



DET ENTERPRISE AGREEMENT GOES TO BALLOT!

Industrial Report

Members in DET should now be receiving their ballot papers from Elections ACT to vote on the next Enterprise Agreement. Elections ACT must receive your vote by 5:00pm on Friday 25 September.

To inform your vote you may access the full text of the proposed agreement at <http://www.aeuact.asn.au> and the following summary of the Agreement is provided:

PART 1 GENERAL CONDITIONS

Section A – Technical Matters

3. Commencement and Duration

A two-year Agreement is proposed, nominally expiring on 30 June 2011.

Section F – Rates of Pay

21. Pay Increases

All teacher classifications will receive four pay increases of 1.5% paid six monthly over the life of the proposed Agreement, with the first increase effective from 1 July 2009. The overall cumulative salary increase by the end of the proposed Agreement will be 6.1%.

Section N – Leave

49. Personal Leave

Statutory declarations will be acceptable documentary evidence where the period of personal leave is not more than three consecutive days and a medical consultation has not been sought.

54. Long Service Leave

Employees may be granted leave in blocks of less than seven days with the approval of the Chief Executive. When employees take less than seven days, each day taken will be deducted at the rate of 1.4 days.

55. Maternity Leave

Paid maternity leave has been increased from 14 weeks to 18 weeks.

56. Paid Primary Care Giver Leave

Paid primary care giver leave has been extended to apply to employees with enduring parental responsibility of a child under a care and protection order [ie a foster child].

57. Paid Bonding Leave

Paid bonding leave has been increased from one week to two weeks.

59. Grandparental Leave

Unpaid grandparental leave has been introduced.

60. Community Service Leave

Leave provisions for jury service and voluntary emergency management have been incorporated into community service leave. Paid leave of up to three days has been included specifically for voluntary community service.

Section R – Communication and Consultation

76. Freedom of Association

77. Right of Existing and New Employees to Representation in the Workplace

78. Payroll Deduction for Union Fees

79. Staff Organisation Leave

80. Cooperation and Facilities for Union Representatives

81. Attendance at Industrial Courses.

The above clauses relating to union activities have been re-incorporated in this section of the proposed Agreement under the *Fair Work ACT 2009*.

85. Individual Flexibility Arrangements

This new clause under the *Fair Work Act 2009* contains the provision for the Department and an individual employee to agree to vary the conditions relating to some specifically identified arrangements for when work is performed.

PART 2 DEPARTMENT SPECIFIC PROVISIONS

Section Y – Structural Matters

125. School Categories

Category 1 has been removed.

Section Z – Salary Structure Initiatives

128. Accomplished and Leading Teacher Classifications

This clause foreshadows two new Accomplished and Leading Teacher classifications to be introduced in the next Enterprise Agreement, through negotiation and agreement between the Department and the AEU during the life of this proposed Agreement. The minimum salary for a Leading Teacher Classification when it is implemented will be \$100,000.

129. Salary Relativities

The relativities within and between classroom teacher and school leader classifications, including a model based on multiples of X where X is the graduate teacher rate of salary, will be considered by the Department and the AEU, with a view to incorporating any agreed changes into the next Enterprise Agreement.

130. Common Increment Date

Over the life of the proposed Agreement, on the basis that no teacher will be disadvantaged, the Department and the AEU will negotiate and agree on a framework for implementing a common increment date for classroom teachers.

131. Classroom Teacher Incremental Progression

A table outlining expectations of performance and professional responsibilities of classroom teachers will be used as guidelines for an annual professional discussion between individual classroom teachers and their supervisor and/or principal. This professional discussion will focus on the teacher's performance, incremental progression, career plans and transfer entitlement options.

132. Principal Structure

The Department and the AEU will negotiate and agree on new arrangements for the principal structure for the 2010 school year or inclusion in the next Enterprise Agreement if earlier implementation is not practicable. These negotiations will include, amongst other issues, an updating of the schedule of advancements and the development of Executive structure options for various school settings.

In addition the Department and the AEU will consider a new system for principal salary arrangements, including the examination of a single principal salary point and a more sophisticated process to recognise a broader level of complexity and difference across schools. Any agreed changes will be incorporated into the next Enterprise Agreement.

Section AA – Means of Engagement

137. Casual Intern Arrangements

A casual intern may now work up to 5 days per week.

Section BB – Teaching Loads

138 -143

Teaching loads for all sectors remain unchanged.

Section CC – Monitoring of Workloads

146. Systemic Management of Workload Issues

The Department and the AEU agree to establish a joint working party to examine a range of workload and staffing resource allocation issues, taking into account current reviews, class sizes reduction and preschool initiatives, and propose options for addressing any problems arising.

In particular this joint working party will:

- [a] take 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;
- [b] take 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;
- [c] identify any workload issues arising from implementation of outcomes of the work referred to in clause 146.1;
- [d] examine the current staffing resource allocation methodology for all schools;
- [e] examine teacher and school leader 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;
- [f] 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;
- [g] review the alternative programs and settings currently available and consider the feasibility of other alternative programs and settings; and
- [h] develop agreed procedures for assessing a new initiative, proposal, special project etc which will impact on the work of teachers.

In addition any outcomes from the Vocational Education and Training Teacher Workload Working Group must be agreed between the Department and the AEU prior to implementation. The Department and the AEU will negotiate and agree appropriate arrangements/working conditions for teachers delivering Vocational Education and Training courses in secondary schools.

Section EE – Teacher Transfer

160 -171

This section contains provisions under a new "transfer entitlement" model for teacher transfer to replace the mobility provisions in the previous Agreement. These provisions were separately endorsed by a vote of AEU members in May 2009.

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Section FF – Allowances and Payments

173. Special Education Allowance

Current procedures for payment of the special education allowance will continue and the allowance will be increased in accordance with salary increases within this Agreement. The rates are detailed in Annex A.

175. Teaching Innovation Allowance

Previously the Leading Teacher Allowance, renamed to avoid confusion with the new Leading Teacher classification to be introduced [see 128]. The provisions remain unchanged and the Department and the AEU will review the application of this allowance during the life of the proposed Agreement.

Section HH – Other Matters

191. Psychologists Employed as School Counsellors

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 proposed Agreement.

Salary rates for School Counsellors [Psychologists] are detailed in Annex A.

209. Flexible Working Arrangements for School Leader A [Office Based]

Office based SLAs will now have access to a credit bank of 36 hours and 45 minutes under certain conditions.

CIT ENTERPRISE AGREEMENT STILL TO BE FINALISED

At the time of writing CIT has convened no formal meetings under the new *Fair Work Act*. However, CIT members will be aware that an in principle agreement was concluded on 30 June 2009 and the AEU has been working with CIT to produce a final version of the proposed new Enterprise Agreement.

The AEU has requested that CIT immediately meet under the new legislation so that the Agreement can be finalised urgently and a ballot process commenced.

Peter Malone
Assistant to the Secretary [Industrial]

MOBILITY/TRANSFER ENTITLEMENT

Important Information for Teachers Not in Their First PlacementA

As members would be aware, the transfer entitlement policy in the proposed Enterprise Agreement [EA] represents a significant shift from Section Q [Teacher Transfer, Mobility and Limited Time Placement] of the current agreement.

If members vote to reject the proposed EA through the formal ballot, there will be no change to current mobility arrangements.

If members vote to accept the proposed EA, all positions except first placement* will be for up to 10 years [with possible extension of up to 2 years in exceptional circumstances] for the life of that Agreement.

The AEU understands that principals have been informed of arrangements regarding the transition between agreements

that may occur over the next couple of months. Those who are currently in line for a move will have their positions advertised as anticipated vacancies. This means that those currently in their final year of placement need to have discussions with their supervisor concerning their position.

If the proposed EA is approved in time to allow changes in the transfer process, principals will be contacted to determine if an anticipated vacancy should be withdrawn and the current placement extended for at least another year. This placement would then be reviewed annually up to the maximum period allowed under the new provisions.

*** Under the proposed EA, placement length for teachers in their first appointment is a maximum of 5 years.**