

# Arbitration between ACT Department of Education and Training and the Australian Education Union

## Award

Arbitrator: Dr Iain Ross AO

16 January 2007

### **1 TEACHING LOADS IN HIGH SCHOOLS AND COLLEGES**

#### **1.1 THE SCHOOL YEAR**

- i. The published Departmental calendars specify that each school year for 2007, 2008, 2009 is a maximum of 197 days in length.
- ii. The first day of the school year is a day when schools are not open for student attendance.

#### **1.2 THE TEACHING YEAR**

- i. The teaching year is the period during which the school is open for student attendance.
- ii. The Chief Executive will advise the number of teaching days each year. The teaching year for 2007, 2008, and 2009 is 196 days for the secondary sector. However, in colleges 170 days are teaching days with the balance acquitted through assessment, moderation and other teaching and learning related activities.
- iii. Any adjustment to the number of teaching days specified must be approved by the Chief Executive.

#### **1.3 FACE-TO-FACE TEACHING**

##### **1.3.1 "Face-to-face teaching", in relation to a particular teacher:**

- i. means regular rostered teaching sessions in a documented approved course of study for which the teacher has primary responsibility for education delivery;
- ii. includes sessions of direct student instruction rostered or required by the Principal:
  - (a) as inbuilt relief (a class for which the teacher is not ordinarily timetabled or scheduled as responsible at that time); or
  - (b) for curricular or pastoral functions involving student supervision, student counselling or consultation; or
  - (c) in the case of a teacher librarian, for student contact and consultation in the library.

#### **1.4 FACE-TO-FACE TEACHING LOADS**

##### **1.4.1**

- i. Teachers in high schools and colleges may be required to teach a maximum of 19 hours face-to-face per week averaged over the teaching year. As a priority:
  - a) the parties will develop guidelines to assist schools to implement this provision to prevent excessive workload in any one semester, and to establish a review process to monitor face-to-face hours and workloads consistent with provisions of clause ##;

- b) The Chief Executive will facilitate procedures for system audit of teaching loads twice in the first 12 months of operation and thereafter at least annually.
- ii. School-based SLC officers may be required to teach a maximum of 12 hours face-to-face per week.
- iii. School-based SLB officers may be required to teach a maximum of 8 hours face-to-face per week.
- iv. There are no teaching load requirements specified for SLA Officers.
- v. Other arrangements in respect of playground duty supervision and other non-teaching requirements of teachers shall be set using each school's 2006 provisions (adjusted for any variation in staffing entitlements) as the base requirement.

#### **1.4.2 Variation In Face-To-Face Teaching Loads**

- i. With approval from the relevant Director Schools, principals may vary face-to-face teaching loads for individual teachers within the maximum specified at 1.4.1. The purpose for which such variations may be approved will be related to professional responsibilities and specified in the guidelines to be developed by the parties.
- ii. Consistent with the school-based workload monitoring committees provided for under clause xxx, each school is to establish such a committee to monitor, review and address workload issues. Where any workload issues cannot be resolved at the school level, the principal is to notify the relevant Director Schools.

#### **1.5 VOLUNTARY ADDITIONAL WORKLOADS**

Nothing in sub-clauses 1.1 – 1.4 shall preclude a teacher from agreeing to a greater teaching load than specified, on a voluntary basis.

## **2 PAY INCREASES**

2.1 Pay increases will be in accordance with the classifications and rates of pay as set out in Appendix 1.

2.2 Teacher in Charge and Special Education Allowances will be adjusted in accordance with the increases provided for in clause 2.3(i), (ii) and (iii).

2.3 The following pay increases will apply for all classifications covered by this Agreement, over the life of the Agreement:

- i. 4% from 1 December 2006;
- ii. 4% from 1 July 2007; and
- iii. 3.5% from 1 July 2008.

2.4 Each pay increase will be paid from the dates specified in clause 2.3 and will be paid in the first available pay period on or after the prescribed date.



**Dr Iain Ross AO  
Arbitrator**