

DEPARTMENT OF EDUCATION

TEACHER AIDES

**INDUSTRIAL
AGREEMENT
2008**



1. TITLE

This Agreement shall be referred to as the Department of Education Teacher Aides Industrial Agreement 2008.

2. ARRANGEMENT

Clause	Clause No.	Page No.
Title	1	2
Arrangement	2	2
Application	3	2
Parties Bound	4	2
Date and Period of Operation	5	3
Relationship to the Award	6	3
Relationship to PSUWA	7	3
Purpose of the Agreement	8	3
Avoidance of Industrial Disputes	9	3
Classification Structure	10	3
Method of Employment	11	4
Transfer, Redeployment and Placement Policy	12	5
Toileting Allowance	13	5
Communicable Diseases Leave	14	5
No Precedent	15	5
No Extra Claims	16	5
Signatures	17	6

3. APPLICATION

This agreement shall apply in respect of the employment by the employer of Teacher Aides as defined in Clause 10.

4. PARTIES BOUND

This agreement shall be binding upon:

- i. The Minister administering the State Service Act 2000, hereinafter called "The Employer";
- ii. The Community and Public Sector Union (State Public Services Federation Tasmania) Inc.;
- iii. The Australian Education Union, Tasmanian Branch;



5. DATE AND PERIOD OF OPERATION

This agreement shall operate from the beginning of the first full pay period on or after date of approval and shall operate for a period of three years.

6. RELATIONSHIP TO THE AWARD

Employees covered by this Agreement are, except for this Agreement, subject to the General Conditions of Employment Award. Where any inconsistency occurs between this Agreement and the award, this Agreement shall prevail to the extent of the inconsistency.

7. RELATIONSHIP TO PSUWA

- i. This Agreement overrides and supersedes all provisions of the Public Sector Unions Wages Agreement (PSUWA) 2007 in relation to review of classifications.
- ii. This Agreement will also override and supersede any provisions of any future industrial agreement relating to classification review that may apply to the Tasmanian State Service generally.

8. PURPOSE OF THE AGREEMENT

The purpose of the Agreement is to:-

- i. Provide for clarity of employment arrangements for Teacher Aides.
- ii. Provide for a revised classification structure for Teacher Aides.
- iii. Provide for conditions of employment for Teacher Aides.

9. AVOIDANCE OF INDUSTRIAL DISPUTES

In circumstances where discussions and negotiations between the parties fail to resolve differences regarding the application of this agreement, a party may refer the matter to the Tasmanian Industrial Commission.

Where a dispute is being dealt with under this process, normal work shall continue.

10. CLASSIFICATION STRUCTURE

The following classification structure shall be applicable to all Teacher Aide employees:

Classification	Salaries		Hourly Rates	
	FFPP 1/12/07 (4.5%)	FFPP 1/7/08 (5.5%)	FFPP 1/12/07 (4.5%)	FFPP 1/7/08 (5.5%)
Teacher Aide				
Year 1	\$34,648	\$36,554	\$18.06	\$19.05
Year 2	\$35,933	\$37,909	\$18.73	\$19.76
Year 3	\$37,378	\$39,434	\$19.48	\$20.55



Provided that the above rates of pay will increase by any amount determined by an industrial agreement that may be applicable to the Tasmanian State Service generally.

Provided further that the above salary rates as at FFPP 1/7/08 deal with and settle any and all work value claims up to and including that date.

Advancement to each year will be by annualised incremental progression under the provisions of Administrative and Clerical Employees Award.

“Teacher Aide” shall mean employees performing the following duties and functions:

- Assist teachers both inside and outside the classroom.
- Assist with the supervision of small groups or individual students on activities.
- Participate and assist in whole of school activities.
- Assist on school camps and excursions.
- Maintain stores and equipment.
- Prepare teaching aids and other material to support teaching and learning programs.
- Publish and display students work, cover books, laminate, bind and photocopy.
- Undertake clerical duties associated with the above functions.
- Assist with implementing teacher designed learning programs.
- Provide feedback to the teacher on learning outcomes.
- Assist with supporting positive behaviour.
- Support learning programs in ICT, literacy and numeracy.
- Undertake specific therapy tasks with specific students under a teacher or nominated professional's supervision.
- Toilet, wash and feed nominated students and care for their physical wellbeing.
- Liaise with parents, carers and other professionals as required.

II. METHOD OF EMPLOYMENT

- i. All Teacher Aide employees are employed for the duration of school terms only. In addition to school terms, employees have the annual option of working an additional 2 weeks per year. The specific details of employment are detailed in each individual employee's contract of employment. Employment is for a maximum of 42 weeks per year.
- ii. The Principal will be responsible for assigning duties to be undertaken during the additional 2 weeks of employment as per the employee Statement of Duties.
- iii. Methods of employment include permanent full time or part time employment for a maximum of 42 weeks per year and fixed-term appointments either full time or part time for a school term or terms for a maximum of 42 weeks per year.
- iv. Permanent employment shall be the predominant method of employment. Fixed term employment may occur in accordance with State Service Act provisions.



- v. By agreement, in writing, between the employer and employee, employees may "bank" extra hours required by the school and worked in excess of scheduled hours, or other hours as agreed, and take payment for these hours at the ordinary time equivalent during the Christmas holiday period between school years.
- vi. By agreement, in writing, between the employer and employee, employees may have their pay annualised over a 52 week period.
- vii. All Teacher Aide employees may be assigned duties at different schools in accordance with the provisions of the State Service Act 2000. Any assignment of duties must consider all relevant circumstances and be aligned to the transfer, redeployment and placement policy described at Clause 12 once such policy is established and implemented.

12. TRANSFER, REDEPLOYMENT AND PLACEMENT POLICY

The parties will negotiate a transfer, redeployment and placement policy specifically for employees covered by this agreement by the end of Term 1 2008.

Such negotiations will commence as soon as possible with the agreed policy to be implemented from the commencement of the 2009 school year.

13. TOILETING ALLOWANCE

All employees who are required to regularly undertake toileting and/or showering duties with high needs students, including changing of nappies and cleaning up of vomit will be paid an allowance of \$11.50 per week.

Provided that this allowance will be paid to eligible employees from the beginning of Term 2 2007.

14. COMMUNICABLE DISEASES LEAVE

All employees shall be eligible for communicable diseases leave as per Ministerial Direction No. 3.

15. NO PRECEDENT

The provisions of this agreement shall not be used in any way as a precedent.

16. NO EXTRA CLAIMS

The parties to this agreement undertake that for the life of this agreement they will not initiate additional claims regarding any matter, including classification standards and structure, conditions of employment, allowances and related issues which are the subject matter of this agreement.



17. SIGNATURES

Signed for and on behalf of the Minister administering the State Service Act 2000.



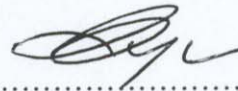
Signature

Manage. - Industrial Relations.
Position

~~James~~ - Sharyn Hoas
Witness

6/3/08
Date

Signed for and on behalf of the Community and Public Sector Union (State Public Services Federation Tasmania) Inc.



Signature

General Secretary
Position

Kayla
Witness

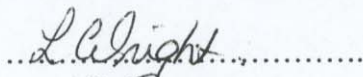
6/3/08
Date

Tom Lynch

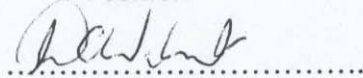
Kim Toia



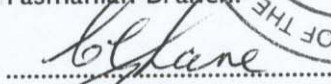
Signed for and on behalf of the Australian Education Union, Tasmanian Branch:


Signature

President
Position


Witness

3-3-2008
Date


Signature

State Manager
Position


Witness

3-3-2008
Date