

# EB9 SBU Meeting #9

Wednesday 16 October 2019 10.00am – 3.30pm

## MINUTES

### 1 Welcome

#### 1.1 Attendance and apologies

##### Employee Representatives:

Brad Hayes

Ian Hughes

Monique Roosen

Daryl Bathe

Mark Harris

Terry Burke

Nicole Kapernick

Terri-an Nolan

Andrew Elphinstone

Kerry Esmond

Jo-Anne Desailly

Marie Sellin

Mark Rieken

Melissa Goodingham

##### Employer Representatives:

Ray Kelly

Deb Crotty

Andrea Alchin

Peter Simpson – Director HR

Toowoomba new to SBU (replacing

Julie Payne)

Alison Terrey

Nicole Spohn

Alyn Cooper

Jennifer Elvery

Peter Chapman

Colin O'Neill

Gary Cooper

##### Apologies:

Paul Giles

Kevin Collins

Julia Cassidy

#### 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 12 September 2019

a. Draft minutes of the SBU meeting #8 on 12 September 2019 were exchanged prior to the meeting and changes agreed.

b. Minutes of Meeting #8 on 12 September 2019 were confirmed.

## 2.2 General Business

### 2.2.1 Procedural Matters

#### a. Status of Negotiations/Form of Agreement

- i. Employee representatives 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. Confirmation from employers also.
  - reiterating this statement at each meeting is important in view of recent correspondence from the legal representatives of the Employers in relation to the protected action ballot applications.
- ii. Employer representatives confirmed that employers have been and continue to negotiate two separate agreements in accordance with SIEAs issued by the FWC and the scope of those SIEAs.

#### 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.

#### c. Communications

- i. It was noted that the minutes of SBU meeting #8 will be made available on the EB9 website.
- ii. Employee representatives advised separate correspondence had been sent to employers individually:
  - a. seeking in-principle agreement from employers for FWC New Approaches if negotiations become protracted;
  - b. regarding state government payment and employers invited to respond individually to employee representatives, or to provide instruction at this SBU.
- iii. Employer representatives advised that replies from all employers outlining their position have been sent in relation to New Approaches and employers will respond to the State Government payment.
- iv. Employee and employer representatives confirmed they had communicated with members and employees respectively.

#### d. Sub-committees

- i. Technical Amendments
  - Employee representatives advised that the sub-committee met on Thursday 10 October 2019. Matters are progressing with no feedback to date. A further meeting may be scheduled in the future. Some issues are still outstanding.
- ii. Insecure Work.
  - Employee representatives advised that a meeting was held on 18 September 2019 where the Employers tabled a response. To be discussed at Items 3.2.2. and 3.1.5.
- iii. Employer Claim Item 2: Nursing Provisions
  - Employer representative will contact the QMNU about proposed changes, but negotiations will not be held up by these discussions.

### 2.2.2 Business arising

- a. Employee representatives tabled the State government media statement (dated 21 September 2019): *Government committed to bargaining with Qld public servants* and noted:
  - i. the one-off payment is now available to all employees included as part of this agreement;
  - ii. it applies to agreements finalised between 31 March 2018 and 30 March 2021;

- iii. the payment would create a significant challenge for Catholic employers given unexpected nature of payment and employee representatives have tabled an alternative position of spreading \$1250 across 3 years of the agreement and the payment would be excluded from calculations for future EB wage increases;
- iv. open to alternative mechanisms for payment of the \$1250, but note it is part of the wage position from employee representatives;
- v. if there had been a percentage increase greater than 2.5% in Education Qld then the employers would have matched this increase;
- vi. that negotiations will not be able to conclude whilst this issue is outstanding and the payment is a critical part of the wage's outcome.

b. Employer representatives responded:

- i. the Treasurer's media release makes it clear that:
  - wage increased will be limited to 2.5%;
  - The payment was in response to the Governor of RBA calling all levels of government to provide additional support above existing caps to drive economic growth;
- ii. The one-off payment is not wages;
- iii. wages offer has matched EQ wage percentage increases for Catholic employees;
- iv. the one-off payment is akin to a government stimulus payment and no previous EB has committed to making such one-off payments;
- v. Catholic schools do not have same access to revenue streams as the government; and
- vi. it is not reasonable or appropriate for Catholic employers to pass on this one-off government payment to employees.

c. Employee representatives noted that employer representatives will need to consider this matter further.

### 3 MATTERS UNDER NEGOTIATION

#### 3.1 Response to Employee positions

##### 3.1.1 *Middle Leaders – multiple role holders amendment – updated clause tabled*

- a. Employer representatives tabled a clause updating wording to reflect movement from allowances to substantive salary from Tier 2-5 for multiple role holders.
- b. Employee representatives raised concerns that the wording did not consider all possible scenarios and how two substantive salary roles will be dealt with, particularly the conversion of the amount above the Tier 5 to additional release time.
- c. Employers acknowledged issues and will revise clause.

##### 3.1.2 *Consultation*

- a. Employee representatives tabled consultation clause at last meeting. Employers agreed to those changes and the clause.

##### 3.1.3 *Class sizes – updated clause tabled*

- a. Employer representatives tabled amended clause. Employee representatives to consider and respond later in the meeting after caucus.

##### 3.1.4 *Students with identified needs – updated clause tabled*

- a. Employer representatives tabled amended clause with changes to the clause previously tabled by employee representatives and noted:
  - i. agree to changes in 10.1.2. & 1<sup>st</sup> para of 10.1.3;
  - ii. agree to additions in 10.1.3 (a) (ii) provided the words, "reference to" are maintained
  - iii. do not agree to inclusion of 2<sup>nd</sup> para of 10.1.3 as consider it unnecessary and concepts already covered in Class Sizes clause.

- b. Employee representatives to consider and respond later in the meeting after caucus.

### 3.1.5 *Fixed term Contracts – updated clause tabled*

- a. Employer representatives tabled an updated clause based on the clause tabled at the meeting regarding fixed term issues on 18 September 2019 and noted:
- i. in an effort to progress negotiations employers confirm withdrawing their claim regarding this matter to vary part time hours, on the basis of employee representatives agreeing to the tabled clause and finalisation of the negotiations in October.
  - ii. If negotiations cannot be finalised on this basis, then employers would further pursue the claim to vary part-time hours.
  - iii. amendments that had been made from the employee representatives previously tabled clause:
    - 3.6.1 (a) (ii) – add clause to cover all employees rather than one for each category of employee;
    - 3.6.5 (c) “solely” is an issue for employers so has been deleted in the tabled clause;
    - 3.6.8 privacy/confidentiality issues with identifying the type of leave and name of employee. However, the fixed-term employee should have an opportunity for the arrangement to be appropriately clarified for them if requested.
- b. Employee response – tabled new clause also based on the position tabled by employers at meeting of 18 September 2019 and noted:
- i. 3.6.1 (a) (i) do not agree with employer change so have deleted “including those”;
  - ii. 3.6.1 (a) (ii) Changes to clarify category and type of employment and insertion of “For the avoidance of doubt” addition;
  - iii. 3.6.2 Agreed;
  - iv. 3.6.5 (c) The employer critique is accepted but have proposed new language: added “designated” and removed “solely”;
  - v. 3.6.5 (f) replacement of “significant” by “with structural reallocations”;
  - vi. 3.6.6 A new 3.6.6 is proposed in place of the previously proposed 3.6.6. This is consistent with existing provision in the Agreements;
  - vii. 3.6.7 Employees should be aware of the short-term identifiable need from 3.6.5;
  - viii. the clause in the RI EA regarding the application process for employees to review fixed term arrangement is intended to be retained.
- c. Employers to consider in caucus and provide response to employee representatives.

### 3.1.6 *Cultural leave*

- a. Employers noted that remainder of the changes that were suggested by the employee representatives in their latest tabled clause are not been agreed by the employers. Employers are not proposing to provide any further response to this clause and maintains its position as outlined in its clause previously tabled, save for being open to the minor changes to the entitlement paragraph outlined by the employee representatives’ clause.

### 3.1.7 *Teacher hours – Before and after school activities*

- a. Considered by employers but do not agree with the changes proposed by the employee representatives. Employers maintain the position as previously outlined.

### 3.1.8 *Employer Claim Item 3: Services Supervision Staff (Part Time Provisions)*

- a. Four (4) hour minimum engagement that was proposed by employee representatives in response to 2 hours minimum engagement proposed by Employers. The employee representatives’ position is still being considered by employers.

### 3.1.9 *Instrumental Music Teachers (IMTs)*

- a. Employers have considered material recently tabled by employee representatives. Employers do not agree with the proposed clause. Given the wide and varied nature of the IMTs in schools this category of employee and employers do not intend considering this complex issue in this round given the stage of the EB negotiations.
- b. Employee representatives responded by noting they will consult with this group of members. They noted that IMTs are a very vocal group and that employees seek a base position. Employee representatives to respond at a future meeting.

#### 3.1.10 *Flexible Learning Centres*

- a. Employers advised that they agree to include the provisions that were agreed recommendations from the JWP to be included in the agreement. Employee representatives to respond at a future meeting.

#### 3.1.11 *Remote Area – Toowoomba Accommodation*

- a. Toowoomba Diocese confirmed its position of not including accommodation clause in agreement as per last SBU advice.
- b. Employee representatives noted:
  - i. They want the agreement to include the new rates that were introduced in that Diocese late last year.
  - ii. the Director of the Toowoomba Diocese emailed all employees and advised what the rates are for this year; and
  - iii. cannot find any reason as to why this information should not be included in agreement and a minimum entitlement should be included.
- c. Toowoomba Diocese to consider matter further.

### 3.2 **Response to Employer positions**

- Employee representatives attend each of these meetings with the intention of resolving these negotiations and that leadership is needed. It will require some leadership, in terms of these negotiations; the onus is on us to come to 'in principle' decisions. Fundamental to resolving these negotiations is that there are clear positions from Employers on the table that employee representatives can critique, review and consider. It is frustrating when there is not clarity of the employer position. The negotiations are limited by the degree of instruction received that Employer representative members of the SBU are authorised to resolve matters. There are still matters under employer consideration. This frustrates resolution of the negotiations. Employee representatives noted that if they are to respond to those considerations, then an amended position should be provided by employers.
- Employers noted there is a distinction between responding to key issues which may be fundamental to resolving a total package and those which do not have the same level of priority. Employers have prioritised responding to all the key issues raised by employee and have done so in a timely way.
- Employee representatives outlined the fundamental/critical issues that need to be resolved if the parties are to achieve an outcome:
  - i. Wages matters i.e. \$1250 one-off payment;
  - ii. Insecure work – Parties are close to agreement on this issue;
  - iii. ML/SL issues;
  - iv. Workload intensification (this is a major issue, requiring “meaningful intervention”); and
  - v. School officer issues – joint classification review and Professional Development provisions.
- Employer representatives indicated that all of these issues have been responded to.
- Employee representatives indicated that employers should identify the issues of concern for employees to consider and respond appropriately.

### 3.2.1 *School Officer Review Joint Working Party – Terms of Reference – updated clause tabled*

- a. Employee representatives tabled a further position to bring resolution to this matter outlining:
  - i. Accept employer changes to section 2
  - ii. Accept amendments to section 5
  - iii. Employee representatives do not agree with Section 4. Employee representatives are of the view that the reclassification review should commence so that implementation can occur in 2021. Employee representative position is that JWP start 28 Feb 2020 and concludes by end August 2020.
  - iv. Employee representatives added clause that agreement may be varied within life of the agreement (i.e. implementation in 2021)
  - v. Key issue is identifying a start date and then parties can hopefully reach agreement on this matter.
- b. Employers need to discuss the logistics of commencing the JWP prior to the current EB negotiations being finalised. Employers to respond at a future meeting.
- c. Employers are intending to commence any initial work for this reclassification, however currently Employers' HR areas have prioritised work associated with the current EB negotiations.

### 3.2.2 *Insecure Work/Fixed Term Contracts*

- a. Employee representatives reported that they are not seeing a lot of change to this situation. What has in fact happened in response to the review that employers are conducting?

### 3.2.3 *Professional Development – School Officer and Services Staff – updated clause tabled*

- a. Employee representatives tabled amended position with the following amendments:
  - i. 10.3.4 Toowoomba no longer excluded;
  - ii. 10.3.4 b Quantum of hour/s deleted, however any PD offered is in addition to compliance and regulatory training. Employee representatives to revise this clause with the word “such” to cater for inclusion of compliance/employer directed training may form part of a PD plan following queries from employer representative;
  - iii. It is also proposed to add bold and underlined clause from 10.3.4 in Diocesan clause to RI clause 10.3.4 (h);
  - iv. 10.3.4.d Agree to a professional development plan being developed between employee and employer. [This is already the case in RI Agreement.]

### 3.2.4 *Positions of Middle and Senior Leadership - updated clause tabled*

- a. Employee representatives referred to the clause tabled at last meeting by Employers and do not seek to amend vast majority of tabled clause. Employee representatives tabled an amended clause outlining:
  - i. Changes to S4.18.2:
    - The clause was attempting to address the changes that may come about as a result of changes to the ML salary changes.
    - In (g) employee representatives have added that the review can also be instigated by the school chapter.
    - Added that that review must be conducted in accordance with the consultative provisions of Schedule 4.
    - Added that any outcomes from the review would reset the 3 year School Consultative Committee review cycle. Note: RI would be 4 years for S4.18.2(i).
  - ii. Position tabled at meeting on 11 June 2019 regarding S4.4.2 “howsoever designated”—this refers to the character of ML/SL;

- iii. Further inclusions of what constitutes leadership, based on AITSL documents (S4.4.3.b);
  - iv. Set of fundamental/min conditions for ML in Primary schools is requested (S4.11.18)
  - v. Outstanding issue of APRE/REC in small primary schools. Allowances paid to these employees rather than a substantive salary. Employee representatives would welcome an alternative position from employers;
  - vi. rescheduling of lost release time for ML/SL (S4.2.1 b).
  - vii. S4.21.3 and S4.21.a – Open to withdrawing these items, if S4.18) school consultative ML changes) is agreed to.
  - viii. 2 week minimum period for acting appointment remains an employee claim.
- b. Employers made following comments regarding proposed review clause changes (S4.18.2):
- i. sought confirmation that the Principal will still be the final decision maker of the appropriate ML structure at the school. Employee representatives confirmed there was no intention to change the decision making process in this regard;
  - ii. questioned a review being instigated by the School Chapter – why not the Consultative Committee?

## 4 OTHER MATTERS

### 4.1 School Officer Issues

*Items below were discussed at Item 3.1.5*

- 4.1.1 Claim Item 1.7: Professional School Officer Support and Supervision
- 4.1.2 Claim Item 2.3: Recognition of professional duties and responsibilities
- 4.1.3 Claim Item 2.4: Locality Allowance extended to all staff
- 4.1.4 Claim Item 2.5: Annualisation of Salary (EREA only)

### 4.2 Work Intensification

- a. Employee representatives noted:
- i. there are ways to assist employees with this issue;
    - Reduce tasks and expectations placed on an employee; or
    - Extra time to complete tasks; or
    - Combination of the two.
  - ii. until there is a visible and meaningful response/intervention to this issue, there will be no resolution to these negotiations;
  - iii. Employers amending their position to a 30 minute increase to PPCT instead of 30 minute aggregated collaboration time would be a start. Employees advise that there is a greater number of tasks being allocated to them but not additional time to complete these tasks.
  - iv. Employee representatives provided an NCCD example to illustrate the workload issue. Employee representatives reported that this is the Number One issue from members. Employees need an understanding of the level (i.e. system/school/employer/diocese) from where the interventions should come. For example, what level of data is required, some employers take a more common sense approach with fewer data points required, while others require excessive amount.
  - v. It was claimed that there was not a consistent employer-wide response to everyday teachers (rather for middle and senior leaders) receiving more planning/administration time.
- b. Employer representatives noted:
- i. Feedback from schools is that support is being provided at the local level to address issues and this has also been acknowledged by many employees;
  - ii. Additional resources regarding SATE and NCCD have been provided by schools;
  - iii. Schools are looking to streamline where possible – changes for moderation example outlined.

- c. Employee representative noted there are some good things happening at schools, but some interventions are required at system/diocesan level. Employee representatives further noted that consideration of the broader operational of engagement must occur.

*Both parties to caucus after lunch and reconvene at 2.00pm*

- a. Employee representatives noted:
  - i. after review of the employer tabled position today for the Class Sizes clause, this item is agreed in principle; and
  - ii. in regard to the employer tabled position today for the Students with Identified Learning Needs clause, employee representatives reluctantly agree to the text tabled by employers and the deletion of the second paragraph under clause 10.1.3. Employee representatives also noted that these students will still require support in a contemporary sense. In the terms proposed by employers, this item is agreed in principle.
- b. Employer representatives noted:
  - i. good progress is believed to have been made today in negotiations;
  - ii. Back pay issue - Employers have a guarantee until end of October and only guarantee after this date that can be made is backpay only apply from the commencement of month in which in-principle agreement is reached;
  - iii. Next SBU is not until 6 Nov 2019, but employers are open to a small contingent of the SBU meeting prior to this date to really get an understanding of how negotiations may be progressed;
  - iv. Employer representatives believe that agreement on the School Officer PD clause is close; and
  - v. The School Officer JWP commencement date can be agreed to if negotiations can be finalised by end of year.
- c. Employee representatives responded that they:
  - i. are open to suggestions that advance negotiations, although the SBU is the formal forum for negotiations;
  - ii. believe that the operative dates for wage increases should be in May and July;
  - iii. will send a copy of the proposed RI School Officer PD clause to QCEC.

## **5 NEXT MEETING**

5.1 **Next Meeting:** Wednesday 6 November 2019 at 10:00 am

## **6 OTHER BUSINESS**

Employer representatives will send some possible dates for an out of session meeting to employee representatives.

**7 CLOSE OF MEETING:** 2.15pm