

Industrial Relations Act 1984
s55 Industrial Agreement

TASTAFE TEACHING STAFF INDUSTRIAL AGREEMENT 2021

Between the

Minister administering the *State Service Act 2000*

and the

Australian Education Union, Tasmanian Branch



1 TITLE

This Agreement shall be known as the TasTAFE Teaching Staff Industrial Agreement 2021.

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3 APPLICATION

This Agreement is made in respect of employees covered by the TasTAFE Teaching Staff Award (the Award).

4 DATE AND PERIOD OF OPERATION

- 4.1 This Agreement cancels and replaces the TasTAFE Teaching Staff Industrial Agreement 2019.
- 4.2 This Agreement applies with effect from 1 July 2021 and will remain in force until 30 June 2023.
- 4.3 The parties agree to commence negotiations for a replacement agreement no later than six months prior to the expiry of this agreement.

5 PARTIES BOUND

This Agreement is between the Minister administering the *State Service Act 2000* and Australian Education Union, Tasmanian Branch.

6 RELATIONSHIP TO AWARDS AND AGREEMENTS

This Agreement prevails to the extent of any inconsistency that occurs between this Agreement and the TasTAFE Teaching Staff Award, or any registered Agreement with the Minister administering the *State Service Act 2000*.

7 DEFINITIONS

'Advanced Skills Teacher I (ASTI)' means an employee appointed at the classification of Band 1, Level 9, as contained in the TasTAFE Teaching Staff Award, who has advanced teaching skills and who provides educational leadership, guidance and mentoring to other employees in respect to preparation, delivery and assessment, evaluation and other techniques related to teaching duties.

'Associated Duties' – means preparation and, where appropriate assessment and associated activities required in undertaking sessional teaching.

'Award' – means the TasTAFE Teaching Staff Award.

'Casual Employee' - means an employee who is engaged to work for a period not exceeding five consecutive days, or on an irregular basis, as and when required by the employer.

'Development Activities' – means those tasks that assist employees to perform their duties efficiently and effectively and includes professional development (such as Certificate IV in Training & Assessment, other than an employee in his/her first or second year of



employment), team development (team/staff meetings), involvement on committees, working groups or projects, work health and safety participation, assessment validation activities.

'Direct Learning' – means face-to-face delivery, synchronous on-line teaching, assessment activities and recognition functions.

'Distance/Flexible Learning' – means off campus, internet, multimedia, on-line and related learning modes; and in support of these modes:

- (a) assessment activities;
- (b) recognition functions;
- (c) delivery activities excluding synchronous online teaching provided that any delivery activities are in the context of supporting Distance Learning and have provision for preparation activities;
- (d) development and maintenance of learning and assessment resources, enrolments and course advice.

'Duties Related To Teaching (DRTT)' – include but are not limited to; preparation and record keeping associated with delivery and assessment, support and advice to clients, classroom enrolment of students, course curriculum and program development and review, industry and community liaison and promotion, training and professional development, development of learning materials – including validation, research, attendance at staff meetings, workplace consultancy and advisory services, skills analysis and audit, work placement coordination and supervision, leading approved staff development activities, student selection, course coordination as specified in curriculum documents.

'Employee(s)' - means a person employed in TasTAFE and Trade Training Centres and appointed under the provisions of the *State Service Act 2000* to a classification contained in this Agreement.

'Employer' means the Minister administering the *State Service Act 2000*.

'Head of Agency' – means the Chief Executive Officer of TasTAFE.

'Mixed Mode' – means when an employee works in more than one delivery mode whereby the hours are allocated on a pro-rata basis.

'Professional Development' – means approved activities which provide employees with skills and knowledge which will enable them to better undertake their duties, improve their



learning, or enhance their career prospects, e.g. award bearing courses, seminars, conferences related to training packages or teaching pedagogy.

'Session' - means a period of time on any one occasion during which direct learning or associated duties occurs.

'Sessional Employee' - means a person appointed as a sessional employee under the *State Service Act 2000* to deliver a single session or multiple sessions, and for whom hourly rates of pay and conditions of employment are prescribed in this Agreement.

'Synchronous online teaching' - Synchronous online teaching is where the teacher is present at the same time as the learner. This can take place via online learning, using video conferencing and live chat or instant messaging or other. As with the face-to-face environment learners can in synchronous online teaching engage and ask questions in real time.

'Teacher' – means an employee appointed as such to undertake teaching duties.

'Union'– means the Australian Education Union, Tasmanian Branch.

'Workplace Learning' – means on-the-job assessment and related activities including:

- (a) signups;
- (b) monitoring;
- (c) travel;
- (d) marking and record keeping;
- (e) recognition functions;
- (f) delivery activities provided that any face-to-face delivery activities are in the context of supporting Workplace Assessment and have provision for preparation activities; and
- (g) development and maintenance of learning and assessment resources.

8 SALARY INCREASES

8.1 Salaries will increase as follows

- i. 2.35% per annum with effect from the first full pay period commencing on or after (ffppcooa) 1 March 2022.



- ii. 2.5% per annum with effect from the ffpccoaa 1 March 2023.
- 8.2 Schedule 1 of this Agreement sets out the annual rates of pay effective ffpccoaa 1 March 2022 and ffpccoaa 1 March 2023 for employees covered by the Award.

9 SESSIONAL TEACHER SALARIES

- 9.1 Actual Sessional Teacher hourly rates of pay are listed in Schedule 1 of this Agreement.
- 9.2 The loaded hourly rate paid to a sessional employee for undertaking delivery includes a loading of 30% which is in lieu of all leave (other than long service leave and leave outlined under Part VI – Clause 1 and Clause 4 of the Award), public holidays and overtime/penalty payments and the hourly rate of pay shall remain constant regardless of the time or day on which the sessional employee is engaged.
- 9.3 The loaded hourly rate for sessional employees also incorporates a loading of 37.5% for associated duties.
- 9.4 PROVIDED that a sessional employee who is required to deliver sessions both during ordinary hours and before 7:00 am or after 7:00 pm Monday to Friday shall receive a 10% loading in addition to the hourly rate specified in Schedule 1 for all delivery undertaken before 7:00 am or after 7:00 pm.
- 9.5 The commencing loaded hourly rate of a sessional employee on appointment shall be the minimum rate (Sessional Employee 1), except where at the discretion of the employer a higher rate is applicable.
- 9.6 A sessional employee is entitled to progress to the next loaded hourly rate at the completion of each 760 hours service, subject to the employer being satisfied that the employee's overall performance has been satisfactory.
- 9.7 The loaded hourly rate outlined herein shall be adjusted in accordance with movements in wage rate as prescribed by Clause 8.1 of this Agreement.

10 SALARY SACRIFICE

- 10.1 An employee covered by this Agreement may elect to sacrifice a proportion of their salary to a complying superannuation scheme of their choice, as defined in the Public Sector Superannuation Reform Act 2016, subject to compliance with any Tasmanian or Commonwealth Government directive and legislation.
- 10.2 In addition to the right to salary sacrifice voluntary payments to a superannuation fund, employees will be able to salary sacrifice the compulsory contribution for employees covered by the RBF defined benefits superannuation scheme. This will mean that the rate of employee contribution will be adjusted to reflect differing tax arrangements.
- 10.3 Employees may also sacrifice a proportion of salary in respect of some fringe benefits. Examples include:
 - i. superannuation,



- ii. work-related computer software.
- 10.4 Administrative costs incurred as a result of an employee entering into or amending a salary sacrifice agreement will be met by the employee.
- 10.5 Salary for all purposes, including superannuation for employees entering into a salary sacrifice agreement, will be determined as if a salary sacrifice agreement did not exist.
- 10.6 An employee may amend or withdraw a salary sacrifice arrangement at any time.
- 10.7 Teachers may elect to salary sacrifice for novated lease of a motor vehicle.

11 CORRECTIONAL FACILITIES ALLOWANCE

- 11.1 An employee of TasTAFE engaged to deliver programs at the Risdon Prison Complex, Ron Barwick Medium Security Prison, Mary Hutchinson Prison and associated administrative and training buildings, or Remand Centres is to receive a Corrections Allowance of 7.5% of their salary subject to having:
 - i. Regular contact with and who is required to supervise inmates; and
 - ii. Is responsible for the safety, containment and security of assigned inmates.

12 HOURS OF WORK

- 12.1 The ordinary hours of work for a full-time employee shall be 35 per week, excluding time allocated for meal breaks. A part-time employee's ordinary hours of work shall be for a lesser number of weekly hours than is applicable to an equivalent full-time employee.
PROVIDED that where an employee works greater than 35 hours in any week, including work undertaken on a Saturday and a Sunday, any additional hours shall be deemed to be ordinary hours, unless the additional hours have been worked at the direction of or authorised by the employer whereby overtime provisions apply in accordance with Clause 13.
- 12.2 An employee shall not be required to work more than 8 hours per day.
PROVIDED that where there is agreement between the employer and the employee an employee may work either a greater or lesser number of hours than 8 per day as part of a particular roster or work cycle up to a maximum of 35 hours per week.

PROVIDED FURTHER that in direct learning employees shall be in attendance at least fifteen minutes prior to the commencement of any teaching.



12.3 The span of hours during which ordinary hours may be worked shall be 7:00 a.m. to 7:00 p.m. Monday to Friday inclusive.

PROVIDED that where the 35 hour week includes time-tabled evening classes the first 2 hours worked after 7:00 p.m. in any week Monday to Friday shall be deemed to be ordinary hours.

12.4 An employee shall not be required to work for more than five hours without a break for a meal which shall be unpaid and extend for a period of not less than 30 minutes and not more than 60 minutes.

13 OVERTIME AND PENALTY PAYMENTS (EXCLUDING CASUAL, RELIEF AND SESSIONAL EMPLOYEES)

13.1 Overtime consists of additional hours that have been worked at the direction of the employer and no overtime shall be undertaken unless express prior approval has been obtained.

13.2 Subject to Clause 12, overtime shall apply to work undertaken in the relevant delivery mode as follows.

i. Direct learning

For employees working exclusively in this mode on a campus Tasmania work site:

- a) before 7:00 a.m. or after 7:00 p.m. Monday to Friday inclusive; or
- b) on a Saturday, Sunday or public holiday.

PROVIDED that where an employee undertakes teaching in excess of the annual teaching load of 760 hours, payment shall occur in accordance with the Excess Hours Clause, Part V, Clause 1 (d) of the Award.

ii. Workplace learning and Distance learning

For employees working exclusively in this mode:

- a) before 7:00 a.m. or after 7:00 p.m. Monday to Friday inclusive; or
- b) on a Saturday, Sunday or public holiday; or
- c) in excess of 35 hours per week.

PROVIDED that there is no entitlement to excess hours and the provisions of the Excess Hours Clause of the Award do not have application.



iii. Mixed Mode

For employees working in a mixed mode:

- a) before 7:00 a.m. or after 7:00 p.m. Monday to Friday inclusive; or
- b) on a Saturday, Sunday or public holiday; or
- c) in excess of 35 hours per week.

PROVIDED that where an employee undertakes delivery in excess of the revised annual teaching load (as calculated in accordance with Clause 22 of this Agreement), payment shall occur as prescribed under the Excess Hours Clause of the Award.

PROVIDED FURTHER that an employee who receives weekly overtime penalties cannot receive any payment for excess hours, as prescribed in the Award, for those hours already claimed.

13.3 All overtime that has been completed in accordance with sub-clauses 13.1 and 13.2 of this clause shall be paid at the ordinary rate as follows:

- i. Monday to Friday: first 3 hours time and one half, double time thereafter;
- ii. Saturday and Sunday: double time;
- iii. Public Holiday: double time and one half.

PROVIDED that where there is agreement between an employee and the employer the employee may take time off in lieu (TOIL) instead of payment for overtime worked on a time for time basis (i.e. one hour for each hour worked).

PROVIDED FURTHER that TOIL is to be taken within a period of 4 weeks from the date on which it is accrued otherwise the overtime that has previously been worked is to be paid in accordance with this sub-clause.

13.4 The employer shall not be required to make a payment in respect of any TOIL not taken as at the time an employee's employment is terminated either by the employee or the employer.

13.5 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- i. any risk to employee health and safety;
- ii. the employee's personal circumstances including any family responsibilities;



- iii. the needs of the workplace or enterprise;
- iv. the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- v. any other relevant matter.

14 FAMILY FRIENDLY AND FLEXIBLE WORKPLACE ARRANGEMENTS

- 14.1 Flexible working arrangements assist employees to balance work and family commitments. The adoption or extension of family-friendly arrangements may require innovation in respect of supervision, scheduling of meetings, training opportunities, hours of work, and how, where and when work is performed.
- 14.2 Without limiting the kind of arrangements that may be suitable in any individual instance, family-friendly arrangements could include non-standard and variable starting and/or finishing times, part-time work, and job sharing.
- 14.3 In considering an employee's request for flexible work arrangements, the employer will take into account the employee's family and other, relevant, commitments.
- 14.4 Such requests will also have to be considered in light of the operational needs of the employer but will not be unreasonably refused. Employees will be given the reasons if requests for flexible working arrangements are not approved.
- 14.5 During the life of this agreement a working party consisting of representatives from TasTAFE and the Union will be established to review and consider family friendly and flexible work arrangements within the workplace.

15 REIMBURSEMENT OF CHILD CARE COSTS

Where employees are directed to work outside their normal hours, or work patterns, and as a result incur additional commercial child care costs, such costs will be reimbursed by the employer.

16 LACTATION BREAKS/FACILITIES

In order that employees can better combine the demands of work and parental responsibilities, an employee is to have reasonable time and access to suitable facilities in the workplace for the purpose of expressing milk, breastfeeding, or any other activity necessary for breastfeeding and expressing in the workplace.



17 ABILITY TO VARY LOAD

- 17.1 Where an employee, in accordance with the Parental Leave Test Case decision, seeks to vary their workload that person can nominate the length of time they wish the variation to continue up to a maximum period of 5 years, before reverting to her/his previous load.
- 17.2 An employee who seeks to vary their workload will place that request in writing and give it to their supervisor.
- 17.3 The variation of load, if agreed to, must be confirmed in writing and:
- i. Outline the variation;
 - ii. Clearly state the period of time; and
 - iii. Be signed by the employee and a representative of the employer.
- 17.4 Unless the employee seeks to vary that arrangement in writing, and provides 12 weeks' notice, the employee will be offered reversion to the previous employment level at the time nominated.

18 EQUITABLE ACCESS TO PROFESSIONAL DEVELOPMENT

18.1 Professional Development

- i. In addition to the provisions contained in the Award, the following provisions shall apply.
- ii. There will be 70 hours per annum pro rata allocated to teacher professional development or return to industry and 30 hours per annum pro rata for organisational training. If the organisation does not utilise the full 30 hours, the balance can be applied to teacher professional development or return to industry.
- iii. A full-time employee in his/her first or second year of employment and who is undertaking a course of training approved by the employer or required by the Teachers' Registration Board can utilise up to 120 hours of direct learning in a calendar year for the purpose of completing the course without having to 'make-up' such time. This can include workshops, classes or other activities. These hours may be utilised to accommodate a block release such as for a workshop. For the purpose of this provision, a course of training that would be approved is the Certificate IV in Training & Assessment, the Diploma of Vocational Education and Training and/or the Bachelor of Adult and Applied Learning. Further, any compulsory additional competencies required by ASQA, will be undertaken during paid work time and be part of the 100 hours professional development activities.



- iv. For practicum purposes, those teachers undertaking the Bachelor of Adult and Applied Learning and/or Bachelor of Education Applied Learning or equivalent will be able to access part of the 100 hours set aside for development activities.

18.2 Professional Development and Return to Industry

- i. A minimum of 10 days professional development and/or release to industry is to be undertaken each year by teachers. Part time teachers will be allocated PD days on a pro rata basis.
- ii. Professional development activities will be negotiated as part of the teacher's development plan and will prioritise activities which maintain, develop and extend teachers' vocational competency and currency of skills and knowledge relevant to:
 - a) vocational training, learning and assessment;
 - b) current industry skills, including the skills required by training packages/accredited courses and as identified by TasTAFE through industry engagement; and
 - c) the industry area where training is being delivered and assessed.

19 PERSONAL LEAVE

- 19.1 Leave of absence for personal leave shall only be approved for periods of three days or longer, if the application for leave is accompanied by a statutory declaration or certificate from a registered health practitioner which certifies that the leave was necessary.
- 19.2 If an employee has had at least five days absence due to personal leave, in any one leave year, without a certificate from a registered health practitioner, all subsequent applications for personal leave within that leave year, must be accompanied by such a certificate or a statutory declaration.

PROVIDED that further to sub-clause 19.1 and 19.2 the employer does have the right to require an employee to provide a certificate from a registered health practitioner for such absences described in sub-clauses 19.1 and 19.2. Such a requirement must be relayed to the employee in writing and state the reasons for the requirement.

20 BEREAVEMENT LEAVE (SESSIONAL EMPLOYEES)

A sessional employee is entitled to bereavement leave with pay, pro-rata in proportion to sessions worked.



21 NON-ATTENDANCE TIME

Entitlements

- 21.1 Non-attendance time established in this Agreement is in substitution for and replaces flexible leave provided for by Clause 8 of Part VI Leave and Holidays with Pay of the TasTAFE Teaching Staff Award.
- 21.2 A teacher is entitled to a maximum of 7 weeks (35 days) non-attendance time for each completed year of service.
- 21.3 Non-attendance time entitlement is calculated in accordance with the following formula:
$$\frac{\text{number of weeks worked} \times 7}{41} \text{ less leave taken}$$
- 21.4 For the avoidance of doubt under the Award and Agreement combined the maximum recreation leave entitlement is 11 weeks (55 days) service comprised of 4 weeks (20 days) of compulsory leave and 7 weeks (35 days) of non-attendance time for each for each completed year of service.
- 21.5 Non-attendance time means those periods of time where teachers are not required to be in attendance at a campus or their usual delivery location or required to undertake any tasks associated with their assigned duties excluding situations described in 21.7 (i) and (ii), unless agreement is obtained from the teacher to work in scheduled non-attendance time in accordance with subclause 21.8 of this clause.
- 21.6 Non-attendance time which is not used during the calendar year does not accrue from year to year.
- 21.7 Non-attendance time can be taken at any time during the year in a manner as agreed between the employer and the teacher, subject to operational and business requirements of a particular team and providing that:
- Assessment and resulting has been completed for the current study period; and
 - Preparation for teaching is complete and the teacher is ready to commence assigned teaching load in the following study period.
- 21.8 Non-attendance time may, following mutual agreement between the employer and the employee, be reduced to meet the needs of the employer. Where the employer requests that a teacher agrees to work during non-attendance time, 28 days' notice or a greater period of notice if practicable will be given to the teacher, by the employer and prior to the commencement of non-attendance time.
- 21.9 A teacher who agrees to work during scheduled non-attendance time in accordance with subclause 21.8 will be compensated for each day of non-attendance time foregone at a rate that is calculated on their annual salary per day, exclusive of all allowances and excluding payment for excess teaching hours, in addition to normal salary.



- 21.10 For the avoidance of doubt, a teacher who agrees to work during scheduled non-attendance time under subclause 21.8 will receive a maximum of double time under subclause 21.9 for the period.
- 21.11 Where required to complete an increased annual teaching load as a result of working during non-attendance time, there will be no entitlement to excess hours as outlined under Part V, Clause 1(d) of the TasTAFE Teaching Staff Award unless the increased annual teaching load, as a result of working during scheduled non-attendance time, is exceeded.
- 21.12 An agreement to work during scheduled non-attendance time under subclause 21.8 should be in writing, and include details of the additional hours to be worked and salary that will be received.
- 21.13 An employee may rescind an agreement to work during non-attendance time under subclause 21.8 by notifying the employer in writing, not less than 14 days before scheduled teaching activity of their intention to do so.
- 21.14 Any agreement to work during scheduled non-attendance time under subclause 21.8 is to be entered into on an annual basis.

Injury or illness during non-attendance time

- 21.15 Where an employee is injured or becomes ill while absent on non-attendance time for a period of three (3) or more consecutive days the employer may, on receipt of a written application, credit the employee with a period of non-attendance time which is equal to the number of working days during which the employee was injured or ill if:
- A. the employee has sufficient sick leave credits to enable the number of working days during which the employee was injured or ill to be deducted; and
 - B. a medical certificate from a registered health practitioner is provided relating to that illness or injury.

For the purpose of this subclause, registered health practitioner is as provided under the Tasmanian State Service Award.

PROVIDED that the re-crediting of non-attendance time will not automatically entitle an employee to carry forward any unused non-attendance time to the next leave year.



Payment of Non-attendance time on Termination

- 21.16 Where the employment of an employee is terminated by resignation, retirement, dismissal, death or otherwise, and the employee's period of employment at the time of separation exceeds 20 consecutive working days, there shall be paid to the employee an allowance in lieu for pro-rata non-attendance time, calculated in accordance with the formula outlined in subclause 21.3 above.
- 21.17 Any pro-rata non-attendance time payment may be reduced by one week (5 days) should an employee fail to provide the required notice in Part II, Clause 5 of the TasTAFE Teachers Award, in writing, of that employee's intention to resign.

22 EDUCATIONAL TEAM LEADERS

Overview

- 22.1 The Educational Team Leader role provides a career path for teachers to move into management roles.

Translation

- 22.2 Educational Team Leaders engaged under the TasTAFE Teaching Staff Award prior to the registration of this Agreement will remain employed through their alternate employment arrangement until the nominated expiration date of the alternative arrangement.

Classification

- 22.3 Employees appointed or promoted to the classification of Educational Team Leader will be entitled to the salary prescribed by this Agreement for the classification of Educational Team Leaders, in Schedule I.

Duties of an Educational Team Leader

- 22.4 The Educational Team Leader role provides local management for a delivery team.
- 22.5 The Educational Team Leader is responsible for leading and managing a local teaching team and the associated administrative duties.
- 22.6 Educational Team Leaders teach and will have the qualifications and skills required by TasTAFE to undertake duties as a teacher.
- 22.7 The Educational Team Leader will perform duties within the scope of duties assigned by TasTAFE to Education Managers.



Reporting

- 22.8 An Educational Team Leader level 1 reports to an Education Manager or equivalent. An Educational Team Leader level 2 reports to a Manager Education and Training or equivalent.
- 22.9 For the sake of clarity, an Educational Team Leader level 1 does not progress to Educational Team Leader level 2 without promotion. Educational Team Leader level 1 and level 2 are distinguished by the reporting line.

Principles for the Assignment of Teaching Duties to an Educational Team Leader

- 22.10 The combined duties of an Educational Team Leader are subject to TasTAFE planning and approval processes:
- i. Teaching duties of an Educational Team Leader will be programmed and incorporated into a delivery timetable;
 - ii. Teaching duties will not be so frequent or onerous as to detract from the Educational Team Leader's management duties;
 - iii. Teaching duties are allocated in accordance with established programming principles;
 - iv. The teaching, leadership, managerial and administrative duties of an Educational Team Leader will be recorded in a manner subject to approval by TasTAFE.
 - v. The duties of an ETL will be subject to regular review.
- 22.11 Teaching duties will be assigned in a manner that gives certainty about nonattendance time which will assist planning. It may be in increments which correspond to whole days or weeks of non-attendance time. For example: $109/760$ (760 direct learning hours) = $5/35$ (7 weeks non-attendance time) rounded to the nearest whole hour and day.



Recreation Leave for Educational Team Leaders

- 22.12 An Educational Team Leader with no teaching duties is entitled to 20 days recreation leave for each twelve-month period of continuous service as an educational team leader cumulative. Which shall include any days, not being holidays on which TasTAFE offices are closed during the period commencing Christmas day and ending the day after New Year's Day.
- 22.13 Part-time educational team leaders are entitled to recreation leave pro rata.

Non-Attendance Time for Educational Team Leaders

- 22.14 An educational team leader with teaching duties, is entitled to an amount of non-attendance time in accordance with Clause 21 of this agreement in proportion to the full-time direct learning hours (760 direct learning hours) worked by the educational team leader calculated in accordance with the formula:

$$\text{Days (rounded to the nearest whole day)} = \frac{\text{Direct learning hours worked} \times 35}{760 \text{ direct learning hours}}$$

23 SESSIONAL EMPLOYEES

- 23.1 The overall proportion of sessional employees shall not exceed a maximum, in any one calendar year of:
- i. fifteen percent (15%) of the total budgeted teaching salary costs, including sessional employment within TasTAFE.
- 23.2 An increase in the proportion of sessional employees shall only occur following consultation with and the agreement of the union.
- 23.3 A session on campus is to extend for a minimum of 3 hours, other than in Foundation teams where the minimum period will be 2 hours and can extend for up to a maximum of 8 hours with an unpaid meal break after a maximum of 5 continuous hours of work.
- 23.4 A sessional employee is to be paid his or her normal hourly rate for attendance on-site on a campus where such attendance is required at the direction of the employer and is for the purposes of participating in activities other than the delivery of a session of teaching.

PROVIDED that a sessional employee will also be entitled to be paid his or her normal loaded hourly rate to attend one hour of approved professional development for each 50 hours of teaching per annum.



- 23.5 A sessional employee may be engaged to undertake up to 2 sessions per day either during or outside of ordinary hours and such sessions may be delivered on a time-tabled basis over a period not exceeding 14 weeks at any one time.
- 23.6 The maximum number of sessions that can be delivered by a sessional employee shall be the number of sessions which equates to 20 hours per week.

PROVIDED that where there is agreement between the employer and the employee additional sessions equating to more than 20 hours per week may occur.

- 23.7 The maximum number of sessions that can be delivered by a sessional employee shall be the number of sessions which equates to 300 hours per calendar year.

PROVIDED that where the total number of sessions is planned or for which a time-table has been established that will exceed 300 hours sessional employment shall not be used.

PROVIDED FURTHER that in the event of circumstances where the number of sessions delivered by a sessional employee is to exceed 300 hours in any calendar year the sessional employee will be offered:

- i. a fixed-term part-time appointment for the remainder of that calendar year; and should the employee not accept the offer
- ii. sessional hours of work for the remainder of that calendar year, subject to on-going availability of those hours.

PROVIDED ALWAYS that the employment of a sessional employee shall not be terminated as at or in the lead-up to the time the maximum number of calendar year hours are reached, subject to the sessional employee's satisfactory performance and the operational requirements of a team or program.

- 23.8 A sessional employee can be engaged to:
- i. provide specific industry expertise or specialisation (i.e. skills, knowledge, competency or industry currency) that is not available from within existing or current staff; and/or
 - ii. meet short term requirements of an industry specific training package, program or course; and/or
 - iii. respond to industry needs or demand including, but not limited to, open tender or commercial business;
 - iv. replace existing or current staff who are absent for a short term; and/or



- v. undertake and deliver teaching sessions whilst long term appointments (i.e. full-time or part-time employment) are sought.

For the purposes of this sub-clause, short term means a maximum of fourteen (14) weeks.

24 TEACHING AND DELIVERY REQUIREMENTS

24.1 Delivery modes

- (a) The delivery modes are:
 - i. direct learning;
 - ii. workplace learning; and
 - iii. distance/flexible learning.

An employee may be required to deliver exclusively in one mode or may deliver in a combination of modes (i.e. mixed mode).

24.2 Hours

- (a) A full-time employee is engaged for a total of 1400 hours per annum, exclusive of recreation leave and public holidays.

For the purposes of this clause this work can be divided into:

- i. Delivery Activities – up to 1300 hours per annum
- ii. Development Activities – nominally 100 hours per annum

24.3 Direct Learning

- (a) A full-time employee working exclusively in the direct learning mode shall do so on the basis of undertaking an annual teaching load of up to 760 hours.

For the purposes of this clause, the teaching load is an average of 19 hours per week.

- (b) The remaining compulsory hours of work shall incorporate duties other than teaching (DRTT).
- (c) An employee can deliver up to 23 hours per week for a period of three consecutive weeks or up to 21 hours per week for a period of seventeen consecutive weeks.



24.4 Workplace Learning

- (a) A full-time employee working exclusively in the workplace learning mode shall do so on the basis of 1300 hours per annum. This incorporates duties other than teaching (DRTT) including preparation, assessment and development activities.

24.5 Distance/Flexible Learning

- (a) All distance/flexible learning activities are undertaken on the same basis as workplace learning.

24.6 Mixed Mode

- (a) A full-time employee working in a combination of Workplace, Distance/flexible and/or Direct learning shall be credited hours towards the direct learning annual teaching load on a pro-rata basis at the rate of 0.5847 hours for each hour worked in Workplace and/or Distance learning.

PROVIDED that the above utilisation of hours is to be reduced on a pro-rata basis where a full-time employee in his/her first or second year of employment is working in a mixed mode.

24.7 Undertaking Assessments for Teacher Under Supervision

- (i) A teacher, other than an advanced skills teacher, holding TAE 40116 or equivalent will be assigned to conduct assessments of students taught by a Teacher Under Supervision.
- (ii) A teacher, other than an advanced skills teacher, undertaking assessments on behalf of a Teacher Under Supervision will be credited hours towards the annual teaching load on a pro-rata basis at the rate of 0.5847 of an hour of teaching load for every hour of assessment. The total hours of assessment will be agreed between the teacher and the Education Manager on a case by case basis.

25 EXCESSIVE WORKLOADS

Workloads and management of workloads is an important issue. In order to identify, minimise and deal with instances of excessive workloads:

- i. The employer will ensure that Education Managers are aware that the tasks allocated to employees must not exceed what can reasonably be performed in the hours for which they are employed.
- ii. The employer will ensure that Education Managers implement procedures to monitor the hours worked of the employees they supervise and where employees regularly work



hours in excess of the hours for which they are employed to perform their jobs, changes (technology, responsibility, extra resources) will be implemented.

- iii. In most circumstances vacancies will be filled within three months. If it appears likely that will not be the case, Managers will consult affected employees, giving the reasons why the vacancy will not be filled and advising how the workloads will be managed.
- iv. In most circumstances temporary vacancies will be filled as they arise. Where a vacancy is not to be filled Education Managers will consult affected employees, giving the reasons why the vacancy will not be filled and advising how the workload will be managed.
- v. The specific allocation or time tabling of workloads in direct learning or workplace learning is to be assigned by the Education Managers in consultation with the employee, and other team members where appropriate. In this regard workloads shall be reasonable in all of the circumstances and in accordance with Clause 12 - Hours of Work.
- vi. An employee who believes that his or her workload may be excessive, can seek a review of such.
- vii. Any request for review is to be made to the employee's Education Managers in the first instance with a view to resolving the matter at the team level.
- viii. Where a grievance is not resolved at the team level the employee may seek to have the matter resolved in accordance with the employer's grievance resolution process.
- ix. Any review of the reasonableness of workloads will be assessed having regard to:
 - a) the requirements of the workplace, team or enterprise client;
 - b) the equitable distribution of duties across all team members;
 - c) the skills, competencies, knowledge and experience of the employee;
 - d) the adequacy of DRTT to enable the required direct learning to be delivered;
 - e) the level of activities required in undertaking workplace learning;
 - f) any risk to employee health and safety; and
 - g) the employee's personal circumstances.
- x. A Workload Scheduling Tool shall be developed and implemented for all teachers.



- xi. Nothing in this clause shall affect the right of the employee to make application for external review.

26 WORKPLACE UNION DELEGATES

Workplace union delegates have formal rights and recognition by the employer:

- i. to be treated fairly and to perform the role as workplace delegates without any discrimination in employment, and to be treated with respect and without victimisation by management representatives;
- ii. for endorsed union delegates to speak on behalf of union members in their workplaces and for issues raised by delegates to be dealt with promptly and appropriately;
- iii. for union workplace forums, such as consultative delegates' and worksite committees and reasonable access to information about the workplace;
- iv. to reasonable paid time:
 - a) to represent the interests of members to the employer and in industrial tribunals;
 - b) to participate in the operation of the union;
 - c) to research and prepare prior to all negotiations with management;
 - d) for an opportunity to explain the benefits of union membership to employees including new employees, upon entering employment;
- v. to call meetings of members to discuss union business;
- vi. to have access to facilities, including:
 - a) where practicable, access to a private room to meet with individual members and perform union business.
 - b) reasonable access to telephone, facsimile, post, photocopying, internet and e-mail facilities to undertake work as a delegate and consulting with workplace colleagues and the union.
 - c) to place union information on an appropriate notice board in a prominent location in the workplace.



- d) to access information relevant to the workplace and/or workplace issues, including appropriate awards, agreements, statements of duty, and departmental and governmental policies, and where available, staffing structures.
- vii. Workplace delegates are to have:
 - a) An entitlement to five days paid training leave in any one calendar year to attend union-endorsed union courses and conferences.
 - b) Recognition that country delegates may require time in addition to (i) above for travel.
 - c) Recognition that skills acquired by a delegate undertaking that role are integral to assessments for performance management, salary progression and career advancement. Delegates are to notify the employer of the skills acquired and of their importance for performance evaluation and salary progression.
- viii. Workplace delegates' roles may extend beyond the workplace and the delegates are to have access to reasonable time:
 - a) to promote union issues, to participate on committees, and for their development, which includes paid work away from the workplace as negotiated between the union and the employer on a case by case basis.
 - b) for participation in internal union forums and committees (e.g. branch or national conferences) which generally requires members to be elected according to the registered union rules.
 - c) that recognises the challenges in co-ordinating delegates in dispersed or remote workplaces.
 - d) to access leave without pay to work for a union. Any such period of leave granted is to be considered as service for salary progression purposes and does not constitute a break in service for other purposes. Employees are not required to relinquish the duties of their assigned classification level.

27 PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING

- 27.1 Where, on the determination of the Head of Agency an employee's official duties are such as to necessitate the wearing of protective equipment and or clothing, such protective equipment or clothing shall be supplied free of cost to the employee. The parties agree that there will be no changes to the career structure unless both parties agree to any proposed changes.



- 27.2 An employee supplied with protective equipment or clothing on leaving the service of her/his Agency shall, if required to do so by the Head of Agency, return such protective equipment or clothing which is still in use by her/him immediately prior to her/him leaving.

28 WORKPLACE CONSULTATIVE COMMITTEES

- 28.1 During the life of the Agreement, the parties are committed to the establishment of appropriate Workplace Consultative Committees.
- 28.2 The Workplace Consultative Committees are to consist of equal numbers of employer nominated representatives and elected employee representatives.

29 CONSULTATION AND CHANGE

- 29.1 Where the employer is planning the introduction of major changes in work arrangements and practices that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the Union prior to the trialling or implementation of such changes.

Employer's duty to consult

- 29.2 The employer shall consult with the employees affected and the Union and discuss the introduction of the changes referred to above, the effects the changes are likely to have on employees, measures taken to avoid or lessen the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the Union in relation to the changes. These discussions shall commence as early as practicable after the employer believes that change may be necessary.
- 29.3 For the purposes of such discussion, the employer shall provide in writing to the employees concerned and the Union all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees.

30 GRIEVANCES AND DISPUTE SETTLING PROCEDURE

- 30.1 The parties are committed to avoiding industrial disputation about the application of this Agreement.
- 30.2 If a grievance or dispute arise about the application of this Agreement:
- (i) In the first instance, it is to be dealt with at the workplace by appropriate employer and employee representatives;
 - (ii) In circumstances where discussions at that level fail to resolve the grievance or dispute, the issue will be referred to appropriate union and management representatives; and
 - (iii) If still unresolved, the matter will be referred to the Tasmanian Industrial Commission.



- 30.3 Where a grievance or dispute is being dealt with under this process, normal work will continue.
- 30.4 This grievance and dispute procedure does not take away an employee's rights to seek redress of a grievance either under the State Service Act 2000 or the Industrial Relations Act 1984, or any other relevant legislation.

31 NO EXTRA CLAIMS

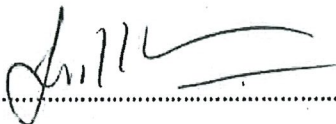
The parties to this Agreement undertake that, for the life of this Agreement, they will not initiate any additional claims regarding salary or conditions of employment.



SIGNATORIES

SIGNED FOR AND ON BEHALF OF

The Minister administering the *State Service Act 2000*

Signed: 

Name: Jane Hanna

Date: 13/05/2022

SIGNED FOR AND ON BEHALF OF

Australian Education Union, Tasmanian Branch

Signed: 

Name: Simon Bailey

Date: 05/05/2022



SIGNED FOR AND ON BEHALF OF

Australian Education Union, Tasmanian Branch

Signed: 

Name: Danion von Samorzewski

Date: 12 MAY 2022



SCHEDULE I
ANNUAL SALARIES

Classification Teacher	Current	2.35% increase from FFPPCO OA 1 March 2022	2.5% increase from FFPPCO OA 1 March 2023
Band 1, Level 2	\$70,151	\$71,800	\$73,595
Band 1, Level 3	\$76,772	\$78,576	\$80,540
Band 1, Level 4	\$80,941	\$82,843	\$84,914
Band 1, Level 5	\$84,890	\$86,885	\$89,057
Band 1, Level 6	\$89,260	\$91,358	\$93,642
Band 1, Level 7	\$93,803	\$96,007	\$98,407
Band 1, Level 8	\$98,156	\$100,463	\$102,975
Band 1, Level 9 (ASTI)	\$101,552	\$103,938	\$106,536
Educational Team Leader 1		\$108,260	\$110,966
Educational Team Leader 2		\$112,582	\$115,397
Band 3, Level 1	\$109,997	\$112,582	\$115,397
Band 3, Level 2	\$117,024	\$119,774	\$122,768
Band 3, Level 3	\$123,108	\$126,001	\$129,151
Band 3, Level 4	\$132,262	\$135,370	\$138,754
Band 3, Level 5	\$140,403	\$143,702	\$147,295



Band 3, Level 6		\$145,547	\$148,967	\$152,691
Band 3, Level 7		\$150,322	\$153,855	\$157,701
Band 3, Level 8		\$156,085	\$159,753	\$163,747

HOURLY RATES FOR SESSIONAL EMPLOYEES

A sessional employee shall be paid the appropriate hourly rate outlined below:

Classification	Salary Scale			
Sessional	Teacher			
Sessional Employee 1	Band I Level 3	\$70.66	\$72.32	\$74.12
Sessional Employee 2	Band I Level 4	\$74.49	\$76.24	\$78.15
Sessional Employee 3	Band I Level 5	\$78.13	\$79.96	\$81.96
Sessional Employee 4	Band I Level 6	\$82.15	\$84.08	\$86.18
Sessional Employee 5	Band I Level 7	\$86.33	\$88.36	\$90.57
Sessional Employee 6	Band I Level 8	\$90.34	\$92.46	\$94.77
Sessional Employee 7	Band I Level 9	\$93.46	\$95.66	\$98.05

The formula for calculation of the above sessional hourly rates is as follows:

Band I, salary per annum divided by 1820 = hourly rate plus 67.5% = loaded hourly rate.