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2 March 2009

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LUTHERAN SCHOOLS COLLECTIVE BARGAINING 2009



CHAPTER BRIEFING No. 4

Collective Bargaining commences with the tabling of the employer and employee Logs of Claim

Dear Colleagues

The first meeting of the Lutheran Schools Collective Bargaining group to negotiate a replacement industrial agreement met on 18 February 2009 to determine negotiating protocols and to table the respective Logs of Claim from the employers and employees.

1. Jurisdiction

The employers tabled advice that they were, for the purposes of negotiating this agreement, in the federal industrial relations jurisdiction and proposed a collective federal agreement to replace the current common law Deed of Arrangement.

Employee representatives indicated that other options were open to the employer and spoke to amending the preserved State Agreement or amending the common law Deed of Agreement, citing concerns for employees' working rights and conditions under the *Workplace Relations Act*.

2. Protection for Employees' Working Rights and Conditions Agreed

The employer agreed to reconsider the industrial instrument in the light of employee concerns about the erosion of working rights and conditions. They confirmed that:

- They would consider an amended preserved State Collective Agreement; and
- Gave an assurance that current working rights and conditions which were threatened by the *Workplace Relations Act 1997* would be protected in a common law Deed if the employer decided to negotiate a federal collective agreement.

3. Communication Protocols

The parties agreed that the Joint Communiqué would be the first communication with employees subject to the Communiqué being in schools within 5 working days of the meeting of the Collective Bargaining representatives. Following this, the employee representatives could then provide separate briefings to inform and determine feedback from employees in schools.

4. Employee Log of Claims

QIEU and employee representatives formally tabled the employee claim to the Lutheran employer representatives. Detailed explanation was provided on each issue with emphasis placed on the emerging consensus over professional pay rates in most Australian States and Territories.

5. Employer Log of Claims

The employer representatives tabled their claim and spoke to the matters contained therein. Detailed below are the key features of the employer claim with commentary and/or explanation where necessary.

5.1 Wages

- The employer has offered a 4% pay increase from 1 May 2009 for all employees which would see a graduate teacher earning \$50,778 and a teacher with nine years experience \$71,594.
- Employees tabled a claim which would see a graduate teacher earning \$53,000 and a B3S4 teacher in excess of \$75,000 to reflect wage movement in Victoria, NSW, Northern Territory and Western Australia.
- Employees noted with disappointment that the offer of 4% or \$30 per week (whichever was the greater) was less than the Queensland Public Service offer of 4.5% or \$34 per week.

5.2 Time Grab

- The employer is seeking a substantial realignment of the school year.
- Currently teachers cannot be called upon for professional duties for eleven weeks of the school vacation time. The employer proposal seeks to reduce this by determining:
 - (i) time off work during student vacations is not a form of annual or other leave, except for a period of four (4) weeks taken during student vacations;
 - (ii) the remaining time shall be:
 - Time off in lieu of hours worked outside of the proscribed hours of duty during term time; and
 - Time for professional development activities including Accreditation (theological training).

5.3 Maximum Hours of Work Provision from Workplace Relations Act (1996)

- The employer is seeking a provision be inserted into this Agreement which will allow the employer to average hours of duty over 48 weeks rather than the current Agreement which is a weekly or cyclic provision;
- This provision would link to 5.2(i) Time Grab above and allow employers to require teachers to work above and beyond the current hours of duty and offer them time in lieu in the student vacation time.

5.4 Removal of Schedules 8 and 9 Site Variation at St Peter's Lutheran College and Redeemer Lutheran College

- The employer is seeking to remove the site variation at St Peter's and Redeemer with significant consequences for employees in both work sites. Employees at these sites are urged to give careful consideration to the impact of the proposed changes at Chapter meetings prior to the next meeting of the Collective Bargaining Unit.

5.5 Removal of Annexure B, C and D

- Employees in Lutheran Schools have enjoyed processes which afford them procedural fairness and natural justice when faced with a parental complaint, serious misconduct or unsatisfactory performance.
- The employer is proposing to review these schedules and, once reviewed, remove them from the industrial agreement meaning they will have no force under industrial law nor will any changes be subject to employee ballot.
- The employer sees these Annexures as employer policy documents outside the agreement.

6. Member Action

Member consultation is required to inform the employee response to the above issues at the next meeting of the parties. Please consider the above issues and meet with your colleagues at a Chapter meeting to discuss and determine the following resolutions.

Kind Regards



**CHRIS SEYMOUR
OFFICER ASSISTING EMPLOYEES AT THE
LUTHERAN SCHOOLS COLLECTIVE BARGAINING NEGOTIATIONS**



Lutheran Schools Collective Bargaining 2009

FAXBACK

Fax (07) 3839 7021

2 March 2009

Chapter Briefing No. 4

Motions for Consideration

1. Employees at _____ school call upon their employer to rethink the wage offer to take account of interstate wage movement in teachers' pay.
CARRIED / NOT CARRIED
2. Employees at _____ school call upon the employer to commit to maintaining the nexus between percentage increases achieved by teachers by flowing them on to School Officers and ancillary staff.
CARRIED / NOT CARRIED
3. Employers at _____ school call upon the employer to reconsider the offer of \$30 per week or a percentage increase (whichever is the greater) for the lowest paid employees in the light of a 4.5% offer to the Queensland Public Service or \$34 per week (whichever is the greater).
CARRIED / NOT CARRIED
4. Teachers note they are current entitled to 11 weeks when the employer cannot direct them. Teachers call upon the employer to honour this and remove the proposed time grab which would see annual leave restricted to 4 weeks in the Christmas vacation.
CARRIED / NOT CARRIED
5. Employees at _____ school call upon the employer to recognise that Annexures B, C and D deal with fundamental industrial issues and should be part of any industrial Agreement covering Lutheran School employers.
CARRIED / NOT CARRIED

Matters relating to St Peter's and Redeemer Lutheran will be considered by Chapters in those schools at their Chapter Meetings.

Additional Comment:

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If insufficient space, please attach further sheets.

PLEASE FAX BACK TO QIEU BY CLOSE OF BUSINESS

TUESDAY, 10 MARCH 2009

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