

## EB9 SBU Meeting #2

Tuesday 14 May 2019 9:30am – 3:30pm

# MINUTES

## 1 Welcome

### 1.1 Attendance and apologies:

#### Employee Representatives

Terry Burke	Paul Giles	Brad Hayes
Melissa Goodingham	Marie Sellin	Mark Harris
Daryl Bathe	Terri-an Nolan	Nicole Kapernick
Kevin Collins	Mark Rieken	Ian Hughes
Andrew Elphinstone	Monique Roosen	

#### Employer representatives

Ray Kelly	Alison Terrey	Jennifer Elvery
Nicole Spohn	Colin O'Neill	Andrea Alchin
Lindsay Hawkins	Gary Cooper	Alyn Cooper
Sally Towns	Julia Cassidy	

#### Apologies:

Peter Chapman (Nicole Spohn as proxy) Kerry Esmond, Jo-Anne Desailly

### 1.2 Prayer

Prayers offered by attendees.

## 2 General Business

### 2.1 Business Arising from the Previous Meeting

#### 2.1.1 Scope of Agreement

#### 2.1.2 Application of Agreement

(Status of Early Childhood Education Centres)

- Employer representative stated that since last meeting, the coverage clause of the enterprise agreements had been considered and the coverage provisions seemed quite clear. Clarification was sought as to whether the IEUA were seeking to change the coverage clause.
- It is employee representatives' preference, where relevant, to include early childhood education centres (ECE) in an agreement as a schedule. If ECE has a different employment entity than schools,

then employee representatives would pursue separate negotiations. Employee representative noted the application of the coverage clause by employers was not clear and employee representatives identified that they are querying who the employer is in relation to early childhood education centres.

- c. Employers will consider request now that it has been further clarified.

## **2.2 Minutes of the previous Meeting**

### *2.2.1 Confirmation of the Minutes of 1 May 2019*

- a. Employer representative confirmed employers are prepared to confirm the draft minutes of SBU Meeting #2 that have been tabled following discussions prior to this meeting, however; they wished to clarify some of the changes sought by the union. In particular, employee representatives sought to replace references to “IEUA representatives” with “employee representatives”. The employer concern is that such references may give the impression that the IEUA is representing all employees at negotiations, whereas, under the relevant legislation, a union can only be a bargaining representative for members of the union.
- b. Employee representative indicated that it canvases members and other employees who are not members (non-members) and considers the interests of both members and non-members as part of negotiations. It was acknowledged that the IEUA is not a bargaining representative at these negotiations for non-members pursuant to the legislation.
- c. The tabled Minutes of Meeting #1 (1 May 2019) were confirmed.

## **2.3 Other Procedural Matters**

### *2.3.1 Status of Negotiations*

#### *2.3.2 Form of Agreement*

- a. Employee representative restated its reservation of their rights in the context of the two single interest employer authorisations (SIEAs) and re-stated their preference is to negotiate separate agreements with each employing authority.
- b. Employer representative noted that those rights were reserved and noted in SBU meeting #1 in the minutes and queried why it was necessary to keep reserving those same rights as a standing agenda item for all future meetings.
- c. Employee representatives restated that they will require this to be an agenda item at each meeting and it will be restated at each meeting to ensure proper regard at each meeting to the status of the discussions.

#### *2.3.3 Communications*

- a. Employee representatives confirmed they had communicated with their members.
- b. Employer representative confirmed employers had communicated with their employees.

#### *2.3.4 Sub-committees*

##### *2.3.4.1 Technical Amendments*

- a. Employee representatives stated the IEUA will write to the employers’ bargaining representative proposing the establishment of a sub-committee, nominees and time-frames to consider the document tabled at SBU meeting #1. It is anticipated the sub-committee will require 2-3 members from each of the parties.
- b. Employer representatives agreed with proposed approach and will provide a response to the proposed correspondence.

#### 2.3.4.2 Nursing Provisions

- a. Employee representative advised the employer log of claims had been distributed to the QNMU and that they had provided contact details of the employers' bargaining representative.
- b. Employer representative confirmed a discussion had taken place between the QNMU. Separate meetings will be arranged to discuss proposed changes to the enterprise agreement provisions in due course. Brad Hayes was thanked for arranging the initial contact.

### 3 Employer and Employee Log of Claims

#### 3.1 Employee Log of Claims – consideration of Tabled Provisions

##### 3.1.1 Claim Item 7.2.6: Technical Amendments.

- a. See 2.3.4.1 above

##### 3.1.2 Claim Item 7.1: Parental Leave

- a. Employer representatives, having considered employee representatives clause tabled in negotiation meeting #1, sought clarification of the intended outcomes of the clause as the implications were believed not to be restricted to non-gender language only. For example, in regard to the proposed clause:
  - i. it could apply to both a mother and a father, potentially doubling the entitlement;
  - ii. it was not restricted to primary care giver;
  - iii. what was the intended interaction between paid parental leave and paid spousal (paternity leave);
  - iv. consideration of impact on Family Leave schedule; and
  - v. the issues that paid maternity leave is taken/used at the commencement of parental leave and usually this means all or a component of the paid maternity leave is accessed prior to the expected date of birth, which would therefore be prior to when the father would be able to be responsible for the care of the child.
- b. Employee representatives stated:
  - i. the intention is to apply the paid parental leave of 14 weeks all employees in the same, way as to how the clause operates now.
  - ii. in regard to primary care-giver, the references are those adopted in the NES for consistent use of language, acknowledging that the NES provides for unpaid parental leave as opposed to paid parental leave.
  - iii. an employee is not intended to be able to access both paid spousal leave and paid parental leave – it would be one or the other
  - iv. the clause is to be read in conjunction with family leave provisions as noted, but this can be considered further, but it is currently not believed that there would be any interpretation impacts;
  - v. employee representatives are open to consideration of proposed clauses in response for consideration of the issues discussed.
- c. Employer representatives will consider its response given the above clarification, including any proposed clauses for union consideration.

##### 3.1.3 Claim Item 1.8: Cultural Leave

- a. Employee representatives noted the previous meetings discussion regarding the employer representatives query in relation to accumulation and confirmed that first nations peoples cultural leave would be inclusive of vacation periods for teachers, but exclusive for employees who are rostered to work during school vacation and require such leave at that time. Employee representatives also noted that consideration must be given to individual circumstances.
- b. Employers to consider further.

## 3.2 Employer Log of Claims

### 3.2.1 Employer Log of Claims – Consideration of Tabled log

- a. Employee representative noted the commentary and principles raised by employer representatives; however, employee representatives are seeking tabled provisions in relation to the employer tabled log of claims (for example, boarding supervision staff). In addition, employee representatives also noted the broad reference regarding policy matters in the agreements that may be better placed in employer policy framework. Employee representatives seek employer identification of the matters in policy which employers want to discuss.
- b. Employer representative advised that there were no issues for tabling today.

## 3.3 Employee Log of Claims – Tabling of Provisions

### *Insecure Work*

#### 3.3.1.1 Claim Item 1.3: Continuous Hours for all school staff – Draft clause tabled

- a. Employee representative tabled a draft clause replicating clause 7.8 with proposed amendments in bold. It is not considered appropriate that teachers have classes timetabled, say initial periods and last periods of the day without effectively being paid in between if PPCT is not timetabled for that period. This is a timetabling responsibility and if it cannot be done, then those hours should be paid. Following clarification sought by employer representatives, employee representative stated:
  - i. this relates primarily to part-time employees, but is aware that it is an emerging issue for full time employees.
  - ii. consideration could be given to where an employee sought part-time arrangements (eg. through a flexible working arrangement request)
  - iii. this is about programmed time and not about special events (eg. school mass)
  - iv. some employers are making timetabling decisions that are not reasonable and aiming to correct issues where timetabling is indifferent to reasonable interests of employees.
- b. Employee representatives are indifferent regarding the continued inclusion of the part time incremental progression hours formula prior to 1 January 2013.
- c. Employee representatives also noted the amendments for boarding supervision employees and children's services employees. Employee representatives also noted it is about consistency with other categories of employees, as other categories are already provided with provisions regarding continuous hours.

#### 3.3.1.2 Claim Item 3.1: Criteria to ensure only genuine fixed-term appointments –

#### 3.3.1.3 Claim Item 3.2: Audit to investigate fixed term contracts and conversion to continuing positions - Draft clause tabled

- a. Employee representatives concerned that fixed term employment provisions are being abused and outlined a number of examples of engagements that are unable to really identify short term need (e.g. the employee(s) on leave who is/are being replaced by rolling fixed term contracts over many years; or other rolling contracts, particularly in the learning support space due to nature of funding) or other apparent contrived circumstances being used as a short term need.
- b. Employee representatives tabled a draft clause with proposed changes including:
  - i. 2 parts to this claim, teachers & school officers.
  - ii. A joint employer and IEUA audit should be undertaken to identify and assess the prevalence of fixed term contracts and should be concluded by no later than 31 October 2019.

Employee representatives invited employers to identify matters of concern regarding this matter.

- iii. Employee representatives identified changes to the list of short term identifiable needs by removing current items (3.6.1e)v)&vii) – fixed term employment arising from: a resignation with no suitable permanent person available; short term changes in class size or curriculum offering). Employee representatives provided detailed explanations to employer representatives regarding the reasons for the amendments to this sub-clause.
- iv. Employee representatives also noted that the emphasis should be on continuing appointments.
- c. Employer representatives raised the following matters:
  - i. due to changing curriculum offerings and student demand, particularly in medium schools, the issue of fixed term employment is relevant as the need may only be short term, so there needs to be some ability to appropriately have fixed term employment in this respect;
  - ii. there are also difficult to recruit areas (eg. senior sciences) following an untimely resignation where there are no suitable permanent employee available and short term arrangements are required;
- d. Employee representatives noted with the exception of 3.6.2 (c), the content of the provisions mirrors the clauses tabled for teachers for school officers. Employee representatives noted 3.6.2c) is to cover the issue where learning support employed for students with special needs are on repeated fixed term contracts, some for over a decade, on the basis that funding is on a year to year basis. It is a characteristic of a modern school that special educational needs are increasing not decreasing and there will be funding year-on-year, with sometimes no variation and other schools with some variation. The proposal is to have a rolling average of the allocated funding of 80% of the salary component of funding (on a rolling three year average) being allocated to continuing hours, and 20% which would be subject to a fixed-term, part time arrangement. Employee representatives noted the punitive consequences of fixed term employees making applications to financial institutions.
- e. Employer representative noted the current provisions for fixed term employment are extensive and questioned whether regulating it further is actually going to assist the issue trying to be addressed.
- f. Employee representative stated if there is a better proposal in dealing with issues, then employee representatives are open to consider that proposal, but in the absence of a workable alternative proposal, employee representatives are seeking tighter regulation of fixed term employment arrangements.
- g. Employee representatives seek the employer representatives' position in relation to these claim items.

#### *3.3.1.4 Claim Item 3.3: Certainty of Hours for part time employees – Draft clause tabled*

- a. Employee representatives raised concerns that there are fluctuating part-time hours (ie. not change to starting times in cl 8.5.3 etc, but changes to FTE) for school officers from one year to the next and there is no provision in agreement to allow this to happen without agreement. A draft clause was tabled proposing a change to include “only” at clause 3.2.4 to make it explicit that changes must be by agreement.
- b. Employer representative queried whether there may be some potential link between discussions about fixed term employment where there may be “core” hours that may be available on continuous/permanent basis, but having an ability to adjust part-time hours up or down from year to year depending on funding and needs through an appropriate consultation process. Employee representatives were open to considering future proposals in this regard.

- c. All parties agreed the cohort of school officers are an integral part of the school operations. Employee representatives have concerns that this is sometimes not reflected in the reality of their employment conditions.
- d. Employee representatives note that there are other cross-over issues to be considered in relation to this matter.

*3.3.1.5 Claim Item 5.2: Superannuation – Draft clause tabled*

- a. Employee representatives tabled a draft clause proposing changes as follows:
  - i. superannuation be paid on all employee earnings, with the removal of the \$450 per month threshold for such a payment;
  - ii. superannuation paid at minimum SGC rate during the unpaid periods of up to 12 months parental leave;
  - iii. specify in the enterprise agreement the current proposed contribution rates from 1 July 2021 – 2023;
  - iv. note recent change to one of the superannuation funds identified in agreement (procedural matter);
  - v. salary packaging for fixed term employees should be made available and removal of the prohibition of contributions being made into self managed superannuation funds (consistent with legislative amendments).
- b. Employers to consider.

*3.3.1 School Officer Issues – Draft clause tabled*

*3.3.2.1 Claim Item 1.7: Professional School Officer Support and Supervision – Draft clause tabled*

- a. Employee representatives stated school officers undertake a range of duties that were supervision related in the past. Some schools have embraced the concept. A draft clause was tabled that:
  - i. provides a more inclusive list of duties that have the effect of relieving teachers of duties that can be performed by school officers with training who have these skills and can be deployed;
  - ii. removes explicit reference to a principal determining the need for relevant tasks to be undertaken by a school officer and relies on a need being identified.
- b. Employer representative questioned the removal of the principal from the clause as ultimately a management decision would have to be made as to whether and how such duties are performed.
- c. Employee representatives confirmed that the ‘need’ would be determined by the school authority.
- d. Employers will consider.

*3.3.2.2 Claim Item 2.1: Guaranteed entitlement to professional development – Draft clause tabled*

- a. Employee representatives’ seek an addition, by way of inclusion, of a provision that provides a funded minimum of 10 hours per annum for school officers and services staff (which is effectively equivalent of 2 days per annum – not unreasonable) in addition to directed compliance & regulatory training. It was acknowledged that further consideration will need to be given as to whether this is pro rated for part-time employees.
- b. Employer representatives stated that relevant professional development is important to performing a role noting:
  - i. A minimum regulated amount is generally resisted by employers as it removes flexibility to use resources as demand arises - some roles may need more one year and another role may not require as much due to operational needs;

- ii. professional development can also be done in the role with a transfer of skills from one employee to another – including technological changes – would this count?
- iii. Employee representatives confirmed that there would be credentialed employees on staff who would be able to provide professional development in their area of expertise.
- c. Parties to consider further.

#### 3.3.2.3 Claim Item 2.2: Career recognition and remuneration – Document tabled

- a. Employee representatives tabled a document outlining the background of the issue and terms of reference for an agreement to establish a joint working party (JWP) to review school officer classification structure including:
  - i. proposing the JWP be formed by the end of May 2019
  - ii. consisting of 2-4 members from each party;
  - iii. JWP hold fortnightly meetings and report back either in writing or orally at SBU meetings
  - iv. anticipated that:
    - JWP would investigate and provide fundamental principles (ie. “coat hangers” for further work) by end of 2019 (including piloting with some school officer positions);
    - During 2020 those principles be bedded down into a new classification framework;
    - With implementation in beginning of 2021
  - v. it is not envisaged that members of SBU would be on JWP for efficiency reasons.
  - vi. following questions from employer representatives - it was not intended to cover services staff given recent changes made last EB negotiations; however, employee representatives are not opposed to this happening, if feasible. Also, modern award classification structure could provide a reference point, but it has shortcomings also.
  - vii. requesting response from the employers about what is proposed at the next meeting with names proposed to be on JWP.
- b. The employers will consider the proposal and provide a response.

#### 3.3.2.4 Claim Item 2.3: Recognition of Professional duties and responsibilities – Draft clause tabled

- a. Employee representatives tabled a draft clause, which is intended to cover the situation where employees are not paid for hours required to perform the role. The following examples were provided:
  - i. a laboratory assistant who is paid for the actual time that students are in class, but not for the time required to set up and pack up the laboratory for the students; and
  - ii. a school officer may be given the option by a principal of whether an employee attends a PD session on a pupil free day, saying it would be helpful, but not paying the employee if they did attend.
- b. Employee representatives noted the delineation, that if an employee is directed to perform duties, then it is paid.
- c. Employers to consider.

#### 3.3.2.5 Claim Item 2.4: Locality Allowance extended to all staff – Draft clause tabled

- a. Employee representatives tabled a clause proposing:
  - i. to extend ITAS payments (currently only applying to teachers) to school officers and services staff as the higher costs of living doesn't change if you are a teacher or non-teacher and looking to align with Queensland public sector payments;
  - ii. clarify the heading in middle column given concerns regarding the way that some RI schools apply the provisions.
- b. Employer representative queried the distinction that non-teacher roles are predominantly filled by local people who are already living in the location, whereas teachers will



predominantly come from elsewhere and a compensation and attraction issue arise. Employee representatives stated ITAS is not about attraction (that is IPRASS), but compensation only and therefore should not be restricted to teachers only.

- c. Employee representatives noted it was about compensating employees in those locations.
- d. Employers to consider.

#### *3.3.2.6 Claim Item 2.5: Annualisation of Salary – BCE CNS model – Draft clause tabled*

- a. Currently a complex issues and employee representatives tabled a clause proposing:
  - i. one set of annualisation arrangements (instead of multiple) using the BCE model; and
  - ii. More significantly, applying the provision to services staff.
- b. Employer representative noted the different ways it can be applied (gross versus net annualised approach) and the other models may need to be considered further.
- c. It was understood by the parties the most fundamental part of the employee representatives position is to extend annualisation of wages to services staff and a consistent approach is preferred by employee representatives, but is a secondary issue that can be further considered.

#### *3.3.2 Positions of Leadership (Middle and Senior Leadership) – Draft clauses tabled*

##### *3.3.2.1 Claim Item 4.1: Middle Leadership*

*Claim Item 4.1.1: Remuneration Levels for Middle Leaders*

*Claim Item 4.1.2: Formalisation of Primary School Middle Leadership positions*

*Claim Item 4.1.3: Protection of Middle Leadership Release Time*

*Claim Item 4.1.4: New Schools – Additional leadership demands in new schools*

##### *3.3.3.2 Claim Item 4.2: Senior Leadership*

*Claim Item 4.2.1: Senior Leadership Salary Rates*

*Claim Item 4.2.2: Confirmation of Substantive Salaries for all Senior Leaders*

##### *3.3.1.3 Claim Item 4.3: Appointments to Acting Leadership Positions (tabled 14 May 2019)*

*S4.22.2 Claim is to amend min period from 4 weeks to 2 weeks*

- a. Employee representatives:
  - i. tabled draft clauses proposing changes to:
    - protecting release time consistent with the protection of PPCT for teachers;
    - The minimum period of time for payment for acting positions should be two weeks instead of four weeks, the latter is almost half a term and too long to leave a position potentially open.
  - ii. are not seeking to disturb current fundamental structures for ML/SL roles;
  - iii. are mindful of employer preference for allowances rather than substantive wages for smaller regional schools for ML roles.
  - iv. however, the payment of allowances for SL roles is no longer appropriate
  - v. are not committed to the concept of comparability in relation to ML/SL structure; the establishment of HALT is a disruptor and needs to be taken into account (including changes to rates in public sector), which is a shared challenge.
  - vi. stated there are primary school positions that would align with ML positions and need to be noted in the agreement and ML structure;
  - vii. believe there also needs a formula to be developed that accounts for ML/SL positions as new schools develop
  - viii. will table further ML/SL proposed clauses relating to new schools and remuneration rates at next meeting.



### 3.3.4 Clarity of Agreement

#### 3.3.4.1 Claim item 7.2.1: Split Shifts – Draft clause tabled

- a. Employee representatives tabled a clause seeking to reinstate split shifts that appeared to have been removed with the amalgamation of the services staff provisions. It was confirmed that the proposed clause is simply to reinstate the previous conditions that were removed, including a 15% penalty for all work on the day ie. both periods.

#### 3.3.4.2 Claim Item 7.2.2: Definition: Continuous Service – Draft clause tabled

- a. Employee representatives tabled a proposed clause to cater for a situation in which an employee's service was considered "broken" when there was a break of more than 3 months. For example, two fixed term engagements, with a casual engagement during the period.
- b. Employers to consider above clauses.

**Caucus:** Caucus took place to allow employer representatives to consider what items could be responded at next meeting to inform the development of agenda items.

## 4 Next meeting

### 4.1 Agenda

4.1.1 Employer Representatives to chair and provide prayer for next meeting.

4.1.2 Next meeting agenda items in no particular order –

- a. Early Childhood education centres
- b. Parental leave
- c. Cultural leave
- d. School Officer joint working party
- e. Fixed term employment
- f. Split shifts
- g. Continuous service
- h. Continuous hours
- i. Part-time provisions
- j. Annualisation
- k. Superannuation
- l. ITAS provisions
- m. Process technical amendments
- n. MSL acting position provision
- o. Further discussion re ML/SL
- p. Work intensification issues.

4.2 Date of next meeting Tuesday, 28 May 2019: 9:30am-3.30pm

## 5 Close of meeting 2.50pm