

OVERVIEW OF CHANGES TO BE INCLUDED IN EB10

WAGES AND RELATED MATTERS

Item	Overview
Wage Increases – ALL employees	<ul style="list-style-type: none"> 2023 – 4% (May 2023 for non-teachers and July 2023 for teachers) 2024 – 3% 2025 – same headline % increase for teachers of the Qld Department of Education from 1/7/25 See proposed salary/wage scales for: <ul style="list-style-type: none"> Teachers Teachers - Positions of Leadership School Officers Services Staff Counsellors Boarding Supervisors Nurses Children Services
Date of 2023 wage increases	<ul style="list-style-type: none"> 1/5/23 (non-teachers) and 1/7/23 (teachers) – (NB. Backpay only paid if EB10 is approved by a majority of employees voting “YES” in upcoming September ballot. Otherwise, backpay will not be paid and will not form part of any future offer.
Cost of Living Relief	<ul style="list-style-type: none"> A one-off cost of living payment (COLP) in each year of the agreement. For 2023, a 3% one off COLP will apply as well as the 4% wage increase. The COLP is based on the percentage difference between the 12 month CPI figure up to March and wage increases (where CPI exceeds the wage increase) up to a maximum of 3%. <p>(See Detail of Changes on p9 below)</p>
Superannuation – All employees	<ul style="list-style-type: none"> 12.75% employer contributions from first full pay period after the agreement commences for all employees (whether or not co-contributions are made). This is 1.75% higher than the legislated 11% minimum for 2023 – a significant boost to super nest eggs (begins after EB10 commences). Employees can still make voluntary contributions to further boost their retirement savings, but there will not be any additional employer contribution beyond 12.75%.
Part-time	<ul style="list-style-type: none"> Non-teachers will have a minimum 2 hour engagement each day. Teachers able to work up to 0.9FTE (currently 0.8FTE).
Teachers	<ul style="list-style-type: none"> Remove requirement for full QCT registration before incrementing from Graduate to Proficient 1 (including transitional provisions for existing employees). Employees with QCT Permission to Teach paid at Steps 1 or 2 of 3-year trained classification levels. Increased incentive payments for teachers in remote areas. <p>(See Detail of Changes on p7 below)</p>
Multiple contracts	<ul style="list-style-type: none"> Increased flexibility for employees to access available additional hours of work in a separate and distinct role if they wish to do so and this is agreed by the employer. <p>(See Detail of Changes on p6 below)</p>

WORKLOAD CONSIDERATIONS

Item	Overview
Consultation	<p>Diocesan Schools</p> <ul style="list-style-type: none"> The Enterprise Bargaining Consultative Committee (EBCC) renamed the Local Consultative Committee (LCC). The LCC will be able to consider and provide advice about workload issues, not just issues relating to the implementation of the EA. The LCC can provide a report during 2024 for consideration at the school and system level. Decision making remains with the employer as is the case in the current EA. (See Detail of Changes on p5 below)
	<p>RI/PJP Schools</p> <ul style="list-style-type: none"> The EBCC under the current EA will be able to consider and provide advice about workload issues, not just issues relating to the implementation of the EA as was the case in previous EAs. Decision making remains with the employer as is the case in the current EA.
Right to Disconnect	<ul style="list-style-type: none"> Employers must develop protocols for employees' "right to disconnect" from work communications outside designated times. (See Detail of Changes on p6 below)
NCCD	<ul style="list-style-type: none"> Streamlining and understanding of the NCCD requirements will continue with additional support provided, which may include specific training and the allocation of additional time.
Composite Classes	<ul style="list-style-type: none"> Consideration to adjusting the hours of work (e.g. reduced contact time or supervisions) given any workload implications on a teacher undertaking a composite class. (See Detail of Changes on p7 below)

ALTERNATIVE SCHOOL OFFICER CLASSIFICATION STRUCTURE

Implementation	<ul style="list-style-type: none"> A new classification structure for school officers will be implemented and positions will transition to the new structure as follows: <ul style="list-style-type: none"> Instructional Services - music – by the commencement of the 2024 school year; Classroom Support/teacher aides – by 30 June 2024; All other school officers – by 31 December 2024. The new structure provides: <ul style="list-style-type: none"> the principles and process as to how positions are to be evaluated; 9 classification factors (Knowledge Application; Accountability; Scope and Complexity; Guidance; Decision-making; Problem Solving; Contact and Relationships; Negotiation and Cooperation; and Management Responsibility/Resource Accountability) that are considered in evaluating the level of a position; each classification factor is awarded a value, with each of those values added together to determine the total value, which is then used to determine the classification level (Levels 1 to 7) and the corresponding wages on the existing pay scale. (See Detail of Changes on p8 below)
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OTHER MATTERS

Item	Overview
Leave	<p>Parental leave</p> <ul style="list-style-type: none">• 14 weeks paid parental leave if a child is stillborn;• 10 days paid spousal leave (non-primary carer) can be taken:<ul style="list-style-type: none">- within 1 month of child leaving hospital (rather than from birth) in the case of child’s illness or premature birth;- in the case of a still born child. <p>(See Detail of Changes on p10 below)</p> <p>Long service leave</p> <ul style="list-style-type: none">• Clarity as to when an employee may be directed to take long service leave. <p>(See Detail of Changes on p10 below)</p> <p>Personal leave</p> <ul style="list-style-type: none">• To assist in managing unplanned absences that impact on the workload of others, employers may direct an employee, if certain conditions are met, to provide reasonable medical evidence for personal leave absences of less than 3 days. <p>(See Detail of Changes on p10 below)</p>
Dispute Resolution	<ul style="list-style-type: none">• This clause has been amended to reflect the provisions of the contemporary model dispute term outlined in the Act.• The procedures still apply to “any industrial matter”, which can be referred to the Fair Work Commission.
Streamlining EAs	<ul style="list-style-type: none">• The current enterprise agreement is long, complex and often confusing.• Employers have initiated efforts to work collaboratively with the IEU-QNT to streamline the agreements and make them easier to read and understand where possible for employees. <p>(See Detail of Changes:</p> <ul style="list-style-type: none">- Coverage – “General Employees” – p4 below- General Employees - Application and No Reduction in Conditions – p8 below)

DETAIL OF CHANGES FOR EB10

APPLICATION AND OPERATION

Commencement Date

- Commences 7 days after Fair Work Commission approval with a nominal expiry of 30 June 2026.
- In accordance with the *Fair Work Act 2009 (the Act)*, this provision clarifies that any provisions of the EA (eg. backpay, cost of living payment) will only apply to employees employed when the EA commences to operate.
- Accordingly, a person who is no longer employed by an employer prior to the EA commencing to operate has no legal entitlement to any benefits of the EA.

Coverage

Who is covered?

- The EA will cover:
 - teachers;
 - counsellors; and
 - general employees.
- “General employees” refers to employees covered by the *Educational Services (Schools) General Staff Award 2020 (Award)*, which include:
 - School officers (classroom support, administration, curriculum/resources, wellbeing staff who are not counsellors, instructional services employees such as music tutors)
 - Nurses
 - Boarding supervisors
 - Children services employees
 - Services staff (building/maintenance, retail, grounds, catering, domestic/housekeeping, drivers, cleaners, caretakers, security).
- The above employees have been grouped as “general employees” to enable their common conditions to be included in the same part of the EA where possible, rather than separate schedules, which can cause confusion for employers and employees alike. The purpose is to streamline the EA and make it easier to read and understand.

Who is not covered?

- The EA will not cover employees who are:
 - instructional services (sport) employees, i.e. sports coaches;
 - trainees; and
 - apprentices.
- The Award will apply to the above employees with the conditions of employment clearly outlined on Government agencies’ websites and accessible to those employees and, where relevant, their parents.
- For trainees and apprentices, the EB provisions have traditionally replicated the Award provisions anyway.
- For sports coaches, this change clearly outlines the source of their conditions of employment.

CONSULTATION

Summary

The consultation clauses in EB10 have been amended to make it clear what the purpose of each clause is and to avoid current confusing overlapping obligations. In summary:

- **Clause 2.1** – a school/college consultative committee will be able to consider and provide advice about workload issues that affect staff:
 - more generally (not individual or small group issues that should be raised through normal management processes); and
 - but not necessarily having significant effects on employees.
- **Clause 2.2** – has not changed and will continue to cover consultation obligation for major changes:
 - as a result of *employer decisions*; and
 - likely to have significant effects on relevant employees.
- **Clause 2.3** – is amended to clarify it will cover consultation obligations for changes:
 - as a result of *regulatory requirements*; and
 - likely to have significant effects on employees.

Details of the changes to clauses 2.1 and 2.3 are outlined below.

Consultative Arrangements (2.1)

Diocesan Schools - Local Consultative Committee

- The Enterprise Bargaining Consultative Committee (EBCC) has been renamed the Local Consultative Committee (LCC).
- The LCC will be able to consider and provide advice about workload issues, not just issues relating to the implementation of the EA.
- Final decision making remains the prerogative of the employer as is the case in the current EA.
- A school/college LCC is established each year when teaching, school officer and services staff representatives are elected as members following an expression of interest process initiated by the principal by week 5 of Term 1 each year.
- An IEU-QNT school/college representative must also be a member of the LCC.
- An LCC will not be established in a school/college in a school year if there are insufficient number of members to be on the LCC.
- Membership of the LCC is voluntary.
- During 2024, the LCC may provide a report for the consideration of the principal (by the start of Term 3) outlining strategies believed to better manage workload. The principal will consider the report and provide a copy to the Diocesan education office by the end of Term 4 advising of the strategies implemented (or to be implemented) at the school, which in the prerogative of the principal believes to better manage workload.
- By the end of Term 2, 2025, the Diocesan education office will consider the reports from school/college LCCs and identify any systemic workload issues that may be better managed and inform all employees of the strategies implemented (or to be implemented) as a result.

Consultation in Managing Significant Change from Regulatory Requirements (2.3)

- As mentioned above, the clause has been changed to make it clear that there are consultation obligations in implementing changes that:
 - result from regulatory requirements; and
 - are likely to have a significant effects on employees (defined in clause 2.2).
- In the above circumstances, consultation will be with the LCC and the employees affected.
- The employer may also trial the changes in a school/college, which would also be the subject of consultation with the groups mentioned above.

RIGHT TO DISCONNECT

- The EA will include a right for employees to:
 - disconnect from work outside of a designated span of hours; and
 - not respond to, or engage with, work related electronic communications including emails, texts, telephone calls, messages, video calls or sending or reviewing other messages.
- The employer will develop protocols to implement the right through consultation with staff.
- The protocols will include:
 - A designated span of hours when employees may be expected to respond;
 - a response time to “out of hours” contact to the next designated hours considering weekends, leave, other non-working days (including those of part-time employees), vacation periods and holidays; and
 - the circumstances when employees can be required to connect/respond outside of the span of hours, such as:
 - public emergencies;
 - critical incidents;
 - receiving information about expectations for the start of school terms or return from leave;
 - potential harm to others may otherwise result; or
 - may be necessary to comply with legal obligations.
- The employer must advise students, parents and the school community of the employees’ right to disconnect.
- An employee cannot be subject to disciplinary action if the employee exercises the right to disconnect.
- The right to disconnect is subject to other:
 - clauses in the EA; and
 - reasonable requirements within the context of the employment relationship, that require an employee to communicate with an employer (notification and communication regarding absences).

MULTIPLE CONTRACTS

Multiple Contracts

- The multiple contacts provision has been broadened to include teachers (other than “resident” teachers) and nurses to provide more flexibility for employees and employers.
- Overtime provisions will apply where hours are worked in excess of 1.0 full-time equivalent (FTE) when the FTE of each separate contract is added together. For example, if a teacher is employed on a part-time 0.5 FTE basis and agrees to work an additional separate school officer role of 0.6 FTE, then overtime provisions will apply to 0.1 FTE of the school officer role (i.e. overtime will apply to 3.8 hours being 0.1 of 38 maximum hours/week for school officer positions).

TEACHERS' CONDITIONS

Composite classes

- Provisions have been included for consideration to be given to adjusting the hours of work when a teacher is required to teach a composite class.
- Considerations will take into account:
 - the experience of the teacher;
 - the subject area(s) the teacher is qualified to teach;
 - the subject areas and year level(s) of the composite class; and
 - available resourcing.

Part-time teachers

The clause has been rephrased without changing conditions except for the following:

- Part-time teachers can now be engaged up to 0.9 full-time equivalent compared to working a maximum of 24 hours per week.
- The payment for additional hours worked by part-time teachers can be paid at:
 - ordinary rates (with leave accruals); or
 - the casual loaded rate (without relevant leave accruals) if mutually agreed between the teacher and the employer.

Progression from Graduate to Proficient 1

- Teachers on the Graduate classification level will be able to progress to Proficient 1 without gaining full QCT registration provided there has been:
 - 1 year satisfactory service for 4 year trained teachers; and
 - 3 years satisfactory service for 3 year trained teachers.
- Once on Proficient 1, teachers will advance by further increments in accordance with the existing provisions of EA.

Overseas and interstate teaching experience

- Interstate and overseas teaching experience will be recognised for salary purposes provided it is at a school that is equivalently accredited to schools in Queensland.
- This change will not affect salary assessments that occur prior to the commencement of the EA.

Permission to Teach - PTT

- Employees engaged to teach who hold PTT from the QCT will be paid at Step 1 or 2 of the 3 year trained teacher rate.
- Such employees can apply to go from Step 1 to Step 2, which must be considered by the employer in accordance with certain criteria.

GENERAL EMPLOYEES' CONDITIONS

Application

- As mentioned above about the coverage of the EA, "General employees" refers to:
 - School officers (classroom support, administration, curriculum/resources, wellbeing staff who are not counsellors, instructional services employees such as music tutors)
 - Nurses
 - Boarding supervisors
 - Children services employees
 - Services staff (building/maintenance, retail, grounds, catering, domestic/housekeeping, drivers, cleaners, caretakers, security).
- One part of EB10 will group "general employees" to enable their common conditions to be outlined in one part, rather than separate schedules where possible.

No Reduction in Overall Conditions

- Given the grouping of the common conditions for "general employees", it was important to ensure that the change did not reduce the overall benefits received by an employee in the proposed EA compared to those received in EB9.
- Every effort has been made to ensure this has not happened in the drafting of the EA. However, if an employee is concerned that this may have happened, then such a concern can be raised with the employer for consideration and rectified where required. This could be by a lump sum or periodic payment agreed in writing between the employer and employee. Such agreement cannot be unreasonably withheld by either party.

School Officer Classification (5.9 and 5.10)

- A new classification structure for school officers will be implemented and employers will make best endeavours to transition positions to the new structure as follows:
 - Instructional Services - music – by the commencement of the 2024 school year;
 - Classroom Support/teacher aides – by 30 June 2024;
 - All other school officers – by 31 December 2024.
- The **new structure is outlined in Schedule 9** and provides:
 - the principles and process as to how positions are to be evaluated;
 - 9 classification factors (Knowledge Application; Accountability; Scope and Complexity; Guidance; Decision-making; Problem Solving; Contact and Relationships; Negotiation and Cooperation; and Management Responsibility/Resource Accountability) that are considered in evaluating the level of a position;
 - that each classification factor is awarded a value, with each of those values added together to determine the total value, which is then used to determine the classification level (Levels 1 to 7) and the corresponding wages on the existing pay scale; and
 - templates and flowcharts to assist in the evaluation process.
- **If the position of a school officer transitions to a higher level on the new structure**, then the employee will be entitled to be paid the higher rate effective from the first full pay period after the following dates:
 - for Instructional Services (music) – 22 January 2024;
 - for Classroom Support/teacher aides – 8 July 2024; and
 - for all other school officers – by 31 December 2024.
- **If the position of a school officer transitions to a lower level on the new structure**, then the employee will continue to:
 - be paid at their classification level that applied before the transition; and
 - receive wage increases and applicable increments for that classification level.

Range of Duties of Support Staff (5.27)

- The provision adds the additional duties of data/entry collation and record taking/keeping that a principal can determine the need to allocate to a school officer that would typically be carried out by a teacher.

WAGE RELATED MATTERS

Cost of Living Payment

How will it work?

- A one-off cost of living payment (**COLP**) will be made in each year of the EA.
- Each year of the EA, the COLP is based on the percentage difference between the 12 month CPI figure to March each year and the wage increase that applied for that year (where CPI exceeds the wage increase and up to a maximum of 3%).
- For 2023, this will equate to a COLP of 3% applied to the earnings received by the employee for the relevant financial year (discounted by the wage increase of the relevant year to avoid double dipping).
- The COLP is applied to base rate of pay, which excludes such things as loadings (except casual loadings), overtime and allowances (except Middle and Senior Leader allowances).
- The following examples are outlined in the EA:

Example 1:

- Applicable earnings year is- 1/7/22 to 30/6/23
- A school officer has base rate of pay earnings for 1/7/22 to 30/6/23 of \$60,000
- The wage increase for the above applicable earnings year is 4% on 1/5/22 pursuant to the current EB9 EA
- CPI for March 2023 is 7.5%.
- $7.5\% - 4\% = 3.5\%$, but maximum amount can only be 3%
- $X\% = 100/(1 + 0.04) = 96.15\%$ of \$60,000 = \$57,690
- COLP = 3% of \$57,690 = \$1,730.70

Example 2:

- Applicable earnings year is- 1/7/23 to 30/6/24
- A part-time teacher has base rate of pay earnings for 1/7/23 to 30/7/24 of \$60,000.
- The wage increase for the above applicable earnings year is 4% on 1/7/23.
- CPI for March 2024 is 5%.
- $5\% - 4\% = 1\%$
- $X\% = 100/(1 + 0.04) = 96.15\%$ of \$60,000 = \$57,690
- COLP = 1% of 57,690 = \$576.90

Example 3:

- Applicable earnings year is- 1/7/24 to 30/6/25
- A full-time teacher takes a period of leave without pay and has a base rate of pay earnings for 1/7/24 to 30/6/25 of \$60,000 (i.e. for the period they were not on leave without pay)
- The wage increase for the above applicable earnings year is 3% on 1/7/24.
- CPI for March 2025 is 3.5%.
- $3.5\% - 3\% = 0.5\%$
- $X\% = 100/(1 + 0.03) = 97.09\%$ of \$60,000 = \$58,254
- COLP = 0.5% of \$58,254 = \$291.27

Who will it apply to?

- The COLP will apply to employees (other than casuals) who:
 - for 2023, are employed when the EA comes into operation
 - are employed on the last day of Term 2 each year (if part-time - contracted hours are in the last week of Term 2); and
 - had earned money during the relevant financial year.
- Casual employees will be eligible if they:
 - worked on a minimum of 100 days in the relevant year; and
 - for 2023, worked at least on 1 day in the 3 months prior to EA coming into operation; and
 - for subsequent years of the EA, worked on at least 1 day in the 3 months prior to the end of Term 2.

When will payment be made?

- For 2023, the COLP will be made in the first full pay period after the EA comes into operation.
- For subsequent years of the EA, the COLP will be made on the first full pay period on or after 1 September.

Superannuation (6.3)

- From the first full pay period on or after the EA comes into operation, all employees will receive employer contributions of 12.75% (legislative requirement for 2023 is 11%).
- The employer contribution of 12.75% will be made whether or not an employee makes separate voluntary contributions (which was required in EB9 to access increased employer contributions).

LEAVE

Long Service Leave (8.4)

- The provision relating to the ability for an employee to direct an employee to take long service leave after at least 10 years of service has been streamlined.
- The provision relating to recrediting long service leave for illness has been extended to apply to employees being required to provide care and support.

Personal/Carer Leave (8.5)

- The NES provides that an employer can require relevant evidence for an absence from work of 1 day due to illness.
- The EA provides that an employee is required to provide relevant evidence for an absence from work due to illness greater than 2 days.
- However, in certain specific circumstances and to assist in managing unplanned absences that impact on the workload of others, an employer can provide a notice to an employee that requires relevant evidence to be provided for absences from work of less than 2 days. Such a notice can be issued where:
 - There is reasonable concern that an employee has had absences:
 - on working days before or following a public holiday, approved leave, and RDO or school vacation period; or
 - on particular days or events; or
 - with a frequency that exceeds reasonable workplace norms;
 - there has been a discussion and the employee is first given the opportunity to respond to the concerns.
- The notice:
 - may include directions as to who the employee is to notify of future absences and/or whether there will be follow up meetings to see if there is any support that can be provided to the employee; and
 - must expire within 12 months, but the process can recommence if future concerns arise.

Paid Parental Leave (PPL) – Spousal Leave - (8.9)

- 14 weeks PPL has been extended to a female employee who gives birth to a stillborn as defined in [section 77A\(2\) of the Act](#).
- The provisions have been clarified as to how PPL is taken for term-time employees, namely, exclusive of unpaid school vacations and noting that annualised salaries does not impact on the employee receiving the full 14 weeks of PPL.
- The provisions also clarify that employees who do not return to work from parental leave, but are eligible to further PPL due to a subsequent pregnancy, the PPL will be paid on the basis of the earnings prior to the initial period of PPL.
- The provisions also clarify that to be eligible for paid spousal leave, the employee must have 1 year's continuous service and fulfill the notice requirements outlined.