



**CATHOLIC  
EDUCATION  
ENTERPRISE  
BARGAINING**

## EB10 SBU Meeting #6 – Thursday, 11 May 2023

Agenda Item	Discussion	Action/Outcome
<b>1.00 Welcome</b>		
(a) Attendances / Apologies	<ul style="list-style-type: none"> <li>Attendances/Apologies are in <b>Attachment 1</b> to these Minutes.</li> <li>The term ‘the parties’ means employer and employee representatives.</li> </ul>	See <b>Attachment 1</b> .
(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"> <li>Morning tea – 11am</li> <li>Lunch – 1pm</li> </ul>	
<b>2.00 General Business</b>		
<b>2.01 Procedural Matters</b>		
(a) Scope/Industrial Context	<ul style="list-style-type: none"> <li>Employee representatives:               <ul style="list-style-type: none"> <li>prefer to negotiate for separate Enterprise Agreements (EAs) with each employer (currently there are twenty-two employers);</li> <li>acknowledged NERRs distributed by employers limited coverage, which, is not accepted and reserve their right to negotiate on scope pursuant to the “Stuartholme” decision (<a href="#">[2010] FWAFB 1714</a>);</li> </ul> </li> </ul>	

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	<ul style="list-style-type: none"> <li>○ reserved rights that may arise from the foreshadowed legislative amendments.</li> <li>• Employer representatives: <ul style="list-style-type: none"> <li>○ confirmed that they had consulted with employee representatives about the content of the NERRs prior to distribution; and</li> <li>○ queried the IEU-QNT's approach given the ACTU's view on multi-employer bargaining.</li> </ul> </li> <li>• Employee representatives stated they will pursue any legislative vehicle that will maximise their capacity to represent employees.</li> </ul>	
(b) (i) Technical and Drafting Sub-Committee Report	<ul style="list-style-type: none"> <li>• The parties met on Monday, 8 May 2023 to discuss the technical/drafting matters.</li> <li>• Employee representatives reported on the status of the outcome of the meeting. The matters discussed were: redundancy, casual teachers, long service leave, domestic violence leave, Guidance Counsellors, Positions of Middle Leadership, broken shifts, sleep overs, children's services employees, vehicle allowance from the remote area schedule. They advised that the parties have a range of matters to respond to out of this meeting.</li> <li>• A further meeting is to be confirmed between the parties out of session.</li> </ul>	IEU to upload status of sub-committee deliberations to the SBU SharePoint.
(b) (ii) Remote Area Sub-Committee Report	<ul style="list-style-type: none"> <li>• The remote area sub-committee met on Wednesday, 3 May 2023 to discuss the employer tabled clause. <ul style="list-style-type: none"> <li>○ Employee representatives reported on the outcomes of this meeting as follows: <ul style="list-style-type: none"> <li>○ Most matters, except some, were agreed between the parties.</li> <li>○ It was agreed that after the meeting that the document would reflect the outcome of this meeting.</li> <li>○ For ease of reading, where agreement has been reached, the text has been changed to normal font, with outstanding matters remaining marked-up.</li> </ul> </li> </ul> </li> <li>• The parties referred the vehicle allowance clause from Schedule 5 to the technical/drafting sub-committee for further discussion regarding its location and interaction with the undertakings in the current agreement.</li> <li>• Employee representatives prepared the revised schedules for RI and Diocesan employers and advised that these schedules have been provided to the sub-committee and uploaded to the collaboration section of the SBU SharePoint.</li> <li>• Employee representatives recommend that this sub-committee schedule a further meeting to resolve the outstanding matters. Further, employee representatives advised that where a matter cannot be resolved at the sub-committee it would be referred to the SBU.</li> </ul>	<ul style="list-style-type: none"> <li>• See <b>Attachment 2</b> for participants to the respective sub-committees.</li> <li>• IEU to schedule a Zoom invite for the participants to the Remote Area Sub-committee.</li> </ul>

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	<ul style="list-style-type: none"> <li>The parties will confirm the next meeting date out of session.</li> </ul>	
<b>2.02 Minutes of the previous meeting</b>		
General Comment	Employer representatives raised concerns about the contents of the draft minutes from SBU#6 that should not have been included given commentary by employee representatives in 2 previous SBU meetings.	
(a) Minutes of Thursday, 20 April 2023	<ul style="list-style-type: none"> <li>Employee representatives confirmed that the minutes of the Thursday, April 20 have been confirmed between the parties.</li> </ul>	
<b>2.03 - Other Business</b>		
	There was no other business for this meeting as they were dealt with in the Agenda.	
<b>3.0 Matters for Response</b>		
<b>3.01 Workload and Work Intensification</b>		
(a) Employee Claim Items 1.1 to 1.5 and 1.9 (Teachers Hours of Duty)	<ul style="list-style-type: none"> <li>Employer representatives stated that they were open to looking at definitions of types of school, location of meal breaks clause, consistency of language, and formatting in the technical/drafting sub-committee.</li> <li>The employer response to the employee tabled clause is provided below. <ul style="list-style-type: none"> <li>Employer representatives stated that clause 3.X.1 is to be retained in the part-time teachers clause.</li> <li>Employer representatives stated that clause S3.2.2 is to be retained as per the existing clause.</li> <li>Employer representatives are not in a position to provide a reduction of contact time due to the significant financial offer, superannuation and COLP. They also noted the Diocesan employers have committed to consultative mechanisms about workload and RI employers will continue to consider workload issues. Also noted that the issue of workload is across all sectors nationwide and the Federal Government has committed funds to look at the issue as an outcome from the Federal budget.</li> <li>Employer representatives noted the employee tabled clause in respect to composite classes and have an alternate position regarding this matter. Employer representatives discussed the clause <b>as tabled</b>, noting that one size does not fit all and the employer</li> </ul> </li> </ul>	

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	<p>requires flexibility to provide mechanisms of support for teachers with composite classes. Mechanisms may include reduction of contact time, additional PPCT or other options.</p> <ul style="list-style-type: none"> <li>○ Employer representatives proposed an alternate for minimum blocks of PPCT, which will be provided as blocks of 30 minutes (including BCE) unless there are emergent circumstances.</li> <li>○ Employer representatives noted the importance of collaborative planning, but do not agree to the additional collaborative planning days. Employer representatives advised that they have other arrangements in place to support collaborative planning. RI schools have additional pupil free days and Diocesan employers can consider this as part of consultation mechanisms. Their preference is to retain flexibility in how this can be provided rather than employee representatives' approach.</li> <li>○ Employer representatives oppose the inclusion of 'directed' in clause S3.2.7, reference to movement between classes, and parameters for accessing professional development during staff meetings, and new initiatives as there could be a range of initiatives, some of which may be to reduce workload.</li> <li>○ Employer representatives stated that they reject employee representatives' proposed clause S3.4.2 as this is covered by current clause 3.4.1 (c).</li> <li>○ Employer representatives do not agree to the separation of the dispute provision in S3.6 and must be retained in the existing vacation leave clause.</li> <li>● Employee representatives initial response to the employer position is provided below. <ul style="list-style-type: none"> <li>○ Employee representatives have not formed a specific view in respect to the employer proposal on minimum blocks of PPCT; however, they note it's a significant change for employers other than BCE.</li> <li>○ Employee representatives noted the double hurdle provided in the composite classes clause tabled by employer representatives. Whilst employee representatives are not agreeing to the clause, they provided some suggested words which might address the concern about the double hurdle. Employer representatives stated that they would consider wording that employee representatives may wish to propose.</li> </ul> </li> </ul>	

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	<ul style="list-style-type: none"> <li>○ Employee representatives noted the employer rejection of the insertion of 'directed' in clause S3.2.7 and advised that the word 'directed' provides clarity on what is being directed by employers.</li> </ul>	
(b) Employee Claim Item 1.6 (Range of Duties of Support Staff)	<ul style="list-style-type: none"> <li>• Employee representatives advised that they are maintaining their position as tabled in a previous meeting. They specifically advised that it makes clear what a principal can determine at the local level. Further, they noted that the lack of clarity that currently exists means school officers and principals may not be alert to the possibility of undertaking those tasks.</li> <li>• An employer representatives referred to the barriers to school officers accessing the relevant software, but noted that 'permissions' may be changed on employer determination.</li> <li>• Employer representatives' position, as per previous meetings, is that this can be, and is, addressed in position descriptions.</li> <li>• An employer representative advised that the Agreements do not preclude the matters raised by employee representatives.</li> <li>• Employee representatives' position reflects practices in schools and that it is about managing workload and work intensification.</li> </ul>	
(c) Employee Claim Item 1.8 (School Consultative Committee)	<ul style="list-style-type: none"> <li>• Employee representatives noted the RI position from the previous meeting to maintain the Enterprise Bargaining Consultative Committee (EBCC); however, they are advocating for the inclusion of workload and work intensification.</li> <li>• Employee representatives have considered the Diocesan employer position and have an alternate proposal in respect to this item. Employee representatives discussed the clause <b>as tabled</b>. Employee representatives advised that: <ul style="list-style-type: none"> <li>○ they do not accept the deletion of the SCC and that they maintain their existing claim;</li> <li>○ the existing claim retains a reference to the standing agenda item on work load/work intensification; and</li> <li>○ there is a complementary position of a peak Diocesan Consultative Committee which is a shared responsibility between employer and employee representatives.</li> </ul> </li> </ul>	
(d) Employee Claim Item New	<ul style="list-style-type: none"> <li>• Employee representatives advised that they are maintaining their existing claim in respect to this item.</li> </ul>	

Agenda Item	Discussion	Action/Outcome
(Workload/Work Intensification)		
(e) Employee Claim Item New (Right to Disconnect)	<ul style="list-style-type: none"> <li>• Employee representatives noted the positive discussions in relation to the right to disconnect. They advised that they have considered the employer tabled clause and have an alternate position for consideration.</li> <li>• Employee representatives discussed the clause <b>as tabled</b>. Employee representatives stated that: <ul style="list-style-type: none"> <li>○ they are prepared to see X.1 (reference to psychosocial hazards) removed;</li> <li>○ they found the employer exclusions problematic and seek to retain explicit reference to part-time teachers at the new X.1;</li> <li>○ they accept/reject some of the employer alterations at clause X.2 and an 'agreed span of hours' must be retained at and set by the local school, similar to Twilights;</li> <li>○ they accept the deletion of the word 'other' at X.3;</li> <li>○ at clauses X.4 and X.5 to refer to "employer/school";</li> <li>○ they see merit in the development of protocols at X.4, but do not agree to the list of items for the 'right to connect' as this is covered by X.7.</li> <li>○ they accept the changes as amended at X.6;</li> <li>○ they reject the deletion of old X.8/new X.7; however, saw merit in including 'critical incidents'; and</li> <li>○ they saw merit in the inclusion at the new X.8 in respect to an employee's obligation to notify their absence to the employer.</li> </ul> </li> <li>• Employer representatives queried removal of 'otherwise communicate' in X.8, which is important element of the employer representatives' position tabled in SBU 5. Employee representatives to consider and respond to the re-inclusion of 'communication.</li> </ul>	Employee representatives to consider the inclusion of "communicate".
(f) Employee Claim Items 1.10 (NCCD)	<ul style="list-style-type: none"> <li>• Employer representatives noted the employee position tabled at a previous meeting and stated that they have an alternate proposal for consideration. Employer representatives discussed the clause <b>as tabled</b>. The key elements of the employer tabled clause are: <ul style="list-style-type: none"> <li>○ consistency of language and more succinct;</li> <li>○ summary of employee claim at 10.1.4(b);</li> <li>○ deletion of double up of words, 10.1.4(a) as covered in 10.1.5, and "other policies and procedures".</li> </ul> </li> </ul>	Employee representatives to consider and respond

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(g) Employee Claim Items 3.5 and 3.8 (Positions of Leadership)	<ul style="list-style-type: none"> <li>• Employer representatives response to the employee tabled claim is provided below.               <ul style="list-style-type: none"> <li>○ Protection of Positions of Leadership release time is rejected as their preference is to maintain flexibility in how they provide release time.</li> <li>○ Additional Release time for Senior Leaders in Table 1 is rejected as it will impact on the employers’ ability to give flexibility in the provision of release time.</li> <li>○ Employer representatives do not agree to the additional positions claimed for in Table 1.</li> <li>○ Employer representatives do not agree to the amendments to clause S2.9.3.</li> <li>○ Employer representatives do not agree to provide additional release time claimed in Table 2 for Senior Leaders as discussions occur and prefer to have flexibility to be able to offer additional release time at peak times during the year.</li> <li>○ Employer representatives do not agree to the salary adjustments to the proposed salaries for Senior Leaders.</li> </ul> </li> </ul>	Employee representatives to consider and respond
(h) Employee Claim Item 3.6 (Other Leadership – P to 6 or P to 6 in P to 12 Schools)	<ul style="list-style-type: none"> <li>• Employer representatives stated that they do not agree to this claim item as they prefer to retain flexibility to provide roles with relevant employees in relation to positions of leadership in primary schools.</li> <li>• Employee representatives noted the messiness of the positions in schools and stated that the clause tabled in a previous meeting provided flexibility and recognition with a set of minimum standards that most employers are currently offering to employees.</li> <li>• Employer representatives stated that they would consider and respond to this matter.</li> </ul>	Employer to consider and respond
<b>3.02 Employment categories and Classifications</b>		
(a) Employee Claim Item 2.6 (Teacher Classification, Recognition of Experience, and PTT)	<p><u>Recognition of Overseas Experience</u></p> <ul style="list-style-type: none"> <li>• Employer representatives advised that they considered the revised claim and have a differing view on how overseas recognition may be provided for in the Agreement. Further, some of the drafting/formatting of these provisions can be referred to the technical/drafting sub-committee.</li> <li>• Employer representatives discussed the clause <b>as tabled</b>. A key element of the employer proposal was to amend the “years of service” definition.</li> <li>• Employee representatives queried the recognition of service requirements for a school where they are not a registered school with the relevant overseas jurisdiction, but provide</li> </ul>	Employee representatives to consider and respond

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	<p>education to students. For example, a migrant school in China which is not financially or operationally supported by the local authority. Employer representatives stated that in this circumstance that an employee's service would not be recognised by the employer - there needs to be clarity for an Agreement obligation, but on a case by case basis, the employer may use their discretion to recognise such service.</p> <p><u>Graduate to Proficient progression</u></p> <ul style="list-style-type: none"> <li>• Employer representatives agree to the removal of the barrier to progression from Graduate to Proficient in the relevant clauses in the Agreement.</li> </ul> <p><u>Permission to Teach (PTT)</u></p> <ul style="list-style-type: none"> <li>• Employer representatives' position is to have a similar provision as Education Queensland given the difficulties agreeing on what would be used for classifying a PTT at Step 1 or Step 2.</li> <li>• Employer representatives stated that employees would not progress beyond Step 1 or Step 2 and that there would be no incremental progression between the two steps. However, it is at the employer's discretion if an employee classified at Step 1 would progress to Step 2.</li> </ul> <p><u>Other matters</u></p> <ul style="list-style-type: none"> <li>• Employer representatives propose to delete the review provisions at clause 7.1.9 as covered by the dispute resolution clause.</li> <li>• Employer representatives referred clause 7.5 to the technical/drafting sub-committee.</li> <li>• Employee representatives to review clause 7.6 in respect to the recognition of teacher qualifications.</li> </ul>	
Morning Tea – 11am to 11:30am		
(b) Employee Claim Item 2.5 (Highly Accomplished and Lead Teacher (HALT))	<ul style="list-style-type: none"> <li>• Employer representatives stated that: <ul style="list-style-type: none"> <li>○ engagement with employee representatives can occur outside of the Agreement between the parties;</li> <li>○ other support mechanisms like seminars are provided by employers on the QCEC website, information sessions, including other employer supports.</li> </ul> </li> <li>• Employer representatives reject the additional provisions in the Agreement as there is information material that refers to support that school leaders can provide.</li> </ul>	



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	<ul style="list-style-type: none"> <li>• Employer representatives noted that the payments for HALT would align with Education Queensland.</li> <li>• Employer representatives agree to the non-duplication of HALT clauses and referred this to the technical/drafting sub-committee.</li> <li>• Employee representatives stated that the employer position may be well considered, but the take-up rates for HALT are poor across the Catholic Sector and recommends that a joint promotion of HALT would be of assistance in increasing the take-up rates of HALT. They also stated that they are prepared to work with the employer in respect to this matter. Employer representatives queried that employee representatives could be promoting the material that currently exists in their journal.</li> <li>• An employee representative advised that the reasons why there is a low take up rate for HALT is that the application process is onerous and given the workload/work of teachers in schools. Employer representatives advised that this is set by certifying authorities and that the QCT and AITSL, along with other jurisdictions are in the process of reviewing the application process, which may address the onerous nature of the application process.</li> <li>• Employer representatives noted that there is nothing preventing a Principal at the local level from supporting an employee who is making a HALT application.</li> <li>• Employee representatives advised that they offer free professional development in respect to the certification process.</li> </ul>	
<p>(c) Employee Claim Item 3.2 (Alternative School Officer – Classification Structure, including wages)</p>	<p><u>Alternative School Officer Classification (ASOC) Structure</u></p> <ul style="list-style-type: none"> <li>• Employee representatives note the employer representatives implementation of the ASOC structure; however there are several concerns relating to an employer position on a transition over the life of the agreement as there is no timetable and no sequencing of other cohorts of school officers.</li> <li>• Employee representatives stated that it is unacceptable that there is no consideration of the timetable and sequencing; however, they are open to discussing this further with employer representatives. The onus is on the employer to articulate the timetable and sequencing which accounts for what is deliverable by the employer.</li> </ul> <p><u>Wage Rates</u></p> <ul style="list-style-type: none"> <li>• Employer representatives confirmed that the wages are a straight level for level transition.</li> </ul>	<p>Employee representatives to respond to the timeframes and cohorts for implementation by the start of 2024/1 July 2024.</p> <p>Employee representatives to write to employer’s regarding their position on ASOC Wages and work value.</p>

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	<ul style="list-style-type: none"> <li>• Employee representatives stated that the fundamental principles of a wage scale are based on work value which in turn goes to the nature of the work, skills and responsibility required or the conditions under which work is performed. Where the work value is amended, then a new wage structure must then sit alongside the new classification. Employee representatives referred to Industrial Tribunal decisions in respect to work value. Employee representatives stated that there are evident differences in work value descriptors, including Level 3 and above. Employee representatives also stated that there must consistency of wage increments across and within levels in a work value assessment.</li> <li>• An employer representative stated that employers determine the roles of school officers in schools based on the requirements of the role.</li> <li>• Employee representatives stated that because there is a new classification in place, then industrial precedents points to the necessity of looking at the work value of each level and consider whether the rates meet the work value for the new structure. Employee representatives are open to consideration of a transition to new rates. It is employee representatives' view that the rates need to meet the work value for the new structure.</li> <li>• Employer representatives stated that they do not agree to employee representatives definition of work value. Employer representatives also stated that they have made a significant commitment to wages for this agreement applying to all employees which is fair and reasonable. Employer representatives advised that employee representatives' wage proposal includes up to a 10% increase for Level 3 even before employer offer for wages, COLP and superannuation apply, which already amounts to 8.75% for 2023 - this is unsustainable.</li> <li>• Employee representatives noted the employer statements; however, stated that the nature of employee work in schools, at a variety of levels, must then be classified according to ASOC, with appropriate wage structure. They also noted that there must be a relationship between the work value descriptors in the ASOC structure and wages.</li> <li>• Employer representatives noted the explanation as to how employee representatives developed its wage scale claim from previous SBU meeting and questioned the approach.</li> <li>• Employee representatives reiterated the industrial principles underpinning the development of a new wage structure which was proposed. Employee representatives restated a preparedness to collaborate with employers in the development of a wage scale and transition arrangements.</li> </ul>	<p>Employer to consider and respond to transition to ASOC wages and work value.</p>

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	<ul style="list-style-type: none"> <li>• Employee representatives requested that employers revisit the wage scale in respect to the work value of the new classification structure. Employer representatives stated that they have been provided with instructions regarding ASOC wages. Employee representatives stated that they would confirm their position in writing, as requested by the employer representatives, to the employer subsequent to this meeting.</li> </ul> <p><u>Transitional Arrangements</u></p> <ul style="list-style-type: none"> <li>• Employer representatives proposed the following timeframes for transition of categories of employees: <ul style="list-style-type: none"> <li>○ Instrumental Music Instructors from start of 2024 given the high turnover in these roles; and</li> <li>○ Levels 2 and 3 Classroom Support from 1 July 2024 to allow time for principals to review the existing roles and assign the levels consistent with ASOC classification.</li> </ul> <p>Employer representatives stated that they want to work collaboratively with employee representatives to transition the other cohorts of school officers.</p> </li> <li>• An employee representative queried how long will school officers have to wait given that it was now seven years since a review of a classification structure and appropriate classification in that structure was an undertaking of employees. Employer representatives advised that they want to do this properly and that will take the time it takes. Employer representatives stated that 50% of School Officers will be transitioned in the first tranche, with an aim to do remainder within the life of the Agreement.</li> <li>• Employee representatives advised that they have consistently worked on position descriptions which have been prepared and proposed to employers. Employer representatives stated that they have different views from employee representatives in respect to the position descriptions that have been developed; however, they will continue to work with employee representatives on ASOC.</li> <li>• Employer representatives have requested that employee representatives respond to the cohorts of school officers that will be implemented by start of 2024 and July 2024 (classroom support Levels 2 and 3; and instrumental music).</li> </ul>	
(d) Employee Claim Items 2.9 and 3.3 & Employer Claim	<p><u>Part-Time School Officers and Services Staff</u></p> <ul style="list-style-type: none"> <li>• Employer representatives discussed the clause <b>as tabled</b>. Specifically, employer representatives have agreed to a minimum engagement period of two continuous hours</li> </ul>	

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Item 5.1 (Part time Engagement of School Officers and Teachers)	<p>for part time school officers and services staff; and the circumstances in which the two continuous hours will be satisfied.</p> <p><u>Part-Time Teachers</u></p> <ul style="list-style-type: none"> <li>Employee representatives discussed the clause <b>as tabled</b>. Employer representatives queried, given employee representatives concern, if similar words should be replicated at clause 1.1.5.</li> <li>Employer representatives noted that their response to the minimum engagement period for part-time teachers will be provided in a separate paper.</li> </ul>	
(e) Employee Claim Item 3.4 (Term Time Employment)	<ul style="list-style-type: none"> <li>Employer representatives rejected this claim.</li> </ul>	
(f) Employer Claim Item 8 (Multiple contracts)	<ul style="list-style-type: none"> <li>Employer representatives discussed the revised clause <b>as tabled</b>. They stated that there is clarification of the maximum number of hours that may be worked under a multiple contract of employment; and clarifying that 'resident teachers' are not to be covered by the proposal.</li> </ul>	Employee representatives to consider and respond.
<b>3.03 Wages and Related Matters</b>		
(a) Employee Claim Item 2.1 (Wage increases and Cost of Living Payment)	<ul style="list-style-type: none"> <li>Employee representatives stated that while the employer offer is broadly the public sector outcome, with differences in the terminology, it does not account for working with another Catholic employer, excludes clause 6.3 of the Education Queensland Certified Agreement, and disadvantages to casual/relief because they are required to work 100 days and one of those days within the preceding 3 months, and fixed-term employees who conclude their employment at the end of Term 2. Further, employee representatives note the positive inclusion of the positions of leadership allowance and casual loading for the purpose of calculating an employee's base rate of pay.</li> <li>Employee representatives also noted the difference between three months and 12 weeks.</li> <li>Employer representatives advised that eligibility is where an employee is employed by the relevant Catholic employer and for the period with that employer.</li> <li>Employer representatives also advised for the purposes of the COLP they would not include the 1 May 2023 increase for employees other than teachers in the calculation of the lump sum payment for the 22/23 year calculation due to administrative complications, but would</li> </ul>	Employee representatives to respond to the revised tabled COLP clause.

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	<p>include 1 May increases for subsequent years, which is in excess of the Queensland Education Department (QED) arrangements. Employer representatives will table a clause out of session.</p> <ul style="list-style-type: none"> <li>Employee representatives reserves their position in respect to this matter.</li> </ul>	
(b) Employee Claim Item 2.4 (Superannuation)	<ul style="list-style-type: none"> <li>Employee representatives discussed the revised clause <b>as tabled</b>. Employee representatives' position is to bring forward the Federal Government's announcement to 1 July 2024 in respect to payment of superannuation on the same day as the payment of wages.</li> <li>Employer representatives noted the difficulties in administering this and clearing houses for superannuation.</li> </ul>	
(c) Employee Claim Item 3.2 (ASOC Wage Rates)	<ul style="list-style-type: none"> <li>Refer to at Agenda Item 3.02(c), above.</li> </ul>	
(d) Employer Claim Item 3.3 (Junior Rates)	<ul style="list-style-type: none"> <li>This matter was agreed in principle, subject to the possible inclusion of Children's Services Employees, which can be addressed in the technical/drafting sub-committee.</li> </ul>	
<b>3.04 Leave Entitlements and Related Matters</b>		
(a) Claim item 1.12 (Reproductive Health Leave)	<ul style="list-style-type: none"> <li>Employer representatives stated that they have considered the employee claim previously tabled and noted that it was very broad, posed challenges for employers and is not agreed. Employer representatives noted that personal leave would cover many of the issues raised.</li> </ul>	
(b) Claim Item 2.10/Employer Claim Item 7.1 (Family Friendly Provisions, including Parental Leave)	<p><u>Flexible Working Arrangements</u></p> <ul style="list-style-type: none"> <li>Employer representatives noted the employee tabled clause and advised that it is the employer representatives preference to refer to the NES, as provided by section 65 of the Act. Employer representatives referred to the streamlining process that the parties undertook in relation to the Agreement.</li> <li>Employee representatives requested that the employer provide words to what they are proposing.</li> </ul>	Employer to provide position regarding Flexible Working Arrangements.

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	<p><u>Parental Leave</u></p> <ul style="list-style-type: none"> <li>• Employer representatives advised that some matters can be referred to the technical/drafting sub-committee in relation to this matter.</li> <li>• Employer representatives agreed to remove the restriction to accessing PPL at half pay for the spouse who is the primary carer.</li> <li>• Employer representatives do not agree to the removal of the one month requirement for accessing spousal leave and it is their position that the status quo is retained. Employee representatives noted the employer rejection, and queried about the application where there is a premature birth and suggested that accessing spousal leave should occur in association with when the child comes home.</li> <li>• Employer representatives understand the merits of prenatal (antenatal)/pre-adoption leave, but it is not included in the packaged offer and is therefore not agreed.</li> </ul>	Employee representatives to draft “outer limits” for paid spousal leave.
(c) Employee Claim item 3.1 (Pandemic Leave)	<ul style="list-style-type: none"> <li>• Employer representatives noted the support that they provided employees during the pandemic. Employer representatives stated that employers are not looking to include in the Agreement but will provide entitlements appropriate to any future pandemic, which will evolve.</li> </ul>	
(d) Employer Claim Item 3.3 (Junior rates)	<ul style="list-style-type: none"> <li>• Refer to at Agenda item 3.03 (d), above for further information.</li> </ul>	
(e) Employer Claim Item 7.2 (Long Service Leave)	<ul style="list-style-type: none"> <li>• Employee representatives stated that they would need to consult with our members in respect to the employer direction to take long service leave after eight years of continuous service.</li> </ul>	
(f) Employer Claim Item 7.3 (Personal/Carer’s Leave)	<ul style="list-style-type: none"> <li>• Employee representatives discussed the revised clause <b>as tabled</b>. They specifically stated their concerns regarding ‘frequent absences and the period of time attributed to frequent absences. Employer suggested the deletion of the word ‘significantly’ and queried if this matter could then be agreed in principle.</li> <li>• Employee representatives to consider and respond.</li> </ul>	
<b>3.05 – Application of Agreement</b>		
(a) Employer claim item 2 (Coverage)	<ul style="list-style-type: none"> <li>• Employee representatives discussed the revised clause <b>as tabled</b>. The key elements of the revised clause are:</li> </ul>	

Agenda Item	Discussion	Action/Outcome
	<ul style="list-style-type: none"> <li>○ to make explicit the coverage of instructional services; and</li> <li>○ to make explicit the applicable conditions to this cohort of school officer;</li> <li>○ to make an alternate name for “General Employee” to “Professional Support Staff”.</li> <li>• Employer representatives are concerned regarding the use of the word “professional” in respect to employees other than teachers, and in particular services staff. Employer representatives advised the word ‘professional’ generally aligns with roles requiring a degree qualification. Accordingly, some staff may not identify themselves as “professional” employees. Given “general employees” is noted in the underpinning modern award, this generic terms seems appropriate.</li> <li>• Employer representatives advised that instructional services employee will be paid as per the school officer wages scale.</li> </ul>	
(b) Employer Claim Item Schedule 2, Item 2 (Dispute Resolution Procedure)	<ul style="list-style-type: none"> <li>• Employee representatives stated that the inclusion of ‘any industrial matter’ remains essential to the resolution of this agreement.</li> </ul>	
<b>4.00 Next meeting</b>		
General comment	<ul style="list-style-type: none"> <li>• Employee representatives noted that junior rates for school officers has been agreed in principle and that there is capacity to further exploration on other matters. Further, employee representatives remain committed to achieving an outcome, subject to member representations.</li> </ul>	
4.01 Proposed Agenda	<ul style="list-style-type: none"> <li>• The parties will confirm the agenda for the next meeting out of session.</li> </ul>	The parties to prepare the agenda for the next meeting.
4.02 Next Meeting Date	<b>Tuesday, 30 May 2023   9.30am</b> Venue: IEUA Offices	QCEC to chair the next meeting.
<b>5.00 – Close of meeting [time] – 3pm</b>		

**Attendances and Apologies**

<b>Attendances</b>	Employee Representatives:	<ul style="list-style-type: none"> <li>• Terry Burke (TB), Branch Secretary</li> <li>• Paul Giles (PG), Assistant Secretary/Treasurer</li> <li>• Nicole Kapernick (NK), Assistant Secretary</li> <li>• Monique Roosen (MRo), Industrial Services Officer</li> <li>• Jodie Parker (JP), Secondary Teacher</li> <li>• Nigel Mitchell (NM), Secondary Teacher</li> <li>• Mark Rieken (MRi), Secondary Teacher</li> <li>• Ian Hughes (IH), School Officer</li> <li>• Joanne Ikin (JI), Secondary Teacher</li> <li>• Sarah Latham (SL), Primary Teacher</li> </ul>
	Employer Representatives:	<ul style="list-style-type: none"> <li>• Ray Kelly (RK), Workplace Relations Manager, QCEC</li> <li>• Susan Skoien (SK), Administration support to the SBU, QCEC</li> <li>• Colin O’Neill (CO), Brisbane Catholic Education Office</li> <li>• Gary Cooper (GC), Rockhampton Catholic Education Office</li> <li>• Stacy Van der Muelen (SV)</li> <li>• Jonathan Outerbridge (JO), Toowoomba Catholic Education Office</li> <li>• Kristy Greenhatch (KG), Townsville Catholic Education Office</li> <li>• Jenifer Elvery (JE), Religious Institute Schools</li> <li>• Deb Crotty (DC), Catholic Education Service, Cairns</li> </ul>
<b>Apologies</b>	Employee Representatives:	<ul style="list-style-type: none"> <li>• Cameron Love (CL), Secondary Teacher</li> <li>• Kathleen Jenkins (KJ), Primary Teacher</li> </ul>
	Employer Representatives:	<ul style="list-style-type: none"> <li>• Marsha Daskalakis (MD), Edmund Rice Education Australia, Queensland</li> </ul>



**Sub-Committee Participants**

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