



## Log of claims

### Teacher and Assistant Teacher Enterprise Bargaining 2017

#### Salaries

- Increase of 4% p.a. for all staff covered by the agreement over the life of the agreement.

#### Classifications

- Change classification of all teaching principals in schools currently designated as TP1 to TP2.
- Change classification of all teaching principals in schools currently designated as TP2 to PL1.
- Incorporate all Executive Principal (EPL) designations into Schedule 7.
- Remove Clause 20.3 relating to Specialist Teachers.

#### Increments

- Remove clause 21.3 relating to CT5-CT6 progression.

#### Secure employment

- Teachers to be offered the opportunity to convert to permanent employment after 12 months of continuous fixed-term contract employment unless a case can be made as to why position should remain temporary (eg backfilling, fluctuating enrolments).
- Remove process of classroom teachers gaining ongoing employment through school-based advertised merit selection.

#### Staffing

- Expansion of Clause 26 (c) into a new clause to guarantee right of transfer for ALL classroom teachers, irrespective of locality (to be negotiated between Union and DoE).
- Restoration of staffing formula as it existed prior to changes in 2013 and incorporation of staffing formula into the Agreement.

#### Preschool teacher-in-charge

- Double allowance to reflect workloads demands and complexity.

#### Consultation

- Strengthening of Management of Change and other clauses as per negotiations in NTPS General EA.
- Establishment of workplace consultative committees in all workplaces.

#### Non-contact time

- Minimum NCT to be increased to 5 hours and 20 minutes for all preschool, primary and special education teachers, to ensure parity with secondary teachers.
- Minimum NCT for secondary teachers to be defined as 5 hours and 20 minutes in the Agreement.
- Minimum NCT for Senior Teachers to defined in the Agreement.
- Clarity required about arrangements for NCT for Teaching Principals.
- Clause 40 to be rewritten.

### **Class sizes**

- Maximum class size limit to be reduced from 27 to 25.
- Class size capped at 20 for all remote schools.
- Class size capped at 22 for all Transition, Year 1, 2 and 3 classes.
- Class size definition to be based on enrolled students (students on the roll) not number of students physically present.

### **Personal Leave**

- Fixed-term staff to be credited with entitlement to personal leave on commencement of employment proportionate to the length of contract (e.g. 7.5 days for a six-month contract), not leave based on accumulated service as is currently the case (33.4 (b)).
- Personal leave balances to be increased based on categories of remoteness: 17 days for Category 1 employees, 18 days for Category 2 and 20 days for Category 3.

### **Teacher Responsibilities**

- Incorporation of relevant industrial sections of Guide: face-to-face teaching, other professional responsibilities, maximum face-to-face hours, NCT, voluntary/discretionary effort, student supervision – span of hours, breaks, meetings.

### **Union rights**

- Guaranteed union representation on all selection panels for school-based appointments including EPL and ECPL principal positions.
- Improved access to union training for workplace representatives.
- Release for Executive members to attend to duties.
- Guarantee of access to payroll deduction for collection of union fees.

### **Probation/Early career teachers**

- Introduction of a new clause on supporting early career teachers (ECTs). ECTs to be granted an additional one hour of release time in their first year of employment to work with a designated mentor.
- Examine probation processes to ensure better alignment between PSEMA requirements and teacher registration requirements. Consideration of status of fixed-term employees and need for access to additional mentoring and support.

### **Fixed-period teachers**

- Amend Clause 28.4 to ensure contract teachers are paid for stand down period immediately following end of their contract even if contract of employment not extended beyond stand down period.
- Agency to meet full cost of relocation and return to point of origin within Australia including partner, dependents and freight for contract teachers.

### **Assistant teachers**

- Insert new clause detailing roles and responsibilities of ATs; including entitlement to NCT for planning and student assessment purposes.
- Clarification of entitlement of ATs to undertake study through BIITE (condition of employment) during paid work time.

- Cessation of employment of ATs employed for 25 hours a week or more through School Councils; all ATs engaged in 25 hours or more a week to be converted to NTG employees.

#### **Remote localities**

- Insert sub-clause dealing specifically with Special Remote Study Leave as a guaranteed entitlement for remote employees meeting criteria; policy not to be altered without agreement of the Union.
- Insert sub-clause detailing entitlements and provisions relating to FOILs.

#### **Special Leave Without Pay**

- Insert clause detailing rights; currently entirely discretionary, no right to cut short period of leave.

#### **Domestic Violence Leave**

- Introduction of specific clause and entitlement.

#### **Stand down arrangements**

- Introduction of a new clause defining stand down and specifying arrangements in relation to unpaid leave taken adjacent to stand down period.

#### **Induction**

- Replace current Surviving and Thriving workshops clause with new clause on Induction in January and July.

#### **Principals**

- Phasing out of executive contracts for principals and a return to ongoing employment.

#### **Flexible school year**

- Review of arrangements particularly in relation to employees' ability to overturn arrangements.

#### **Independent Public Schools**

- No extension of IPS; clarity that existing IPS schools operate under same rules as non-IPS.

#### **Performance development**

- Development of clause on performance development framework and inability procedures (MUPS).

#### **Definition of family**

- Broaden definition of family to include kinship relations.

*We reserve the right to make additional claims and counter-claims throughout the negotiation process.*