

# EB9 SBU Meeting #3

Tuesday 28 May 2019 9:30am-3:30pm

## MINUTES

### 1 Welcome

#### 1.1 Attendance and apologies

##### Employee Representatives:

Terry Burke

Melissa Goodingham

Daryl Bathe

Jo-Anne Desailly

Ian Hughes

Monique Roosen

Paul Giles

Marie Sellin

Terri-an Nolan

Mark Rieken

Andrew Elphinstone

Brad Hayes

Mark Harris

Kerry Esmond

Nicole Kapernick

Jessica Ladlay (observer)

##### Employer Representatives:

Ray Kelly

Nicole Spohn (proxy)

Lindsay Hawkins

Sally Towns

Alison Terrey

Colin O'Neill

Gary Cooper

Julia Cassidy

Jennifer Elvery

Andrea Alchin

Alyn Cooper

**Apologies:** Peter Chapman (proxy), Kevin Collins

#### 1.2 Prayer

Prayers offered by attendees.

### 2 General Business

#### 2.1 Minutes of the previous Meeting

##### 2.1.1 Confirmation of the Minutes of 14 May 2019

- a. Draft minutes of the SBU meeting #2 on 14 May 2019 were exchanged prior to the meeting.
- b. Following discussions, the tabled Minutes of Meeting #2 (14 May 2019) were confirmed with some agreed amendments.
- c. Employee representatives requested clarification on whether Peter Chapman was being permanently replaced as member of the SBU. Employer representative to provide advice in this regard.

## 2.2 Business Arising from the previous Meeting

### 2.2.1 Scope of Agreement (*Status of Early Childhood Education Centres*)

- a. Employer representative stated that the early childhood education centres were not within the coverage clause of agreements under negotiation and considered outside the scope of these negotiations. Employee representatives invited to liaise with relevant employers separately to clarify any issues.
- b. Employee representative referred to an advertisement for a position in the Rockhampton Catholic Education diocese referring to 9 kindergartens. Employee representatives noted that this Diocesan employing authority overtly included kindergartens in its authority.
- c. Employer representatives referred to the coverage clause of the agreements and that the kindergartens were not part of the school or under direction of the principal.
- d. Employee representatives noted again the significance of the Full Bench Decision (*Stuartholme v IEUA*) that matters of scope were legitimately matters which could be subject to claim and negotiation. It was within the capacity within these negotiations, therefore, to include kindergartens.

## 2.3 Procedural Matters

### 2.3.1 *Status of Negotiations/Form of Agreement*

- a. Employee representatives noted that they reserved their rights in relation to the context of the two single interest employer authorisations (SIEAs) and re-stated their preference is to seek separate agreements with each employing authority.

### 2.3.2 *Communications*

- a. It was noted that the minutes had been made available on the EB9 website.
- b. Employee representatives confirmed they had communicated with their members.
- c. Employer representatives confirmed employers communicated with their employees.

### 2.3.3 *Sub-committees*

#### 2.3.4 *Technical Amendments (Claim Item 7.2.6)*

- a. Employer representatives nominated Ray Kelly and Colin O'Neill for the technical amendments subcommittee.
  - i Employee representatives nominate Paul Giles, Monique Roosen and John Spriggs for the technical amendments subcommittee. Employee representatives will write to employers' representatives proposing meeting dates for the subcommittee.

### 2.3.5 *Nursing Provisions*

- a. Employer representative confirmed it will finalise proposed changes and arrange a meeting with the QMNU directly.

### 3 Employer and Employee Log of Claims

#### 3.1 Employer Response to Employee Representative Tabled Provision

##### 3.1.1 Claim Item 7.1: Parental Leave

- a. Employers are open to changes to paid parental leave to extend beyond mothers to spouses. Employer representatives are not proposing to table clauses as it is complex given parental leave is included in multiple parts of the current agreements and consolidation should occur where possible. Accordingly, employers preferred to outline some principles in response to the employee representative claims for discussion, which were as follows:
  - i No changes to how paid parental leave applies for mothers, which commences at the start of parental leave (i.e. mothers access paid component of parental leave prior to birth, which may vary from a couple of weeks to a couple of months before);
  - ii a father/spouse could access paid parental leave up to a maximum of 14 weeks from the date of birth, but only paid for the period between date of birth and the 14th week after birth when they are the primary care giver of the child;
  - iii for employee couples who both work at Queensland Catholic school employers, then a maximum of 14 weeks will be paid between the couple (i.e. if mother is paid 14 weeks prior to birth and father becomes primary care giver, then no entitlement to paid parental leave for the father);
  - iv an employee will receive either spousal/paternity leave or paid parental leave, but not both, so any such paid paternity leave would be offset against the amount of paid parental leave to which a father may otherwise be entitled.
- b. Employee representatives noted that the employee accessing parental leave needs to be the primary care-giver. In addition, employee representatives do not agree that the current entitlement that an employee couple can receive in total 16 weeks should not be diminished (as indicated by the employer proposal). The primary care-giver accessing parental leave should be able to access the balance of the period of the paid parental leave. For example, the father and mother each take 2 weeks'. For the primary giver, there would be 12 week balance, then that is available to the primary care-giver.
- c. Parties noted the positions and agreed that this item will be further considered.

##### 3.1.2 Claim Item 1.8: Cultural Leave

- a. Employer representatives stated in response to employee representatives' claim, employers are open to providing support for its First Nations employees as follows (having noted that there were no identified paid cultural leave provisions that currently apply in Education Queensland):
  - i up to 10 days of cultural leave per year, 2 days paid and the remainder unpaid, non-cumulative;
  - ii agree to change terminology to "First Nations People", but also proposing to use traditional "lore" rather than traditional "law";
  - iii maintain existing provisions in relation to approval processes;
  - iv delete "who self-identifies as First Nation, and", maintaining existing provisions for eligibility to those employees being required to attend ceremonies by traditional customs;
  - v maintaining current definition in the Agreement (1.3.9) for "immediate family and provisions for "immediate family or members of the household".
- b. Employee representatives noted that the employer response is inconsistent with what the Catholic Church statements regarding reconciliation and employers need to be more sensitive to recognising First Nations Peoples. Employee representatives indicated that the rejection of extension the definition of 'immediate family or household' to account for kinship relationships is deeply offensive and the non-inclusions of employees who self-identify is also offensive and

employers should and can do better. Employee representatives are open to further discussion regarding the quanta of days that will be available for First Nations Peoples to access.

- c. Employer representatives do not accept that the position offered by the employers was offensive.

### 3.1.3 Claim Item 1.3: Continuous Hours for all school staff

- a. Employer representatives stated:
  - i Employers are concerned regarding comments at the last meeting that some timetablers may be taking an indifferent approach to employees' needs and rostering breaks between duties;
  - ii timetabling is a difficult job with a lot of competing demands and dynamics to be met and it is not always possible to timetable part-time employees with continuous programmed hours;
  - iii If an employee has a concern that there has been indifferent timetabling in their case at their school, then they are encouraged to raise such concerns with administration to understand the decisions made and the options that have been considered;
  - iv Accordingly, employers do not agree with the proposed clause change and encourage discussions at the school level.
- b. Employee representatives queried employer representatives asking, where the employees go if these matters are raised persistently, and there is no action. Employee representatives queried what do they do next?
- c. Employee representatives queried the broader issue regarding continuous hours. Employee representatives identified the 10 or 15 minutes between duties, is paid work.
- d. Employee representatives note that in the absence of this clause does not clarify that the hours are worked continuously.
- e. Employee representatives raised specific examples for the employer to consider.
- f. Employer representatives acknowledged that the issue of what is directed and non-directed time has practical implications at the School.
- g. Employee representatives noted that there needs to be a reference point in the Agreement to assist with the programming of the School.
- h. Employee representatives note that there should be broader direction that needs to be examined by employing authorities.
- i. Employee representatives note the employer representatives' position, and it's not accepted.
- j. Employer representatives confirmed that they will consider the issues raised by employee representatives.

### 3.1.4 Claim Item 3.1 and 3.3: Fixed Term

- a. Employer representatives stated:
  - i the interests of the employee representatives' claim is to reduce the number of fixed term engagements and have more ongoing employment as this has benefits for employees, including, assisting in obtaining finance.
  - ii Following on from discussions at the last meeting, the identification of what may be core or expected ongoing funding may enable a level of ongoing employment, but there is the need for employers to be able to adjust hours where, for example, funding may change;
  - iii So rather than focus on increasing regulation of fixed term provisions, considering a proposal that provides opportunity for ongoing employment, but enabling the schools to respond flexibly to change working hours based on changing needs.
  - iv The employer proposal is to be able to vary hours (up or down based on needs) for part-time and term time employees, which could only occur following the employer writing to the employee:

- identifying the need for variation (which must align with a prescribed reason including changes in enrolments, curriculum, program, funding and other reasons included in the general consultation clause); and
  - the proposed change in hours.
- v This would initiate a consultation process with the employee so that the employee can outline impacts of the change and the employer must consider those impacts prior to making a final decision in writing about the change of hours.
- vi Following a query from employee representatives, it was confirmed that the process as suggested would have general application to term-time and part-time employees, including those currently on continuing contracts, but the focus is in response to enabling greater continuing employment opportunities for fixed term employees.
- b. Employee representatives indicated that they do not want to see a diminution in employee's conditions. Employee representatives noted that the employer representatives' position is putting at risk a whole range of employees and it is a perverse response to the problem.
- c. Employee representatives also queried the employer response to conducting an audit of fixed term engagements.
- d. Employee representatives noted that the employer representatives position does not provide a solution to the problem and that they are opposed to the employer's proposal.
- e. Employer representatives stated:
- i The feedback from the employee representatives was appreciated and employers will consider its proposal further.
  - ii The intention of the employer proposal was not to cause concern to existing ongoing employees and the aim of the proposal is to have provisions that will reduce fixed term engagement and increase ongoing employment, but maintain the ability to respond to changing needs.
  - iii Employers do not agree to conducting a joint audit with the IEUA-QNT, however, as has been acknowledged, employers have been undertaking reviews of fixed term engagements and other employers are in the process of doing so and this would have been part of the employer proposal to reduce the prevalence of fixed term engagements.

### *3.1.5 Claim Item 3.3: Certainty of Hours for part time employees*

- a. The employers confirmed that this issue is part of the previous item (fixed term contracts) that is being further considered.

### *3.1.6 Claim Item 5.2: Superannuation*

- a. Employer representatives provided their response to the employee representatives' claims as follows:
- i some of the employers are currently paying superannuation on amounts less than \$450 per month even though not legislatively required to do so, while others currently are not – employers do not agree to mandating this in the enterprise agreements as proposed by the claim and to maintain existing practices;
  - ii employers do not agree to the proposal of paying superannuation on components of unpaid parental leave. Employers did not accept the comment of the employee representative that refusal of the claim means that the employers do not recognise and value the contribution of female employees who make up a significant number of the workforce. Employers provide support to women in the workplace through flexible working arrangements and many other ways through current agreement provisions and otherwise;
  - iii employers agree to the change of name of the relevant superannuation fund to the new merged entity, subject to ensuring it is the correct legal name;

- iv employers agree to amend the current provision that restricts fixed term employees from accessing salary packaging of superannuation;
- v employers do not believe the inclusion of the legislated superannuation contribution rates in the agreement is necessary and does not accept the employee representatives' proposed clause which includes these proposed SGC rates.
- b. Employee representative did not accept the rejection of their claims and believed the proposed inclusion of the superannuation contribution rates was for the benefit of the employers and employees more generally. It is an acknowledgement of what would occur in relation to what is co-contributed into superannuation, if this was legislated. Employee representatives noted that there has been a schedule for employer and employee regarding co-contributions into superannuation funds.
- c. Employer representatives stated that the current provisions of the enterprise agreement already provide for the absorption of increased legislative contributions as part of the co-contribution arrangements.
- d. Employee representatives also indicated that the prohibition to contribute into Self-Managed Superannuation Funds has been removed consistent with legislative requirements at clause 4.15.1 (b). Employer representatives indicated that they would consider this matter.

#### *3.1.7 Claim Item 1.7: Professional School Office Support and Supervision*

- a. Employer representatives believe the employee representatives' proposed change to the clause does not seem necessary as the current clause already encompasses administrative duties that school officers perform.
- b. Employee representatives stated the amendments go beyond typical duties of school officers, the lists that are included in employee representatives claim are indicative duties that the school officer may undertake. Clause 8.8.2 specifies that there may be additional training that may be provided to the school officer to meet the duty of care requirements. This clause remains unaltered.
- c. Employers still questioned the need for further inclusion and emphasised that duty of care issues are inherent without additional references, but will consider the comments further.

#### *3.1.8 Claim Item 2.1: Guaranteed entitlement to professional development*

- a. Employee representatives noted that there is no evidence to support school officers are receiving training beyond regulatory and compliance training. Employee representatives clarified that their claim for minimum of 10 hours professional development would be *pro rata* for employees working less than full-time to a quantum of five hours per annum.
- b. Employer representatives stated that professional development is important for employees and this happens on the basis of priorities and may differ from one cohort of employees to the next and from one year to the next. Employers do not agree to providing minimum professional development provisions in the agreement for this reason.

#### *3.1.9 Claim Item 2.2: Career recognition and remuneration (School Officer Joint Working Party)*

- a. Employer representatives stated:
  - i they agree that a review of the school officer classification structure was important for updating and clarification;
  - ii however, the employers do not agree with the process tabled by the employee representatives. Employers want an opportunity to consider the issues and consult widely to ensure they are informed of concerns from their perspective before entering into discussions with employee representatives;
  - iii accordingly, employers do not wish to establish a Joint Working Party by the end of May 2019 as proposed by employee representatives, but will enter into discussions with employee representatives during 2020 with a view to an implementation date of 2021, the implementation date proposed by employee representatives.

- b. Employee representatives note that there are issues in relation to the timeframes proposed by the employer representatives.
- c. Employee representatives seek a formal tabled position from employer representatives in relation to this matter.
- d. Employee representatives' noted that the employer response was inadequate and employer's need to do more by way of a response.

*3.1.10 Claim Item 2.3: Recognition of professional duties and responsibilities*

- a. Employer representatives advised:
  - i that the proposed clause is unnecessary as employees should be paid for the hours of work they are directed and reasonably required to perform the role;
  - ii the laboratory assistant scenario example at the last meeting was further discussed in the above context; and
  - iii following further discussions, the employee representatives stated the clause is required to remove doubt as to whether an employee is required to attend (for example, a day of professional development that is being held on a non-rostered work day, but not compulsory) and school officers would know what the clause is about and provide them comfort in addressing the issue of whether they are required to attend and therefore should be paid.
- b. Employer representatives stated that the proposed clause is not clear and employers would find it confusing and would not necessarily address the issue being raised and role descriptions and clarity is a way this could be addressed. Also, if school officers are expected to be comfortable in the process in the proposed clause, would it then be expected that if there was confusion as to whether any hours are required and be paid to raise that with administration?
- c. Employee representatives noted that employing authorities should be clear about this with their employees and avoid issues of employers hinting that it would be good for employees to attend (e.g. a PD day), but not directing attendance and therefore not committing to payment of those hours. Employee representatives also note that there needs to be clarity in relation to this matter. Employee representatives requested that employer representatives reconsider this matter.
- d. Employers will consider the issue further, but do not believe the current clause, as proposed, is appropriate.

*3.1.11 Claim Item 2.4: Locality Allowance extended to all staff*

- a. Employer representatives stated that these allowances have been paid to teachers. Teachers are generally not originally local to those locations given the requirements to study as teachers, whereas, school officers and services staff are generally local to the area. Employers do not agree to extend the application beyond the current clauses and noted that school services equivalent staff in the public sector do not receive locality allowances; and
- b. Employee representatives said noted that the payments are for compensation for employees that work in the location and it is an issue of inequity to treat employees in the same situation differently.

*3.1.12 Claim Item 2.5: Annualisation of Salary*

- a. Employers stated:
  - i they are open to the employee claim of extending annualisation arrangements beyond school officers to services staff, but note there may be a need for consequential amendments to be made for other provisions for services staff to align with school officer provisions; and
  - ii at this stage, employers are not able to commit to a single set of arrangements as proposed by the employee representatives and would retain existing arrangements

applying to relevant employers. It was acknowledged that this would be an opportunity to streamline the agreement, but administrative processes make this difficult at present.

**3.1.13** *Claim Item 4.1.3: Protection of Middle Leadership Release Time*

**3.1.14** *Claim Item 4.3: Appointments to Acting Leadership Positions*

- a. Employers stated the above agenda items are better considered with the remainder of the employee representative claims so that it can be considered as a package.

**3.1.15** *3.1.15 Claim Item 7.2.1: Split Shifts*

- a. Employer representatives agreed to reinstate the payment for split shifts as follows:
  - i boarding supervisors would be excluded;
  - ii other employees who it applies to would be identified (e.g. cleaners etc); and
  - iii not on the basis of the 15% proposed, but on a flat amount taking into account the flat amounts previously paid – the issue of the “better off overall test” for the purposes of FWC approval is a consideration, but it of itself does not restrict the payment of a flat rate.
- b. Employee representatives noted clause X.4 of the employee proposal and requested feedback as to whether the exclusion for boarding supervisors this clause covered the issues to be raised by employer representatives regarding boarding supervisors.
- c. Employee representatives also noted the issue regarding the flat rate not necessarily meeting the Better off overall Test (BOOT). Employee representatives requested that employer representatives take this into account.

**3.1.16** *Claim Item 7.2.2: Definition: Continuous Service*

- a. There was a discussion between the parties as to the background of the employee representatives’ claim and whether it was necessary given the legislative provisions.
- b. Following the discussion between the parties, employers agreed to consider further the inclusion of the proposed provisions.

**3.2 Employer Log of Claims**

**3.2.1** *Employer Log of Claims – Consideration of Tabled Log*

**3.2.2** *Items for tabling (TBC by employer representatives)*

- a. Employers confirmed there were no items to be tabled at this meeting as employers have been focussing on the numerous claims made by employee representatives. Also confirmed that, in addition to the nurses’ claims as discussed, the items to be tabled relating to boarding supervisors will be to clarify arrangements for board and lodgings and averaging the 38 hours of work over a fortnight for supervisors not under annualised average hours.

**3.3 Employee Log of Claims – Tabling of Provisions**

**3.3.1** *Work Intensification*

- a. By way of introduction, employee representatives tabled an article from the *Education Review* (May 2019) that summarised the *Understanding Work in Schools* report conducted by the University of Sydney highlighting the following issues raised by teachers:
  - i teachers are universally struggling to preserve student focus in the face of new work activities and demands;
  - ii it is a policy/system issue and not just particular to a school context;
  - iii teachers highly value tasks that are perceived to directly relate to teaching and student learning and don’t value time consuming administrative work;

- iv increase in average of working hours of more than 50 hours per week, including administrative tasks; and
  - v teachers provided possible solutions such as reduced teaching time, reduced administrative demands with more time for collaboration and more specialist teacher support.
- b. Employee representatives also provided another reference to an English Department of Education research report (*Exploring teacher workload: qualitative research* – March 2018).

*Claim Item 1.1.1: Increase to Planning Preparation and Correction Time (PPCT) – tabled clause*

*Claim Item 1.1.2: Additional release time for collaborative planning – tabled clause*

*Claim Item 1.6: Contemporary Hours of Duty – Teachers – tabled clause*

- a. Employee representatives tabled a clause proposing:
- i for primary teachers – 1) PPCT increased from 2 to 3 hours and noted in the timetable; 2) an additional 1 day of PPCT per term for collaboration; 3) a reduction of class time from 24 to 23 hours per week; 4) start and finish times for “other duties” to be identified; and
  - ii For secondary teachers - 1) PPCT increased from 20 to 25% of contact time and noted in timetable; 2) an additional 1 day of PPCT per term for collaboration planning to schedule 5.2.2 a) to increase actual contact time by 25%; 3) start and finish times for “other duties” to be identified.

*Claim Item 1.2: Before and After School Activities – tabled clause*

- a. Employee representatives tabled proposed new provision (S5.10) in which teachers will not be required to attend more than two before or after school activities in the same week.

*Claim Item 1.4: Enhanced support for new programs or initiatives – tabled clause*

- a. Employee representatives tabled proposed changes to clause 2.3 with the inclusion of a new:
- i sub-clause (k) - regarding the implementation of new programs or initiatives to consider additional release time for employees required to develop or undertake new initiatives; and
  - ii clause 2.3.4 – findings of any impact study to be provided to relevant employees.

*Claim Item 6.1: Genuine Consultation with education practitioners – tabled clause*

- a. Employee representatives noted that the employee has the right to representation and the reference has been included. 1. First phase is consideration prior to a decision; and 2. The second phase is to make it clear that the employee may be represented at the outset by the relevant union. Employee representatives tabled proposed changes to consultation clause (clause 2.2) as follows:
- i requiring notification to relevant employees and the union when “considering” introduction of change (rather than when “a definite decision” has been made) and consider issues raised as part of consultation prior to a final decision being made; and
  - ii similar changes as above when employer proposing changes in working hours.
- b. Employer representatives made the following comments:
- i “considering” a decision makes it difficult to know at what point in time of the continuum of considering a matter does the obligation to consult arise; and
  - ii Making it a requirement for the employer to notify the relevant union at the same time of employees without knowing whether the relevant union has any affected members can be an issue, but obviously if an employee chooses to be represented then even the model FWA clause makes it clear that such representation must be recognised as part of the consultation process.
- c. Employers to consider the tabled clause further.

*Claim Item 6.3.1: Class Sizes – tabled clause*

- a. Employee representatives tabled a proposed clause that includes specific reference to the consideration of students with learning support needs. Following a question from the employers, employee representatives noted that the current words “learning capabilities” is not sufficient and students with learning support needs to be specified as “learning capabilities” takes into account gifted students also. Employee representatives also identified the amendments at clause 7.10.3.
- b. Employee representatives clarified that there has been no changes made to the class size targets.

*Claim Item 6.3.2: Allocation of Learning Support Resources – tabled clause*

- a. Employee representatives tabled proposed changes to Special Education Needs clause (clause 10.1) including:
  - i removing existing definition that prescribes what are special needs and replacing with general reference to students with “learning support needs”; and
  - ii including consultation requirements in accordance with clause 2.2 about decisions regarding students with learning support needs.
- b. Employer representatives commented that the removal of specifying what special needs refers to and replacing it with a general term will be a challenge given the proposed changes. Employee representatives stated they were seeking to remove labels as there is a growing group of students with a specific need for learning support and they may or may not fit the characteristics as they are currently described. Employee representatives are open to further discussion in relation to this matter.

*3.3.2 Positions of Middle and Senior Leadership*

- a. Employee representatives outlined that they will outline their proposal for ML/SL roles in three phases as follows:
  - i Phase 1 – provide proposed changes to ML/SL provisions relating to structure;
  - ii Phase 2 – outline principles in relation to how remuneration changes for ML/SL can be considered; and
  - iii Phase 3 – a proposal on remuneration rates, which can be provided in the future, but intending to deal with phases 1 and 2 in this meeting.

*Claim Item 4.1.1: Remuneration Levels for Middle Leaders**Claim Item 4.2.1: Senior Leadership Salary Rates*

- a. To be discussed in the future as part of phase 3.

*Claim Item 4.1.2: Formalisation of Primary School Middle Leadership positions**Claim Item 4.1.3: Protection of Middle Leadership Release Time**Claim Item 4.1.4: New Schools – Additional leadership demands in new schools**Claim Item 4.2.2: Confirmation of Substantive Salaries for all Senior Leaders*

- a. As part of phase 1, employee representatives tabled Schedule 4 proposed changes for the above matters as follows:
  - i Changes to S4.4.3 definition of “leadership” to include elements from AITSL standards and from comments previously made by employer representatives;
  - ii Make it clear that ML schedule applies to any position “however designated” (or named) if it fits within the responsibilities of the schedule (including existing positions in primary schools);

- iii Designating salary payment (not allowances) for AP positions (not REC/APRE) in primary schools up to 325 students and DP positions (not REC/APRE) for enrolments over 325 (proposed S4.11.1-6 and Table 2) – but employee representatives open to a discussion of the sequencing of AP to DP roles;
  - iv Proposed S4.11.8 to make *de facto* SL roles (currently designated as ML roles) paid at SL rates;
  - v Inclusion of a sliding scale of release time for ML roles in primary school (S4.20) and a new column for Table 8 specifying remuneration, but flexible on terminology to be used;
  - vi Proposed to include an 80% allocation for ML/SL roles of proposed enrolments for when new schools are being established, which is to provide a simple approach, but noted queries in relation to applicable timeframes given different stages of a school's development; and
  - vii Confirmed previous tabled clauses for ML/SL regarding protection of release time and reducing minimum period for acting payments are now included in the proposed changes to Schedule 4 tabled at this meeting.
- b. The parties also discussed:
- i S4.11.7 should now refer to AP based on proposals;
  - ii In relation to Table 8, employee representatives' proposal is enrolment based and not through consultation at school level, but it was considered. Also if there were 3 ML positions in the 800-899 school enrolment range, for example, then all those positions should all be considered at Tier 5; and
  - iii Employer representatives queried the appropriateness of an AP where enrolments are less than 51 was raised. Employee representatives noted that this was a question for the employers.
- c. As part of phase 2, employee representatives tabled a document outlining 7 principles for consideration by employers that would then be able to underpin future discussions on remuneration claims for ML/SL roles. The principles that employee representatives were seeking agreement on were as follows:
- i Highly Accomplished and Lead Teacher (HALT) is a significant "disrupter" to establishing ML/SL rates;
  - ii ML/SL require adjusted rates to ensure comparable rates in consideration of HALT (could be by flat amount, percentage or combination of both);
  - iii Base increases are in addition to general percentage wage increases over agreement;
  - iv Maintenance of long-standing principle of similar total expenditure on ML roles to that of similar size state school;
  - v Public sector comparability of ML/SL/HALT rates maintained;
  - vi Substantive rates paid to ML (with consideration to the continuation of allowances as appropriate – regional/rural schools where role is more co-ordination by less experienced teachers – Tier 1); and
  - vii ML positions explicitly provided for in primary schools with APs in every primary school – abolishing REC on allowance as deputising. An REC appointment could be made if AP (without RE responsibilities) is designated.
- d. The parties discussed that employers consider ML/SL and HALT as different career pathway opportunities for teachers. An employee representative indicated that he did not gain this impression from employers when he met with them in late 2018. Employee representative also noted that ML/SL employees consider comparability as a very important issue.
- e. Employers to consider the principles and respond in due course Employee representatives will consider the employers' response as part of its phase 3 proposals.

### 3.3.3 Clarity of Agreement

*Claim Item 7.2.4: Professional Development 'twilights' – Easter Vacation – clauses tabled*

- a. Employee representatives tabled clauses in relation to the above issues. The employee proposal relies heavily on the BCE model. Employee representatives noted that this is primarily a Diocesan Schools issue.
- b. It is employee representatives' preference to have consistency across the sector in relation to this matter.
- c. Employers to consider.

## 4 Next Meeting

### 4.1 Agenda

- 4.1.1 Employee Representatives to chair and provide prayer for next meeting
- 4.1.2 Discuss agenda for next meeting: caucus

- a. Employers noted the significant number of changes being sought by employee representatives and did not believe they would be in a position to respond to the clauses tabled this meeting given their significance and proposed the following agenda items for next meeting at this stage:
  - i Employer representatives' response to ML/SL principles proposed for remuneration increases;
  - ii Employer representatives to table relevant clauses for boarding schools;
  - iii Employee representatives table their positions on the outstanding items of their log of claims; and
  - iv Further discussions by the parties regarding fixed term/continuous hours.
- b. The parties discussed the following about the next meeting:
  - i it may not be the full day based on above agenda items;
  - ii whether Zoom video conference attendance may be an option to avoid travel obligations; and
  - iii parties will consider these issues further once an agenda is finalised.

**4.2 Date of next meeting:** Tuesday, 11 June 2019 at 9:30 am to 3:30 pm (Finish time TBC)

**5 Close of meeting: 3.45pm**