

Catholic Employers Single Enterprise Collective Agreement – Diocesan Schools 2023 - 2026

Vote YES for a new Enterprise Agreement

HOW TO VOTE

Why vote?

It is important that all employees to be covered by the proposed EA take the opportunity to vote. If you do not vote, then you do not have your say and you may miss out on the benefits provided in the EA.

How does proposed EA get approved by employees?

For the EA to be approved by employees, it requires the majority of those voting to vote **YES**.

What happens if the proposed EA does not get approved?

If a majority of employees who vote, vote **no**, then the wage increases (including back pay) and many other benefits will not be available. Negotiations will begin afresh and employers will not be offering back pay as part of those negotiations.

How will the vote be conducted?

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

The vote will:	
commence	Friday 20 October 2023 at 12.01am (just after midnight early Friday)
close	Friday 27 October 2023 at 11:59pm (just before midnight on Friday)

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

Please remember, voting is anonymous and confidential.

We encourage everyone to vote and have their say!

Explanation of Changes & Key Features

This document:

- identifies the key changes contained in the *Catholic Employers Single Enterprise Collective Agreement - Diocesan Schools of Queensland 2023 - 2026* ([proposed EA](#)) as compared to the *Catholic Employing Authorities Single Enterprise Collective Agreement Diocesan Schools Queensland 2019 – 2023* ([current EA](#)); and
- is to assist you in understanding those changes.

Once approved by employees and the Fair Work Commission, the proposed EA will replace the current EA.

OVERVIEW OF CHANGES

For a comprehensive overview of the changes to the proposed EA compared to the current EA - click [here](#).

FULL DETAIL OF CHANGES

For complete details of the changes between the proposed EA and the current EA – refer below.

For a complete copy of the terms and conditions of the proposed EA – [click here](#)

Numbers in () below refer to clauses in the proposed EA.

PART 1 – APPLICATION AND OPERATION

Title (1.1)

Catholic Employers Single Enterprise Collective Agreement – Diocesan Schools of Queensland 2023-2026

Commencement Date (1.2)

- 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.
- A person who is no longer employed by an employer after the EA commences operation has no legal entitlement to any benefits of the EA against that former employer.

Definitions (1.3)

The following definitions have been added or amended:

- a reference to “clause” and “subclause” in the provisions of the EA is explained;
- “NES” is defined as the National Employment Standards provided for in the Act;
- the “QCAA” is defined as the Queensland Curriculum and Assessment Authority and its functions;
- “year of service” for the purpose of assessing salary payable to a teacher will include interstate or overseas teaching experience provided the experience is in schools that are equivalent to accredited schools in Queensland - the new definition will only apply to salary assessments from the date the EA commences operation and will not have retrospective effect.

Coverage (1.4)

Who is covered?

- The proposed 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 (see **Part 5** below), rather than separate schedules, which can cause confusion for employers and employees alike. The purpose is to streamline the proposed EA and make it easier to read and understand.

Who is not covered?

- The proposed EA will not cover employees who are:
 - instructional services (sport) employees, i.e. sports coaches;
 - trainees; and
 - apprentices.
- The above employees will be covered by the Award where the conditions of employment are clearly outlined on Government agencies’ websites and easily available 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.

PART 2 – CONSULTATION AND DISPUTE RESOLUTION

Summary

The consultation clauses in the proposed EA (2.1, 2.2 and 2.3) have been amended to make it clear what the purpose of each clause is and to avoid the current confusing and overlapping obligations in the current EA. 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)

Local Consultative Committee

- The Enterprise Bargaining Consultative Committee (EBCC) will be 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.
- Decision making remains with 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 after 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 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 that in the prerogative of the principal are believed 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 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.

Procedures for Preventing and Settling Dispute (2.4)

- This clause has been amended to reflect the provisions of the [contemporary model dispute term outlined in the Act](#).
- However, the procedures to settle a dispute can still be applied to “any industrial matter” and referred to the Fair Work Commission.

Redundancy (2.6)

- The provisions have been streamlined so that clauses have been removed where the entitlements are outlined in the Act (including obligations to reasonably redeploy employees to other available positions where their jobs are not required any longer) or where the Act provides contemporary terminology (including the definition of “base rate of pay” applying to redundancy pay).

PART 3 – TYPES OF EMPLOYMENT

Type of Employment (3.1)

- The clause provides an overview of the types of employment, including, full-time, part-time, job share, casual, fixed-term and term-time and where the details are located for different employees in the proposed EA.

Job Share (3.2)

- The clause has been changed by removing the references to developing guidelines while maintaining provisions for job share in the proposed EA.

Multiple Contracts (3.4)

- The multiple contracts 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).

Flexible Working Arrangements (3.5)

- The clause has been changed noting that an entitlement to request a change in working arrangements (eg. hours of work) is sourced from the [National Employment Standards \(NES\)](#) outlined in the Act.
- The clause also supplements the NES provisions by:
 - extending eligibility to make a request for caring for elderly parents or grandchildren;
 - outlined the details to be included in a request; and
 - noting a request cannot be unreasonably refused.

PART 4 – TEACHERS’ CONDITIONS

Part-time teachers (4.2)

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.

Casual teachers (4.3)

- The clause has been changed to be consistent with changes to the Act.

Salary and Allowance Increases (4.5)

- Salary increases are as follows:
 - 4% of the applicable salary rate operative as of the first full pay period on or after 1 July 2023;
 - a further increase of 3% from the first full pay period on or after 1 July 2024;
 - a further increase from the first full pay period on or after 1 July 2025 that will be the same headline percentage wage increase paid to teachers employed by the Queensland Department of Education on or from 1 July 2025;
- Allowances will receive the same percentage increases.
- Where an allowance is determined by a formula contained in the proposed EA that formula will be applicable.
- Increases will compound over the life of the Agreement.

Vote “YES” to receive backpay

- See EB10 salaries below:
 - [Teachers](#)
 - [Teachers – Positions of Leadership](#)

Full Year Salary (4.6)

Proportion of Salary (4.7)

- The clauses have been rewritten to make it easier to understand.
- Clause 4.7 refers to a teacher having to complete “one full term” of teaching (rather than 10 weeks) to be eligible for the proportion of salary calculation to be applied.

Progression from Graduate to Proficient 1 (4.11.2 and 4.12.1)

- Teachers on the Graduate classification level will be able to progress to Proficient 1 classification level without having to advance from provisional to 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.

Overseas and interstate teaching experience

- As mentioned in the definitions section above (**Part 1 - 1.3**), 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 (4.13)

- Employees engaged to teach who hold a 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.

Highly Accomplished and Lead Teachers (4.16)

- The common provisions between the existing HAT and LT provisions have been condensed into one set of provisions without changing entitlements.

Recognition of Additional Qualifications prior to Commencing (4.19)

- The clause has been changed to make it clear that it only applies to employees who have attained more than 1 degree or a degree plus an honours year in addition to the required teacher qualification to be entitled to an extra salary level.

Hours of Work (4.22)

- The clause notes the hours of work for teachers are outlined in Schedule 3 of the proposed EA.

Schedule 3 – Hours of Duty Teachers

- The provisions relating to the hours of work were previously scattered through the current EA making it difficult to understand the relevant provisions.
- Without changing conditions, a number of provisions are now located in Schedule 3, including:
 - Meal breaks
 - Rest pauses
 - Composite classes
 - Resident teachers

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:
 - experience of the teacher;
 - subject area(s) the teacher is qualified to teach;
 - the subject areas and year level(s) of the composite class; and
 - available resourcing.

PART 5 – GENERAL EMPLOYEES’ CONDITIONS

Application (5.1)

- As mentioned in Part 1 above about the coverage of the proposed EA, “General employees” refer 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).
- Part 5 of the EA groups “general employees” to enable their common conditions to be outlined in one part, rather than separate schedules where possible.
- However, the following schedules of the proposed EA still have specific provisions for:
 - Nurses (**Schedule 12** below)
 - Services staff (**Schedule 13** below)
 - Boarding supervisors (**Schedule 14** below)
 - Children services employees (**Schedule 15** below)
- The specific provisions in those schedules will apply to the extent of any inconsistency with the provisions in this part (Part 5).

No Reduction in Overall Conditions (5.2)

- Given the grouping of the common conditions for “general employees”, it was important to ensure changes did not reduce the overall benefits received by an employee in the proposed EA compared to the current EA.
- Every effort has been made to ensure this has not happened. 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 with positions transitioning 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;
 - 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 corresponding wages on the exiting 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.

Wage Increases (5.11)

- Wage increases are as follows:
 - 4% (or a flat dollar increase of \$47.08 per week, whichever is the greater) in the first full period on or after 1/5/23;
 - 3% (or a flat dollar increase of \$36.72 per week, whichever is the greater) in the first full pay period on or after 1/5/24; and
 - a further increase from the first full pay period on or after 1/5/25 that will be the same headline percentage wage increase paid to teachers in 2025 employed by the Queensland Department of Education on or from 1/7/25.

Vote “YES” to receive backpay

- See EB10 wages below:
 - [School Officers](#)
 - [Services Staff](#)
 - [Boarding Supervisors](#)
 - [Nurses](#)
 - [Children’s Services](#)

Junior Rates (5.12)

- Relevant junior rates can apply to school officers (Level 1 or 2) or services staff (Level 0 or 1) under 18 years of age.

Higher Duties (5.14)

- For all general employees (other than service staff) – higher duties will be paid for the whole period of such duties if appointed to do so for more than 5 days.
- For services staff – higher duties will be paid for the whole period of such duties if appointed to do so for 4 or more hours.

Allowances (5.16)

- Except for the divisional and district allowances, allowances will increase at the same time and by the same percentage as for wages.

First Aid Allowance (5.16)

- Where a first aid allowance is payable, it will be paid at a common rate for general employees based on the services staff rate from the current EA, which is the highest rate.

Breaks – Meal and Rest Pauses (5.21)

- Meal breaks:
 - Common provisions will apply to all general employees.
 - A meal break of 30 minutes to 1 hour must be provided if an employee is rostered to work for more than 5 hours in a day.
 - The meal break must be provided no later than 5 hours after commencing work.
 - However, an employer and employee can agree to change the above requirements for a meal break that suits the personal requirements of the employee and the operational requirements of the employer (provided it is not on a day that the employee is working for more than 6 hours).
- Rest Pauses:
 - Common provisions will apply to all general employees.
 - Rest pauses of 2 x 10 minutes apply to employees working more than 6 hours on a day/shift, which can be taken as one 20 minute rest pause where agreed or required for operational requirements.
 - A rest pause will not be taken next to a meal break unless agreed by the employer and employee.

Breaks between Duty (5.22)

- A common provision will apply to all general employees.
- A minimum break of 10 hours between duties (including overtime) will apply.
- If an employer instructs an employee to work without having the break, then a 200% penalty will apply until the break is provided.
- This provision does not apply to employees on camp or school excursion or when working a broken shift.

Range of Duties of Support Staff (5.28)

- 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.

Termination (5.29)

- Common notice of termination provisions will apply to all general employees, which are the same that applied to school officers and services staff in the current EA.

PART 6 – COUNSELLORS’ CONDITIONS**Annual Leave for Guidance Counsellors and Counsellors (Without Teacher Qualifications) (6.3)**

- For guidance counsellors and counsellors (without teacher qualifications) who are not required to attend for work during school vacation periods, a new provision clarifies that their calculation of annual leave will be the same as teachers.
- As with teachers, the provision also makes it clear that annual leave is not available during school term.
- School vacation periods will be treated the same whether a guidance counsellor or counsellor (without teacher qualifications) are part-time or full-time.

Wages/Salary

- EB10 wages/salary for [Counsellors](#)

Vote “YES” to receive backpay

PART 7 – WAGE RELATED MATTERS

Cost of Living Payment (7.1)

Vote “YES” to receive the 2023 COLP

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 CPI 12 month 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 (see definition in subclause 1.1.2(b)(i))
- A school officer has base rate of pay earnings for 1/7/22 to 30/6/23 of \$60,000 (see definition in subclause 1.1.2(c)).
- The wage increase for the above applicable earnings year is 4% on 1/5/22 pursuant to the current EA (see definition in subclause 1.1.2(g)(ii))
- CPI for March 2023 is 7.5%. (see definition in subclause 1.1.2(e))
- $7.5\% - 4\% = 3.5\%$, but maximum amount can only be 3% (see subclause 1.1.5(a))
- $X\% = 100/(1 + 0.04) = 96.15\%$ of \$60,000 = \$57,690 (see subclause 1.1.5(c))
- COLP = 3% of \$57,690 = \$1,730.70 (see subclause 1.1.5(d))

Example 2:

- Applicable earnings year is- 1/7/23 to 30/6/24 (see definition in subclause 1.1.2(b)(i))
- A part-time teacher has base rate of pay earnings for 1/7/23 to 30/6/24 of \$60,000.
- The wage increase for the above applicable earnings year is 4% on 1/7/23. (see definition in subclause 1.1.2(g)(i))
- CPI for March 2024 is 5%. (see definition in subclause 1.1.2(e))
- $5\% - 4\% = 1\%$ (see subclause 1.1.5(a))
- $X\% = 100/(1 + 0.04) = 96.15\%$ of \$60,000 = \$57,690 (see subclause 1.1.5(c))
- COLP = 1% of 57,690 = \$576.90 (see subclause 1.1.5(d))

Example 3:

- Applicable earnings year is- 1/7/24 to 30/6/25 (see definition in subclause 1.1.2(b)(i))
- 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. (see definition in subclause 1.1.2(g)(i))
- CPI for March 2025 is 3.5%. (see definition in subclause 1.1.3(e))
- $3.5\% - 3\% = 0.5\%$ (see subclause 1.1.5(a))
- $X\% = 100/(1 + 0.03) = 97.09\%$ of \$60,000 = \$58,254 (see subclause 1.1.5(c))
- COLP = 0.5% of \$58,254 = \$291.27 (see subclause 1.1.5(d))

Who will it apply to?

- The COLP will apply to employees (other than casuals) who:
 - for 2023, are employed when the proposed EA comes into operation (see **clause 1.2** above);
 - are employed on the last day of Term 2 each year (or if part-time, have contracted hours 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, in the first full pay period after the proposed EA comes into operation (see **clause 1.2** above).
- For subsequent years, the COLP will be made on the first full pay period on or after 1 September.

Superannuation (7.3)

- From the first full pay period on or after the proposed EA comes into operation (see **clause 1.2** above), 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 the current EA to access the increased employer contributions).

Overpayments (7.8)

- The overpayments provision has changed to align with legislative requirements for deductions under the Act.
- The changes refer to the employer and the employee aiming to agree on a reasonable repayment schedule to recover an overpayment from future pays.
- Neither party can unreasonably withhold that agreement and if this is a concern, then either party can refer the matter to the Fair Work Commission to deal with the matter as a dispute, which can result in the FWC making a determination binding on the parties.

PART 8 – 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 due to illness of 1 day.
- The EA provides that an employee is required to provide relevant evidence for an absence from work due to illness greater than 2 days.
- The proposed EA provides, 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 3 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 employees who gave birth to a still born child 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 do not impact on the employee receiving the full 14 weeks of PPL.
- The provisions also clarify that employees who do not return to work, but are eligible to further PPL, 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.

Paid Family and Domestic Violence (FDV) Leave (8.18)

- Given more comprehensive entitlements for paid FDV leave have been included in the NES compared to current EA, the proposed EA now refers to the entitlements in the NES.
- However, the proposed EA will retain the entitlement for employees to access personal/carer's leave to support a member of their immediate family or household experiencing FDV (eg. child minding).

PART 9 – MISCELLANEOUS CONDITIONS

Right to Disconnect (9.1)

- This clause provides a right to 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).

Students with Special Educational Needs (9.2)

- The changes to this clause state resources to classroom teachers provided by an employer will include reference to, but not limited to:
 - training about the NCCD funding model to ensure legislative requirements are met and to consider the following aims in regard to evidence gathering:
 - existing records and processes be used where appropriate; and
 - recorded in a manner that avoids duplication and efficient and maintains the principle of personalised learning;
 - allocation of time (in addition to PPCT) for employees to plan, deliver, record and review educational outcomes.

Streamlining proposed EB

- The provisions relating to Workplace Stress/Harassment have been deleted from the current EA given the provisions refer to protections that are already enshrined in legislation (see for example: [WorkSafe Qld Managing Psychosocial Hazards Code of Practice](#) and [Fair Work Commission – Bullying](#)).
- The deletion of these clauses has no impact on the legislative protections that are available and such matters could be referred to the Fair Work Commission as a dispute under the proposed EA as an "industrial matter" (see clause 2.4 above under **Part 2 – Consultation and Dispute Resolution**).

Part 11 – SCHEDULES

Schedule 1 – Wages, Salaries and Allowances

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

[Teachers](#)

[Teachers - Positions of Leadership](#)

[School Officers](#)

[Services Staff](#)

[Counsellors](#)

[Boarding Supervisors](#)

[Nurses](#)

[Children Services](#)

Vote “YES” to receive backpay

Schedule 2 – Positions of Leadership in Diocesan Schools

- Previous transition provisions have been deleted.
- 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.
- EB10 Salaries/Allowances for [Teachers – Positions of Leadership](#)

Schedule 3 – Hours of Duty (Teachers)

Consolidated Provisions

See changes noted in **Part 4 – Teachers** above.

Schedule 4 – Isolated Teachers’ Assistance Scheme (ITAS)

The provisions of the Schedule have been rephrased and the definition of “Dependent” has been clarified.

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

- The provisions of the Schedule have been streamlined.
- The remote area incentive payments provided to teachers will increase for those in early years who are located in Level 5 and 6 centres.
- Greater incentives are provided for teachers who remain working in remote locations for 6 or more years, with all locations seeing this payment double and in some centres more than triple.
- Full details are outlined in Table 2 of the Schedule.

Schedule 6 – Flexible Learning Centres (FLCs)

No changes to this Schedule.

Schedule 7 – Appraisal Process Principles

No change to this Schedule other than renumbering.

Schedule 8 – School Officers’ Classification (Current Structure)

- No changes to this Schedule, but note the transition to a new classification structure outlined above under **Part 5 - General Employees’ Conditions School Officer Classification (5.9 and 5.10)**.
- The transition will mean this Schedule will not apply to any school officers by the nominal expiry date of the proposed EA.

Schedule 9 – School Officers’ Classification (New Structure)

- This is the new school officer classification structure that will apply to all school officers by the nominal expiry date of the proposed EA.
- The transition timeframes are outlined above under **Part 5 - General Employees’ Conditions School Officer Classification (5.9 and 5.10)**.

Schedule 10 – Counsellors (Without Teacher Qualifications) – Characteristics – Qualifications - Duties and Skills

No change to this Schedule.

Schedule 11 – Term-Time Employees other than Teachers

- Term-time provisions have now been consolidated in this Schedule, including the following provisions that are outlined in other parts of the current EA:
 - annualization of salary; and
 - payment of public holidays.
- A provision that required a minimum engagement of 12 hours per week has been removed for term-time employees to be consistent with other general employees and the undertaking required by the Fair Work Commission when the current EA was approved.

Schedule 12 – Nurses

- As mentioned above, nurses have been grouped as “general employees” to enable common conditions of employment to be included in **Part 5 – General Employees’ Conditions**.
- In relation to nurses, this means the following provisions from the current EA have been deleted and the conditions outlined in Part 5 will apply:
 - Area of Operation (S11.1.3 of current EA)
 - Contract of Employment (S11.2.1 of current EA)
 - Wages (S11.3.1 (b)-(d) of current EA)
 - Divisional and District Allowances (S11.3.2(a) of current EA)
 - On Call Allowances (S11.3.2(b) of current EA)
 - Recall (S11.3.2(c) of current EA)
 - Uniform and Laundry Allowance (S11.3.2(a) of current EA)
 - Hours of Work, Breaks, Overtime, Shift Work, Weekend Work (S11.4 of current EA)
 - Leave of Absence and Public Holidays (S11.5 of current EA)
- If an employee is concerned that the changes may have reduced the overall benefits received in the proposed EA compared to those received in the current EA, 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. Please refer above to **Part 5 – General Employees’ Conditions - No Reduction in Overall Conditions (5.2)**.

Schedule 13 – Services Staff

- As mentioned above, services staff have been grouped as “general employees” to enable common conditions of employment to be included in **Part 5 – General Employees’ Conditions**.
- In relation to services staff, this means that all provisions have been deleted and the conditions outlined in Part 5 will apply. However, the following specific provisions are still included in the Schedule:
 - Classification Structure (including Attachment 1); and
 - Board and Lodgings, if applicable.
- If an employee is concerned that the changes may have reduced the overall benefits received in the proposed EA compared to those received in EB9, 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. Please refer above to **Part 5 – General Employees’ Conditions - No Reduction in Overall Conditions (5.2)**.

Schedule 14 – Conditions of Employment for Boarding Schools Supervisions Staff (S13.7)

The following changes have been made to this Schedule:

- Sleepover entitlements are outlined in a single clause; and
- Meal break provisions have been included.

Schedule 15 – Children’s Services

- As mentioned above, children’s services employees have been grouped as “general employees” to enable common conditions of employment to be included in **Part 5 – General Employees’ Conditions**.
- The following provisions from the current EA have been deleted:
 - Coverage (S14.1.3 of current EA)
 - Area of Operation (S14.1.3 of current EA)
 - Contract of Employment (S14.2.1 of current EA)
 - Full-time Employment (S14.2.4 of current EA)
 - Part-time Employment (S14.2.4(a)-(e) of current EA – increment provision included in S15.3.1(c)(i) of proposed EA)
 - Equal Employment Opportunity (S14.2.9 of current EA)
 - Divisional and District Allowances (S14.3.3 of current EA)
 - Hours of Work (S14.4 of current EA except S14.4.1(b) relating to OSHC and Vacation Care)
 - Leave (S14.5 of current EA)
 - Training (S14.6 of current EA – trainees are not covered by the proposed EA – see **Part 1- Coverage (1.4)**)
 - OH&S Matters (S14.7 of current EA)
- If an employee is concerned that the changes may have reduced the overall benefits received in the proposed EA compared to those received in the current EA, 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. Please refer above to **Part 5 – General Employees’ Conditions - No Reduction in Overall Conditions (5.2)**.

Schedule 16 – Long Service Leave - Teachers

No change to this Schedule.

Schedule 17 – Portability of Employee Benefits

No change to this Schedule.

Schedule 18 – Brisbane Catholic Education Guidance Counsellor (Teacher) and (Without Teacher Qualifications)

No change to this Schedule.

Schedule 19 – Supported Wage System

No change to this Schedule.