

WHAT'S DIFFERENT ABOUT THE ACT PUBLIC SECTOR EDUCATION DIRECTORATE (TEACHING STAFF) ENTERPRISE AGREEMENT 2018 – 2022

PURPOSE

The purpose of this document is to explain the proposed main amendments to the ACT Public Sector Education Directorate (Teaching Staff) Enterprise Agreement 2018-2022 (“the Agreement”), to ensure that employees have a good understanding of the outcomes negotiated with Australian Education Union (AEU).

GENERAL

A number of changes to the proposed Agreement have sought to clarify minor technical and operational requirements relating to existing entitlements and processes. Among these are important changes that ensure consistency with legislation, and changes which are aimed at consistency within the Agreement itself.

MAJOR AMENDMENTS: COMMON TERMS AND CONDITIONS

Duration

The nominal expiry date is proposed to be 30 September 2022.

Remuneration

PAY OFFER

The Government’s pay offer covers a period of four years duration with percentage increases being provided at regular intervals.

The full offer is:

- 1.5% from the first full pay period on or after 1 October 2018,
- 3.0% from the first full pay period on or after 1 July 2019,
- 3.0% from the first full pay period on or after 1 July 2020,
- 3.0% from the first full pay period on or after 1 July 2021, and
- 1.5% from the first full pay period on or after 1 July 2022.

Superannuation

For the first time, superannuation entitlements will be included in the Agreement in full.

Members of preserved schemes like the CSS and PSS will continue to receive the contributions they do currently.

Members of Superannuation Guarantee Funds are currently receiving 10.5% (9.5% Super guarantee + the current additional employer contribution of 1%).

This will increase to:

- 10.75% on 1 July 2018;
- 11% on 1 July 2019; and
- 11.5 % on 1 July 2020.

The Government will continue to offer 1% additional employer contribution for members of Superannuation Guarantee Funds who choose to contribute at least 3% of their salary to their superannuation.

SUPERANNUATION ON PARENTAL LEAVE

The Government offer will extend superannuation contributions to the unpaid portion of the first 12 months of parental leave. This includes birth leave (aka maternity leave) and unpaid parental and grandparental leave.

Employment

The Government remains committed to providing job security for employees as far as possible. Several amendments in the proposed Agreement are aimed at strengthening this commitment.

TASKFORCE

A joint Government-Union Taskforce has been established to review existing casual and temporary employment with the view to converting such employment to permanency where appropriate.

The amendments to the Agreement will ensure that such conversion can be achieved without further merit processes.

REVIEW OF EMPLOYMENT STATUS

The right for casuals and temporary employees to request a review of their employment status has been included in the new Agreement.

Workplace Flexibility

The proposed Agreement significantly simplifies and strengthens the ability for employees to access a range of entitlements in the Agreement to ensure they can balance their work and personal commitments. The proposed clauses provide flexibility well above the minimum requirements of the Fair Work Act, while incorporating the concept of 'Reasonable Business Grounds' into the Agreement to allow any disputes to be raised through the Dispute Avoidance/Settlement Procedures of the Agreement, an avenue currently more restricted in the existing Agreement.

In summary – any employee, may for any reasons request a Flexible Working Arrangement. This may be a part-time or job-sharing arrangement, or varied start and finish times, flexible access to leave and any number of other arrangements.

Any such request can only be refused on reasonable business grounds, and those business grounds are listed in the Agreement, and are more restrictive than those under the Fair Work Act.

These arrangements will be recorded in writing and can be for a period of up to three years, at which they will be reviewed. If the employee so requests, a new arrangement can then be entered into unless there are reasonable business grounds for refusing the request.

Leave

NAIDOC LEAVE

Leave for the purpose of attending NAIDOC week activities is currently only available to employees of Aboriginal and Torres Strait Islander descent. The leave entitlement is being extended to everyone, other than casual employees.

That means that any employee who wishes to attend NAIDOC week activities will be able to access up to one day's paid leave, subject to operational requirements.

BONDING LEAVE

The new Agreement provides more flexibility for the taking of Bonding Leave.

Currently, an employee may access two weeks (10 working days) of Bonding leave, followed by one week of Personal Leave for bonding purposes.

The initial two weeks need to be accessed as a single block and the additional Personal Leave must be taken within the first 14 weeks from the birth of the child.

The new Agreement will allow the employee to access the leave at any stage within the 14 weeks, as one block or broken in to smaller blocks. There is also an added provision which allows for the 14-week limit to be extended in exceptional circumstances.

CONCURRENCY CARE

The proposed Agreement introduces a new concept of Concurrency Care, to ensure that Adoption and Permanent Care Leave, as well as Foster and Short-Term Care Leave, can be accessed in cases where an employee is providing concurrency care through a registered Community Organisation.

FAMILY VIOLENCE LEAVE

The Family Violence Leave provisions have been clarified to ensure better access for employees. This includes expanding the list of examples of the purpose for which leave can be taken and including clarification that leave may also be needed for travel and recovery after appointments etc.

Communication, Consultation and Union Representation

Both in and out of the Agreement the Government is putting effort into improving consultation processes to ensure that employees and their representatives have a genuine opportunity to influence decisions prior to them being made. The proposed Agreement includes improved processes around Consultation and Consultative Committees and includes better articulated rights for union delegates.

Workplace Values and Behaviours

The sections of the Agreement that deal with Misconduct and Underperformance have been significantly rewritten. The purpose is to ensure that Procedural Fairness and Natural Justice Principles are enshrined throughout these sections.

Transparency and fairness are integral to any misconduct and underperformance process.

Key changes include:

- A re-focused preliminary assessment process, which seeks to move away from an automatic assumption that there is an adversarial relationship between a victim and offender, ensuring assessments are conducted swiftly and at a local level as far as possible.
- The introduction into the Agreement of the Public Sector Standards Commissioner (PSSC), an independent office established in the Public Sector Management Act changes in 2016. The PSSC now oversees investigations through the Professional Standards Unit and is responsible for making findings of misconduct.
- Greater clarity around what happens to misconduct processes if an employee leaves the ACTPS while the process is on foot.
- New rights for employees to have input into a decision of finding of misconduct, prior to a final finding and prior to a decision about sanction, to which an employee has a separate right to reply.
- The right for an employee to appeal a finding as well as a sanction. Currently the appeal right is restricted to the sanction itself.

Internal Reviews and Appeals

Amendments to these processes are largely aimed at clarifying current processes and to improve transparency, including providing greater independence for appeals.

Key changes include:

- A new section dealing with Reviews and Appeals of certain recruitment processes. These are currently co-located with other Reviews and Appeals, which was considered confusing as the processes are not consistent with those that apply to misconduct, underperformance and other decisions.
- Appeals have been made determinative. Currently, the Appeal Panel makes a recommendation to the Head of Service (or delegate), who then decides whether or not to accept the recommendations. In the new Agreement, the decision of the Appeal Panel stands, but may still be disputed in the Fair Work Commission using the Dispute Avoidance/Settlement Procedures.

Redeployment and Redundancy

The Government remains committed to maintaining the size of the ACTPS and stands by its policy that there will be no involuntary redundancies.

However, there are still circumstances where positions become redundant as a result of restructures, changes to technology and the like. In such situations it is important that affected employees have the support necessary to ensure that they can be redeployed, or that there are other solutions where that is not possible, including voluntary redundancy.

Several changes have been made to the current provisions to ensure that redeployment is the genuine aim in all circumstances, where redundancies are unavoidable and where employees want to remain in the ACTPS.

Key changes include:

- Clearer processes that require consultation and that require that an employee has been declared potentially excess before being able to be declared excess.
- The ability to transfer an employee to a lower classification without their agreement has been removed.
- All potentially excess employees, who haven't been offered a voluntary redundancy, or who have refused a voluntary redundancy, will be placed on a redeployment register and will be considered in isolation for positions.
- Employees may only be declared excess if they have been offered, but have refused voluntary redundancy.
- If an excess employee reaches the end of the retention period, and cannot be transferred to another position at level, the employee can choose to leave the ACTPS with a payment, which equals what they would have received as a voluntary redundancy, less the amount paid in salary during the retention period. This means no-one will be worse off by choosing to seek redeployment by entering a retention period rather than accepting a voluntary redundancy up front.
- The exclusion period, during which an employee who has taken a voluntary redundancy is prevented from re-entering the ACTPS has been reduced from two years, to the time that is equivalent to the redundancy payment they received.

MAJOR AMENDMENTS: EDUCATION DIRECTORATE SPECIFIC CONDITIONS

New Educator Development

The proposed Agreement introduces a one-week induction program for new educators prior to them commencing in their respective schools. Further, the reduced face-to-face teaching hours for new educators have been extended to include their second and third years of teaching.

Face-to-Face Teaching Loads

This clause outlines a further reduction of face-to-face teaching hours per week for primary school teachers commencing July 2020.

In the proposed Agreement, secondary teachers will maintain the maximum 19 hours of face-to-face teaching in a week (averaged over the school year) and must not exceed 20 hours of face-to-face teaching in any one week.

Class Sizes

The new Agreement provides for a new provision which recognise the fundamental contribution of class size to learning outcomes for students, quality of teaching, and the health and wellbeing of teachers.

Sustainable Management of Workload and Practice

The workload management strategies have been improved to incorporate a comprehensive Annual School EA Implementation Plan (Implementation Plan) and will be finalised in agreement between the Principal and the AEU Sub-Branch President or representative.

The Implementation Plan will replace the requirement for school workload committees and streamline the School Workload Reduction Plan process.

Information and Communication Technologies

The right for employees to disconnect from all work-related information and communication technologies outside the agreed hours of work is being formally recognised in the proposed Agreement.

Principal Classification Structure

A new classification and pay structure for Principals is set out in the proposed Agreement. The Principal Classification Structure recognises the increasing responsibility of the principal role through equity challenges, specific to the needs of the school, community and system.

Principal positions will be transitioned from the current School Category to the new Band Levels and pay structure, as set out in the translation table in the proposed Agreement. In the transition to the new Structure, principals will not experience any salary detriment and will be reclassified into the new structure at or above their existing salary level.

Casual Employment

Casual teachers engaged in a school for more than 5 days will undertake the role in accordance with the maximum face-to-face teaching hours for the sector and will perform duties consistent with the core role of a classroom teacher.

Further, the Agreement has been revised to ensure all employees in schools have appropriate access to relevant Information and Communication Technology (ICT) for work related purposes.

Workplace Health and Safety

The new section outlines EDU's commitment to ensuring that the risk of occupational violence (OV) to staff is eliminated as far as is reasonably practicable. The provisions include actions to be taken when EDU is made aware of instances of OV.

In addition, the new section highlights the work of health and safety representatives and ensures that appropriate resources, including at least 80 hours over the school year of paid time, are allocated to support their function and training.

AEU Sub-Branch Functions

Consistent with the principles of the government's Union Encouragement Policy, this clause provides representatives of the AEU appropriate resources, including at least 40 hours over the school year of paid time, to undertake their duties and responsibilities.

Professional Learning Recognition Payment

All eligible staff covered by the proposed Agreement will receive a one-off Professional Learning Recognition payment of \$750 to enhance professional learning and other teaching supports such as purchasing voluntary scholastic tools and programs.