



# Anglican Schools Collective Bargaining 2006 *Better Jobs - Better Schools*

---

## DRAFT EMPLOYEE LOG OF CLAIMS WITHOUT PREJUDICE 22 May 2006

### OVERVIEW

#### Retention of Existing Fair-Minded Practices

The federal government's *Workplace Relations Amendment (WorkChoices) Act 2005* has provisions which will strip employees of a range of industrial rights and protections.

A provision should be negotiated which affirms:

- A commitment to employees' fundamental freedom to have membership in a union and representation by that union;
- A right of employees to collectively bargain (including an employer rejection of AWAs);
- A right of employees to have ready and generally unrestricted access to union officers in the workplace;
- A right to have access to an independent third party to resolve matters of dispute; and
- A right to take reasonable and responsible industrial action in support of claims.

#### 1. Application

Agreement to apply to all Anglican schools, their employees and the relevant unions.

#### 2. Duration

1 January 2007 until 31 December 2009 notwithstanding the date on which the parties reach agreement and the date of certification.

#### 3. Wages

It is proposed that wage and salary increases provide for parity with the announced public sector outcomes and should apply as follows:

1 January 2007	4% or \$30 per week whichever is the greater*
1 January 2008	4% or \$30 per week whichever is the greater*
1 January 2009	4% or \$30 per week whichever is the greater*

\* \$30 per week will apply each year notwithstanding that pro-rata flat dollar minimum increase will apply to employees who are not full-time.

- Increases should compound over the life of the Agreement

- Increases should apply to allowances as well as base salary

### **3.1 Northern Allowance**

Both Education Queensland and the Catholic employers are committed to reviewing regional allowances. As a matter of urgency, a review of regional allowances for Anglican schools should be undertaken with a minimum expectation that this Agreement recognise current Award provisions.

## **4. Securing Workplace Rights**

The terms of the *Workplace Relations Amendment (WorkChoices) Act 2005* specifically prohibit the inclusion of many workplace rights. The inclusion of such matters in a State registered agreement is sought to provide advanced protection in an uncertain environment.

Provisions which provide for the following should be negotiated:

- Undertake to include a dispute settling provision in a collective agreement which includes empowering the Industrial Relations Commission to conciliate and arbitrate on a matter in dispute such as complaints against employees, contest of termination of employment and workplace health and safety matters;
- Enshrine the recognition of collective union activity;
- Support workers' rights to be part of a collective through their union; and
- Commit to continue to consult employees and their unions where termination, changes and redundancy are considered, in accordance with the current Queensland Industrial Commission's Statement of Policy.

## **5. Claim using Work Intensification C.O.R.E. Issues**

### **5.1 Consultation**

#### **5.1.1 Administrative Guidelines**

A provision should be negotiated which identifies current administrative guidelines applicable in Anglican schools and seeks for them to be referenced as a schedule to the agreement.

#### **5.1.2 Continuous Improvement Clause (5.9) and Curriculum Review and Development Clause (5.11)**

Both the above clauses provide opportunities for employees to raise workload issues and a review of the impact of work practice / change on employees at both the school level and in terms of work life balance.

School Consultative Committees should meet at the request of either employees or the employer and at least twice a year to review the above clauses with particular reference to:

- Timeframes for the implementation of change;
- Professional development or training prior to implementation;
- Identification and supply of necessary resources;

- Identification of time cost of initiative and appropriate time release allocated for its completion;
- Identification of potential problems;
- Feedback to staff on the outcomes of consultation and a rationale for the decision made; and
- Limited trial of all new initiatives and objective assessment of the outcomes of the trial prior to making an assessment that it be broadly adopted or rejected.

and other matters arising out of the interpretation and implementation of this agreement.

### **5.1.3 Peak Forum of Employees, Employers and QIEU**

A provision which establishes a consultative forum as a peak body should be established whereby employees, employers and QIEU can meet to discuss issues arising from or contained in this Agreement more frequently than once every three years.

## **5.2 Organisation to Manage Workload**

### **5.2.1 Hours of Duty – Definition (Subject to outcome of the Working Party)**

Through the Hours of Duty Working Party employees have sought to make the current 1230 Hours of Duty model more transparent to teachers. If there is no agreement at this Working Party, the weekly hours of duty model which employees requested in the last enterprise bargaining negotiations should be negotiated.

### **5.2.2 Hours of Duty – Impact on Employees (Subject to outcome of the Working Party)**

- a) Employees require a clearer definition between paid work time and personal time to better enable them to attend to family responsibilities whilst maintaining a high level of commitment to their duties.
- b) Employees require sufficient time within the 1230 hours to adequately provide for planning, setting, delivering and evaluating specialist curriculum.
- c) Employer expectations around communication with students and parents are increasing. Adequate time must be included in the Hours of Duty Schedule to recognise this expectation.
- d) A provision should be negotiated which entitles employees to a paid morning tea break consistent with other government and some non-government schools.

### **5.2.3 Professional School Officer Assistance**

Teaching and the preparation for teaching are priorities for the delivery of quality education. Complementary judgments need to be made about the mounting requirements for teachers to undertake numerous other tasks that might readily

be performed by skilled, experienced and professional school officers in paid work time.

Within any review of teachers' hours of duty, there should be a complementary consideration of those responsibilities that may be reallocated to professional school officers in order to release teachers from non-core tasks such as playground duties, administration tasks relevant to late students, absentee students, collection of money, collection of notes from parents, photocopying and data entry tasks.

#### **5.2.4 Assessment and Reporting**

Reporting timelines, format and frequency are a major cause of work intensification at certain times of the year, which is often exacerbated by short timeframes between the conclusion of exams and deadlines for reports. A provision should be negotiated which seeks to alleviate the untenable demands on teachers' personal time arising from these expectations.

### **5.3. Resources and Conditions**

#### **5.3.1 Class Sizes**

To alleviate work intensification experienced by teachers, enhance student learning and as an issue of parity with Education Queensland schools, should a provision which provides for class size parity with those in Education Queensland schools be negotiated which sets targets of:

Years P – 3, 11 and 12	Maximum of 25 students
Years 4 – 10	Maximum of 28 students

in all but exceptional circumstances. Exceptional circumstances should be subject to genuine consultation with affected teachers.

#### **5.3.2 PAR Conditions of Employment (Schedule 9)**

Arising out of feedback from PARs the following issues were raised for resolution in this round of negotiations:

- a) The need to specify a minimum time release and remuneration for pastoral positions similar to the academic scale.
- b) The need to bring some clarity to how primary PAR positions will be remunerated.
- c) The need to provide criteria for access to Senior Co-ordinator.
- d) The need to properly recognise the changes to workload in Anglican schools through the creation of super departments / KLAs.
- d) The need to recognise middle schooling in the schedule.

- e) The need to recognise the impact of the co-ordination of co-curricular events either as a short term impact or over the academic year.
- f) The need for a mechanism to recognise additional time requirements where the initial duty statements are changed by the employer resulting in additional work but no task is removed and no additional time release or monetary compensation is offered should be negotiated.
- g) The need to provide a duty statement with the letter of appointment should be negotiated.

All of the above issues should be resolved as a necessary step toward the efficient and effective management of departments / KLAs in Anglican schools?

### **5.3.3 Professional Development – Effective Use of Student Free Days**

Employees wish to see a quantum of student free days allocated to curriculum / pastoral professional preparation and agreed professional development. The School Consultative Committee should be instrumental in determining the professional development programme of the school.

### **5.3.4 Qualifications Allowance**

There is increasing expectation that schools in the high fee category have teachers with the best possible qualifications and the Anglican schools use teacher qualifications and professionalism as a marketing strategy.

This encouragement to undertake study in employees' own time and at their own expense be recognised by a qualifications allowance to help offset the time and expense to the individual when obtaining such a qualification.

### **5.3.5 Redundancy**

Anglican employers are now isolated in terms of not having a redundancy provision which recognises the professional nature of work in Anglican schools. A provision should be negotiated which acknowledges both State and some other non-government schools' provision of 2 weeks for each year of service up to a maximum of 52 weeks for an employee who is made redundant.

## **5.4. Enhancement of Family Friendly Provisions**

Enhancement of family friendly provisions recognises the need for a better work / life balance. While employees spend the majority of the working week caring for students, employees' own personal and family relationships require time and attention to be positively nurtured.

### **5.4.1 Family Leave**

Currently there is 6 weeks paid maternity leave. The introduction of 12 weeks paid maternity leave will further assist in attracting and retaining skilled female employees and continue to provide parity with the new provision available to women in the public sector.

A provision should be negotiated to extend the existing family leave arrangements to continue to provide for parity with the public sector in the following areas:

- 12 weeks paid maternity leave, effective from 1 January 2007;
- Introduction of a provision for maternity leave at half pay for double the period of time;
- Introduction of paid paternity leave consistent with North Queensland Anglican schools.

In addition, employees seek the following benefits:

- Ability to work part time until the child reaches school age prior to reverting back to full time employment; and
- Employees on paid maternity or adoption leave be able to access paid sick leave, if the illness is for one or more weeks.

#### **5.4.2 Long Service Leave**

A provision be negotiated to amend the existing long service leave arrangements to provide for parity with the public sector in the following areas:

- Access pro rata long service leave accruals after 7 years, effective from 1 May 2006;
- Access long service leave in minimum periods of 1 week;
- Ability to access long service leave at half pay for double the period of time;
- Reduce the notice requirements on employees applying for long service leave;
- Enable non-teachers to access long service leave periods over the school holiday periods;
- Subsequent access to long service should be available once a further 4 weeks has been accrued.
- Employees on long service leave be able to access paid sick leave, if the illness is for one or more weeks.

#### **5.4.3 Leave Without Pay**

A provision should be negotiated which recognises that leave without pay enables employees to care for family members, study, gain VET workplace experience or take a break from teaching before returning to the profession refreshed and motivated.

To provide parity with Education Queensland a provision should be negotiated which enables employees to access leave without pay for periods of between three months and three years. (Leave without pay in Education Queensland is available on the basis that at least 6 months notice is provided in all but exceptional circumstances and that at least 2 years continuous service prior to commencing leave.)

#### **5.4.4 Natural Disaster Paid Leave**

A provision should be negotiated which provides to an employee who is prevented from attending the employee's normal place of employment because of floods, cyclonic disturbances, severe storms, bush fires (or any other comparable natural disaster or emergency) a maximum of five (5) days per year non-cumulative paid leave in the following circumstances:

- (a) where the employee is required to return home before the employee's usual ceasing time to ensure personal safety, the protection of the employee's family and property or the availability of transport facilities which may be disrupted or discontinued because of weather or environmental conditions; or
- (b) where the employee must, of necessity, remain at home to safeguard the employee's family or property; or
- (c) where the employee remains at home to have temporary repairs effected, restore belongings, clean up etcetera; or
- (d) where the employee is away from their usual residence and is unavoidably delayed in returning to their place of employment due to disruptions to transport services.

The employer may consider additional paid leave in exceptional and deserving circumstances or where an employee is affected by more than one disaster or emergency in any year.

#### **5.4.5 Paid leave for Attendance at Emergencies**

A provision should be negotiated which provides to an employee who is a member of the State Emergency Service, voluntary member of a local fire fighting unit, members of a Rural Fire Brigade, auxiliary of a Fire Brigade, Honorary Ambulance Officer or St John Ambulance Volunteer paid leave when called out for emergencies, to fight fires or where an emergency situation or state of disaster has been declared under the *Public Safety Preservation Act 1986* or the *Disaster Management Act 2003*.

Paid leave is not available for training purposes, however unpaid leave may be granted at the employing authority's decision.

### **6 School Officers – Employment Conditions**

**6.1** Some School Officers have expressed concern at the lack of clarity around the employment conditions such as term time contracts, late notice of confirmation of hours for the following year, the use of fixed term contracts with clarity around vacation time and seek resolution of these issues in the next agreement.

In additions School Officers would seek to see a provision that recognises the following:

- Current and accurate position descriptions
- Professional Development and training access to enhance skills

- Being valued as part of the educational team
- Annual increments within a level
- An additional level
- Limit the use of level one
- Replacement register for school officers
- Greater flexibility in hours of work
- Nine day fortnight

## **6.2 Classification Process**

It is time to review the Anglican School Officer classification structure in the light of significant gains in the Award and Catholic system. A provision should be negotiated which brings greater clarity to the existing system and recognises that changes to the Award to make the structure contemporary should flow through to the Anglican classification structure.

## **6.3 Recognition of prior experience**

A provision should be negotiated to recognise prior work experience in the state education sector for the purposes of appropriate classification when achieving a position in the non-government education sector. Currently, only prior work experience in the non-government education sector is recognised for this purpose.

## **6.4 Working with Children Check**

There is now a mandatory requirement under the *Commission for Children and Young People and Child Guardian Act (2000)* for employers to apply for a Blue Card on behalf of paid employees. A provision should be negotiated whereby the cost of the employers' legislative compliance is borne by the employing authority, not individual employees.

# **7 Teachers**

## **7.1 Classification Structure**

Teachers have identified inadequacies in the current classification structure.

A provision should be negotiated which provides for:

- Recognition of 5 year trained teachers, who hold a 3 year Bachelors degree and 2 years of teacher education, in commencing at Band 2 Step 2 of the teacher classification structure;
- Accelerated progression through the classification structure in recognition of the achievement of a post graduate degree in Education after commencing work as a teacher; and
- Advanced access in the classification structure in recognition of industry experience and / or work history for new teachers.

## 7.2 Senior Teacher 2

Employees seek a Senior Teacher 2 provision that recognises collegial leadership in the development and delivery of curriculum or pastoral care to students.

## 8. Retention of Provisions Stripped from Awards

Employees have identified the retention of current Award conditions and workplace rights as a priority for negotiation in the current industrial relations context.

A provision which provides for the following should be negotiated:

- Enshrine current Award safety net provisions in the next collective agreement, such as classification structures for each category of employee, paid union training leave, spread of hours, family leave and special responsibility leave, casual loading, meal breaks and paid rest pauses;
- Confirm that the following conditions will be protected in the next collective agreement: public holidays, rest breaks, annual leave loading, allowances, penalty rates and overtime; even though *WorkChoices* enables employers to remove them;
- Retain existing vacation leave arrangements and do not apply a 38 hour per week average over a year;
- Retain the current probationary period for school employees at 3 months, rather than 6 months; and
- Include a minimum redundancy provision for all employees.

Whilst the employer has been logged under a State Agreement there is a degree of uncertainty about the status of the *WorkChoices* legislation which is currently subject to a High Court challenge and the applicability of *WorkChoices* to the Anglican Employer. Should *WorkChoices* apply Anglican Schools it is recognised that some of the above provisions may not be allowable matters and an undertaking should be sought to retain such provisions in an associated agreement in the event this occurs.