

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.