



QUEENSLAND ANGLICAN SCHOOLS

ENTERPRISE BARGAINING AGREEMENT 5

JOINT EXPLANATORY NOTES

29 October 2003

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Attachment

Draft EBA

BRIEFING NOTES

Purpose

The purpose of this Joint Explanatory Note is to ensure that all employees affected by the proposed EBA 5 have received an adequate explanation of the terms of the proposed EBA.

Process

A Single Bargaining Unit (SBU) comprising employer and employee representatives have met on nine occasions since April this year. The SBU have discussed all issues raised by employers and employees in order to develop an EBA which best meets the needs of all parties. We believe that the proposed Agreement represents the best negotiated outcome which could jointly be achieved.

A copy of the proposed EBA is available on the School's intranet site, Anglican Schools' Office website, QIEU website, from the Schools' Employee Representatives and Bursar and has been posted in staff rooms.

The proposed EBA incorporates all changes agreed in principle by the SBU. For ease of reference any new key provisions or substantive changes have been highlighted. However, we would encourage you to read the entire EBA document carefully to ensure that you fully understand all its terms and any changes.

Key Provisions

A summary of the new key provisions and substantive changes are:

- Clause 1.3 provides that the Agreement shall operate for a period of 3 years from 1 January 2004 to 31 December 2006
- Clause 2.4 recognises the role of Union delegates and provides them with reasonable access to facilities and time to effectively carry out their functions.
- Clause 4.1 provides for annual wage increases as follows:
 - 1 January 2004 or date of ballot, whichever is the later 4%
 - 1 January 2005 4%
 - 1 January 2006 3.5%

These increases ensure that Anglican teachers are not disadvantaged in relation to other sectors and will mean that Anglican teachers are approximately \$1,700 ahead of their EQ counterparts over the period 2001 to 2006.

In addition to this, all employees are guaranteed annual wage increases of at least \$20.00 per week.

- Clause 5.2 provides for an appraisal process to be goals-focused and based on outcomes agreed through the appraisal process.
- Clause 5.3 includes a more extensive induction program for new staff – eg: curriculum expectations, superannuation options,
- Clause 5.16 provides for teachers to voluntarily undertake additional employment opportunities for the school outside of ordinary hours in return for payment at ordinary rates – eg: Elicos.
- Clause 5.17 includes provisions for vocational education and training employees to have directed professional development and workplace monitoring of students to be recognised as part of their hours of work and to be reimbursed for authorised expenses incurred by them in undertaking their duties.
- Clause 5.18 provides for specific enhancements for graduate teachers including an immediate entitlement to sick leave, provision of guidance on BTR requirements and higher entry levels for teachers with Honours or double degrees. For the purposes of this provision, a graduate teacher is a teacher who has provisional registration from BTR and who is completing the requirements for full registration.
- Clause 5.20 seeks to ensure that schools go through a process of genuine consultation with employees and their relevant unions where outsourcing is considered.
- Clause 5.21 provides recognition for part-time employment and provides employees with an ability to approach the School and explore the possibility of changing their employment status. This clause also provides that part-time employees would be short-listed for any full-time positions or additional hours which may become available.
- Clause 5.22 allows an employee to access long service leave upon seven years' continuous service rather than 10 years. Employees must take long service leave in full term blocks, provided that in exceptional or unusual circumstances an employee may take long service leave for a mutually agreed period of time.
- Clause 5.24 acknowledges the implementation and portability of long service leave and sick leave entitlements across all Queensland Anglican Schools.

- Clause 5.29.1 reduces the eligibility for an employee to access paid maternity leave from two years to one year.
- Clause 5.29.2 increases an employee's entitlement to unpaid maternity leave from 52 weeks to 104 weeks. Unpaid maternity leave must be completed at the beginning of a term.
- Clause 5.30 provides for an increase in the accrual of sick leave from eight days to 10 days per annum.
- Clause 5.34 provides for the development of administrative guidelines on responding to complaints against employees, disciplinary processes and student medications.
- Clause 5.35 commits employers and employees to implementing a risk assessment approach for activities involving supervision of students and a significant risk to students and staff.
- Clause 6.1.2 requires the employer to provide employees with a detailed written statement containing a number of details including sick days and long service leave accrued. This may be done by payslip or other written form.
- Clause 6.5 provides for the continued phasing in of enhanced employer superannuation contributions based on an employee co-contribution as follows:

Date	Employee Contribution	Employer Contribution
1.7.03	1.5%	9.75%
1.1.04	3%	10.75%
1.7.05	4%	11.75%
1.1.06	5%	12.75%

Current employees in schools which have other arrangements will not be disadvantaged by this provision.

- Clause 8.1 provides for the establishment or maintenance of joint employer and employee working parties to review and consider PARs, teachers' hours of duty and School Officer classifications.
- Clauses 9.1 and 9.2 provide an opportunity for the Parties to review the classification of nurses and consider any decision of the Queensland Industrial Relations Commission regarding pay equity in Child Care.
- Schedule 1 includes St Andrews Peregian Springs as a School covered by the Agreement.

- Schedule 3 contains the updated Wages and Salaries for all classifications covered by the Agreement.
- Clauses 2.5 and 3.2.1 of Schedule 4 have increased the casual loading from 19% to 23%.
- Clause 3.1 of Schedule 4 provides that part-time teachers may be engaged on a proportionate basis to that of a full-time teacher and would be remunerated on the basis of that same proportion. A further explanation of the effect of these provisions is **attached**.
- Clause 4.2 of Schedule 4 increases the notice an employer must be given in cases of termination up to a maximum of five weeks.
- Clause 4 of Schedule 5 provides that early in Term 1 teachers will be advised of the calculation of their annual quantum of hours.
- Clause 5 of Schedule 5 recognises the employees' assistance in each School's extra curricular activities and confirms this commitment is honorary and voluntary.
- Clause 7 of Schedule 5 recognises that teachers engaged as full-time boarding supervisors may undertake supply teaching from time to time.
- Clause 8 of Schedule 5 provides that an employer will endeavour to provide an employee with an unpaid meal break of an average of at least 30 minutes each day.

Feedback

All the employees in Anglican Schools are able to provide feedback on the proposed EBA prior to a final document being distributed for ballot. A feedback form is attached and may be completed and forwarded to Stephanie Munday-Lake, Anglican Schools Office, or John Rossato, QIEU, for consideration by the SBU. All feedback must be submitted by close of business **Friday 7 November 2003**. The relevant contact details are:

Stephanie Munday-Lake - email smunday-lake@aso.qld.edu.au
 - fax 3839 0879
 - phone 3839 0882

John Rossato - email jrossato@qieu.asn.au
 - fax 3839 7021
 - phone 3839 7020

The SBU will be required to consider all feedback to determine whether any changes to the Agreement or further negotiation are necessary.

Ballot

If no substantive changes or further negotiations are necessary, the proposed EBA will be submitted for a ballot which will take place at each School between 24 and 26 November 2003.

If a valid majority of employees to be covered by the proposed EBA vote in favour of the EBA, an application will be made to the Queensland Industrial Relations Commission to have the Agreement certified. Once certified, the EBA will replace the current EBA and will operate in conjunction with the relevant parent Awards.

Any questions regarding the terms of the proposed EBA or the process to be undertaken can be raised with the Anglican Schools Office, QIEU, Principal or Principals Delegate or your Employee Representative.

Anglican Schools Office

Queensland Independent Education Union

DRAFT AGENDA
EMPLOYEE EXPLANATION
ANGLICAN SCHOOLS EBA 5

- 1. Opening**
- 2. Explanation of key changes by Head/Employee Representative**
- 3. Questions and Answers**
- 4. Feedback Mechanisms**
- 5. Process – ballot**

**EXPLANATION OF PROPOSED ANGLICAN SCHOOLS
PART-TIME TEACHER PROVISIONS
In a school with 38.2 term weeks**

Anglican employers have proposed engaging part-time employees on the base of a proportion of full-time employees. This would allow such employees to more fully participate in curricular, co-curricular and other school-based activities.

In applying the hours to a part-time teacher's time-table consideration should be given to ensuring, as much as practicable, that there is continuity in the daily hours (no large gaps) and reasonable daily engagement (eg no less than two hours). To achieve this, preparation and correction time and co-curricular duties can be applied.

An example of how this would operate is as follows:

- A Band 3 Step 4 teacher is engaged on the basis of 40% of a full-time equivalent Secondary School teacher at a school with 38.2 term weeks. The work requirements and payment would be as follows:

Duties	Hours	Payment
Contact time – 38.2 weeks x 8.26 hrs	315.53	
Preparation and correction – 20% of 315.53 hrs =	63.11	
Co-curricular duties – (40% of 1230) – 378.64 hrs	113.36	40% of Band 3 Step 4 teacher – ie 40% of \$58876.00*
Total	492.00	\$23550.40

Additional Hours

- If the employee agreed to undertake an additional two hours of supervision, they would receive an extra two hours' pay (ie \$37.61ph X 2= \$75.22). The additional two hours would also count towards accrued entitlements. Alternatively, the two hours could be paid at the supply rate (ie \$2256.74/53^=\$42.58. Plus 23% loading = \$52.37. Times 2 hours = \$104.75).

Taking on a full time role

- If the employee agreed to fill in for a full-time teacher who was absent for four weeks, they would receive the full time rate for those weeks. The additional hours would count towards accrued entitlements. The additional hours would be calculated in accordance with the proportional pay administrative guidelines.

In this example the full time weekly hours are:

$$1230/38.2=32.2 \text{ hours per week}$$

* This includes a 4% increase from 1/1/2004. The fortnightly rate is \$2256.74. The divisor for the hourly rate is 60 and thus the hourly rate is \$37.61

^ The divisor for the supply teacher rate is 53 and the casual loading from 1/1/2004 is 23%

