

EB9 SBU Meeting #6

Tuesday 30 July 2019 10:00am – 3.30pm

MINUTES

1 Welcome

1.1 Attendance and apologies

Employee Representatives:

Terry Burke

Ian Hughes

Monique Roosen

Kerry Esmond

Brad Hayes

Marie Sellin

Terri-an Nolan

Andrew Elphinstone

Paul Giles

Jo-Anne Desailly

Mark Rieken

Employer Representatives:

Ray Kelly

Deb Crotty

Andrea Alchin

Alyn Cooper

Alison Terrey

Nicole Spohn

Julie Payne

Julia Cassidy

Jennifer Elvery

Colin O'Neill

Gary Cooper

Apologies:

Melissa Goodingham

Nicole Kapernick

Mark Harris

Peter Chapman

Meeting commenced 10:00am following caucus of representatives.

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 16 July 2019

a. Draft minutes of the SBU meeting #5 on 16 July 2019 were exchanged prior to the meeting.

b. The exchanged Minutes of Meeting #5 (16 July 2019) were confirmed.

2.2 General Business

2.2.1 Procedural Matters

a. Status of Negotiations/Form of Agreement

Employee representatives noted 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.

b. Scope of Agreement

- i. Employee representatives noted that the scope of any agreement is itself subject of negotiation consistent with the decision of the FWC regarding Stuartholme and others.

Early Childhood Education Centres

- ii. Employee representatives tabled a news article dated 21 July 2019 regarding the opening of a kindergarten in Bundaberg and repeated previous concerns regarding agreement coverage for early childhood employees of Catholic education employers. Employee representatives are seeking to negotiate agreements covering those employees with Rockhampton Catholic Education and other employers and is seeking clarity as to who they need to negotiate.
- iii. The Employer representatives stated that these negotiations are for current agreement and the coverage clauses are clear in their view. As stated in previous meetings, employee representatives are invited to contact relevant employers, including Rockhampton Catholic Education to clarify any issues.

c. Communications

- i. It was noted that the minutes of meetings will be made available on the EB9 website.
- ii. Employee and employer representatives confirmed they had communicated with members and employees respectively.

d. Sub-committees

- i. Claim Item 7.2.6 Technical Amendments
 - Employee representatives forwarded suggested meeting dates to employer representatives on 25 July 2019 for consideration. Employers to confirm the further meeting date.
- ii. Insecure Work.
 - Employee representatives forwarded suggested meeting dates on 24 July 2019 to employer representatives. Employer representatives to confirm the further meeting date.
- iii. Nursing Provisions.
 - Employer representatives advised there has been no further progress to report since the last meeting, but there are no concerns regarding this process holding up negotiations.

2.3 Business Arising

2.3.1 Education Queensland – Negotiated Outcomes

a. Part-time incremental advancement

- i. Employee representatives:
 - noted the outcome from EQ negotiations that part-time teachers will increment annually irrespective of their part-time fraction or how many hours per week are worked.
 - tabled new draft clauses amending clause 7.16 for Part-Time Teachers and clause 8.3 for School Officers and Services Staff.
 - saw merit in tabling the clauses and the rationale to support part-time employees who are predominantly women and are a large component of the workforce.
 - The merit of this claim would enable part time employees, to incrementally progress after completing 12 months of service with the employing authority.
- ii. Employer representatives queried whether full-time employees may be concerned that pursuant to the proposal, they would after 8 or 9 years of full-time experience be on the top salary level with someone who has worked a small part-time fraction for the same number of years.

iii. Employee representatives did not believe there would be those concerns or that such concerns would be relevant to the core issue of progression.

b. Revised Salary/wages claim of Employee Representatives

- i. Employee representatives confirmed they requested a meeting with employer representatives on 23 July 2019 to outline a revised wage position as a result of EQ outcomes. Employee representatives now officially withdraw the previous wage position and tabled a revised wages and salary claims.
- ii. Employee representatives noted the following highlights of the formally tabled revised claim:
 - Wage increase for classroom teachers of 2.5% per annum (compounding);
 - Introduction of a Proficient 9 with a salary rate of \$110,500.
 - Highly Accomplished and Lead Teacher rates replicate public sector outcomes;
 - MLs Tier 1 - 12% increase of 4% per annum to allowance paid
 - MLs Tier 2 -5 to receive substantive salary rates as outlined in the tabled document, noting the phased dollar increases;
 - SLs structure - DPs to receive same rates as EQ equivalent with the removal of some lower salary levels, noting the Catholic rates have been slightly higher in current agreement. APs do not have clear equivalent in EQ and the lowest level is removed with additional level added at the top. APs would access only one level of the DP rates and two derived rates below that paid rate.
 - A one-off payment of \$1250 for classroom teachers, Tier 1 ML and school officers and services staff. School officers and services staff would also be in receipt of a flat dollar increase for each year of the proposed agreement.
- iii. Employer representatives queried the rationale of \$1250 payment. Employee representatives stated there has been a foundation for 30 years of aligning with public sector and in turn the payment should be extended to School Officers and Service Staff.

3 Matters under Negotiation

3.1 Response to Employer tabled positions

3.1.1 *Employer Claim Item 1: Boarding Supervision Staff*

- a. Employee representatives responded to the above claim with an understanding of there being two positions:
 - i. Employee representatives have no objection to the averaging of maximum hours over a 2-week period and are agreeing in principle to averaging of hours;
 - ii. Regarding board/lodging and further to the comments of the last SBU meeting, following enquiries, employee representatives believe the payment/deduction concept is outdated. Also, one of the basis of the EB8 agreement to the wage rate was that board and lodging was included. The employee representatives reject the employer position.
- b. This was noted by the employer representative.

3.1.2 *Claim Item 7.1: Parental Leave -updated clause tabled*

- a. Employee representatives referred to the draft parental leave clause tabled by employers at the last meeting and stated:
 - i. no objections in principle to bringing the various EA provisions into one part of the EA (eg. Schedules 10 and 12);
 - ii. the need to streamline personal and compassionate leave clauses was acknowledged
 - iii. it was not appropriate to include hyperlinks to NES legislation in the clause as impractical and the incomplete nature of the provisions. The provisions should be comprehensive.

- b. Employee representatives tabled a further draft clause not relying on links, but bringing all the relevant provisions together. The clause included boxed commentary with explanations of changes, which employee representatives explained. Employee representatives recommended referring the clause to the Technical Amendments Sub – committee for further consideration.
- c. Employee representatives noted a number of concerns with the employer tabled document, such as:
 - i. Requiring agreement as to when to take paternity/spousal leave;
 - ii. Wording saying that paid parental leave could be 'up to' 14 weeks;
 - iii. Use of the word 'continuing'
 - iv. Use of phrasing and/or terminology;
 - v. Application to teachers and school officers in regard to public holidays and vacation periods;
 - vi. Omission of notification of accessing a subsequent period of parental leave;
 - vii. Omissions regarding clauses for still birth and miscarriage;
 - viii. Links to the NES for unpaid parental leave (see below).
- d. Employer representatives' position is still for the EA to include hyperlinks for the unpaid parental leave provisions in the NES on the basis that:
 - i. the links will be embedded in the EA, including the FWC approved version, which schools or employees will not need to update;
 - ii. links ensures the EA does not fall behind any legislative beneficial changes;
 - iii. the proposed EA will be formatted to enable the contents page to be linked and much better search functions for employees; and
 - iv. it will enable employees to find relevant information more quickly, rather than having additional pages.
- e. Employer representatives agreed that it is appropriate for parental leave to be considered at a Technical Amendment Sub-Committee meeting.

3.1.3 Claim Item 7.2.3: Proportion of Salary formula (RI Schools)

- a. Employee representatives had considered the employer draft clause at last meeting and commented on the deleted words "*such additional time will be identified at the beginning of each year*", which need to remain. Also queried the generality of some wording, for example, could the "*number of weeks*" include partial weeks.
- b. Employer representatives agreed to include the deleted words and confirmed that the draft intended to cover partial weeks if teachers were only required to attend work for some days of a school vacation when students not in attendance, whether it be professional development or for fulfilling boarding responsibilities.
- c. Following discussions, employee representatives agreed to consult with members in boarding schools and provide further response.

3.1.4 *Claim Item 1.5: Transition to Retirement (Flexible Working Arrangements) – revised draft clause tabled*

- a. Employee representatives tabled a revised draft clause for employer consideration, merging the first version with the employer’s proposal whilst retaining areas of existing clauses in conjunction with NES. The bold sections of the tabled clause could be employer or employee changes.
- b. Employee representatives talked to the tabled clause. Employee representatives noted the discussion with employer representatives and the difficulty employer representatives will have with certain aspects of the clause.
- c. Employer representatives agreed the clause could be further considered as part of Technical Amendment Sub-Committee.

3.1.5 *Claim Item 7.2.8: Personal/Carers Leave and Compassionate Leave – revised draft clause tabled*

- a. Employee representatives tabled a revised draft clause for employer consideration. The clause tabled by employers at the last SBU only dealt with compassionate leave. The employees have combined personal/carers leave and compassionate leave in the tabled draft clause.
- b. Employer representatives queried the need to delineate between short and long term casuals and why not just refer to casuals. Employee representatives stated there has been a discussion in the sector for some time due to employment practices, but will consider the issue in relation to casual employees.
- c. The parties agreed the clause could be further considered as part of Technical Amendment Sub-Committee.

3.1.6 *Claim Item 6.1: Genuine Consultation with education practitioners – tabled revised draft clause*

- a. Employee representatives responded to employer proposed clause tabled at last meeting by tabling a revised employee draft clause for employer consideration:
 - i. deleting ‘*is considering*’ in 2.2.1 acknowledging the issues raised by employers; and
 - ii. suggesting the addition of ‘*has made an in principle*’ decision.
- b. Employer representatives queried the obligation to notify the union even though:
 - i. There may be no union members affected and employer would not necessarily know if it was the case or not;
 - ii. The employer draft made it clear that a union member may seek the representation of the union during the consultation process and such representation must be recognised;
 - iii. Some employers may decide to provide the union with a “heads up” of change as their approach, but some employers would prefer to ensure that the first people to know and be contacted about any proposed change are the employees affected – not hear about it through a third party.
- c. Employee representatives noted it is an issue about what working relationship employers wanted with the union/employee representatives as to what provisions the employers pressed.
- d. Employer representatives stated the tone of working relationship is not created by EA provisions, but by the parties themselves and employers have no problem with employees seeking the representation of the union if they wish that to occur. Employer proposal is based on the legislative model term for consultation. Employee representatives noted that the collective agreement guides a good relationship with the employing authority(ies).
- e. Employer representatives to formally consider the proposed employee representatives’ changes.

3.2 Response to Employee tabled positions

Employer representatives responded to agenda items in following order and provided its offer in response to employee representatives' claims as follows:

3.2.6 *Claim Item 5.1: Annual Wage Increases*

- a. Employer representatives stated:
 - i. Employee representatives claim has been considered and employers agree to the 2.5% per annum general wage increase including comparison with flat dollar amounts;
 - ii. As employee representatives noted previously, the Queensland Government wages policy dictates that backpay is to the first of the month in which the parties reach in principle agreement. Although that policy does not apply to these negotiations, employers will guarantee back pay to 1 May and 1 July for respective employees if negotiations are finalised by early Term 4 as parties have discussed as being a reasonable time frame.
 - iii. Additionally, as has happened in the past, employers are open to paying backpay to employees following a successful ballot of a proposed EA, rather than waiting for approval by the FWC, which could be some months later. Accordingly, if negotiations resolved within discussed time frame, employers would aim to make those payments before Christmas where possible.
 - iv. Employers do not agree to the \$1250 one off payment to all employees as claimed by employee representatives.

3.2.2 *Claim Item 4.1.1: Remuneration Levels for Middle Leaders*

3.2.3 *Claim Item 4.2.1: Senior Leadership Salary Rates*

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

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

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

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

3.2.10 *Claim Item 4.3: Appointments to Acting Leadership Positions*

- a. Employer representative stated employers have given significant consideration for some time and acknowledge the important roles of ML/SLs in schools. Employers do not agree to the position tabled by employee representatives at the recent meeting, but there are important issues that can be agreed, which are a focus. Employers tabled a document outlining the offer for ML/SLs and stated:
 - i. Employers' position from 1 July 2021 essentially align with key outcomes of the employee representatives' claim with main differences being:
 - Employers' position is to transition to those rates in 2021;
 - employers want to essentially retain current structures and EA provisions for ML/SLs and not include proposed employee representatives' changes;
 - In relation to MLs Tiers 2-5 who are on Proficient 1-4 (essentially 5 years or less experience and taking account of remote/rural schools) employers wish to maintain allowance model. For MLs Tiers 2-5 on Proficient 5-8, a substantive salary would be paid.
 - In relation to the substantive salary for ML Tiers 2-5, they would transition based on Proficient 7 plus the allowance from 1 July 2019 P7 and based on Proficient 8 plus the allowance (removing the cap) from 1 July 2021, which at that time aligns with employee representatives' claim. When MLs increment from Proficient 4 to 5, the relevant substantive salary will apply.
 - In relation to Tier 1 MLs, retain allowance with transition to cap from 1 July 2021 to Proficient 7 and from 1 July 2021 to Proficient 8 plus allowance, but do not agree to increase in allowances sought by the employee representatives.

- Employers acknowledge rationale of employee representatives' claims, but require time to adjust to the outcomes.
 - Also employers, as part of the offer, are seeking provision in EA to enable reviews of current school ML structures in consultation with staff, even if mid-tenure, as employers need to the ability to cater for the financial implications of the offer in a responsible way where necessary.
 - In relation to SL roles, increases have been provided taking into account ML increases, which from 1 July 2019 has included deletion of current bottom levels for AP and DP roles, while adding a new level on top to AP roles. For DP roles delete current level 1 and, maintaining 4 remaining levels.
- b. Employer representative stated the employers have carefully considered all the employee representative claims for ML/SLs and the above offer is in response to all those claims and the employers do not agree to further regulation of EA provisions for ML/SL professionals. In particular, employers do not agree to regulate structures in primary schools as they are different across the state and employers want to be able to maintain individual school responses to changing needs and local circumstances. Employee representatives drew attention to their claim that the proposed clause referred to these positions of 'howsoever named' and sought to give employers local decision making while still proposing a basis of salary and conditions.
- c. Employee representative queried the deletion of bottom levels of AP and DPs and how they will transition. Employer representative stated transitional arrangements are not finalised, but not intended that all employees will move up an increment, but any employee on the deleted level will need to move to new level. It was also noted by employer representatives that EQ promotional positions increment on a biannual basis, where the catholic employer position is to maintain annual increments.

3.2.1 *Claim Item 5.4: Highly Accomplished and Lead Teacher Salaries*

- a. Employers representatives stated, as outlined in the tabled document, the rates for HAT and LT align with the employee representatives' claim. Employers do not agree to the addition of a new Proficient 9 level as proposed and believe the current teacher classification is appropriate with HAT and LT.

3.2.11 *Claim Item 1.1.1: Increase to Planning Preparation and Correction Time (PPCT)*

3.2.12 *Claim Item 1.1.2: Additional release time for collaborative planning*

3.2.13 *Claim Item 1.2: Before and After School Activities*

3.2.14 *Claim Item 1.4: Enhanced support for new programs or initiatives*

3.2.15 *Claim Item 1.6: Contemporary Hours of Duty – Teachers*

- a. Employer representatives have considered all employee representatives' claims regarding teachers' hours and have considered support currently provided to teachers and responsible financial stewardship. In this regard employers do not want further regulation of what are currently highly regulated EA provisions for professionals and are offering:
- i. To reduce contact time for primary teachers by 30 minutes (from 24hrs/40mins to 24hrs/10mins – pro rata for part-time employees) to commence no later than the 2022 school year – some employers may implement this prior to that date if able to do so;
 - ii. To use the reduced contact time to provide collaboration opportunities, which are important for teachers as noted in employee representatives' claims. Employers do not want to specify in the EA how or when the collaboration will occur (eg. 1 day per term), but need to be able to implement that time as best suits the local needs of a school.
- b. Employee representatives queried whether the collaborative time will be banked and directed by administration? Employer representative advised it will be determined in a consultative way and will depend on circumstances of school and what is best for student outcomes.

3.2.16 *Claim Item 5.3.1: Level 4 Remote Area Incentives*

3.2.17 *Claim Item 5.3.2: Indexation formula*

3.2.18 *Claim Item 5.3.3: Remote area enhancements*

- a. Employer representatives stated employee representatives' claims have been considered and agree to:
 - i. the continuation of level 4 payments; and
 - ii. in principle, the CPI increases suggested, however more detailed consideration of proposal by employee representatives is required and further clarity will be provided at a future meeting.
- b. Toowoomba Diocesan employer representative stated the employer is seeking to remove the clause specific to it.

<The parties agreed to a caucus period in addition to the lunch break to allow employee representatives to provide preliminary response to employer offer.>

Employee representatives note that there are a series of clarifications in relation to a range of employer representative's positions.

1. Employee representatives noted as a general observation::
 - a. that they wish to consider the structural underpinnings of the EA as part of negotiations on a 3-6 year horizon. One of the key concerns regarding the employee log of claims and what Catholic Schools look like in 3 to 6 years and where the pressures are and outside the school structures.
 - b. That they are looking for a leadership in relation to the direction of Catholic schools and what employees are looking for from their employer.
 - c. A key concern is what do Catholic schools look like in that timeframe and query what is the employer's vision in this regard and what specific provisions are in mind? For example, why are employers rejecting ML structure in primary schools.
2. Employer representative stated the issues are very different within and across employers and employers are not seeking to regulate conditions in an EA based on what may be anticipated to specifically occur in the future. Employers want an EA in the future that enables them to be able to respond to future requirements and changes that is best for the different circumstances and requirements applying to each employer at that time.
3. The parties engaged in further discussions of the issue about ML structures and employee representative claims in relation to protection of middle and senior leader release time; appointment to acting positions and substantive salaries for small primary schools.
4. In relation to teacher workload claims, employee representatives queried:
 - a. Support for secondary teachers noting reduced contact time for primary schools in 2022. Employer representatives stated employers currently provide additional support above EA provisions where needed (eg. SATE implementation), but are not looking for further regulation of the EA. Employee representatives stated it is happening in some instances, but not in all schools.
 - b. Claim for restricting before and after school activities. Employer representatives advised employers do not have control of when employee meetings are scheduled as this is often done by MLs or other staff. Employee representatives advised they will reconsider the inclusion of employee meetings, but parent teacher interviews are within the control of the employer/Principal.
 - c. claim for support of students with learning support needs. Employer representatives stated the terminology proposed was broad and could apply to any student. Employee representatives stated the terminology is intended to be contemporary with NCCD and

employees are looking for an engaged conversation by their employer with them about the support required.

5. Employer representatives stated employers are providing support above what is provided in the provisions of EA and outlined the support that is being provided to staff. Employee representatives stated:
 - a. this is not the lived experience of all employees;
 - b. the employers are not offering any support by way of the EA negotiations other than 30 minute reduced contact time for primary teachers, which is an egregious response to teacher workload;
 - c. the claims tabled by the employee representatives are significantly measured from what employees were advising them; and
 - d. the claims are being put forward to employees as suggestions to address the issues.
6. Employee representatives stated it is not just about the money, but will consider the employer wages position, which is reasonably positive apart from a few gaping holes and will get advice from members. Employee representatives also noted that some matters have been responded to, but still require:
 - a. A response to employee representatives' revised position regarding professional development claim for school officers;
 - b. A tabled employer clause for cultural leave. Parties discussed the various feedback received about the use of terminology and "First Nation Peoples" may cause offence to some people. Employer representatives will provide a draft clause.
 - c. a response to the claim for Guidance Officers. Employer representatives stated employers have not fully considered at this point and will respond;
 - d. a response to claim for PD (Easter Twilights)
 - e. a response to claim for Flexible Learning Centres
 - f. a response to claim for Instrumental Music Instructors

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 – Employers looking at status log of claims. Agenda to be agreed outside of meeting.

5 Close of meeting: 2:30pm – Employee/Employer representative Caucus.