

EB9 SBU Meeting #12

Tuesday 11 February 10.00am – 1.00pm

MINUTES

1. Welcome

1.1. Attendance and apologies

Employee Representatives:

Brad Hayes
Ian Hughes
Kerry Esmond
Mark Harris

Terry Burke
Monique Roosen
Terri-an Nolan
Andrew Elphinstone

Jo-Anne Desailly
Paul Giles
Mark Rieken
Melissa Goodingham

Employer Representatives:

Ray Kelly
Deb Crotty
Andrea Alchin
Julia Cassidy

Alison Terrey
Nicole Spohn
Alyn Cooper

Peter Simpson
Colin O'Neill
Gary Cooper

Apologies:

Jennifer Elvery
Peter Chapman
Nicole Kapernick

Kevin Collins
Daryl Bathe

Marie Sellin

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 27 November 2019

- a. Draft minutes of the SBU meeting #11 on 27 November 2019 were exchanged prior to the meeting and following discussions during the meeting, changes were agreed.
- b. Minutes of Meeting #11 on 27 November 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.
- 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**

- ii. It was noted that the minutes of SBU meeting #11 will be made available on the EB9 website.
 iii. 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 out of session.
- ii. Employer Claim Item 2: Nursing Provisions
- Employer representative advised the full position has been given to the QNMU for consideration.
 - No response has been received to date and employer representative will follow up.
 - *Postscript – QNMU had responded to some of the employer positions outlined.*

2.2.2. **Business Arising**

- a. Report back on Out of Session Meetings for Resolution of Agreement was not applicable.

3. MATTERS UNDER NEGOTIATION

3.1. **Employee Position:**

Employee representative noted the following:

- a. at the last SBU meeting on 27 November 2019, a number of positions were orally addressed by both parties in terms of reaching a possible resolution;
- b. Employee representatives confirmed their position in writing on 29 November 2019;
- c. both parties met on 4 December for an un-minuted “out of session” SBU meeting where employer representatives tabled a document regarding Diocesan/RI consultation meetings regarding workload;
- d. employers subsequently amended this document on 5 December 2019;
 - i. employee representatives reconsidered their position of 29 November 2019 and tabled (11 February 2020) a revised position which amended: aspects of the employer position provided 5 December 2019; and
 - ii. advanced other positions in bold font. These positions are outlined below.

3.1.1. *Intervention on workload and work intensification*

a. Collaborative Planning Days

- i. Purpose is for employing authorities to schedule two collaborative planning days where they do not currently exist.

b. Primary Planning, Preparation and Correction Time

- i. 30 minutes of reduced contact time for primary teachers be redeployed as PPCT.

c. Workload/Work intensification – Letters of Exchange:

- i. Employee representatives noted that the employer representatives position did in part address some of employee representatives’ concerns, and the ones that were not addressed are bolded in the statements provided on page 2 in the tabled document.
- ii. Employee representatives noted that there needed to be a context in relation to the purpose/objective of the conversations and is consistent with what employee representatives originally tabled. It is also employee representatives view that one scheduled meeting would not have a significant effect, and at least two should be scheduled on an annual basis.

Employee representatives also advised that there needs to be a mechanism to schedule additional meetings (as required).

- iii. It is employee representatives view that there needs to be employee participation at these meetings.
 - iv. Employee representatives suggested changes to the Diocesan consultative meeting in the employer document, as follows:
 - specified context, intent and purpose/objective.
 - added at least two meetings on an annual basis
 - added mechanism required for additional meeting if required
 - added employees (maximum 3) in attendance as notified by IEUA-QNT
 - v. Employee representatives suggested changes to the RI/PJP Consultation Meetings, as follows:
 - replace union with IEUA-QNT
 - added attendance by employees as notified by IEUA-QNT
 - vi. Employee representatives are in a position to agree on workload intensification based on the above points and that these changes would form part of an exchange of letters.

3.1.2. *Middle/Senior Leaders*

- a. Primary Middle Leaders:
 - i. Employee representative noted:
 - employers do not want primary ML positions scheduled in this EA;
 - their concern about this particularly with the inclusion of substantive allowances, classifications etc where relevant;
 - ii. Employee representatives suggest the inclusion of an EA clause providing a safety net so that staff are not disadvantaged in what is an unspecified space in the EA. Employee representatives also noted that there is no explicit claim to schedule the conditions for primary middle leader in this round of bargaining.
 - iii. Employer representatives are to consider and respond.

3.1.3. *Wages*

- a. Employee representatives outlined following claims:
 - i. Back payment of wages from 1 May 2019 (employees other than teachers) or 1 July 2019 (teaching employees)
 - ii. open to a lump sum payment less than \$1250 but greater than \$500 and requesting employers show employees enhancement in difference of the amount.
 - iii. Counsellor Wages, employee representatives are suggesting increases at top rate to align with EQ for BCE with additional top rate and remove current lower rate for other than BCE employing authorities.

3.1.4. *Length of Agreement*

- a. Employee representatives noted:
 - i. a preference for a 3 year EA from 1 July 2019;
 - ii. if later than above, then need to explicitly include provision for a Proficient 9 (P9) in the Agreement.

3.1.5. *Boarding*

- a. Employee representatives were not in a position to respond to previously tabled employer proposed clause.

**Both parties to caucus to consider matters discussed at 10.30am
Meeting resumed at 11am**

3.2. Employer Position:

3.2.1. Employer respond to Employee position:

- a. Employer representatives noted:
 - i. employers have considered the 29 November 2019 document provided previously by employee representatives;
 - ii. negotiations should be able to be finalised by the next scheduled SBU meeting;
 - iii. if parties are unable to finalise within that time frame, other processes will need to be considered.
 - iv. Employers have provided approval to respond to positions outlined in 29 November 2019 document to resolve negotiations by the end of February.

Re: Diocesan Consultation Meeting - Exchange of letters:

- b. Employer representatives:
 - i. Given changes provided in the document tabled by employee representatives employers do not have the authority to come to an agreement; however, can provide some suggested changes, which they would be prepared to take back to Directors for consideration who have been very clear about their views to date.
 - ii. Employers outlined suggested changes to try and move issues forward expeditiously.
- c. Employee representatives advised they will consider suggested changes and will respond later in the meeting.

Other Leadership Roles:

- d. Employer representatives:
 - i. understand where employee representatives are coming from on this issue but expressed concern regarding the wording of a clause proposed to be included in the Agreement;
 - ii. the issue is believed to be able to be appropriately dealt with employees via other processes and note that primary ML issues are already agreed by employers to be placed as an agenda item for Diocesan meetings.
- e. Employee representative stated there could not be more of a lighter touch in terms of giving people protection than the clause proposed.
- f. Employer representative agree with the intention of ensuring employees are not disadvantaged given changes discussed regarding other proposed changes to ML conditions. After considering the position tabled by employee representative's there are already protections in place and this issue could be addressed through staffing contracts or letters from Directors to staff in those positions.

One off lump sum payment:

- g. Employer representatives noted that employers have considered the issues and their view is consistent as previously expressed, \$500 for a four year agreement with the eligibility as follows:
 - i. Pro-rata to part time and term time employees (payment at time of Agreement)
 - ii. Casual employees who have served at least 100 days in preceding 12 months
 - iii. Continuing employees on paid leave
 - iv. ML/SL paid allowances
 - v. do not agree to claims for payment regarding unpaid leave or FTE changes due to parental leave

Counsellor Wages:

- h. Employers position is that the current EA provisions and conditions are reasonable and do not agreed to changes as previously advised to employee representatives.

Length of agreement:

- i. Employers noted that if there is no agreement to a 4-year agreement, then there will be no \$500 payment and employers are happy to proceed on the basis of a 3 year agreement in those circumstances.

Primary 30 reduction and PPCT time:

- j. Employer representatives:
 - i. employers have noted employee representatives stating the 30 minute reduction should be redeployed to PPCT time is a significant issue;
 - ii. to resolve negotiations employers have considered the issue on the basis of reaching an agreement and finalising negotiations as a total package this month, employers are prepared to make a significant compromise on this issue and, from 1 January 2022, have the reduction go to PPCT, with the clarification that PPCT includes collaborative activities.
- k. The parties discussed whether the use of PPCT is at the discretion of the teacher or can an employer have control over its use. Employer representatives disagreed with the view of employee representatives that the PPCT clause currently allows its use to be solely at the discretion of the teacher.

Collaborative planning days:

- l. Employer representatives:
 - i. Employers have considered collaborative planning days, and with a view to resolving negotiations this month as a package, they are open to additional collaborative planning days where they are not provided already in secondary schools of the equivalent time of 2 days per annum.
- m. Following queries by employee representatives, employer representatives noted:
 - i. the time is considered to be part of hours of duty;
 - ii. given reduced hours for primary teachers, employers considered the issue as part of total package, which has been the subject of a further compromise from employers in terms of those reduced hours going to PPCT.

4-year Agreement

- n. Following queries from employee representatives about a 4-year agreement, employer representatives noted:
 - i. "P9" - the need to resolve those issues will depend on employee representatives advising whether they are open to 4-year agreement or not, if not, then issues not relevant and \$500 will not be paid as part of a package.
 - ii. Nominal expiry date – intended to be 30 June 2022 for a 3-year EA or 30 June 2023 for a 4-year Agreement.
 - iii. Backpay – employers would pay this if negotiations finalised by next negotiation meeting.

Boarding

- o. Employee representatives wished to refer to clauses tabled by employers in SBU#11 – 27/11/19:
 - i. their position as per the last agreement was a positive step and that board & lodging was not de facto remuneration.
 - ii. clear in the current Agreement that when staff are on site they are provide with board and lodgings
 - iii. a number of employing authorities did not apply the last Agreement provision. Employee position of 27 November removes the position that was resolved in the last Agreement. Employee representatives cannot agree to a position that takes away provisions.
- p. Employer representatives referred to the agreed minutes of the SBU meeting #5 (16/7/19) which outlined the employee representative's view as being different to what is being said now.
- q. Employee representative stated that this was not the case, and again stated that the existing current provisions were a contemporary boarding position that board and lodging was not de facto remuneration. Employee representatives do not accept the employer representatives'

position that takes away a benefit that was put in place with the approval of the current Agreement.

- r. Both parties agreed the boarding issue will need to be discussed further.

Summary

- a. Employee representatives noted that employee representatives for their part would look for 'a package'. Employee representatives advised that there is a gap in what would be an appropriate package. Employee representatives also noted that there would be several concerns that have not been heard by employing authorities. Employee representatives noted that employees want it finalised, but in terms that makes sense to them. There are elements that need to be dealt with to finalise the agreement. The issue is the difference of opinion regarding what is a "reasonable package".
- b. Employee representatives further noted that there is a challenge that the parties have is to find a space with the respective instructions where both the employer and employee representatives can live with the agreed outcome that is reasonable. Employee representatives noted that this is a shared issue for the parties to consider.
- c. Employee representative commented that employees will look at 'the package', stating there is a considerable gap between both packages. There are concerns that have not been listened to. Employees want the negotiations finalised also but on what terms? Employees will not support the outcome unless it has certain elements and the challenge is to find a space both parties can live with, which is a shared task.
- d. Employer representative stated there has been a lot of feedback from employees in relation to the recent employer letter and asking how they can vote on employer offer. Employers believe they have certainly done their share in trying to resolve negotiations.

Caucus at 11.40

Meeting resumed at Noon

Employee response:

- a. Employee representatives want to acknowledge and thanked the employing authorities for the positions that have been tabled. It is the employee representatives' intention to expeditiously reach an outcome with a view to have a reasonable resolution to these negotiations.
- b. Employee representatives reiterated that it's our joint responsibility to find the package that the parties find as an acceptable resolution to these negotiations.
- c. Employee representatives noted that there has been clarification and determination in seeking a resolution by way of the process of negotiation.
- d. Employee representatives further noted that the positions that employer representatives have tabled are notional but are at present undefined and unresolved. Employee representatives require clarification, definition and determination so that employees know what they are signing up for. From employee representatives' perspective, employee representatives are prepared to explore the issues and, in some instances, require clarification or determination.
- e. Employee representatives require further detail and clarification on issues before any in principle agreement can be reached and explored the employer positions regarding:
 - i. Secondary Collaborative Planning Time
 - ii. PPCT for primary teachers
Employee representatives expressed their concern regarding primary teacher PPCT and the impact it would have on the existing PPCT entitlement. Employee representatives would seek some safeguards in place to protect the existing two hours of PPCT. Employee representatives requested that a set of words be placed on the table for consideration. Employees also advised that the character of the 30 minutes requires further consideration.
- f. Employee representatives responded to the following:
Re: Diocesan Consultation Meeting - Exchange of letters:

- i. Employee representatives agreed to the suggested amendments proposed by employers for consideration by employing authorities.

Primary Middle Leaders:

- i. Employee representatives noted that their fundamental position is to protect primary middle leaders. Employee representative requested to see contractual agreements from employers based on interest in relation to the operative provisions regarding employment provisions. Requires clear provision from Catholic employing authorities regarding staffing contracts. It is employee representatives' view that the fundamental concern is that these employees should benefit from outcomes of these negotiations.

One-off lump sum payment:

- i. Employee representatives noted that the quantum of \$500 still requires further discussions and requested that this issue be parked.
- ii. Clarification of other items were discussed between the parties.

Counsellors Wages:

- i. Employee representatives do not understand employer position and claim is to reflect an outcome consistent with benchmark for these critical roles in schools.
- ii. Employee representatives specifically requested employers to reconsider their position in relation to this matter.
- iii. The parties had discussions about the roles in the state system and employers believe these are not the same.
- iv. Employee representatives are open to further discussing the conditions for counsellors with employers.

Length of agreement:

- g. Employee representatives are, not in principle, opposed to a 4-year agreement. Employees advised that there needs to be specifically resolved:
 - i. The mechanism for a wage increase in the fourth year of the proposed agreement.
 - ii. The equivalent position in the public sector of what we are calling Proficient 9 – wage rate and eligibility to access this rate.
- h. Employee representatives requested that employers provide their position in relation to the mechanism for the wage increase in the fourth year and P9.
- i. Employee representatives are prepared to continue the discussion regarding the “package”. Employee representatives have been transparent in relation to what needs clarification and determination.

Employer representative position:

- a. Employer representatives sought clarification on the following:
 - i. Would union agree to quantum of \$500 for 4-year EA if the two matters were resolved? – Employee representatives confirmed that consideration of the quantum was part of any consideration of any overall package from an employee perspective.
 - ii. If employee representatives provide relevant information about future intentions regarding relevant primary ML role, would this suffice? – employee representatives were open to this if such employees were shown to receive Agreement benefits.

Lunch at 12.30pm

Caucus for both parties at 1pm

Meeting resumed at 1.20pm

- In order to progress the finalisation of negotiations by end of February, employee representatives agreed to employer suggestion of offline SBU on 20/2/20 so that issues are canvassed before next SBU on 26/2/20.
- Both parties to forward relevant documents prior to “out of session” SBU meeting scheduled for 20 February 2020.

4. NEXT MEETING

4.1. Next 'out of session' SBU meeting: Thursday 20 February 2020 - 1.00-4.00pm

4.2. Next formal SBU Meeting: Wednesday 26 February 2020 - 1.00-4.00pm

5. CLOSE OF MEETING: 1:00pm