



What working conditions are **CUT** in the Queensland Catholic employer document being put to ballot?

1. FOR ALL EMPLOYEES

1.1 Access to Backpay

Employer proposed agreement	Current	IEU Comment
Limits the entitlement of back payment. Only employees employed at the time the Agreement is approved by the Fair Work Commission will be entitled to back payment.	Backpay promised from 1 July (Teachers) and 1 May (School Officers)	Employer cuts backpay for any employee who resigns after 1 July/1 May and before FWC approves Agreement plus 7 days. The employers claim their cut is based on a Federal Court decision – however, that decision itself is currently under appeal to a Full Bench of the Federal Court by our union. No cut should be made while an appeal is in the Federal Court.

1.2 Redundancy

Employer proposed agreement	Current	IEU Comment
An employee whose position has been made redundant will not receive their applicable allowances paid on any redundancy pay.	Employees currently paid allowances such as middle leader allowances have them applied to payments when made redundant.	Employer cuts allowances from package of redundancy payments for eligible employee.

1.3 Workplace Stress

Employer proposed agreement	Current	IEU Comment
Clause has been deleted.	Current clause requires employer to recognise legal requirement to assess the working environment for systems and practices that may lead to negative stress response and to put into place preventative measures.	Under the current collective agreement, all staff including teachers have protections regarding Workplace Stress that go well beyond the legislation. The employer cuts will leave all staff with just the minimum provision in the legislation – meaning they will be denied the protections they currently have including school-level interventions.

		<p>Workplace Stress issues are largely generated at the school level, they should be dealt with at the school level.</p> <p>Cutting this clause means the recourse for staff seeking enforcement is to go to the Queensland Industrial Relations Commission (QIRC) rather than being able to deal with it at a school level. Taking such issues to the QIRC wouldn't and shouldn't be the case to address these matters generally – but the employer cut makes that the reality.</p> <p>If there is a provision in the agreement, it is enforceable as a dispute arising from the agreement.</p> <p>If an employee relies on the legislation, it is enforceable in the relevant tribunal.</p> <p>This employer move comes despite teachers leaving the profession in droves due to unsustainable workloads and associated professional and personal pressures.</p>
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1.4 Workplace Harassment

<i>Employer proposed agreement</i>	Current	IEU Comment
<i>Clause has been deleted.</i>	Current clause requires employer to ensure workplace harassment policies (developed in consultation with the union and their representatives) and procedures exist, are available to all staff and their availability advertised widely.	<p>Under the current collective agreement, all staff including teachers have protections regarding Workplace Harassment that go beyond the legislation.</p> <p>The employer cuts will leave all staff with just the minimum provision in the legislation – meaning they will be denied protections they currently have including school-level interventions.</p> <p>If there is a provision in the agreement, it is enforceable as a dispute arising from the agreement.</p>

		<p>If an employee relies on the legislation, it is enforceable in the relevant tribunal.</p> <p>The current Workplace Harassment clause won by our union enables members – especially those who may be subject to student harassment – to seek recourse at the school level. Employer cuts of this clause limit staff’s ability to raise these issues at the local level. Staff seeking enforcement would need to take harassment claims to the Fair Work Commission (FWC) or Anti-Discrimination Commission.</p>
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2. Senior Leaders

2.1 Appointment to Senior Leadership Positions in Primary School

<i>Employer proposed agreement</i>	Current	IEU Comment
<i>Parts of current clause cut.</i>	Tenure of 5+5 years for Senior Leadership Positions in Primary Schools.	Employer cuts assurance of 5+5 year tenure of Senior Leadership Positions in Primary Schools while original provisions for Secondary Senior Leadership Positions remain.

3. Middle Leaders

3.1 Appointment to Middle Leadership Positions in Secondary Schools

<i>Employer proposed agreement</i>	Current	IEU Comment
Allow appointment of a new Middle Leader on full contract before the end of a current term. (if incumbent ML retires, resigns or employment terminated)	Current clause allows for appointment of a fixed term contract for remainder of triennium when a Middle Leader relinquishes their role before the end of their term.	The employer change removes the effect of the existing provision for adherence to the cycle of Middle Leader structure and review. That review involves employee consultation. The employer provision allowing fixed-term contracts running across that 3-year cycle will make the cyclic review meaningless and undermine that essential employee consultation.

4. Support Staff

4.1 Hours of engagement

<i>Employer proposed agreement</i>	Current	IEU Comment
	The current provision has terms that set the minimum hours at 12 hours per week.	Employer removes minimum engagement of 12 hours per week.

5. School Officers

5.1 Induction

<i>Employer proposed agreement</i>	Current	IEU Comment
<i>Remove current provision from school officers and services staff and move to section in agreement for Graduate Teachers.</i>	Current agreement contains provisions for induction for school officers and services staff.	No provision by employer for induction for anyone but graduate teachers.

5.2 School Officer Relief Provision

<i>Employer proposed agreement</i>	Current	IEU Comment
	Current agreement contains provision for replacement of school officer undertaking duties with essential student supervision (when on leave) if absent for more than five (5) hours.	Under the proposed employer agreement, the employer will not replace school support staff when on leave and absent for more than five (5) hours where that staff member is undertaking duties with essential student supervision. This means teachers can be left without essential support when it comes to high-needs students in their classes.

5.3 Conversion

<i>Employer proposed agreement</i>	Current	IEU Comment
	Current clause ensures where a part-time school officer or services staff employee converts to full-time, or vice versa, all accrued entitlements shall be maintained.	Employer removes assurance that entitlements accrued by a part-time school or services staff officer will be retained when the employee converts to full-time status. Without this right in the agreement, the employee is vulnerable to a lack of clarity regarding accruals and entitlements.

6. Services Staff

6.1 Conversion

<i>Employer proposed agreement</i>	Current	IEU Comment
	Current agreement states where a part-time school officer or services staff employee converts to full-time, or vice versa, all accrued entitlements shall be maintained.	Employer removes right to all accrued entitlements for part-time school officers or services staff employee who converts to full-time, or vice versa.

6.2 First Aid Attendant

<i>Employer proposed agreement</i>	Current	IEU Comment
<i>Clause enabling payment of the First Aid allowance for services staff has been removed. The allowance still appears in the payment schedules.</i>		Employer removes enabling provision for payment of First Aid allowance for services staff.

7. St Patrick's College, Townsville

7.1 Support (student with identified learning needs)

<i>Employer proposed agreement</i>	Current	IEU Comment
<i>Clause carried over from previous Agreement is diminished. Removes the requirement to provide information to teacher prior to student placement (student with identified learning needs).</i>		Employer at St Patrick's College, Townsville removes requirement to provide information on student with identified learning needs to a teacher prior to student placement in the class.

8. Counsellors

8.1 Review of counsellor duties and working arrangements

Employer proposed agreement	Current	IEU Comment
<i>Clause deleted from proposed Agreement. Removes the employer's commitment to consult at the local level regarding support and resources.</i>	Provision for consultation at the local level.	Counsellors work in an environment of high professional accountability. The employers have cut a provision committing employers to provide support to manage these accountabilities including consulting at the local level regarding the practical workplace supports and resources necessary to address particular issues such as caseloads, counselling models, referral pathways and other initiatives to mitigate the impact on counsellors.

9. Guidance Counsellors (Without Teacher Qualifications) and Counsellors (Without Teacher Qualifications)

9.1 Attendance for Work Duties and School Vacation Periods

Employer proposed agreement	Current	IEU Comment
<i>Part-time Guidance Counsellors (Without Teacher Qualifications) may now be asked to attend during school vacation periods for emergent issues. Previously no requirement for part-time Guidance Counsellors (Without Teacher Qualifications).</i>	Full-time guidance counsellors may be required to attend during school vacation periods for emergent issues.	Employer adds requirement for part-time guidance counsellors to attend during school vacation periods for emergent issues.