
QUEENSLAND ANGLICAN SCHOOLS

2007 DEED OF SETTLEMENT

SCHEDULE 5

**HOURS OF DUTY
TEACHING STAFF**

Implementation Guidelines

(Revised version of Hours of Duty Teaching Staff Implementation Guidelines prepared in connection with the second Anglican Schools Enterprise Bargaining Agreement certified in The Queensland Industrial Relations Commission in December of 1997)

SECTION ONE

HOURS OF DUTY SCHEDULE AND EXPLANATORY NOTES

SCHEDULE 5 HOURS OF DUTY TEACHING STAFF QUEENSLAND ANGLICAN SCHOOLS

The following section contains text from Schedule 5 "*Hours of Duty*" and provides commentary (in *bold*) on the meaning of the text.

1. INTRODUCTION

This Schedule prescribes the hours of work that the employer may direct and require a teacher to perform.

The employer recognises the professional commitment of teachers who often provide their services, on a voluntary basis, in excess of the hours specified in this schedule. (Refer Clause 5.4.2 in the Current Agreement)

The introduction to the schedule has been changed to refer to "The employer" in the first line of the second paragraph, in line with clause 5.4.2 of the Current Agreement.

2. HOURS OF DUTY

2.1 Ordinary Hours

The ordinary hours of duty for teachers covered by this agreement shall be based on the annual quantum of 1230 hours.

The annual quantum of hours (1230 hours) is the total hours for the working year that a teacher may be directed to perform.

Ordinary hours of duty shall be worked on a continuous basis and not more than one third of the agreed daily hours shall be worked before 8.00 am, or after 6.00 pm. These ordinary hours of duty shall be worked over a five (5) day week Monday to Friday, over the length of the School year.

All work must be performed on a continuous basis. "Split Shifts" are not permitted. Activities undertaken on weekends are honorary and voluntary unless defined as a Special Event in accordance with clause 2.2.

2.2 Special Events

Teachers may be required to be on duty beyond the ordinary hours for up to 18 hours for a maximum of five (5) identified special events per year. Each event will have a minimum engagement of 3 hours on weekends and 2 hours on weekdays. A Special Event is defined as one which goes beyond the ordinary hours in clause 2.1 e.g. an evening or weekend event.

The special events will be identified on an individual School basis at the commencement of each semester; employees will be given thirty (30) days' notice prior to working on special events. The hours worked are to be included within the quantum of ordinary hours.

A Special Event is clearly defined as "one which goes beyond the span of hours in clause 2.1 e.g. an evening or a weekend event."

These events may occur on a Saturday, Sunday or beyond the span of hours on a week day.

If attendance at special events is directed by the employer, then the time is included in the total 1230 hours quantum.

The clause provides for a maximum of five (5) identified special events per year to a maximum total of 18 hours. A minimum engagement of 3 hours on weekends and 2 hours on weekdays applies for each event.

At the beginning of each semester, these special events are identified. A minimum of 30 days notice shall be given to staff who are directed to be on duty for that event.

2.3 Overtime

Any duties of teachers required by the School greater than the annual quantum of hours prescribed in clause 2.1 of this Agreement shall be requested with adequate notice for foreseeable events and preferably no less than twenty-four (24) hours notice and be regarded as overtime and paid at the rate of time and a half for the first three hours and double time thereafter. For the purpose of calculating overtime each teacher's duty shall be calculated using agreed notional times. Should a teacher be directed to work overtime appropriate documentation will be kept.

Where a teacher is directed to work in excess of 1230 hours, they will receive 1.5 x the hourly rate for the first three hours and 2 x the hourly rate for the rest of the time.

2.4 Public Holidays

When a public holiday falls on a day during term time where a teacher normally would be expected to work, then the hours of that day would be included in the calculations of the hours of work.

This new clause provides that public holidays which fall during term time shall be counted in the calculation of the annual quantum of hours.

3. TYPES OF DUTY

Duty shall be of three categories: Contact Time, Preparation and Correction Time and Co-curricular duties.

3.1 Contact Time

Contact time shall be defined as programmed teaching, programmed pastoral care (including form time and/or tutor group time where there is demonstrable preparation

and identifiable follow-up relating to the pastoral care of those students) and programmed sport where it occurs in the normal week – eg Wednesday afternoon.

The definition of Contact Time has been amended to include form time and/or tutor group time where there is demonstrable preparation and identifiable follow-up relating to the pastoral care of those students.

The maximum contact time for teachers shall be as follows:

- (a) Secondary classroom teachers

20 hours 40 minutes per week

- (b) Middle School classroom teachers

Where Schools identify in their organisation and communication the presence of a Middle School structure, teachers can be identified as Middle School Teachers for the purpose of Hours of Duty calculation as distinct from Primary or Secondary Teachers.

Middle School Teachers who predominantly teach Year 7 and above in the Middle School structure will have their contact time calculated as for Secondary Teachers.

Secondary teachers who are temporarily or occasionally required to teach in the Middle School (eg specialist or relief teachers) will maintain their secondary contact and preparation and correction time.

Middle School Teachers who predominantly teach Year 6 and below in the Middle School structure will have their contact time calculated as for Primary Teachers unless otherwise agreed by the School.

Primary teachers who are directed to teach in Year 7 or above will receive secondary teacher preparation and correction time for that component of their contact time.

Middle School classroom teachers' arrangements are clarified.

- (c) Primary classroom teachers

24 hours 40 minutes per week

Although there is no change in the wording, it is acknowledged that "Preparatory" teachers are considered as primary and are treated as Primary teachers.

- (d) The employer shall consider issues such as contact time and resourcing levels where the teacher undertakes additional curriculum responsibilities not provided for under the Positions of Added Responsibility schedule or schedule 6 of the Current Agreement (Senior Teacher).

This is a new clause that requires consideration of issues such as contact time and resourcing levels for teachers with additional curriculum responsibilities.

3.2 Preparation and Correction Time

- (a) Secondary Teachers

The weekly preparation and correction time shall be a minimum of twenty percent (20%) of the individual teacher's weekly timetabled contact time as

part of programmed ordinary hours of work.

The word “approximately” has been deleted to provide for a minimum time for preparation and correction.

(b) Middle School Teachers

The weekly preparation and correction time shall be a minimum of twenty percent (20%) of the individual teacher's weekly timetabled contact time as part of programmed ordinary hours of work, unless a teacher is regarded as a Primary teacher under clause 3.1(b).

Middle School teachers will receive the same preparation and correction time as Secondary teachers unless they are regarded as a Primary teacher under clause 3.1 of this schedule.

(c) Primary Teachers

The weekly preparation and correction time shall be a minimum of two (2) hours.

(d) Purpose and allocation

The Employer shall ensure that a teacher shall not be required to attend meetings or undertake any other duties during preparation and correction time. This shall not preclude individual teachers from working collegially on preparation and assessment where necessary in line with clause 5.4.3 of the Current Agreement.

Preparation and correction time may be used for the preparation, planning and assessment of class activities. These activities may include:

- (i) Planning for class and group teaching instruction;
- (ii) Planning for excursions;
- (iii) Setting and correction of assessment items;
- (iv) Evaluating and assessing student work;
- (v) Curriculum planning;
- (vi) Compilation of assessment records.

The purpose and allocation of preparation and correction time clause makes it clear that a teacher shall not be directed to attend meetings or attend to other duties during this time, apart from preparation and correction duties, unless they agree to, and are consistent with, clause 5.4.3 of the certified agreement.

Under clause 5.4.3, where necessary, and by consultation with and mutual agreement from the teaching staff affected, meetings and tasks may occur for professional development, planning, curriculum and pastoral matters.

(e) Allocation of Preparation and Correction

Preparation and correction time will be allocated in blocks of useable time, with the minimum block of non-contact time being 30 minutes.

Release time for preparation and correction shall be in blocks of time of not less than 30 minutes.

(f) Primary Aggregation

Where an employee is required to undertake other duties as a result of unplanned timetable changes or events during preparation and correction time, such time will be made available to the teacher at a time during the term in which the unplanned change or event occurred unless otherwise agreed.

This is a new provision that provides for the make up of lost preparation and correction time as a result of unplanned timetable changes or events. (E.g. A specialist teacher who provides time release is absent and the classroom teacher needs to supervise the class.)

3.3 Co-curricular Duties

Where co-curricular duties are programmed during a teacher's contact time, such co-curricular duties shall not be included in the calculation of "Co-curricular Duties" time.

Directed duties that fall outside the programmed time as determined in 3.1 and 3.2 above and within the 1230 hours annual quantum are defined as "Co-curricular duties."

For example: Wednesday afternoon sport is not included in Co-curricular if this activity is programmed into the timetable. Timetabled sport is Contact time.

The remainder of the total quantum of hours shall be defined as "Co-curricular duties" and shall include, but are not restricted to, the following directed duties, if directed:-

(a) Time allocated to Co-curricular Duties

Each co-curricular duty shall have a time allocated to it. Some of these shall have notional times agreed by the School Consultative Committee and some programmed times.

(b) Where applicable, programmed time will be allocated to the following duties and other specific programmed school based duties:-

- (i) Class/playground/transport/detention supervision;
- (ii) Staff meetings, whole or subsets;
- (iii) Class supervisions outside of contact time;
- (iv) Administrative time with students, when there is no demonstrable preparation and identifiable follow-up relating to the pastoral care of those students;
- (v) School worship, chapel and services;
- (vi) Assemblies of students with staff;
- (vii) Scheduled movement between classes as required to maintain continuous hours;
- (viii) Attendance at School for the required time before and after the commencement and finishing of classes;
- (ix) Supervision of tests and examinations conducted in connection with the School curriculum where in addition to that which occurs in normal program allocation;
- (x) Professional development days or programmed sessions where not part of Contact time;

- (xi) School special events (see clause 2.2) e.g. speech night.
- (c) Where applicable, notional times will be allocated to the following duties and any other school specific duties:-
- (i) Preparation and correction outside the time identified in clause 3.2 above;
 - (ii) Setting and correcting assignments outside the time identified in clause 3.2;
 - (iii) Evaluating and assessing students' work and interdepartmental moderation;
 - (iv) Reporting writing;
 - (v) Parent/teacher interviews;
 - (vi) Parent communications (eg email, phone);
 - (vii) Administrative duties – eg record keeping, cataloguing, classifying, care and maintenance of laboratories and their equipment;
 - (viii) Compiling syllabuses, work books and programs;
 - (ix) Preparation of folios for submission (QSA);
 - (x) Programmed tutorial and individual support where not part of Contact time;
 - (xi) Educational activities associated with the programmed curriculum where in addition to that which occurs in normal program allocation;
 - (xii) Preparation for Days of Excellence programs;
 - (xiii) Training and coaching activities;
 - (xiv) Camps and retreats;
 - (xv) Managing clubs within the School (eg debating, chess);
 - (xvi) School promotions and marketing;

This is not a mandatory or exhaustive list. The school may insert their own site-specific duties to cover the co-curricular duties.

Each School shall, in consultation with the academic staff on the School Consultative Committee:

- During semester two (2) develop a draft schedule of co-curricular activities with notional times for the next academic year,
- Provide the agreed schedule of co-curricular activities with agreed notional times to teachers within four weeks of the commencement of term one (1).

The agreed notional times allocated to co-curricular activities will be applied to a teacher's hours of duty calculation.

The School Consultative Committee has the right to consult with Heads of Departments or Faculties, academic staff, and any other source they determine to be appropriate in giving consideration to the development of notional times.

Activities outside the schedule, outside the notional time and outside a teacher's annual quantum of hours, will be considered "extra-curricular" and will continue to be honorary and voluntary.

It is a requirement of the Agreement that schools, in consultation with academic staff on the School Consultative Committee (SCC), develop a schedule of co-curricular activities with notional times.

A draft of this schedule must be developed during Semester 2, with the final agreed Schedule provided to teachers within four (4) weeks of the commencement of term one (1).

This schedule is to clearly outline those activities which the school directs teachers to undertake.

The schedule provides for co-curricular duties in two parts:

1. Those that will have programmed times [3.3(b)] applied to the calculation of the hours. The programmed time is the amount of time that is timetabled for each duty.

2. Those that will have notional times developed by the School, in consultation with academic staff on the SCC [3.3(c)] applied to the calculations. Notional times may not be the amount of time an individual teacher spends on an activity. However, the notional time should reflect an agreed amount of time that the school requires from the teacher or the amount of time that the school, in consultation with academic staff on the SCC, believes a teacher would typically spend on an activity.

3.4 Calculation of the Hours of Duty

Each teacher's hours of duty shall be calculated based on the contact time, preparation and correction time and agreed notional times for co-curricular duties as outlined in this schedule. Teachers will be advised of the calculation of their annual quantum of hours early in Term 1.

Nothing contained in this clause prevents the School from altering a teacher's hours of duty in accordance with academic change, administrative change and/or emergent needs provided that the annual quantum of ordinary hours does not exceed 1230.

Hours of Duty should be calculated in advance, though may be subject to change in accordance with academic or administrative change and/or emergent needs. It is a requirement of the schedule that all teachers are made aware of their hours early in term 1.

Alterations to the notified Hours of Duty may occur during the year; however, the annual quantum of 1230 hours shall not be exceeded.

3.5 Example Pro-Forma For The Calculation Of Teachers' Hours Of Duty

The Parties agree that each School Consultative Committee (SCC) of each Employer Authority will be provided with a copy of the "Example pro-forma for the calculation of Teachers' hours of duty" developed by the Joint Hours of Duty Working Party.

The SCC may use this example pro-forma to assist them in the calculation of Teachers' Hours of Duty following the development of a schedule of co-curricular activities with notional times by the SCC, in accordance with clause 3.3 of this Schedule 5.

The "Example pro-forma for the calculation of Teachers' hours of duty" is attached to this document. Section four of these guidelines explains how to use the pro-forma.

4. EXTRA-CURRICULAR DUTIES

Extra curricular duties are those that fall outside the programmed ordinary hours of work [annual quantum of 1230 hours] and will be honorary and voluntary. This clause should be read in conjunction with clause 2.3.

Employees recognise that they have assisted in the Schools' extra curricular activities and reaffirm this commitment to assistance on the basis that it is recognised by the employer as both honorary and voluntary.

Extra-Curricular duties are honorary and voluntary and are not included in the annual quantum of 1230 hours. In other educational sectors the language can be different. For example, in Catholic schools, honorary and voluntary duties are called "co-curricular duties".

The Parties also acknowledge that a variety of other methods is utilised by some of the Schools listed in Schedule 1 of the Current Agreement to provide practical recognition for the voluntary participation in extra curricular activities. These methods will continue under this Agreement. The Parties encourage the enhancement and continued implementation of such arrangements.

5. RESIDENTIAL TEACHER

Notwithstanding the provisions of Clause 2 hereof, a residential teacher who is engaged as a full-time teacher in the same School to which a boarding establishment is attached may be required to spend not more than ten (10) hours per week in resident duties as herein defined. These hours of duty shall be in exchange for the residential teachers' board and residence.

6. BOARDING HOUSE EMPLOYEES

A teacher engaged by an employer to work as a full-time boarding supervisor may agree to work as a supply teacher to relieve a teacher absent from duty or to meet a short-term staff need. Such an employee shall receive payment on the basis of the supply teacher rate of payment contained in this Agreement.

7. MEAL BREAK

The employer will endeavour to ensure that all teachers receive adequate unpaid and uninterrupted meal breaks of at least 30 minutes per day between the hours of 11.30 am and 2.00 pm provided that such a teacher shall receive aggregated unpaid meal breaks of at least 2 hours 30 minutes per week.

This clause has been changed by inserting the word "uninterrupted", thus providing for the employer to endeavour to ensure an uninterrupted meal break is provided.

8. TRAINING AND INDUCTION

Joint training presented by the employer and QIEU on this schedule will be provided to new administrators and staff in the first year of the Agreement. Joint training will be provided within the annual quantum up to the maximum of one (1) hour.

This is a new clause that provides for joint training on the Hours of Duty Schedule.

SECTION TWO

THE IMPLEMENTATION OF THE HOURS OF DUTY SCHEDULE

School Consultative Committees are established to implement, monitor and evaluate the Enterprise Bargaining Agreement at School level..

The School Consultative Committee is not a decision making body. It is a consultative group composed of the Principal or the Principal's Representative and staff. It is an important element in the consultative structure within the school, to ensure all people affected have an opportunity to participate in the implementation and monitoring of the Enterprise Bargaining Agreement at the School level. *Schedule 2 of the Anglican Schools Certified Agreement 2004 (CA 96 of 2003)* provides operational guidelines for the School Consultative Committee including objectives and tasks.

It is the responsibility of each School, in consultation with the academic staff on the School Consultative Committee, to provide an agreed schedule of co-curricular activities. These agreed notional times for co-curricular duties are used in the calculation of the teacher's quantum of hours.

During Semester 2, each School, in consultation with the academic staff on the School Consultative Committee, will develop a draft schedule of co-curricular activities with notional times for the next academic year. The agreed schedule will be provided to teachers within four weeks of the commencement of Term 1.

The School Consultative Committee has the right to consult with Heads of Departments or Faculties, academic staff, and any other source they determine to be appropriate in giving consideration to the development of notional times.

Special events will be identified on an individual School basis at the commencement of each semester. Employees will be given 30 days' notice prior to working on special events. The hours worked are to be included within the quantum of ordinary hours.

SECTION THREE

PRACTICAL APPLICATION

In giving consideration to the development of notional times for co-curricular activities in accordance with clause 3.3 of the Schedule 5 "*Hours of Duty*", academic staff on the School Consultative Committee may wish to follow the following steps:

STEP 1. Meet with staff to outline the task of the School Consultative Committee. The allocation of time to the School Consultative Committee for a report at a staff meeting is common practice among schools.

STEP 2. Through consultation with staff, develop a schedule of co-curricular activities which is considered essential to the operational needs of the school.

The list contained within clause 3.3 of Schedule 5 "*Hours of Duty*" shall be considered. However, it is not a mandatory or exhaustive list. Schools may need to add their own specific duties to the list.

This schedule should also identify activities which fall outside the spread of hours. Such activities are either extra curricular or special events.

STEP 3. If appropriate, survey staff groups, heads of departments, faculties or any other appropriate source to identify the estimated time spent on co-curricular duties. This will assist in producing a basis for notional time allocations.

STEP 4. Allocate notional time.

STEP 5. Meet with staff to explain progress undertaken by the School Consultative Committee. Consult with staff in regard to the proposed allocation of notional times. Explain that the Agreed notional times will be used in the calculation of the quantum of hours.

Seek feedback from staff.

STEP 6. Review notional time allocation in the light of staff feedback.

STEP 7. School Consultative Committee makes recommendation to Principal regarding notional time allocation. Publish agreed schedule of co-curricular activities with notional times to teaching staff within four weeks of the commencement of Term 1. Review the published list annually.

SECTION FOUR

CALCULATING THE HOURS OF DUTY

The blank pro-forma (attached) may assist teachers in calculating their hours of duty. The pro-forma may be used as a hard copy or as an Excel spreadsheet. Each school may wish to vary the format of the spreadsheet to suit their needs.

The total annual quantum is the total of all sections (A, B, C & D). The total annual quantum is 1230 hours of directed time.

The pro-forma has three major parts, Contact time (A), Preparation and Correction time (B) and Co-curricular duties (C & D). The co-curricular duties are in two sections, (C) those that will have programmed times [3.3(b)] applied and (D) those that will have notional times agreed by the School in consultation with academic staff on the School Consultative Committee [3.3(c)]. *The list of co-curricular activities contained in the pro forma may vary, depending upon the specific co-curricular activities undertaken at your School.*

The contact time is set up to handle timetable cycles, for example your school may use a weekly cycle or a fortnightly cycle or a six day cycle. It also includes public holidays (in term time) for those schools that use a daily calculation.

The subtotal (A) is the number of timetable cycles per year times the contact time per timetable cycle plus any public holidays if they are not already included in the contact time.

Preparation and correction time (B) for secondary and middle school is 20% of total contact time per annum. The minimum primary preparation and correction time is 2 hours per week. PAR time release can be added to this section** so that it is included within the calculation of the annual quantum.

Part (C) of the Co-curricular part is divided into “programmed time per time table cycle” and “programmed time per annum”, which includes special events. The maths behind the pro-forma in the Excel spreadsheet multiplies the per timetable cycle and the number of timetable cycles per year entered under section (A) and then adds the programmed time per annum to give the result (C).

The activities in section (D) are the agreed notional times for directed duties that have been developed by the School in consultation with academic staff on the School Consultative Committee as outlined in the latter part of clause 3.3 of the schedule and in section 2 of these guidelines.

The attached pro-forma may be used by the School to inform teachers of their annual quantum.

Queensland Anglican Schools - Hours of Duty: Teaching Staff
Annual Quantum: 1230 hours of Directed Time

Teacher	School	Date	
CONTACT TIME		PREPARATION AND CORRECTION TIME	
Definition at 3.1 of Schedule:			
Number of timetable cycles per year	0		
Contact Time per timetable cycle	0:00	<i>Secondary / Middle: 20% of contact time (A)</i> 0:00	
Public Holidays (If not included in contact time)	0:00	<i>Primary: minimum of 2 hours p.w.</i> 0:00	
Total Contact time per Annum (Hr: Min) A	0:00	Annual B 0:00	
CO-CURRICULAR (School specific as per schedule)			
Programmed Time: Regular time-tabled duties	Actual time Hr:Min.	Agreed Notional Times for directed duties	Agreed Hr:Min p.a.
Per timetable cycle:			
Class / playground / transport / detention supervision	0:00	P&C outside time identified in clause 3.2 above	
Staff meetings, whole or subset	0:00	Setting and correcting assignments outside the time identifies in clause 3.2	
Class suprevisions outside of contact time		Evaluate/assess students' work and interdepartmental moderation	
Administrative time with students eg roll marking	0:00	Report Writing	0:00
School worship, chapel and services	0:00	Parent/teacher interviews	
Assemblies of students with staff	0:00	Parental communications (e.g. email, phone)	0:00
Scheduled movement between classes as required to maintain continuous hours	0:00	Admin duties - record keeping, catagloguing, classifying, care and maintenance of laboratories and their equipment	
Attendance at School for the required time before and after the commencement and finishing of classes	0:00	Compiling syllabuses, work books & programs	
Programmed Time Per Annum:			
Supervision tests/exams conducted in connection with school curriculum		Preparation of folios for submission (QSA)	
PD days or programmed sessions where not part of contact time	0:00	Programmed tutorial and individual support where not part of Contact time	
Special Events: up to 18 hrs, Max 5 events per year with minimum engagement (see clause 2.2)		Educational activities associated with the programmed curriculum where in addition to that which occurs in normal program allocation	
	0:00	Prep for Days of Excellence programs	
	0:00	Training and coaching activities	
	0:00	Camps and retreats	0:00
		Managing clubs within the school (eg debating)	
School Specific Duties:			
		School promotions and marketing	
Total hours per Annum C	0:00	Total hours per Annum D	0:00
Total A+B+C+D		0:00	NB:Total should be based on 1230 hours annual quantum

NOTE: C = Total of programmed time per timetable cycle x number of timetable cycles + total of programmed time per annum