

# EB9 SBU Meeting #8

Thursday 12 September 2019 10.00am – 3.30pm

## MINUTES

### 1 Welcome

#### 1.1 Attendance and apologies

##### Employee Representatives:

Brad Hayes  
Ian Hughes  
Monique Roosen  
Daryl Bathe

Paul Giles  
Nicole Kapernick  
Terri-an Nolan  
Andrew Elphinstone

Kevin Collins  
Marie Sellin  
Mark Rieken  
Melissa Goodingham

##### Employer Representatives:

Ray Kelly  
Deb Crotty  
Andrea Alchin  
Julia Cassidy

Alison Terrey  
Nicole Spohn  
Alyn Cooper

Julie Payne  
Colin O'Neill  
Gary Cooper

##### Apologies:

Peter Chapman  
Mark Harris

Jennifer Elvery  
Kerry Esmond

Terry Burke  
Jo-Anne Desailly

#### 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 21 August 2019

- a. Draft minutes of the SBU meeting #7 on 21 August 2019 were exchanged prior to the meeting.
- b. Following a discussion regarding amendments to the draft minutes, changes were approved by both parties and the exchanged Minutes of Meeting #7 on 21 August 2019 were confirmed.

#### 2.2 General Business

##### 2.2.1 Procedural Matters

###### a. Status of Negotiations/Form of Agreement

- i. Employee representatives noted 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 representative confirmed that employers have been and continue to negotiate two separate agreements in accordance with the SIEAs issued by the FWC and the scope of those SIEAs.

**b. Scope of Agreement**

- iii. 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.
- iv. Employee representatives also advised that since the last meeting they had written to Diocesan authorities about matters relating to Early Childhood Education Centres. Employee representatives confirmed they had received correspondence back from Toowoomba, Brisbane and Rockhampton diocese and are currently working with Townsville.

**c. Communications**

- i. It was noted that the minutes of SBU meeting #7 will be made available on the EB9 website.
- ii. Employee representatives advised correspondence had been sent to Employers regarding New approaches and some correspondence had been received back from employers. Employer representatives advised that replies from all Employers should have been received.
- iii. Employee and employer representatives confirmed they had communicated with members and employees respectively.

**d. Sub-committees**

- i. Technical Amendments
  - Employee representatives advised that the sub-committee met on 9 August. Matters are progressing with no feedback to date. The next meeting will be held on 19 September 2019.
- ii. Insecure Work.
  - Employee representatives advised that the next meeting will be held on 18 September 2019 where the Employers will table a response.
- iii. Employer Claim Item 2: Nursing Provisions
  - Employer representatives advised that contact was made with the QMNU official – Chris Murray noting that updated changes have been emailed to the QMNU. Employers are awaiting a response, but also confirmed that negotiations generally will not be held up by any issues in this respect.

### **3 MATTERS UNDER NEGOTIATION**

#### **3.1 Response to Employer positions**

Employee representatives responded to agenda items in the following order and provided its offer in response to employer representatives' claims as follows:

##### **3.1.1 Cultural Leave – updated clause tabled**

- a. Employee representatives tabled a revised clause and noted they were looking for consistency with the highlighted areas still under discussion. The blue text is the employer's language and the normal text could be the original clause or non-contentious text. The bold/underlined text are the new changes. Changes in the employee proposed clause noted as follows:
  - i. clause 6.12.1 – preamble removed the wording, Aboriginals and Torres Strait Islanders with the additional word 'spiritualities' added and 'traditional lore' removed

- ii. clause 6.12.2 - accepted the employers proposal adding “shall be entitled” (rather than employer “may apply for” to be consistent with other leave clauses) with the significant issue of accepting the employer position of ten (10) days leave, of which two (2) days will be paid per calendar year, non-cumulative. Employee representatives stated the original claim was for 5 days paid leave. Insertion of the word ‘lore’. Employer representatives queried ‘shall be entitled’ insertion. Employee representatives acknowledged the key position is to accept the quantum of leave from the employer’s position and a revised version will be sent to employers. Employee representatives noted that this clause (6.12.2) is a concession on the basis that the remainder of the clause is agreed.
  - iii. clause 6.12.3 – no major changes
  - iv. clause 6.12.4-16.12-7 employee representatives agreed to accept employer representative’s language.
  - v. clause 6.12.9 – following query from employers that this clause is not agreed and should be bolded, employee representatives agreed to update the draft clause in this regard and re-send.
- b. Employer representatives to consider revised clause.

### 3.1.2 Employee Consultation – updated clause tabled

- a. Employee representatives tabled a revised clause with changes to the employer proposed clause noted as follows:
  - i. clause 2.2.1 – additional text ‘and will undertake consultation as provided in this clause’
  - ii. clauses 2.2.3 & 2.2.5 separated with additional text and the placement of clause 2.2.3 higher in the sequence of provisions.
  - iii. clause 2.2.4 – several additional text insertions
  - iv. clause 2.2.15 – stating ‘relevant employees’
- b. Employer representatives to consider and provide a response at the next meeting.

### 3.1.3 Teacher Hours of Duty – Before and After School Activities – updated clause tabled

- a. Employee representatives tabled a revised clause based on previously proposed clause by employers to include the complete hours of duty in Schedule 5, all previous employee representative claims along with further suggested changes noted as follows:
 

*Secondary*

  - i. clause S5.2.2(a) additional increase of preparation and correction time to 25%.

*Primary*

  - ii. clause S5.3.3 – agree to employer proposal to move clause 7.15 to Schedule 5. It was noted that clause S5.3.3 (h) is different to the employer proposal. Employee representatives noted that employee representatives claim for one day per term is maintained. Employee representatives noted that (h) is employee representatives preferred method of providing collaboration and planning time.
  - iii. clause S5.3.5 (d) (employer table document of 21/08/19): that the employer representatives’ position is not accepted; and employees expressed their concern with the level of consultation that would occur under the employer proposal.
  - iv. clause S5.10 – regarding before and after school activities, employee representative agree to employer proposal in blue text with employee representative seeking insertion of clause S5.10.1(d) based on employer proposal with addition of that, where practicable, a teacher not be required to attend two activities in the same week, and if so, clause S5.10.2 outlines consultation process at the request of the teacher. An employer representative noted that previous discussions was eventually focussing on major activities known to principal such as special events and parent teacher interviews, but now broadened. Employee representatives’ current position was based on employer proposed clause, which did not specify such events and therefore wished to

make it clear that such activities was reference to all other “other duties” listed in other provisions. Parties agreed that this aspect needs to be considered further.

- v. In relation to employer proposal as part of collaboration time from 2022 tabled last meeting, employee representatives believed clause S5.3.3 (c) consultation requirement was not clear and not consistent with other consultation provisions as it is “where practicable”. Employer representatives stated the “where practicable” does not relate to consultation obligations as the clause S5.3.3(b) mandates this to occur, the “where practicable” in clause S5.3.3(c) relates to scheduling the collaboration time at the start of each school term. Employee representatives noted this, but their clear preference is their position outlined in their proposed clause at clause S5.3.3(h) as mentioned above.

#### 3.1.4 Class Sizes – updated clause tabled

- a. Employee representatives tabled a revised clause agreeing to previous clause changes made by employers with the following proposed change:
  - i. clause 7.10.3 (bb) a core issue is the reinsertion of (bb) confirming the phrasing of employers preferred wording of “identified learning needs” as feedback from members was that it was important to make explicit reference.
- b. Employer representatives queried that (bb) is already covered by b(ii) under students with definite challenges because of “learning capabilities”. Employee representatives noted that would consider a proposal from employers to reference students with identified learning needs in (b)(ii).
- c. Employer representatives to consider and provide a response at the next meeting.

#### 3.1.5 Students with Identified Learning Needs - updated clause tabled

- a. Employee representatives tabled an updated clause explaining the normal text is a combination of the existing clause and agreement with employer proposed wording, with changes in bold:
  - i. clause 10.1.1 – agree with employer wording to define “identified learning needs”.
  - ii. clause 10.1.2 Employee representatives are seeking reinsertion (following feedback from members) stating the need for ‘classroom teachers and school officers’ to be specifically mentioned in the clause along with the final paragraph which is an essential inclusion.
  - iii. clause 10.1.3 - employer representatives stated they will table a clause later in the meeting that maintains reference to providing information to staff about an allocated student “prior to the student’s placement”.
  - iv. clause 10.1.3 Support – employee representatives added a new paragraph to include reference to provision of appropriate time and support to teachers in scenarios where employees are dealing with students where a diagnosis has not yet happened, which is an essential inclusion.  
Employer representative stated this concept is included in previously discussed “class sizes” clause referencing students’ “learning capabilities” and resourcing considerations. identified. Employee represented stated it is not just a class sizes issue.  
Employer representative questioned the need for the commentary in the first sentence of the added paragraph in clause 10.1.3 and it may also suggest delays in diagnosis could be attributable to employers. The second sentence could be further considered. Employee representative noted the first sentence is more referring to the reluctance of medical practitioners to diagnose and not intended to imply the employer is delaying the process.
  - v. clause 10.1.3 (ii) – employee representative noted previous claim referencing “additional release” time allocation was been withdrawn, but still wanting to include further specifics about preparing adjustments and IEPs.

- b. Employer representatives stated that schools are embracing inclusive education and aware of providing support to teachers and other staff to assist in this regard. Generally, teachers are involved in developing an IEP, but learning support teachers have key responsibility in this regard. An employee representative disagreed noting in Toowoomba primary schools it is the teacher's responsibility to plan, implement and report on IEPs on top of current workload, while learning support teachers oversee the process. Employee representatives commented process will vary between employers and the clause tabled is intended to allow flexibility.
- c. Employer representatives to consider further.

### 3.1.6 Employer Claim Item 3: Services Staff (Part Time Provisions) - updated clause tabled

- a. Employee representatives tabled a clause arising from the position taken following the sub-committee meetings, with the following changes:
  - i. clause S15.2.2 – reference to fixed-term provisions for services staff based on employer position. Employer representative clarified that the employer position is not to include services staff in clause 3.6 (fixed term). Employer position is to streamline and combine fixed-term provisions that currently apply to teachers and school officers, but not expand the application of the clause.
  - ii. clause S15.2.4 (b)(iii) minimum 4 hours per day rather than 2 hours per day proposed by employers.
- b. Employer representatives to consider.

### 3.1.7 Instrumental Music Teachers - updated clause tabled

- a. Employee representatives tabled a revised updated clause following comments received from members. Employee representatives noted:
  - i. the clause is based on state sector provision;
  - ii. the clause relates to staff employed as instrumental music teachers/instructors employed by schools and confirmed it does not relate to private/contracted music teachers;
  - iii. although a complex area, previous issues such as counsellors were worked through with provisions included in the agreement.
- b. Employer representatives commented that music instructors often do not possess a teaching qualification and clarification was sought that music instructors were different to music teachers. Employee representatives confirmed they were different to music teachers and the clause has been tabled in good faith on behalf of members.
- c. Employer representatives expressed concerns around the various arrangements in place across employers and individual schools that cater for different needs for the delivery of music instruction. Differences across the sector are not necessarily as a result of arrangements pursued by employers.
- d. Employers will consider and provide feedback in due course.

### 3.1.8 Part-time increments

- a. Employee representatives sought confirmation of the employer's position regarding part-time increments and the employee clause tabled at SBU meeting #6 proposing a calendar year progression for all staff. Employers confirmed their position remains the same as previously stated.
- b. The employee representatives expressed concerns regarding inconsistency between the two sectors. Employers believe current provisions are appropriate and posed the question how would the move between casual and part-time employment occur? Employee representatives confirmed they are still waiting on final agreement provisions from the state sector as the issue has not been made clear to date. Employer representatives noted the state pays a flat rate for relief/casual teachers and no increments apply.

### 3.1.9 Easter Vacation – Twilight Professional Development

- a. Employee representatives noted they have written to Diocesan Employers requesting documentation outlining practices/procedures in regard to Easter vacation – Twilight PD.
- b. Employer representatives stated they do not wish to see this provision regulated in the agreement and confirmed they will provide copies from Diocesan Employers to employee representatives at the end of the meeting, out of session.

## 3.2 Response to Employee positions

Employer representatives responded to agenda items in the following order and provided its offer in response to employee representatives' claims as follows:

### 3.2.1 Salaries and Wages

#### *\$1250 payment*

- a. Employer representatives noted:
  - i. their previous position on \$1250 is unchanged;
  - ii. the union's communications in relation to parity would be confusing the issue for some employees, as it confused employers also;
  - iii. employers have never sought parity with the state sector and provided communications regarding the differences and comparison of teacher salary levels between Catholic and state sector, noting the increased salaries for teachers in the Catholic sector;
  - iv. "parity" means the "same" and if the employee representatives claim for parity was agreed, it would result in the reduction of teacher salary levels;
  - v. concerns regarding the appropriateness of employee representatives' communications dated 27/8/19 - employers consider comparability and are not breaching any commitment as stated.
- b. Employee representatives referred to the coincidence that in each agreement Catholic employers have agreed to the same increase as the state sector. Employers expressed it is about comparability and the \$1250 payment is one off and not a wage increase.
- c. Employee representatives agreed the payment of \$1250 was unexpected but queried if \$1250 had been expected would it be factored in the 2.5% with the assumption that employers would have considered it. Employers responded that the \$1250 has not been factored in, it is a sign on payment specifically limited to teachers excluding teacher aides, administration staff and cleaners and would not have been considered by employee representatives if the government had not offered it. Employers noted the State Government has access to consolidated revenue to make this payment whereas the costs are significant in the Catholic school sector.

#### *Additional Teacher Paypoint*

- d. Employee representatives noted the phase in option over a 3 year period has been rejected by employers along with claim for new top teacher salary increment of Proficient 9 as to be applied in state sector. They also noted that the vast majority of employees in the catholic sector are classified at Proficient 8.
- e. Employer representatives stated the timeframe for the additional teacher paypoint is applicable from January 2022 at the back end of the enterprise agreement and commented that:
  - i. there has been significant work in developing the Catholic teacher classification structure up to Proficient 8 and establishing highly accomplished and lead teacher salary levels, which was just completed in 2018 - Employers believe the structure is still appropriate and want it to continue;
  - ii. there is also concern from employers regarding the State sector's apparent blurring of references to highly accomplished teacher standards with the new increment whereas



employers and union have agreed to HALT salary levels with access clearly outlined upon certification by the independent QCT process. and the state figures with issues of HAT salary level & teacher classification review.

*Middle and Senior Leaders*

- f. Employer representatives confirmed their position on ML/SLs is unchanged and believed what has been offered is fair and reasonable in trying to balance fair conditions and cost implications.

3.2.2 Guidance Counsellors – Salaries (BCE)

- a. Employer representatives confirmed the previous response made at the last meeting (SBU meeting #7) and wish to maintain the currently salary structure. Employee representatives raised concerns from members around comparability with EQ.
- b. Employer representative from BCE confirmed that BCE was not considering changes to the relevant salary structure also.

3.2.3 Positions of Middle and Senior Leadership - updated clause tabled

- a. Employer representatives tabled a revised draft clause on the basis of the employer offer outlining:
- i. the relevant sections showing changes are highlighted in yellow
  - ii. the current provisions have been maintained with changes made within the current structure of Schedule 4
  - iii. clause S4.3 - red/blue colours are track changes noting how allowances will be paid with the transitioning to Proficient 7 from 1/7/19, then to Proficient 8 from 1/7/21
  - iv. clause S4.4 – noted changes to definitions for “one unit” and “replaced agreement”
  - v. clause S4.13 – SL remuneration provisions changes are:
    - clause S4.13.1 – provides for appointment at level 1 subject to prior service being recognised as per current clause
    - clause S4.13.5 – S4.13.8 – outlines transitional provisions with examples
  - vi. clause S4.17 – ML remuneration changes in accordance with offer are:
    - clause 4.17.2 - 3 – provide for Tier 1 MLs and Ties 2-5 who are teachers up to Proficient 4 who will continue to be paid allowances, including complexity allowances
    - clause S4.17.4 – outlines provisions for MLs Tiers 2-5 above Proficient 4 who will receive substantive salaries.
  - vii. clause S4.18 – outlines proposed changes as per offer in regarding to the potential for some schools to seek changes to current ML structures during a tenure period if required via the consultative committee.
  - viii. Employer representative yet to consider changes regarding the issue of dual role holders, but it is believed existing clauses S4.19.3(f) and (g) will cover it, maybe with slight changes required.
- b. Employee representative queried g) iii c) how does that differ from a) and is there an ability to review mid-term? Employer representatives advised it would occur if there were significant issues that required a consideration of the allocation models using the existing clause S4.24 that is to find the balance between sustainability and protections for employees via agreement with the union. In response to a query about the need to specifically refer to clause S4.24, employers confirmed it is about wanting to be transparent and some of the issues outlined in the proposed clause S4.18(g) are provided for already and could happen mid-tenure. Employee representatives also queried how this would sit in the broader responsibility of the employer in relation to consultation.
- c. Employee representatives to consider.

3.2.4 Professional Development – School Officer and Services Staff- updated clause tabled

- a. Employers considered conversations at the last SBU meeting #7 and maintain their consistent response that a mandated quantum for professional development (PD), whether referenced as a guide or specific amount, is not considered to be an appropriate inclusion in the agreement. PD requirements will differ from cohort to cohort, year to year and employee to employee. Employers tabled a clause noting following proposed changes:
    - i. clause 10.3.4 - include a provision for the joint development of a professional development plan, using the same wording from the RI EA provision for PD plan into diocesan EA;
    - ii. Toowoomba Diocesan does not feel they need to have a separate provision and propose the removal of current separate reference to them in the Diocesan EA.
  - b. Employer representatives confirmed they do not accept the employee representatives' proposed deletion of clause 10.3.4(b)
  - c. Employee representative sought clarification as to whether PD for the plan is in addition to mandatory and compliance training and if employee has ability to propose PD other than mandatory and compliance training. Employers stated a plan could include a combination of compliance (eg. first aid, fire, child protection) and other PD. Employers stated that some employees may not propose any PD and other employees may do so, in which case, employers will consider in the context of the employee's needs and the needs and resources of the school.
  - d. Employee representatives expressed that school officers feel there is inequity between teaching staff and school officers and there is no time allocation for staff to do/attend in-service. Employers stated staff often attend PD and are provided in-service for staff who have not been able to attend PD sessions. The agreement already has provisions if school officer are required to attend PD on a day they are not rostered to otherwise work. An agreement cannot be expected to cover every example and collaboration is an element.
  - e. Employee representatives noted that some school officers are reticent to speak up and queried employer representatives about the rejection of a PD plan by the school officer's supervisor/manager. Employer representatives advised that issues can be raised to the Principal.
  - f. Employee representatives are not rejecting the concept of a PD plan.
  - g. Employee representative suggested removing the word 'jointly' from PD plan and allow school office to put forward what they would like to do. School officers are a valued part of the education process and need to be able to access PD. Employer representatives agreed school officers are valued and the wording of the clause allows school officers to identify individual learning goals to be considered in the PD plan. A school officer can approach anyone in the school leadership team if there is a concern.
  - h. Employee representatives to consider and respond at the next meeting.
- 3.2.5 School Officer Review Joint Working Party – Terms of Reference - updated terms of reference tabled
- a. Employer representatives tabled a revised draft document based on the version previously tabled by employee representatives at SBU #2 on 14 May and noted the following:
    - i. Seeking to align with time frame of recommendations to be considered by end of 2020;
    - ii. However, employers want opportunity to consider issues prior to JWP meeting to ensure input from employers can occur;
    - iii. Timeframes suggested by employee representatives were not considered achievable given personal involved in current EB negotiations happening at the same time;
    - iv. Timeframes from employer perspective, also note the finalisation of current EB negotiations is a priority and focus;
    - v. Depending on outcomes of JWP, if they can be implemented during the life of the EA administratively with no need for variation to the EA, then Employers are open to this and



agree that a contemporary review of the classification structure is an important process but needs to be done properly and not rushed.

- vi. Employers are happy to do an exchange of letters in regard to formalising a process of review.
- b. Employee representatives noted an initial concern with the employer tabled position in relation to issues with the timelines regarding the implementation. Employee representatives also noted the gap in the language which will need to be addressed in relation to variation or in EB10. Employer representatives indicated that they are open to all options once the recommendations have been made.
- c. Employee representatives to consider and respond to the employer tabled position.

### 3.2.6 Workload/Work Intensification

- a. Employer representatives expressed concerns about union communications stating employers are in denial about workload issues in schools. Employers have been working with teachers and staff in responding to issues such as NCCD and SATE and doing this is in a variety of ways taking into account local school circumstances, including release time allocations above existing EA provisions. Although employers do not agree to further regulation in the EA above that offered for primary schools, they are open to meeting with the union on an individual basis and discuss what is being done, identifying those actions and practices that have been taking place with a view to implementing practices that are working across schools where possible. Such meetings could occur during 2020 and employers are looking to work with the union, collaboratively and not combatively, with a view to supporting teachers and other relevant staff.
- b. Employee representative sought the employer's consideration on previous employee strategies made in this round of bargaining and under log of claim item 1.1.1 - increase to PPCT, claim item 1.1.2 - additional release time for collaborative planning, claim item 1.4 - new programs and claim item 1.6 - Hours of duty. Employer representative stated it is not sustainable for employers to agree to these claims.
- c. Employee representatives indicated that work intensification is a top issue with members and if they go to members with only the 30 minute reduction offered in primary area, it will not be accepted. Employers advised that there needs to be some flexibility to use resources – if reduced class time was agreed, then this becomes a recurrent cost going forward and removes the ability for employees to provide additional support in the future when it is required like is happening for SATE implementation. Employers are currently providing above what is provided in the EA where required to support staff.
- d. Employee representative shared an email titled 'going insane' from a teacher with 28 years' experience outlining the workload and stress being experienced. Employer representatives commented it is an intense time with SATE, NCCD and demands on teachers/principals but everyone is working together and principals are trying to address the issues with significant release time. The issue is about being able to implement solutions that can be varied and flexible based on individual school needs. Support is being provided and claims for further teacher hour regulations in EA leaves less flexibility for employers to flex up and down in the future.
- e. Employee representative asked what about employers who are not dealing with the issues - there is a crisis in schools and it is being rejected as part of EA negotiations and there has been no change to provisions for many years. Employer representatives stated that there has been changes in this time, including:
  - i. additional school vacation periods (RI schools)
  - ii. more professional development with increased Easter vacation,
  - iii. more pupil free days,
  - iv. flexibility with hours above EA provisions.

- f. Employee representatives noted that there is the top down approach to the implementation of new initiatives and its about approaching government in relation to these issues.
- g. Employee representatives noted it's a systemic crisis and needs a systemic response from employers.

### 3.2.7 Insecure Work/Fixed Term Contracts – *Employers revised draft clause was not tabled.*

- a. Employer representatives did not table a prepared draft clause as it needed to be made clearer that the clause was for school officer and teachers only with no wider application. Employers have considered employee representatives draft clause and both parties agreed to table an employer clause at the sub-committee meeting next week.

### 3.2.8 Remote Area

- a. In relation to the employee representative claims, employer representatives advised agreement with the removal of the level 4 restrictions, CPI increases and noted that further amounts need to be determined. Toowoomba Diocese representative also advised that their preference is for the accommodation allowance not to be included in the agreement allowing it to respond to needs flexibly as well as taking into account legislative changes, such as FBT. Toowoomba representative offered to discuss this issues further separately if this would assist.

### 3.2.9 Flexible Learning Centres

- a. This issues is still under consideration by employer representatives.

### 3.2.10 Students with Identified Learning Needs - updated clause tabled

- a. Noting previous discussion in the meeting regarding this topic, employer representatives still formally tabled a revised draft clause based on the employer draft tabled at the previous meeting (SBU#7), but reinserting the existing provisions about teachers and other relevant staff being provided information about the needs of a student "prior to the student's placement in the class." This clarification of the employer clause was in response to concerns raised by employee representatives at the last meeting.

## 4 OTHER MATTERS UNDER CONSIDERATION

### 4.1 School Officer Issues

- 4.1.1 Claim Item 1.7: Professional School Officer Support and Supervision
- 4.1.2 Claim Item 2.3: Recognition of professional duties and responsibilities
- 4.1.3 Claim Item 2.4: Locality Allowance extended to all staff
- 4.1.4 Claim Item 2.5: Annualisation of Salary (EREA only)

### 4.2 Work Intensification

- 4.2.1 Claim Item 1.1.1: Increase to Planning Preparation and Correction Time (PPCT)
- 4.2.2 Claim Item 1.1.2: Additional release time for collaborative planning
- 4.2.3 Claim Item 1.4: Enhanced support for new programs or initiatives
- 4.2.4 Claim Item 1.6: Contemporary Hours of Duty – Teachers

### 4.3 Other Matters

- 4.3.1 Claim Item 1.5: Transition to Retirement (see 2.2.1 Technical Amendments Sub-Committee)
- 4.3.2 Claim Item 6.2: Community Respect for the profession

### 4.4 Clarity of Agreement

- 4.4.1 Claim Item 7.1: Parental Leave (see 2.2.1 – Technical Amendments Sub-Committee)
- 4.4.2 Claim item 7.2.1: Split Shifts
- 4.4.3 Claim Item 7.2.2: Definition: Continuous Service

- 4.4.4 Claim Item 7.2.3: Proportion of Salary formula (RI Schools) (see 2.2.1 – Technical Amendments Sub-Committee)
- 4.4.5 Claim Item 7.2.8: Personal/Carers Leave and Compassionate Leave (see 2.2.1– Technical Amendments Sub-Committee)

## 5 OTHER BUSINESS

Employee representatives indicated that they have the key priorities, as outlined in SBU#7, which needs to be dealt with to resolve these negotiations for replacement agreements.

Employer representative asked employee representatives about how they considered negotiations may be finalised given parties had previously discussed the potential for resolution by early term 4 2019 and that backpay was guaranteed up until that time. Questions posed included if the parties were unable to reach in-principle agreement in that time, was there an option to agree to provide employees with an opportunity to vote on an agreement on what can be agreed.

Employee representatives noted there is still a lot of work to be done before that is an option. In previous rounds the parties have usually been able to reach a position where the best negotiated outcome has been reached as opposed to full endorsement of the agreement by all parties. The positions are then put to the vote in an agreement for employee consideration. Employee representatives also confirmed that members are considering making application for protected action ballot orders (PABO) for taking protected industrial action.

## 6 NEXT MEETING

### 6.1 Agenda

- 6.1.1 Employer representatives to chair and provide prayer for next meeting
- 6.1.2 Agenda for next meeting

6.2 **Next Meeting:** Wednesday 16 October 2019 at 10:00 am

## 7 CLOSE OF MEETING: 3.15pm