

This table provides employer responses to recent IEU claims of provisions being cut in EB10.

No.	IEU Claims of EB10 “Cuts” -	Employers’ Response and Facts
<b>Backpay</b>		
1.	A provision for backpay for employees who resign before EB10 operates	<ul style="list-style-type: none"> <li>• This is incorrect.</li> <li>• The provision referred to by the IEU has been found by the Federal Court of Australia not to provide an entitlement to backpay in those circumstances.</li> <li>• EB10 can only apply to employees who are employed at the time it comes into operation – See <a href="#">IEUA v Catholic Diocese of Toowoomba [2023] FCA 64</a>.</li> </ul>
<b>Employee Provisions</b>		
2.	Right to induction	<ul style="list-style-type: none"> <li>• As part of the redrafting of EB10 to make it easier for employees to understand, this provision was accidentally omitted.</li> <li>• In the 10 days the IEU had to review the document, employers have no record of this being identified as an issue.</li> <li>• Employers will continue to provide induction process for all new employees whether there is a provision in the EA or not – this is just part of the usual recruitment process for any employer.</li> </ul>
3.	Workplace Stress Workplace Harassment	<ul style="list-style-type: none"> <li>• As outlined in the EB10 Explanation of Terms for <a href="#">Diocesan schools</a> and <a href="#">RIPJP schools</a> (p13 Part 9 – Streamlining proposed EB), these provisions have been deleted because the protections are already enshrined in relevant legislation – see for example: <a href="#">WorkSafe Qld Managing Psychosocial Hazards Code of Practice</a> and <a href="#">Fair Work Commission - Bullying</a>.</li> <li>• Accordingly, no protections have been “cut”.</li> </ul>

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4.	Protection from outsourcing	<ul style="list-style-type: none"> <li>• This is incorrect.</li> <li>• The <a href="#">current EA (EB9)</a> repeated the same provisions at clause 10.10 and clause 2.2.8.</li> <li>• Clause 10.10 has been deleted, but clause 2.2.8 (the exact same provision) remains in the <a href="#">proposed EA (EB10)</a>.</li> <li>• Clause 2.2.8 in the proposed EA was also specifically agreed to by the IEU.</li> <li>• There has been no “cut” and it is not known what the IEU is referring to.</li> </ul>
5.	Tenure of employment of primary senior leaders	<ul style="list-style-type: none"> <li>• It is not known what the IEU is referring to as there is no detail provided to this claim.</li> <li>• Employers have no records of the IEU raising this issue during the 10 day period provided to review the EA.</li> </ul>
6.	Enabling provision for First Aid Allowance	<ul style="list-style-type: none"> <li>• It is not known what the IEU is referring to as the first aid allowance clause included in the proposed EA (EB10) was essentially agreed in principle by the parties during meetings in August 2022 to streamline the EA.</li> <li>• The streamlining process was undertaken by the parties to make the EA easier to read for employees.</li> <li>• First aid allowance has been retained.</li> </ul>
7.	Payment of redundancy calculations to include allowances	<ul style="list-style-type: none"> <li>• This is incorrect.</li> <li>• Clause 3.8.6(b) of the <a href="#">current EA (EB9)</a> has a definition of “weeks’ pay” for redundancy calculations, but it already excludes the following payments from those calculations: “overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments.”</li> <li>• Clause 2.6 of the <a href="#">proposed EA (EB10)</a> has the same exclusions, but refers to the relevant legislative definition of “<a href="#">base rate of pay</a>” to make the provision clearer and contemporary.</li> </ul>
8.	Limits on withholding pay if required notice not provided.	<ul style="list-style-type: none"> <li>• There has been no “cut” and it is not known what the IEU is referring to.</li> <li>• Clause 3.7.6 of the <a href="#">current EA (EB9)</a> has the exact same wording as clause 5.29.6 of the <a href="#">proposed EA (EB10)</a>.</li> <li>• Employers must also comply with any other legislative restriction.</li> </ul>

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<b>Teacher Provisions</b>		
9.	Protection of minimum block of secondary PPCT	<ul style="list-style-type: none"> <li>• This is incorrect.</li> <li>• Clause S3.2.2(e) of Schedule 3 of the <a href="#">current EA (EB9)</a> has the exact same wording as clause S3.3.12 of Schedule 3 of the <a href="#">proposed EA (EB10)</a>.</li> <li>• There has been no “cut” and it is not known what the IEU is referring to.</li> </ul>
10.	Adherence to 3x3x3 Middle Leader structure and review.	<ul style="list-style-type: none"> <li>• This is incorrect.</li> <li>• As outlined in the EB10 Explanation of Terms for <a href="#">Diocesan schools</a> (p14 Part 11 Schedule 2 – PoLs) the change relates to when an incumbent Middle Leader resigns during the period of the appointment, the employer will have the option of, in addition to replacing the role for the balance of the appointment period of the incumbent, appointing the replacement Middle Leader for a fresh tenure of 3 years.</li> <li>• This change can only provide more security of tenure for a Middle Leader, rather than provide a “cut” to the current Middle Leader provisions.</li> </ul>
11.	Terminology to clarify minimum engagement for casual teachers.	<ul style="list-style-type: none"> <li>• This is incorrect.</li> <li>• No casual teacher provisions have been cut.</li> <li>• As outlined in the EB10 Explanation of Terms for <a href="#">Diocesan schools</a> and <a href="#">RIPJP schools</a> (p6 Part 4 – Teachers), the clause has been changed to be consistent with legislation.</li> </ul>

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<b>School Officers</b>		
12.	<ul style="list-style-type: none"> <li>Term-time school officer employed for less than 12 hours</li> <li>Term-time hours could be cut to whatever the employer liked</li> </ul>	<ul style="list-style-type: none"> <li>This is incorrect - there has been no “cut” and it is not known what the IEU are referring to.</li> <li>Clause S10.1.1 of Schedule 10 of the <a href="#">current EA (EB9)</a> does <b>not</b> provide for any minimum hours of weekly employment for term-time school officers now.</li> <li>The union has not identified any changes in the <a href="#">proposed EA (EB10)</a> that allows hours to be cut compared to the <a href="#">current EA (EB9)</a>.</li> </ul>
13.	Induction provisions	Refer to item 2. above
14.	Conversion from part-time to full-time	<ul style="list-style-type: none"> <li>This is incorrect and there is no cut to entitlements.</li> <li>There is no need for such a provision to be included in the proposed EA.</li> <li>Employers and employees can always agree in writing to convert from part-time to full-time (or vice-versa).</li> </ul>
15.	Replacement on leave provision	<ul style="list-style-type: none"> <li>As part of the redrafting of EB10 to make it easier for employees to understand, this provision (clause 8.10 of the <a href="#">current EA (EB9)</a> was accidentally omitted.</li> <li>In the 10 days that the IEU had to review the document, employers have no record of this being identified as an issue.</li> <li>Employers will continue to replace a school officer on leave who undertakes essential student supervision responsibilities that cannot be reallocated where a suitable replacement is available.</li> </ul>

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<b>School Counsellor Provisions</b>		
16.	Exclusion of part-time counsellors from being required to attend work in school holidays.	<ul style="list-style-type: none"> <li>• This change is proposed, but it is misleading to refer to it as a “cut”.</li> <li>• Employers are simply proposing the same provisions apply whether a school counsellor is full-time or part-time (based on the week days that are usually worked by the part-time counsellor during term).</li> <li>• This rectifies an anomaly that is in the current EA (EB9).</li> </ul>
17.	Consultation on load/peer support/professional development.	There is no restriction in the proposed EA (EB10) to counsellors raising issues regarding workplace supports and resources to address concerns about caseloads, counselling models, referral pathways and other initiatives to mitigate the impact on counsellors.
<b>EB10 Review Timeframes</b>		
18.	1 day to review EB10 EAs	<ul style="list-style-type: none"> <li>• As a result of the Fair Work Commission conference on 25/7/23, the IEU and the employers agreed in writing that negotiations had gone as far as they could and employers would arrange an EB10 ballot for employees.</li> <li>• Like employees, the IEU was aware employers were seeking to have the ballot commence by the end of Term 3.</li> <li>• This was to give employees an opportunity to vote and receive the entitlements in the EA as soon as possible.</li> <li>• The IEU was provided 10 days to review documents and provide feedback.</li> <li>• During this period, the IEU organised industrial action and wrote to employers seeking to negotiate with them individually.</li> <li>• Employers do not agree with the IEU’s agenda to protract and delay the EB10 ballot process, particularly misrepresenting the status of negotiations and the contents of the proposed EA.</li> </ul>