

Adult Education Agreement 2007

between the

Australian Education Union (AEU), Tasmanian Branch;

and the

Minister Administering the *State Service Act 2000*



1. TITLE

This Agreement shall be known as the "**Adult Education Agreement 2007**".

2. ARRANGEMENT

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3. PARTIES

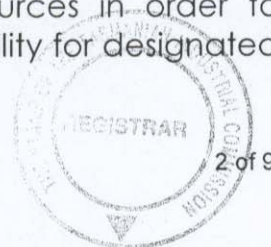
This agreement is between the Minister Administering the State Service Act 2000, and the Australian Education Union, Tasmanian Branch in respect of employees employed as Adult Education Officers and Adult Education Tutors in the Department of Education.

4. DEFINITIONS

'ACE' means Adult and Community Education, incorporating the Adult Education Program

'Adult Education Officer 1' means an employee occupying a position, the primary function of which is responsibility for the development, implementation, evaluation and coordination of specified Adult Education courses and associated activities within a local / regional community environment. The other primary functions include the selection and educational support of tutors, delivery of courses and the organisation of appropriate adult learning environments.

'Adult Education Officer 2' means an employee occupying a Team Leader position, the primary functions of which is the responsibility for the regional management of human, financial and physical resources in order to achieve program objectives and may include responsibility for designated primary aspects of state-wide program coordination.



'Assistant Tutor' means an employee who is an assistant to the Tutor and is paid by reference to the appropriate Award.

'Full-time employee' means a person engaged to work for the full ordinary weekly hours of work of the relevant position.

'Part-time employee' means a person engaged to work on a regular basis for a lesser number of ordinary weekly hours than is applicable to an equivalent full-time employee.

'Preparation Rate' means the money paid to cover the purchase and preparation of material for specific courses. It is not for the preparation of day-to-day teaching resources.

'Team Leader' means a supervisor responsible for a team within the Adult education program.

'TOIL' means time off in lieu of overtime.

'Tutor' means an employee occupying a position of learning facilitator who prepares, plans and delivers courses offered by Adult Education.

'State Manager' means the manager responsible for the state-wide Adult Education Program.

5. RELATIONSHIP TO OTHER AWARDS/AGREEMENT

This Agreement is to be read in conjunction with the Administrative and Clerical Employees Award and the General Conditions of Employment Award and the Public Sector Unions Wages Agreement 2007, and subsequent negotiated Public Sector Union Wages Agreements. Where there is any inconsistency with this Agreement, this Agreement will prevail.

6. DURATION AND DATE OF OPERATION

This Agreement will operate on and from the first full pay period commencing on or after the date this agreement is signed by both parties and remain in force until 30 June 2008.

6(a) Given the unusually long negotiation period for this Agreement the new salaries contained in this Agreement will be effective retrospective to 2 May 2006 for Adult Education Officers Class 1 and 2 only.



7. SALARY RATES

Employees will be paid at the salary rate applicable to a level determined in accordance with the classification structure set out below. This salary structure is aligned with the salaries applicable to the Administrative and Clerical Employees Award.

Classification Structure	Level	Salary at 2 May 2006	Salary at 1 December 2006	Salary Equivalent – Admin and Clerical Award
AEO Class 1	1	52566	54406	L 7 Y 1
	2	54241	56139	L 7 Y 2
	3	55915	57872	L 7 Y 3
	4	59262	61336	L 8 Y 1
AEO Class 2	1	60935	63068	L 8 Y 2
	2	62607	64798	L 8 Y 3
	3	65947	68255	L 9 Y 1
	4	67626	69993	L 9 Y 2

Tutor **\$32.63 (Administrative and Clerical Employees Award Level 6 Year 3)**

**Assistant Tutor/
and/or**

Preparation rate **\$22.84 (Administrative and Clerical Employees Award Level 3 Year 1)**

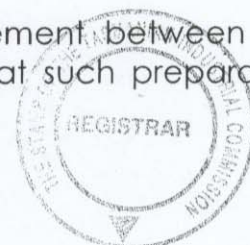
Enhanced rate **\$40.69 (Administrative and Clerical Employees Award Level 8 Year 3)**

Negotiated/Contract rate – amount determined by negotiation.

Tutors will be employed for a minimum of one hour per session.

A Tutor who arrives for a class, which has been cancelled, and that person was not previously informed of the cancellation shall be entitled to be paid for no less than one hour.

Preparation time is paid to tutors only after agreement between the employee and management of Adult Education that such preparation time is in fact required.



The above salaries will be adjusted in line with future increases applying under the Public Sector Unions Wages Agreement 2007 and subsequent similar such Agreements that will have application generally in the State Service.

Part-Time Employees

Part-time employees will be paid such a proportion of the salary of an equivalent full-time employee as their fractional appointment bears to a full-time employee.

Employees will receive annual salary increments where an entitlement exists under the classification scales contained in this Agreement.

8. COMMENCING SALARY

The commencing salary of an employee will be at the base level of the relevant classification.

Provided that years of appropriate experience shall be considered towards years of service in determining the starting level for an employee. Provided further that an employee may be appointed above the base level.

9. SPREAD OF HOURS

The ordinary hours of duty for staff other than tutors shall be up to 73.5 hours per fortnight to be worked between 8:00am and 10:00pm Monday to Friday and 8:00am and 12 noon Saturdays.

The ordinary hours of duty for tutors shall be worked between 8:00am and 10:00pm Monday to Sunday .

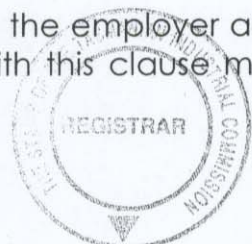
10. OVERTIME PROVISIONS

All employees covered by this Agreement are entitled to payment for authorised overtime worked at the direction of the employer. The payment is to be calculated by reference to the employee's actual salary as prescribed in this Agreement, and the overtime rates as prescribed in the General Conditions of Employment Award, provided that:

(a) Overtime will, by agreement, either:

- (i) be given as time off in lieu (TOIL) at the rates prescribed in the General Conditions of Employment Award; or
- (ii) paid for at the rates as prescribed in the General Conditions of Employment Award.

Provided further that, by agreement in writing between the employer and the employee all overtime accrued in accordance with this clause may be taken within the next 12 month period.



- (b) Time allowed off duty in lieu of overtime will be counted as ordinary rostered hours for the day or days on which the time off in lieu is taken.
- (c) No employee will be required to work unreasonable overtime, having regard for matters such as the health and safety of the employee, and the employee's family responsibilities.

11. HIGHER DUTY ALLOWANCE

Where an employee is directed to temporarily perform the duties of an employee with a higher classification for a period of five days or more, that employee shall be paid an allowance equal to the difference between the employee's own salary and the minimum salary of the higher position.

Where an employee is directed to temporarily perform a **part** of the duties of an employee with a higher classification for a period of five days or more, that employee will receive an allowance established by reference to the proportion that the duties assumed bear to the whole of the duties of the higher position and the difference between the employee's substantive salary and the minimum salary of the higher position.

The payment of higher duty allowances will be in accordance with the provisions set down in the General Conditions of Employment Award. These conditions are:

- a) Where an employee is directed by the controlling authority to perform temporarily the duties of an employee with a higher classification for a period of five days or more, that employee shall be paid an allowance equal to the difference between the employee's own salary and the minimum salary of the higher position.
- b) Where an employee is directed by the controlling authority to perform temporarily a part of the duties of an employee with a higher classification for a period of five days or more, that employee will receive an allowance established by reference to the proportion that the duties assumed bear to the whole of the duties of the higher position and the difference between the employee's substantive salary and the minimum salary of the higher position.
- c) Where an employee is promoted to a higher position in which that employee has previously been performing the duties in a temporary capacity, that employee will receive the increment to which the employee would normally have been entitled had the employee been promoted to the position at the commencement of the period of acting duty.
- d) Where an employee continues to perform the higher duties as provided for in subclause (a) for a period of 12 months an

increment if provided for in the higher classified position shall be paid.

PROVIDED that no employee shall be entitled to receive any increase in salary by virtue of this subclause unless, in the opinion of the controlling authority, his conduct, diligence and efficiency during the 12 months immediately prior to the date from which such increase would be payable shall have been satisfactory.

- e) For the purposes of this clause reference to employee does not include fixed term or casual employees.

12. MORE RESPONSIBLE DUTY ALLOWANCE

Where for a period of five days or more an employee is required at the direction of the employer, to perform more responsible duties which are not capable of being paid under clause 11 (Higher Duties Allowance), the employer shall authorise a more responsible duties allowance.

- (i) The allowance shall be established by reference to the value of the more responsible duties involved.
- (i) For the purpose of this clause reference to employee does not include fixed term or casual employees.
- (ii) Where an employee receiving an allowance under this clause proceeds on approved leave, sick or leave in lieu of overtime, the employee will continue to receive that allowance provided that the duties continue after the period of such leave.
- (iii) Payment for overtime shall be at the classification rate inclusive of the allowance provided in Clause 11 – Higher Duties Allowance, and this clause.

13. CALL BACK ALLOWANCE

An employee:

Called back or recalled to work, at the direction of the employer, after ceasing work without prior notice thereof to meet an emergency situation shall in respect of the first call be paid:

- (a) for a minimum of four hours at the appropriate overtime rate , and
- (b) in respect of subsequent calls occurring during the four hour spread of which a minimum payment has been attracted, no extra shall accrue until the time actually worked exceeds four hours.

Payment for all recalls occurring outside the first minimum payment spread shall be calculated at the appropriate overtime rate for actual time worked.



Time reasonably spent traveling to and from work shall be regarded as time worked.

Provided that where an employee by custom and practice returns to work for short periods to perform duties such as the checking of equipment or machinery, security or caretaking type duties and the like, shall by agreement between the employee and the controlling authority be excluded from the provision of this clause.

14. GRIEVANCE PROCEDURES

The procedure to be followed in relation to any dispute arising from the terms of this Agreement is as follows:

- (i) Any dispute should be raised directly with the employee concerned or his/her supervisor.
- (ii) If the employee and the supervisor cannot resolve the issue between themselves, the Australian Education Union and the Department of Education's Assistant Director, Workplace Relations must be notified that a dispute exists.
- (iii) If the dispute remains unresolved it must be referred to the Tasmanian Industrial Commission pursuant to Section 29 of the Industrial Relations Act 1984 by either party within 7 days of notification.

While these dispute procedures are being followed, normal work patterns and arrangements should continue.

15. EXCLUSIONS

The following clauses do not apply to Tutors:

Clauses 10, 11 and 12.

16. NO EXTRA CLAIMS

No further claims for additional increases in salaries will be made during the life of this Agreement. Salary increases will occur in accordance with the Public Sector Unions Wages Agreement 2007, and subsequent negotiated Public Sector Union Wages Agreements.

17. VARYING THE AGREEMENT

The terms of this Agreement may be varied during the life of the Agreement through mutual agreement of the parties who are signatory to the Agreement.



18. SIGNATORIES

This Agreement is made at Hobart on this day of 2007

President AEU, Tasmanian Branch

.....*Walker*..... (SIGNED) Date *20 / 03 / 2007*

State Manager, AEU, Tasmanian Branch

.....*Gyke*..... (SIGNED) Date *20 / 03 / 2007*

Minister Administering the Tasmanian State Service Act 2000

.....*[Signature]*..... (SIGNED) Date *3 / 04 / 2007*

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

