

What We Claimed And What We Won

Branch Secretary, Glenn Fowler, reviews how the proposed enterprise agreement for school teachers and leaders stacks up against our log of claims.

Our Claim	The Outcome
<p>Claim 1 and Core Priority: Reduced face-to-face teaching time</p> <p><i>That weekly contact hours for classroom teachers remain 21.5 in primary school and 19 in secondary school but that, of that time, 1.5 hours for primary school teachers and 1 hour p/w for secondary school teachers be set aside to support the development of professional learning communities in all schools. This equates to 60 hours per year and 40 hours per year respectively.</i></p>	<p>Crucially, the employer has acknowledged that workload has become excessive and problematic. In the Directorate’s own words (third Government offer):</p> <p><i>This offer acknowledges that some tasks take time away from your core role and contribute to workload issues. The responsibility to review and monitor rests with the central office, school leadership and all teachers (AEU emphasis).</i></p> <p>A new Section Q in the Enterprise Agreement (EA) will describe simply the work that teachers should be doing. The new <i>Section Q Guidelines</i> will specify the tasks where teachers will now have a limited role or no role at all.</p> <p>ETD will provide a central resource to monitor this transition to teacher workload reduction across the system, to locate best practice and to report to the AEU on a quarterly basis.</p> <p>To further assist with the transition to workload reduction, \$7million dollars of new money will provide the equivalent of almost 60 new school assistants across the system. This equates to 0.75 of a school assistant (SA2) for every primary school (except Jervis Bay) and \$25,000 (almost 0.5 of a school assistant) for each of the 21 remaining (secondary) schools.</p> <p>Each school will now be in the position of deciding how to allocate between 500 and 900 hours of administrative relief each year.</p>

	<p>This funding is initially for two years and we will need to ensure this valuable resource is not cut. Political pain would ensue for any government that considered a cut of this nature.</p>
<p>Claim 2: Salaries</p> <p><i>That ACT teacher and school leader salaries be nationally competitive at all levels. This would sensibly mean that ACT salaries appear in the top three jurisdictions.</i></p>	<p>A settlement of 12.6% over 4 years is a salary outcome that will retain our nationally competitive position as number three in the country over the life of this agreement.</p> <p>It keeps us ahead of NSW and Victoria, and only behind NT and WA. It compares favourably to pay increases for public servants, both locally and federally, and also compares favourably to the Consumer Price Index (CPI) which continues to trend downwards.</p> <p>It is simply not credible that these kind of pay increases would have been offered in this environment if our union was not as strong as it is, or if the Gonski Agreement, which we vigorously campaigned for, had not locked in 3% growth education budgets.</p>
<p>Claim 3: Maximising permanency</p> <p><i>That the employer states in the Enterprise Agreement the circumstances under which a fixed term contract may be offered to a teacher.</i></p>	<p>It was agreed to insert a new sub-clause N3.1 into the EA as follows:</p> <p><i>The decision to engage a teacher as a temporary teacher rather than as a permanent teacher will be made on sound workforce planning grounds and in accordance with sub-clause A2.2.</i></p> <p>It should be noted that almost 90% of ACT teachers are currently employed on a permanent basis.</p>
<p>Claim 4: Certainty for teachers nearing retirement</p>	<p>It was agreed to insert the following sentence at the appropriate place in the Annual Professional Discussion Guidelines:</p>

<p><i>That any teacher who confirms in writing that they will resign from their permanent teaching position within two years of the end of the current calendar year not be required to transfer from their current position. This does not apply if the teacher has been placed at their current school for less than five years.</i></p> <p><i>Irrespective of how long they have been at their current school, no teacher should be required to transfer if they confirm that they have only one year left before they resign.</i></p>	<p><i>Every effort must be made to avoid transferring a teacher for their final year of employment with ETD.</i></p>
<p>Claim 5: Supporting teachers who are leaving a school against their will</p> <p><i>That any teacher who is asked to leave a school following an Annual Professional Discussion be guaranteed:</i></p> <ul style="list-style-type: none"> • <i>Notification of a suitable new placement before the end of Term 4</i> • <i>A placement length of at least two years unless the classroom teacher requests an alternative time length</i> <p><i>If such conditions are not met, the teacher is to remain in their current position for at least one more year at ETD's expense.</i></p>	<p>It was agreed to insert the following sentence at the appropriate place in the Annual Professional Discussion Guidelines:</p> <p><i>If the teacher is advised that they must apply for transfer, the Directorate will make every effort to confirm prior to the end of that school year a suitable placement of at least one year's duration, with strong emphasis on the teacher's expertise and recent teaching practice.</i></p> <p>Further, ETD indicated that, as a matter of practice, it will arrange to meet with teachers in this circumstance to explain the transfer and placement process, and to offer support.</p>
<p>Claim 6: Payment of fees for applying for certification against national standards</p> <p><i>That ETD pays, on a maximum of one occasion within a three year period, any fees associated with a teacher's application for certification against the Highly Accomplished National Standard or Lead Teacher National Standard.</i></p>	<p>ETD will not pay fees for applying for certification against national standards but will provide a significant financial reward to teachers who achieve certification at the Highly Accomplished Teacher and Lead Teacher career stages.</p> <p>This will consist of an additional salary increment for classroom teachers on the salary scale, which carries an ongoing financial benefit until the top of the scale is reached. For teachers at the top of the scale along with Executive Teachers, this benefit consists of an allowance paid over one year equivalent to the top increment, or more</p>

	than \$5600.
<p>Claim 7: The guarantee of paid time for WSRs</p> <p><i>That Workplace Safety Representatives (WSRs) are provided with 40 hours per year (an average of one hour per school week) to meet their obligations.</i></p>	<p>Under the new Health and Safety Representative (HSR) Guideline the HSR will be guaranteed such time as is reasonably necessary to exercise his or her powers under the Act and to conduct regular (weekly) consultations with staff in the workplace.</p>
<p>Claim 8: Time for AEU Sub-Branches to meet</p> <p><i>That, in the first four weeks of Term 1 each year, Principals negotiate with Sub-Branch Presidents one quarantined hour within each term at which no meeting can take place other than an AEU Sub-Branch meeting.</i></p>	<p>Principals are expected to negotiate with the relevant AEU Sub-Branch President during the first four weeks of Term 1 of each year to schedule a one-hour AEU Sub-Branch meeting during each term of the school year. Such scheduling is consistent with a clause in the current enterprise agreement which states that reasonable notice of meetings should be provided and scheduled meetings should be included in the school's year/term planner.</p>
<p>Claim 9: Paid maternity leave for employees who are on LWOP and working for an employee organisation</p> <p><i>That maternity leave is paid for by ETD, as the substantive employer, if its employee is in the first twelve months of service for an employee organisation such as the AEU.</i></p>	<p>A protocol has been agreed between the parties which establishes a joint responsibility to ensure the employee is not disadvantaged. This agreement potentially affects a tiny number of employees and details can be provided on request.</p>
<p>Claim 10: Appropriate synergy between all teacher appraisal instruments</p> <p><i>That ETD and the AEU participate in an audit of EA clauses and agreed documents that relate to teacher appraisal to ensure that there is appropriate synergy between them, and that all redrafting be completed no later than June 2015.</i></p>	<p>It was agreed that the EA's Implementation Committee, consisting of representatives of the AEU and the Directorate, will ensure that all teacher development and appraisal mechanisms are meaningfully integrated. A scoping document has already been drawn up which identifies the following processes for the attention of the Committee: teacher registration, selection and recruitment, probation and contract assessment, performance and development, new</p>

<p><i>Further, greater alignment should be sought between the assessment processes for Accelerated Incremental Progression, Executive Teacher (Professional Practice) and Certification against the Highly Accomplished and Lead Teacher Standards, and that officers from the Teacher Quality Institute are invited to contribute to that aligning exercise.</i></p>	<p>educator support, professional learning communities (PLCs), Professional Pathways and Pathways to Improvement, underperformance, accountability and systems. Integrated throughout will be the ACT Leadership Framework, National Standards, ACTPS Performance and Development Framework and AITSL Performance and Development Charter.</p>
<p>Claim 11: Domestic Violence Leave</p> <p><i>That provision is made for Domestic Violence Leave.</i></p>	<p>Domestic Violence Leave of up to 20 days per year is now available for all employees. This leave is crucial for affected employees who often need to attend a range of appointments and support services that have not been accommodated under previous leave arrangements.</p>
<p>Claim 12: School Principals</p> <p><i>That terms, conditions, a career and remuneration structure be developed for principals which is in operation from the start date of the new Enterprise Agreement and which:</i></p> <p><i>Provides increases in remuneration which recognise the increased and increasing complexity of principal work and which ensure principal salaries in the ACT are nationally competitive;</i></p> <p><i>Provides a simple and transparent assessment and recognition of the workload comprising the relative complexities identified in, among other documents, the “Review of Principal Structure (2012)”, the five leadership areas of professional practice described in the ‘ACT School Leadership Strategy’ and the loadings for disadvantage funded in the ‘Heads of Agreement between the Commonwealth Government of Australia and the Australian Capital Territory on National Education Reform’;</i></p>	<p>A revised principal remuneration structure based on previously agreed principles (qualities attributed to the principal and qualities attributed to the school) will be developed during 2016 for implementation in 2017. Salary increases of at least 3% per annum are guaranteed for principals during the life of this EA - no less than classroom teachers. For the first time, a clause addressing principal well-being will be included in the EA. The AEU has been unsuccessful in retaining transfer rights for principals and all principal positions will now be advertised in the first instance for open merit selection. Transfer rights have been retained for Deputy Principal and Executive Teacher positions.</p>

<p><i>Provides for a minimum of maintenance of remuneration over the duration of a placement;</i></p> <p><i>Provides incentive for principals to work in a school with particular challenges/opportunities and which may have a lower category;</i></p> <p><i>Provides principals with the opportunity to enhance their leadership capabilities by working in different schools and system roles;</i></p> <p><i>Provides that all principal vacancies be advertised at transfer in the first instance;</i></p> <p><i>Provides for the accrual by principals and deputy principals of two weeks of professional leadership development time for each year of service in a substantive principal or deputy principal role, to be acquitted in blocks of a duration negotiated with their supervisor; and</i></p> <p><i>Provides for the full financial support by the Directorate of principal certification against the Australian Principal Standard upon its introduction.</i></p>	
<p>Claim 13: Meeting the Needs of All Students</p> <p><i>See AEU policy.</i></p>	<p>This claim was withdrawn by the AEU during bargaining and will continue to be pursued through ACT budget processes. Note that the issue of school psychologist provision has been successfully addressed elsewhere in the bargaining.</p>
<p>Claim 14: ICT in schools</p> <p><i>Given it is a priority of government that ICT be integrated across the curriculum and the very significant investment made by government in ICT:</i></p> <p><i>That a set of ICT performance measures be developed that are required to be met by the service provider/s.</i></p> <p><i>That additional resources be allocated to ICT in ACT public schools to ensure a stable working network is available at least 98% of the time.</i></p>	<p>The Directorate argues that most elements of our claim have already been met, but has indicated that enhanced consultation will be provided to identified AEU representatives.</p>

<p><i>(Stable network to be defined as: Teachers and Students are able to use ICTs in classrooms and beyond when and as required.)</i></p> <p><i>That a minimum of one Information Technology Officer (ITO) is guaranteed for each ACT public school to ensure that a teacher's engagement with ICT is only ever educational in focus and not technical. That in larger schools this number be increased and that the resources to fund this extra provision be funded from outside individual school budgets.</i></p>	
<p>Claim 15: Teachers of VET</p> <p><i>That teachers of VET have a reduced face-to-face teaching load equivalent to or pro-rata of one line for every four lines of VET classes. This time allowance may be accessed on a weekly basis or be accumulated and accessed as needed and through negotiation with the principal.</i></p>	<p>A new Clause O9 has been agreed which references an independent review into VET provision. The review will be concluded in 2015 and the Directorate and the AEU will, as soon as possible, negotiate and agree appropriate arrangements and conditions for teachers delivering VET in secondary schools.</p>
<p>Claim 16: Teacher Librarians</p> <p><i>That Teacher Librarian is added to the table currently in Section O ("Structural Matters" p.80) as a "preferred local designation" in the Classroom Teacher classification.</i></p> <p><i>That resource management time is guaranteed for Teacher Librarians. Resource management time is additional to non-teaching/release time. It is fundamental to the Teacher Librarian's role and is essential for management, facilitation and development of the library's resources. A minimum 7 hours of administrative times (in usable blocks) should be allocated when classes/organised groups are not scheduled with the teacher librarian.</i></p> <p><i>That teachers without appropriate recognised teacher librarian qualifications who work in the Teacher Librarian role are required to begin attainment of one of the following qualifications within two years of assuming the position: Graduate Diploma of Applied Science (Library</i></p>	<p>Teacher Librarians will be included in the new EA as a "preferred local designation". AEU members will soon be working closely with ETD officers to more clearly articulate the role that is expected of Teacher Librarians.</p>

<p><i>and Information Management), Graduate Diploma of Education (Teacher Librarianship), Master of Applied Science (Library and Information Management), Master of Applied Science (Teacher Librarianship), Master of Education (Teacher Librarianship), Bachelor of Education (Teacher/Librarian) and Master of Information Services (Teacher Librarian).</i></p>	
<p>Claim 17: School Psychologists</p> <p><i>That the quantum of the SEA (to be renamed “Attraction & Retention” arrangement) be increased to 50% of the base rate of relevant remuneration, to encourage new staff to enter the service and retain existing staff.</i></p> <p><i>That a maximum psychologist:student ratio of 1:500 be recognised in ACT public schools in line with the NSW Coroner’s recommendation, and the number of FTE positions increased accordingly.</i></p>	<p>Four new full-time equivalent school psychologists will soon be working in our system as the result of this agreement. This takes us closer to a ratio of 1:750 students, but we will continue to campaign for a ratio of 1:500.</p> <p>The funding for the four new psychologists (\$900,000) is at this stage only guaranteed for two years, but any cut to these resources would trigger a decisive public campaign by the AEU.</p> <p>School psychologists will now have their own separate salary classification, importantly within the Teachers’ EA.</p> <p>A new clause outlining the core role of school psychologists has also been successfully negotiated.</p>
<p>Claim 18: Teachers at Birrigai@Tidbinbilla and Instrumental Music Program</p> <p><i>Delete the current sub-clauses S2.10 and S2.11 so that teachers in these sites operate under the same transfer provisions as all other teachers.</i></p>	<p>Teachers at Birrigai@Tidbinbilla and the Instrumental Music Program will now have exactly the same transfer provisions as all other teachers.</p>
<p>Claim 19: Birrigai@Tidbinbilla</p> <p><i>That the previously agreed exemption from provisions of Section O of the ACT DET Collective Agreement 2007-2009 be updated for inclusion into this Enterprise Agreement</i></p>	<p>Through the EA Implementation Committee, the AEU will soon commence a refining of the arrangements under which teachers work at Birrigai@Tidbinbilla.</p>

<p><i>through the agreed documents section (currently Clause M2).</i></p>	
<p>Claim 20: Analysis of Potential Workload Impacts</p> <p><i>That all new employer initiatives that many have an effect on the workload of staff not proceed until consultation with the AEU Branch (for system initiatives) or Sub-Branch (for school initiatives) has been accompanied by the submission of ETD's Analysis of Potential Workload Impacts tool. The design of the tool should be revisited by ETD and the AEU during this EA negotiation.</i></p>	<p>The Director-General has written to the AEU Secretary guaranteeing open and genuine consultation on any new policy initiative that may have an impact on staff workload. As always, we largely rely on members to be our eyes and ears on the ground.</p>
<p>Claim 21: Salary back-dating</p> <p><i>The operative start date of the EA must be 1 October 2014 and any back pay necessary should be made to that date.</i></p>	<p>This claim was almost wholly met in that salary will be backdated not to 1 October 2014 but to 1 November 2014. Council accepted this compromise in the context of the \$7.9million of additional resources (for school assistants or equivalent and four full-time school psychologists, outlined above) secured in the last days of the campaign. Within the next couple of months, members should receive a one-off payment of around \$1900 for top-of-the-scale teachers and more than \$3000 for many school leaders. The second Government offer had taken this payment off the table, but the AEU demanded its reinstatement.</p>
<p>Claim 22: Professional Learning requirements</p> <p><i>That the current requirement for teaching staff to attend five (5) days of approved professional learning each year be reconsidered in light of TQI professional learning requirements, and the new Enterprise Agreement synthesise ETD's professional learning requirements and those of the TQI.</i></p>	<p>The requirement for 5 days of professional learning has been revised to 2 days in light of the TQI requirement of 20 hours PL across the year. PL activities will now appear more regularly throughout term time, but with non-teacher work stripped away from teachers, and with ETD's commitment to the highest quality and most relevant PL, this should enhance PLC arrangements in schools.</p>

<p>Claim 23: Payment to Casual Relief Teachers meeting TQI Professional Learning requirements</p> <p><i>That ETD centrally funds Casual Relief Teachers being paid at their usual rate for each hour they spend meeting TQI professional learning requirements, to a maximum of 20 hours per year.</i></p>	<p>A new EA sub-clause P8.4 states that casual teachers regularly engaged by the school are to be included in professional learning community programs. As such activities are part of the casual teacher’s duties, they should expect to be paid as they would be for any other duties. The sub-clause goes on to say that the Directorate, supported by the AEU, will actively promote a broad range of professional learning opportunities for casual teachers, including programs directly related to the craft of relief teaching.</p>
<p>Claim 24: School Leader placements</p> <p><i>That unattached School Leaders are provided with a suitable long-term placement within one school term of becoming unattached. Mechanisms must be established for transferees to be prioritised over those aspiring to promotion. If the unattached School Leader requires further development before transferring to a new role, that development must be provided by ETD as a matter of urgency and funded centrally.</i></p>	<p>A new sentence in ETD policy <i>Procedures for Filling School Leader Positions</i> will read as follows:</p> <p><i>System placements of at least two years in length will be sought in the first instance. Placements of less time will only be considered where no other options exist.</i></p>
<p>Claim 25: Different kinds of School Leader positions</p> <p><i>That agreement is reached on an updated list of “preferred local designations” under the “Classification and Local Designations” section of the Enterprise Agreement (currently Clause O1.1).</i></p>	<p>ETD has agreed to ensure consistency in school leader job titles and will align school leader roles and conditions to enable all Executive Teachers to develop the full range of capabilities during a placement period.</p>
<p>Claim 26: New Educator Support Plans</p> <p><i>That New Educators (teachers in their first three years of service) negotiate with their supervisor during Term 1 a “New Educator Support Plan”. This document should be less than one page in length and should outline the</i></p>	<p>A new EA sub-clause P4.8 will read as follows:</p> <p><i>New educators negotiate with their supervisor during Term 1 each year a ‘New Educator Support Plan’. This plan should be no more than one page in length outlining the intended use of the New Educator support days for that year. The New Educator Support Plan should be</i></p>

<p><i>intended use of the New Educator Support Days for that year.</i></p>	<p><i>attached to their performance and development plan ... [Professional Pathways plan or probationary assessment process, whichever is applicable].</i></p>
<p>Claim 27: Acceptable temperature for workplaces</p> <p><i>That ETD guarantees an indoor temperature between 17° and 30° in all workplaces at all times.</i></p> <p><i>That ETD agrees to discuss minimum and maximum temperatures for outdoor work.</i></p>	<p>A new document Procedures for Managing Extreme Temperatures in ACT Public Schools has been devised. Importantly, it references the AEU's preferred forecast temperature range of 17°C and 30°C and also places significant responsibility with the Directorate's Infrastructure and Capital Works Branch. The campaign continues, particularly around the October 2016 ACT election, for serious investment in permanent heating and cooling solutions.</p>
<p>Claim 28: Central funding of industrial leave</p> <p><i>That ETD centrally fund the attendance of employees at industrial relations courses and seminars.</i></p>	<p>ETD has agreed to the following words:</p> <p><i>Leave to attend industrial relations training is an entitlement set out in the agreement. The Directorate and the AEU recognise the benefit of properly trained employee representatives in the workplace. Based on reasonable notice by the employee, a clear need for the training identified by the AEU Sub-Branch [AEU emphasis] and notwithstanding operational requirements, principals will make every effort to facilitate the attendance of employees at accredited industrial relations training[i.e. that provided by the AEU, UnionsACT or the ACTU] under the provisions set out in this clause.</i></p> <p>ETD has now created a designated 'industrial leave' drop down option on CRS.</p>

Additional commitments in relation to NAPLAN

NAPLAN practice: Following lengthy discussions about the sort of work teachers should and should not be doing, the Director-General has written to the AEU Secretary stating that:

- *The best preparation for students is the teaching of the curriculum*
- *NAPLAN should be treated as a routine event on the school calendar*
- *The provision of broad and comprehensive teaching and learning programs is the best preparation schools can provide for their students*
- *Excessive coaching and test preparation is not appropriate*

The AEU is heartened by ETD's strong position on this matter. As recently as 11 May 2015, the Chief Executive Officer of ACARA, Mr Rob Randall, stated:

What is taught in the classroom is what is in the NAPLAN tests. There is no need for additional studying.

The AEU will provide guidance to members regarding NAPLAN testing at key points in the year.