

EB9 SBU Meeting #10

Wednesday 6 November 2019 10.00am – 3.30pm

MINUTES

1 Welcome

1.1 Attendance and apologies

Employee Representatives:

Brad Hayes
Ian Hughes
Monique Roosen
Mark Harris
Kevin Collins

Terry Burke
Nicole Kapernick
Paul Giles
Andrew Elphinstone
Kerry Esmond

Jo-Anne Desailly
Marie Sellin
Mark Rieken
Melissa Goodingham

Employer Representatives:

Ray Kelly
Deb Crotty
Andrea Alchin
Peter Simpson

Alison Terrey
Nicole Spohn
Alyn Cooper
Jennifer Elvery

Peter Chapman
Colin O'Neill
Gary Cooper
Julia Cassidy

Apologies:

Terri-An Nolan

Daryl Bathe

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 16 October 2019

- a. Draft minutes of the SBU meeting #9 on 16 October 2019 were exchanged prior to the meeting and changes agreed.
- b. Minutes of Meeting #9 on 16 October 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.

- 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

- a. It was noted that the minutes of SBU meeting #9 will be made available on the EB9 website.
- b. Employee and employer representatives confirmed they had communicated with members and employees respectively.

d. Sub-committees

- i. Technical Amendments/Insecure Work
 - Employee representatives advised that the sub-committee dates will be decided on out of session.
- ii. Employer Claim Item 2: Nursing Provisions
 - Employer representative advised the full position has been given to the QNMU for consideration.

2.2.2 Business arising

- a. Employee representatives reported back on the 'Out of Session' meetings held on 23 October and 31 October 2019 between both parties and formally noted the offer received by employers attempting to resolve negotiations. Employee representatives tabled a response to the employer formal offer, suggesting a caucus to follow. Employee representatives provided an overview of the following items from their tabled response:
 - i. Item 1 contained a list of items agreed 'in principle' during the negotiations to date (page 4 of tabled response), the list of agreed in principle matters are to be confirmed;
 - ii. Item 2 contained four items within that scope:
 - a. Item 2.4 School Officer Review. Both parties agreed on a Joint Working Party (Paper 4);
 - b. Item 2.3 Cultural Leave (Paper 3);
 - c. Item 2.2 Professional Development – School Officers and Services Staff (Papers 2A and 2B); and
 - d. Item 2.1 Fixed Term Contracts (Paper 1) Employee representatives agreed on Item 3.6.1 (a)(i);
 - iii. Item 3.3.1 Middle and Senior Leaders: Employee representatives advised they will not be tabling the amendments to the Middle and Senior Leaders schedule but will advise on the specific clauses for proposed amendment;
 - iv. Item 3.3.2 Backpay: Employee representatives noted the different operational dates and would recognise those and the matter of back pay;
 - v. Item 3.3.3 Lump Sum Payment: Employee representatives noted the employer offer dated 31 October 2019 (varied 4 November 2019), has a broad scope and agreed it is consistent with the public sector, save one position with the exclusion of casuals. The quanta of the lump sum payment is not agreed and remains an issue;
 - vi. Item 3.3.4 Four Year Agreement: Employee representatives are not opposed to a four year agreement providing there are two significant considerations in relation to the extension of 3 to 4 years;

- vii. Item 3.3.8 Broken Shift Allowance: Employee representatives do not agree to the \$11.35 broken shift allowance as employers are already paying beyond that amount for some employees;
 - viii. Item 3.3.9 Boarding supervision staff: Employee representatives are yet to receive the proposed amendments in relation to this matter;
 - ix. Item 3.3.10 Part time minimum engagements school officers and services staff: Employee representatives are prepared to talk and acknowledge there are alternate positions, but do not accept the proposed 2 hour minimum engagement;
 - x. Further specific issues that need to be considered include the scheduling of the Toowoomba Accommodation Allowance, Instrumental Music Teachers, Middle Leader issues and Guidance Counsellors.
- b. Employee representative noted other matters had been confirmed and would list the status of these matters, checking in the process, of an agreement being reached. A resolution of the tabled documents, tabled in good faith, will be considered by the employees to constitute an 'in principle' agreement.
- c. List 1 (page 4) is a record of what would constitute matters offered by the employers on 31 July 2019. Employee representatives noted the following:
- i. Item 2.1 Fixed Term Contracts: Agreed;
 - ii. Item 2.3 Cultural Leave: has been accepted noting that employees find the terms of clause to be disappointing but are prepared to accept the progress from the existing clause;
 - iii. Item 2.2 Professional Development School Officers and Services Staff (Papers 2a and 2 b): Employee representatives agreed to 10.3.3 (c);
 - iv. Employee representatives cannot agree to 3.6.5 (c) Fixed Term Contracts (Paper 1) stating the word 'designated' at the beginning of the sentence gives the clause a completely different structure. The clause refers to short term funding. Employees will agree to the clause if the word 'designated' reverts to its position in their draft. Employee representatives are seeking further briefing from BCE and other employing authorities outside of the SBU. Employees confirmed Item 3.6.5 (f) is agreed.
- d. Response to Employer offer of 31 October 2019: Employee representatives advised the following amendments:
- i. Item 3.3.1 Middle and Senior Leaders: Employee representatives advised they are withdrawing their counter position and agree 'in principle' to Item 3.3.1 (b) with the threshold change to schools with enrolments of 200 or more;
**Noting that further work is to be completed regarding the amendments to Schedule 4 (Positions of Leadership)*
 - ii. Item 3.2 Backpay: Employees would like backpay honoured;
 - iii. Item 3.3.3 Lump Sum Payment: Employees stated that in relation to the public sector, see Item 3.3.3 (a)(iii) the lump sum payment should be made to casual employees who have served at least 100 days in the preceding 12 months;
 - iv. Item 3.3.4 Four year agreement: Employee representatives added two stipulations:
 1. \$1250 lump sum payment should be paid; and
 2. Employees representatives are open to how the quantum is paid;
 - v. Item 3.3.5 Proficient 9: Employee representatives commented that under a four year Agreement, clarity needs to be brought to the P9 position, reflecting the public sector, as the equivalent of Proficient 9 would be introduced in January 2022. Employee representatives emphasized that they had not been pursuing this claim due to the implementation date, but that the discussion of a four year Agreement warranted its inclusion in the context of the discussion.
 - vi. Item 3.3.6 Future wage Increase: Employee representatives queried the wage outcome in the fourth year, tabling provisions to account for a situation where if the headline percentage differed, an agreement would need to be reached between the parties and

if not resolved, they would need to proceed to the Fair Work Commission. Employer representatives queried the wage date of 1 July 2022 and the replacement agreement date, stating the processes alluded to would be negotiations on top of negotiations. Employer representatives sought further clarification whether the P9 rate in the document (\$110,500) was as at 1 July 2022. Employee representative replied in the affirmative.

- vii. Item 3.3.7 Resolution of Outstanding Matters:
- a. (c) Teachers Hours of Duty (i) PCCT (Paper 7): Employee representative's position is the 30 minutes release time should be in the agreement as PPCT noting that, as the employers have agreed to the 30 minutes' reduced class time, it would be at no cost to employers to specify as PPCT;
 - b. (c) Teachers Hours of Duty (ii) Additional release time (Paper 7): Employees tabled an amended position at S5.2.3 stating the quantum should be (4) days per year i.e. (1) day per term;
 - c. (a) Work Councils (Paper 5A and 5B): Employee representatives would like these clauses included in the Agreement. Paper 5B relates to school level with a work council to be formed on an annual basis, meeting at least once a term. X.6 sets out a series of topics which do not comprise an exhaustive list. Employer representatives noted that there may be some duplication between this clause and other Agreement provisions. Paper 5A is at a systemic level, including EREA, with a work council to meet bi-annually;
 - d. (b) Instrumental Music Teachers (Paper 6): Employee representatives propose the implementation of a working party (commencing no later than 30 April 2020) to encourage the discussion of IMTs to satisfy the employee representatives concerns regarding IMTs;
 - e. (d) Middle Leaders (Paper 8): Employee representatives proposed formalisation of the Primary Middle Leader position and associated remuneration, stating these positions should also receive the applicable release time for a Senior Leader. Middle Leader and Senior Leaders should have all their release time protected, not just PPCT. Employee representatives have amended their position on Appointment to Acting positions S4.22.2 (f) (g) from (4) weeks to (3) weeks;
 - f. (e) Guidance counsellors – Rates (Papers 9A and 9B): Employee representative believes there needs to be an intervention reflective of the EQ position. Employee representatives suggested changes to salary schedules noted in paper 9A and 9B. The rationale is due to EQ rate changes. Diocesan and RI school rates are significantly different from new EQ wage rates.
- viii. Item 3.3.8 Split shift Allowance: Employee representatives propose that the Children's Services Employee's rate of \$12.29 be utilised rather than the \$11.35 proposed by employers;
- ix. Item 3.3.9 Boarding supervisors: No comment due to not yet receiving employer position;
- x. Item 3.3.10 Minimum engagement for School Officers and Services Staff: The only position that employee representatives can agree to is (3) hours;
- xi. Item 3.3.11 Toowoomba accommodation allowance: Employee position is that this needs to be included in the agreement;
- xii. Table at Item 4 is the items that the parties have reached agreement on.

Employee representative Summary:

- Employers have shifted position, and employee representatives note that is a positive move.

- Employee representatives appreciate the intent that employers have to resolve the negotiations. Employee representatives are here today with intent to get a resolution. Employee representatives have a very clear position.
- Employee representatives advised to get that resolution of an agreement there are issues that require intervention and its improbable that employees will accept, in its totality (and its elements), the employer offer. Employees will have no confidence in the outcome. Employees will say that the proposal is not appropriate and will vote the agreements down. Employee representatives noted that employers have been pushed into places where they do not want to go, and there are also spaces in which employees would not go.
- Employee representatives have proposed a set of positions that they believe they could support to resolve negotiations.

Employer clarification:

- RI schools queried how the additional collaboration hour at S5.2.3 of Paper 7 and 2.5 hour PPCT time would work in schools that already offer this quantum or a greater quantum. Employee representatives view is that the schedule sets out the minimum entitlements for employers and employees and in reality, the 2.5 hours is the minimum and if the employing authorities are providing more than that would continue as per employers' practice.

MORNING TEA BREAK AT 11.00AM FOLLOWED BY CAUCUS.

MEETING RESUMED AT 12.30PM

Employer Response to Employee representatives tabled position

- Employers reiterated comments made when tabling their formal, Without Prejudice offer.
 - Employee representatives asked the employers to show leadership, and so employers provided a fair and reasonable offer in response to this request, with the aim of finalising negotiations by the end of October.
 - Employers noted that it was not an ambit claim, it was a genuine offer with the aim of finalising agreement by end of October. The offer from employers lapses today including the \$500 one-off payment and guarantee of back pay.
- i. Employers either agree to the following matters or may reconsider their position on the following matters:
- a. Fixed term contracts – agree to the employee proposal regarding placement of the word “designated”(3.6.5(c))
 - b. PD for school officers
 - c. Cultural leave
 - d. School Officer Classification JWP
 - e. Middle Leader review— withdrawal employer proposed clause
 - f. Middle Leader salaries
 - g. Backpay
 - h. Lump sum payment – casual employees, employers can look at considering inclusion of casuals with over 100 days’ work in the previous 12 month period.
 - i. 4 year agreement
 - j. P9 – understand why this has been included, but Employing authorities not agreed though
 - k. Future wage increases—3.3.6(a) and (b) agreed.
 - l. Broken shift – employers to consider amendment
 - m. Boarding supervisor provisions – will be tabling a clause, which will not be controversial
 - n. Toowoomba accommodation allowance – look at discussing.
- ii. Employers do not agree to

- a. Lump sum payment of \$1250; \$500 only remains employer position
- b. Future wage increases –3.3.6 (c), (d) , (e)) – concerned about making lump sum payment a precedent for further negotiations.
- c. Work councils – already provisions in the agreement about consultation and workload. Employers do not believe there needs to be further clauses that already address these issues. Diocesan employers are open to meetings with employee representatives either collectively or individually to discuss systemic issues with employees.
- d. Teacher hours – 30 min PPCT time. Employers reiterate their position regarding 30 minutes’ reduction for primary teachers in contact time to be allocated to collaboration time. This is the employer response to both the addition to PPCT and collaboration time positions by employees.
- e. Middle Leaders/Senior Leaders – Fair and reasonable offer regarding ML and SL. Employer representatives do not intend to offer anything further today in resolving negotiations.
- f. Instrumental music teachers – Focus is on School Officer JWP. Committed to that significant process.
- g. Guidance counsellors – Employers are not in a position today to negotiate as per the employee position.
- h. Minimum engagement – 3 hour minimum is an issue and employers would reconsider their position in relation to that if it meant a delay in resolving negotiations.

Employee response

- a. Employee representatives are here as representatives to reflect the views of employees that they represent. The position they have tabled reflects where employees would expect (at the minimum) that there would be resolution. The final decision regarding the Agreement is made by the employees. Employee representatives have advised that a ballot would fall short of being successful based on what the employers have tabled so far.
- b. Quantum of one-off payment. The employees understand that the employer position is based on three premises - viz, “Precedent, budget and appropriateness”. Employee representatives want further discussions to better understand these three points to enable representatives to consider and respond to employer concerns. Employee representatives are willing to talk about mechanism for payment of the \$1250.
- c. 4 year agreement – Employee representatives have tabled conditions around the extension of the agreement to 4 years. Employee representatives do not believe these are unreasonable conditions around the payment in the 4th year. Employee representatives are interested in further information as to why employers do not agree to these conditions to be associated with a four year agreement.
- d. Workload and work intensification – Employee representatives are interested in what employers are prepared to do as a meaningful intervention to these issues.
- e. Middle Leader – will further consider and respond after caucus.
- f. Instrumental Music Teacher JWP – Employee representatives believe this is the most effective way to consider an array of conditions existing in this category of employee with a view to discuss changes as part of future negotiations.
- g. Guidance counsellors – Employee representatives will discuss further after caucus.

LUNCH AT 1PM FOLLOWED BY CAUCUS MEETING RESUMED AT 1:45PM

Employee representatives’ further consideration and commentary to employer response

- a. Employee representatives acknowledge that the parties are making progress. Summary provided earlier indicates that parties have moved closer to agreement.

- b. In order to propose a response position, employee representatives need to understand the employer position in its entirety. In particular, the employee representatives would like further clarification on the following matters:
- i. 4 year agreement – employee representatives do not oppose, in principle, but there are matters that employer representatives would need to come to terms with. Employee representatives could not recommend a 4 year agreement to employees given the current employer position. (i.e. No Proficient 9 position and safeguards around future wage increases in 4th year of agreement.) If this is the position, then there could not be agreement to the 4 year agreement proposal.
 - ii. Employee representatives do not understand the employer position around the concept of one-off payment. They are seeking to understand what the employer issue is with the concept of a one-off payment. Employers responded by re-stating their position – which is included in the last SBU minutes as well as communications to employees. Employers have been clear on this already.
Employee representatives have outlined that they want negotiations resolved but want to be clear on the reasons why employers cannot make the one-off payment so they can consider and respond to employer concerns. Employee representatives acknowledged the quantum of approximately \$20 million across the sector for such a payment.
 - iii. Catholic employers responded that, when assessing the package that was able to be offered to employees, they were unable to consider the \$1250 payment that was made to government employees. Employer offer is at \$500 contingent on a 4 year agreement.
 - iv. Employee representatives have always been open to the mechanism of this \$1250 payment.
 - v. Employers have tried to resolve negotiations through the payment of the \$500.
 - vi. 4 year agreement – advantage of this would be the next negotiations would commence 12 months later than EQ negotiations which may be a better time to negotiate the agreement with the EQ agreement information able to be considered.
 - vii. Employers contend that employee proposal for adjustment to wages in 4th year of Agreement, may cause issues such as any arbitration may roll into negotiations for the next agreement.
 - viii. Workload – 30 minutes increase to PPCT and 1 day per term collaboration time.
Employees stated that both of these additions would not cost the employers anymore, given the 30 minutes is already accounted for and the 1 day collaboration days – open to schools on how they could offer these days (could be a student free day which would be no additional monetary cost).
 - ix. Primary and Secondary teachers need a meaningful intervention to workload. Unless this is included in the agreement then a “yes” vote is unlikely.
 - x. Employers noted that additional collaboration time is actually occurring in schools already, even without a specific provision inside the agreement. Primary school teachers to receive 30 min collaboration time per week under the employer offer.
 - xi. Employers have tabled/agreed to clauses which address workload such as class sizes, students with identified learning needs and additional collaboration time.
 - xii. Employee representatives believe that work councils would address the workload/work intensification issues.
 - xiii. Employers advised an amended position via an exchange of letters, to their systemic response to workload matters raised by employee representatives:
 - Diocesan employers would agree to have consultative meetings involving IEUA and Diocesan employers once annually. The meeting would include IEUA Executive and Diocesan Directors. They would discuss sector wide issues that could be raised by either Diocesan Directors or IEUA.

- There would also be a further opportunity for at least one other consultative meeting each year with individual Diocesan Directors/relevant Senior Executives and Branch Secretary and Assistant Secretaries of the IEUA-QNT that can be arranged via an individual exchange of letters between each Diocesan authority and the IEUA-QNT, to discuss systemic items across a Diocesan authority (not individual school issues), which could include the following:
 - i. Fixed term employment;
 - ii. New initiatives;
 - iii. Data collection processes.
- xiv. In addition, employers advised that, if employee representatives want to raise issues of concern relating to staff issues in RI/PJP schools, then employee representatives are welcome to communicate and/or arrange a mutually convenient meeting time with those individual schools where such concerns exist.
- xv. Employee representatives noted that there is a presumption that they are union specific issues. It is about employee engagement about having a meaningful intervention about workloads.
- xvi. Employer representatives noted that there is already provisions in the agreement that can deal with this and that there are resources being placed into the schools to assist the employees.
- xvii. Employee representatives advised that the Agreement processes are just not working.
- xviii. Employer representatives noted its about the whole school collective in supporting one another and decision making.
- xix. Employee representatives noted that there are numerous claim items not listed in the employee tabled paper that employee representatives are making concessions on.
- xx. Employees noted that they are open to meeting again later this week to discuss the issues further in an attempt to resolve negotiations.
- xxi. Quantum payment is an issue. Employee representatives think there is no clarity in the employer position regarding this quantum. It is not clear as to why the employers are unwilling to pay the \$1,250.

FURTHER CAUCUS AT 2.30PM

Employers noted:

- That the employers' formal offer was genuine in an attempt to resolve issues this week.
- That it is clear that an Agreement will not be reached today as hoped.
- That the employer offer tabled 31 October now lapses – backpay and \$500 offer lapse today.
- That the employers' position has been timely; to move to the current employee position would not be possible by Friday. Significant issues are still on the table and employers would not be able to be in a position to discuss on Friday.
- That the current position of both parties means that a constructive meeting would not be possible.
- That there are no further meeting dates suggested at this stage. Employers are open to either party suggesting further meeting dates.

Employees noted:

- That they are open to meeting on Friday to have discussions between the groups to resolve negotiations.
- That the employee position was also very well considered and had the objective and intent to reach resolution this afternoon.
- That in the context of these negotiations that there is some movement regarding the positions on the table, which can be explored further.

- That they are disappointed on motivations around a number of employer positions. Employees are unclear about the rationale behind these positions and cannot therefore agree to these further considerations.
- That the resolution of an agreement does not come with one position tabled and the other party accepting. A negotiated outcome is the position that the parties come to.
- That their position on the table has not resolved the negotiations.

3 NEXT MEETING

3.1 **Next Meeting:** Wednesday 27 November 2019

3.2 Possibility of an earlier meeting if arranged between the parties.

4 CLOSE OF MEETING: 3.00pm