

## WITHOUT PREJUDICE NEGOTIATED POSITION FOR A TWO YEAR DET AGREEMENT

<b>AEU CLAIM</b>	<b>NEGOTIATED OUTCOME</b>
<p>1.1 Negotiate a new salary/promotional structure based on the proposed professional pay model.</p>	<p>Salary increase of 1.5% for all classifications paid 6 monthly over 2 years. (Attachment 1: Salary table)</p> <p>Insert clause for Accomplished and Leading Teacher, as follows:</p> <ul style="list-style-type: none"> <li>• The proposed Accomplished and Leading Teacher classifications will be incorporated into this enterprise agreement at [Schedule X]. Salary rates will be agreed between the Department of Education and Training (the Department) and the Australian Education Union, ACT Branch (AEU) for the proposed Accomplished and Leading teacher classifications. These rates will include a minimum salary of \$100,000 for the Leading Teacher classification.</li> <li>• Access to the new classifications under the National Teaching Professional Framework and Standards, including the methods of appointment and the timetables for implementation, will be activated following negotiation and agreement between the Department and the AEU.</li> </ul> <p>Insert clause on relativities as follows: The relativities within and between classroom teacher and school leader classifications, including a model based on X being the graduate teacher rate of salary, will be considered by the AEU and the Department, with a view to incorporating any agreed changes into the next Enterprise Agreement.</p> <p>Insert clauses on classroom teacher increments: A. Over the life of the Agreement, on the basis that no teacher is disadvantaged, the Department and the AEU will negotiate and agree a framework for implementing a common increment date for classroom teachers. B. The classroom teacher incremental progression table at Appendix X, Clause YYY will be used as guidelines for the annual professional discussion between teacher and supervisor/principal. (Attachment 2: Classroom teacher increment table)</p>
<p>1.2 Negotiate alternative arrangements for the determination of school</p>	<p>Insert clauses on principal structure:</p>

<p>categories for Principal positions.</p>	<p>1. Category 1 is removed from the school category structure.</p> <p>2. The AEU and the Department will negotiate and agree on the following matters with a view to implementing any new arrangements for the 2010 school year or inclusion in the next Enterprise Agreement where earlier implementation is not practicable.</p> <ul style="list-style-type: none"> <li>• Updating of the schedule of advancements to take account of the changing complexities of schools.</li> <li>• Removal of the link between the school category structure and the minimum school executive structure. The requirement for minimum executive structure will remain as part of the way principals staff their schools.</li> <li>• Removal of the link between the school category and the staffing formulae. Consideration of a staffing formula based on student enrolment.</li> <li>• Opportunities for better integration of roles across the school leadership group.</li> </ul> <p>3. By the expiry date of this agreement a new system for Principal salary arrangements will be considered by the AEU and the DET, with a view to incorporating any agreed changes into the next Enterprise Agreement. This consideration will include the examination of a single Principal salary point and a more sophisticated process to recognise a broader level of complexity and difference across the schools.</p>
<p>1.3 Negotiate a single Enterprise Agreement for both TAFE and School Sectors</p>	<p>Ensure that the term and expiry date of both the School Sector and the CIT Enterprise Agreements are the same, with a view to the expiry date being 30 June 2011.</p>
<p>1.5 The first pay increase occur from 1 July 2009, regardless of how long the negotiations take to complete.</p>	<p>The first salary increase will be paid on 1 July 09, provided that in-principle agreement is reached by 30 June 2009 and the parties abide by its terms in finalising the formal Agreement.</p>
<p>1.6 All allowances will be increased by 7% on 1 July 2009, 6% on 1 July 2010 and 6% on 1 July 2011.</p>	<p>The only relevant allowance that would normally be increased by the agreed salary outcome is the Special Education Allowance and this will occur. (Note that DET advises that no teachers currently receive Teacher-In-Charge Allowance)</p>
<p>2.1 The new model for mobility be incorporated into the next EA as a replacement to the current Section Q.</p>	<p>As per the AEU membership endorsement, the alternative transfer entitlement arrangement is agreed. (Attachment 3: New Transfer Entitlement)</p>
<p>4.1 and 4.2 The recruitment round processes be changed.</p>	<p>DET have agreed to the following (Attachment 4; Letter from DET):</p>

	<ul style="list-style-type: none"> <li>• To confirm that the teacher recruitment process allows applicants who are rated meritorious or higher and are recommended by Principals or identified by the department, for whom there are nominally vacant positions available in the ACT system, to be offered permanency, with the normal 12 month probationary period.</li> <li>• To implement an effective method for making provisional offers to targeted graduates in their final year of study.</li> <li>• To confirm that the teacher recruitment procedures provide for the continuous recruitment of permanent applicants throughout each year.</li> <li>• To arrange for the Qualifications Committee to consider the issue of graduates with a three-year degree and two-year Bachelor of Education or equivalent starting at the second increment level of the 4 year trained salary scale.</li> <li>• to consider methods for streamlining selection processes for promotional positions within six months of this Agreement coming into operation.</li> <li>• to allow an offer of permanency to be made to all full-time and part-time teachers who: <ul style="list-style-type: none"> <li>(a) have been on contract for at least 3 terms over a 12 month period;</li> <li>(b) have been assessed as performing satisfactorily, and are able to be placed in a suitable nominally vacant position.</li> </ul> </li> </ul> <p>DET have also agreed to insert the following clause on interns: Casual intern employment will be subject to the following conditions</p> <ul style="list-style-type: none"> <li>➤ a casual intern will not be eligible for employment on short or long term contracts</li> <li>➤ a casual intern may work up to five days per week.</li> </ul>
<p>5.1 The Teacher Professional Learning Fund will be increased to \$3M per annum and then adjusted by the annual June Quarter ACT CPI increases.</p>	<p>Insert clauses on TPLF:</p> <p>1. Recognising that there are a number of factors which are impacting on the ability of teachers to properly utilise the Teacher Professional Learning Fund, the Department agrees to consult with the AEU through the Teaching and Learning Support Committee about the effective operation of the fund.</p>

	2. The AEU and the Department will consider how the allocation and use of the Teacher Professional Learning Fund can better support School Leader Bs and Cs.
5.2 The Principal Professional Learning Fund will be increased to 2% per annum of total principal salary costs.	Insert clause on PPLF: The Department agrees to consult with the AEU on the effective use of the Principal Professional Learning Fund and other funding sources, such as the Improving Teacher Quality National Partnership, as part of an examination of ways to continue to support and build the school leadership development program for principals.
5.5 That the Special Education Allowance be increased to 5% of the eligible teacher's salary.	Insert clause on Special Education allowance: The Special Education allowance will be increased at the rate of salary increases. The AEU and the Department agree to explore alternative ways to encourage and recognise teachers' use of special education qualifications in the light of the outcomes of the Special Education review.
6.1 The daily rate for casual teachers be increased to 1/197th of the new Competent Teacher salary scale, with the increment level being dependent on the experience of the teacher. Central funding must be provided to schools to meet this additional cost and must be sufficient to cover 100% of the cost of employing relief staff.	Insert clause on casual teacher rates: Casual teacher rates will be adjusted in line with salary increases.
6.2 A pool of permanent relief teachers be created for each school cluster area.	Insert clause on casual teacher deployment: The Department will investigate issues concerning the deployment of casual relief teachers, including options to improve availability.
7.1 Review/amend all clauses within the current Union Collective Agreement to ensure their ongoing appropriateness.	Insert revised/amended clauses as agreed. This is likely to include the ability to use statutory declarations for periods of personal leave and will include an increase in paid maternity leave from 14 weeks to 18 weeks.
8.1 In order to provide flexibility and meet the specific needs of each school, SBM funding is to be increased to allow for specific additional staff and other resources. (including IT specialists, administrative support and LSAs)	Insert clauses concerning teacher workloads: 1. The AEU and the Department acknowledge that: <ul style="list-style-type: none"> <li>• the current level of workload is an issue that teachers believe needs to be addressed</li> <li>• the issue of teacher workload has many facets</li> <li>• there are currently a number of reviews under way examining SBM, Special Education and the application of Section O in special schools, as well as a project that is mapping internal compliance requirements, the outcomes of which may impact on teacher workload.</li> </ul>

	<p>2. The Department agrees to consult with the AEU prior to the implementation of any outcomes from the reviews and the mapping exercise referred to in [8.1.1].</p> <p>3. Arising from [8.1.1], the AEU and the Department agree to establish a joint working party to undertake the following tasks:</p> <ul style="list-style-type: none"> <li>➤ taking into account the Special Education Review report, examine working arrangements, resource allocation, staffing and support models for special schools during 2010, with a view to developing arrangements that recognise the different nature of special school environments.</li> <li>➤ taking into account the SBM Review report, by March 2010 identify duties allocated to teachers and school leaders not related to teaching and educational leadership and propose options for addressing any issues arising.</li> <li>➤ identify any workload issues arising from implementation of outcomes of the work referred to in [8.1.1]</li> <li>➤ examine the current staffing resource allocation methodology for all schools</li> <li>➤ examine teacher workload, including the impact of the employment of 70 additional teachers under the Government's policy of reducing class sizes to an average of 21 across primary schools and high schools and an average of 19 across the college sector, with a view to addressing any issues and identifying and sharing leading practice.</li> <li>➤ identify any issues arising from the introduction of the 15 hours per week for preschool children and preschool amalgamation, and propose options for addressing any problems arising.</li> <li>➤ review the alternative programs and settings currently available and consider the feasibility of other alternative programs and settings.</li> </ul> <p>4. On agreed matters, the working party will make recommendations for changes to current arrangements, including timetables for implementation.</p>
<p>8.3 All duties which are not related to teaching/educational leadership must be identified and allocated to alternative staff within the school or</p>	<p>The joint working party as outlined in Claim 8.1 will, taking into account the SBM Review report, by March 2010 identify duties allocated to</p>

system.	teachers and school leaders not related to teaching and educational leadership and propose options for addressing any issues arising.
8.4 The teaching hours within the secondary sector must be restored to 18 hours per week and reduced to 18 hours per week in primary school. 8.5 Class sizes must be reduced.	Insert clause on workload: The AEU and the Department agree that, provided the Government's policy to employ an additional 70 teachers for the reduction of average class size to 21 across primary schools and high schools and 19 across colleges is achieved, schools should make every effort to use their total resources to reduce the current workload levels of teachers.  Also the joint working party as outlined in Claim 8.1 will examine teacher workload, including the impact of the employment of 70 additional teachers under the Government's policy of reducing class sizes to an average of 21 across primary schools and high schools and an average of 19 across the college sector, with a view to addressing any issues and identifying and sharing leading practice.
8.7 Appropriate arrangements/working conditions must be negotiated for teachers delivering VET in Schools in the secondary sector and any outcomes from the VET teacher workload working group must be agreed between the AEU and the DET prior to implementation.	Insert clause on VET arrangements: Any outcomes from the VET teacher workload working group must be agreed between the AEU and the DET prior to implementation. The AEU and the Department will negotiate and agree appropriate arrangements/working conditions for teachers delivering vocational education and training courses in secondary schools.
8.8 Review all school based compliance duties with a view to streamlining these processes and enabling the efficient performance of them at the appropriate level and by the appropriate staff.	The Department agrees to consult with the AEU prior to the implementation of any outcomes from the reviews and the compliance mapping exercise referred to in [8.1.1]. The joint working party as outlined in Claim 8.1 will identify any workload issues arising from implementation of outcomes of the work referred to in [8.1.1]
8.9. Ensure that proper consultation occurs on new initiatives, proposals or special projects prior to their implementation. As part of this consultation comprehensive scoping of the impact of the new initiatives/projects and adequate resourcing must be provided.	Maintain the current clause 168.3 on consultation
8.10 Adapt Clause 23 'Flexible Working Arrangements for SOG As and Bs and Equivalent Employees' from the ACT DET Staff UCA 2007-2010 to meet the needs of SLA positions in Central Office.	Agreed as per Claim
8.11. Within the EA, Preschool Assistant positions must be expressly maintained as 'preschool only' roles to allow for adequate planning and preparation time with their team teacher, even if preschool class sizes are dropped to 21.	DET have acknowledged that the planning and implementation of the preschool program requires the direct involvement of both the teacher and the preschool assistant and agree that their first priority should always be with the preschool program. (Attachment 4; Letter from

	DET).
8.12. The impact on teachers and assistants of the introduction of 15 hours per week for preschool children must be addressed. 8.13 That any outstanding issues associated with the amalgamation of preschools with the primary sector be addressed.	The joint working party as outlined in Claim 8.1 will identify any issues arising from the introduction of the 15 hours per week for preschool children and preschool amalgamation, and propose options for addressing any problems arising.
9.1 A new teacher and specialist support staffing formula must be agreed that is based on the student needs/complexities in each school, not merely on student numbers. 9.2 A centralised funding model should be created that directs resources to schools on a needs basis for students with identified needs in the areas of behaviour management, mental health, speech therapy and/or occupational therapy.	The joint working party as outlined in Claim 8.1 will examine the current staffing resource allocation methodology for all schools.
9.3 The AEU and DET urgently develop a long-term plan to address the ongoing shortage of Counsellors in the ACT education sector. 9.4. For all teaching positions which require a dual qualification [eg School Counsellors/ Teacher Librarians]: They must be reclassified at a pay rate equivalent to the proposed Expert Teacher and included in the school site allowance; DET must meet the full costs of any compulsory professional registration [eg Psychologist Board] and the associated required professional development; Funds from the Classroom Teacher Professional Learning Fund are to be used to meet the full costs of upgrading any approved teacher who wishes to gain the additional dual qualification.	Insert clause on School Counsellors (Psychologists): <ul style="list-style-type: none"> <li>• School Counsellors (Psychologists) will be employed under the salary rates set out in Appendix 1, Clause XXX of this agreement.</li> <li>• School Counsellors (Psychologists) will be employed under the conditions of employment that apply to school-based School Counsellors with teaching qualifications. The conditions of employment include those set out in this agreement.</li> <li>• Specific conditions set out in this agreement relating to the professional role of teachers as educators will not apply to School Counsellors (Psychologists).</li> </ul>
9.5. A substantially increased range of educationally appropriate alternative programs and settings must be agreed upon and funded within the next 3 years. The range of settings to be negotiated include those detailed in the AEU – ACT Branch’s Election Priorities.	The joint working party as outlined in Claim 8.1 will review the alternative programs and settings currently available and consider the feasibility of other alternative programs and settings.

## **ELEMENTS OF THE AEU CLAIM NOT INCLUDED AS PART OF A TWO YEAR AGREEMENT**

1.4 The level of superannuation employer payments for all teachers be restored to a minimum of 15%, or the level appropriate to the relevant scheme, whichever is the higher.

3.1 Beginning teachers receive a 20% reduction in their teaching load for their first 2 years of employment.

3.2 Staffing points be provided for an additional 1.0 FTE classroom teacher in each school to provide mentoring to each beginning teacher at that site.

5.3 The Central Office resources will be increased by an additional 1.0 FTE staff member for each of the 8 Key Learning Areas to increase curriculum support and integration of ICT resources to enable the development of more local PD that is relevant to a teacher's area of expertise and level of experience.

5.4 An allowance will be paid to teachers who achieve an additional qualification which is relevant to the needs of the ACT public education system.

6.3 Casual teachers must be provided with a fair and reasonable workload for each period of employment.

8.2 A new Teaching Executive structure provision must be negotiated which sees a substantial increase in promotional positions in each school, to provide flexibility and meet the specific school needs.

8.6 Appropriate compensation must be negotiated for the performance of extra curricula activities by teachers.

8.14 Increase specialist support staffing in the preschool sector.

8.15 Schools are allocated points to release teachers from face-to-face teaching for at least three days per semester for the compiling, moderating and writing of reports.

9.6 Greater resources, including 10 extra specialist staff, must be provided to Central Office to properly support schools to implement effective student management processes.

9.7 The Classroom Management and Instructional Strategies Course must be fully funded to support ongoing professional development for teachers and support staff.