



**CATHOLIC
EDUCATION
ENTERPRISE
BARGAINING**

EB10 SBU Meeting #4 – Thursday, 16 March 2023

Agenda Item	Discussion	Action/Outcome
1.00 Welcome		
(a) Attendances / Apologies	<ul style="list-style-type: none"> Attendances/Apologies are provided in Attachment 1 to these Minutes. Employer representatives introduced themselves and where they were from to KJ. The term 'the parties' means employer and employee representatives. 	See Attachment 1 .
(b) Acknowledgement of Country	Employee representatives presented the Acknowledgement of Country to the meeting.	QCEC to prepare for the next meeting.
(c) Prayer	Employee representatives presented the Prayer to the meeting.	QCEC to prepare for the next meeting.
Arrangements for the day	<ul style="list-style-type: none"> Employer representatives confirmed that morning tea is at 11am and lunch is at 1pm (or earlier if required). 	
2.00 General Business		
2.01 Procedural Matters		
(a) Scope/Industrial Context	<ul style="list-style-type: none"> Employee representatives: <ul style="list-style-type: none"> prefer to negotiate for separate Enterprise Agreements (EAs) with each employer (currently there are twenty-two 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); 	

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	<ul style="list-style-type: none"> ○ reserved rights that may arise from the foreshadowed legislative amendments. • Employer representatives: <ul style="list-style-type: none"> ○ 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. 	
(b) Bargaining Protocols	<ul style="list-style-type: none"> • Employer representatives confirmed that they will update the bargaining protocols according to the email exchange between QCEC and IEU. • Employee representatives advised that they have serious concerns regarding the process and purpose of the minutes. Serious amounts of time were being spent on contesting the content of the minutes rather than the task of negotiating a replacement agreement. Employee representatives also had concerns about the relevance on some of the inclusions and the intended use of the minutes. A number of examples were cited where there was questionable inclusion in the draft. Comments made by way of observation, exploration and illustrative example were unnecessary in a record where matters tabled, status, discussion and any outcomes should be the focus. It is employee representatives' view that the meeting must provide a space for both parties to be able to explore the issues without being inhibited by a view that if something was said in the process of exploring an issue the comment necessarily would need to be included in the minutes. Topics of discussion, clarification of matters and outcomes/action are the matters to be recorded. • Employer representatives queried why these concerns are being raised at this stage given the minutes were the same format for all of EB9 and start of these negotiations. Employer representatives addressed employee representatives concerns and advised that the relevance of the inclusions relating to the employee representatives' ASOCS salary proposal is to provide the rationale for the claim. The content of the minutes do not inhibit the negotiations as employers have repeatedly stated that either party can state at any time that they wish to discuss an item without it being part of the minutes. It has always been the position of employers that the minutes are provided publicly to employees for transparency purposes. The minutes may also assist an industrial tribunal with an interpretation of a term of the agreement that is ambiguous and in dispute. • Employee representatives do not share the view of employer representatives regarding the distribution of the minutes. Employee representatives will and do transparently communicate with their colleagues. Notwithstanding their views on the minutes, employee representatives confirmed 	<p>QCEC to upload updated bargaining protocols.</p> <p>IEU to prepare record of the meeting.</p>

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	that they will continue to prepare the minutes as a record of the meeting and would do so on the basis of key points of discussion and outcomes/actions from the discussion. Commentary on those matters would not be included.	
(c) (i) Set up of additional Sub-Committees	<ul style="list-style-type: none"> The parties at this meeting did not set up additional sub-committees. 	
(c) (ii) Reports from Sub-Committees	<ul style="list-style-type: none"> The parties considered further that the first meeting of the drafting/technical has been scheduled for Tuesday, 21 March 2023 at 10:30am. A zoom invite has been forwarded for the participants who cannot attend in person, otherwise it is an in person meeting at the IEU. [After the meeting, the parties confirmed that the first meeting of the remote area sub-committee has been scheduled for Wednesday, 22 March 2023 at 3:30 pm to 5pm.] 	See Attachment 2 for participants to the respective sub-committees. IEU to schedule a Zoom invite for the participants to the Remote Area Sub-committee.
2.02 Minutes of the previous meeting		
(a) Thursday, 2 February 2022	<ul style="list-style-type: none"> The minutes of 2 February 2023 are confirmed as an accurate record of the meeting. The confirmed minutes have been placed on the SBU SharePoint. 	
(b) Tuesday, 21 February 2023	<ul style="list-style-type: none"> The minutes of 21 February will be considered further out of session between the parties. See commentary at 2.01(b), above regarding the preparation of the minutes. 	The parties to confirm the minutes out of session and place on the SBU SharePoint.
3.0 Log of Claims		
3.01 Employee Log of Claims		
General comments	<ul style="list-style-type: none"> Employee representatives confirmed that their approach in the spirit of bargaining was to listen to employer concerns, respond and accommodate, if they are able to. 	
(a) Employee Claim Item 1.8 (School Consultative Committee)	<ul style="list-style-type: none"> Employee representatives explored the employer concerns with the tabled clause. Employer representatives advised that their concerns regarding this clause are in respect to a duplication of the work of the Work Health and Safety Committee; and the references to legislative requirements consistent with employer claim item 4. Employer representatives also raised concerns regarding the proposed workload/work intensification clause requiring a reduction in workload by 30% and how this would operate practically. Employer representatives noted the additional meetings and work expected of employees in the implementation of this clause. 	

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	<ul style="list-style-type: none"> Employee representatives are seeking a meaningful intervention into workload. A functioning school consultation committee was a mechanism to ensure some meaningful intervention. 	
(b) Employee Claim Item New (Right to disconnect)	<ul style="list-style-type: none"> Employee representatives discussed the clause as tabled. The parties discussed the electronic communication protocols developed in the past. Employer representatives indicated that they were open to updating the protocols outside of the EB process as happened previously. Employee representatives spoke to their experience with the roll-out of the protocols in schools. Employee representatives advised that the tabled clause is about providing contemporary arrangements and a framework for the school to decide what the right to disconnect arrangements were at the local level. Employer representatives outlined that some employees seek flexibility to respond at times that suits their circumstances, which may be different to proposed protocols. Employer representatives also noted the clause should more appropriately focus on expectations of an employee to “respond” rather than when a communication is sent to an employee. The parties acknowledged that there is a lot of blurring in respect to hours worked. Employee representatives requested that employer representatives consider this as part of their response. 	Employer representatives to consider and respond.
(c) Employee Claim Item 3.2 (ASOC Structure and proposed wages)	<p><u>Alternative School Officer Classification Structure (ASOC)</u></p> <ul style="list-style-type: none"> Employee representatives sought a statement from employer representatives’ on the status of their consideration of the proposed alternate structure. Employee representatives stated that there are two parts to consideration of the tabled position: <ul style="list-style-type: none"> The first part is in respect to whether there is agreement that the new classification structure has been demonstrated to work and can be adopted in principle The second part is in respect to the wage rates paid and how the target rates are reached. A complementary consideration is the transition arrangements from the old structure to the new structure, including a pay scale. Employers indicated they are concerned that if they agree to implement the ASOC structure (the first part) that this is seen as agreeing to the proposed union ASOC salary structure (the second part), which have significant consequences (e.g. immediate 10% wage increase at Level 3 before other wage related claims). Employee representatives confirmed that they are seeking to implement the new structure with a set of rates but noted the employer concern regarding the implications. In principle agreement to the implementation of the alternate classification structure was a critical starting point for 	Employer representatives to consider the transitional arrangements to ASOC structure with a view to further discussion with employee representatives.

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	<p>discussions. Employee representatives indicated that they are open to discussing transitional arrangements with the employer.</p> <ul style="list-style-type: none"> • Employer representatives confirmed that they are only considering the potential transitional arrangements regarding the first part at this stage and intend to have further discussions on this first part. • Employer representatives also do not agree to adding an additional Level 8 as proposed by employee representatives and wish to maintain the current 7 levels of EB9. <p><u>ASOC Position Descriptions</u></p> <ul style="list-style-type: none"> • Employee representatives noted that they have uploaded to the SBU SharePoint position descriptions in respect to: Classroom Support; IT Coordinator; Library Technician; Laboratory Technician; Enrolments Officer; and Finance Officer. They also confirmed that they would upload any new position descriptions that are developed. • Employee representatives also described the process in which the position descriptions were developed. 	<p>IEU to upload new position descriptions as they become available.</p>
(d) Employee Claim Item 1.6 (Range of Duties of Support Staff)	<ul style="list-style-type: none"> • The parties discussed the application of this clause. Employee representatives advised that the existing clause should be amended to make explicit a set of data related tasks that such employees may undertake. • Employer representatives queried the need to change existing clause and the relevance of including 'data entry/collation' and 'record taking/keeping' of the tabled clause as these could be assigned under the current arrangements and administrative duties are referred to in the Level 2 and 3 draft classroom support position descriptions. • Employee representatives advised that employees in schools are looking for intervention on workload and that explicit inclusion of these matters would point to clear intervention on workload. • Employer representatives did not believe the additional wording would address the issue being raised. • The parties discussed the associated issue of employee access to employer data systems. 	
(e) Employee Claim Item 2.5 (Highly Accomplished and Lead Teacher)	<ul style="list-style-type: none"> • Employer representatives stated that they are open to aligning salary levels for highly accomplished and lead teacher (HALT) and are open to consolidating and removing the duplicate clauses for HALT classifications. Employer representatives do not agree to the removal of 5 year experience requirement (noting that Education Queensland has the same requirement) and the inclusion of the support mechanisms in the EB suggested by the employee representatives as employers consider those and seminars are available. . 	

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	<ul style="list-style-type: none"> Employee representatives believe that the support mechanisms must be provided for in the Agreement as it reflects contemporary practice and makes explicit what it is in place for all employees. Employee representatives discussed the relevance in terms of the industrial provisions that are required to facilitate HALT, including, but not limited to: professional development and reimbursement of expenses. The parties noted that the Queensland College of Teachers (QCT) are reviewing the HALT certification processes. 	
(f) Employee Claim item 3.1 (Pandemic Leave)	<ul style="list-style-type: none"> Employee representatives queried the employer representatives concerns with the tabled clause. Employer representatives advised that their concerns relate to the uncapped nature of the leave with the potential of frequent access, noting also that Education Queensland applies a maximum of 20 days pandemic leave over the pandemic. Employers also raised the concern that the tabled clause may allow access to personal leave in circumstances that may not be consistent with the NES. Employee representatives noted the employer concerns regarding the uncapped nature of the clause and this could be discussed. A core position, however, was that there was access to pandemic leave noting that in the tabled position this occurred under specified circumstances. The parties referred this matter for discussion at the technical group. 	Referred to technical/drafting sub-committee.
Morning Tea - 11am to 11:30am		
(g) Employer Claim Item 7.2 (Long Service Leave)	<ul style="list-style-type: none"> Employee representatives queried the dimension of the issue in respect to the employer representatives tabled position. Employer representatives advised that they have issues with current provision requiring a direction to an employee to take all accrued leave after accruing 13 weeks. Employer representatives also advised they are seeking the right to direct employees to take long service leave that aligns with when employees entitlement to LSL vests (i.e. after 7 years of continuous service) in the same way that the legislation generally vests LSL at 10 years and allows directions after that time. Further, it is about encouraging employees to take a respite from their work. Employee representatives advised that 9.1 weeks is not a typical length of a term and under the employer representatives' proposal, employees would have to take approved unpaid leave. Employee representatives noted that 13 weeks is not an excessive leave accrual. Employee representatives noted the definitions of the words 'excess' and 'excessive' in relation to clause 6.3.3(b) of the Agreement. Employee representatives also noted the Fair Work Commission Full Bench decision on 'Annual Leave' in respect to the definition of 'excessive leave'. If the same 	Employer representatives to review and respond.

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	<p>principle is applied to long service leave, then the definition of 'excessive' would be double the period of the standard accrual.</p> <ul style="list-style-type: none"> The parties discussed that 8 years' service would cover all school term lengths and employer representatives would review the clause taking this into account. 	
<p>(h) Employer Claim Item 7.3 (Personal/Carer's Leave)</p>	<ul style="list-style-type: none"> Employee representatives noted the employer representatives' document tabled out of session. Employer representatives advised that the proposed clause responds to the employee representatives concerns identified at the last meeting. Employee representatives stated that they have reviewed the employer tabled clause and remain concerned regarding the circumstances where the provision could be invoked and that the requirement for medical statement could be ongoing in a series of 'reviews'. Employee representatives discussed as tabled an alternate position in respect to personal/carers leave. Employee representatives noted the following key elements of their response: <ul style="list-style-type: none"> The employer must form a reasonable concern; The employer and employee will have an informal meeting to discuss the concerns; The employer will consider the employee response; Where the employer <i>retains a concern</i> (the 'trigger') after the informal meeting, the employer may direct an employee to provide evidence for absences of three days or less; <p>A key difference between the two tabled clauses is that employee representatives stated in their proposal, that where an employer provides a direction to an employee to provide a medical certificate for absences of less than three days, the directive would have a cease date 12 months from the date in which the employer issued the directive.</p> The parties discussed their respective positions and concerns regarding use of language (i.e. 'genuine') and 'frequency of absences'. Employee representatives advised that they do not agree with the inclusion of 'frequency of absences' given its generic nature. Employee representatives requested that the employer consider the following additional matters: <ul style="list-style-type: none"> The differences 'has (an instance in time)' versus 'forms (a process)'; Informal meeting (non-disciplinary conversation); and 12 month period to require evidence. Employer representatives noted their clause includes the notice being in operation for 6 months and reviewed at that time. Employer representatives stated they are seeking the ability to request medical evidence in the case of reasonable concerns that an employee is unnecessarily accessing leave for unplanned absences, which has an impact on the workload of other employees. 	<p>IEU to review the two clauses further.</p> <p>Employer representatives to consider and respond to the 'additional matters' identified.</p>

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(i) Employer Claim Item 3.3 (Junior Rates)	<ul style="list-style-type: none"> • Employee representatives noted the employer position tabled previously and advised that it is inconsistent with S12.3.2 of the Agreement, which would be a diminution to services staff employees in respect to the age cut-offs and percentages of the 100% rate. • Employer representatives queried if there was a response to junior rates for school officers. Employee representatives advised that they will not be commenting on the school officer junior rates until there is consistency with the services staff percentages and age cut-off. 	Employer representatives to consider and respond.
(j) Employer Claim Item 5.1 (Part-Time Teachers)	<ul style="list-style-type: none"> • Employee representatives have considered the employer proposal regarding this matter and noted: <ul style="list-style-type: none"> ○ the different employment relationships between part-time and job share arrangements. ○ Clause 1.1.2 (b) is confusing and read through clauses 11.2 and 11.3 of the <i>Educational Services (Teachers) Award</i>, as a point of comparison. ○ that the employer clause may have unintended consequences, which need to be explored. ○ that there are inconsistencies with 1.1.5 and 1.1.9 in respect to how payments are made to part-time teachers. • Employee representatives are prepared to discuss this matter further to unpack the implications of the employer representatives proposal. • Employer representatives requested that employee representatives identify specific concerns with the employer tabled clause and did not believe that any issues were difficult to resolve. Employer representatives are also responding to employees who are requesting to be paid additional hours at casual rate and to have that option. 	IEU to consider and respond to the employer tabled clause.
(k) Employer Claim Item 8 (Multiple Contracts)	<ul style="list-style-type: none"> • Employee representatives noted the employer representatives clause and the extension of the scope to cover all employees. • Employee representatives advised that they are concerned about the operation of the overtime clause and unintended consequences. The proposed changes to this clause does not account for the differing engagement structures or roles that may be undertaken by employees in schools. Employer representatives noted that the clause does wording is not restricted to employees working 38 hours per week, but refers to “maximum weekly hours”. • Employer representatives advised that they are responding to requests that have come from employees and looking to have the ability to accommodate those requests. • Employee representatives encouraged employer representatives to consider the wider implications on other categories of staff as the clause goes further than the example provided. Employer representatives advised that a further example could be provided to note how “maximum weekly hours” apply to a different cohort, such as teachers. 	Employer representatives to consider wider implications of the application of this clause.

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(l) Employer Claim item Schedule 2, Item 2 (Dispute Resolution Process (DRP))	<ul style="list-style-type: none"> Employee representatives do not object to the model dispute resolution clause, except for the removal of the existing provision in relation to 'any industrial matter'. Employee representatives noted the genesis of the inclusive of 'any industrial matter' and advised that it has served the sector well for more than 25 years. In employee representatives' view the words 'any industrial matter' also reflects the commitment and maturity of the employment relationship within the dispute framework. Employer representatives are seeking a contemporary provision aligned with federal legislation, noting "industrial matter" is a concept from old state awards that previously applied. Employer preference is to confine the clause to the: Agreement, National Employment Standards, Flexible Working Arrangements; and extended unpaid parental leave. Employee representatives stated that there is no agreement can be reached while the reference to 'any industrial matter' is being excluded from the clause. 	
3.02 Employer Log of Claims		
	<ul style="list-style-type: none"> Employer representatives advised that they had no further items to table under this Agenda Item. 	
3.03 Caucus		
	<ul style="list-style-type: none"> A caucus was not required for this meeting. 	
4.0 Other Business		
	<ul style="list-style-type: none"> The parties did not identify 'other business' in respect to this meeting. 	
5.00 Next meeting		
5.01 Proposed Agenda	<ul style="list-style-type: none"> The proposed agenda for the next meeting will be confirmed out of session between the parties. 	The parties to prepare the agenda for the next meeting.
5.02 Next Meeting Date	Thursday, 20 April 2023 9.30am Venue: IEUA	QCEC to chair the next meeting.
6.00 – Close of meeting [time] – 12:30pm		

Attendances and Apologies

Attendances	Employee Representatives:	<ul style="list-style-type: none"> • Terry Burke (TB), Branch Secretary • 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 • Mark Rieken (MRi), Secondary Teacher • Ian Hughes (IH), School Officer • Joanne Ikin (JI), Secondary Teacher • Sarah Latham (SL) • Kathleen Jenkins (KJ), Primary Teacher
	Employer Representatives:	<ul style="list-style-type: none"> • Ray Kelly (RK), Workplace Relations Manager, QCEC • 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 Representatives:	Nil
	Employer Representatives:	Nil

ATTACHMENT 2 – Agenda Item 2.01(c)(ii)

Sub-Committee Participants

Sub-Committee	Participants	
Remote Area	Employee Representatives:	<ul style="list-style-type: none"> • Nicole Kapernick (NK), Assistant Secretary • Monique Roosen (MRo), Industrial Services Officer • Nigel Mitchell (NM), Secondary Teacher
	Employer Representatives:	<ul style="list-style-type: none"> • Gary Cooper (GC), Rockhampton Catholic Education Office • Jonathan Outerbridge (JO), Toowoomba Catholic Education Office • Kristy Greenhatch (KG), Townsville Catholic Education Office • Deb Crotty (DC), Catholic Education Service, Cairns • Stacy Van Der Muelen, Brisbane Catholic Education Office • Peter Tracy (PT), Edmund Rice Education Australia, Queensland
Technical/Drafting	Employee Representatives:	<ul style="list-style-type: none"> • Paul Giles (PG), Assistant Secretary/Treasurer • John Spriggs (JS), Senior Industrial Officer • Monique Roosen (MRo), Industrial Services Officer
	Employer Representatives:	<ul style="list-style-type: none"> • Ray Kelly (RK), Workplace Relations Manager, QCEC • Colin O'Neill (CO), Brisbane Catholic Education Office • Stacy Van der Muelen, Brisbane Catholic Education Office • Jonathan Outerbridge (JO), Toowoomba Catholic Education Office • Jennifer Elvery, Religious Institute Girls and Boys Schools