CATHOLIC EDUCATION ENTERPRISE BARGAINING

EB10 SBU Meeting #2 – Thursday, 2 February 2023

Agenda Item	Discussion Action/Outco		
1.00 – Welcome			
(a) – Attendances / Apologies	 Attendances/Apologies are recorded in Attachment 1 to these Minutes. The term 'the parties' means employer and employee representatives. 	See Attachment 1 .	
(b) – Acknowledgement of Country	Employer representatives presented the Acknowledgement of Country to the meeting.	QCEC to prepare for the next meeting.	
(c) – Prayer	Employer representatives presented the Prayer to the meeting.	QCEC to prepare for the next meeting.	
(d) - Introductions	 Introductions for the school employee representatives occurred as it was their first attendance. Employer representative explained the use and convenience of the SBU SharePoint for accessing documents. School employee representatives confirmed they had access and will raise issues in the future if there are access concerns. 		
2.00 – General Busine	ess		
2.01 – Minutes of the p	revious meeting		
(a) – Tuesday, 29 November 2022	 The parties discussed Item 2.5 of the draft SBU#1 minutes. The parties confirmed minutes, with amendment. 	QCEC to upload to SBU SharePoint	
2.02 - Business Arising			
(a) – Confirmation of meeting dates	The parties confirmed the schedule of meeting dates and venues.	See Attachment 2.	
(b) – IEU Communications	The parties confirmed that their respective communications will be placed on the SBU SharePoint for transparency during the negotiation process.	The parties to upload their respective communications	

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(c) – Scope/Industrial Context	 Employee representatives: prefer to negotiate for separate Enterprise Agreements (EAs) with each employer (currently 22 employers); acknowledged NERRs distributed by employers limited coverage, which, is not accepted and reserve their right to negotiate on scope pursuant to the "Stuartholme" decision ([2010] FWAFB 1714); reserved rights that may arise from the foreshadowed legislative amendments. Employer representatives: confirmed that they had consulted with employee representatives about the content of the NERRs prior to distribution; and queried the IEU-QNT's approach given the ACTU's view on multi-employer bargaining. Employee representatives stated they will pursue any legislative vehicle that will maximise their capacity to represent employees. 	
2.03 – Other Procedura	l Matters	,
(a) – Sub Committees	The parties agreed to establish sub-committees for: • Technical/Drafting; and • Remote Area (ITAS and IPRASS) for relevant employers.	The parties to confirm participants and meeting dates.
3.0 - Log of Claims		
3.01 – Employee Log of 0	Claims	
General Comments regarding sequencing of tabling of the parties log of claims	 Employee representatives stated, prior to tabling individual clauses, that: the clauses to be tabled at this meeting relate to matters generally not connected to workload (e.g. wages and other matters); and the remainder of clauses for negotiations (primarily related to workload) will be tabled at SBU#3 on 21/2/23. This will mean that all clauses will be tabled from employee representatives by 21/2/23; and they are looking for a significant intervention into workload and work intensification. Employer representatives stated: they also intend to table their substantive clauses by SBU#3 on 21/2/23; and they do not intend to respond all the items being tabled by employee representatives today and will be waiting for all matters to be tabled in considering what can be included in a total package offer 	

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	approach taking into account interests of staff and the sustainability of Catholic education for students and their families.	
	Employee representatives acknowledged the employer approach.	
(a) – Claim Item 1.8 (School Consultative Committee (SCC))	 Employee representatives discussed the clause as tabled. Employee representatives advised that: they are aiming to reference "employer/employers" consistently throughout this and other clauses as well as references to "must/is" instead of "will" and "shall". 	For further discussion
	 the change to "School Consultative Committee" (SCC) to avoid confusion with current reference to "Enterprise Bargaining Consultative Committee". 	
	 at clause 2.1.4(f) includes reference to identify, consider and address workload issues is an additional proposed purpose of the SCC; 	
	o at clause 2.1.5 notes there:	
	 "must" be an SCC established at each school, but consideration given to small schools with less than 20 FTE staff where an SCC must be established at the request of a majority of employees; and 	
	 is a reference to a Charter (Terms of Reference), which is not prescribed as schools can identify local appropriate approach (i.e. not seeking to prescribe when and how the SCC should meet in EA). 	
	 For Diocesan Employers, clause 2.1.8 notes a Diocesan SCC with the additional purpose to address workload issues as per school SCC change at clause 2.1.4 (f). 	
	Employer representatives queried:	
	 potential confusion between this SCC and SCC in Schedule 2 of EAs relating to establishing middle leader structures – different purposes and different members. 	
	o the mandatory requirement for there to be a SCC at each school – there are different cultures between schools, realistically not all schools will have an interest in maintaining an SCC as it will be an extra meeting (and the number of meetings is identified in union's log of claim as an issue) as there may be other processes/forums to deal with workload issues. At some schools an SCC may not get going as employees have less interest or it may wither on the vine as issues addressed, but there would be a mandatory obligation to have an SCC.	
	• Employer representatives also commented that this forum is noted in their claims and the mandatory establishment of the forum is the concern given above comments.	
	• Employee representatives noted the employers comments; however, there are school leaders who reject requests for one to be formed at present.	

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(b) – Claim item 1.12 (Reproductive Health Leave)	• Employee representatives discussed the clause as tabled. Employee representatives also noted that at clause X.1 (definition) is from the World Health Organisation (WHO) and is deliberately broad, as it would encompass aspects that if stated may be challenging in the Catholic context;	Under further consideration by employee representatives.
	• Employer representatives had a number of queries regarding the application of this clause (including personal leave would cover some of the issues discussed; vacation periods may allow opportunities for some of those issues raised to be pursued).	IEUA to upload draft clause to SBU SharePoint subsequent to this meeting.
	• Employee representatives provided a response to those queries noting that medical matters need not and did not await a vacation period.	
	• Employer representatives advised that the generic nature of the clause tabled can be problematic and request that further details are provided regarding the applicable reproductive health concerns. Employee representatives will consider providing further detail regarding this matter.	
(c) – Claim item 2.1	Employee representatives discussed the clause as tabled. Employee representatives:	IEUA to upload tracked change
(Wage Increases and COLA Payments)	o noted that the wage increases are as per Department of Education (DoE) for 2023,2024 and they are seeking the same headline percentage increase as DoE in 2025 (when next DoE agreement commences);	draft clause to SBU SharePoint subsequent to this meeting.
	 acknowledged that lump sum payments are difficult for employers to administer and the cost of living adjustment (COLA) implementation process in DoE is complex (14 page guide). 	
	o are seeking an alternative and simpler method to lump sum payments by:	
	 applying the DoE COLA outcome and pay the lump sum payment as an allowance spread over the year; 	
	 the calculation of the COLA allowance is completed each year with the allowance ceasing and new allowance paid dependent on DoE COLA outcome for the next year; 	
	 the COLA allowance would be based on classification level of the employee and if employees classification level changes, then COLA allowance changes; 	
	o if FTE changes, then COLA allowance pro-rated;	
	 if employee resigns, then the COLA allowance only would apply up to and including the resignation date of employees; 	
	 the COLA allowance would apply from 1 July each year for all employees, including employees other than teachers; 	
	o noted that in respect to superannuation they are seeking 12.75% for all employees from July 2023 noting DoE increase planned to be implemented from 1/4/23, but referred to later on (see item 3.01(e), below);	

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	 noted at clause 4.1.5 (a) Proportion of Salary – issue of teachers not working full term dates needs clarification in respect to commencement of employment and payment over vacation periods. Employer representatives noted they have similar claim and requested changes be tracked when uploaded so that clauses can be worked together; 	
	 noted that in respect to clause 4.2.5 (p4) (School Officer – Qualifications Allowance) the relevant levels will be subject to consideration and negotiation of other school officer related items between the parties; 	
	 noted that clauses 4.4 and 4.5 are new in respect wages clauses for Boarding Supervision Employees and Children's Services Employees; 	
	o noted that prior to uploading to SharePoint, the clause will be updated as per the employer request.	
(d) – Claims Item 2.2 and 2.3 (Remote Area)	• Employee representatives tabled a clause regarding remote area (Diocesan EA Schedules 4 and 5) to the employers (note similar changes will be required for the Religious Institute EA). Employee representatives stated:	Referred to Remote Area sub- committee.
	 that they have consolidated the provisions and arrangements across Catholic employers and looking to bring them together in these schedules; 	IEUA to upload draft clause to SBU SharePoint subsequent to
	 that the entitlements have been tabulated for ease of reading; 	this meeting.
	o that they are seeking that this matter applies to all employees, not just teachers;	
	o that they are taking into account public sector enhancements;	
	o that they are requesting that a sub-committee is established to consider these matters;	
	• Employer representatives agreed that a sub-committee of relevant employee and employer representatives is appropriate to consider the matters raised.	
(e) – Claim Item 2.4	Employee representatives discussed the clause as tabled. Employee representatives:	IEUA to upload draft clause to
(Superannuation)	 acknowledged that a lot has changed and they are seeking to update references as mentioned above; 	SBU SharePoint subsequent to this meeting.
	 that the increased employer contribution of 12.75% operates from 1 July 2023 when compared to the April operative date for DoE (4.8.4), without the requirement of making co-contributions; 	
	 acknowledged the impact of "stapling", but they are seeking that the default fund to be NGS and not UniSuper given previous status of ACSRF. 	
	Employer representatives:	
	 Queried having just NGS as only default as UniSuper is regarded as a good fund; 	

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	 raised concerns that an employee representative as an advocate for this at the negotiation table was not appropriate given the position as a Director on NGS Board; and 	
	 stated that were also looking to review this clause and simplify it by removing unnecessary references. 	
	• Employee representatives noted the employer concerns and comments regarding this claim. They also acknowledged that a different employee representative will progress this claim in future meetings of these negotiations.	An alternative IEUA representative to present on this matter at future meetings.
(f) – Claim Item 2.5	Employee representatives discussed the clause as tabled. Employee representatives are seeking:	IEUA to upload draft clause to
(HALT)	 to combine the provisions for Highly Accomplished Teacher (HAT) and Lead Teacher (LT) (collectively (HALT)); 	SBU SharePoint subsequent to this meeting.
	o to remove the 5 years of service requirement and eligibility as per QCT/AITSL requirements	
	 to be part of presentations to endorse the process as union support of the HALT program, and from experience, will increase participation of teachers in making an application for Highly Accomplished and Lead classification; 	
	o support for both in terms of: financial reimbursement, whole or in part, of successful applications (see subclause 3 (d)); and release time to develop teachers portfolio (see subclause 3 (c)). The implementation of these supports are to be agreed at local level.	
	• Employer representatives queried the nature of union participation in seminars in other and requested any available presentation slides that the union may have used in such forums in other sectors for employers to consider. Employee representatives advised that they had materials but these may not be up to date because there has not been an occasion to use these.	
(g) – Claim Item 2.6 - Teacher Classification and Recognition of Experience	 Employee representatives discussed the clause as tabled. Employee representatives are seeking: to remove the requirement for full registration to progress from Graduate to Proficient. Employee representatives view is that this is an attraction/retention issue for employers. They also confirmed that this restriction to progression does not apply in other sectors; 	IEUA to upload draft clause to SBU SharePoint subsequent to this meeting.
	 consistency in relevant overseas experience being recognised and QCT registration should be the basis of relevance. Employer representatives queried that registration is one thing but how much to recognise from other countries when curriculum and experience may be different – what is "relevant" experience is important to understand. 	
	o a new clause, clause 7.1.7 (Permission to Teach (PTT)), which outlines employee representatives' claim for employees who hold a PTT from the QCT and are classified at Step 1 or Step 2 (3 year	

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	trained) salary, which will be dependent on whether the employee is in their final year of their teaching qualification.	
	• Employer representatives noted it may be difficult to track whether an employee is in final year of obtaining their qualification. Employee representatives noted that this is about being near completion of a degree.	
(h) – Claim Items 2.9 and 3.3 (Part time Engagement)	 Employee representatives discussed the clause as tabled. Employee representatives: noted that the industrial legislation is expected to change the practice of fixed term engagement. Employer representatives clarified that legislation enacted in December 2022 regarding fixed term contracts will be operative from 6/12/23, which will need to be considered by the parties. advised that they are seeking minimum engagement of two continuous hours per day for part-timer school officers (SO) and services staff (SS) (see clause 3.2.2) and to preserve hours if the employee worked continuously for 10 hours or more per week (see clause 3.2.3). For the second issue (see clause 3.2.3), employer representatives queried whether this related to consistent additional hours being worked and to provide an example of the scenario seeking to be addressed? Employee representatives indicated that it is about giving employment security to staff. advised that they are seeking 3 hour minimum engagement for part-time teachers and made reference to modern award provisions about minimum payments. Employer representatives queried the relevant reference to the modern award in relation to the claim, which was not clear. 	IEUA to upload draft clause to SBU SharePoint subsequent to this meeting.
	Employee representatives to clarify.	
Lunch Break 12:50pm		T
(i) – Claim Item 2.10 (Family Friendly Provisions, including Parental Leave)	 Employee representatives discussed the clause as tabled. Employee representatives advised that: for flexible working arrangements (FWAs) they are seeking to update legislative changes and reduce the eligibility to 6 months instead of current 12 months as outlined in National Employment Standards (NES) and EB9 for flexible working arrangements. Employer representatives preference is linking to the NES provisions rather than repeating in EB10 and have to continually update for legislative changes. for parental leave they are seeking to:	IEUA to upload draft clause to SBU SharePoint subsequent to this meeting.
	add pre-parental and pre-adoption leave.	

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(j) – Claim ltem 3.1 (Pandemic Leave)	 Employee representatives discussed the clause as tabled. Employee representatives: noted the challenge regarding the employers implementation of pandemic leave and that employees having to exhaust their personal leave entitlements before accessing pandemic leave – if another medical issue arises, then no personal leave entitlement left to address the medical issue; are seeking minimum point of reduction of personal leave. If an employee's entitlement reduces to 20 personal leave days accrual, then provide another 10 days for pandemic leave for each occasion it is required during a pandemic. Following employer representatives queries, employee representatives confirmed there is not a limit proposed per year and it is available for each event. 	IEUA to upload draft clause to SBU SharePoint subsequent to this meeting.
(k) – Claim Item 3.2 (ASOC, including Salary Structure)	 Alternative School Officer Classification Structure (ASOC) Employee representatives tabled the ASOC Structure for the purposes of discussion. In the presentation, employee representatives: referred to EB9 JWP process; believe ASOC has application beyond SOs (but not teachers, boarding supervisors, nurses, counsellors/teachers and SS), and could extend to counsellors who are not teachers, but not advocating that, but open to considering this; are seeking the inclusion of instructional services employees and can agree to employees exclusively employed as sports coaches can be excluded from EB10, but existing staff who perform sport coaching should have a schedule understood at the school level; are seeking professional level 8 to be added to current 7 level structure; Employer representatives raised concerns about rolling out to all SOs given the timeframes taken during the EB9 JWP to finalise process and position descriptions for teacher aides in which the parties were comfortable. There is a need to be realistic about time frames for wider groups and parties to be comfortable with the outcomes. Employer representatives considered the process was to be collaborative and was comfortable with the JWP process undertaken jointly and collaboratively for teacher aides. But this did not extend to all SOs as there had to be consideration for implications. Employer representatives asked whether they had undertaken further work on other cohorts? Employee representatives advised they had considered laboratory technicians and administration and were developing illustrative position descriptions of these and others. Employee representatives advised that they are open to discussing transitional arrangements between the old and new SO structure with employer representatives. 	IEUA to upload draft clause to SBU SharePoint subsequent to this meeting.

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	Proposed Salaries	
	• Employee representatives tabled, for the purposes of discussion, a position on ASOC salaries. Employee representatives referred to tabled salary structure and stated that the proposal is:	
	 relativities set at 2% below the 100% relativity and 5% above the 100% relativity, and the left column is the new salary structure, 	
	 a structural adjustment applied from 30/6/23, with wage increases, also applied on top of the structural adjustment from 1/7/23; 	
	 8 levels with additional salary steps for levels 7 and 8, which is not unusual for higher levels in professional salary structures; 	
	Employer representatives:	
	 stated it will be expected that some level 3.3 will come across at same level (as per JWP process), which will mean, in employee representatives' claim, a 10% "structural adjustment increase", then 4%, then a COLA payment and then superannuation increase, which would be over 17% increase from 1/7/23, which has significant implications. 	
	o queried whether intending to cover business managers?	
	Employee representatives stated in response that:	
	o a level in the current classification may not come across at a level under ASOC; and	
	 it is intended to cover employees other than teachers, nurses, services staff, boarding supervision staff, and potentially only counsellors without teacher qualifications. 	
	 Employer representatives stated that business managers are not currently covered by EB9 and it would depend on what sort of role is being referred to e.g. RI business managers or different roles as there are roles in DoE referred to as a school business manager but would not equate to level 8. Accordingly, this would mean that employee representatives are seeking to change coverage, which is not included in the log of claims. 	
	Employee representatives noted that such employees in schools are raising the claim.	
(l) – Claim Item New (Dispute Resolution Procedure)	Employee representatives discussed the clause as tabled. Employee representatives indicated that the proposed clause is based on the model term except it would have same coverage as EB9 including references to industrial matters (not only NES and EA provisions) (see clause X.1 (c)) and also review of certain employer decisions to refuse FWAs and extended parental leave (see clause X.7).	IEUA to upload draft clause to SBU SharePoint subsequent to this meeting.
	• Employer representatives did not have issue with inclusion of covering employer decisions on flexible working arrangements and parental leave, but were seeking to negotiate removal of the reference to all "industrial matters".	

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(m) – Claim Item New (Data Collection and Security)	• Employee representatives discussed the clause as tabled and are open to discussing this matter further with employer representatives. Employee representatives acknowledged that this is not an item in their log of claims, but they are seeking to include obligations in the EAs given concerns that have recently arisen in the context of a school, particularly with the data that has been kept for long periods that was unnecessary.	IEUA to upload draft clause to SBU SharePoint subsequent to this meeting.
	Employer representatives:	
	 acknowledged the importance of this issue, but one of the employer claims is not to include provisions in the EAs that are already protected or covered by legislation. Employer representatives also noted that it is expected that privacy legislation covers many of the issues and employers are aware of their privacy obligations; and 	
	 noted that some employees have raised concerns about the practice of the union seeking and obtaining names of staff in schools for the purpose of writing to them about membership – they are concerned as they have not given consent for their names to be provided for this purpose and this has been raised with the union previously. 	
	• Employee representatives noted the employer comments regarding this matter.	
Caucus – 2:40pm to 3pm	see commentary at item 3.03, below.	
3.02 - Employer Log of	Claims	
General Comments	Employer representatives wished to first:	
	 acknowledge the approach taken by employee representatives in identifying key issues in relation to the draft clauses tabled is appreciated, it has clearly taken into account employers' hopes to simplify the provisions of the EAs, where possible, and efforts taken by employee representatives in considering the streamlining of clauses such as dispute clause, HALT, and superannuation is noted; 	
	 note that the contents will not necessarily all be able to be agreed, but the approach will assist in efficiently negotiating items, which builds on some of the processes (streamlining provisions) recently undertaken by the parties that have been productive; 	
	 note the extent of the claims tabled in the first tranche today have significant implications (salary changes sought for SOs as an example) for employers. Employers have to be sustainable, also noting that employee representatives will be tabling the second tranche at next meeting in relation to workload, which is expected to have further implications. 	
(a) - Item 4 (Review maintaining certain clauses when existing	Employer representatives stated that they are seeking to remove unnecessary clauses relating to legislative obligations,	Referred to Technical/Drafting sub-committee.

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legislative obligations apply)	• Employee representatives can agree in principle to not duplicating that which is found in legislation, but links would need to be included.	
	• Employer representatives used the example of discrimination and if an employee had a concern, it is not expected that they would refer to the EA and would more likely directly refer to the relevant statutory bodies.	
	The parties agreed to refer this matter to the technical/drafting sub-committee.	
(b) – Item 7.3 (Personal/Carer's Leave and evidence	• Employer representatives discussed the proposed changes from the log of claims regarding ability of employer to request a medical certificate or reasonable evidence in certain circumstances when absence less than 3 days.	
requirements)	• Employee representatives identified concerns about unintended consequences and this becoming mandatory in circumstances where it is not appropriate.	
	• Employer representatives not seeking it to be mandatory, but discretionary for employers to do so like in the NES currently for single days, but will table a draft for future meeting to assist in discussions.	
3.03 – Caucus		
General Comment	Before the parties caucused, employer representatives requested that employee representatives prioritise their claims for employers. Employee representatives were open identifying the fundamental matters for employer representatives consideration.	
4.0 - Other Business		
4.01 – Sub-Committees	The matter of sub-committees was addressed under 2.03 (a), above.	
5.00 - Next meeting		
5.01 – Proposed Agenda	 Employee representatives log of claims – workload/work intensification items from their log of claims. Employer representatives' most items from the employer log of claims. 	Agenda to be confirmed by the parties out of session.
5.02 – Next Meeting Date	Tuesday, 21 February 2023 9.30am Venue: ACU Leadership Centre	QCEC to chair the next meeting.
6.00 – Close of meeti	ng [time] - 3:21pm	

Attendances and Apologies

Attendances	Employee	Terry Burke (TB), Branch Secretary
	Representatives:	Paul Giles (PG), Assistant Secretary/Treasurer
		Nicole Kapernick (NK), Assistant Secretary
		Monique Roosen (MRo), Industrial Services Officer
		Jodie Parker (JP), Secondary Teacher
		Nigel Mitchell (NM), Secondary Teacher
		Cameron Love (CL), Secondary Teacher
		Sarah Latham (SL)
		Mark Rieken (MRi)*, Secondary Teacher
		Ian Hughes (IH), School Officer
		Joanne Ikin (JI), Secondary Teacher
	Employer	Ray Kelly (RK), Workplace Relations Manager, QCEC
	Representatives:	Susan Skoien (SK), Administration support to the SBU, QCEC
		Colin O'Neill (CO), Brisbane Catholic Education Office
		Gary Cooper (GC), Rockhampton Catholic Education Office
		Stacy Van der Muelen (SV)
		Jonathan Outerbridge (JO), Toowoomba Catholic Education Office
		Kristy Greenhatch (KG), Townsville Catholic Education Office
		Jenifer Elvery (JE), Religious Institute Schools
		Deb Crotty (DC), Catholic Education Service, Cairns
		Marsha Daskalakis (MD), Edmund Rice Education Australia, Queensland
Apologies	Employee	Kathleen Jenkins (KJ), Primary Teacher
	Representatives:	
	Employer	Nil
	Representatives:	

^{*} online participation

ATTACHMENT 2 – Agenda Item 2(a)

Confirmed EB10 SBU Meeting Schedule

29/11/22	Tuesday	SBU#1	ACU
02/02/23	Thursday	SBU#2	IEU-QNT
21/02/23	Tuesday	SBU#3	ACU
16/03/23	Thursday	SBU#4	ACU
20/04/23	Thursday	SBU#5	IEU-QNT
11/05/23	Thursday	SBU#6	ACU
30/05/23	Tuesday	SBU#7	IEU-QNT
20/06/23	Tuesday	SBU#8	ACU