

# ***Catholic Employing Authorities Single Enterprise Collective Agreement - Religious Institute Schools of Queensland 2019 - 2023***

## Vote YES for a new Enterprise Agreement

HOW TO VOTE

**Why vote?**  
It is important that as many employees as possible who are to be covered by the proposed EA take the opportunity to vote. If you do not vote, then you do not have your say.

**How does proposed EA get approved by employees?**  
For the EA to be approved by employees, it requires the majority of those voting to **vote yes**.

**What happens if the proposed EA does not get approved?**  
If a majority of employees who vote, vote **no**, then the wages, salaries (including back pay) and many other benefits will not be able to be accessed by you and negotiations will begin afresh.

**How will the vote be conducted?**  
The vote will be conducted on-line by Elections Australia Pty. Ltd. which is a secure and independent third-party ballot provider.

The vote will:	
commence	<b>Wednesday 24 June 2020 at 00.01 am</b> <small>(just after midnight early Wednesday)</small>
close	<b>Sunday 28 June 2020 at 11:59pm</b> <small>(just before midnight)</small>

You will receive an email on Monday 22 June 2020 providing details of the secure website that you will access and instructions on how to cast your vote. You can cast your vote **only** during the times outlined above.

Please remember, voting is anonymous and confidential.

We encourage everyone to vote.

## Explanation of Changes & Key Features

This document identifies the key changes contained within the *Catholic Employing Authorities Single Enterprise Collective Agreement – Religious Institute Schools of Queensland 2019 - 2023* ([proposed EA](#)) and is to assist you in understanding those changes. Once approved by you and the Fair Work Commission, the proposed EA will replace the nominally expired *Catholic Employing Authorities Single Enterprise Collective Agreement – Religious Institute Schools of Queensland 2015 – 2019* ([current EA](#)).

## OVERVIEW OF CHANGES TO CLAUSE NUMBERING

The proposed EA has included the restructuring of the current EA with some clause reference changes including the following:

Entitlement	Current EA	Proposed EA
<b>Personal/Carer Leave</b>	6.4, 6.6, Schedule 9	<b>6.4</b>
<b>Unpaid Parental Leave</b>	Schedule 9	<b>6.7</b>
<b>Paid Parental Leave</b>	6.7, Schedule 20	<b>6.8</b>
<b>Compassionate Leave</b>	6.8, Schedule 9	<b>6.9</b>
<b>Experienced Proficient Teacher</b>	-	<b>7.2</b>
<b>Planning, Preparation and Correction Time – Primary Schools</b>	7.14	<b>Schedule 3 (Hours of Duty – Teachers)</b>
<b>Positions of Leadership</b>	Schedule 4	<b>Schedule 2</b>
<b>Hours of Duty Teachers</b>	Schedule 5	<b>Schedule 3</b>
<b>ITAS</b>	Schedule 17	<b>Schedule 4</b>
<b>IPRASS</b>	Schedule 18	<b>Schedule 5</b>
<b>Flexible Learning Centres</b>	10.15	<b>Schedule 6</b>
<b>Appraisal Process Principles</b>	Schedule 7	<b>Schedule 7</b>
<b>School Officer Classification</b>	Schedule 8	<b>Schedule 8</b>
<b>Counsellors (Without Teacher Qual) Characteristics/Qualifications/Duties/Skills</b>	Schedule 10	<b>Schedule 9</b>
<b>Term-Time Employees other than Teachers</b>	Schedule 6	<b>Schedule 10</b>
<b>Nurses</b>	Schedule 11	<b>Schedule 11</b>
<b>Services Staff</b>	Schedule 13	<b>Schedule 12</b>
<b>Boarding Schools Supervisions Staff</b>	Schedule 14	<b>Schedule 13</b>
<b>Children’s Services</b>	Schedule 12	<b>Schedule 14</b>
<b>Long Service Leave – Teachers</b>	Schedule 16	<b>Schedule 15</b>
<b>Family Leave</b>	Schedule 9	<b>6.7</b>
<b>Miscellaneous Provisions from Previous Agreement</b>	Schedule 15	<b>Schedule 16</b>
<b>Supported Wage System</b>	Schedule 19	<b>Schedule 17</b>
<b>Paid Maternity Leave</b>	Schedule 20	<b>6.8</b>
<b>Signatories</b>	Schedule 21	<b>Schedule 18</b>

## DETAIL OF CHANGES

For information on full terms and conditions, you are encouraged to refer to the [proposed EA](#). The numbers in brackets throughout this document [e.g. “(1.1)”] refers to clause numbers in the [proposed EA](#).

### PART 1 – APPLICATION AND OPERATION

#### Title (1.1)

*Catholic Employing Authorities Single Enterprise Collective Agreement – Religious Institute Schools of Queensland 2019-2023.*

#### Commencement Date (1.2)

Commences 7 days after Fair Work Commission approval, with a nominal expiry of 30 June 2023.

#### Application of the National Employment Standards (1.6)

The [National Employment Standards](#) (NES) are minimum employment conditions outlined in the *Fair Work Act 2009*. This clause has been added to the proposed EA to clarify that if there are any provisions in the EA that are inconsistent and less beneficial than the NES, then the NES condition will apply.

### PART 2 – CONSULTATION AND DISPUTE RESOLUTION

#### Consultation Regarding Major Workplace Change (2.2)

##### *“In-principle” Decision*

- The clause in the current EA refers to an employer’s obligation to consult with relevant employees when the employer has made a “definite decision” to implement a major change as outlined in the clause.
- The clause has been changed in the proposed EA so that an employer must consult with employees when an “in-principle” decision to introduce a major change.
- The change in wording is consistent with numerous tribunal and court decisions confirming that employers should promptly consider matters raised by employees as part of the consultation process before making a final decision to implement a major change.
- It is important to note that, although employers must consider matters raised by employees as part of the consultation process, this may or may not change the implementation of a final decision from what was proposed “in-principle”. This will depend on the circumstances, which will be different in almost all situations where change is being considered.

##### *Employee Representative*

- The clause has also been changed to make it clear that affected employee(s) may appoint and identify a representative for the purposes of consultation (e.g. a union representative), who the employer must recognise as part of the consultation process.

## PART 3 – TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

### Fixed-Term Contracts (3.6)

The changes to the fixed-term contract provisions in the proposed EA are as follows:

- The one clause covers teachers and school officers, rather than the two separate clauses that apply in the current EA
- Employers will conduct an annual review to identify fixed-term positions that can be more appropriately designated as continuing positions.
- Clarification of the wording in clause 3.6.5 as to what is included as an “identifiable short-term need” for:
  - special projects specifying a date of conclusion
  - positions reliant on designated short-term funding
  - filling a position for the balance of the calendar year as a result of a resignation in a vacant position where no suitable permanent employee is available
  - accommodating, organisational changes, temporary enrolment fluctuations in a school resulting from a specific short-term factor.

### Termination of Employment (3.7)

#### *Teachers (3.7.3)*

- The change clarifies that an employer is not required to pay a notice period when terminating a teacher for “serious misconduct” (rather than just “misconduct” as outlined in the current EA).
- This change aligns with expected industrial provisions and consistent with the current practices of employers.

#### *School Officers and Services Staff (3.7.5)*

- The same provision for teachers above has been inserted for school officers and services staff.

### Flexible Working Arrangements (3.11)

Changes have been made to align with the wording of the National Employment Standards.

## PART 4 – WAGES AND RELATED MATTERS

### One-off Payment (4.1)

*How much?*

- Employers will pay a one-off payment of \$500 to eligible employees in return for a 4 year proposed EA (i.e. a nominal expiry date of 30 June 2023).
- The payment will be *pro rata* for eligible part-time and casual employees.

*When will payment be made?*

- The payment will be made in the first full pay period following the proposed EA comes into operation (i.e. 7 days after the proposed EA is approved by the Fair Work Commission).

*Who is eligible?*

- You must be an eligible employee at the time the proposed EA comes into operation.
- You are eligible if you are:
  - A continuing or fixed term employee;
  - On paid leave;
  - A casual employee who has worked a minimum of 100 days in the last year AND at least one of those days was in the 3 months immediately prior to the proposed EA comes into operation;
  - in a Position of Leadership and you continue to be paid an *allowance* pursuant to the proposed EA, namely:
    - *Middle Leaders* - receiving a Tier 1 allowance OR otherwise classified at a teacher salary rate up to Proficient 4
    - *Senior Leaders* – at primary schools with student enrolments of less than 200.

*Who is not eligible?*

- Employees paid in excess of the equivalent rate of a Proficient 8 teacher (\$106,044 per annum as at 1 July 2020)
- Employees on unpaid leave for more than 2 weeks prior to the proposed EA coming into operation.
- Middle or Senior Leaders who are paid *substantive rates* (not allowances) in accordance with the proposed EA.

*How will a pro rata payment apply to part-time and casual employees?*

- An eligible part-time employee (including term-time employees) will be paid a *pro rata* of the \$500 based on their FTE fraction at the time the proposed EA comes into operation.

*For example, a part-time employee working 0.5FTE at the time will be paid \$250. The same amount will be paid to a term-time employee who works 0.5FTE during term weeks.*

- An eligible casual employee will be paid a *pro rata* of the \$500 based on the average hours worked in the year prior to the proposed EA comes into operation.

*For example, a casual school officer works 105 days in the year prior for a total of 450 hours. A full-time school officer works in one year a total of 1824 hours in a year (38 hours x52 weeks LESS 152 hours of annual leave). The pro rata payment would be  $450/1824 \times \$500 = \$123.36$*

### Salary and Allowances - Teachers (4.2)

- Salary increases to be paid in the first full pay period on or after the following dates are:

*1 July 19 – 2.5%*

*1 July 20 – 2.5%*

*1 July 21 – 2.5%*

*1 July 22 – the same headline percentage wage increase paid to Queensland state school teachers on or from that date (excluding any “catch up” component attributable to any “wage freeze” that may be imposed by the Queensland Government in response to COVID-19)*

*As an example for 1 July 2022, if the Department’s general wage increase in the next certified agreement for state school teachers is 2.5% from 1 July 2022 without any “catch up” component, then 2.5% will be the percentage increase paid for Catholic school teachers in the first full pay period after 1 July 2022.*

**The only way to secure backpay is to vote “YES” in the ballot.**

- Teacher salaries and allowances (receive same above percentage increase) are outlined in [Schedule 1 – S1.1](#).
- You will note from 1 July 2021 the following salary rates will apply:
  - *Highly Accomplished Teacher* - \$117,328
  - *Lead Teacher* - \$128,149
- For details of the new *Experienced Proficient Teacher* classification from 1 July 2022 – see Part 7 below.

#### *Proportion of Salary (4.2.5)*

- For the purposes of calculating the proportion of salary to be paid to a teacher who works less than the full school year, the definition of “a standard school year” in the current EA refers to 40 weeks.
- The definition of a “standard school year” in the proposed EA has been changed as follows:
  - One Standard Year = Number of weeks in Term 1 + Number of weeks in Term 2 + Number of weeks in Term 3 + Number of weeks in Term 4.
  - Number of weeks in a term includes days when:
    - a teacher is required to attend work when students are not in attendance; and
    - a teacher in a boarding school with boarding responsibilities is required to attend work to fulfil those responsibilities. Such additional time will be identified prior to the beginning of each year to all teachers involved. number of weeks teachers are in attendance.

#### **Wages and Allowances – School Officers and Services Staff (4.2 & 4.3)**

- Wage increases to be paid in the first full pay period on or after the following dates are:
  - 1 May 19 – 2.5% or \$26.27 per week, whichever is the greater or
  - 1 May 20 – 2.5% or \$26.93 per week, whichever is the greater
  - 1 May 21 – 2.5% or \$27.60 per week, whichever is the greater
  - 1 May 22 – the same headline percentage wage increase paid to Queensland state school teachers on from 1 July 2022 as referred above for Teachers (or a flat dollar increase equivalent to that percentage increase applied to the school officer classification of Level 3 Step 1)

*For example, if the Department’s general wage increase in the next certified agreement covering state school teachers is 2.5% from 1 July, then 2.5% will be the percentage increase paid for school officers and services staff (or a flat dollar increase of \$28.28 per week, whichever is the greater) in the first full pay period after 1 May 2022.*

**The only way to secure backpay is to vote “YES” in the ballot.**

- The wages and allowances (receive the same percentage increase as above) are outlined in
  - School Officers - [Schedule 1 – S1.5](#)
  - Services Staff - [Schedule 1 – S1.6](#) (NB: Level 3 wages now also align with Level 3 School Officer rates)

#### **Wages and Allowances – Other Staff**

- Salary increases to be paid in the first full pay period on or after the following dates are:
  - 1 May 19 – 2.5%
  - 1 May 20 – 2.5%
  - 1 May 21 – 2.5%
  - 1 May 22 – the same headline percentage wage increase paid to Queensland state school teachers on or from 1 July 2022 as referred above for Teachers.

*As an example for 1 July 2022, if the Department’s general wage increase in the next certified agreement covering state school teachers is 2.5% from 1 July 2022, then 2.5% will be the percentage increase paid for Catholic school teachers in the first full pay period after 1 July 2023.*

**The only way to secure backpay is to vote “YES” in the ballot.**

- For wage rates see **Part 11** below (p10).

#### **Annualisation of Salary – Term-Time Services Staff Employees (4.12)**

- Term-time services staff employees will be able to have their salary annualised in the same way that the respective RI/PJP employer annualises the salaries of school officers in accordance with the relevant clauses in the proposed EA.

#### **Superannuation**

- NGS Super Pty Limited is noted as the correct legal replacement name for Queensland Independent Education and Care Superannuation Trust (4.8.10)
- Fixed-term employees are now entitled to salary package in super funds in accordance with the proposed EA (4.16).
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## **PART 5 – HOURS OF WORK AND RELATED MATTERS**

No changes other than updating clause references for other parts of the proposed EA.

## PART 6 – LEAVE

### Personal/Carer's Leave (6.4)

- There has been no change to the entitlements in the proposed EA for personal leave (otherwise known as sick leave) or carer's leave (sometimes previously referred to as special responsibility leave).
- However, relevant provisions that were in different parts of the current EA (for example clause 6.6 and Schedule 19 of current EA) have been consolidated in clause 6.4 of the proposed EA.
- This is part of an ongoing aim to streamline and simplify the EA, where appropriate, so it easier for you to read and understand.

### Unpaid Parental Leave (6.7)

- Schedule 9 of the current EA included provisions for unpaid parental leave that essentially replicated legislative entitlements.
- Rather than having to continue to update and change the EA provisions to match the legislative entitlements, clause 6.7 of the proposed EA provides relevant headings and hyperlinks to the relevant unpaid parental leave provisions in the National Employment Standards (NES) outlined in the *Fair Work Act 2009*.
- This approach is also consistent with the new clause 1.6 in the proposed EA (see "Application of National Employment Standards" under Part 1 above") that confirms the NES provisions apply to the extent of any less beneficial entitlements that would otherwise be outlined in the EA.
- The clause also outlines for information purposes, a summary of the NES provisions relating to unpaid parental leave as provided on the [Fair Work Ombudsman website](#) (i.e. the Commonwealth regulatory agency for workplace laws).

### Paid Parental Leave (PPL) – Primary Carer - (6.8)

- The essential change to paid parental leave provisions are:
  - The entitlement up to 14 weeks' payment has been broadened, based on primary carer responsibilities, rather than gender; and
  - Relevant provisions that were in different parts of the current EA (clause 6.7 and Schedule 20) have been consolidated in clause 6.8 of the proposed EA.

#### *Who is eligible for up to 14 weeks PPL*

- The following *continuing employees* who have 1 year's continuous service and comply with notice requirements are eligible:
  - a female employee who gives birth and remains the primary carer;
  - an employee who has adopted a child (under the age of 5 years) and remains the primary carer;
  - an employee who is the spouse of a mother who has given birth and is the primary carer during a period in the first 14 weeks following birth (but must also be for a period of at least 5 consecutive working days during that time).
- *Fixed-term employees* are eligible on the same basis as continuing employees up until the conclusion of the fixed-term contract (this is not a change – 6.8.9)

#### *What does primary carer mean?*

- "Primary carer" means the person who assumes the principal role of providing care and attention to a child (6.8.2(d)).

#### *Can spouses who are both employees of Catholic school employers receive up to 14 weeks PPL each?*

- No, if spouses are both employed by Catholic school employers, whether in a RI/PJP Catholic school or a Diocesan Catholic school, the entitlement is up to 14 weeks *between* them (6.8.4).
- The following example is outlined in the proposed EA:

*For example, an employee of a Diocesan employer is pregnant and has applied for parental leave to commence 6 weeks before the date of birth. That employee then returns to work 6 weeks after giving birth. At this time, that employee's spouse, who is employed by a Religious Institute School employer, becomes the primary carer of the child for the next 8 weeks (i.e. up to the end of the first 14 weeks immediately following the birth). The employee who gave birth receives 12 weeks PPL (pursuant to this Agreement), while the spouse would be entitled to two (2) weeks PPL (i.e. a maximum of 14 weeks PPL between them).*

*For the avoidance of doubt, it is recorded that PPL is exclusive of Paid Spousal Leave – Non-Primary Carer. Consequently, the spouse is entitled to: two weeks spousal leave at the time of the birth (clause 6.8.11); and two (2) weeks PPL after the employee who gave birth returns to work.*

**Paid Spousal Leave – Non-Primary Carer (6.8.11)**

- An employee can access 10 days of paid spousal leave that must be taken within one month following a birth or adoption of a child the employee will have responsibility for (i.e. the employee must have responsibility but is not the primary carer). This is not a change in entitlement.

The changes are as follows:

- an employee must comply with notice requirements to be eligible for paid spousal leave
- the employee may nominate when to take the leave within the one month period following birth or adoption when such leave must be taken, but may be requested to participate in discussions with the employer regarding the nominated period where there are reasonable operational requirements
- an employee cannot access spousal leave for a period during the first month following a birth or adoption in which paid parental leave is being paid. Clause 6.8.11(c) outlines the following example:

*For example, a spouse accessed PPL for the first 3 weeks following the birth of a child. That spouse would be entitled to 1 week of paid spousal leave being the remainder of the period not covered by PPL within the month following the birth when paid spousal leave must be taken.*

**Compassionate Leave (6.9)**

- There has been no change to the entitlements in the proposed EA for compassionate leave.
- However, the provision that was previously in Schedule 19 of the current EA (Family Leave – S9.3) has been streamlined to remove the distinction between long and short term casuals as being unnecessary.

**Cultural Leave (6.12)**

- In the current EA, cultural leave accessed by Aboriginal or Torres Strait Islander employees is unpaid leave unless the employee applies for other paid types of leave (e.g. annual leave).
- The changes in the proposed EA are:
  - cultural leave up to 10 days per calendar year is available (does not accumulate from one year to the next); and
  - 2 days of that leave will be paid.

**Public Holidays (6.16)**

This clause has been streamlined by:

- removing the list of named public holidays; and
- providing a hyperlink in the clause to the Queensland gazetted public holidays that specifies the dates of the [public holidays](#) from year to year.

**Domestic Violence Leave (6.17)**

This clause has been changed to include provisions for confidentiality and notice requirements that align with the provisions outlined in the National Employment Standards.



## PART 7 – CONDITIONS APPLYING TO TEACHERS

### Experienced Proficient Teacher (7.2)

From 1 July 2022, teachers (other than casual teachers) can access a new classification level called “Experienced Proficient Teacher” (EPT).

#### Who is eligible to access EPT?

A teacher is eligible if:

- the teacher has completed 3 years of full-time equivalent service on Proficient 8 (for part-time teachers – this is an aggregate of 1200 hours of paid work); and
- there has been a discussion between the employer (delegate) that is informed by the focus areas and descriptors of the Australian Professional Standards for Teachers (APST) at the Highly Accomplished (HAT) career stage.

#### What is the salary paid to an EPT?

The EPT salary on or after 1 July 2022 will be:

- \$110,500  
PLUS
- the same headline percentage wage increase paid to teachers employed by the Queensland Department of Education on from 1 July 2022:

*For example – if the headline percentage salary increase for teachers in the Department of Education is 2.5% from 1 July 2022, then the EPT salary for Catholic school teachers will be \$113,263.*

#### When would payment begin?

Irrespective of when the discussion about APST and HAT career stage occurs after the teacher has completed 3 years’ service on Proficient 8, the payment will be paid based on the date the teacher completed the required service.

## PART 8 – CONDITIONS APPLYING TO SCHOOL OFFICERS AND SERVICES STAFF

### School Officer Review – Joint Working Party (8.11)

- Employers and the IEUA-QNT have agreed to undertake a review of the school officer classification structure so that:
  - relevant positions can be classified in a way that is better understood by employers and employees; and
  - it is fit for purpose for contemporary roles in schools.
- The joint working party will begin meetings as soon as practicable with a final report and recommendation by 31 October 2020.
- Where the parties agree, steps may be taken to vary the proposed EA in accordance with the *Fair Work Act 2009*.

## PART 9 – CONDITIONS APPLYING TO COUNSELLORS

No changes to this part.

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## **PART 10 – MISCELLANEOUS CONDITIONS**

### **Students with Special Educational Needs (10.1)**

The changes to this clause are as follows:

- A contemporary updating of terminology for “students with identified learning needs” being those students “requiring adjustments to the curriculum beyond what would be regarded as quality differentiated classroom teaching due to a disability as defined in the Disability Discrimination Act 1992 (Cth) and the Disability Standards for Education made under that legislation.”
- Referencing discussions taking place between relevant school staff (including teacher and school officers) with respect to resource allocation with decisions being mindful of the impact on the duties and working arrangements of those employees.

### **Professional Development – School Officers and Services Staff (10.3.4)**

The changes to this clause for school officers and services staff are as follows:

- Employers will consider the provision of professional development (PD) in ordinary hours, on an annual basis, including PD that is in addition to employer directed compliance and regulatory training.
- Consultation will occur between the employer and employee to identify appropriate PD with a PD plan jointly developed, which will be implemented within the employer’s resource capacity.

## **Part 11 – SCHEDULES**

### **Schedule 1 – Wages, Salaries and Allowances**

Wages, salaries and allowances for relevant staff are as follows:

- [Teachers \(S1.1\)](#)
- [Teaching Allowances \(S1.2\)](#)
- [Positions of Leadership \(S1.3\)](#)
- [Guidance Counsellor, Counsellor and Career Counsellor/Career Advisor \(S1.4\)](#)
- [School Officers \(S1.5\)](#)
- [Services Staff and Allowances \(S1.6\)](#)
- [Boarding House Supervision Staff \(S1.7\)](#)
- [Children’s Services Employees \(S1.8\)](#)
- [Nurses \(S1.9\)](#)
- [District and Divisional Allowances for Employees Other Than Teachers \(S1.10\)](#)

## Schedule 2 – Positions of Leadership

The salaries and allowances for Positions of Leadership are outlined in [Schedule 1 – S1.3](#).

### Who continues to receive allowances?

The following positions of leadership continue to be paid the allowances outlined in [Schedule 1 – S1.3](#):

- Tier 1 Middle Leaders
- Tier 2 – 5 Middle Leaders who have a substantive teacher rate up to Proficient 4
- Senior Leaders in primary schools with enrolments of less than 200 students (current EA was up to 325 students)

### Payment of allowances for Tier 1 Middle Leaders

- In the current EA:
  - all Middle Leaders are paid an allowance; and
  - the allowances are paid on top of a substantive rate “capped” at Proficient 6
- In the proposed EA, only the Tier 1 allowance will continue to be paid irrespective of the teachers’ substantive pay rate (S2.17.2).
- In the proposed EA, the cap will transition as follows (S2.3):
  - Proficient 7 from 1 July 2019; and
  - Proficient 8 from 1 July 2021.

*For example, from 1 July 2021, a teacher with a substantive rate of Proficient 8 who is Tier 1 Middle Leader will be paid a total remuneration of:*

<b>Proposed EA</b>	<b>If current EA P6 cap continued</b>
<b>\$117,208</b>	<b>\$108 697</b>
<i>(P8-\$108,695 PLUS Tier 1 - \$8513)</i>	<i>(P6 cap – 100,184 PLUS Tier 1 - \$8513)</i>

### Payment of allowances for Tier 2-5 Middle Leaders (Up to Proficient4)

- For Tier 2 – 5 Middle Leaders who have substantive rates up to Proficient 4, they will continue to be paid their substantive rate plus the relevant allowance outlined [Schedule 1 – S1.3](#). (S2.17.2 , S2.3)
- Once those Middle Leaders attain the substantive teacher rate of Proficient 5, they will then be paid the relevant substantive salary outlined [Schedule 1 – S1.3](#). (S2.17.4)

### Who receives substantive salaries?

- Under the current EA, no Middle Leaders receive a substantive salary
- In the proposed EA, the following additional positions of leadership will receive substantive salaries outlined [here](#):
  - Tier 2 – 5 Middle Leaders who are or become Proficient 5 or above (S2.17.4); and
  - Primary Senior Leaders with enrolments of 200 – 325 students (S2.11.7)
- Those substantive rates will increase consistently with the annual 2.5% increase and the transition from the current cap of Proficient 6 as follows:
  - Proficient 7 from 1 July 2019; and
  - Proficient 8 from 1 July 2021.

### Transitional Provisions – Assistant Principal (AP)/Deputy Principal (DP)

- You will note in salaries outlined [here](#) that from 1 July 2019 the salary structure has changed as follows (S2.3.5):
  - For APs - the current EA Level 1 has been removed with a new level added at the top
  - For DPs – the current EA Level 1 has been removed
- This means transitional provisions need to apply.

#### Level 1 AP/DPs (S2.13.6)

- For AP/DPs who were on the current EA Level 1 as at 30 June 2019, they will transition to the new Level 1 in the proposed EA.
- They will then progress to level 2 as follows:
  - For full-timers, on 1 July 2020;
  - For part-timers, whichever is the latter:
    - Completing an aggregate of 1200 hours of paid work; or
    - 1 July 2019

*Example 1 [S2.13.6(a)] - A Deputy Principal (DP) is appointed on 1 April 2019 on a full-time basis and is paid \$118,820 per year (level 1) on 30 June 2019 in accordance with the replaced agreement. From 1 July 2019, the DP will be paid \$124,649 (level 1) of this Agreement and increment to level 2 (\$130,968) on 1 July 2020.*

*Example 2 [S2.13.6(b)] – A DP is appointed on 1 February 2019 on a part-time basis at Level 1 of the replaced agreement. From 1 July 2019, the Deputy Principal will be paid level 1 of this Agreement.*

- *If the DP performs an aggregate of 1200 hours of paid work by 1 September 2020, then the DP will increment to Level 2 on 1 September 2020.*
- *If the DP performs an aggregate of 1200 hours of paid work prior to 1 July 2020 (eg. by 1 June 2020), then the DP will increment to Level 2 on 1 July 2020.*

AP/DPs above Level 1 (S2.13.7)

- For AP/DPs above level 1 as at 30 June 2019, they will transition to the relevant salary level outlined in the below table from 1 July 2019:

AP/DP level of current EA on 30/6/19 (previous level)	AP/DP level of proposed EA from 1/7/19 (new level)
Level 2	Level 1
Level 3	Level 2
Level 4 (DP only)	Level 3 (DP only)
Level 5 (DP only)	Level 4 (DP only)

- They will then progress to the next level as normally occurs for teachers with service on the previous level and the new level counting towards the annual increment date (that is, for full-time employees, the “anniversary date” is preserved)

*For example, a full-time Assistant Principal incremented to Level 2 (\$118, 820) on 1 April 2019 pursuant to the replaced agreement. From 1 July 2019, the Assistant Principal will transition to Level 1 of this Agreement (\$121,791) and can increment to Level 2 of this Agreement (\$124,649) on 1 April 2020. This preserves the anniversary date of 1 April 2020.*

Teachers holding multiple Middle Leader roles (S2.19.3(e))

- The change in this clause has been to cater for the change to substantive rates for the Middle Leaders referred above.
- Where a teacher holds multiple middle leader roles, the annual remuneration and release for each role are due to the teacher as follows:
  - If the teacher is eligible for a substantive middle leader salary, then they will receive:
    - The substantive rate for the highest Middle Leader position; plus
    - The applicable allowance for the other role(s)
  - If the teacher is eligible to only receive allowances, then applicable allowance for each role will be paid.
- As with the current EA, the above is subject to the combined remuneration cannot exceed the Tier 5 annual remuneration rate, with any excess being converted to additional time release

**Schedule 3 – Hours of Duty (Teachers)**

Secondary Schools - Collaborative Planning Time (S3.2.3)

- By no later than the start of the 2022 school year, secondary teachers will be provided with the equivalent time of at least 2 days per annum focussing on collaborative planning.
- Such time may be scheduled as an arrangement for the whole school or segments of staff.
- The time will be used to undertake collaborative planning (discussions, meetings, activities) based on the local circumstances and needs of the school.
- Arrangements to replace individual teacher’s preparation and correction time (PPCT) is not required when the PPCT is unable to be accessed due to scheduled collaborative planning time (S3.2.2(b)).

*Primary Schools – Contact Time and PPCT (S3.3)*

- By no later than the start of the 2022 school year, primary teachers':
  - contact time will be reduced by 30 minutes per week to 24 hours and 10 minutes;
  - preparation planning and correction time will be increased by 30 minutes per week (from 2 hours to 2 hours and 30 minutes per week)
- The PPCT provisions that were outlined in clause 7.15 of the current EA, have been moved to Schedule 3 in an attempt to group relevant provisions together more appropriately.

*Primary and Secondary Schools – Determination of “Other Duties” (3.9)*

Other duties (see S3.3.5) will be determined by scheduling before and after school activities taking into consideration any impacts on the ability of teachers to reasonably fulfil their professional responsibilities.

**Schedule 4 – Isolated Teachers’ Assistance Scheme (ITAS)**

No changes to this Schedule other than being renumbered.

**Schedule 5 – Incentive Payments – Remote Area Staff Scheme (IPRASS)**

The changes to this Schedule are as follows:

- Incentive payments for Level 4 centres will continue beyond the fourth year (S5.1.5(e) and (f)); and
- Relevant payments will be indexed by CPI.

**Schedule 6 – Flexible Learning Centres (FLCs)**

- A provision of the current EA established a Joint Working Party to consider matters relevant to the specific operations of FLCs.
- As a result, changes were agreed to be included as specific schedule in the proposed EA for FLCs.
- The specific provisions of the FLC Schedule will apply if they are inconsistent with other provisions of the proposed EA.

*Travel Time*

- Specific to and from travel time provisions where FLC employees are required to attend excursions, mobile programs and other external educational activities (S6.2)
- Travel time is paid time and included within an employee’s ordinary hours (excluding travel between home and the FLC) and includes time reasonably required to set up and pack up any materials.
- When calculating travel time:
  - it commences at the earlier of either:
    - arrival at the FLC or pick up of the first student, or
    - after the expiration of the usual travel time of the employee between home and work at the FLC (for example, if the usual travel time between work and home is 30 minutes, the period of time after 30 minutes is considered); and
  - it ceases at the latter of either:
    - The employee leaving the FLC for home or drop off the last student; or
    - After the usual travel time of the employee between home and work.
- When teachers are travelling with students for student supervision only, the travel time will be deemed to be “other duties” in accordance with Schedule 3 (Hours of Duty – Teachers).
- Kilometric allowance will apply in accordance with employer’s administrative guidelines for when employees are required to use their own car.

*Christmas Closedown arrangements – School Officers (S6.3)*

- Given the unique circumstances of FLCs and catering for local circumstances and vacation care that may operate, the dates and leave arrangements for Christmas closedown periods will be confirmed in writing with relevant employees by the end of Term 3 each year.

#### *Planning and Collaboration Time (S6.4)*

- Particular provisions include:
- Recognition of continued compliance with Schedule 3 (Hours of Duty – Teachers)
- The PPCT provisions in Schedule 3 do not reflect full range of practices within FLCs.
- The PPCT duties outlined in Schedule 3 may also include duties listed in clause S6.4.7 of the proposed EA and are referred to as Planning and Collaborative (PAC) time
  - 260 minutes of PAC per week is provided in lieu of PPCT (regardless of individual teaching contact time) to undertake individual and collaborative duties.
  - Circumstances may arise beyond the control of the employer where it is acknowledged that teachers may be unable to access minimum PAC, but it is acknowledged that flexibility and consultation is required by both parties to ensure the minimum PAC can be provided.
  - PAC may be aggregated up to one term by mutual agreement and prospective.

#### *Positions of Leadership (S6.5)*

The Schedule also confirms leadership considerations as follows:

- Associated Head of Campus/Head of Wellbeing for EREA FLCs may be appointed and paid the relevant fortnightly allowance and is responsible for Head of Campus (HOC) duties in the absence of the HOC for up to 4 weeks;
- Teacher in Charge/Deputiser may be established in FLCs without an Associate Head of Campus/Head of Wellbeing who will be:
  - responsible for Principal/HOC duties with P/HOC is absent for up to 4 weeks
  - appointed for a maximum period of 12 months, which may be reviewed during and end of appointment
  - paid an agreed fortnightly allowance.

#### **Schedule 7 – Appraisal Process Principles**

No change to this Schedule other renumbering.

#### **Schedule 8 – School Officers’ Classification**

No changes to this Schedule, but note the School Officer Review - Joint Working Party referred to in Part 8 above.

#### **Schedule 9 – Counsellors (Without Teacher Qualifications) – Characteristics – Qualifications - Duties and Skills**

No change to this Schedule, other than renumbering.

#### **Schedule 10 – Term-Time Employees other than Teachers**

The Schedule has been renumbered and:

- Clarifies nurses can be covered by term time provisions by changing the name of the Schedule; and
- Notes that term-time services staff employees may have their wages annualised S10.10.

#### **Schedule 11 – Nurses**

Changes to this Schedule are as follows.

##### *Term-Time*

Provisions have been changed to clarify term-time provisions (Schedule 10) apply to nurses and have their wages annualised over a year in the same manner as school officers/services staff employed by their employer (S11.3.1(f))

##### *Directed Senior Nurse*

Where there are 2 or more Level 1 nurse with no Level 2 or 3 nurses, the employer may direct and name one nurse to the senior nurse and be paid a weekly allowance.

##### *Time off in lieu of overtime*

Time off in lieu of overtime provisions have been inserted as follows (S11.4.7(c)):

- The employee and employer may agree to receive time off in lieu of overtime (on a time for time basis), which will be recorded in writing
- Time off in lieu will be taken at a mutually agreed time within 12 months of accumulation, which can be extended if there written agreement between the union and the employer to do so
- Time off in lieu may be banked to a maximum of 38 hours at one time, which can be increased if there is written agreement between the union and the employer to do so
- On termination or after 12 months (in the absence of written agreement between the parties), accumulated time off in lieu will be paid at the employee’s ordinary time rate of pay.

*Generic Level Statements*

- The generic level statements of the current EA have been removed as being inappropriate for the school setting (hospital focussed).
- They have been replaced with simplified provisions that incorporate the classification descriptors outlined in [Schedule A](#) of the *Educational Services (Schools) General Staff Award* (Modern Award) that apply to registered nurses.
- The following table outlines the comparable classifications in the proposed EA and the Modern Award:

Classification Levels - <i>This agreement</i>	Equivalent Classification Levels - <i>Modern Award</i>	Typical Activities
<b>Registered Nurse Level 1</b>	<b>Nursing Services Grade 1</b>	<ul style="list-style-type: none"> <li>• Providing primary nursing care with its associated responsibility</li> <li>• <i>Occupational equivalent - school nurse</i></li> </ul>
<b>Registered Nurse Level 2</b>	<b>Nursing Services Grade 2</b>	<ul style="list-style-type: none"> <li>• Providing health counselling, health education and acting in a resource capacity to the school community, in addition to providing primary care with its associated administrative duties</li> <li>• <i>Occupational equivalent - school nurse</i></li> </ul>
<b>Registered Nurse Level 3</b>	<b>Nursing Services Grade 3</b>	<ul style="list-style-type: none"> <li>• Providing Health Counselling, health education and acting in resource capacity to the school community, in addition to providing primary nursing care with its associated administrative duties and being responsible for the co-ordination, administration of health services and who is in charge of or directs the activities of other employees of the school’s health service</li> <li>• <i>Occupational equivalent – Nurse in charge</i></li> </ul>

**Schedule 12 – Services Staff**

*Broken Shift Allowance (S12.3.3(h))*

A broken shift allowance has been reinserted into the proposed EA and provides:

- an allowance of \$12.60 will be paid per day where an employee works a shift that is broken into 2 or more periods (excluding rest pauses and meal breaks) where the unpaid break between such periods is greater than one hour
- The allowance will not be paid if the hours worked by an employee are pursuant to multiple contracts (clause 8.9) and there is not a break greater than one hour between any of those hours worked on that day.

*Penalty Payments for Cleaners*

S12.3 and S12.4 have been amended to clarify that cleaners will receive the penalty payment of 15% when working ordinary hours between 6pm and 6 am Monday to Friday.

*Trainee Provisions (S12.2.4)*

The trainee provisions (including Attachment 1 of the current EA) have been removed with the proposed EA noting the employment entitlements for trainees are outlined in the [Educational Services \(Schools\) General Staff Award 2010](#), which incorporates the terms of [Schedule E to the Miscellaneous Award 2010](#).

**Schedule 13 – Conditions of Employment for Boarding Schools Supervisions Staff**

*Board and Lodgings (13.7)*

The board and lodgings clause has been amended to outline the following:

- If an employee is provided board and lodgings by the employer, then the employer may deduct amounts for the reasonable cost of providing such board and lodgings from the wages payable to the employee;
- A written agreement must be entered into before any deductions occur and such agreement cannot be unreasonably withheld by either party;
- A written agreement for such deductions must not have the effect of contravening [section 326 of the Fair Work Act 2009](#) (ie. it must be a reasonable arrangement);
- For the purposes of the above, “board and lodgings” includes when an employer may provide lodgings without meals.

*Wages (13.8)*

- The current EA refers to 2 types of wage rates that can be paid to boarding supervision staff, namely, minimum (Table 1) and aspirational (Table 2) rates – see [here](#).
- The current EA outlines a process of exchanging letters between the employer and the union to make the aspirational rates an enforceable term of the current EA. This has not occurred to date. However, the ability for such an exchange of letters to occur in the future has been retained in the proposed EA.
- The current EA also contains references to rates that may have been paid above the minimum and aspirational rates becoming enforceable terms of the EA with those actual rates being recorded in an exchange of letters between the union and the employer. These provisions have been removed from the current EA. However, an employer cannot pay wages less than what you are being paid at the time the proposed EA comes into operation.

**Schedule 14 – Children’s Services**

No change to this Schedule, other than renumbering.

**Schedule 15 – Long Service Leave - Teachers**

No change to this Schedule, other than renumbering.

**Schedule 16—Miscellaneous Provisions from Previous Agreements**

No change to this schedule.

**Schedule 17 – Supported Wage System**

No change to this Schedule, other than renumbering.