



**CATHOLIC
EDUCATION
ENTERPRISE
BARGAINING**

EB10 SBU Meeting #7 – Tuesday, 30 May 2023

Agenda Item	Discussion	Action/Outcome
1.00 Welcome		
(a) Attendances / Apologies	<ul style="list-style-type: none">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.	IEUA to prepare for the next meeting.
(c) Prayer	Employer representatives presented the Prayer to the meeting.	IEUA to prepare for the next meeting.
Arrangements for the day	<ul style="list-style-type: none">Morning tea – 10:45amLunch – 12:30pmCaucus: 2:10pm to 3pm	
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) (i) Technical and Drafting Sub-Committee Report	<ul style="list-style-type: none"> • See Attachment 2 for participants to the respective sub-committees. • Employee representatives advised that it has been quite some time since the last meeting was held. Employee representatives forwarded correspondence to the sub-committee with proposed dates and times for the next meeting on 29 May 2023. They also noted the correspondence received by JE regarding her availability. 	<ul style="list-style-type: none"> • Employer representatives to respond with their availability for the next meeting. • The parties to confirm the next meeting out of session.
(b) (ii) Remote Area Sub-Committee Report	<ul style="list-style-type: none"> • See Attachment 2 for participants to the respective sub-committees. • Employee representatives noted that a meeting was scheduled for 10 May 2023 between the parties. Employee representatives advised that the majority of the Remote Schedules have been resolved except how the review of the payments made in Schedule 5 are addressed. • The parties agreed that where the review of the payments is not resolved that it is referred to the SBU for resolution. 	Outstanding matters referred to the SBU for resolution.
2.02 Minutes of the previous meeting		
General Comments	<ul style="list-style-type: none"> • Employer and employee representatives each expressed concern with regard to a number of inclusions in the draft minutes. 	
(a) Minutes of Thursday, 11 May 2023	<ul style="list-style-type: none"> • The minutes of 11 May are under consideration and will be confirmed between the parties out of session. 	The parties to resolve the minutes of 11 May out of session.
2.03 – Other Business		
	See Section 4 regarding 'Status of Negotiations'.	

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3.0 Matters for Response		
3.01 Workload and Work Intensification		
(a) Employee Claim Item 1.8 (School Consultative Committee)	<p><u>Introductory Comments</u></p> <ul style="list-style-type: none"> Employee representatives tabled the employee log of claims that identified that workload/work intensification is an issue in schools. Employee representatives noted that there are teachers leaving the workforce due to workload issues. Employee representatives gave two examples of workforce issues whereby one school had resorted to seeking a teacher by 'tenders' for a position; and in the other, an employee left after one week in the job. Employee representatives referred to a recent Media Centre for Education Research Australia (MCERA) article which referenced the Monash University study into "Australian Teachers' Perception of their Work in 2022". This study found that 3 in 10 teachers were planning on staying in the profession. It also found that <i>"teachers retain a strong sense of meaning and belonging in their profession, but overwork, excessive administration and compliance burdens, coupled with a sense of public disregard, are pushing many past their tolerance."</i> Employee representatives advised that several of their claims were low-to-no cost and that these issues have been denied by employer representatives, and if properly applied will address workload/work intensification <p><u>School Consultative Committee (SCC) and Workload/Work Intensification</u></p> <ul style="list-style-type: none"> Employer representatives advised that they do not believe that the clauses table meet the remit of addressing workload/work intensification. Employer representatives have committed to obtaining feedback from a Diocesan level and that issues can be looked at flexibly. Diocesan employer representatives' position is as tabled previously. Employee representatives advised that a commitment has been outlined, but not detailed by employer representatives. Employer representatives advised there could be a myriad of ways to address workload. An employee representative queried how the employer proposal would work at a small remote school and advised that the employer response may not work for a particular school. An employer representative provided an example whereby they have placed a moratorium on the provision of professional development and that further consultation is required as to the direction of the provision of the training modules by that particular employer. Employee representatives advised that international research is on the need for staff at the school level in providing advice and responding to workload/work intensification. 	
(b) Employee Claim Item New (Workload/Work Intensification)		

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	<ul style="list-style-type: none"> • It is employee representatives' view that the SCC is a mechanism to hear employees issues/views. Further, the employer position is a retrograde step for employees in Diocesan schools. The combination of claims from employees would address workload/work intensification, along with the reduction of tasks. • Employer representatives stated that the federal budget has a taskforce to address workload. Further, the employer representatives' position is not about taking away the voice of employees. The employer position would enable employees to provide feedback to the employer through focus groups, surveys etc. They also noted that there are other ways in which to identify workload issues. • Employee representatives advised that employees in schools would be denied a forum where with an SCC, they have a capacity to deal with workload/work intensification issues. Employee representatives advised that the SCC is a mechanism that allows employees to discuss workplace issues with the school leadership team to address the issues at the local level. • Employer representatives advised that its employees in schools who vote on the Agreement. • Employee representatives advised that they have an articulated position that, in our view, will address workload/work intensification. 	
(c) Employee Claim Item New (Right to Disconnect)	<ul style="list-style-type: none"> • Employer representatives discussed the clause as tabled. Employer representatives advised that they did not agree to the employee tabled position from the last meeting and noted that the amendments to the position tabled in this meeting are highlighted. • Employee representatives' key concern is how this clause is posited. In employee representatives' view the 'right to disconnect' is to create a 'culture of mind' for work and non-work space. Further, it's about respecting the non-workspace and endeavouring not to intrude on the non-workspace. • Employer representatives advised that the clause tabled retains the right to disconnect and features circumstances in which the employer can connect with the employee. 	Employee representatives to consider and respond.
(d) Employee Claim Item 1.6 (Range of Duties of Support Staff)	<ul style="list-style-type: none"> • Employee representatives noted the parties' discussion at the previous meeting. Employee representatives advised the employer regarding the practicalities of those words and the necessity to have them in the Agreement. • Employer representatives referred to their position from the previous meeting that the inclusion of duties in an Agreement is not appropriate and that such matters should be included in position descriptions. 	

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(e) Employee Claim Items 1.1 to 1.5 and 1.9 (Teachers Hours of Duty)	<p><u>Introductory Comments</u></p> <ul style="list-style-type: none"> Employee representatives noted the comments from employer representatives at the previous meeting. Employee representatives advised that they are endeavouring to understand the employers' response so that issues that are under negotiation are identifiable. Employee representatives stated that the issues were tabled were (i) low cost initiatives (which have been rejected; and (ii) high cost items. Employee representatives are fundamentally seeking interventions into workload/work intensification. If the employer position is to continue to reject the low cost interventions, then employees would inevitably have to pursue high cost items. <p><u>Composite Classes</u></p> <ul style="list-style-type: none"> Employee representatives advised that they have an alternate position to table regarding composite classes. Employee representatives discussed the clause as tabled. Employee representatives observed that there is consistency and maintenance of provision with the restructured text. <p><u>Minimum Blocks of PPCT</u></p> <ul style="list-style-type: none"> Employee representatives noted the employer tabled clause from the previous meeting and questioned what the employer means by 'exceptional circumstances' and noted that the clause tabled did not provide any examples of exceptional circumstances. Employer representatives clarified to employee representatives that may mean for example, a flexible working arrangement. Employee representatives advised that 'exceptional circumstances should be deleted. Employer representatives advised that they would caucus and discuss. <p><u>After Caucus response</u></p> <ul style="list-style-type: none"> In respect to composite classes, employer representatives noted the tabled clause and had no objection to most items. However, employer representatives' preference is to include reference to 'the final decision is at the discretion of the employer'. Employer representatives confirmed that they would provide a revised clause for employee representatives consideration. In respect to minimum blocks of PPCT, the employer agreed to the deletion of 'exceptional circumstances' provided that 'unless agreed between the employer and employee' is inserted. Employee representatives are prepared to give consideration to the employer representatives proposal. 	<p>Employee representatives to respond to minimum blocks of PPCT.</p> <p>Employer representatives to provide revised position in writing for composite classes.</p>
Morning tea – 11:05am to 11:30am		

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(f) Employee Claim Items 1.10 (NCCD)	<ul style="list-style-type: none"> • Employer representatives noted the clause they tabled at the previous meeting. Employee representatives advised that the clause is a retrograde step for employees in schools as it removes clauses 10.1.2, 10.1.4 and 10.1.6. • Employer representatives' advised that their clause was based on the clause tabled by the employee representatives in SBU#3 and if particular clauses removed, then that would have been done by employee representatives. In relation to 10.1.6 employer's outlined in their log of claims to remove clauses where there is a legislative or legal obligation that applies. • Employee representatives advised that they still have issues with the clause the employer's tabled. Employee representatives advised that the amendments to the clause are about how the resources are deployed in schools <p><u>After Caucus response</u></p> <ul style="list-style-type: none"> • Employer representatives agreed to amend clause 10.1.5 to include 'employees' rather than 'school officers'. 	Employee representatives to consider and respond to employer clause.
(g) Employee Claim Items 3.5 and 3.8 (Positions of Leadership)	<ul style="list-style-type: none"> • Employee representatives noted the employer position in respect to this claim item from the previous meeting and suggested a timebound of two school terms to investigate the nature of work and workload/work intensification, provisions and making recommendations on amending provisions. Employee representatives noted that RI Schools have, for the most part, engaged additional positions; however, for Diocesan Schools there are real pressure points. • Employee representatives advised that the six months will be from a date to be determined. • An employer representative advised that they have already completed a review of this nature. <p><u>After Caucus response</u></p> <ul style="list-style-type: none"> • Employer representatives do not agree to a general review into Senior Leadership positions, but employees will work with senior leaders who raise concerns. 	
(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"> • Employee representatives are seeking a minimum provision for Other Leadership – P to 6 or P to 6 in P to 12 Schools. Employee representatives noted the current employer documents which have some commonality. Employee representatives noted the confusion for employees in these positions regarding their conditions of employment. Employee representatives position is about recognition and a safety net of conditions for Other Leadership – P to 6 or P to 6 in P to 12 Schools. <p><u>After Caucus response</u></p> <ul style="list-style-type: none"> • It is employer representatives' preference to retain the existing arrangements. 	

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3.02 Employment categories and Classifications		
(a) Employee Claim Item 2.6 (Teacher Classification, Recognition of Experience, and PTT)	<p><u>Recognition of Years of Service, including interstate and overseas</u></p> <ul style="list-style-type: none"> Employee representatives noted the employer tabled position and advised that we are not opposed to the changes made to the definition of 'years of service'. <p><u>Teacher Classification</u></p> <ul style="list-style-type: none"> Employer representatives have included transitional arrangements regarding progression from Graduate to Proficient 1. Employee representatives advised that they do not agree to the deletion of clause 7.1.9 (Review) as the current clause facilitates conversations where an employee has been incorrectly classified. Employer representatives advised clause 7.1.9 is unnecessary as the dispute resolution clause applies to all terms of the Agreement, including this matter. Further, employee representatives advised that not all matters should be elevated to a dispute. Employer representatives stated that employees can raise an issue about this at any time at local level and it does not have to be referred to as a "dispute". Employee representatives advised that they would review the model dispute resolution clause and that they may make changes to this clause to address concerns. <p><u>Recognition of non-teaching service and experience</u></p> <ul style="list-style-type: none"> Employee representatives advised that they are not pursuing the amendments made to clause 7.5.1. <p><u>Recognition of Additional Qualifications Prior to Commencing Teaching Career</u></p> <ul style="list-style-type: none"> Employee representatives noted the employer revised clause and are interested in why some of the qualifications are struck out. Employer representatives identified that clauses 7.6.1 and 7.6.7 are inconsistent and has therefore been amended. <p><u>Permission to Teach</u></p> <ul style="list-style-type: none"> Employee representatives noted that they have amended the clause that the employer representatives tabled previously. The tabled clause was discussed. Employee representatives advised that they are concerned about a PTT Step 1 not being able to access PTT Step 2. As a matter of fairness an employee progressing with the required tertiary study should be able to seek consideration of the higher salary rate. 	Employee representatives to respond to graduate teacher transition arrangements, Permission to Teach, and recognition of qualifications.

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	<p><u>After Caucus response</u></p> <ul style="list-style-type: none"> • Employer representatives advised that they do not object to the inclusion of clause 7.1.7(b), subject to the inclusion that the final decision is at the employer’s discretion. 	
(b) Employee Claim Item 2.5 (Highly Accomplished and Lead Teacher)	<ul style="list-style-type: none"> • Employee representatives advised that they have sought member advice in respect to this matter and members have advised that in some instances support is provided and in others it is not. • Employer representatives requested information of where this has happened so that the relevant employer can consider the circumstances as HALT information includes information about supporting applicants. • It is employee representatives’ responded that there needs to be a provision referencing that a level of support is available from the employer so that employees had a ready reference to what support might be provided. 	
(c) Employee Claim Item 3.2 (Alternative School Officer – Classification Structure, including wages)	<p><u>Alternative School Officer Classification (ASOC) Structure</u></p> <ul style="list-style-type: none"> • Employee representatives noted the employer willingness to implement the ASOC structure and the status of the discussions with employer representatives and advised that there are two parts to this matter which require discussion. That being, the wage rates based on work value and the transitional arrangements. A work value assessment of the descriptors in ASOC needed to be undertaken. A short time frame of no further than July 2024 is appropriate. <p><u>Wage Rates</u></p> <ul style="list-style-type: none"> • Employer representatives expressed their thanks for the letter that was provided containing employee representatives’ position. Employer representatives considered the contents of that letter and stated that the employee representatives have not undertaken a work value assessment as part of developing the wages scale that they have proposed. Employer representatives stated that the employee representatives’ approach was to undertake a comparison of wages in other agreements and these were not identified. • The employer representatives stated that their offer makes a significant commitment to wages (4%, 3%, COLP and 12.75% superannuation contributions) for all employees. Employer representatives also noted that the State Budget is also focussing on cost of living. Employer representatives are seeking to attract and retain employees by providing appropriate wage increases, improvements to superannuation nest eggs for employees and address the cost of living pressures. Employer representatives stand by their offer and their position of the use of the current wage scale for ASOC. 	

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	<ul style="list-style-type: none"> • Employee representatives noted that employer representatives have not adopted fundamental industrial principles regarding a new classification structure and undertaken a work value assessment. It is employee representatives view that the employer representatives' position is industrially inadequate. Further, it is employee representatives' view that the employer position provides no recognition of employees work and work value. Employee representatives advised that wage rates must be appropriate to the work value and with descriptors objectively different from Level 3 and above. Employee representatives emphasised that the descriptors are appreciably different from the current structure and a work value assessment should occur with appropriate wage rates. The employee representatives restated from an earlier meeting that they are prepared to look at transition arrangements to move to revised wage rates over time. • Employer representatives stated that employee representatives have not undertaken a work value assessment in their approach. Also based on Level 3 teacher aide positions, employers believe that many level 3 teacher aides will come across to ASOC level 3. • Employer representatives also queried the impact of employee representatives' claim with previous alignment between school officers and services staff wages. Employee representatives advised this next step is not being considered at this point. <p><u>Transitional Arrangements</u></p> <ul style="list-style-type: none"> • Employee representatives noted the employer position from the previous meeting and discussed the revised clause as tabled. Employee representatives' position is as follows: <ul style="list-style-type: none"> ○ all new school officers, howsoever described, from 1 January 2024 are appointed to the new classification structure and paid accordingly; ○ classroom support, howsoever described, at levels 2 and 3 will transition from 1 July 2024; ○ Instrumental music tutors and all other school officers transition from 1 January 2024; and ○ The current matrices from the School Officers' Classification ceases to apply from 30 June 2024. <p><u>After caucus response</u></p> <ul style="list-style-type: none"> • Employer representatives noted the previous discussions and confirmed the timeframes they provided. All other cohorts will be transitioned within the life of the Agreement. 	

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	<ul style="list-style-type: none"> It is employer representatives' position that the process needs to be collaboratively undertaken and that they want to work through the process properly with the development of position descriptions aligned with ASOC as a clear basis to understanding implications and also review the implementation of teacher aides to inform that work. 	
(d) Employee Claim Items 2.9 (Part-Time engagement School Officers and Services Staff)	<p><u>Part-Time School Officers and Services Staff</u></p> <ul style="list-style-type: none"> Employee representatives noted the employer tabled clause from the previous meeting and are seeking clarification on two questions: <ul style="list-style-type: none"> are the hours contiguous between the multiple contracts? is Children's Services Employees the only area where they are proposing the two hour split? Employer representatives responded in the affirmative to both questions above. Employee representatives advised that they oppose the inclusion of paragraph (c), where the employee may work less than two hours. Employer representatives advised that this may occur in remote centres where the employee may have less than 2 hours of work on a day that suits them and this will not be a common occurrence. Employee representatives advised that if this is important to the employer, the request must be made in writing and a copy of the agreement placed on the employees times and wages record. 	Employer to consider and respond
(e) Employee Claim Item 3.3 & Employer Claim Item 5.1 (Part-time Engagement of Teachers)	<ul style="list-style-type: none"> Employee representatives discussed the revised clause as tabled. Employee representatives position is that: <ul style="list-style-type: none"> reference to job share is to be removed from this clause; delete clause 1.1.2(b); and consistency of provision between 1.1.5 and 1.1.9 regarding how additional hours are paid. <p><u>After Caucus response</u></p> <ul style="list-style-type: none"> Employer representatives agree to withdraw job share from the part-time teachers' clause, the removal of 1.1.2 (b) and agrees to the amendments at 1.1.5 and 1.1.9. Employer representatives advised that there may be tweaks to the clause(s) when the agreements are drafted, taking account of any unintended consequences regarding the interaction of the relevant provisions. 	

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	<ul style="list-style-type: none"> Employee representatives confirmed that part-time and casual engagements are separate engagements. Therefore, if a part-time teacher works additional hours on the part-time contract, then they would be paid according to clause 1.1.5 or 1.1.9 and if a part-time teacher undertook relief/supply work, that would be a separate contract of employment and would be paid casual rates. 	
(f) Employee Claim Item 3.4 (Term Time Employment)	<ul style="list-style-type: none"> Employee representatives have considered their claim for a minimum engagement period of 10 hours per week against the forthcoming Act requirements in respect to fixed-term engagements. Employee representatives advise on that basis, clause 3.2.3 is withdrawn from their tabled clause regarding part-time school officers and services staff. 	
(g) Employer Claim Item 8 (Multiple contracts)	<ul style="list-style-type: none"> Employee representatives advise that they keep comprehensive records in respect to member enquiry and we are not in a position to make representations for non-members. Employee representatives see no merit in this position and therefore, it is rejected. Employer representatives raised concerns about employee representatives approach to this issue and advised that a teacher had just recently requested an employer for a multiple contract. Also noted that in the past, employee representatives have stated that they consider impacts on all employees, not just members of the union, and this was to justify why the union should be referred to as “employee representatives” in the minutes of SBUs rather than “union representatives”. Employee representatives noted the comments and reaffirmed that they see no merit in the employer claim. 	
3.03 Wages and Related Matters		
(a) Employee Claim Item 2.1 (Wage increases and Cost of Living Payment)	<p><u>Wages</u></p> <ul style="list-style-type: none"> See previous minutes. <p><u>Cost of Living Payment</u></p> <ul style="list-style-type: none"> Employer representatives discussed the revised clause as tabled. Employer representatives noted the employee representatives comments from the previous meeting regarding fixed-term engagements and referred to the changes at 1.1.2. Employee representatives will review and respond to the revised employer clause. Employee representatives remain concerned about the impact on casual employees and noted the difference between the Queensland Education Department (QED) clause and the employer representatives clause as follows: 	Employee representatives to respond to COLP clause.

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	<ul style="list-style-type: none"> ○ QED specifies that one day must be worked in the preceding 12 weeks before the calculation date. ○ Employer representatives clause specifies 100 days in the preceding 12 months, with one day worked in the preceding three months with the same employer. ● Employee representatives have sought member advice in respect to the employer proposal and they have advised that they are not likely to work the 100 days with the same employer. An employer representative advised that there may be some who work 100 days because of the teacher shortage. ● Employee representatives also discussed the comments as tabled in respect to the employer tabled position from the previous meeting. Employer representatives provided the following responses in respect to: <ul style="list-style-type: none"> ○ Comments 1 and 2: the COLP adjustment will be made the base rate of pay for each employee for the relevant period. Further, for employees other than teachers, the employer is applying the 1 May 2022 increase to 2023. ○ Comment 3: the discount would apply as they would have already received an increase on 1 May 2023. ○ Comment 4: the incorrect date has been updated in the revised employer tabled clause. ○ Comment 5 and 6: The discount applies from the base wage from 2024. ○ Comment 7: the pay-date of 1 September of the applicable earnings year accounts for employer processes. <p><u>After Caucus response</u></p> <ul style="list-style-type: none"> ● It is employer representatives' position to retain the requirements for casual employees of 100 days in the preceding 12 months, with one day worked in the preceding three months with the same employer. 	
(b) Employee Claim Item 2.4 (Superannuation)	<ul style="list-style-type: none"> ● Employer representatives note employee representatives tabled clause where they have streamlined the clause and the claim for payment of superannuation on the same day as wages paid. It is employer representatives' position that they will be proceeding with the payment of superannuation on the same day as wages from 1 July 2026, in line with the legislative changes proposed by the Federal Government. 	
(c) Employee Claim Item 2.10 (Flexible)	<ul style="list-style-type: none"> ● Employee representatives advised that they are not opposed to reference to the Act, but the clause must include provisions that would be lost as a result of the employer proposal. Employee representatives discussed the revised clause as tabled. Employee representatives 	Employee representatives to consider and respond.

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Working Arrangements)	<p>noted section 66 of the Act which refers to the interaction of the Act with the <i>Industrial Relations Act 2016 (Qld)</i> (the State Act). The import of this is that flexible work arrangements benefits in state legislation are not overridden by the federal legislation. Inclusion of a reference to the federal legislation can be accepted only if the state level benefits are specifically included in the agreement.</p> <p><u>After Caucus response</u></p> <ul style="list-style-type: none"> • Employer representatives note the employee tabled clause and advise that: <ul style="list-style-type: none"> ○ they agree to the inclusion of 3.11.2 and 3.11.3; ○ they do not agree to clauses 3.11.4 and 3.11.5. • Employee representatives advised that there are substance to those clauses for employees who access flexible working arrangements. • The employer representatives disagreed that the State Act for flexible work arrangements had any application. Employer representatives advised that: <ul style="list-style-type: none"> ○ s66 of the Act refers to state discrimination legislation; ○ s26 of the Act carves out the application of state industrial relations legislation on this topic; and ○ the <i>Fair Work Act</i> is the applicable act and not the State Act and also referred to ss24 to 26 of the Act. 	
3.04 Leave Entitlements and Related Matters		
(a) Claim item 1.12 (Reproductive Health Leave)	<ul style="list-style-type: none"> • Employee representatives noted that the employers' previous response about employee representatives' clause being broad and requested employers to identify what matters would be suitable to be covered. • Employer representatives stated that this matter was employee representatives' claim and employers do not agree to the inclusion of the employee representatives' proposed reproductive health leave clause and stated that personal/carer's leave could cover issues previously discussed. • Employee representatives noted the employer comments and question the if the number of personal leave days were sufficient given all the impacts of employees accessing personal leave. 	
(b) Claim Item 2.10/Employer Claim Item 7.1 (Parental	<ul style="list-style-type: none"> • Employee representatives noted the employer tabled clause tabled out of session and advised that they: <ul style="list-style-type: none"> ○ have no objection to paragraph (iii); and 	

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Leave/Paid Spousal Leave)	<ul style="list-style-type: none"> ○ are making a claim for the non-primary carer to be able to access paid spousal leave where there is a stillbirth. • Employer representatives advised that they would caucus and respond to the matter of the non-primary carer to be able to access paid spousal leave where there is a stillbirth. <p><u>After Caucus response</u></p> <ul style="list-style-type: none"> • Employer representatives advised that they agree to the spouse being able to access spousal leave in connection with a stillbirth. 	
(c) Employee Claim item 3.1 (Pandemic Leave)	<ul style="list-style-type: none"> • Employee representatives advised that under the pandemic arrangements from the employer that there were significant deductions to an employee's personal leave accrual. In some cases employees had insufficient leave balances if they were now required to access personal leave, resulting in periods of unpaid personal leave. Employee representatives advised that this matter is important to employees in schools. • Employer representatives responded to this in a previous meeting and it is employer representatives' provided support to employees during pandemic and unsure of what next pandemic will look like and preference is to have flexibility to manage future pandemic leave arrangements. 	
(d) Employer Claim Item 7.2 (Long Service Leave)	<ul style="list-style-type: none"> • Employee representatives are not seeking to discuss this matter further, and we will give consideration to this matter as part of the total package. 	
(e) Employer Claim Item 7.3 (Personal/Carer's Leave)	<ul style="list-style-type: none"> • Employee representatives are not seeking to discuss this matter further. Employee representatives do not object to the deletion of the word 'significantly' and we will give consideration to this matter as part of the total package. • Employer representatives stated they were confused by the employee representatives phrasing, and will be taking the employee representatives' remarks on this matter and long service leave as being agreed in principle, subject to the total package. 	
3.05 – Application of Agreement		
(a) Employer claim item 2 (Coverage)	<ul style="list-style-type: none"> • Employee representatives noted the parties tabled positions in respect to this matter and the concerns that have been raised previously by the employee representatives. • Employer representatives do not agree to the employee representatives' amendments and confirm their previously tabled clause. • Employee representatives advised that there is no agreement in respect to this matter. 	Employee representatives to provide clarity on the interaction within the framework.

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	<ul style="list-style-type: none"> • Employee representatives stated that if their core employment is a teacher, then the employment is recognised by the Agreement in terms of the activities undertaken. • Employer representatives stated If, for example, a teacher is employed separately as a sports coach (as distinct to honorary and voluntary arrangements), then no EA provisions would apply and modern award conditions apply, If honorary and voluntary, then arrangements put in place by schools apply. • Employers do not understand how the employee representatives proposed clause interacts with other clauses. • Employee representatives related a position from the outset that persons employed solely to undertake such activities were not under consideration. Persons who were otherwise employed under the Agreement should receive the benefits of this Agreement where an additional employment engagement was entered into. 	
(b) Employer Claim Item Schedule 2, Item 2 (Dispute Resolution Procedure)	<ul style="list-style-type: none"> • Employee representatives queried employer representatives objection to including ‘any industrial matter’. An employer representative advised there is a potential for misuse in respect to matters not covered by the Agreement which may be addressed through another jurisdiction under the Act (i.e. unfair dismissal). • Employee representatives note the claim from employers about alleged misuse of this provision and that is rejected. The provision is deployed when employer practices are not in line with industrial processes. It is appropriate in such situations to seek the assistance of the Fair Work Commission (FWC) in conciliation in respect to the matter raised. • Employer representatives noted a FWC decision by Commissioner Riordan in respect to a disciplinary process having sought to be stalled by a dispute process and the FWC commented that it was not appropriate to pursue the dispute process which an unfair dismissal application was proceeding. • Employee representatives commented that if the application does not have merit the FWC will decline to assist and that was a protection to the employer. The provision of ‘any industrial matter’ had served the sector well and its breadth owes itself to definitions from the State Industrial Relations Act and made it clear the range of such matters. • Employer representatives are seeking contemporary provisions in the Agreement. Employee representatives advised that some provisions are relevant and some are not. In addition, employee representatives advised that we are in a collective bargaining space, there are no pre-determined positions and that the object of the Act is about promoting dispute resolution. 	

Agenda Item	Discussion	Action/Outcome
(c) Employee Claim Item 2.7 (Counsellors)	<ul style="list-style-type: none"> • Employee representatives are raising consideration of consistency of conditions for counsellors without teacher qualifications (see claim item 2.7). Employee representatives have become aware of some developments in employing authorities and are seeking to review the counsellor provisions and wages. • An employer representative stated that they have reviewed the non-teacher counsellor rates that sit alongside the Agreement provisions and are not connected to claim item 2.7. <p><u>After Caucus response</u></p> <ul style="list-style-type: none"> • Employer representatives did not understand the basis of the employee representatives' claim as provided and do not agree to a review of counsellor provisions and are seeking to maintain the existing provisions. • Employee representatives advised that broader consultation is required. 	
4.00 Next meeting		
Status of Negotiations	<ul style="list-style-type: none"> • Employee representatives advised that resolution is found when those minimal requirements are met. Employee representatives advised that the minimal claims have not been met in respect to: <ul style="list-style-type: none"> ○ workload/work intensification; ○ ASOC – remuneration and transitional arrangements.; and ○ withdrawal of the employer claim to strip back industrial rights of employees. • Employee representatives advised that there is a very clear view that we are close, but the minimal claims have not been met; employee representatives remain open in the negotiation process. • Employer representatives noted that employee representatives stated previously that they only represent members and advised that the only way the parties know if employees generally agree is if an agreement goes to vote. Employers have been receiving feedback that they would like opportunity to agree to employer offer. Employer representatives also advised that they want to work through the issues collaboratively and that they have made a significant offer in respect to wages, COLP and superannuation. • Employee representatives are consistently of the view that positions on workload/work intensification, ASOC and the stripping of employees industrial rights have not been met. In employee representatives' view the employer position is insufficient. 	

Agenda Item	Discussion	Action/Outcome
4.01 Proposed Agenda	<ul style="list-style-type: none"> The parties will confirm the agenda for the next meeting out of session. 	The parties to prepare the agenda for the next meeting.
4.02 Next Meeting Date	Tuesday, 20 June 2023 9.30am Venue: ACU Leadership Centre	IEU to chair the next meeting.
5.00 - Close of meeting [time] - 3:50pm		

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 • Cameron Love (CL), Secondary Teacher • Nigel Mitchell (NM), Secondary Teacher • Mark Rieken (MRi), Secondary Teacher • Ian Hughes (IH), School Officer • Joanne Ikin (JI), Secondary Teacher • Sarah Latham (SL), 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:	<ul style="list-style-type: none"> • Jodie Parker (JP), Secondary Teacher • Kathleen Jenkins (KJ), Primary Teacher
	Employer Representatives:	NIL

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"> • 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:	<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