

23.10.17

**10 Deputy R.J. Ward of the Chair of the States Employment Board regarding the teaching staff dispute (OQ.204/2023)**

Will the Chair advise what additional pay offers, if any, have been considered to end the dispute with Jersey's teaching staff; and what negotiations, if any, have taken place to discuss either such an additional offer or the lack of one?

**Connétable A.N. Jehan of St. John (Vice-Chair, States Employment Board - rapporteur):**

Talks started some 12 months ago for the 2023 pay and most recently representatives met with the N.A.S.U.W.T. (National Association of Schoolmasters Union of Women Teachers) and N.E.U. (National Education Union) just under 2 weeks ago. We maintain the line, in line with other public services pay groups, that the offer of a fully consolidated 7.9 per cent is a fair, reasonable and equitable offer.

**4.10.1 Deputy R.J. Ward:**

I can assume that no additional offer has been made since that one was rejected. Is the chair, assistant chair; I am not entirely sure what titles are anymore, I am losing track of them in Government. Is the chair willing to address the issue which has clearly been rejected by all unions, despite what was published last night by Government in order to end this dispute?

**The Connétable of St. John:**

Since June we have offered binding arbitrations where both parties would put their cases forward. It is an independent body and we continue to offer that to the unions. We remain confident that the offer that we have made is a fair and reasonable offer. It has been accepted by all of the other pay groups on the Island, including many people who work in the education sector.

**4.10.2 Deputy S.Y. Mézec:**

The assistant chair referred to binding arbitration as part of this. Can he confirm whether or not a process of binding arbitration would have the ability to overrule the Government setting of the financial envelope from which pay would be offered from, and would they have the ability to force the Government against its wishes to increase that envelope?

**The Connétable of St. John:**

My understanding is that binding arbitration will be binding on both parties and therefore if the arbitration identified that the Government had to pay more money, then I believe we would be bound to live by that decision.

**4.10.3 Deputy S.Y. Mézec:**

That did not refer specifically to the financial envelope, which is something that the Government sets. Binding arbitration could say they should have a 2 million per cent pay increase but obviously that could not happen, there is not enough money on the planet for that, it would be set within an envelope. Do the arbitrators have the ability to say to the Government: "The financial envelope which you have set can be overturned by us and a substantially more generous pay offer be provided"?

**The Connétable of St. John:**

My understanding is that binding arbitration listens to both cases, both the employer and the employee, and would make a decision based on that, one of what is reasonable, what is affordable,

so it is unlikely that the Deputy's 2 million per cent increase would take place, but a reasonable increase may be judged by the arbiter to be paid. The binding arbitration is done by an independent third party neither connected to the employer or the employee.

**Deputy S.Y. Mézec:**

My question is about the financial envelope which is a specific thing set by Government, and he is avoiding using those words in his answer. I think it could be a yes or no answer to the question I have asked.

**The Connétable of St. John:**

The Government would put their case forward as to the affordability of the existing pay offer. It would be for the arbiter to decide.

**The Bailiff:**

Well I think the question is directed in this way: it is if the award of necessity causes an increase to the envelope - or envelope, depending upon your pronunciation choice - is this something that will simply have to happen by dint of the arbitrator's award?

**The Connétable of St. John:**

My understanding is that we would enter into binding arbitration in good faith and therefore if the arbiter gave a higher increase, then we would have to acknowledge that and find a way of funding that.

**The Bailiff:**

I think that must be the answer to the question then.

**Deputy G.P. Southern:**

I think the responder has just answered my question.

**4.10.4 Deputy R.J. Ward:**

Can the chair confirm that no unconsolidated extra offers were made during negotiation?

**The Connétable of St. John:**

We have been in negotiation, as I said, for some 12 months and we have not been party to those detailed discussions. We have been very clear with the agenda that we have set and the pay claim has not changed and the offer has not changed in recent months.

**Deputy R.J. Ward:**

Sorry, it is really difficult today to get a straight answer. So has no unconsolidated offer been made in addition to the 7.9 per cent, was my question. Again, it is a simple yes or no.

**The Bailiff:**

I am sorry, Deputy, I thought an answer that said there has been no change must mean no. I cannot see that it can mean anything other than that.