



EB10 SBU Meeting #1

Tuesday 29 November 2022

MINUTES

1 Welcome

a. Attendance and apologies:

Employee Representatives:

Terry Burke (TB) IEUA-QNT

Monique Roosen (MR) IEUA-QNT

Paul Giles (PG) IEUA-QNT

Nicole Kapernick (NK) IEUA-QNT

Employer Representatives:

Ray Kelly (RK) QCEC

Gary Cooper (GC) RCEO

Stacey Van Der Meulen (SV) BCEO

Jonathan Outerbridge

Susan Skoien QCEC

Colin O'Neill (CO) BCEO

Kristy Greenhatch (KG) TSV

Jennifer Elvery (JE) RIG/RIB

Deb Crotty (DC) CES

Marsha Daskalakis (MD) EREA

***Parties means both employer and employee representatives.**

b. Acknowledgement of Country

c. Prayer

2 Business of the meeting

2.1 Meeting Protocols

a. Chair

Parties agreed to have rotating chairs on alternate meetings.

b. Agenda and minutes

i. Parties aim to have:

- the agenda available on the Wednesday, the week before each SBU
- outline of the agenda from discussions of the previous meeting

ii. Parties agree to have minutes available to all employees on Employer EB10 website, noting that this should not inhibit the parties from effectively negotiating on matters that require "off the record comments".

c. Caucus protocols

i. Either party can request caucus at appropriate times.

ii. A caucus room will be made available at the relevant venues for the meetings.

d. SBU SharePoint site (including Communications)

i. Employee representatives will use SBU site as a repository for the documents but will table hardcopies during meetings. Electronic copies of the materials tabled will be uploaded subsequent to each meeting by employee representatives.

ii. Employer representatives committed to using the SBU site to table relevant documents during meetings and will not be using paper copies.

- e. *Confirmation of meeting dates – (Attachment 1)*
- i. Meeting dates as outlined in **Attachment 1** were confirmed by the parties.
 - ii. The meeting of 2 February 2023 will commence at 11am and be held at the IEUA-QNT.
 - iii. Venues for meetings number 5 to 8 will be shared by the parties and employee representatives will provide dates on when their offices can be used.
 - iv. Employer representatives are proposing for transparency and efficiency that all communications by the parties to their constituents will be uploaded to the SBU site for transparency, which can also include letters exchanged between the parties so that the SBU site will become a “one stop shop” for information relating to negotiations which all SBU members can easily access. Employee representatives will confirm their view in regard to this proposal by next meeting

2.2 Industrial Protocols

a. *Bargaining Protocols*

The parties agreed to the draft negotiating protocols that were tabled (see **Attachment 2**).

b. *‘Church in the Workplace’*

This document was acknowledged by the parties. Employee representatives spoke to its relevance in these negotiations. It is available on the QCEC website.

c. *Status of Single Interest Employer Authorisation*

Employer representatives confirmed that SIEAs for RI/PJP Employers and Diocesan Employers have been issued by FWC following receipt of the relevant Ministerial declarations.

d. *Industrial Context/Scope of Agreement*

i. Employee representatives:

- prefer to negotiate for separate EAs with each employer (currently 22 employers);
- acknowledged NERRs distributed by employers limited coverage, which, is not accepted and reserve their right to negotiate on scope pursuant to the “Stuartholme” decision ([2010] FWA FB 1714);
- reserved rights that may arise from the foreshadowed legislative amendments.

ii. Employer representatives confirmed that they had consulted with employee representatives about the content of the NERRs prior to distribution.

iii. Employer representatives also queried why the IEU-QNT preferred individual agreements with employers when ACTU and union movement generally is supporting multiemployer bargaining which employers have adopted via the SIEAs. Employee representatives stated they will pursue any legislative vehicle that will maximise their capacity to represent employees.

e. *Form of Agreement*

EAs approved by FWC in accordance with legislative requirements.

f. *Bargaining Representatives*

i. Employee representatives are expecting to have up to 9 union members, participating in SBU meetings from across the sector – 6 from Diocesan employers, potentially 2 from BCE and the remaining employee representatives from EREA and RIB/ RIG employers. -Employee representatives advised that a potential employee school representative will first discuss their participation with employers and then formal written requests will be made and advice provided. IEU-QNT intend to meet with those representatives in vacation break before next SBU meeting.

ii. Employers confirmed:

- they are not aware of any other bargaining representatives at this stage; and
- Ray Kelly has been formally appointed as a bargaining representative for each employer.

2.3 Other Procedural matters

Nil

3 Logs of Claims (LoCs)

3.1 Employee Log of Claims

a. Tabling of Log of Claims (LoCs)

i. Employee representatives provided context to LoCs to be tabled:

- EB9 is a mature document, but topics included are still good – 28 years old, but has evolved with conditions, but can be made more contemporary and need we need to be mindful of NES modifications.
- Emerging issues also need to be dealt with regarding the pandemic and inflation.
- some issues may relate to some employers more than others and may be dealt with in other discussions, but there are matters that cannot continue to be left aside:
 - School Officer (SO) conditions
 - Contemporary remuneration; and
 - Workload, a focus on teaching, but not limited to them
- seeking fundamentally to ensure contemporary outcome for ongoing viability and function of Catholic schools in Qld.

ii. Employee representatives tabled hard copy of the IEU-QNT LoCs “*Catholic Schools Collective Bargaining 2023*” (see **Attachment 3**).

iii. Employee representatives will table clauses complementing the claims over the next two meetings (i.e. by end of February). The following discussions ensued regarding the numbered items:

1. Addressing unsustainable workload/work-life balance

- Employee representative referred to recent academic articles that attraction and retention of teachers relate to workload, remuneration and ITE issues

Item 1.1– Updating teacher hours

- Employee representatives stated:
 - hours of duty provisions were generally, 110 years old – with a 40 year structure in Catholic schools
 - foundation is sound but deployment and integration needs updating
 - the bundles of time need to be revisited – contact, non-contact, directed, co/extra-curricular
 - This is a shared problem that must take into account of the attraction and retention of employees.

Item 1.2 – Additional day for PPCT each term

Item 1.3 – PPCT for composite classes

- Employee representative stated:
 - for Year 11/12 subjects with composite classes and curriculum changes;
 - cohorts up to 28 students in one Year 11/12 composite class (other sectors run separate classes);
 - not excluding primary composite classes, but sharpest advocacy for Year 11/12; and
 - The above matters are emerging issues that need to be addressed.

Item 1.4 – Limit before and after school directive activities to 1/week – school to decide how to best use the limited time

- Employee representatives noted that there must be limits on meetings held, including for how long.

Item 1.5 – Increased release time and PD for new initiatives – PD in staff meetings

- Employee representative stated:
 - Employers vary in culpability. Meetings with Diocesan Directors have been useful (noting sometimes delegated by Directors), but often asked whether issues raised at school level first, which is not genuine response and if so, generally told increased release time not in the EA.
 - when queried where this occurs, probably not issues in Cairns and Rockhampton dioceses and some issues in RI/PJP but the focus is on Dioceses.
 - Professional development must be included as a mandatory item for school meetings.

Item 1.6 – School officers to undertake student supervisions/administrative tasks of teachers

- Employee representatives stated:
 - this should be noted as a “5 star” issue;
 - Comparatively large sums of money for teachers;
 - Teacher expectations based on 70s model and not evolved in some cases (an example provided of a Principal requiring teachers to procure and record taking of stationery – Employer representative requested the name of school outside of meeting so that discussions could take place with the relevant principal);
 - Existing provisions of EA need to be enhanced to utilise SOs and what duties should not be considered appropriate for teachers to undertake in relevant contexts;
 - Acknowledged that some SOs may be reluctant to undertake certain work when requested, but employers would be supported in reasonably managing this;
 - There must be enforceable principles for school officers to undertake additional duties.

Item 1.7 - Moratorium on new initiatives in 2023

- Employee representatives stated:
 - Important to address workload issues
 - IEU-QNT stated need to manage what is being done now, as there is not capacity for any more work to be done.
- Employer representatives queried what is defined as new initiative - some initiatives may commence with a view to improving workloads, eg. implementing new systems. Employee representatives will take that issue on board.

Item 1.8 – Operative representative SCCs at each site to address workload

- Employer representative queried whether the claim related to “SCC”s set up for middle leaders or the “EBSC”s referred to in the EA. Employee representatives stated not referring to the SCC for MLs;
- Employer representatives stated they have a claim about how such forums are activated/established. It is believed that not all school employees would want a standing meeting (or extra meetings) if issues raised and resolved;
- Employee representatives stated there must be:
 - training;
 - Timely meetings; and
 - A jointly agreed agenda, with a standing agenda item for workload.

Item 1.9 reducing the maximum number of covers

Item 1.10 – Extra support where significant number of NCCD identified students

Items 1.11 – NCCD JWP to identify and encourage best practice

- Employee representatives stated some employers better than others in NCCD with significant misunderstandings of what is being required – shocked by the level of documentation that is expected by some employers which is in excess of NCCD requirements.
- The parties discussed concerns in relation to communications in the past about the issue not being constructive and general consensus on looking forward about the issue.
- Employer representative noted understandings and practices regarding NCCD are evolving and open to constructive discussions and opportunities for improvement, whether this needs to sit in the EA can be considered.
- Employee representatives noted that it's also about addressing workload in this space.

Item 1.12 – Paid reproductive health – to cover all genders.

- Employee representatives note that a clause will be provided for this claim item which will provide answers to the employers' preliminary questions.

2. Fair pay and contemporary conditions

Item 2.1 – Percentage wage increases at least commensurate with EQ

- Employee representatives stated:
 - “commensurate” includes headline increase and cost of living adjustment (COLA)
 - understand payment of lump sums is simpler for governments given revenue stream and a lesser impact on credit ratings, which is different for non-government sector
 - therefore, seeking increases to wages, taking into account, inflation
 - seeking 3 year agreement, so still need to understand impacts for third year payment as EQ new agreement will be up for renegotiation.
- Employee representatives also acknowledged the 4% wage increase paid for 2022 to all employees.

Item 2.2 – Allowances - open to roll up

Item 2.3 – Remote area incentives for staff (including SOs) – significant changes in the public sector regarding the calculation and payment for remote area allowances.

Item 2.4 – Superannuation to reflect EQ outcome

- Employee representatives seeking the public sector outcome that is understood to be implemented from 1 April 2023 where all employees will receive 12.75% without requiring employee co-contribution.

Item 2.5 – HALT to match EQ salaries and commitment to support HALT aspirants

- Employee representatives stated:
 - there has been no overt collaboration with union in supporting and promoting HALT applicants; and
 - overt support (i.e. financial and release time) must be made to the employee - there must be opportunities given to the applicant to give them space to meet the requirements of HALT.

Item 2.6 – Remove requirement of beginning teachers having full registration before incrementing and explicit recognition of relevant overseas teaching service

- Employee representatives stated really two separate issues, but early teachers taking offers elsewhere where they can progress without meeting the requirements in the Catholic sector of full registration and wanting to discuss issues around recognising overseas experience.

- Employee representatives view that the 'hurdle of obtaining full registration' is a barrier to retaining and attracting staff. Hence, this barrier to progression needs to be removed.

Item 2.7 – Review and variation to Guidance Counsellor salaries for consistency

- Employee representatives stated divergence of conditions and remuneration for school counsellors, noting there are different skills evident and not a straight forward issue.
- Employee representatives also stated that this class of employee must be recognised and remunerated appropriately.

Item 2.8 – Include classification structures and pay rates for instructional services staff

- Following a query, employee representative stated that acknowledging them as SOs is a start. Separately, for existing employees (e.g. teacher) who may also undertake sports coaching, there needs to be clarity of what is required and the compensation, which does not necessarily have to be outlined in the EA.

Item 2.9 – Certainty of a base quantum of hours for part-time employees

- Employee representatives are seeking certainty of minimum hours for all part-time employees.
- Employer representatives queried the implications for flexible working arrangements.
- Employer representatives also noted that we need to be mindful of any unintended consequences.

Item 2.10 – Contemporary family friendly parental leave provisions

- Item as discussed in the employee representatives' log of claims. Amendments to the existing arrangements will be tabled at a future meeting.

3. Greater professional recognition and career pathways

Item 3.1 – Pandemic leave and not access personal leave for isolation requirements

- Employee representative stated that the employer policy was generally not worked well and the use of personal leave first then pandemic leave was problematic.
- Employee representatives are looking for a functional clause that takes account of the lessons learned by the parties.

Item 3.2 – School officer alternative classification matrix – mechanism to review PDs

- Employee representative stated this is another "5 star" issue and seeking 8 levels in classification structure. Employee representatives position will be uploaded into 'SharePoint'.
- Employee representatives are also considering their position on wages.
- Employee representatives also noted that operational guiding documents (i.e. A Guide to Writing a Position Description and position descriptions) are useful for complementing what is being sought in the replacement collective agreements.

Item 3.3 – School officers employed consistently for ten (10) hours or more to be continuing

- Employee representatives discussed this item as tabled.

Item 3.4 – Term-time School officers option to work an extra three vacation weeks each year

- Employee representative stated in response to queries:
 - the impetus was that SOs returning to work on first day of school and significant tasks to be done that could be done in week before;
 - 3 weeks was based on 1 week before start of term 1 and then 2 other weeks in other vacation periods to do relevant tasks;

- ⊖ assuming 40 week school year, then contract will be for 43 weeks minimum and up to employee to decide to work the 3 weeks in vacation or not;
- noted that issues regarding annualised salaries would need to be worked through.

Item 3.5 – Middle Leader remuneration to reflect their contribution to school functioning including protection of their PPCT such that it is not expended on other directed activities

- Employees noted that this claim is about having the similar protection of PPCT as teachers and the funding relativities for Middle Leaders.
- Employee representative stated in response to queries:
 - concerns about relativities and paid including HALT ;
 - the positions have more responsibility and accountability, assessment and reporting regime, pastoral and dynamic of student cohort, implementation of national curriculum, overloaded curriculum and how this gets managed – representing the views of those employees

Item 3.6 – Middle Leader positions in primary schools by employers - conditions should be transparent

- Employee representatives are seeking to make clear the conditions for primary middle leaders. The claim is essentially about having employer specific schedule of conditions for this category of employee. Further discussion is required regarding the location of the schedules (in EA or otherwise).

Item 3.7 – Senior Operational Managers - associated conditions be transparently scheduled – related to claim above for 8 levels in classification structure because of their high levels of accountability.

Item 3.8 – Senior Leaders salary rates, career progression and release time to be amended

- Employee representative stated:
 - that the current structures been in place for about 30 years (e.g. number of DPs, APs);
 - two DP model is no longer adequate as significant increase in responsibility;
 - queried roles and whether Senior Leaders should still be teaching classes;
 - the relativities between HALT and Middle Leaders and Senior Leader rates are considered;
 - that they are looking for contemporary remuneration and conditions for Senior Leaders; and
 - in response to a query about transition from PAR to Senior Leader, employee representatives questioned whether a process of mimicking the public sector is no longer ideal.
- iv. Employee representatives concluded that their claims are framed looking to the future and not looking for immediate implementation dates, but looking for clear enhancements to EAs and indicated the following critical issues:
 - School Officer Classification Structure, with a meaningful classification and wages scale
 - Contemporary remuneration; and
 - Workload/Hours of Work

b. Questions/Queries

Nil further questions

c. Preliminary response to Employee log of claims

- i. Employer representative appreciated that IEU-QNT identified their critical issues, but also noted the range of issues being sought that have cost implications, including:
 - commensurate remuneration outcomes to EQ that are not replicated in other states (increases to wages, COLA and superannuation)
 - on top of EQ outcomes, additional increases to SOs, MLs and SLs

- review of hours worked by teaching staff
- ii. Employee representatives stated there is a lot happening in schools and the IEU-QNT committed to making meaningful interventions into workload.

3.2 Employer Log of Claims

a. Tabling of Log of Claims

- i. Employers electronically tabled “*EB10 Employer Log of Claims*” (**Attachment 4**).
- ii. Employer representative:
 - outlined the Guiding Principles for EB10 negotiations for employers
 - highlighted employers’ stance on operative date for backpay (4.) and former employees’ non-entitlement to EB10 enhancements (6.) as consistent with EQ bargaining approach
 - confirmed the previously stated collective goal of the parties was to finalise negotiations by 30 June 2023 and employers will be working towards this
 - ease of understanding the EAs is important to employers and employees alike and this is inhibited by unnecessary information, including references to legislation that is known (e.g. anti-discrimination) - work undertaken by parties to date to simplify non-teaching conditions is acknowledged and appreciated

Item 1 – Clarification, streamlining and simplification of EAs

- Employer representative noted that items in Schedules 1 and 2 are for clarification, consolidation, updating and intended for consideration in sub-committees and not in SBU meetings unless required

Item 2 – Coverage

- Employer representative noted:
 - that the rationale for the employers’ coverage claim has been previously discussed with the IEU-QNT and this is not a “thin edge of the wedge” issue
 - there may be some overlap of claims in regard to instructional services employees (other than sports coaches) given employers are open to classifying them as SOs as previously raised by the IEU-QNT during ASOCs discussions

Item 3 – Wages/Salaries/Allowances

- Employer representative outlined that there have been opportunities for students or other young people to be employed to assist schools and other staff in completing very basic administrative tasks (e.g. additional scanning required in peak periods). The inclusion of junior rate modern award percentages in the EA will assist the employment of young people employers and other staff. As in the modern award, junior rates will only apply to levels 1 or 2 and the percentages will be applied to the EA rates, not modern award rates.

Item 4 – Review the appropriateness of maintaining legislative references or policy issues

- Employer representative seeking removal of unnecessary references that have the force of law (e.g. unnecessarily long superannuation clauses, anti-discrimination, safety) or appropriately placed in policy (complaints).

Item 5 – Part-time teaching

- 5.1.1. – *Greater than 0.9 if requested and agreed by employer* - Discussion of the practicality of this with timetabling requirements. Employer representatives confirmed that employees often make these requests.

- 5.1.2. – *Additional hours* – claim to clarify obligations as the referencing to “continuing” technically excludes fixed-term teachers and there is internal inconsistencies in entitlements for job share and non-job share additional part-time hours.
- *Item 5.2 – Permission to teach* – Employer representatives outlined a position on wage rates for Permission to Teach staff. Employee representative noted that such employees are not all the same - not rejecting the claim, but, it may be overly simplistic for the circumstances. Employer representative noted using the “3 year trained” teacher salary provides some alignment with EQ.

Item 6.1 – Replacement of MLs mid tenure

- Employer representatives outlined employers are seeking discretion to replace MLs terminating mid tenure on a fresh tenure or remainder of the period. This may be because of an attraction issue and the role is not expected to be subject to review at end of tenure;
- Employee representatives are concerned about unintended consequences.

Item 7.1 – Paid Parental Leave and still births

Item 7.2 – Employer direction criteria for directing long service be taken

- Employer representatives stated an employer liability arises after 7 years, whereas EAs refers to an at least a 10 year accrual prior to a direction being able to be issued
- there was a general discussion and a concern to be careful as to not confuse the issues

Item 7.3 – Personal Leave and evidence in certain circumstances

- Employee representative raised the following issues:
 - potential burden on health systems
 - Employees being able to access GP appointments
 - is it necessary in dealing with small number and implications for wider employees?
- Employer representative stated:
 - requirements are common in many EAs and often it is other employees who must take up additional work where an employee is taking frequent unplanned absences without requiring medical or other reasonable evidence
 - happy to consider for item 7.3.1. that employees first be notified of the requirement for future absences as in item 7.3.2.

Item 8 – Review multiple contract provisions

- Employer representatives stated:
 - some employees are requesting arrangements that are currently restricted in EAs and employers seeking to agree to those requests to assist them financially;
 - in relation to item 8.2, there are provisions in the EA that recognise working, in excess of, 38 hours (up to 10 hours – resident teachers and full-time boarding supervisors working averaged hours) and existing employees want the additional work, but not being offered it, because it would currently require overtime and employers will offer it to someone else.
- Employee representative stated in regard to the concept of the foregoing overtime that:
 - sometimes you need provisions to save people from themselves
 - not going to allow individuals to give up 100 years of struggle by others to achieve the gains made.

Item 9 – Review Boarding Supervision provisions for unpaid meal break and “fatigue” payments



Items from Schedules 1 and 2 that were particularly discussed:

- *Schedule 1, Item 26 – Broken Shift* - Employee representative believed this is a significant change and means employees could just be rostered off. Employer representative noted it is not possible just to roster someone off and it is about when an employee has been rostered, but they are not able to attend to work, that is what is directed towards.
- *Schedule 2, Item 1 – Consultation* - Employer representative noted discussion already about EBSC in relation to IEU-QNT LoCs, but, seeking the forum to be established as needed and requested by either party as not looking for employees to attend another meeting unnecessarily if issues raised and resolved previously. In other words, not looking to mandate an obligation for meetings in a school if not required. If requested, then do so.
- Employee representative thanked employers for including comprehensive information in the LoCs

b. Questions/Queries

Nil further questions

c. Preliminary response to employer log of claims

Employee representatives understood the employer LoCs

3.3 Caucus to discuss Log of Claims

Not taken

4 Other Business

5 Next meeting

5.1 Proposed Agenda

- i. Employee representatives intend to table clauses in relation to:
 - Hours of duty
 - Reproductive health
 - Wages
 - School officers

Some will be tabled before the meeting and others need to be contextualised.

- ii. Employer representatives noted this could cover the meeting but will also consider what clauses it may table.

5.2 Thursday 2 February 2023 at 11am

Venue: IEU-QNT, 346 Turbot Street, Spring Hill, Queensland 4000

- i. Employer representatives:
 - were open to finishing next meeting, at 4.30pm given later proposed starting time, but mindful of flight times for regional participants
 - Noted requirement for WIFI access, but also availability for Zoom for some participants to maintain continuity where possible. Employer representative understood and noted the benefits of the SBU SharePoint is that all the information is in one spot and allows participants to get up to speed quickly even if miss a meeting

6 Close of meeting 2.05pm



ATTACHMENT 1

Proposed EB10 SBU Dates

29/11/22	Tuesday	SBU#1	ACU
02/02/23	Thursday	SBU#2	IEU-QNT
21/02/23	Tuesday	SBU#3	ACU
16/03/23	Thursday	SBU#4	ACU
20/04/23	Thursday	SBU#5	
11/05/23	Thursday	SBU#6	
30/05/23	Tuesday	SBU#7	
20/06/23	Tuesday	SBU#8	

Confirmed



AGREED NEGOTIATION PROTOCOLS

SBU Meeting #1 – 29 November 2022

Purpose

The purpose of these protocols is to ensure a shared commitment to a negotiation process that is:

- fair and transparent; and
- respectful to individual participants and stakeholders.

Protocols

Negotiating parties agree to the following protocols as part of the negotiation process:

1. All parties will be treated with dignity and respect.
2. All parties will be prepared for meetings and be available for the full scheduled period of the meeting. If a party is unable to do so, then they will provide prior notification to other parties.
3. The meeting agenda will be followed, unless there is prior agreement or circumstances arise unexpectedly that make it more efficient to amend the agenda on the day of the meeting.
4. All communications will be respectful and in good faith.
5. One person will speak at a time. Disagreements on issues will no doubt occur – such disagreements will remain focused on the issue and will be addressed with respect for and between the individuals engaged in the discussion.
6. Where possible and appropriate in the context of the issue being raised, information relevant to the negotiation will be shared between the parties at least 2 working days before each meeting. The parties will use a designated SharePoint site accessible by all meeting participants for tabling/“filing” documents exchanged for the purposes of the negotiation. As this is the first time that such a site has been used, the parties will discuss protocols to assist in sharing, storing and accessing documents efficiently.
7. All parties recognise the commitment of time and resources to the bargaining process. Therefore, all parties will seek to maximise the benefits of the time allocated to negotiation meetings. Time outs to hold discussions between groups of parties (caucus) are encouraged where it is in the interests of efficient negotiations.
8. Minutes of the meetings will be prepared on behalf of the Queensland Catholic school employers and will be distributed to meeting participants no later than 5 working days following the meeting. The minutes will be “ratified” as the first agenda item of the next meeting. Should there be disagreement about the minutes, such disagreements, where possible, should be resolved prior to the meeting at which the minutes are to be ratified. The ratified minutes will be available to all employees to be covered by EB10.
9. As part of the negotiating process, a party may request a document tabled or provided at a negotiation meeting by that party remain confidential to the formal negotiating parties and not be further distributed. Any such requests made by one party will be respected by the other party.



Catholic Schools Collective Bargaining 2023

Employee Log of Claims

Tuesday, 29 November 2022

Without Prejudice

For the various collective agreements covering the employing authorities

1. Addressing unsustainable workload and ensuring work-life balance

Members have identified current workload and ongoing work intensification as a major issue and a priority concern to be addressed in this round of bargaining.

A number of strategies have been identified to make a meaningful intervention to the issue. Strategies include:

- 1.1 Updating of teacher hours of duty models to include parameters of directed duties including the frequency and length of meetings, attendance before and after school and the identification of PPCT allocations on teaching timetables.
- 1.2 Provision of Planning Preparation and Correction Time (PPCT) for teachers and an added full day additional release day each term for collaborative planning and associated activities.
- 1.3 Calculation of PPCT where more than one year level is housed and taught within a room or where composite classes are run should reflect reality of differential planning and preparation.
- 1.4 Established parameters regarding scheduling directed before and after school activities including limiting such activities to a maximum of one per week (for which advance notice is provided).
- 1.5 Increased support in the form of release time and professional development to deal with new programs and initiatives. The inclusion of mandatory PD in programmed staff meetings where possible.
- 1.6 Increased school officer support with student supervision where this is not already occurring and with other tasks such as data entry and record keeping.
- 1.7 Moratorium on any new initiatives in 2023 and the collection and audit of current workload/s. New initiatives accommodated within normal hours of duty and within the span of the Academic year.

- 1.8 Representative School Consultative Committees (SCCs) have a major role to address work intensification issues at the site-specific level. Where they are not currently operative, they should be formed and/or enlivened. Targeted action to meaningfully reduce workload.
- 1.9 Reduction in the maximum number of “covers” that teachers may be directed to undertake in any semester.
- 1.10 A commitment that where a significant number of NCCD identified students are in a class the class teacher will be provided with extra specified support (including enhanced PPCT) to assist with required record keeping.
- 1.11 Establishment of a NCCD JWP to identify best practice and encourage consistency across and within the Catholic sector.
- 1.12 A form of paid leave needs to be negotiated and implemented to meet the needs of staff regarding reproductive health.

2. Fair pay and contemporary conditions for all school staff

Members seek remuneration for all school staff which reflects cost of living increases as well as benchmark wages and financial entitlements now established in Queensland generally and in the education sector specifically.

A number of responses have been identified to address this issue. These include:

- 2.1 Percentage wage increases at least commensurate with Education Queensland percentage wage increase.
- 2.2 Other financial entitlements in the form of allowances available elsewhere in the sector to be incorporated into total annual remuneration.
- 2.3 Remote area incentives for all staff (including school officers and services staff) in designated remote areas.
- 2.4 Superannuation entitlements reflecting the contemporary benchmark standard in the education sector in Queensland.
- 2.5 Commitment to matching Highly Accomplished Teacher’s and Lead Teacher’s salaries (HALT) paid in Education Queensland as well as an employer commitment to support HALT aspirants financially and in other ways to achieve HALT classification/s.
- 2.6 The removal of the requirement of beginning teachers to achieve full teacher registration before they begin to transition through the classification structure and explicit recognition of relevant teaching service including overseas.
- 2.7 Review and variation to Guidance Counsellor salaries to reflect consistency across Queensland.

- 2.8 Establishment and inclusion in the agreement of classification structures and pay rates for instructional services staff.
- 2.9 Certainty of a base quantum of hours for part-time employees.
- 2.10 Contemporary family friendly parental leave provisions.

3. Greater professional recognition and career pathways

Members have prioritised pandemic leave as vital to maintaining their commitment to and engagement with their students and colleagues in a reality where such leave is now a necessity.

- 3.1 A Pandemic leave entitlement should be included such that no employee has to access Personal leave to deal with isolation or other requirements of a declared pandemic or to meet employer directives.

Members have highlighted professional recognition and career pathways as a priority for this replacement collective agreement.

- 3.2 **School officers** seek that their current classification matrix is replaced by the alternate structure considered over the past two years which reflects their knowledge, skills and responsibility in a contemporary workplace. Associated with the introduction of a new S/O classification structure should be mechanisms to review and rewrite current PDs and determine accurate classification levels.
- 3.3 **School officers** employed consistently for ten (10) hours or more per week over a two (2) year period seek to be granted a base ten (10) hours minimum continuing status.
- 3.4 **School officers** who are employed only term-time seek the option to work an extra three weeks each school year during non-pupil attendance to undertake tasks of preparation or finalisation.
- 3.5 **Middle Leader** remuneration should reflect their contribution to school functioning, as well as protection of their PPCT such that it is not expended on other directed activities.
- 3.6 **Middle Leader** positions have been implemented as additional positions in a number of primary schools by several employing authorities. These positions and their associated conditions should be transparently scheduled.
- 3.7 **Senior Operational Managers** and such positions and their associated conditions should be transparently scheduled.
- 3.8 **Senior Leaders** salary rates, career progression and release time to be amended to reflect their work and responsibility.

EB10 EMPLOYER LOG OF CLAIMS

Guiding Principles

Everything we do is to enable Queensland Catholic schools to provide high quality student outcomes for the children of families who choose our schools.

In negotiations for a new enterprise agreement (EA), we (the Catholic Employing Authorities) will be guided by the following principles:

1. To provide our employees with an opportunity to vote on a proposed EA as soon as reasonable by committing to collective, timely, and efficient good faith bargaining that is finalised as a “total package” – bargaining will be on a without prejudice basis until this is achieved.
2. The proposed EA is to contain terms and conditions of employment that:
 - a. value the employee contributions to high quality student outcomes; and
 - b. keeps Queensland Catholic education sustainable as a whole and accessible to families.
3. To clarify, streamline and simplify the contents of the EA where appropriate, including reviewing the appropriateness of maintaining:
 - a. references to legislative obligations that already have the force of law; and
 - b. policy matters which may be better placed in the employer policy framework.
4. A simplified enterprise agreement supports:
 - a. employee and employer engagement with the document;
 - b. compliance by employers; and
 - c. employees understanding their conditions of employment.
5. If an in-principle agreement (IPA) on a “total package” is not reached with unions by 30 June 2023, then the operative date for initial wage/salary increases will be to the 1st day of the month that (IPA) is reached. *(For example, if IPA is not reached until 30 August 2023, then increases would operate from 1 August 2023.)*
6. Employees who are not employed at the time the proposed EA comes into operation are not entitled to any EA enhancements (this includes backpay).
7. Keeping employees updated about the progress of negotiations.

EMPLOYER CLAIMS

General Abbreviations

In this document the following terms are abbreviated in **(bold)**:

- *Catholic Employing Authorities Single Enterprise Collective Agreement Diocesan Schools Queensland 2019 – 2023 (D EA)*
- *Catholic Employing Authorities Single Enterprise Collective Agreement Religious Institute Schools Queensland 2019 – 2023 (RI EA)*
- Potential replacement enterprise agreements collectively referred to as **EB10**

1. The clarification, streamlining and simplification of the contents of the enterprise agreement where appropriate to enable employers and employees to engage with the document more easily, including:

- 1.1. Consolidate the entitlements of employees (who are **not** teachers or counsellors – “general employees”) into one Part of EB10 where appropriate;
- 1.2. Correct typographical errors/inadvertent omissions, consolidate and clarify provisions where necessary (see **Schedule 1**, which is not intended as an exhaustive list)
- 1.3. Rewrite and update clauses that are not contemporary, for example, based on outdated and redundant Queensland state awards (see **Schedule 2**, which is not intended as an exhaustive list);

2. Coverage – 1.4

- 2.1. Some school-based employees are currently covered by EB9, but do not have clear conditions outlined in EB9 or have their conditions refer to a relevant modern award. In those circumstances, the conditions of employment for those employees are considered to be more appropriately covered by the [Educational Services \(Schools\) General Staff Award 2020](#) where clear conditions are currently outlined. Accordingly, the following employees are proposed to be excluded from EB10 coverage:
 - 2.1.1. Sports coaches
 - 2.1.2. Apprentices
 - 2.1.3. Trainees
- 2.2. Clearly outline that “instructional services” employees (other than sports coaches) involved in music, drama, singing and other co-curricular activities will be classified as School Officers.

3. Wages/Salaries/Allowances (Part 4)

- 3.1. Fair and sustainable wage/salary increases will be provided that recognise the contributions of employees to Catholic schools in Queensland.
- 3.2. It is intended that relevant allowances will be increased by the same percentage as wages/salaries.
- 3.3. EB10 to include junior employee rates for “general” employees at levels 1 or 2 with the same percentages as [clause 17.3 of the modern award](#).

4. Review the appropriateness of maintaining references to legislative obligations that have the force of law in any event or policy matters that may be better placed in the policy framework of the employer, for example:

- 4.1. Superannuation - 4.8
- 4.2. Safety – 7.19, 10.4
- 4.3. Workplace Stress – 10.4
- 4.4. Workplace Harassment – 10.5
- 4.5. Complaints against Employees – 10.6
- 4.6. Affirmative Employment of the Disabled – 10.12
- 4.7. Anti-discrimination obligations – S12.2.6

5. Review provisions for teaching staff, including:

5.1. For part-time teachers:

- 5.1.1. being engaged up to a maximum 0.9 FTE, unless the employee requests more than 0.9 FTE and less than full-time hours and this is agreed to by the employer – 7.18.4; and
- 5.1.2. working additional hours:
 - 5.1.2.1. remove reference to “continuing” in 7.18.9; and
 - 5.1.2.2. provide consistency for compensation between job share provisions (3.3.4) and part-time provisions – 7.18.9 (default of ordinary rates with leave accruals, but parties can agree to additional hours at casual rates excluding leave accruals).

5.2. Employees approved by the Queensland College of Teachers to be engaged on a “Permission to teach” basis will be:

- 5.2.1. paid in accordance with “Step 1” of the 3-year trained teacher rate; and
- 5.2.2. entitled to all other conditions applying to teachers.

6. Review of Positions of Leadership (POL) [namely Senior Leader (SL) and Middle Leader (ML)] provisions (Schedule 2), including:

- 6.1. Following the termination of an employee in a ML role (by way of resignation or otherwise), the employer to have the discretion to appoint a replacement for the balance of the existing tenure or on “fresh” tenure that does not align with the general review period – S2.14.4.

7. Review leave provisions, including:

- 7.1. *For Parental Leave*, an entitlement to Paid Parental Leave (PPL) in the case of a stillborn child (as defined in [s77A of the Fair Work Act 2009](#)) as if the child had been born alive – 6.8.3.
- 7.2. *For Long Service Leave*, an employer may direct employees to take such leave after 7 years given they can access and be paid a proportional amount on termination after such period – 6.3.3(c)(d).
- 7.3. *For Personal Leave*, an employee may be required to provide a medical certificate or other reasonably acceptable evidence for a period of personal illness/injury of 2 days or less in the following circumstances:
 - 7.3.1. an absence on a working day before or following a public holiday, approved leave, an RDO or school vacation period; or
 - 7.3.2. the employee has a pattern of absences (including days having scheduled meetings or professional development) or such frequent absences (of 2 days or less) that it is reasonable for the employer to notify the employee that future absences will require specific notification and evidence requirements – 6.4.6.

8. Review multiple contract provisions by:

- 8.1. Removing the restrictions on the type of employees (currently school officers and services staff) and type of employment (currently part-time and casuals only) that can be subject to multiple contracts – 7.11.7, 8.9.3, S13.1.2.
- 8.2. As part of a separate and distinct contract, providing an employee the option of agreeing to work up to 10 hours in excess of the maximum weekly hours (eg. 38 hours) per week without overtime applying, which may otherwise prevent the employee being offered the additional work desired by the employee – 8.9.5

9. Review Boarding Supervision (Schedule 13), including:

- 9.1. Clearly outline an entitlement to an unpaid meal break.
- 9.2. Provide a penalty of double rates when a 10 or agreed 8 hour break is not provided S13.10.8 & S13.9.2(e).

We reserve the right to remove or add items to this log of claims depending on the progress of negotiations and in the context of the negotiations being finalised as a “total package”.

1.2 - EB9 Errors/Omissions/Clarifications/Consolidations - SCHEDULE 1

No.	Entitlement	EB9 Ref.	Cohort	Change Sought
1	General Referencing	All		Consistently refer to "Employers" or "Employer" throughout EB10 (not "employing authority" etc)
2	General Referencing	All (D)		Spelling mistake in header of EB9 – "Queenslands"
3	Notice	3.7.3	T	Clarify "one month's notice" by changing to "4 weeks"
4	Overpayments	4.10	All	Clarify that either party cannot unreasonably withhold agreement to a reasonable repayment schedule. This would mean that when a party unreasonably withholds agreement, it can be subject to the dispute resolution provisions, including FWC arbitration.
5	Part-Time	4.6, 7.17	T	Review and consolidate.
6	Hours	5.1, 7.11, Sch3	T	Consolidate clauses in Schedule 3
7	Annual/Vacation Leave and Loading	4.2.5, 4.9, 6.1.1	T	Consolidate and clarify provisions.
8	Long Service Leave (LSL)	6.3.2	All	Include after para (a), a reference that for employees who have been a casual or regular part-time employee during their employment will have their entitlement calculated in accordance with s105 of the IRAQ 2016 or as amended. (27)
9		6.3.5	All	Clarify that LSL can be re-credited for both personal and carer's leave (not just personal leave) as per EB8.
10	Leave @1/2 Pay - accruals	6.3.8(c), 6.8.7(iii)		Clarify for consistency that where an employee accesses PPL or LSL @1/2 pay, the employee's current ordinary hours will be deemed to be halved and all entitlements (not just leave) will accrue on that basis.
11	Paid Parental Leave (PPL)	6.8.5(a)	TT	Clarify payment of PPL for term-time employees by making paragraph (a) subject to a new paragraph – “(d) for term-time employees: (i) exclusive of any unpaid school vacation period that may fall during the period of leave; and (ii) if subject to annualization of salary arrangements (refer clause 4.12), paid on the basis that the employee will receive the equivalent of 14 weeks full pay at the weekly wage rate that would apply if an annualization of salary arrangement was not implemented”.
12		6.8.6	All	Clarify the PPL rate to be paid when an employee has not returned to work between periods of parental leave.

13	Paid Spousal Leave	6.8.11	All	Clarifying an employee must have 1 year's continuous service (6.8.1(a)) with the employer to be eligible.
14	Domestic Violence Leave	6.17	All	Reconcile provisions with any future changes to the NES providing paid leave.
15	Recognising additional qualifications	7.6	T	Clarify and simplify the wording.
16	Vacation attendance	9.3.9 9.4.9	C	Clarifying that Guidance Counsellors (with or without teacher qualifications) and Counsellors (without teacher qualifications) can be required to attend work during school vacations in particular circumstances, irrespective of their employment type (full-time or part-time).
17	Annual Leave	Part 9	C	Clarifying that Counsellors (without teacher qualifications) will have their end of year annual leave entitlements calculated in the same manner as teachers with all other entitlements in accordance with School Officer conditions.
18	POL	S2.18.2(f) RI EA	MLs	Rectify incorrect reference to 3 year review in RI EA and replace with 4 year review.
19	POL	S2.19.3	MLs	Clarify the multiple ML role holder example about converting release time when salary above Tier 5.
20	ITAS	S4.2.1 S4.7	T	clarifying eligibility wording for ITAS entitlements based on different family circumstances.
21	IPRASS	S5.8 (RI)	T	Delete (Remote Area Teacher Relocation Support - RATRS) as not relevant to RI employers.
22	IPRASS	S5.9 (D)	T	Expand eligibility for RATRS to all teachers (not just secondary teachers) in Dioceses.
23	IPRASS	S5.1.5f) S5.5.4a)	T	Amend typos in IPRASS provisions – S5.1.5(f) (include Level 4) and S5.5.4(a) (incorrect clause references).
24	ITAS & IPRASS	S4.4.1 S5.1.4 S5.1.8	T	Clarifying eligibility for ITAS and IPRAS entitlements when an employee is on paid leave but has left the location and it can be reasonably demonstrated that the employee is unlikely to return.
25	Term-Time Weekly Hours	S10.1.1	TT	Delete reference to minimum weekly hours when employed for less than 38 hours per week.
26	Broken Shift	S12.3.3	SS	Change from “an employee rostered to work” to “an employee who works” a broken shift.
27	“Sleepovers”	S13.8.6	BS	Clarifying that hours worked during a “sleepover” do not count for purposes of determining ordinary hours for all employees (ie. those who average hours and those who do not) – extend to S13.19 as well as S13.10.

1.3 Rewrite clauses that are not contemporary or based on redundant Queensland state awards - **SCHEDULE 2**

No.	Entitlement	EB9 Ref.	Cohort	Change Sought
1	Consultation	2.1	All	Amend EBSC to be established where necessary or requested by staff
2	DRP	2.4	All	Rewrite to model term as outlined in Fair Work Regulations 2009 , whilst continuing to include flexible work arrangements and second year of parental leave references
3	Redundancy	3.8	All	Review and redraft entire clause
4		3.9 (D)	All	Delete Reference to Guidelines for redeployment for Diocese – obligations under FW Act
5		3.8.1	All	Remove consultation provision as already contained in 2.2
6		3.8.6	All	Remove centrelink notification – obligation in s530 FW Act
7		3.8.6	All	Severance pay less than NES “more than” should be “at least”
8	Casual Teachers	4.7	T	Rewrite to be consistent with new NES provisions
9	Superannuation	4.8	All	Review entire clause
10		4.8	All	ACS merge with Uni Super
11	Children’s Services Employees	Sch 14	CSE	Review and rewrite Schedule.