WITHOUT PREJUDICE

Tasmanian Industrial Commission

Industrial Relations Act 1984
Part IV, Section 55: Industrial Agreement

Australian Education Union, Tasmanian Branch

and

The Minister Administering the State Service Act 2000

AN EVEN START – NATIONAL TUITION PROGRAM
CONDITIONS OF EMPLOYMENT
AGREEMENT 2008

Teachers Educational Services

REGISTERED AGREEMENT
1. **TITLE**

This agreement shall be known as the “An Even Start – National Tuition Program Conditions of Employment Agreement 2008”.

2. **APPLICATION**

This Agreement is made between the Minister Administering the State Service Act 2000 and the Australian Education Union, Tasmanian Branch (AEU) in respect to employees employed under the State Service Act 2000 as defined in clause 6 of this agreement.

3. **RELATIONSHIP TO AWARDS AND AGREEMENTS**

Where any inconsistency occurs between this agreement and the Teaching Service (Tasmanian Public Sector) Award 2005, this agreement shall prevail to the extent of the inconsistency.

4. **TYPE OF AGREEMENT**

This agreement is an agreement pursuant to Part IV of the Industrial Relations Act 1984 (Tas).

4. **DATE OF EFFECT AND DURATION**

This Agreement will take effect from 1 March 2008 and will continue in effect until 28 February 2009.

5. **ARRANGEMENT**

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6. DEFINITIONS

Program Administrator - means: The Department of Education

Tutor - means:

1. Any employee currently registered as a teacher with the Tasmanian Teachers Registration Board who is either
   - An Employee employed under any classification as defined in the Teaching Service (Tasmanian Public Sector) Award; or
   - A Relief Teacher as defined in the Teaching Service (Tasmanian Public Sector) Award who is registered on E-Pool;

   and who is authorised by the Program Administrator for undertaking the An Even Start – National Tuition Program

   Or;

2. A qualified teacher who was previously an employee of the Department of Education who ceased their employment by either retiring or resigning within the last 3 years; or

   A Pre-Service teacher who is a student currently undertaking their 4th year Bachelor of Education with a Limited Authority to teach.

   and who is authorised by the Program Administrator for undertaking the An Even Start – National Tuition Program

7. PERSONALISED TUITION

Tuition delivery must be personalised to address the individual learning needs and circumstances of eligible students as identified by the pre-assessment tool.
8. HOURS OF WORK

Tutors are to provide 13 hours individual tuition per student; or

Tutors may provide small group tuition for groups up to a maximum of five students, the following minimum hours of tuition:

- Two students – 24 hours;
- Three students – 32 hours;
- Four students – 40 hours; and
- Five students – 48 hours

Tutors will provide the tuition outside their normal individual working hours. Overtime will not be made available for Tutors.

Tuition can occur before or after school. In the case of relief or part-time teachers employed with the Department of Education tuition can be provided during school hours but these must not be during the employees working hours.

Relief teachers undertaking tuition will negotiate with the school and the parent/caregiver about the time and when the tuition can occur.

9. TUTOR PAYMENT

Tutors shall be paid at a rate of $50.50 gross per hour.

10. TUITION VENUES

Tuition may be provided in a public venue such as at a local school, tutoring company, library, or community facility as agreed by the parent/caregiver and the tutor. Public venues must have appropriate public liability insurance and comply with relevant Occupational Health and Safety requirements.

In the event it is not possible to conduct the tuition in a public venue and the tuition takes place in the students home a responsible adult nominated by the parent/caregiver, must be present.

11. TUTOR GUIDELINES

All employees employed under this program are subject to the State Service Code of Conduct (Schedule A) and the Tutor Code of Conduct (Schedule B)
12. GRIEVANCES AND DISPUTE SETTLEMENT PROCEDURE

11.1 In the first instance, grievances and disputes will usually be dealt with at the workplace by appropriate employer and employee representatives. 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. If still unresolved, the matter will be referred to the Tasmanian Industrial Commission. Where a grievance or dispute is being dealt with under this process, normal work will continue.

11.2 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.

13. GOOD CHARACTER CHECK

Tutors must not be authorised or commence tutoring until the Good Character Check process is completed and confirmation has been obtained of the applicant’s clearance status.

14. REVIEW AGREEMENT

In the event the Program Administrator is unable to supply enough Tutors to meet demands the AEU agree to enter into discussions in relation to expanding the tutor definition to allow for other Department of Education employees to be made available, these discussions may include other Unions.

15. NO EXTRA CLAIMS

The Parties undertake that, for the life of this Agreement, they will not make any additional claims relating to any matter included in this Agreement.
16. SIGNATURES

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

[Signature]
Agent for and on behalf of the Minister administering State Service Act.
Position
Witness
31. 3. 08
Date

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

[Signature]
President
Position
Witness
31-3-08
Date

[Signature]
State Manager
Position
Witness
31 March 2008
Date

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

The State Service Code of Conduct

(1) An employee must behave honestly and with integrity in the course of State Service employment.

(2) An employee must act with care and diligence in the course of State Service employment.

(3) An employee, when acting in the course of State Service employment, must treat everyone with respect and without harassment, victimisation or discrimination.

(4) An employee, when acting in the course of State Service employment, must comply with all applicable Australian law.

(5) For the purpose of subsection (4),

"Australian law" means –

(a) any Act (including this Act) or any instrument made under an Act; or

(b) any law of the Commonwealth or a State or Territory, including any instrument made under such a law.

(6) An employee must comply with any standing orders made under section 34(2) and with any lawful and reasonable direction given by a person having authority to give the direction.

(7) An employee must maintain appropriate confidentiality about dealings of, and information acquired by, the employee in the course of that employee's State Service employment.

(8) An employee must disclose, and take reasonable steps to avoid, any conflict of interest in connection with the employee's State Service employment.

(9) An employee must use Tasmanian Government resources in a proper manner.

(10) An employee must not knowingly provide false or misleading information in connection with the employee's State Service employment.

(11) An employee must not make improper use of –

(a) information gained in the course of his or her employment.
(b) the employee’s duties, status, power or authority –

in order to gain, or seek to gain, a gift, benefit or advantage for the employee or for any other person.

(12) An employee who receives a gift in the course of his or her employment or in relation to his or her employment must declare that gift as prescribed by the regulations.

(13) An employee, when acting in the course of State Service employment, must behave in a way that upholds the State Service Principles.

(14) An employee must at all times behave in a way that does not adversely affect the integrity and good reputation of the State Service.

(15) An employee must comply with any other conduct requirement that is prescribed by the regulations.

(16) For the purposes of this section, a reference to an employee includes a reference to an officer and a reference to State Service employment includes a reference to an appointment as an officer and an arrangement made under section 46(1)(a).
SCHEDULE B

Tutor Code of Conduct

This Code of Conduct outlines the standard of behaviour required of tutors for An Even Start – National Tuition Program.

General conduct

1. Tutors must always behave in a manner that is appropriate to the parents/caregivers and students with whom they are working.

2. Tutors must:
   
   (a) remember that they are a role model for students;
   (b) attempt to engage students in the tutorial session;
   (c) offer educational support and encouragement;
   (d) use language and topics of conversation appropriate to the situation;
   (e) treat all parents/caregivers, students and teachers with courtesy and respect;
   (f) respect and cater for the diverse and special needs of the students; and
   (g) ensure that parent/caregiver, student and tutor relationships are maintained on a professional basis.

3. Tutors must not:

   (a) use physical contact with a student unless it is strictly necessary - for example, where the student is injured;
   (b) be alone with a student in a room with the door closed or with a student in any location that is not visible to other adults unless there is a legitimate reason for doing so for the student’s own safety and welfare;
   (c) engage in a social relationship with the student outside the tutorial setting;
   (d) make sexually suggestive or racist comments to, or in the presence of, the student;
   (e) use obscene language in communication with, or in the presence of, the student;
   (f) smoke or use tobacco in the presence of the student; or
   (g) use, or be under the influence of, alcohol or drugs in the presence of the student.

Health and safety

4. Tutors have a duty to develop and maintain a safe environment for all students they are tutoring or supervising. Tutors must take such measures as are reasonable in the circumstances to protect students and themselves from known hazards and/or harm which could arise.
5. Tutors must:

(a) ensure that any equipment is safe for use;
(b) not attend a session if they are unwell or have a contagious illness, advising the parent/caregiver at least one hour in advance if they cannot attend a session;
(c) assess the situation and contact the student’s parent/caregiver if a student becomes unwell or is injured; and
(d) familiarise themselves with emergency procedures for evacuation.

Professional behaviour and interaction with students and parents/caregivers

6. Tutors have a responsibility to treat all people with whom they have contact with courtesy and sensitivity.

7. Tutors should work co-operatively with parents/caregivers, support them and accept differences in personal style.

Reporting suspected abuse

8. Tutors should seek legal advice or advice from the relevant Program authority as to whether they have any obligations with regard to the reporting of suspected abuse of children under any relevant state or territory legislation.

Conflict of interest

9. Tutors must avoid situations in which their personal or financial interests might conflict with the terms of their engagement as a Program contractor. For example, a conflict of interest would normally exist where a tutor is a student’s family member or an officer of the Department of Education, Employment and Workplace Relations. Tutors should discuss any potential conflicts of interest with the Program Administrator.

Record keeping

10. Tutors must keep appropriate records of work undertaken and claims lodged to support the monitoring, assessment and on-line reporting requirements of the Department. Tutors must also be aware that officers of the Department can at any time request to see any documentation relevant to the contract.

Parents/caregivers/student behaviour

11. Parents/caregivers and students have a responsibility to treat tutors with respect and courtesy. Tutors should advise parents/caregivers if...
their or their child's behaviour is inappropriate or offensive. Tutors may also wish to make a record of the incident for reference. If unacceptable student behaviour continues or a parent/caregiver displays inappropriate behaviour, tutors should inform the Program Administrator.

Gifts and benefits

12. Tutors must not seek or accept additional payment, favours or gifts for services performed in connection with their engagement as a tutor under the Program.

Privacy

13. Tutors must respect the privacy rights of students and parents/caregivers. Tutors must not use or disclose the personal information they obtain except as expressly permitted by the student’s parent/caregiver in writing or as required or authorised by law.

Compliance with the Code of Conduct

14. This Code of Conduct is based upon the principle that the safety of students is the paramount consideration.

15. If the Program Administrator has information to suggest that a tutor has breached the Code of Conduct, it may undertake an investigation into the suspected breach. If the tutor will not participate in the investigation or if the Program Administrator is not satisfied with the results of the investigation, the tutor’s contract(s) may be terminated.

16. If the Department of Education, Employment and Workplace Relations have information to suggest that a tutor has breached the Code of Conduct the Department of Education, Employment and Workplace Relations may undertake its own investigation and/or inform the Program Administrator. If circumstances warrant, the Department of Education, Employment and Workplace Relations may direct the Program Administrator to suspend or terminate a tutor’s contract(s).