

T13333 of 2008

23 DEC 2008



**PY10 Teacher Aides, Participation
Assistants and VET Student
Assistants Agreement 2009**



1. TITLE

This Agreement shall be referred to as the Post Year 10 Teacher Aides, Participation Assistants and VET Student Assistants Agreement 2009.

2. ARRANGEMENT

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3. APPLICATION

This agreement shall apply in respect of the employment by the employer of Teacher Aides, Participation Assistants and VET Student Assistants 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 take effect from 1 January 2009 and will remain in force until 19 March 2011.



6. RELATIONSHIP TO THE AWARD

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

7. RELATIONSHIP TO THE TASMANIAN STATE SERVICE AWARD

- i. This Agreement overrides and supersedes all provisions of the Tasmanian State Service Award in relation to review of classifications except for those engaged as Participation Assistants or VET Student Assistants.
- ii. This Agreement will also override and supersede any provisions of any future industrial agreement or award relating to classification review that may apply to the Tasmanian State Service generally except for those engaged as Participation Assistants or VET Student Assistants.

8. PURPOSE OF THE AGREEMENT

The purpose of the Agreement is to:-

- i. Provide for clarity of employment arrangements for Teacher Aides, Participation Assistants and VET Student Assistants.
- ii. Provide for a revised classification structure for Teacher Aides.
- iii. Provide for conditions of employment for Teacher Aides, Participation Assistants and VET Student Assistants.

9. AVOIDANCE OF INDUSTRIAL DISPUTES

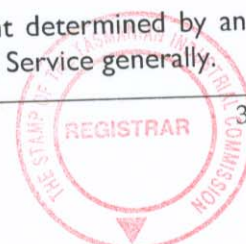
The Grievance and Dispute Settling Procedure from the Tasmanian State Service Award 2008 shall apply.

10. CLASSIFICATION STRUCTURE

The following classification structure shall be applicable, at the time of registration of this agreement, to all Teacher Aide employees except those classified as Participation Assistant and VET Student Assistant:

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.



Advancement to each year will be by annualised incremental progression under the provisions of Tasmanian State Service Award.

Those employees engaged as Participation Assistants and VET Student Assistants shall be classified as Band 2-R1-A to Band 2-R1-5 as for provided in the Tasmanian State Services Award. This classification is a direct point to point translation under the award, based on the employee's classification immediately prior to this agreement.

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

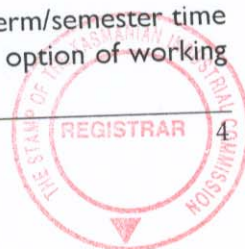
- Assist teachers both inside and outside the classroom.
- Assist with the supervision of small groups or individual students on activities.
- Participate and assist in whole of school activities.
- Assist on school camps and excursions.
- Maintain stores and equipment.
- Prepare teaching aids and other 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.

"Participation Assistant and VET Student Assistant shall mean employees performing the following duties and functions

- Prepare teaching aids and other material to support teaching and learning programs.
- Undertake clerical duties associated with the above functions.
- To assist students by providing support.
- To assist students develop effective working practices, provide library support and physical support as required by the students.
- To take and provide factual notes in a format that meets the student's needs.
- To support students in the learning of literacy and numeracy.
- Provide personal care and support to students and care for their physical wellbeing.

II. METHOD OF EMPLOYMENT

- I. All Teacher Aide employees are employed for the duration of term/semester time only. In addition to terms/semester, 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. Engagement of permanent teacher aides is for a minimum of 40 weeks and a maximum of 42 weeks per year.

The Principal/Manager will be responsible for assigning duties to be undertaken during the additional 2 weeks of employment as per the employee Statement of Duties.

- II. For those employed as a Participation Assistant or VET Student Assistant engagement shall be for a period of up to 42 weeks per year.
- III. Methods of employment include permanent or fixed term full time or part time employment for a maximum of 42 weeks per year. Permanent employment shall be the predominant method of employment. Fixed term employment may occur in accordance with State Service Act provisions.
- IV. By agreement, in writing, between the employer and employee, employees may "bank" extra hours required by the employer 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, or at a time mutually agreed upon by both parties.
- V. By agreement, in writing, between the employer and employee, employees may have their pay annualised over a 52 week period.
- VI. All employees may be assigned duties at different locations 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 May 2009.

Such negotiations will commence as soon as possible with the agreed policy to be implemented for commencement in September 2009.

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.

This allowance is not payable to those engaged as a Participation Assistant or VET Student Assistant).



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]
.....
Signature
Signed for and on behalf of State Service Act 2000.
.....
Position
[Signature]
.....
Witness
23.12.08.
.....
Date

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

[Signature]
.....
Signature
Assistant Secretary
.....
Position
[Signature]
.....
Witness
22/12/08
.....
Date

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



[Signature]
.....
Signature
State Manager
.....
Position
[Signature]
.....
Witness
23.12.08
.....
Date

This Agreement is registered pursuant to Section 56(1) of the Industrial Relations Act 1984