Key Features of Enterprise Bargaining Package for proposed Diocesan School Agreement
Wages  **Clauses 4.1, 4.2 and 4.3**

- 2.7% per annum over 3 years (teachers).
- 2.7% (or a flat dollar increase of $23 per week whichever is the greater) per annum over 3 years (school officers, services staff and nurses).
- Paid from the first full pay period after the receiving the results from the ballot of employees indicating the majority of those who voted support the proposed Agreement.
- Back pay guaranteed to 1 May (school officers, services staff and nurses) or 1 July (teachers).
Wages (cont)

- Wage increases:
  - 1 May/1 July 2012
  - 1 May/1 July 2013
  - 1 May/1 July 2014

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Agreement to change the title of ‘non-contact time’ to ‘planning, preparation and correction time’ in primary schools.

Minimum block of PPC in primary schools not less than 30 minutes recommended (Brisbane Archdiocese only).

Minimum block of PPC in primary schools not less than 30 minutes (remainder of Diocesan employing authorities).

Minimum block of PPC in secondary schools not less than 30 minutes recommended (all employing authorities).
Enhancements to Graduate Teacher Induction Program  

Clause 7.7

- Mentoring for a minimum period of the graduate’s first 12 months of teaching.
- Ability for graduate teacher to request, and/or the principal to determine, to extend access to quality mentoring beyond the first 12 months.

Enhancement to Job Share Ratio  

Clause 9.5

- Ratio may be varied above the maximum of 1 job share position to 7 full-time positions.
- Employer may vary the ratio where necessary or desirable.
Paid Parental Leave  Clause 6.7

- Half pay for double the period of time.
- Access to subsequent periods of paid parental leave without requirement to return to work first.
- Paid spousal leave – access prior to confinement or adoption in cases of demonstrated need (e.g. travel to birthing facility or caring for other children where complete bed rest for pregnant partner is prescribed).
Defence Force Leave  Clause 6.11

- Extension of entitlement from current 10 days paid leave to 32 days paid leave.

- Provided employer receives payment under Defence Force employer support payment scheme.
Domestic Violence Leave  Clause 6.17

- Additional 5 days of non-cumulative paid special leave for victims of domestic violence to address related matters including:
  - attending medical and/or counselling appointments
  - accessing legal advice and/or attending legal proceedings
  - alternative education arrangements for children.

- Employee may use existing carer’s leave to support a member of immediate family or member of their household who may be a victim of domestic violence.
Greater Flexibility to Access Long Service Leave

Clause 6.3

- Minimum period of long service leave (LSL) to be 1 week (currently 4 weeks).
- In clearly identified and demonstrated exceptional circumstances, approval may be given for a period of less than 1 week, but not less than 1 day.
- Notice period for LSL of 1 week or more shall be 20 weeks (or less by mutual agreement with the employer).
- Notice period for LSL of less than 1 week shall be 4 weeks (or less in emergent circumstances or by mutual agreement with the employer).

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Notification of Eligibility of ET5

- Option for employers to advise of eligibility via a message on pay slips.
- 10 weeks grace for employee to submit application for ET5 and receive back payment to date of eligibility.

Experienced Teacher 5

- Mentoring/supervising task(s) of a graduate teacher will fulfil criteria needed to gain ET5 status.
Experienced Teacher 6

- **Appraisal process:** formative appraisal that will take into account the 5 criteria that a teacher must satisfy to become eligible for ET6.

- **Professional responsibilities:** ET6 may be requested to undertake professional responsibilities associated with the mentoring and/or coaching of graduate teachers and/or inexperienced teachers. These professional responsibilities are within a teacher’s hours of duty.

- **Review of ET6:** Joint working party to be established to review some elements of the ET6 classification.
Experienced Teacher 6 (cont)

- **Accelerated progression will be available to:**
  - new experienced teachers (equivalent to band 3 step 4 for 3 years i.e. 11 years teaching experience)
  - from outside the Queensland Catholic schools sector
- The acceleration will enable an application to be made for ET6 status after 1 year at ET5 classification.
Cash out Long Service Leave

- Employees eligible to access accruals of LSL (i.e. after 7 years service) may apply in writing to cash out a proportion of LSL instead of taking all or some of this leave.
- At least 5 weeks LSL must be retained to use as leave.
- Cashing out of LSL may only occur once in any 5-year period.
- Notice period is 4 weeks (or less by mutual agreement with employer).
- Employee must seek independent financial advice prior to making the application.
- Employees may cash out a portion of LSL and take another portion of LSL at the same time provided the portion taken as LSL is deducted from the 5 weeks retained.
Casual and Part-Time Teachers  

- Incremental progression to change from 1000hrs to 1200hrs from 1 January 2013.
- This change will ensure consistency with full-time employees.
- Joint written communication announcing the change will be provided to all casual and part time teachers prior to 1 January 2013.

Casual Loading  

- Quantum of casual loading will increase from 23% to 25% from 1 January 2013.
Enhancement of Certain School Officer Allowances  

Clause 4.2

- **Specialised care allowance**: Allowance shall not be varied to reflect part time hours.

- **First Aid allowance**:  
  - Employer will reimburse the course fees associated with maintaining the first aid certificate for school officers who are designated as first aid officers; and
  - First aid qualification obtained or maintained by the school officer must include CPR to qualify for reimbursement of course fees.
Proportion of Salary  

Clause 4.1.21

(payment in-lieu of vacation payment for teachers who cease duty after 10 weeks of employment – specifically relates to the definition of a standard school year)

- Diocesan schools: Standard school year for a teacher is determined by the employing authority and calculated as: Number of weeks in Term 1, 2, 3 and 4.
Enhanced Severance Payments

- Improvements after 6 years of continuous service (i.e. 1 – 3 weeks increase – see table below).

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<td>More than 8 years but not more than 9 years</td>
<td>14</td>
</tr>
<tr>
<td>More than 9 years</td>
<td>16</td>
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</tbody>
</table>

Clause 3.7.6
Agreed implementation of new Middle Leadership (ML) structure from January 2015.

Structure will replace current PAR structure.

ML structure will provide enhanced conditions (allowance and release time) for teachers who successfully obtain a ML position.

Tenure will be 3 years + 3 years + 3 years.

ML structure will consist of 5 ML tiers (according to level of responsibility) in 3 categories (curriculum leader; pastoral leader; program leader).

Consultative processes will be implemented when developing the ML structure for each school.

Accelerated progression available to current PAR holders who are unsuccessful in securing a ML position.
Enhanced Rural and Remote Conditions
Schedules 6 and 7

- Incentive payments to restart from Year 1 when moving to a lower designated IPRASS level.
- Inclusion of Gayndah, Childers, Nanango and Kingaroy as level 4 centres (Brisbane Archdiocese only).
- Agreement to use ATO definition of dependants.
- Commitment to provide one airfare per annum each for the teacher and their immediate family to Toowoomba from Quilpie, Cunnamulla and Charleville (Toowoomba Diocese only).
Joint working party established to review current conditions and entitlements of Boarding House employees.

Agreement to a facilitative clause to progress this matter.

Middle leadership positions in the new structure may include positions responsible for activities such as Vocational Education and Training.
Guidance Counsellor/Counsellor positions
(not applicable to Brisbane Archdiocese)  Clause 9.21

- Agreement to review current employment provisions and practices to enable a practical comparison across the Queensland Catholic school sector.
- Review group will consist of an equal number of employer and employee representatives.
- Review group will report on findings by 30 October 2013.
- Brisbane Archdiocese has negotiated specific arrangements for counsellors outside of EB negotiations. Consultation on this position has been undertaken with Brisbane Catholic Education counsellors. These arrangements are included in the proposed Agreement.

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Position Descriptions  

Clause 9.18

- Implementation of previous provisions on this matter left out of previous EB Agreement in error.
- Specifically relates to:
  - the development of generic role descriptions for all employees where the role description does not exist
  - clarification of roles supported by duty statements where appropriate
  - consultation arrangements regarding future role changes.
Breast-feeding and Expressing Facilities

Clause 9.13

- Enhancement to current conditions relating to:
  - Emphasising the importance of collegial support.
  - Highlighting the need for all staff to treat colleagues who are breast-feeding with respect and dignity.
  - The initiation of constructive dialogue between the employee and principal with regard to issues such as return to work arrangements and other specific considerations.
Affirmative Employment of Disabled

Clause 9.19

- Where two or more applicants for a position are of equal merit, and one is a person with a disability, the person with the disability will be chosen for the position.
A joint review of Services Staff working conditions where recommendations will take into account the consolidation of the various services staff employment provisions.

The Joint Working Party will provide a report no later than end of Term 1 2013.

Consultation with employees will occur in Term 2 and Term 3 2013.

Agreed recommendations arising from this review shall be the subject of a ballot to vary this Collective Enterprise Agreement during Term 3 2013, for implementation at the commencement of the 2014 school year.

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Deferred Salary  

Employees with 3 years consecutive years full time service with the employer at the time of application may apply to be included in a deferred salary scheme.

Scheme enables employees over a 5 year period to receive 80% salary for the first 4 continuous years of the nominated period and take the 5th year as special leave, using the accumulated reserves of deferred salary.

Application to be made a minimum of 3 months before participation.

To be eligible for participation, an employee must seek advice from a qualified financial advisor and their superannuation fund.

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Deferred Salary (cont)

- Interest on the accrued deferred salary component will be used to offset the cost of the scheme.
- Superannuation entitlements and employer contribution rates are calculated at the 80% rate over the 5 year period of the scheme.
- The 5 year period counts as 4 years entitlement towards LSL.
- Employee’s substantive position will be preserved for the 5th (special leave) year.
- An employee who ceases to be employed by the employer shall be deemed to have withdrawn from the scheme.
- An employee who withdraws from the scheme shall be paid the exact monies contributed, with no interest payable.

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Annualisation of Salary  

- Removal of timeframe to make application to annualise salary (except Brisbane Archdiocese).
- Brisbane Archdiocese to review annualisation arrangements prior to the end of Term 3, 2013.
Multiple contracts  Clause 8.8

- The proposed Agreement provides for separate contracts of employment for separate and distinct categories of work (e.g. work some hours performing administrative duties and work some hours as a Library assistant)
  - Access on a voluntary basis
  - Record of employment arrangements to be kept
  - Hours worked are not to be in excess of maximum hours provided for in proposed Agreement
  - Payment made at the rate associated with the work performed.

- Provision provides enhanced flexibility for employers and employees.
- Also provides increased access to work opportunities for employees.
**Supported wage system**  

**Schedule 30**

- Applicable to employees who because of the effects of a disability are eligible for a supported wage under the terms of the proposed Agreement.

- This addition reflects similar provisions contained within the relevant Award and is currently used within the Queensland Catholic Education sector.
Development of Policies

- A joint working party will be established to develop the following policies:
  - Social media policy (where not already in place)
  - Technology policy
  - Personal crisis leave policy.
Nurses Schedule 16

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Uniform allowance

- In circumstances where the employer requires a Nurse to wear a uniform:
  - The current allowance is $159 per annum.

- The proposed enhancement to this allowance will provide:
  - An allowance of $316 per annum
  - This reflects the provisions of the relevant Modern Award

Meal Allowance (overtime)

- The QNU tabled a claim to increase the existing overtime Meal Allowance from $9.40 to $13.64.

- This enhancement aligns with the relevant Modern Award
In-Charge Allowance

- The existing allowance is $3.40 per week.
- Agreement to a staged increase to:
  - $7.50 per week from 1 May 2013;
  - $10.00 per week from 1 May 2014; and
  - $12.50 per week from 1 May, 2015.
- This allowance applies only where two or more nurses are working on the same shift.
Prior to being asked to vote whether or not to support the proposed Agreement, employees will be provided with information regarding the contents of the proposed Agreement.

Information will be in the form of:

- a hard copy of the proposed Agreement being made available at each school
- proposed Agreement being available on the EB7 website (www.eb7.qcec.catholic.edu.au)
- PowerPoint presentations at staff meetings and/or provided by email.
Approval Process

- Ballot of Employees
  - A ballot of employees will be held on 22 November and 23 November 2012.
  - All employees covered by the proposed Agreement are asked to vote in this ballot.
  - Ballot papers will be distributed at the school level and employees can cast their vote on-site.
  - All votes will be counted by employer and employee representatives.
Approval Process (cont)

- If over 50% of employees who vote accept the proposed Agreement:
  - Application for approval of Agreement will be made to Fair Work Australia (FWA).
  - Once approval received from FWA, the Agreement will operate from the date 7 days after the approval date.
  - Nominal expiry date of Agreement will be 30 June 2015.