CATHOLIC EDUCATION ENTERPRISE BARGAINING

EB10 SBU Meeting #5 – Thursday, 20 April 2023

Agen	da Item	Discussion	Action/Outcome
1.00	Welcome		
(a)	Attendances / Apologies	 Attendances/Apologies are 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.	IEU to prepare for the next meeting.
(c)	Prayer	Employer representatives presented the Prayer to the meeting.	IEU to prepare for the next meeting.
Arran	gements for the day	Morning tea – 10:30amLunch – 12:30pm	
2.00	General Business		
2.01	Procedural Matters		
(a)	Scope/Industrial Context	 Employee representatives: 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); 	

Agend	da Item	Discussion	Action/Outcome
		o 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 	
		o 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) (i)	Drafting Sub-	The parties confirmed that they have met twice regarding technical/drafting sub- committee.	IEU to upload status of sub-committee
	Committee Report	• Employee representatives referred to an internal email which specified the matters that either party were to respond to at the next meeting:	deliberations to the SBU SharePoint.
		o Redundancy	
		o Casual teachers	
		o Long service leave	
		o Domestic Violence Leave	
		Guidance Counsellors	
		o Positions of Middle Leadership	
		 Broken shifts: in respect to this item the parties can continue to discuss at the next sub- committee meeting; however, if there is no agreement reached by the sub-committee about broken shifts it may be referred to the SBU for resolution. 	
		 Sleepovers 	
		o Children's Services Employees	
		o Pandemic Leave	
		• Employee representatives stated that they would upload the summary of outcomes to the SBU SharePoint.	
		The next meeting is on Monday, 8 May 2023 at 2pm.	
(b) (ii)	Remote Area Sub- Committee Report	• Employee representatives noted that we met on 22 March at 3:30 pm to discuss the employee claim with the Remote Area Sub-Committee.	See Attachment 2 for participants to the

Agen	da Item	Discussion	Action/Outcome
		 At this meeting, the parties explored the tabled clause, discussed employer concerns and agreed that the employer would address their concerns in a revised tabled clause. See 3.04(c) below for further information. Employee representatives also advised that they would place the summary of outcomes to the SBU SharePoint. After the meeting, the parties confirmed that the second meeting of the remote area subcommittee is on Wednesday, 3 May 2023 at 3:30pm. 	respective sub- committees. IEU to upload summary document. IEU to schedule a Zoom invite for the participants to the Remote Area Sub- committee.
2.02	Minutes of the prev	vious meeting	
Gene	ral Comment	Employer representatives noted that all minutes of the previous meetings were confirmed between the parties and are up to date.	
(a)	Thursday, 21 February 2022	The parties advised that the minutes of 21 February were confirmed out of session and have been uploaded to the SBU SharePoint and the EB10 website.	
(b)	Tuesday, 16 March 2023	The parties advised that the minutes of 16 March 2023 were confirmed out of session and have been uploaded to the SBU SharePoint and the EB10 website.	
2.03 -	- Other Business		
Agen	da	• Employee representatives noted that they provided a draft agenda for this meeting which included provisions tabled in February, but were yet to be discussed at an SBU. The employer representatives had the limited number of matters for discussion. Employee representatives are concerned that there are a myriad matters in which there have not been discussion on, namely: pandemic leave; multiple contracts; teacher's hours of duty; NCCD; positions of leadership; part-time engagements; term-time employment; reproductive health leave.	
		• Employer representatives referred to the email forwarded on Tuesday, 18 April where they indicated that the employers have and will be working through the clauses and amendments tabled by the union to date. Employer representatives advised that they have prioritised the claims they will address and have considered their position regarding wages and related matters. Given the number of the union claims, if there are	

Agenda Item	Discussion	Action/Outcome
	 matters/clauses/amendments that the union have tabled, but may decide not to pursue, then identifying those will assist in efficient and timely finalisation of negotiations. Employer representatives requested that the IEU prioritise their claims for employers to consider further. Employee representatives noted the Good Faith Bargaining Principles and that the onus is on both parties to provide a response in good faith to the positions tabled. Employee representatives advised that the positions on the table reflected the concerns of employees and should be considered. Employer representatives advised they understand their bargaining obligations. 	
3.0 Matters for Respon	nse	
3.01 Various Matters		
(a) Employee Claim Item 1.8 (School Consultative Committee)	 Employer representatives stated that their response is in two parts – one for Diocesan employers and the second for RI/PJP employers. See below. Diocesan Employer Position Employer representatives discussed the clause as tabled. Employer representatives stated that for Diocesan employers their position would be to have a systemic approach to consultation about implementation of the agreement and workload issues. This avoids the duplication of meetings and work at around 250 schools as suggested by union. The elements of this clause are: flexibility in adopting appropriate consultation methods and consultation with the IEU about consultative processes to be adopted. Employee representatives also believe a Diocesan employer process would be unlikely to address workload/work intensification issues specific to school. Explicitly, the employer position would see the removal of the individual school consultation committee and deny employees the opportunity to raise issues at that level. Employee representatives stated that the employer position neither sanctions a determination for changes to be made at 	

Agenda Item	Discussion	Action/Outcome
	 RI/PJP Employer Position RIPJP employer representatives stated there is a difference between Diocesan employers having a system of many schools while RI/PJP are autonomous single site schools where employers have direct contact with school staff and often meet with union chapter representatives. There are also fewer student timetabled weeks. Accordingly, workload expectations are adjusted on a needs basis and teachers are often not timetabled contact time to the maximum outlined in the agreement. RIPJP employers seek to maintain the existing clause. Employee representatives advised that they would review and consider the employer responses. 	
(b) Employee Claim Item New (Right to disconnect)	 Employer representatives noted the tabled clause and have an alternate position for consideration and discussed the clause as tabled. The key elements of the tabled clause are: to specify an employee's right to disconnect outside of a designated 'span of hours' and not responding to work related electronic communications. protocols for the 'Right to Disconnect' which will include:	IEU to consider and respond.

Agenda Item	Discussion	Action/Outcome
	 the employer not taking disciplinary action where an employee exercises their right to disconnect. 	
	 exceptions in respect to employer communications about the agreement or other legal obligations. 	
	 Employee representatives noted the employer provision uploaded to the SBU SharePoint has taken into account further consideration of a matter. Employee representatives advised that their position is a balance of an employee's right to disconnect versus an employer's right to connect with employees. Employee representatives also stated that their position is about the respecting an employee's right to rest time, vacation periods, public holidays and privacy. 	
	 Employer representatives noted that 'school/employer' is interchangeable and that the employer in this context could delegate to the school. Employer representatives indicated that it was important to enable the employer/employee to communicate about any legal obligations and if on personal/carers leave to ask about any potential return to work requirements. 	
	 Employee representatives noted that, after reading the clause, the employer has 'flipped' the context of this clause from an employee' 'right to disconnect' to the employers 'right to connect' with employees. The protection to employees as a right not respond to an employer contact rather than creating expectations that managing employees would not occur at any time. 	
	• Employer representatives disagreed and stated the fundamentals sought by the union are in their view captured in the employer clause; however, it was inappropriate for a clause in an enterprise agreement to seek to restrict other people from sending communications at times that are suitable to them. For example, there may be a shift working parent who sends an email in the middle of the night following work – it is not about restricting when they send it, but about the right of when an employee can be expected to respond.	
	 Employee representatives stated that it should be a cultural reset on an employee's right to disconnect. Employee representatives are concerned about work-life balance of employees in schools. 	

Agenda Item	Discussion	Action/Outcome
	Employee representatives confirmed that they would respond to the employer tabled clause.	
(c) Employee Claim Item 3.2 (ASOC Structure and proposed wages)	 Employer representatives advised that they are open to transitioning to the new classification structure for School Officers. When questioned, employer representatives stated they do not agree to separate wage increases and the salary scale proposed by employee representatives. Employer representatives stated they will outline their wages offer as per agenda item 3.03(a), below. Employer representatives proposed the following transition to new classification structure during the life of the agreement: Level 2 and Level 3 Teacher Assistants (50% of school officers in system schools); and Instructional Services - Instrumental Music. Employee representatives noted the 'in principle agreement' to the new structure. They stated that they would give consideration to the transitioning of these two cohorts of employees. Employee representatives also flagged that there were other employment categories that should be included for this first tranche. Employer representatives electronically tabled two position descriptions in respect to instrumental music instructors. Employee representatives advised that they have position descriptions for School Officer - Manager (Small Schools); School Officer - Reception; PA to the Principal; and IMT. Employee representatives advised that these position descriptions will be uploaded to the SBU SharePoint next week. Employer representatives advised that one of the challenges is the need to develop position descriptions in a consultative way. An employer representatives noted that this must occur for employees and employers to feel comfortable with transitioning transparently to the new structure. Employer representatives queried the reason for the rejection of the wages proposal. Employer representatives indicated that it is their position to not implement a new salary structure for School Officers - see wages position below	IEU to consider and respond.

Agen	ıda Item	Discussion	Action/Outcome
(d)	Employee Claim Item 1.6 (Range of Duties of Support Staff)	 Employer representatives do not agree to the inclusion of data collation and record keeping/taking. Employer representatives are open to reformatting existing sub-clause one. It is employer representatives' view that data collation and record keeping/taking is provided for in employee position descriptions developed by the parties and that is where the range of potentially required duties to be performed by a role should be included. Outlining duties to be performed in an enterprise agreement as suggested by the union is unnecessary and separate to the issue of managing workload. Employee representatives restated that employees in schools are seeking meaningful 	
		interventions into workload across schools and mechanisms in the proposed agreement to assist in addressing workload/work intensification in schools.	
(e)	Employee Claim Item 2.5 (Highly Accomplished and Lead Teacher)	 Employee representatives advised that they are withdrawing their position in relation to the five year work experience requirement to access Highly Accomplished and Lead Teacher (HALT). Employer representatives noted the change in employee representatives position and advised that they are open to supporting HALT applicants but do not support the inclusion of the provision around the employer engaging with the IEUA regarding the development and presentation at seminars about the HALT certification process. It is employer representatives' view that the development and presenting at seminars is something dealt with outside of an Agreement. Further, employer representatives are considering their position about the inclusion of the support mechanisms in the Agreement. 	
(f)	Employer Claim Item 7.2 (Long Service Leave)	• Employer representatives noted the employee tabled clause and stated that the clause about part-time and casual arrangements for LSL is referred to the Technical/Drafting subcommittee. The employer considered employee representatives comments from a previous meeting and amended their position for the direction to now take place after eight years of service. Employer representatives discussed a revised clause as tabled .	 Part-time and casual LSL arrangements referred to Technical/Drafting Sub- Committee.
		 Employer representatives do not agree to the inclusion of the reference to 'excessive leave.' Employee representatives reiterated that the Fair Work Commission Full Bench (FWCFB) decision on 'Annual Leave' in respect to the definition of 'excessive leave.' In this decision, the definition of excessive leave is double the period of the standard accrual. If the same 	• Employee representatives to consider and respond.

Ager	nda Item	Discussion	Action/Outcome
		principle applied to long service leave, then the definition of 'excessive' would be double the period of the standard accrual.	
		• Employer representatives questioned the relevance of the reference to the FWCFB given the entitlements for long service leave are outlined in the Queensland industrial relations legislation, which allows an employer to direct an employee to take long service leave entitlements without any reference to "excessive leave".	
(g)	Employer Claim Item 7.3 (Personal/Carer's Leave)	 Employee representatives advised that they uploaded their response to personal/carer's leave to the SBU SharePoint prior to this meeting. Employer representatives noted this tabled clause and have an alternate position which takes account of employee concerns and their tabled clause. Employer representatives discussed the clause as tabled. Employee representatives noted the revised clause and will consider and respond. However, employee representatives remain concerned about the inclusion of 'frequency of absences' as this is undefined. 	IEU to compare the two clauses and provide a response. This response may be provided out of session to employer representatives.
(h)	Employer Claim Item 3.3 (Junior Rates)	 Employer representatives advised that they considered employee representatives response at a previous meeting and are tabling a revised clause regarding this matter. Employer representatives discussed the revised clause as tabled. The revised employer representatives position has the following key elements: separate subclauses for school officers and services staff. school officers have the same percentage and age cut offs as services staff. school officer junior rates the percentage of the adult rate applies to Level 1 and Level 2 for each of the age cut offs – first 2 classification levels. services staff junior rates the percentage of the adult rate applies to Level 0 and Level 1 for each of the age cut offs (same as existing provisions – first 2 classification levels). 	IEU to consider and respond to the revised tabled clause
(i)	Employer Claim Item 5.1 (Part-Time Teachers)	• Employee representatives stated that they have considered the unintended consequences of the employer proposed clause. Employee representatives noted that they are not rejecting the employer position, but advised that it is improbable for job share to be at 0.9FTE as most employers have job share arrangements at 0.7FTE/0.3FTE, 0.4FTE/0.6FTE or 0.5FTE/0.5FTE. A 0.9 FTE is 4.5 days per week and if an employee is working additional hours, they would only be available for half a day under this arrangement. Employee	Employer representatives to consider practicalities of including job share with part time.

Agen	da Item	Discussion	Action/Outcome
		 representatives are concerned about the practicalities of the clause and encourage employer representatives to reconsider their position. Employee representatives also noted the inconsistencies between 1.1.5 and 1.1.9 of the employer tabled clause from SBU3. Employee representatives also noted the administrative burden that would be involved with casual payments. Employer representatives agreed that 0.9FTE job share is improbable and noted the potential administrative burden of the option of paying additional hours to part-time teachers at the casual rate. Employer representatives stated that some employees have requested payment at casual rates for any additional hours worked as a part-time employee. Employee representatives advised that they would give consideration to casual payments for additional hours worked as a part-time employee. 	Employee representatives to consider casual payments.
(j)	Employer Claim item Schedule 2, Item 2 (Dispute Resolution Process (DRP))	• Employee representatives advised that employees in schools have expressed their alarm on the removal of 'any industrial matter.' It is employee representatives' position that 'any industrial matter,' is retained in the dispute resolution clause. Employee representatives also advised that there are a range of items, which can be resolved through the assistance of a third party to resolve an industrial matter.	
3.02	Workload/Work Int	ensification	
(a)	Claim ltem New (Workload/Work Intensification)	Employer representatives stated that their response in 3.01(a) also responds to this item.	
3.03	Employment Categ	ories and Classifications	
(a)	Claim Item 2.6 (Teacher Classification, Recognition of Experience, and PTT)	• Employee representatives discussed the clause as tabled . Employee representatives noted that to date the parties have been discussing 'years of study.' Employee representatives advised that after stakeholder consultation it became obvious that a program length could extend to 7 or 8 years. Employee representatives had then turned to using unit points of a degree and have made appropriate amendments to clause 7.1.7 (a). Employer representatives noted different units of study may be treated differently in some university courses. Employee representatives are open to discussing this matter further with employer representatives.	Employer representatives to review cl. 7.1.7 (a) and (b); and cl. 7.5.1.

Agend	da Item	Discussion	Action/Outcome
		 Employer representatives queried that the clause may not cover PPT who are not undertaking an education course. Employee representatives believed the clause caters for this category of PTT even though not specifically referenced. Employee representatives also have considered the employer representatives concerns 	
		regarding recognition of overseas experience. Employee representatives advised that this amendment is at clause 7.5.1 tabled for employer consideration and sets out the parameters as: "All teaching employment overseas including continuing (full-time and part-time), fixed term (full-time and part-time) and casual in a recognised early childhood, primary or secondary school (aged 4 to 18 years) will be counted as teaching service for the purposes of this clause". Employee representatives confirmed that overseas early childhood service would be recognised for secondary teaching employment as happens currently for service in Queensland schools.	
		• In addition, employee representatives also noted the amendment at clause 7.1.7 (b) for recognition of qualifications as per clause 7.7 of the Agreement.	
3.04	Wages and Related	Matters	
(a)	Claim item 2.1 (Wage Increases and Cost of Living Adjustment (COLA) Payment)	• Employer representatives noted that they have two separate clauses – one for wages and the other for the cost of living adjustment (COLA) payment. Employer representatives stated that the offer is in the context of the challenges relating to the pandemic, global economic uncertainty, and inflationary pressures on employees. There are also budget implications for governments, employers (inflation and rising costs of running schools) and parents who pay school fees. The offer is also about attraction and retention of employees and this is a challenge across all sectors in all states. The wages and COLA offer is in the context of the current specific circumstances and there is no ambit in the offer. The offer is the employers commitment to finalising these negotiations by 30/6/23 as protracted negotiations will only impact on the operative date for wage increases. Employers have been clear about this to the unions and employees since November 2022. Wage Increases	IEU to review and respond
		 Employer representatives discussed the clause as tabled. The wage offer is: 	
		o 2023 – 4%	
		o 2024 – 3%	

Agenda Item	Discussion	Action/Outcome
	o 2025 – Education Queensland headline % increase for teachers.	
	 Employer representatives rejected the COLA payment as an allowance as suggested by the union due to the administrative burden, but have an alternate position for employee representatives consideration. 	
	• Employer representatives referred the proportion of salary clause to the technical/drafting sub-committee.	
	Cost of Living Adjustment (COLA) Payment	
	 Employer representatives discussed the clause as tabled and stated that the clause is broadly based off Education Queensland's clause. The key elements of the employer proposal are: 	
	 COLA payment capped at 3% where inflation is higher than the Agreement % increases and paid as a lump sum payment each year of the EA; 	
	 The first COLA payment applies from the first full pay period on or after the operative date of the agreement; 	
	 casual eligibility for COLA payment will be the same as one-off lump sum payment in EB9; 	
	 the COLA payment does not form part of an employee's base rate of pay. 	
	 Employee representatives acknowledged the employer representatives position on the COLA payment. Employee representatives stated that they would review the calculation and advised that the EQ COLA payment had a fourteen page manual to assist with the determination of an employee's eligibility. Employer representatives stated the clause tabled is the document that provides the detail of the entitlement. 	
	 Employee representatives are concerned about the 'near misses' regarding eligibility that could occur under the employer proposal. Employer representatives stated there always has to be a line drawn in the sand for entitlements. 	
(b) Superannuati	Employer representatives discussed the clause as tabled . The key elements of the proposal are set out below.	
	 Superannuation will be paid into an employee chosen complying superannuation fund, stapled funds, or default funds including Uni Super and NGS. 	

Agenda Item		Discussion	Action/Outcome	
		 12.75% payment into all employees superannuation. Additional employee contributions are voluntary. The 12.75% employer contribution into superannuation will apply from the first full pay period after the operative date of the Agreement. 		
(c)	Claim Item 2.2 and 2.3 (ITAS/IPRASS	 Employer representatives discussed the clause as tabled. Employer representatives referred this clause to the Remote Area sub-committee for further discussion. Employer representatives advised that Anne Parker from QCEC will be attending the next sub-committee meeting and have provided employee representatives with Anne's contact details. Employee representatives agreed to the referral of this clause to the remote area sub-committee for further discussion. Employee representatives suggested that the date/time for the next meeting is confirmed out of session and identified in these minutes. 	Referred to Remote Area Sub-Committee for further discussion. IEU to provide suggested dates to Remote Area Sub- Committee for consideration.	
3.05	- Leave entitlements	and related matters		
(a)	Claim Item 2.10/Employer Claim Item 7.1 (Family Friendly Provisions, including Parental Leave)	 Employee representatives discussed the clause as tabled. The tabled clause is in two parts: employee claims (no changes to employee claims); and response to the employer position in an earlier meeting in relation to paid parental leave (PPL). Employee representatives advised that they were in agreement with the employer proposed changes subject to the identified changes, except the definition of 'full-pay' for subsequent periods of parental leave. Employee representatives requested that employers give consideration to those amendments and the definition of 'full-pay' for subsequent periods of parental leave. 	Employer to consider and respond.	
3.06	- Application of Agree	ement		
(a)	Employer claim item 2 (Coverage)	• Employee representatives explored the issue of instructional services – sports coaches. Employee representatives' position is that instructional services – sports coaches who are engaged as a stand-alone sports coach will not be covered by the agreements; however, current employees who are engaged as a sports coach are covered by the agreement and should receive collective agreement entitlements like superannuation.	IEU to re-draft coverage clause.	

	Discussion	Action/Outcome
	• Employer representatives advised that RI/PJP schools have different arrangements that are separate to the Agreement and coverage is determined by nature of engagement, which could be volunteer, employee or independent contractor. Employee representatives are not seeking to include the payment amounts, but recognise any payments made for the purpose of agreement entitlements.	
	• Employer representatives invited employee representatives to provide a clause in relation to their position.	
eting		
Agenda	The parties will confirm the agenda for the next meeting out of session.	The parties to prepare the agenda for the next meeting.
ting Date	Thursday, 11 May 2023 9.30am Venue: ACU Leadership Centre	IEU to chair the next meeting.
	Agenda	separate to the Agreement and coverage is determined by nature of engagement, which could be volunteer, employee or independent contractor. Employee representatives are not seeking to include the payment amounts, but recognise any payments made for the purpose of agreement entitlements. • Employer representatives invited employee representatives to provide a clause in relation to their position. eting Agenda • The parties will confirm the agenda for the next meeting out of session.

ATTACHMENT 1 – Agenda Item 1(a)

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
		Mark Rieken (MRi), Secondary Teacher
		Ian Hughes (IH), School Officer
		Joanne Ikin (JI), Secondary Teacher
		Sarah Latham (SL), Primary 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:	

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

Sub-Committee Participants

Sub-Committee	Participants	
Remote Area	Employee Representatives:	 Nicole Kapernick (NK), Assistant Secretary Monique Roosen (MRo), Industrial Services Officer Nigel Mitchell (NM), Secondary Teacher
	Employer Representatives:	 Anne Parker, Senior Workplace Relations Adviser, QCEC 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:	 Paul Giles (PG), Assistant Secretary/Treasurer John Spriggs (JS), Senior Industrial Officer Monique Roosen (MRo), Industrial Services Officer
	Employer Representatives:	 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