

| Section | Dot Point | Part | IEU Dot Point Claim | CMEA School Response |
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| Salary | 1 | a | Some of the salary transfer instructions seem quite complicated and don't seem to guarantee that all staff will be better off. | Transitional arrangements are covered by Section 29 and Schedule Four of the proposed CMEA. The CMEA transitional arrangement are designed to guarantee that every teacher will transition to a step which is of a percentage equal to or higher than the percentage of the step they were on under their existing scale. In addition, no teacher can be disadvantaged in terms of the remaining years of service required for them to reach the top of the new scale. These requirements are set out in Schedule Four, Step 2. In summary, the transition will ensure that no employee is worse off, and that some employees are financially advantaged by transitioning to the new scale (particularly those early in their teaching careers). |
| | 1 | b | There is also the addition of an external body to decide who can attain higher salary figures. Other schools in Tasmania offer salaries above the incremental without an external body and without up-front cost to staff. | The Proficient, Experienced, Highly Accomplished and Lead teacher classifications are established Australian Professional Teaching Standards. They provide official recognition of a teacher's career development and professional standing. Under the proposed CMEA our schools will be the first in Tasmania to provide teacher's with the opportunity to access the complete range of Professional Teaching Standards (PTS). Furthermore, teachers across Australia can only access a PTS classification via assessment by a recognised external accreditation service and we therefore believe the reference to the internal processes employed by "Other schools..." is not really comparable to what we are trying to achieve or facilitate here. The CMEA is intended to provide teacher's with access to classifications which are recognised across jurisdictions, provide the capacity for teacher's professional growth within a Christian environment as well as providing better wages and conditions to our teachers. In the context of the IEU's statement it should also be mentioned that the TRB has previously stated it would charge a fee for assessing HAT and LEAD Teacher applications (at a higher fee than ISTAA), should they provide such a service to schools at some time in the future. |
| | 2 | NA | Instructions seem to show that current top of incremental salaries will match up with the new Experienced Teacher category (Pages 64 and 66 of the proposed EBA). | We must say we're not sure we understand the point being made here. Our view is that the EXP classification step will be the current school top of scale rate + 2% (i.e. a new 102% step). On that basis we believe the EXP classification exceeds the "...current top of incremental salaries..." by 2.00%. The IEU may be referring to another comparison, though it is unclear whether that is the case. |
| | 3 | NA | Promotion to EXP and HAT categories has a cost that may not be refunded if application is unsuccessful. | Yes, we accept that is the case, and it is designed to discourage teachers from submitting applications which have little or no chance of success. Schools will work with teachers to prepare and put together applications which have a likely chance of success, and will refund the ISTAA application fees to successful applicant upon taking up their appointment. |

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|-----------------------|-------------|------|---|---|
| Salary (continued) | 4 | NA | Salary increases from school to school don't seem to be guaranteed as they can be subject to consultation and can be passed on gradually in certain situations. | We believe this claim refers to Sections 25 and 26 of the CMEA (both of which are on page 24) and it has no substance. The salary increases for both 2020 and 2021 are spelt out in S25 will be "A <u>minimum</u> of 2.50% or Hobart CPI, whichever is greater." The proviso attached to clause 25(a) allows for further negotiation if something unforeseen occurs which warrants a salary review to determine whether a higher percentage increase than is stipulated is required. That is why the proviso includes a deadline date of 30 September, so schools can factor the negotiated outcome into their budgets. We believe it is unlikely that this proviso will exercised, though we feel it would be to the detriment of teachers if it was removed. We believe the reference to salary increases being "...passed on gradually..." refers to Section 26, the purpose of which is to gradually bring the salary increase date forward over the life of the CMEA for those schools who currently pay later than 1 March. There is an increased annual salary cost associated with bringing forward salary increase dates, and the purpose of this Section is to help ameliorate those costs. In summary the clause works to the advantage of teacher's in a manner which is affordable to schools. |
| | IEU Comment | | The IEU would like an absolute guarantee that no staff will be worse of over the life of the agreement and that there are also guaranteed minimum salary increases over he life of the agreement. | The guaranteed minimum salary increase for all employees will be 8.00% (or 8.21% compound) over the three years 2019 to 2021. We can state that no employee will be worse off in terms of salary over the life of the agreement. The only possible means by which this statement may be impacted is where a school is forced to invoke the provisions of <i>Section 23: Declaration of Unforeseen Hardship</i> , in which case no action can be taken until the process and procedural requirements of the clause are completed in full. |

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| Contact Time | 1 | NA | The proposed CMEA is silent on the amount of face to face teaching that teachers will be required to do. | <p>We recognise the CMEA does not prescribe contact time. The reason for this is that three of the prospective CMEA schools operate under a "contact time" provision in their current agreement, whereas the other three schools operate under the provisions of the modern award, which does not specify contact time. To resolve this, the three schools who currently have agreement based contact time provisions have agreed to preserve the current arrangements in policy, and will discuss this with Teacher's at their schools. As an observation, we note that none of the three Independent School MEAs in force in NSW and ACT contain a contact hours clause. Collectively these three MEAs cover in excess of 100 schools, each of which must be managing contact time arrangements at the school level.</p> |
| | 2 | NA | Existing agreements at Launceston Christian School, Leighland Christian School and Circular Head Christian School capture what a full-time teacher will teach, or how much time they will be given for planning and preparation. | |
| | 3 | NA | Standard clauses in Tasmania are for 20 hours per week of face to face teaching in Secondary Schools. | |
| | 4 | NA | Clauses in primary schools can vary, either capturing face to face (22 hours standard in DoE, Catholic Education) or the amount of non-contact time for planning and marking (2 hours per week at Launceston Christian School and Circular Head Christian School). | |
| | IEU Comment | | The IEU would like staff to be guaranteed a maximum amount of face to face teaching time as part of the agreement. | |
| Attendance Days | 1 | NA | The modern award sets 205 days as the maximum number of attendance days per year. | <p>The modern award maximum attendance days provision is based on the assumption of 4 x 10 weeks terms + 1 week of preparation time prior to the commencement of term one. We have simply replicated this provision from the modern award so that it is not lost, though we recognise that it is unlikely that this ceiling will ever be reached.</p> |
| | 2 | NA | Many other schools in Tasmania, including Launceston Christian School, have less days of attendance than this. | |
| | IEU Comment | | The IEU would like staff to be guaranteed no more than 200 days of attendance each year. | Subject to all of the six schools determining that they can satisfy their operational requirements within a lesser number of days than that prescribed by the modern award we will reduce the maximum number of attendance days to 200 per year in the CMEA. |

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| Redundancy | 1 | NA | Many schools in Tasmania have their own redundancy schedule, sometimes as high as 26 weeks for experienced staff. CHCS has a redundancy schedule that offers 18 weeks pay for a teacher with 10 or more years of experience. | The schools who are party to the proposed CMEA believe this boils down to a matter of prioritising where the available money goes. If given the option, we believe teachers would rather see money directed into higher wage growth and promotional opportunities than to provide redundancy provisions in excess of the NES. We believe this sentiment also applies at Circular Head Christian School. |
| | 2 | NA | The proposed agreement has NES redundancy provisions which has a payment of 12 weeks for a staff member with 10+ years' experience. | |
| | | IEU Comment | | The IEU would like staff to be protected by a more generous redundancy schedule than the NES. |

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| Relationship to the Modern Award | 1 | NA | In the LCS, CHCS and Leighland Agreement there is a specific mention to the modern award applying where their agreements are silent on a particular matter. | The schools involved have placed on the table an agreement which consolidates the majority of the conditions of employment into one document (please note: The NES are dynamic, and it would be unwise to include those conditions into a static document such as the CMEA). We must admit to being a bit baffled by the IEU's objection to this as they've previously argued in favour of consolidation. It must also be noted that in order to be ratified the CMEA must pass the Fair Work Commission's Better Off Overall Test (or BOOT), which compares the conditions of the CMEA to those of the modern award. This test will be applied to each subsequent version of CMEA (i.e. 2022 and beyond) so, through that process, the FWC will ensure the CMEA never loses touch with the evolving modern award. |
| | 2 | NA | The proposed CMEA states that it excludes the Modern Award and that the conditions in the modern award do not apply to an employee covered by the agreement. | |
| | 3 | NA | A number of conditions appear in the modern award - e.g. casual loading, minimum employment per day, conditions for fixed term employment, but not in the proposed agreement | In response, we can refute each claim individually. Clause 36.5(a) of the proposed CMEA deals with the payment rate for casual teachers. The use of the divisor of 200 provides for a higher casual daily rate than the award casual clause. The CMEA casual daily rates and part daily rates are inclusive of the 25% loading and, as the payments are higher under the CMEA, it will clear the BOOT. We believe the IEUs reference to minimum employment per day refers to the minimum half-day payment due to a casual teacher under the award. Clause 36.5(a) of the CMEA allows for a quarter-day and eighth-day casual payment <u>provided that</u> the employee is; a) already rostered for part time work on that day; and b) the aggregate payment the teacher receives is equal to, or in excess of, the required half day minimum. This provides the school with additional flexibility to fill supervisions, unforeseen short term absences, etc. In relation to fixed term employment we have picked up the relevant provisions of the NSW MEA. If you look at Clause 13(b) on page 10 of the CMEA you will see that Fixed-Term and Maximum-Term classifications are both sub-sets of the Temporary Teacher classification. Section 3 of the CMEA contains a definition of a Temporary Teacher (refer page 5). This replicates the NSW MEA clause, with the exception that we have extended the maximum period for the engagement of a teacher as a direct replacement for another teacher who is on extended leave from 2 years to 3 years. The reason for this is we are receiving more applications for extended periods of leave, and we believe this arrangement works to each teacher's advantage. |
| | IEU Comment | | The IEU sees this as a Potential BOOT issues as Fair Work would definitely compare conditions in the proposed new agreement with conditions in the modern award. There is also a potential lack of clarity on employment matters to staff with reference to the modern Award. | We agree that these are potential BOOT issues, though we believe we have addressed them in a manner which will pass the test. We do not agree that there is a potential lack of clarity - indeed we believe that there is quite the opposite, and, as we said earlier, the FWC will make sure the modern award remains in touch with the CMEA by the application of the BOOT each time a new agreement is submitted for ratification. |

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| Paid Parental Leave | 1 | NA | The Tasmanian Standard for paid parental leave in schools is 14 weeks for the primary care giver and 10 days for a secondary care giver. | The use of the term " <i>The Tasmanian Standard...</i> " in the IEU's claim is misleading. The figures being quoted are the most generous available in some schools and Sectors and are certainly not the norm. They are certainly not the norm in Tasmanian Independent Schools. It must be remembered that this is the first time four of the participating schools have offered access to paid parental leave, and to go beyond what is offered would not be affordable for those schools. If a claim for additional paid parental leave was pursued we would have to look for cost savings in other areas of the CMEA. |
| | 2 | NA | The CMEA is offering a maximum of 6 weeks for primary care giver of a child and 3 days for a secondary carer. | |
| | IEU Comment | | The IEU would like to negotiate better paid parental leave provisions for staff covered by the agreement. | |
| Dispute Resolution | 1 | NA | Staff from LCS, CHCS and Leighland Christian School have access to arbitration at Fair Work Australia (sic - the correct name is the Fair Work Commission) in relation to a dispute in the workplace. | We are currently considering our collective response to this claim. |
| | 2 | NA | The proposed CMEA agreement only offers conciliation at FWC | |
| | IEU Comment | | The IEU recognises the benefits of resolving disputes at a local level but would like to see Fair Work able to resolve a dispute in a workplace by any means at its disposal, including conciliation, mediation and arbitration | |
| Other items include | 1 | NA | Maintaining existing more favourable conditions from CMEA school already covered by an Agreement | We don't agree with this blanket approach. The salary increases, opportunities and improved conditions contained in the CMEA impose an additional cost on the participating schools. In some cases we can maintain existing conditions, and in other cases we have to trim what is on offer to make the overall package affordable. The CMEA is being placed on the table for your consideration, and it is you, our teachers who will ultimately decide whether it is accepted. We believe the question teachers have to consider is whether, on balance, you prefer the package being offered in the CMEA to your present salaries and conditions of employment. |
| | 2 | NA | Paid leave to deal with family and domestic violence | The schools believe the clause on offer is appropriate and matches the model clause being inserted in modern awards. The schools also believe they can stand by their records as compassionate employers in times of need. |