.

5.4.4.5 There is no requirement for an EST Performance Development Plan to contain a goal to align to the Highly Accomplished Teachers' focus areas and standard descriptors.

5.4.5 *Promotional Positions*

5.4.5.1 Further to clause 12.3.4 of the Award, the parties agree that employees in promotional positions, will be afforded reversionary rights to ST/EST (without application) under the following circumstances:

(a) completed satisfactory length of service requirements for either ST or EST; and

(b) the Regional Director/Assistant Regional Director or Principal verifies that performance in the substantive promotional position is satisfactory and not currently subject to Managing Unsatisfactory Performance (MUP) process.

5.5 **Highly Accomplished Teachers and Lead Teachers**

5.5.1 HAT and LT are teachers who have been certified at the HAT or LT career stage of the Australian Professional Standards for Teachers (APST) through the national process, applied by the Certifying Authority in each participating state or territory, and who are currently nationally recognised.

5.5.2 Certification is for five years (the certification period), at which time it must be renewed to continue.

5.5.3 There will be no quotas on applicants or successfully certified HAT or LT classifications.

- 5.5.4 The basis for certification as a HAT or LT is recognition of professional standards, not undertaking of additional duties.
- 5.5.5 *Eligibility*
- 5.5.5.1 An employee may be eligible to apply for certification as either a HAT or LT should they meet all of the following requirements:
- (a) is an Australian citizen or permanent resident ('permanent resident' means the holder of a permanent visa within the meaning of section 30(1) of the *Migration Act 1958* (Cth));
 - (b) holds full teacher registration;
 - (c) has a minimum of five years of registered recognised teaching experience as at the next date designated for portfolio submission;
 - (d) meets mandatory teaching requirements that have an 'authentic' teaching role (i.e. hold on ongoing teaching role with students that requires the applicant to plan, prepare, teach, differentiate, assess and report (to students and parents) on student outcomes of an educational program);
 - (e) for HAT certification, has completed at least two APR in the two years preceding application; or
 - (f) for LT certification, has completed at least three APR in the three years preceding application; and
 - (g) has engaged in a professional discussion with the Principal or, where the Principal has delegated that responsibility to a delegate, with the delegate, on their readiness to apply.
- 5.4.6 *Support for Eligible Applicants*
- 5.5.6.1 Upon request to their Principal, eligible applicants will be provided with the opportunity to be relieved from their normal duties for a total of one TRS day in order to support the preparation of their HAT or LT application.
- 5.5.6.2 This opportunity is to be provided on a once-only basis in the first year in which an applicant submits an Expression of Interest (EOI) in which they have met the eligibility criteria, and before they submit their portfolio.
- 5.5.6.3 Any additional TRS time that is provided is at the discretion of the Principal.
- 5.5.6.4 The timing will be subject to mutual agreement between the applicant and their supervisor, taking into consideration the operational needs of the school.
- 5.5.7 *Stream 2 or Stream 3 Certified Teacher Classification Election*
- 5.5.7.1 For employees who obtain certification and who are permanently positioned in Stream 2 or Stream 3, upon certification these employees will be required to make a classification election as follows:
- (a) remain in their substantive Stream 2 or Stream 3 position and continue to be remunerated accordingly; or
 - (b) move to Stream 1 classroom teacher role and be remunerated in Stream 1 in accordance with the relevant classification at which they are now certified (i.e. either HAT or LT).
- 5.5.7.2 Employees who are temporarily relieving in Stream 2 or Stream 3 are required upon certification to make a classification election as follows:
- (a) remain in their relieving Stream 2 or Stream 3 position and continue to be remunerated accordingly for the remainder of the relieving period; or
 - (b) move to a Stream 1 classroom teacher role and be remunerated in Stream 1 in accordance with the relevant classification at which they are now certified (i.e. either HAT or LT).
- 5.5.7.3 The classification election decision in this sub-clause must be made to be effective no later than the date of commencement of payment at 5.5.8.2.
- 5.5.8 *Remuneration*
- 5.5.8.1 A teacher who is currently certified and recognised as a HAT or LT in accordance with the APST, will be paid the HAT or LT rates of pay specified in Schedule 1.
- 5.5.8.2 The date of commencement of payment for a newly certified teacher will be the first gazetted staff professional

development day in the year following certification.

5.5.8.3 A teacher commencing employment with the Department who was certified in another jurisdiction (state or territory) or another sector will be paid the HAT or LT rates of pay for the remainder of their certification period, following confirmation from the QCT as Certifying Authority of the teacher's current national certification status.

5.5.8.4 Payment at the HAT or LT classification level will cease when:

- (a) the certification as a HAT or LT ceases; or
- (b) full teacher registration is withdrawn by the QCT.

5.5.8.5 Where a certified HAT or LT employee is not renewed at the end of the certification period, the teacher will revert to a salary equivalent to that of the EST2 classification at the date the certification ceases.

5.5.9 *Higher Duties or Promotion*

5.5.9.1 Payment at the HAT or LT classification level will cease when an employee obtains ongoing promotion or permanent transfer to a different classification stream.

5.5.9.2 Certified employees who undertake higher duties while certified will be remunerated in accordance with the position in which they are relieving, in line with departmental policies and procedures.

5.5.10 *Reviews*

5.5.10.1 Reviews related to certification and renewal will be in accordance with the requirements and operational procedures of the Certifying Authority and under the relevant legislation.

5.5.11 *Renewal*

5.5.11.1 Renewal of certification is required every five years. To be eligible, applicants must hold full registration, have been nationally certified as a HAT or LT for the previous five year period; and:

- (a) meet mandatory teaching requirements that have an 'authentic teaching role' (i.e. hold an ongoing teaching role with students that requires the applicant to plan, prepare, teach, differentiate, assess and report (to students and parents) on student outcomes of an educational program); and
- (b) have continued to complete APR at the relevant HAT or LT career stage in the previous five years.

5.6 Coaches

5.6.1 Any teacher performing the role of Coach will be remunerated at Stream 1 – coach classification level in accordance with Schedule 1. Typically, a teacher performing the role of a Coach would occupy the position for a period of no more than three years, unless otherwise approved.

5.6.2 Upon completion of the teacher performing the role of a Coach, the teacher will revert to their substantive classification prior to taking up the role with recognition of service.

5.7 Stream 2 – Heads of Program

5.7.1 Stream 2 prescribes classification, remuneration and increment progression arrangements for employees holding the positions of HODC, HOD, HOSES, GO, SGO or as otherwise determined by agreement between the parties.

5.8 Stream 3 – School Leaders

5.8.1 Stream 3 prescribes classification, remuneration and increment progression arrangements for employees holding the leadership positions of Deputy Principal or Principal.

5.8.2 Clause 12.3.3. of the Award does not apply to the appointment of Deputy Principals.

5.8.3 Employees within this stream will participate in an agreed formalised annual process to confirm an agreement of expectations and review performance based on the current school improvement and accountability framework or agreed alternative.

5.9 Principals

- 5.9.1 Principals will be classified as follows and paid in accordance with Schedule 1:
- (a) Principal Level 1
 - (b) Principal Level 2
 - (c) Principal Level 3
 - (d) Principal Level 4
 - (e) Principal Level 5
 - (f) Principal Level 6
 - (g) Principal Level 7
 - (h) Principal Level 8
 - (i) Principal Level 9
 - (j) Principal Level 10
- 5.9.2 Clause 12.3.1 of the Award will no longer apply.
- 5.9.3 The rate of pay for a Principal will be based on *Principal Classification: Total Government Resource Thresholds* in Schedule 2. This schedule reflects indexation for the life of this Agreement. The datasets to calculate the total government resourcing for use in the classification process are:
- (a) Human resources – the staffing units allocated to the school following the Day 8 process. This data will be sourced from the School Budget Solution (SBS) once the Day 8 allocations are finalised.
 - (b) Financial resources – the full year of school appropriations from the year prior. This data will be sourced from the School Appropriation Payments Application (SAPA) following the last appropriation payment for the year.
- 5.9.4 The classification of all Principals will be reviewed annually against the thresholds prescribed in Schedule 2.
- 5.9.5 The Chief Executive may engage a Principal at a different classification level for a special purpose as determined by the Chief Executive.
- (a) As an interim measure pending the outcomes of the review of state school resourcing arrangements:
 - (i) Primary school Principals with student enrolments greater than 1100, may, in exceptional circumstances be engaged for an appointment to a higher level (i.e. Level 8 or Level 9).
 - (ii) Where school resourcing allocates a Principal Level 3 and a Deputy Principal to a school, the Principal may be eligible for an appointment to a higher level (i.e. Principal Level 4).
- 5.9.6 In circumstances where the review of the *Principal Classification: Total Government Resource Thresholds* allocation to a school results in the principal moving to a classification level that is above the current principal classification level, the Principal will, while they remain in the position at that school, commence on the new classification effective from the first day of the year in which the review occurred, except where the Principal has previously broad banded in accordance with clause 5.10.
- 5.9.7 In circumstances where the review of the *Principal Classification: Total Government Resource Thresholds* allocation to a school results in the principal moving to a classification level that is below the current principal classification level, the following will apply:
- (a) The first occasion that the classification moves down is categorised as the Year 1 below level – review year.
 - (b) The subsequent year of the classification level moving below, the Principal shall be notified, they will remain at this classification and commence Salary Maintenance Year 1 from the commencement of that year (Year 2 below level).
 - (c) Should the school classification level remain the same for the following year (Year 3 below level), the

Principal shall continue salary maintenance.

(d) At the next review of the *Principal Classification: Total Government Resource Thresholds* allocation should the school maintain a classification that is at a level that is below the maintained principal classification level, the Principal shall be notified that from the beginning of the school year (Year 4 below level), that their classification will revert to the relevant level in accordance with Schedule 1.

5.9.8 At any time the Principal may seek assistance from the Department to redeploy to another school that is classified at a classification level in accordance with the Principal's classification level prior to the change in classification level.

(a)

School Year				
ERC Review Stage	Year 1 below level – review year	Year 2 below level	Year 3 below level	Year 4 below level
	Existing school threshold not met	Existing school threshold not met	Existing school threshold not met	
	(Year 1 below level – review year)	(Year 2 below level)	(Year 3 below level)	
School Classification Level	Review year / on notice – Year 1 below level	Year 2 below level	Year 2 below level / school classification lowered	
Principal Classification Level	Year 1 below level – review year	Year 2 below level / salary maintenance Year 1	Year 3 below level / salary maintenance Year 2	New (lower) Principal classification level commences

5.9.9 *Promotional Position Classification Structure Maintenance Arrangements*

5.9.9.1 The provisions of 5.9.9 apply to employees who transitioned as at 1 July 2019 in line with Schedule 3 of the *Department of Education State School Teachers' Certified Agreement 2019*.

5.9.9.2 Employees appointed to a Principal level position that transitioned to a lower classification level and who have been maintained at a Principal classification level and paypoint equivalent to their classification prior to 1 July 2019 will have these transition arrangements maintained whilst employed in the position they transitioned to.

5.9.9.3 Where an employee leaves their transitioned position (including, but not limited to, appointment, relocation, transfer, EOSD, higher duties or secondment), these maintenance arrangements will cease and conditions applicable to the position to which they are being appointed will apply.

5.9.9.4 Employees with maintenance arrangements who leave their substantive position because of EOSD, higher duties or secondment will resume their maintenance arrangements upon return to their substantive position.

5.10 Promotional Positions

5.10.1 Broad banding:

(a) Broad banding of Principal and HOSES positions will involve the grouping of adjacent Stream 2 or Stream 3 levels in order that a person appointed on merit or through relocation to a school of a particular level may progress to the higher level in cases where the school has been re-evaluated to the next level.

(b) A Principal or HOSES shall be eligible for only one such progression in accordance with this provision without an appointment to a higher level through merit selection process.

(c) A second progression may occur for Principals following a closed merit selection process. This process will include the substantive Principal and at level Principals who have submitted an application for relocation.

5.10.2 Position re-evaluation

(a) For the purposes of this Agreement, clause 12.3.5 of the Award will apply to all employees remunerated under Heads of Program and School Leaders of this Agreement.

5.10.3 Deputy Principal – Special Education

- (a) As determined by the Evaluation Review Committee (ERC) where a Special Education program warrants a HOSES greater than a HOP Level 2 it will transition to the Deputy Principal classification.
- (b) A HOSES who broad bands to the Deputy Principal classification under these circumstances will be entitled to hold school leadership positions within special education programs or special schools only.
- (c) A Deputy Principal (Special Education) may apply for relocation to school leadership roles in other sectors but their entitlement to access these roles will be determined by the Applicant Review Panel.

5.11 Incremental Progression

- 5.11.1 Incremental progression will not be impacted by an employee's part-time employment fraction. Consequently, clause 12.9.5 of the Award does not apply.
- 5.11.2 Subject to the provisions of the Award, progression from one salary step to the next salary step by increment will be subject to satisfactory performance.
- 5.11.3 Employees who are subject to a MUP (Stage 2 or beyond) process at the time of their increment will not be entitled to progress to the higher increment.
- 5.11.4 An employee who was previously subject to a MUP (Stage 2 or beyond) process and who is subsequently found to be performing satisfactorily, will be entitled to progress by increment from the date on which they are deemed to be performing satisfactorily and each anniversary of the date on which they are deemed to be performing satisfactorily thereafter (subject to continued satisfactory performances).

5.12 Education Officer – Special Duties secondment

- 5.12.1 An EOSD secondment applies in circumstances where a non-teaching role mandatorily requires the employee to hold qualifications, registration, contemporary knowledge and school-based experience in areas of curriculum, teaching and learning or school management issues for completion of responsibilities of the non-teaching role.
- 5.12.2 An EOSD secondment is:
 - (a) to a non-teaching role that requires teaching experience e.g. a teaching/education qualification, teacher registration, teacher expertise or skill set;
 - (b) for a defined period of time up to three years, except in exceptional circumstances as approved by the relevant Deputy Director-General; and
 - (c) applicable to employees engaged as teachers, including School Leaders and Heads of Program.
- 5.12.3 Normally, an employee will be paid at the designated classification level of the position. As a mechanism to attract and retain, and where the classification of the position is lower than an employee's substantive classification and paypoint, a decision maker may appoint an employee at their substantive classification level and paypoint. An employee will revert to their substantive classification level and paypoint at the end of the EOSD secondment.
- 5.12.4 Employees will progress from one salary step to the next salary step in accordance with clause and in conjunction with the Award.
- 5.12.5 An EOSD secondment will not alter the date at which the employee is entitled to incremental progression within their substantive classification level.
- 5.12.6 The ordinary hours of work are a minimum of 7.25 hours within the daily spread of hours of 6:00am to 6:00pm, Monday to Friday.
- 5.12.7 Employees are entitled to paid school vacations (which includes their entitlement to annual leave during summer vacation) that occur while on an EOSD secondment.
- 5.12.8 Schedule 3 of the *Queensland Public Service Officers and Other Employees Award – State 2015* does not otherwise apply while an employee is seconded as an EOSD and the employee will not be eligible to accrue accumulated day/s off or recreation leave.
- 5.12.9 In exceptional circumstances where the EOSD position requires work to be performed over school vacation periods, the EOSD will be entitled to commensurate time off at an agreed time in lieu of the days required to work during the school vacation.

Part 6. SALARIES AND SUPERANNUATION

6.1 Salary Increases

6.1.1 This Agreement provides for payment of increases to salaries as set out in Schedule 1.

6.1.2 The following salary increases are incorporated in the salaries set out in Schedule 1.

(a) 4% on 1 July 2022;

(b) 4% on 1 July 2023; and

(c) 3% on 1 July 2024.

6.1.3 This Agreement provides for remuneration based on classification levels related to skills required to perform the role so that a female employee doing the same work as a male employee will receive equal remuneration. The classification structure and associated salaries are contained within Schedule 1 of this Agreement.

6.2 Cost of Living Adjustment Payments

6.2.1 Definitions

6.2.1.1 The following definitions apply for the purposes of the Cost of Living Adjustments (COLA) Payments clause:

agreement year – means one of the three 12 month periods from 1 July in one year to 30 June in the following year that includes a *calculation date*.

base wages – for an *eligible employee*, means the salary actually payable to the particular employee in the relevant *agreement year* for work covered by this Agreement and includes higher duties performed by the employee under this Agreement and includes the casual loading where applicable. It does not include any other allowances or additional payments howsoever described (such as: disability allowances or special rates, all-purpose allowances, overtime payments, shift penalties, weekend penalties, public holiday penalties, aggregated penalties or allowances, any payments of accrued leave where the leave is not taken; any payments for TOIL where the TOIL is not taken, COLA payments from previous periods, etc.).

calculation date – means, either:

- 30 June 2023 (COLA Payment Year 1); or
- 30 June 2024 (COLA Payment Year 2); or
- 30 June 2025 (COLA Payment Year 3).

COLA payment percentage – see section 6.2.3.2.

CPI – means the Brisbane Consumer Price Index (all groups, March quarter annual percentage change from the March quarter of the previous year), for the March that falls within the relevant *agreement year*, as published by the Australian Bureau of Statistics. Treasury will advise agencies of the CPI relevant to COLA considerations upon its release in each year.

eligible employee – see section 6.2.2.

Queensland government employee – means a person employed in a government entity, as defined in section 24 of the *Public Service Act 2008* as in force at 1 October 2022, and the entities specified at sections 24(2)(c), 24(2)(d) and 24(2)(h) of the Act: the parliamentary service, the Governor’s official residence and its associated administrative unit, and the police service.

salary increase under the Agreement – means the salary increase of either 4%, 4% or 3%, as specified in clause 6.1 of this Agreement, that occurs at the commencement of an *agreement year*.

6.2.2 Eligibility

6.2.2.1 *Eligible employees* covered by this Agreement may be entitled to receive Cost of Living Adjustment (COLA) payments based on the *calculation dates*, for up to three years only, and ending for the *calculation date* of 30 June 2025.

6.2.2.2 An employee is an *eligible employee* if they performed work under this Agreement during a relevant *agreement year* and they are covered by this Agreement on the relevant *calculation date* for the associated COLA Payment.

- 6.2.2.3 In recognition of employee mobility across the sector, where an employee would otherwise be an *eligible employee* in accordance with clause 6.2.2.2, but they are not covered by this Agreement on the relevant *calculation date* due to being employed elsewhere as a *Queensland government employee* on the *calculation date*, they will be deemed to be an *eligible employee* for the associated COLA Payment. To facilitate payment of the COLA Payment in this circumstance, the employee is required to provide relevant details of their eligibility to payroll.alert@qed.qld.gov.au.

Example – an employee works for the first 3 months under this Agreement, during a relevant agreement year, then takes up employment with a different department. They remain employed with the new department as at the relevant calculation date under this Agreement. Provided the employee provides the required notice and details of their current employer (as specified above) which confirms that they are a Queensland government employee as at the calculation date, they will be an eligible employee for that particular COLA Payment.

- 6.2.2.4 An employee who starts being covered by this Agreement after a *calculation date* is not eligible for the associated COLA Payment.

Example – an employee starts being covered by the agreement on 17 July 2023. The employee is not eligible for COLA Payment Year 1.

- 6.2.2.5 An *eligible employee* who did not perform work under this Agreement for the full *agreement year*, will receive a pro-rata COLA payment by reference to the *base wages* they received that was attributable to work under this Agreement.

Example one – an eligible employee is employed and works for 5 months under this Agreement during a relevant agreement year. Their base wages for the agreement year will reflect the 5 months they worked.

Example two – an eligible employee is employed for 12 months under this Agreement during a relevant agreement year and in those 12 months, works for 6 months, takes 3 months leave at half pay and takes 3 months leave without pay, under this Agreement. Their base wages for the agreement year will reflect the 6 months they worked, 3 months where they earned half pay and 3 months where they earned no pay.

Example three – an employee is employed for 12 months under this Agreement during a relevant agreement year and in those 12 months, works for 6 months under this Agreement and is temporarily seconded and works for 6 months under a different Agreement. Their base wages for the agreement year will reflect 6 months they worked under this Agreement.

- 6.2.2.6 An *eligible employee* who is a supply teacher or part-time will receive a pro-rata COLA payment based on the hours they worked in the relevant *agreement year* because of the definition of *base wages*.

Example – a part-time employee works 0.6 full-time equivalent during the agreement year. The employee's base wages for the agreement year reflect their hours of work.

- 6.2.2.7 In addition to the other requirements of clause 6.2.2, supply teacher employees are eligible employees provided they have performed work under this Agreement, or as a *Queensland government employee*, within the 12 week payroll period immediately prior to the relevant *calculation date*.

6.2.3 Calculation and payments

Step one

- 6.2.3.1 A COLA Payment is only payable if, for the relevant *agreement year*, *CPI* exceeds the *wage increase under the Agreement*.

Step two

- 6.2.3.2 The relevant COLA Payment is calculated by first determining the percentage difference between the *wage increase under the Agreement* and *CPI* for the relevant *agreement year* and each COLA Payment is capped at 3% (the 'COLA percentage').

Example one: For COLA Payment Year 3, the agreement year is 1 July 2024 to 30 June 2025. The wage increase under the Agreement is 3% on 1 July 2024. In April 2025, the ABS releases the CPI figure for March 2025 as 3.9%. The COLA Payment is calculated as the difference between 3% and 3.9%, i.e. 0.9%. 0.9% is less than the 3% cap, therefore the COLA percentage is 0.9%.

Example two: For COLA Payment Year 1, the agreement year is 1 July 2022 to 30 June 2023. The wage increase under the Agreement is 4% on 1 July 2022. In April 2023, the ABS releases the CPI figure for March 2023 as

7.5%. The COLA Payment is calculated as the difference between 4% and 7.5%, i.e. 3.5%. However, because the COLA Payment is capped at 3%, the COLA percentage is 3%.

Step three

- 6.2.3.3 To calculate an *eligible employee's* COLA Payment, the relevant employee's *base wages* for the *agreement year* are adjusted to determine what their *base wages* would have been if the *relevant wage increase under the Agreement* had not been applied for that *agreement year*. This is done by using the following formula to first determine the value of 'a':

$$a = 100 / (1 + \text{relevant wage increase under the Agreement expressed as a decimal})$$

Then the relevant employee's *base wages* are then multiplied by 'a', where 'a' is expressed as a percentage:

Example: The wage increase in the Agreement for that agreement year was 4% on 1 July 2022. The base wages payable to the relevant employee for the agreement year from 1 July 2022 to 30 March 2023 is \$90,000. The calculation occurs as follows:

- $a = 100 / (1 + 0.04)$
- $a = 96.1538$
- $\$90,000 \text{ adjusted by } 96.1538\% = \underline{\$86,538.42}$

Step four

- 6.2.3.4 The figure from clause 6.2.3.3 is then multiplied by the COLA Percentage calculated in clause 6.2.3.2 to determine the particular employee's COLA Payment for that *agreement year*.

Example: The COLA percentage is 3%.

- $\$86,538.42 \text{ multiplied by } 3\% = \underline{\$2,596.15}$

- 6.2.3.5 COLA Payments are one-off, do not form part of base salary and will be taxed according to the applicable law.

6.2.4 *Timing of information and payments*

- 6.2.4.1 For *eligible employees* under clause 6.2.2, if payable, the relevant COLA Payment will be made within two months following the relevant *calculation date* and release of the *CPI*.

- 6.2.4.2 For *eligible employees* under clause 6.2.2, if payable, the relevant COLA Payment will be made within two months of the employee providing the notice of their employment pursuant to clause 6.2.2.3.

- 6.2.4.3 The Department will provide advice to unions and employees covered by this Agreement on the timing of payroll processing for each COLA payment.

6.3 School Vacation Period and Adjustment

- 6.3.1 Notwithstanding the COLA eligibility requirements outlined at COLA clauses 6.2.2.2 and 6.2.2.3, a supply teacher or temporary teacher, who performs work during term 2 and who does not normally receive pay during the school vacation period which falls during a calculation date, is an eligible employee for the purposes of COLA payments.

6.4 Award Matters

- 6.4.1 It is agreed that during the operation of this Agreement the parties will consent to applications before the QIRC to amend the Award to include the salary rates of the *Department of Education State School Teachers' Certified Agreement 2022*.

- 6.4.2 This consent is provided subject to such applications providing for sufficient gap between current enterprise bargaining wage rates and the intended new Award wage rates as contemplated at Principle 8 (Award Amendments to Give Effect to a Certified Agreement) of the State Wage Case Statement of Policy.

6.5 Superannuation

- 6.5.1 Superannuation contributions will be made to a fund of the employee's choice, provided the chosen fund is a complying superannuation fund that will access contributions from the employer and the employee.

- 6.5.2 The choice must be made in the standard choice form released by the Australian Taxation Office (ATO) or an alternative document determined by the employer that covers all the information that the standard choice form

covers. The employer must implement the employee's choice for superannuation contributions made at any time within two months from the date the employee's choice is received.

- 6.5.3 Where an employee has not chosen a fund in accordance with clause 6.5.1 above, the employer must make superannuation contributions for the employee (including salary sacrifice contributions) to Australian Retirement Trust Pty Ltd, the default fund for Queensland Government departments.

6.6 Salary Packaging

- 6.6.1 Salary packaging is available for all employees covered by this Agreement and in accordance with Queensland Government arrangements.

- 6.6.2 The Department will apply the following principles for employees that avail themselves of salary packaging:

- (a) as part of the salary packaging arrangements, the cost for administering the package, including fringe benefits tax, are met by the participating employee;
- (b) there will be no additional increase in superannuation costs or to fringe benefits payments made by the employer;
- (c) increases or amendments in taxation are to be passed on to employees as part of their salary package;
- (d) the Queensland Government strongly recommends that independent financial advice is obtained by employees prior to entering into a salary packaging and novated leasing agreement;
- (e) there will be no significant administrative workload or other ongoing cost to the employer; and
- (f) any additional administrative fringe benefits tax costs are to be met by the employee.

- 6.6.3 The employee's salary for superannuation purposes and termination payments will be the gross salary which the employee would receive if not taking part in salary packaging.

PART 7. ALLOWANCES

7.1 Allowance Increases

- 7.1.1 This Agreement provides for payment of increases to allowances as set out in Schedule 1.

7.2 Specified Sites Allowance

- 7.2.1 The Department shall pay a fortnightly allowance as set out in Schedule 1 of this Agreement, to employees covered by this Agreement in the following circumstances:

- (a) teachers in specified Special Education Facilities as set out in Schedule 3 of this Agreement;
- (b) teachers in specified school serving First Nations communities as set out in Schedule 4 of this Agreement; and
- (c) teachers in Youth Detention Centres as set out in Schedule 5 of this Agreement.

- 7.2.2 The basis for calculation of this allowance shall be 1% of the fortnightly salary payable to a teacher paid at Band 3 Step 4, or equivalent.

7.3 Other Allowances

- 7.3.1 A 3 year trained senior teacher shall be paid an allowance as set out in Schedule 1 of this Agreement in line with provisions of the Award at 12.6.1(c)(ii)(B).

- 7.3.2 Teachers seconded as advisory teachers shall be paid a secondment allowance as set out in Schedule 1 of this Agreement in line with provisions of the Award at 12.6.1(j).

PART 8. LEAVE

8.1 Access to Long Service Leave as Cultural Leave

8.1.1 Cultural leave is provided in Division 6 of the Act. An employee may apply for long service leave as cultural leave provided that the period of leave sought is not less than one day.

8.2 Paid Parental Leave

8.2.1 An employee will be eligible for paid parental leave in accordance with *Directive 05/20 – Paid Parental Leave* (or its replacement).

8.2.2 In addition, if an employee's periods of employment are:

(a) a combination of long term casual (as defined in Directive 05/20); and

(b) an employee meets all other requirements of Directive 05/20;

an employee will be eligible for paid parental leave.

8.3 Paid Leave During Summer and School Vacation Periods – Temporary Teachers

8.3.1 Temporary teachers who are engaged from the commencement of the school year (including student free days) for the full school year and are re-engaged in a permanent or temporary capacity by no later than the beginning of the third week of the next school year, will be entitled to paid leave for the duration of the summer vacation.

8.3.2 Temporary teachers who are engaged as secondary school teachers who work a full school year and cease employment two weeks or less prior to the end of that school year will be entitled to paid leave for the duration of the summer vacation period if re-engaged in a temporary contract by at least the beginning of the third week of Term 1 of the next school year.

8.3.3 The Department undertakes to work proactively with those teachers who may be eligible to receive the full vacation pay if they are employed in Term 1 of the next year to identify potential positions and appoint them to those positions prior to the end of the school year in an endeavour to enable payments to continue over the summer vacation period.

8.3.4 Temporary teachers who are engaged no later than the beginning of the third week of a school year for the remainder of the school year and then are re-employed in a permanent or temporary capacity from the commencement of the following school year (including student free days) will be entitled to pro rata paid leave calculated in accordance with clause 8.3.6 below.

8.3.5 Temporary teachers who have breaks in service during the course of the school year will receive pro rata paid leave for the summer vacation period provided there is not more than nine school days (excluding student free days) during the school year when they did not work, and who are re-employed by at least the beginning of the third week of the following school year will be entitled to pro rata paid leave in accordance with clause 8.3.6 below.

8.3.6 Eligible temporary teachers' pro-rata entitlement to paid leave during the summer vacation period in accordance with clauses 8.3.4 and 8.3.5 above will be calculated as follows:

$(\text{Number of school days engaged in school year} \div \text{Number of school days in school year}) \times \text{Duration of summer vacation period}$

8.3.7 Except where otherwise entitled to any period of paid leave during the summer vacation period, temporary teachers who work a minimum of 100 days in any one school year and work on a temporary contract for a minimum of 10 days in total during Term 4 of that school year will be entitled to paid leave during the summer vacation period calculated in accordance with clause 8.3.8 below, provided that a teacher who works for all or part of Semester 1 is not re-employed in that school year, will not be entitled to a pro rata payment.

8.3.8 Eligible temporary teachers' pro rata entitlements to paid leave during the summer vacation period in accordance with clause 8.3.7 above will be calculated as follows:

$(\text{Number of school days engaged in school year} \div \text{Number of school days in school year}) \times 20 \text{ days}$

8.3.9 Entitlement to pro rata paid leave during the summer vacation period will not affect the entitlement of temporary teachers to paid leave during mid-year school vacation periods in accordance with the Award.

- 8.3.10 In calculating the entitlement to paid leave during the summer vacation period for temporary teachers, the total period of employment shall include periods of casual supply teaching. However, because casual payments include a loading in lieu of leave benefits, supply teaching service will be counted only to determine eligibility and does not itself attract a pro rata vacation entitlement.

PART 9. HEALTH, SAFETY AND WELLBEING

9.1 Commitment

- 9.1.1 The Department is committed to supporting and promoting a safe and healthy work environment for all employees. The Department will take all reasonable steps to:

- (a) ensure a culture of respect in the workplace;
- (b) promote health, safety and wellbeing;
- (c) ensure employees are treated fairly and concerns are addressed appropriately;
- (d) provide an environment where occupational violence and aggression in any of its forms including physical, verbal and online abuse, is recognised as unacceptable and is not tolerated;
- (e) identify and address risks associated with workplace health, safety and wellbeing of staff;
- (f) facilitate early and safe rehabilitation and return to work for injured staff; and
- (g) implement reasonable adjustments to support staff with medical conditions to safely perform inherent job requirements.

- 9.1.2 Each workplace will take all reasonable steps to:

- (a) identify, prevent, manage and respond to workplace health, safety and wellbeing including the consideration of school security and physical work environment to provide a safe and healthy learning environment for curriculum delivery, particularly for practical subjects;
- (b) undertake Curriculum Activity Risk Assessments (CARA) (where applicable) in informing health and safety considerations, including class sizes in all contexts (e.g. practical subjects and music ensembles) for the delivery of these subjects; and
- (c) ensure all work-related matters (e.g. work-related travel time) for teachers, heads of program and school leaders are reasonable, safe and planned to minimise risk.

9.2 Release time for elected Health and Safety Representatives

- 9.2.1 The Department is committed to effective training of elected Health and Safety Representatives (HSR) as per the requirements of the *Work Health and Safety Act 2011* (Qld) (WHS Act).
- 9.2.2 The Department commits to up to four days TRS funding (release time) to be provided per location (of more than 30 workers) per annum for HSR for the purposes of attending formal Department approved training for their role.
- 9.2.3 The granting of health, safety and wellbeing release time should not impact adversely on service delivery, work requirements and the effectiveness and efficiency of the Department. At the same time, release time shall not be unreasonably refused.

9.3 Workload Management

- 9.3.1 The Department is committed to providing effective work practices that support wellbeing, balance work and personal commitments and a safe work environment. As far as practicable, the work for an individual teacher, head of program and school leader is not to be unreasonable or excessive.
- 9.3.2 Workload allocation is managed by the Principal at the school in accordance with requirements of the Award and this Agreement. The organisation of teacher, head of program and school leader work is determined using the consultative provisions outlined in clause 2.3.
- 9.3.3 In considering the allocation of work to teachers, heads of program and school leaders, the following components, in conjunctions with the Principles of Good Workload Management outlined in clause 9.4, should take into account:

- (a) face-to face teaching;
- (b) the work directly related to the teaching and learning program of teachers' class(es) (such as planning, preparation, assessment of student learning, collaboration, professional development and peer observation including feedback and reflection);
- (c) other duties related to the operation and organisation of the school (such as meetings, bus and playground duties, reporting organisational duties, implementation of government education initiatives); and
- (d) other factors including class sizes in all contexts (e.g. music ensembles), curriculum mix, range of ability and age of students, demands and behaviours of those students, resources available and facilities.

9.4 Principles of Good Workload Management

9.4.1 Effective workload management requires the following:

- (1) Understanding that all teachers, heads of program, school leaders and managers are accountable for effective workload management.
- (2) Discuss and review workload. Allocation of workloads that take into account the training, skill knowledge, career and professional development of individual employees.
- (3) Recognise that changes occur in workplaces on a daily basis and that supervisors and/or managers are responsible for managing workloads.
- (4) Success depends on a strong commitment by both teachers, heads of program, school leaders and managers.
- (5) Equitable distribution of workloads and open and transparent decision making.
- (6) Support decisions that take into account the work-life balance of teachers, heads of program and school leaders.
- (7) Provide flexibility and discretion in applying workload management to ensure delivery, work requirements and the effectiveness and efficiency of the Department are met.
- (8) Maintenance of safe work environments and safe work practices in relation to all duties, tasks and responsibilities of the role, as well as additional duties which are necessary and reasonable to enhance student learning.
- (9) Allocation of resources to ensure both the maintenance of workloads at a reasonable level and the delivery of a high-quality service.
- (10) Issue escalation processes are in place. The LCC is the key mechanism for managing workload issues at the workplace level.
- (11) Taking all reasonable steps to support teachers, heads of program and school leaders to achieve work outcomes having regard to any risk assessments and appropriate training.

9.5 Digital Technologies

- 9.5.1 The parties acknowledge the importance of digital technologies to meet business needs.
- 9.5.2 It is important to discuss work expectations when relying on the benefits of greater accessibility of technology, to ensure a duty of care to provide safe and healthy workplaces.
- 9.5.3 The Department is committed to minimising digital communications with employees to ensure an appropriate work/life balance is met, whilst accommodating operational needs.
- 9.5.4 Employees are encouraged to disconnect from digital technologies and communications when accessing rest time, weekends and leave/vacation periods, except in exceptional circumstances.

PART 10. SCHOOL BASED MANAGEMENT

School based management guarantees apply to all state schools, including the transition to Independent Public Schools.

10.1 School Leadership and Management

10.1.1 The parties acknowledge that the day to day leadership and management of the school is the responsibility of the Principal. This role is crucial to the effective operation of the school. The staffing flexibility arrangements prescribed in Part 2 of this Agreement will apply to all schools in Queensland.

10.2 Employment of Teachers

10.2.1 Notional salary allocation will be made centrally. Funds allocated in the total school budget for staffing must be used for the employment or professional development of staff. The annual total school budget will not be used to fund any salary increases payable under this Agreement.

10.3 Teacher Professionalism

10.3.1 The parties acknowledge their shared interest in, and commitment to, advancing teacher professional matters.

10.3.2 This shared interest and commitment may continue to be demonstrated through a range of mechanisms including:

- (a) induction and introduction to teaching programs;
- (b) professional development and training opportunities;
- (c) professional standards for teachers;
- (d) Annual Performance Review;
- (e) performance management processes; and
- (f) Joint Statements.

10.3.3 The parties commit to consult prior to any implementation of initiatives arising from the Australian Institute for Teaching and School Leadership agenda including those matters linked to improving teacher quality.

10.4 Specialist Services

10.4.1 Principals will determine the provision of specialist services in accordance with provisions of this Agreement and in accordance with the consultation requirements prescribed in 2.1.10.

10.4.2 Teachers with specialist training, experience and/or qualifications will continue to provide the following specialist services:

- (a) instrumental music;
- (b) guidance;
- (c) advisory visiting teachers;
- (d) teacher librarians;
- (e) languages;
- (f) music;
- (g) learning support; and
- (h) health and physical education.

10.4.3 Where Principals create additional teaching roles that mirror duties of specialist teachers, the specialist teacher conditions as prescribed by the Award will apply and the positions are to be resourced from within the total school staffing allocation.

10.5 Transfer and Relocation

- 10.5.1 The parties agree that a strong state-wide service, including service in a range of locations – regional/rural/remote/high priority, underpins the transfer and relocations system. Effective staffing across the state requires that teachers are able to apply to a location of preference subject to meeting minimum service requirements.
- 10.5.2 It is a condition of permanent employment that an employee could be required to work at any school location within the state.
- 10.5.3 The Department is committed to the placement of teachers who become eligible for transfer through the TR system including employees who have applied for transfer on compassionate grounds. Employees seeking transfer and relocation will continue to be prioritised before new appointments are offered.
- 10.5.4 Transfer and relocation shall be subject to the existence of a suitable vacancy in the area. In circumstances where compassionate transfer grounds exist, the Department will make all reasonable effort to transfer a teacher or relocate a Head of Program/School Leader within their nominated location preference.

10.6 Monitoring Procedures

- 10.6.1 In order that the guarantees in this Agreement can be properly monitored, the Department will provide to the relevant unions the following information:
- (a) permanent and temporary teacher numbers and the number of teachers on leave, including details of type of leave, at the same three agreed times each year;
 - (b) the allocative methodology used as the basis for staffing schools, including allocation of specialist teachers and services;
 - (c) class size data;
 - (d) gender and part-time status by classification as agreed between the parties.
- 10.6.2 Where available, a breakdown of information by region and sector will also be provided.

PART 11. ADULT SUPERVISION OF PRE-SET LEARNING

11.1 Adult Supervision

- 11.1.1 Adult supervision is an alternative model of service delivery for students located in remote and regional communities where in a teacher's absence the school would otherwise close when learning is pre-set.

11.2 Remote and Regional Communities

- 11.2.1 This sub clause shall have application to one and two teacher schools that are outlined in Schedule 4 of this Agreement, or other schools as may from time to time be agreed.
- 11.2.2 In circumstances where a teacher is absent from duty for up to and including three consecutive school days and no replacement teacher is immediately available, the Department may arrange for a responsible adult to supervise pre-set learning activities for students.
- 11.2.3 The term 'responsible adult' is not limited to any class of adult and may include a teacher aide or parent/guardian. Such person shall meet the requirements of the *Working with Children (Risk Management and Screening) Act 2000* (Qld). The decision with regard to the appointment of the responsible adult shall be made at the district level.
- 11.2.4 The intention of this sub-clause is to provide community to student learning where a teacher's absence is related to emergent or sudden circumstances. Unplanned short-term sick leave shall be included in this category.

PART 12. MEMORANDUM OF AGREEMENT

- 12.1 Subject to and in accordance with the No Further Claims clause of this Agreement, the parties may from time to time enter into a Memoranda of Agreement in relation to emergent circumstances and/or matters relevant to this agreement such as:
- (a) facilitating new projects and policy initiative;

- (b) circumstances that apply to a specific workplace or group of workplaces; and
 - (c) circumstances that apply to a specific group of employees.
- 12.2 Creation of a new Memorandum of Agreement with no cost implications will be subject to negotiation and agreement between the parties.
- 12.3 Should any new Memorandum of Agreement contain additional costs above those already provided for in this Agreement, the Department will have sole discretion to approve or reject the proposed Memorandum of Agreement.
- 12.4 The parties commit to a basic template of a Memoranda of Agreement which will include the following:
- (a) application and purpose;
 - (b) objectives;
 - (c) date and period of operation (including variations subject to agreement by the parties);
 - (d) termination (that either party may terminate a MOA in writing and which will cease to have effect sixteen weeks after a party provides notice);
 - (e) dispute resolution process (set out in Part 3);
 - (f) arrangements; and
 - (g) signatures of parties.
- 12.5 In accordance with the Dispute Resolution clause of this Agreement, either party may seek the assistance of the QIRC in relation to a dispute arising from the application of a Memorandum of Agreement.
- 12.6 The parties may not seek the assistance of the QIRC in relation to the creation of a Memorandum of Agreement.
- 12.7 In accordance with s.234 of the Act, the parties must not engage in industrial action in relation to the negotiation of any Memoranda of Agreement.
- 12.8 The parties commit to reviewing all existing Memoranda of Agreement within six months from the date of certification of this Agreement. All existing Memoranda of Agreement must be redrafted to:
- (a) clarify the purpose;
 - (b) simplify and remove ambiguous provisions; and
 - (c) remove duplication of legislation and/or other information (e.g. Directives) and replace any complex terminology.
- 12.9 The parties commit to reviewing all new Memoranda of Agreement at least six months prior to the nominal expiry date of this Agreement.

SCHEDULE 1. SALARIES AND ALLOWANCES

Teaching Steam – (Stream 1)							
Classification Level	Pay point	Salary	Salary	Salary	Salary	Salary	Salary
		01/07/2022	01/07/2022	01/07/2023	01/07/2023	01/07/2024	01/07/2024
		Sp.f	Sp.a	Sp.f	Sp.a	Sp.f	Sp.a
Band 1	Step 1	2,653.10	69,218	2,759.20	71,986	2,842.00	74,146
	Step 2	2,744.50	71,602	2,854.30	74,467	2,939.90	76,700
Band 2	Step 1	3,008.50	78,490	3,128.80	81,628	3,222.70	84,078
	Step 2	3,155.50	82,325	3,281.70	85,617	3,380.20	88,187
	Step 3	3,305.30	86,233	3,437.50	89,682	3,540.60	92,372
	Step 4	3,460.90	90,292	3,599.30	93,903	3,707.30	96,721
Band 3	Step 1	3,603.60	94,015	3,747.70	97,775	3,860.10	100,707
	Step 2	3,751.50	97,874	3,901.60	101,790	4,018.60	104,842
	Step 3	3,901.20	101,780	4,057.20	105,850	4,178.90	109,025
	Step 4	3,993.70	104,193	4,153.40	108,359	4,278.00	111,610
Senior Teacher (4yr trained)		4,176.80	108,970	4,343.90	113,329	4,474.20	116,729
Experienced Senior Teacher	Step 1	4,335.80	113,118	4,509.20	117,642	4,644.50	121,172
	Step 2	4,404.90	114,921	4,581.10	119,518	4,718.50	123,102
Coaches		4,568.90	119,199	4,751.70	123,969	4,894.30	127,689
Highly Accomplished Teacher		4,679.20	122,077	4,866.40	126,961	5,012.40	130,770
Lead Teacher		5,108.50	133,277	5,312.80	138,607	5,472.20	142,766
Heads of Program – (Stream 2)							
Classification Level	Paypoint	Salary	Salary	Salary	Salary	Salary	Salary
		01/07/2022	01/07/2022	01/07/2023	01/07/2023	01/07/2024	01/07/2024
		Sp.f	Sp.a	Sp.f	Sp.a	Sp.f	Sp.a
Heads of Program Level 1 (incl. HODC, HOD, GO, HOSES2)	Paypoint 1	-	-	-	-	-	-
	Paypoint 2	5,048.50	131,712	5,250.40	136,979	5,407.90	141,088
	Paypoint 3	5,137.70	134,039	5,343.20	139,400	5,503.50	143,582
Heads of Program Level 2 (incl. SGO, HOSES3)	Paypoint 1	-	-	-	-	-	-
	Paypoint 2	5,303.10	138,354	5,515.20	143,888	5,680.70	148,205
	Paypoint 3	5,396.90	140,801	5,612.80	146,434	5,781.20	150,827
School Leaders – (Stream 3)							
Classification Level	Paypoint	Salary	Salary	Salary	Salary	Salary	Salary
		01/07/2022	01/07/2022	01/07/2023	01/07/2023	01/07/2024	01/07/2024
		Sp.f	Sp.a	Sp.f	Sp.a	Sp.f	Sp.a
Deputy Principals (incl. HOSES4)	Paypoint 1	-	-	-	-	-	-
	Paypoint 2	5,619.00	146,596	5,843.80	152,461	6,019.10	157,034
	Paypoint 3	5,718.40	149,189	5,947.10	155,156	6,125.50	159,810
School Leaders – (Stream 3)							
Classification Level	Paypoint	Salary	Salary	Salary	Salary	Salary	Salary
		01/07/2022	01/07/2022	01/07/2023	01/07/2023	01/07/2024	01/07/2024
		Sp.f	Sp.a	Sp.f	Sp.a	Sp.f	Sp.a
Level 1	Paypoint 1	-	-	-	-	-	-
	Paypoint 2	5,098.90	133,027	5,302.90	138,349	5,462.00	142,500
	Paypoint 3	5,189.10	135,380	5,396.70	140,796	5,558.60	145,020
Level 2	Paypoint 1	-	-	-	-	-	-
	Paypoint 2	5,379.30	140,342	5,594.50	145,957	5,762.30	150,334
	Paypoint 3	5,474.50	142,826	5,693.50	148,539	5,864.30	152,995

Level 3	Paypoint 1	-	-	-	-	-	-
	Paypoint 2	5,675.20	148,062	5,902.20	153,984	6,079.30	158,605
	Paypoint 3	5,775.50	150,679	6,006.50	156,705	6,186.70	161,407
Level 4	Paypoint 1	-	-	-	-	-	-
	Paypoint 2	5,987.30	156,204	6,226.80	162,453	6,413.60	167,326
	Paypoint 3	6,093.30	158,970	6,337.00	165,328	6,527.10	170,287
Level 5	Paypoint 1	-	-	-	-	-	-
	Paypoint 2	6,316.60	164,796	6,569.30	171,388	6,766.40	176,531
	Paypoint 3	6,428.30	167,710	6,685.40	174,417	6,886.00	179,651
Level 6	Paypoint 1	-	-	-	-	-	-
	Paypoint 2	6,664.10	173,862	6,930.70	180,817	7,138.60	186,241
	Paypoint 3	6,781.90	176,935	7,053.20	184,013	7,264.80	189,534
Level 7	Paypoint 1	-	-	-	-	-	-
	Paypoint 2	7,030.60	183,423	7,311.80	190,760	7,531.20	196,484
	Paypoint 3	7,154.90	186,666	7,441.10	194,133	7,664.30	199,956
Level 8	Paypoint 1	7,415.00	193,452	7,711.60	201,190	7,942.90	207,225
	Paypoint 2	7,548.40	196,932	7,850.30	204,809	8,085.80	210,953
Level 9	Paypoint 1	7,822.80	204,091	8,135.70	212,255	8,379.80	218,623
	Paypoint 2	7,963.60	207,765	8,282.10	216,074	8,530.60	222,557
Level 10	Paypoint 1	8,253.00	215,315	8,583.10	223,927	8,840.60	230,645
	Paypoint 2	8,427.00	219,855	8,764.10	228,649	9,027.00	235,508

- The Department of Education State School Teachers' Certified Agreement 2019, promotional position classification structure removed paypoint 1 within Stream 2 and Stream 3 (Level 1-7).

Community Teachers and Assistant Teachers							
Classification Level	Paypoint	Salary	Salary	Salary	Salary	Salary	Salary
		01/07/2022	01/07/2022	01/07/2023	01/07/2023	01/07/2024	01/07/2024
		Sp.f	Sp.a	Sp.f	Sp.a	Sp.f	Sp.a
Assistant Teachers	Step 1	2,114.40	55,163	2,199.00	57,370	2,265.00	59,092
	Step 2	2,170.10	56,616	2,256.90	58,881	2,324.60	60,647
	Step 3	2,225.10	58,051	2,314.10	60,373	2,383.50	62,184
	Step 4	2,279.70	59,476	2,370.90	61,855	2,442.00	63,710
Community Teachers	Step 1	2,650.90	69,160	2,756.90	71,926	2,839.60	74,083
	Step 2	2,750.60	71,761	2,860.60	74,631	2,946.40	76,870
	Step 3	2,850.20	74,360	2,964.20	77,334	3,053.10	79,653
	Step 4	2,949.90	76,961	3,067.90	80,039	3,159.90	82,440
Senior Community Teacher		3,189.10	83,201	3,316.70	86,530	3,416.20	89,126

Supply Teachers						
	Salary	Salary	Salary	Salary	Salary	Salary
	01/07/2022	01/07/2022	01/07/2023	01/07/2023	01/07/2024	01/07/2024
	Sp.f	Sp.a	Sp.f	Sp.a	Sp.f	Sp.a
	88.6486	443.24	92.1934	460.97	94.9585	474.79

Allowances			
	Salary	Salary	Salary
	01/07/2022	01/07/2023	01/07/2024
	Sp.f	Sp.f	Sp.f
3 Year trained Senior Teacher allowance (refer to cl.7.3.1)	183.10	190.50	196.20
Secondment allowance (refer to cl.7.3.2)	183.10	190.50	196.20
Specified Sites allowance (refer to cl.7.2)	39.90	41.50	42.80
Spec Sites Casual Rate incl 23% Ldg (refer to cl.7.2)	0.9815 p/hour	1.0209 p/hour	1.0529 p/hour

SCHEDULE 2. PRINCIPAL CLASSIFICATION: TOTAL GOVERNMENT RESOURCE THRESHOLDS**Principals of Primary, Secondary and P-10/12 Schools**

Principal Level	2022		2023		2024		2025	
	Minimum (\$)	Maximum (\$)	Minimum (\$)	Maximum (\$)	Minimum (\$)	Maximum (\$)	Minimum (\$)	Maximum (\$)
1	0	538,000	0	559,500	0	581,500	0	598,500
2	538,000	1,292,000	559,500	1,343,500	581,500	1,397,000	598,500	1,438,500
3	1,292,000	2,692,000	1,343,500	2,799,500	1,397,000	2,911,000	1,438,500	2,998,000
4	2,692,000	4,307,500	2,799,500	4,479,500	2,911,000	4,658,500	2,998,000	4,798,000
5	4,307,500	6,999,500	4,479,500	7,279,000	4,658,500	7,570,000	4,798,000	7,797,000
6	6,999,500	10,768,500	7,279,000	11,199,000	7,570,000	11,646,500	7,797,000	11,995,500
7	10,768,500	15,076,000	11,199,000	15,679,000	11,646,500	16,306,000	11,995,500	16,795,000
8	15,076,000	19,383,500	15,679,000	20,158,500	16,306,000	20,964,500	16,795,000	21,593,000
9	19,383,500	23,691,000	20,158,500	24,638,500	20,964,500	25,624,000	21,593,000	26,392,500
10	23,691,000	max.	24,638,500	max.	25,624,000	max.	26,392,500	max.

Principals of Special Schools, Specific Purpose Schools and Education Units

Principal Level	2022		2023		2024		2025	
	Minimum (\$)	Maximum (\$)	Minimum (\$)	Maximum (\$)	Minimum (\$)	Maximum (\$)	Minimum (\$)	Maximum (\$)
1	0	311,500	0	323,500	0	336,000	0	346,000
2	311,500	753,000	323,500	783,000	336,000	814,000	346,000	838,000
3	753,000	1,399,500	783,000	1,455,000	814,000	1,513,000	838,000	1,558,000
4	1,399,500	2,153,500	1,455,000	2,239,500	1,513,000	2,329,000	1,558,000	2,398,500
5	2,153,500	4,307,500	2,239,500	4,479,500	2,329,000	4,658,500	2,398,500	4,798,000
6	4,307,500	6,999,500	4,479,500	7,279,000	4,658,500	7,570,000	4,798,000	7,797,000
7	6,999,500	11,307,000	7,279,000	11,759,000	7,570,000	12,229,000	7,797,000	12,595,500
8	11,307,000	17,768,000	11,759,000	18,478,500	12,229,000	19,217,500	12,595,500	19,794,000
9	17,768,000	22,075,500	18,478,500	22,958,500	19,217,500	23,876,500	19,794,000	24,592,500
10	22,075,500	max.	22,958,500	max.	23,876,500	max.	24,592,500	max.

Principals of Outdoor and Environmental Education Centres

Principal Level	2022		2023		2024		2025	
	Minimum (\$)	Maximum (\$)	Minimum (\$)	Maximum (\$)	Minimum (\$)	Maximum (\$)	Minimum (\$)	Maximum (\$)
1	0	268,500	0	279,000	0	290,000	0	298,500
2	268,500	591,500	279,000	615,000	290,000	639,500	298,500	658,500
3	591,500	1,292,000	615,000	1,343,500	639,500	1,397,000	658,500	1,438,500
4	1,292,000	1,938,000	1,343,500	2,015,500	1,397,000	2,096,000	1,438,500	2,158,500
5	1,938,000	3,230,000	2,015,500	3,359,000	2,096,000	3,493,000	2,158,500	3,597,500
6	3,230,000	5,384,000	3,359,000	5,599,000	3,493,000	5,822,500	3,597,500	5,997,000
7	5,384,000	7,537,500	5,599,000	7,839,000	5,822,500	8,152,500	5,997,000	8,397,000
8	7,537,500	10,230,000	7,839,000	10,639,000	8,152,500	11,064,500	8,397,000	11,396,000
9	10,230,000	12,922,500	10,639,000	13,439,000	11,064,500	13,976,500	11,396,000	14,395,500
10	12,922,500	max.	13,439,000	max.	13,976,500	max.	14,395,500	max.

Principals of Schools of Distance Education

Principal Level	2022		2023		2024		2025	
	Minimum (\$)	Maximum (\$)	Minimum (\$)	Maximum (\$)	Minimum (\$)	Maximum (\$)	Minimum (\$)	Maximum (\$)
1	0	807,000	0	839,000	0	872,500	0	898,500
2	807,000	1,938,000	839,000	2,015,500	872,500	2,096,000	898,500	2,158,500
3	1,938,000	3,661,000	2,015,500	3,807,000	2,096,000	3,959,000	2,158,500	4,077,500
4	3,661,000	6,461,000	3,807,000	6,719,000	3,959,000	6,987,500	4,077,500	7,197,000
5	6,461,000	10,338,000	6,719,000	10,751,500	6,987,500	11,181,500	7,197,000	11,516,500
6	10,338,000	15,614,500	10,751,500	16,239,000	11,181,500	16,888,500	11,516,500	17,395,000
7	15,614,500	20,999,000	16,239,000	21,838,500	16,888,500	22,712,000	17,395,000	23,393,000
8	20,999,000	27,998,500	21,838,500	29,118,000	22,712,000	30,282,500	23,393,000	31,190,500
9	27,998,500	34,460,500	29,118,000	35,838,500	30,282,500	37,272,000	31,190,500	38,390,000
10	34,460,500	max.	35,838,500	max.	37,272,000	max.	38,390,000	max.

SCHEDULE 3. SPECIAL EDUCATION FACILITIES

The Special Education Facilities referred to in clause 7.2.1(a) of this Agreement as those to which a Specified Sites Allowance shall be paid are:

- (a) Special Schools;
- (b) Special Education Units;
- (c) Special Education Developmental Units;
- (d) Special Education Classes;
- (e) Special Education Development Centres; and
- (f) Other Special Education Facilities as may from time to time be approved by the employer.

Consultation Draft

SCHEDULE 4. SPECIFIED SCHOOLS SERVING FIRST NATIONS COMMUNITIES

The schools serving First Nations communities referred to in clause 7.2.1(b) of this Agreement as those to which a Specified Sites Allowance shall be paid are:

- (a) Aurukun State School;
- (b) Birdville State School;
- (c) Bloomfield River State School;
- (d) Burketown State School;
- (e) Bwgcolman Community School;
- (f) Camooweal State School;
- (g) Cape York Aboriginal Academy;
- (h) Cherbourg State School;
- (i) Croydon State School;
- (j) Dajarra State School;
- (k) Doomadgee State School;
- (l) Kowanyama State School;
- (m) Laura State School;
- (n) Lockhart River State School;
- (o) Mornington Island State School;
- (p) Normanton State School;
- (q) Northern Peninsula Area State College;
- (r) Pormpuraaw State School;
- (s) Tagai State College;
- (t) Urandangi State School;
- (u) Western Cape College
- (v) Woorabinda State School;
- (w) Yarrabah State School; and
- (x) Other schools as may from time to time be approved by the employer.

SCHEDULE 5. YOUTH DETENTION CENTRES

The Youth Detention Centres referred to in clause 7.2.1(c) of this Agreement as those to which a Specified Sites Allowance shall be paid are:

- (a) Brisbane Youth Detention Centre;
- (b) Cleveland Youth Detention Centre;
- (c) West Moreton Youth Detention Centre; and
- (d) other Youth Detention Centres as may from time to time be approved by the employer.

Consultation Draft