

# EB9 SBU Meeting #4

Tuesday 11 June 2019 9:30am – 1:00pm

## MINUTES

### 1 Welcome

#### 1.1 Attendance and apologies

##### Employee Representatives:

Terry Burke

Ian Hughes

Monique Roosen

Andrew Elphinstone

Brad Hayes

Marie Sellin

Terri-an Nolan

Paul Giles

Mark Harris

Mark Rieken

##### Employer Representatives:

Ray Kelly

Nicole Spohn (proxy for Peter Chapman)

Lindsay Hawkins

Sally Towns

Alison Terrey

Colin O'Neill

Gary Cooper

Julia Cassidy

Jennifer Elvery

Andrea Alchin

Alyn Cooper

##### Apologies:

Peter Chapman

Jo-Anne Desailly

Kerry Esmond

Melissa Goodingham

Kevin Collins

Daryl Bathe

Nicole Kapernick

#### 1.2 Prayer

Prayers offered by attendees.

### 2 General Business

#### 2.1 Minutes of the previous meeting

##### 2.1.1 Confirmation of the Minutes of 28 May 2019

- a. Draft minutes of the SBU meeting #3 on 28 May 2019 were exchanged prior to the meeting.
- b. Following discussions, the tabled Minutes of Meeting 3# (28 May 2019) were confirmed.
- c. Employer representative advised that, due to commitments, Peter Chapman will attend some meetings in the future with Nicole Spohn to continue representing EREA when he cannot. Nicole will still attend even when Peter is available for the purposes of continuity.

## 2.2 General Business

- 2.2.1 Business Arising from the previous meeting  
Nothing to report.

## 2.3 Procedural matters

- 2.3.1 Status of Negotiations/Form of Agreement
- a. Employee representatives procedurally noted that they are attending these meetings in the context of the Single Interest Employer Authorisations (SIEA) and are attending for the purposes of negotiating separate agreements with each employing authority
- 2.3.2 Scope of Agreement
- a. Employee representative queried whether further information regarding the early child care education centres would be provided. Employer representatives confirmed that their position was outlined in the previous meeting.
  - b. It is employee representatives' view that early childhood education centres should be incorporated into the agreement(s).

Employee representatives noted that the scope of any agreement is itself subject of negotiation consistent with the Stuartholme and others Decision.

### 2.3.3 Communications

- a. It was noted that the minutes had been made available on the EB9 website.
- b. Employee representatives confirmed they had communicated with their members.
- c. Employer representatives confirmed employers communicated with their employees.

### 2.3.4 Sub-committees

#### 2.3.4.1 Claim Item 7.2.6 Technical Amendments

- a. Employee and Employer representatives have corresponded via email regarding future meeting dates and this will be confirmed out of session discussed further.

#### 2.3.4.2 Nursing Provisions

- a. Employer representatives will be meeting with the QNMU this week.

## 3 Employer and Employee Log of Claims

### 3.1 Employee Log of Claims – Tabling of Provisions

#### 3.1.1 Contemporary Remuneration

- Middle Leader, Senior Leader and HALT Principles (Employer response)
  - a. Employer representatives outlined their response to employee representatives' proposed ML/SL remuneration principles tabled at SBU#3 as follows:
    - i HALT and ML/SL provide two separate career pathway options for teachers with different foci and different application/certification processes
    - ii Increases to ML/SL rates were previously and positively considered by employers in discussions prior to these negotiations, however they were unable to be finalised.
    - iii Employers will continue to consider the rates for ML/SL roles as part of these negotiations and will do so as part of the total package to be offered to employees.
  - b. Employee representatives queried employer response regarding the principle of remuneration aligning with public sector outcomes. Employer representatives advised there is a need to compare like with like and the outcomes in the public sector for promotional positions are currently unknown. Employer representatives will consider the known public sector outcomes.

Employee representatives noted the employer representatives' response in relation to this item.

- Claim Item 5.4: Highly Accomplished and Lead Teacher Salaries – *clause tabled*
  - a. Employee representatives tabled a document outlining claim for HALT salaries that aligns with public sector outcomes that are currently known (ie. for 1 July 2019) with future general wage increases applied in subsequent years. The same certification process, overseen by the Queensland College of Teachers, covers both sectors.
  - b. Employers to consider.
- Claim Item 4.1.1: Remuneration Levels for Middle Leaders
- Claim Item 4.2.1: Senior Leadership Salary Rates – *clause tabled*
  - c. Employee representatives tabled a document outlining proposed salary rates for ML/SL noting the following:
    - i Based on the understanding of the public sector (EQ) union claim (QTU) of a 10% increase to promotional positions plus general collective bargaining outcome;
    - ii QTU claim includes pursuing provision for pastoral and other positions with entitlement to release time.
    - iii *Tier 1*: employee representatives are open to an allowance being paid at Tier 1 with 3% per annum increases plus general agreement wage increases each year.
    - iv *Tier 2-5*: rates are substantive based on employers' position to have substantive rates (rather than allowances) during discussions prior to these negotiations. Employer representatives propose a 3% increase per year plus general wage increases each year. Complexity loadings should remain as an allowance. Employee representatives are open to a consideration of phased increase of new 10% over the length of agreement – it is accepted that an immediate 10% increase is improbable. Employee representatives noted it was very deliberately identified and considered position regarding the phasing over time.
    - v *Complexity Loading*: employee representatives view 'complexity loading' as an allowance as per the Principles that were outlined.
    - vi *Senior Leaders*: principals have had parallel rates with EQ, but now Catholic Senior Leaders are a matter of hundreds of dollars ahead. Reference to APRE was created 20 years ago and as outlined in structural changes in last meeting, proposed reference is just to AP and DP. In terms of salary rates:
      - require comparability with ML rates
      - For APs, remove current level 1 rate and add a new level 3 rate equivalent to DP level 3
      - For DPs, remove current level 1 and add a new level 5 and creation of a new level 6, but will be renumbered 1-5. Employee representatives will consider phasing in 10% over time. QTU making similar claim in SL space and employee representatives are replicating this in terms of their wages position.
    - vii Employee representatives have taken into consideration aspects of their current understanding of previous employer position; the QTU claim with EQ and phasing in increases over time.
    - viii There has been no consideration to transitional provisions as yet.
  - b. Employers to consider.

- Claim Item 5.5: Salary rates for Guidance Counsellors – other than BCE – *clause tabled*
  - a. Employee representatives tabled a document outlining claims for wages for Guidance Counsellors (other than BCE) and Career Counsellor/Advisor (Teacher) noting the following:
    - i Propose removal of current first step of both scales to be above top teacher step;
    - ii Insert an additional step on top of the current 3rd step for providing further advancement opportunity.
    - iii Transitional arrangements would need to be considered.
  - b. Employers to consider.
  
- Claim Item 5.1: Annual Wage Increases – *clause tabled*
  - a. Employee representatives tabled a document outlining salary claims for teachers, school officers and services staff noting the following:
    - i the current Queensland Government wages policy is 2.5% and reference to applying public sector increases
    - ii for school officers and services staff a flat dollar amount or % increase applied, depending on the greatest outcome (the flat rate is based on 2.5% of level 3 step 1 weekly rate)
    - iii reference made to ML/SL rates in proposed clause 4.1.1(e) – (noted refers to Schedule 4 rather than Schedule 1).
    - iv Operative dates for increases based on previous agreements being 1 July for teachers and 1 May for school officers and services staff.
  - b. Employer representative noted the date of last increase in 2022 and whether employee representatives open to a 4 year agreement. Employee representatives noted that the date may be reflective of the time expected to negotiate the agreement.
  - c. Employers to consider.

### 3.1.2 Other Matters

- Claim Items 5.3.1 and 5.3.2: IPRASS Benefits – *clause tabled*
  - a. Employee representatives tabled clauses proposing changes to the IPRASS schedule noting the following:
    - i proposed change that level 4 centres will continue to receive payment after 5 years (one employer currently does this)
    - ii S7.5.4 relates to Townsville and S7.5.5 relates to Cairns requiring updating figures by CPI for Brisbane.
    - iii S7.5.6 is new section for Toowoomba regarding accommodation allowance with a review each March in line with Brisbane CPI
    - iv looking to use Brisbane CPI increases as most commonly available rather than relevant locality and in S7.8.2 proposing inclusion of Weipa, which is a technical change and should not be controversial for Cairns to include. Employee representative also noted there are discussions with Cairns in relation to accommodation for Cooktown.
  - b. Employers to consider.
  
- Claim Item 6.2: Community Respect for the profession – *clause tabled*
  - a. Employee representatives tabled proposed changes to clause 10.5 outlining an obligation in the enterprise agreement for workplace harassment policies to cover parents and students and not only employees. The proposed clause arose following a concern raised by a teacher about harassment from a community member, in which an employer noted a policy did not cover the situation. Employee representatives want a clear mechanism as a reference for members of the school community who may be acting inappropriately.

- b. Employer representatives stated the following:
  - i concern that the proposed enterprise agreement was seemingly extending beyond the employer and employee relationship;
  - ii there is already a legal obligation for employers to provide a safe workplace for employees and that a further obligation outlined in an enterprise agreement is unnecessary;
  - iii the issue is more appropriately dealt with in arrangements between schools and parents, such as enrolment agreements;
  - iv mission statements of schools outline expectations of respect amongst members of the school community;
  - v there is agreement that harassment of staff is not acceptable and needs to be addressed when arises; however, the parties differ on whether the proposed clause in an enterprise agreement is appropriate to address such issues.
- c. Employee representatives again clarified that the intent was that a policy in regard to harassment from a member of the community in fact existed. The claim did not go to the content of such a policy and thence the claim did not seek to bind members of the community to a policy.
- Claim Item 1.5: Transition to Retirement – *clause tabled*
  - a. Employee representatives tabled proposed changes to clause 3.11 to align with *Fair Work Act* and to provide transition to retirement arrangements that may continue longer than the usual shorter time frames for flexible work arrangements.
  - b. Employer representatives queried whether it would be more appropriate to provide a link to the relevant legislative provision, which would exclude the need to update the enterprise agreement in relation to future potential legislative changes.
  - c. Employee representatives were open to considering an employer proposal in this regard but believed the current clause had wider application than the legislative provisions. Employer representatives will provide a draft clause and believed the legislative provisions had the same effect (ie. requests for flexible work arrangements could be refused only on reasonable business grounds).

### 3.1.3 Clarity of Agreement

- Claim Items 7.2.3: Proportion of Salary formula (RI Schools) – *clause tabled*
  - d. Employee representatives tabled a clause proposing a change to the Religious Institute Agreement as to how many weeks constitute a standard year, including a reference to boarding school duties. This proposal did not apply to the Diocesan Agreement.
  - e. Employers to consider.
- Claim Item 7.2.5: Flexible Learning Centres – *clause tabled*
  - a. Employee representatives tabled a new schedule to cover arrangements for Flexible Learning Centres (FLC) noting the following:
    - i this followed a joint working party formed in 2017 including representatives from Cairns, Toowoomba and EREA in which certain principles were developed
    - ii for youth workers, there was no clear outcomes, but can be dealt with in school officer classification review.
    - iii meal break provisions for mobile FLCs did not work, and employee representatives seek to maintain current arrangements for meal breaks.
  - b. Employers to consider.

- Claim Item 7.2.7: Instrumental Music Teachers (new claim) – *clause tabled*
  - a. Employee representatives tabled new clauses relating to music specialists and noted the following:
    - i acknowledged this is a new claim and raised after the initial log of claims tabled and there has since been strong advocacy from members;
    - ii the tabled document is a preliminary draft and does not take into account all of the nuances of arrangements (eg. contractual arrangements with parents are not intended to be covered) and only covers the arrangements where clearly employed by school authorities;
    - iii there are some with teacher qualifications and some without;
    - iv document to be reviewed by both employer and employee representatives;
    - v the document requires review to check if it aligned with what is happening in other sectors;
    - vi advocating that term time employment does not apply (X1.2);
    - vii seeking to formalise current *ad hoc* arrangements; and
    - viii following a question, employee representatives clarified that it would cover employees conducting single instruction, but also ensembles and larger bands, but not curricular music undertaken by a music teacher.
  - b. Employee representatives stated this will be a work in progress and expect to table an amended document at the next meeting.
  - c. Employers to consider.
  
- Claim item 4.1: Middle Leadership – *clause tabled*
  - d. Employee representatives tabled an updated change to Schedule 4 (see page 15) with a proposed clause for Year 11-12 only schools with an additional unit allocation referencing the next highest enrolment band.
  - e. Employers to consider.
  
- Claim Item 2.1: Guaranteed entitlement to professional development
  - a. Employee representatives tabled an updated clause in relation to this claim taking into account comments made by employer representatives in previous meetings and noted the following:
    - i added “regular and sustained” professional development with a “guide” of 10/5 hours per annum;
    - ii reference to a “personal professional development plan”.
  - b. Employers to consider.

Employee representatives stated they have, as of today, tabled the details of proposed changes outlined in their log of claims. Employee representatives also noted that this is not the process that they are used to. Employee representatives are used to seeing tabled papers relating to the employers’ position. Employee representatives have difficulty in determining a response to an employer position when it is not stated in a formal document.

## 3.2 Employer Log of Claims

### 3.2.1 Employer Log of Claims – Items for Tabling

- Boarding Supervision Staff
  - c. Employer representatives advised some further consideration of the proposed changes was required by some employers. Accordingly, no clause was tabled for employee representatives’ consideration.

### 3.3 Employee Tabled Provisions – Matters under consideration

- 3.3.1 Claim Item 1.1.1: Increase to Planning Preparation and Correction Time (PPCT)
- 3.3.2 Claim Item 1.1.2: Additional release time for collaborative planning
- 3.3.3 Claim Item 1.2: Before and After School Activities
- 3.3.4 Claim Item 1.6: Contemporary Hours of Duty – Teachers
- 3.3.5 Claim Item 1.4: Enhanced support for new programs or initiatives
- 3.3.6 Claim Item 6.1: Genuine Consultation with education practitioners+
- 3.3.7 Claim Item 6.3.1: Class Sizes
- 3.3.8 Claim Item 6.3.2: Allocation of Learning Support Resources
- 3.3.9 Claim Items 4.1.2, 4.1.3, 4.1.4, and 4.2.2: Positions of Middle and Senior Leadership (Structure)
  - a. Employer representatives noted that no responses would be provided to the above items at this meeting, as discussed and understood at the last meeting.
- 3.3.10 Claim Item 7.1: Parental Leave
  - a. Employer representatives considered their position further and confirmed that the response outlined at the previous meeting was reasonable and noted the following:
    - i the response extends existing provisions;
    - ii the response maintains that paid paternity leave will offset any primary carer leave entitlement;
    - iii the response will provide conditions not provided for in the public sector and noted that 2 weeks of paid paternity leave applies Catholic schools while one week applies in state schools.
  - b. Employee representatives requested that a draft clause be provided as the employer position is still unclear without this and this is not the process that employee representatives are used to and is causing frustration.
  - c. Employer representative advised that the employer position is clearly minuted and noted the large volume of claims made by employee representatives that require consideration. For next meeting, a clause will be drafted in line with the position of employers noting that Schedule 10 [Schedule 9 in RI Agreement] covers matters outlined in the NES and a review of the various sources of parental leave in the enterprise agreement will be considered as part of drafting a consolidated clause.
- 3.3.11 Claim Item 1.8: Cultural Leave
  - a. Employer representatives considered their position further, which remains the same as outlined in previous minutes and is reasonable and provides superior entitlements to those applying in EQ.
  - b. Employee representatives stated the response is disappointing and not consistent with views expressed by the Catholic Church on reconciliation. The Catholic Church has a significant outreach to indigenous people and a commitment to reconciliation.

### 3.3.12 Claim Items 3.1 and 3.2: Fixed Term

- a. Employer representatives advised:
  - i employers are still considering their position and seeking a way to fundamentally reduce fixed term employment whilst having an ability to respond to changing school and student requirements; and
  - ii proposing discussions by a smaller group of employee and employer representatives outside of SBU to discuss the issues, interests and options to see how to move forward and then report back to the SBU – this is considered most efficient way to consider the matter.
- b. Employee representatives will give consideration to the proposal and will advise tomorrow of its response, but noting there must be feedback at the next SBU meeting.

### 3.3.13 Claim Item 1.3: Continuous Hours for all school staff

- a. Employer representatives had considered the employee representatives' proposal and advised:
  - i employers respect the professionalism of teachers to use their time appropriately and professionally and respect the professionalism of timetabling teams that perform a difficult task (with the needs of students being a priority) whilst also taking into account the interests of employees where this can reasonably be done;
  - ii employees are encouraged to raise concerns at school level in regard to timetabling; and
  - iii employers do not agree to the proposed changes and are committed to working within existing agreement provisions for teaching hours.

### 3.3.14 Claim Item 3.3: Certainty of Hours for part time employees

- a. Employer representatives note this issue relates to the discussions proposed in relation to fixed term employment (item 3.3.12 above).

### 3.3.15 Claim Item 5.2: Superannuation/Salary Packaging

- a. Employer representatives confirmed their position remained as outlined in the previous meeting, which was minuted.
- b. Parties then discussed the removal of clause 4.15(b) and whether "personal fund" referred to a compliant SMSF or a non-compliant personal fund. The parties agreed compliance with legislation is the main goal and this can be considered as part of technical sub-committee.

### 3.3.16 Claim Item 1.7: Professional School Officer Support and Supervision

- a. Employer representatives have considered the matter further and do not believe the existing clause needs amendment and is workable. Discussions regarding relevant administrative tasks for school officers should be considered as part of the proposed classification review rather than making additions to clause 8.8.1.
- b. Employee representatives noted the employers' comments in relation to this matter.

### 3.3.17 Claim Item 2.2: Career recognition and remuneration (School Officer Joint Working Party)

- a. Employer representatives considered the employee representatives' proposal further and confirmed a review of the classification structure is appropriate, but not in the way proposed by employee representatives – i.e. with a small number of representatives having immediate meetings. Employers want to consult widely first amongst themselves and identify issues before having joint meetings. Such joint meetings could occur during 2020 with a view to implementation commencing in 2021 as per employee representatives' timeline outlined previously.
- b. Employee representatives stated the track record of working parties resolving issues within 12 months is nil.



### 3.3.18 Claim Item 2.3: Recognition of professional duties and responsibilities

- a. Employer representatives noted employers considered this matter further and maintain that the proposed clause is unnecessary and would create potential confusion as to what should be clear - employees are paid for work required to be performed. In relation to previous conversations about performing professional development on non-rostered days, the agreements already provide for this and there is clarity about a direction being given to attend and what compensation applies (eg. clause 10.3.4(e)).
- b. Employee representative asked whether school officers should submit overtime claims for work undertaken in their own time (eg. shopping for resources). Employer representative stated overtime needs to be specifically authorised and there should be a discussion at the workplace if there are concerns about workload and timeframes for completion so that work can be prioritised, or additional hours approved.
- c. Employee representatives stated that an employee should not have to raise the issue to be professionally respected. The employer should engage with a school officer about workload if it is known an employee is working hours in excess of rostered hours and is unpaid for the additional hours worked.
- d. Employer representatives stated if issues are not known and not being raised, they are unlikely to be addressed, but the employee comments provided will be referred to employers. The proposed clause is still not considered an appropriate provision to include in the agreement to address such issues if they arise.

### 3.3.19 Claim Item 2.4: Locality Allowance extended to all staff

- a. Employer representatives considered the matter further and the employer response is unchanged from that outlined at the last meeting, namely, the payment of locality allowances is not agreed to be extended beyond teachers.

### 3.3.20 Claim Item 2.5: Annualisation of Salary

- a. Employer representatives confirmed agreement to extend annualisation to services staff and noted the following:
  - i there may need to be consequential amendments for the hours clauses of services staff to align with school officers, but this can be considered by technical amendments sub-committee meetings; and
  - ii employers cannot commit at this stage to one standard annualisation arrangement due to systems currently in place with employers.

### 3.3.21 Claim item 7.2.1: Split Shifts

- a. Employer representatives confirmed employers agree to reinstate split shift penalties and noted the following:
  - i such penalties would not apply to boarding supervisors in the context of the role and outcomes from EB8; and
  - ii employers will propose a flat dollar amount payment, which will be tabled in the future.

### 3.3.22 Claim Item 7.2.2: Definition: Continuous Service

- a. Employer representatives noted the issue giving rise to the employee claim is still being clarified and employers consider the proposed clause is unnecessary given legislative provisions covering the issue (s22 of *Fair Work Act* and *Industrial Relations Act (QLD)* in relation to long service leave) that employers apply.
- b. Employee representatives will consider legislation.

## **4 Next Meeting**

### **4.1 Agenda**

4.1.1 Employer Representative to chair and provide prayer for next meeting

4.1.2 Discuss agenda for next meeting

4.1.3 Date of meeting: Wednesday 26 June 2019 at 9:30 to 3:30pm

- a. Employee representatives noted that significant details of employee claims have now been tabled and time is required to consider all of them. Employer representative proposed to set aside next SBU date to allow this to happen, also have discussions regarding fixed term and technical amendments meeting and finalise draft clauses. Therefore, next meeting is proposed to be on Tuesday 16 July 2019.
- b. Employee representatives noted the current schedule of meetings has come from employers and employee representatives recognise the short time frames between meetings, but they have supplied clauses in accordance with those time frames, whilst employer representatives have not been able to do so, which makes progress difficult. In the past meetings have been every third week and this can be considered by both sides for future meetings.
- c. Employee representatives would also like two technical amendment sub-committee meetings if the next current meeting date is set aside. The onus is on the employing authorities to respond to the tabled claims.
- d. Parties will consider meeting dates out of session.

## **5 Other Business**

### **5.1 Future Meeting dates**

## **6 Close of meeting 1:00pm**