

EB9 SBU Meeting #7

Wednesday 21 August 2019 9.30am – 3.30pm

MINUTES

1 Welcome

1.1 Attendance and apologies

Employee Representatives:

Terry Burke
Ian Hughes
Monique Roosen
Mark Harris
Kerry Esmond
Krystal Pearson

Brad Hayes
Nicole Kapernick
Terri-an Nolan
Andrew Elphinstone
Daryl Bathe

Paul Giles
Jo-Anne Desailly
Mark Rieken
Melissa Goodingham
Kevin Collins

Employer Representatives:

Ray Kelly
Deb Crotty
Andrea Alchin
Julia Cassidy

Alison Terrey
Nicole Spohn
Alyn Cooper

Jennifer Elvery
Colin O'Neill
Gary Cooper

Apologies:

Peter Chapman

Marie Sellin

Julie Payne

1.2 Prayer

Prayer offered by attendees.

2 General Business

2.1 Minutes of the previous meeting

2.1.1 Confirmation of the Minutes of 30 July 2019

- a. Draft minutes of the SBU meeting #6 on 30 July 2019 were exchanged prior to the meeting.
- b. Following a discussion regarding amendments to the draft minutes, changes were approved by both parties and the exchanged Minutes of Meeting #6 on 30 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.
- ii. Employee representatives also advised they had written to Diocesan authorities about the status of the employment relationship in Early Childhood Education Centres.

c. Communications

- i. It was noted that the minutes of SBU meeting #6 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. Technical Amendments

- Employee representatives provided an update of the status of matters regarding the Technical Amendments meeting held on Friday 9 August 2019 where a range of issues were discussed. A further meeting is to be held on Tuesday 27 August 2019. The issues fall into following categories: matters agreed, matters under consideration and matters not agreed. Employee representatives will provide a copy of a document outlining the status of each matter to the employers. In relation to matters not agreed, employee representatives noted they will consider whether they will make submissions to the Fair Work Commission (FWC), drawing attention to certain matters as part of approval process.
- Employer representatives advised employers are still considering some of the issues and that issues are being worked through constructively and the meetings have been productive. Employer representatives also provided brief update on status of following matters:
 - Parental Leave clause being further considered
 - Personal/Carers Leave being further considered in relation to certain issues
 - Compassionate Leave clause being further consider in relation to certain issues
 - Application of the NES: Employers agreed to clause proposed by employee representatives
 - Flexible Working Arrangements clause being considered and expected to be able to be resolved.
- Employer representatives and employee representatives agreed that a further meeting would need to be scheduled. Confirmation of the next meeting will occur out of session.

ii. Insecure Work.

- Employee representatives:
 - advised further meetings of this sub-committee will be arranged between the parties outside of the SBU meetings;
 - understand that employers link the issue of reducing fixed term engagements with the ability to vary part-time hours as part of resolving the issue, but employee representatives consider the employer claim as separate and distinct;
 - will continue to consider any employer position to be put in the context of negotiations;

- tabled an amended version of their proposed fixed term clause based on progress of discussions to date and on the basis of their claim noting the following:
 - withdraw previous 3.6.1 (b) due to the understanding that employers have, or are, conducting reviews of fixed term employment and have indicated a commitment to ongoing annual reviews, which is referred to in the revised 3.6.1 (b).
 - at employers' suggestion, the revised clause now combines School Officers and Teachers;
 - new clause 3.6.3 noting general maximum of 12 months or balance of calendar year for specified provisions;
 - 3.6.4 – adjustment by way of change of language - “circumstances” believed to have broader application;
 - 3.6.5 rewording to note an identifiable short term need “includes” those identified as per below:
 - 3.6.5 a – inserted specified date for special projects;
 - 3.6.5 c – consistent with employee representatives' position that there must be a demonstrated connection to the funding;
 - 3.6.5 (d) – no change from existing language.
 - 3.6.5 e – considers employer view regarding short term appointments following resignations, but only for “balance of a calendar year” ie. a time frame was required;
 - 3.6.5 f - removed “significant” and specific reference to construction periods based on discussions of parties about temporary enrolment fluctuations;
 - 3.6.5 g - language change to update reference to “Senior Leadership”;
 - 3.6.5 h – change to ‘person’ given clause to apply to teachers and school officers.
 - 3.6.6 – for school officers, rolling funding averaging remains in proposed clause noting employee representatives yet to see updated variation of part-time hours position of employers;
 - 3.6.7:
 - a. - separating out different categories of employees, rather than in one clause as proposed by employers;
 - b. – employee representatives believe learning support employees require specific reference.
 - 3.6.8 – regarding leave replacements, previously rejected by employers to name person being replaced, so proposed clause requires identifying the nature of leave being taken is fundamental and needs to be specified. Following a query, employee representatives confirmed “recorded” refers to recorded in the appointment letter.
 - 3.6.10 – proposed changes noted and following a query, employee representatives confirmed the ability to take extended leave (eg. 15 months parental leave) was still covered in the provisions.
 - Employer representatives stated they are in the process of developing an updated clause regarding variation of hours and will consider the employees' revised fixed-term clause as part of those considerations.
 - Parties agreed a further date for next sub-committee meeting will be arranged outside of SBU.
- iii. Nursing Provisions.
- Employee representatives advised they had been kept up to date by QMNU official – Chris Murray noting some further clause changes to be updated.

- Employer representatives advised contact will be made with the QMNU regarding further progress.

3. MATTERS UNDER NEGOTIATION

3.1. Employer Claims

- 3.1.1. Services Staff – Part-time Provisions (Arising out of Technical Amendments Meetings)
- Employer representatives tabled a clause noting the following proposed changes:
 - Changes to S15.2.3 to address potential issues regarding the “Better Off Overall Test”, including discouraging part-time employment in certain situations;
 - S15.2.3 b)iii) amended to reflect engagement to be not less than 2 hours per day which is consistent with required hours of various service staff in regional areas (noting reference to split shifts provision to be re-inserted).
 - S15.2.3 b)vi) amended to replace “weekly” with “full time” employee
 - S15.2.3 b)viii) deleted
 - Employee representatives will consider proposed changes and respond at the next meeting.

3.2. Employer Response to Employee positions

- 3.2.1. Cultural Leave – updated clause tabled
- Employer representatives tabled a proposed clause based on the existing EA clause with wording to align in a number of instances with the employee representatives’ previously tabled clause referencing First Nations Peoples. It was noted feedback from relevant employer indigenous consultants varied as to appropriate wording. Changes in the employer proposed clause noted as follows:
 - 6.12.1 – preamble noted First Nations People as being Aboriginals or Torres Strait Islanders as well as employee representatives’ wording with the addition of ‘traditional lore’
 - 6.2.12 – represents employer position of 10 days leave, of which 2 days is paid per calendar year, non-cumulative
 - Deleted reference to accessing other leave as did not wish approved annual leave applications to be considered as part of 10 days cultural leave per year as separate leave, but open to discussion on this point
 - 6.12.5 (b) add consideration of impacts on ‘operations of school’ rather than “delivery of customer service” to more align with school context
 - 6.12.6 regarding notice, delete ‘if practicable’ as this is covered in following clause
 - Employee representatives to consider and respond at next meeting to the proposed employer changes noting there has been some positive advancement; however, it is yet to address some of the other considerations.
- 3.2.2. Consultation – updated clause tabled
- Employer representatives tabled an updated clause explaining the highlighted parts are the changes to the previous clause tabled by employers. Employers have considered employee representatives position and noted the following:
 - agree to change 2.2.1 to having made an ‘in principle’ decision on the basis that the change is consistent with how the model term is interpreted to operate by courts and tribunals.
 - have not agreed to employee representatives’ proposals in initial and subsequently tabled clauses regarding formal notification requirements and employers wish to maintain notification requirements that are consistent with the model term;
 - inclusion at 2.2.6 of giving prompt consideration of matters raised “as part of making a final decision”.

- b. Employee representatives acknowledged and appreciated the significant employer amendment at 2.2.1 to include “in principle decision” and noted:
 - i. Clause 2.2.6 still referenced “a definite decision”, which employers acknowledged needs to be further reviewed; and
 - ii. the model clause is structurally confusing and will further consider the sequence of the clause for clarity and will respond at the next meeting.

3.2.3. Teacher Hours – Before and After School Activities

- a. Employer representatives tabled a proposed new clause S5.10 having reconsidered employee representatives’ previously tabled clause and noted the following:
 - i. changes are to existing clause with the addition of sub-paragraph (c);
 - ii. employers noted the interests raised by employee representatives about not having scheduled activities overburdening employees during one week, which principals attempt to avoid where possible
 - iii. confirming previous comments that principals did not control all staff meetings occurring within the school – some arranged by middle leaders understandably without principal’s knowledge.
- b. Employee representatives noted that principals would know, apart from emerging staff meetings, when whole of school activities are scheduled, for example parent/teacher meetings etc which are the real issues of concern. Employee representatives will consider proposed employer clause and respond at the next meeting.

3.2.4. Teacher Hours – Primary teachers – updated clause tabled

- a. Employer representatives tabled a draft clause and changes to hours of primary teachers outlining:
 - i. Proposed clause consistent with its offer of reduced contact time by 30 minutes per week to be used for collaboration time; and
 - ii. Collaboration time to be determined by school administration in consultation with staff to suit local circumstances.
- b. Employee representatives did not wish to comment on substance of clause noting their position on work intensification issues already tabled and will respond at next meeting. However, they did note from a structural wording context the following:
 - i. S5.3.2 (a) – the word ‘continue’ is unnecessary
 - ii. S5.3.4 – the word ‘determined’ should be replaced with ‘scheduled’ and then remove ‘scheduled’ from sub-paragraph (c).
- c. Employee representatives will respond to this matter as part of a broader position.

3.2.5. Students with Identified Needs – updated clause tabled

- a. Employer representatives tabled a revised clause based on previously proposed clause of employee representatives with suggested changes noted as follows:
 - i. updating the wording to students with “identified learning needs” and the definition;
 - ii. changes to 10.1.2 to ensure discussions take place with all “relevant school staff” about the allocation of learning support resources, which would include teachers, school officers, learning support specialists and school administration;
 - iii. changes to 10.1.3 in that staff would be provided information about students with learning support needs ‘as soon as practicable’ when enrolled – advice was that this would avoid the potential for discrimination claims, which could include a teacher.
- b. Employee representatives pointed out that the employer concern was misguided as the current clause referred to placement in ‘the class’, clearly the student was enrolled, and the teacher had no role in determining that enrolment.
- c. Employee representatives raised concerns about:

- i. the change to “soon as practicable” and that the current provision was inserted particularly because of concerns some years ago; and
- ii. the rejection of employee representatives’ proposal to specify additional release time and what it could be used for.
- d. The parties discussed those issues with employer representatives explaining the inclusive education model taken by schools and the changes to practices undertaken by school staff in support of classroom teaching in line with AITSL standards. Employer representatives agreed to review their proposed change of “as soon as practicable” and maintaining current wording in that regard.
- e. Employee representatives to consider and respond to the employer tabled position.

3.2.6. Class sizes – updated clause tabled

- a. Employer representatives tabled a revised draft clause based on previously proposed clause of employee representative noting the following:
 - i. changes in wording that can be agreed;
 - ii. changes that are not agreed (proposed (bb)) as this is already covered in clause – 7.10.3(b)
- b. Employee representatives rejected the proposed employer clause.

3.2.7. Easter Vacation – Twilight Professional Development

- a. In response to the claim of employee representatives for Diocesan employers, employer representatives stated the current practice of the implementation of Easter vacation and Twilight PD sessions is considered appropriate by Employers. They do not believe additional regulation in the EA is necessary as relevant practices have been successfully implemented by Employers since the 2012 introduction of additional Easter vacation days.
- b. Employee representatives queried if each Diocesan employer would be willing to provide a copy of their practices/procedures in this regard as they have not been seen (other than BCE) and is the rationale for their claim.
- c. Employers will consider the request.

3.2.8. Part-time increments

- a. Employers considered the recent claim made by employee representatives following EQ outcomes and stated the following:
 - i. employers do not accept that all decisions made by EQ will automatically be adopted by Catholic employers;
 - ii. this issue is one of those and there has always been a link between experience in hours and incremental advancement;
 - iii. employers believe the current incremental provisions for part-time teachers contained in the collective agreements provide an appropriate balance between experience and issues of equity;
 - iv. it must also be recognised that some employees choose to be part-time and suits their personal circumstances;
 - v. there needs to be some appropriate comparability for advancement of full-time and part-time teachers;
 - vi. some employees move between casual and part-time contracts to suit their personal circumstances – it would be administratively extremely difficult to keep track of increments in those circumstances;
 - vii. Employers believe current provisions are appropriate.
- b. Employee representatives responded indicating that they will return to this later in terms of other matters.

3.2.9. Professional Development – School Officers and Services Staff

- a. Employers have considered the revised claim of employee representatives for PD and stated:
 - i. employers agree that reasonable professional development for staff is important and it is implemented based on needs and resourcing;
 - ii. this is outlined in the current provisions of the EA;
 - iii. employers had previously not agreed to a clause that stipulated minimum hours of PD (SBU#2) and outlined reasons for this, including reasonable PD happens on basis of priorities and resources and will differ from employee to employee, cohort of employees to cohort and from one year to the next – not on the basis of stipulated hours in an EA for all employees that may be inconsistent with priorities and resourcing;
 - iv. the revised employee representatives' clause refers to an obligation of "regular and sustained" with a reference to 10 hours per annum for full-timers as a guide. These programs were in addition to compliance training;
 - v. for the same reasons outlined previously, employers to not agree to the revised clause and believe current provisions are appropriate.
- b. Employee representatives stated:
 - i. this treats school officers in a minimal space compared to teachers;
 - ii. when will employing authorities recognise the fundamental role of School Officers and take their development seriously;
 - iii. employers need to ensure regular and sustained development, step up and prioritise the professional development of school officers;
 - iv. employee representatives want a commitment from employers with design and intent so a response can be provided and not pretend to say they are important;
 - v. employees advise representatives that they may be given professional development, but it is not believed relevant to their role and development and they want a say in their PD.
- c. Employer representatives rejected the employee representatives' characterisation of the issues and stated:
 - i. employers do value and respect the work of school officers and their contributions and it is wrong to say they do not;
 - ii. BCE provides fully funded scholarships;
 - iii. on behalf of RI schools, PD for the gaining of certificates is provided along with PD opportunities for teachers and there are opportunities for school officers also;
 - iv. rejecting the claim of a minimum regulated number of hours in an EA, which is considered inappropriate and would be rejected by the vast majority of employers across industry, does not mean that employers do not value school officers and appropriate development.
- d. Employee representatives noted the following by way of summary:
 - i. parties agree that the contributions of school officers are valued;
 - ii. the RI EA includes a commitment to a professional development plan;
 - iii. employee representatives seeking:
 - a professional development plan provision in Diocesan EA;
 - sustained and regular development; and
 - PD that goes beyond employer directed, regulatory or compliance training.

3.2.10. Guidance Counsellors – Salaries

- a. In response to the employee representatives' claim, the employers wish to maintain the current salary structure and believe it is suitable.
- b. Employee representatives noted that:
 - i. their claim was to maintain relativity with teacher salaries, otherwise discourages teachers from moving across into those roles;
 - ii. there are also higher rates paid to those staff employed in Diocesan offices than at schools.

- iii. Even BCE counsellors have expressed concerns to employee representatives regarding EQ outcomes with the reclassification to level 1 Heads of Programs and increased salaries.
- c. BCE will consider the comments made.

3.3. Employee Representatives' Response to Employer positions

Employee Representatives provided a general response to the Employer positions stating:

- members had a very clear hope that negotiations would resolve significant pressure points in schools; and
- if parties are going to reach agreement, then the items that must be attended to are:

3.3.1. *Workload/Work Intensification*

Employee representatives stated:

- a. 30 minute class time for primary teachers noted;
- b. however, there will be no resolution unless there are significant interventions in relation to this matter;
- c. employer staff update with link to the FAQ about teacher workload was a point of derision in schools;
- d. employee representatives seeking responses to each of the claims in this regard.

3.3.2. *School Officers*

Employee representatives noted:

- a. In the minds of School Officers, they do not see they are valued employees and require a clear affirmation that they are important and have consideration in terms of their work;
- b. Notwithstanding the employer response regarding the classification review promised by the Employers sometime in 2020, the message conveyed to School Officers is that they are not a priority and proposed terms of reference by employers would be part of a resolution in this regard.

3.3.3. *Middle Leaders*

Employee representatives noted:

- a. Employers have rejected all claims apart from salaries - reimbursement of non-contact time, the notion of minimum period for acting positions; provisions for new schools.
- b. The lack of reference to replacement of release time is anomalous.
- c. Middle Leaders do not feel minded in terms of their consideration as there is a delay in achieving target rates to 2021 and employee representatives are seeking target rates be achieved in 2020.

Employers responded stating that:

- a. The work of Middle Leaders has significant recognition and are in a unique space with additional release time available beyond allocations. Employee representatives responded stating there is a reluctance at some school levels where various allocations are not on the timetable.

3.3.4. *Parity with public sector in wage position*

Employee representatives noted:

- a. noted employers have accepted the 2.5% baseline increase.
- b. do not understand why Catholic sector has not committed to the \$1,250 one off payment and must commit to parity of the wage outcome with public sector.
- c. as part of parity, must be additional \$110,500 classroom teacher salary as per EQ outcome.
- d. that the core issue and challenge is the employee representatives are committed to a parity outcome and anything less than this would be less than what the public sector receives.
- e. that there has been no reason provided for the rejection of \$1,250.

Employer representatives questioned employee representatives' view of parity with EQ:

- a. Catholic employers have never stated they seek to have parity with EQ
- b. Catholic teachers are paid more than EQ teachers over the years in reaching the top salary after graduation and do not have incremental barriers like EQ;
- c. school holidays are different;
- d. the \$1250 for EQ teachers was completely unexpected by all parties and has not been paid to EQ teacher aides, cleaners or any other staff who have negotiated, yet employer representatives are claiming the \$1250 for all school officers and services staff when it doesn't apply in EQ;
- e. EQ have access to consolidated revenue budgets that are not available to Catholic schools

Employee representatives noted:

- a. that the arguments have all been canvassed over many years;
- b. that the claim made is consistent with teachers replicating public sector and is regarded as inherent part of percentage increase, essentially \$1250 equates to 2.7% in first year;
- c. that the \$1250 was unexpected, but employee representatives are open to consideration as to mechanism by which it is paid. For example, open to graduated payment each year;
- d. that it is up to employers to convince employees of the reasonableness of their positions.

Employee representatives tabled a revised wages table and talked to the following changes:

- a. P9 included as additional teacher salary step, noting that employee representatives are open to the mechanism of accessing this classification level;
- b. 2.5% increase compounded;
- c. \$1,250 paid on yearly basis of \$416/\$417 with the base salary of 2021 to be used for percentage increases from 1 July 2022;
- d. Middle Leaders and Senior Leader rates of employers are 'in principle' accepted from 1 July 2021, which can be further addressed following lunch.

<The parties agreed to a caucus period in addition to the lunch break>

Employee representatives continued discussing their tabled revised wages position as follows:

- a. Middle Leader allowance is a revised position with the approach carried through to substantive rates.
- b. Notwithstanding the Senior Leaders structures are different from the Public Sector, the advice is to have an accelerated payment to reach the same rates at 1 July 2021, consistent with the employer representatives' tabled position.
- c. Transitional issues for Middle Leader/Senior Leader:
 - i. Flagging issue of dual role holders with move towards substantial salary rates - currently cannot be above Tier 5. Employers responded with the possibility of maintaining substantive salary and picking up an allowance for the secondary position.
 - ii. Flagging issue of termination of Middle Leader roles (clause S4.16) with move to substantive salaries. Employers commented the existing practices would apply (ie. maintain teacher position) and questioned if employee representatives wanted to propose a change in the clause. Employee representatives will consider this in the future and suggested it may be a matter for Technical Amendment sub-committee.
 - iii. Flagging transitional provisions given proposed removal of bottom salary level for Senior Leaders. Employers stated it will not be a leapfrogging approach and will be drafting clauses for consideration in future meeting.

- d. Employee representatives are seeking a written position regarding the transitional arrangements from employer representatives. Employer representatives indicated that a drafted position covering certain issues can be made for the next meeting.

Employer representatives queried whether employee representatives have agreed to the Proficient 1-4 and Proficient 5-8 concepts for Middle Leaders given revised wages document tabled. Employee representatives indicated that this would be the case if employers agreed to the proposed salary rates with target rates being reached from 1 July 2020.

Summary

4. MATTERS UNDER CONSIDERATION

Agenda Items for above matters not specifically addressed, except as follows:

Claim Item 5.3.3: Remote area enhancements

- a. Employee representatives noted that there are two 2 items that remain unresolved – indexation approach and claim by Toowoomba Diocesan regarding accommodation.
- b. Employers agree ‘in principle’ to indexation and will discuss further at the next meeting.

Claim Item 7.2.3: Proportion of Salary formula (RI Schools) (see 3.2.1)

- c. Employee representatives agree in principle but wished to flag the following considerations and refer to the Technical Amendments sub-committee:
 - i. Required attendance calculation – potential discrepancies, for example, boarding teachers required to attend for 2 days in term 1 before classroom teachers required) - individualised calculation and vary between teacher roles?
 - ii. Parties will need to make a corresponding change to the annual leave loading provisions to be consistent with proportion of salary provisions.

Claim Item 7.2.5: Flexible Learning Centres

Employer representatives acknowledged employee claim was yet to receive a response and continues to be considered.

Claim Item 7.2.7: Instrumental Music Teachers (new claim)

- a. Employee representative noted that they will be tabling an amended position and believe conditions should be regulated in the agreement for those who are employees of Catholic Employing Authorities.
- b. Employers noted there are various ways in which employees work at the moment.

5. Matters Agreed in Principle

Not discussed.

6. NEXT MEETING

6.1. Agenda

- 6.1.1. Employee Representatives to chair and provide prayer for next meeting
- 6.1.2. Agenda for next meeting

6.2. Next Meeting: Thursday 12 September 2019 at 10:00 am

7. OTHER BUSINESS

Employee representatives wished to record the following:

- the IEUA will be balloting its members next week regarding whether to apply to Fair Work Commission for formal ballot for the taking of protected industrial action; and
- employee representatives indicated they are open to seeking the assistance of the Fair Work Commission regarding New Approaches if the parties are unable to reach agreement.

8. CLOSE OF MEETING: 2.45pm