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TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984

T.1774 of 1988

IN THE MATTER OF AN APPLICATION BY THE TASMANIAN CONFEDERATION OF INDUSTRIES FOR MAKING OF THE **INDEPENDENT SCHOOLS (TEACHERS) TASMANIA AWARD**

ORDER -

No. 1 of 1989

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1. TITLE

This award shall be known as the "Independent Schools (Teachers) Tasmania Award".

2. SCOPE

This award is established in respect to the whole of Tasmania to any person employed as a teacher pursuant to the Education Act in fee charging schools in the private sector but shall not include persons employed subject to Registered Agreements made between the Tasmanian Catholic Education Employees Association and the Catholic School employers including St Mary's College, nor to persons who are in Holy Orders, or are members of a Recognised Teaching Order, or Minister of Religion, or Missionary Teachers of the Seventh Day Adventist Church.

3. ARRANGEMENT

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4. DATE OF OPERATION

Subject to the following provisos this award shall come into effect from 1 January 1989.

PROVIDED THAT in respect to Clause 8 - Salaries and in respect to teaching loads as described in Clause 7 - Definitions, (q) Teachers Duties, those provisions shall come into effect from the beginning of the first full pay period to commence on or after 1 January 1990.

PROVIDED FURTHER that in respect of the Cottage School Inc the provisions described in the foregoing proviso shall come into effect from 1 January 1992.

PROVIDED FURTHER that it is a term of this award arising from the decision of the Tasmanian Industrial Commission State Wage Case of 5 September 1988, the terms of which are set out therein, that the unions party to this award undertake, until 1 July 1989, not to pursue any extra claims award or overaward, except where consistent with the State Wage Case Principles.

PROVIDED FURTHER however, and subject to the first mentioned proviso, this award in respect of the Hutchins School shall not have operative effect until 1 April 1989.

5. SUPERSESSION AND SAVINGS

Nothing in this award shall be deemed or construed to:

(a) reduce the salary or allowances; or

(b) alter unfavourably the terms and conditions of employment applying to any employee immediately prior to the date of operation of this award.

6. PARTIES AND PERSONS BOUND

Unless otherwise specified, this award shall have application to and be binding upon:

(a) All employers (whether members of a registered organisation or not) who employ persons in the occupation specified in Clause 2 - Scope.

(b) All employees (whether members of a registered organisation or not) who are employed in the occupation specified in Clause 2 - Scope.

(c) The Tasmanian Registered Teachers Association.

(d) The Tasmanian Confederation of Industries.

(e) The Tasmanian Trades and Labor Council.

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7. DEFINITIONS

For the purpose of the award, and unless the context otherwise provides, the following definitions shall apply:

(a) **'Association'** means the Tasmanian Registered Teachers Association being an organisation of employees registered under the Act.

(b) **'Employer'** in relation to the school shall mean the person, board, council or committee with authority to act on behalf of the school.

(c) **'School year'** shall be the twelve months from the commencement of the first day of January in a year to the thirty first day of December in the same year.

(d) **'Experience'** means experience of teaching after achieving the qualifications necessary for registration and shall be deemed to have commenced at the date on which a "qualified" person first received a teaching appointment.

(e) **'Teacher'** means a teacher who is registered by the Teachers and Schools Registration Board pursuant to the Education Act but for the purpose of this award does not include a Principal or Vice Principal.

(f) **'Full-time teacher'** means a teacher who is employed for a full week each week of the school year, in any one school.

(g) **'Part-time teacher'** is one who is employed by the school to work less than a full week each week, in any one school.

(h) **'Senior teacher'** means a teacher who is responsible for coordinating the work of the equivalent of three or more additional full-time teachers.

(i) **'Teacher librarian'** means a teacher who holds appropriate Librarianship qualifications and, when employed as a teacher librarian shall be entitled to the same conditions as apply to a teacher.

(j) **'Emergency teacher'** means a teacher who comes into a school to cover a sudden emergency in the absence of the regular teacher.

(k) **'Replacement teacher'** means a teacher who is registered by the Teachers and Schools Registration Board and is employed for a limited period in order 'to replace a teacher who is on leave or temporarily transferred or promoted.

(l) **'Certificated teacher'** means a teacher who has satisfactorily completed an approved course of teacher training at an approved teachers' college, university, college of advanced education or institute and who is academically qualified for the award of the Tasmanian Teachers' Certificate, or its equivalent and shall include a two, three or four year trained teacher. A teacher who has been accepted for registration by the Schools and Teachers Registration Board shall be deemed to be certificated.

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(m) **'Uncertificated teacher'** means a teacher who is not qualified as a certificated teacher.

(n) **'Two-year trained teacher'** means a certificated teacher who -

(i) has satisfactorily completed at least a two year course of teacher training at an approved teachers' college, university, college of advanced education or institute; or

(ii) holds qualifications deemed by the employer to be at least equivalent thereto.

(o) **'Three-year trained teacher'** means a certificated teacher who -

(i) has satisfactorily completed at least a three-year course of teacher training at an approved teachers' college, university, college of advanced education or institute; or

(ii) is a graduate of an approved university and holds in addition the education subjects for the Tasmanian Teachers' Certificate or its equivalent; or

(iii) possesses the qualifications required for a two-year trained teacher and in addition has completed further subjects at an approved institution which are deemed by the employer to qualify such teacher for three-year status; or

(iv) possesses qualifications deemed by the employer to be at least equivalent to either one of the above.

(p) **'Four-year trained teacher'** means a certificated teacher who -

(i) has satisfactorily completed a four-year course at an approved teacher training institution; or

(ii) is a graduate of an approved university and in addition holds an approved Diploma of Education; or

(iii) possesses qualifications deemed by the employer to be at least equivalent to either one of the above and shall include an honours graduate of an approved university.

(q) **'Teachers duties'** include all tasks related to the educational development of students and tasks concerned with the maintenance of good order and behaviour, including reasonable playground duties, sports duties, pastoral care, extra curricular activities and in relation to teachers appointed to residential positions, the usual residential duties. Teachers duties supporting the religious and/or philosophical ethos of the school shall be determined by reference to the contract of employment between the teacher and the employer.

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In relation to the maximum weekly teaching time that shall be required of a full-time staff member under this award two categories of duties shall be considered

(i) non-teaching "face to face with student" week day duties between the hours of 8.30am and 4.00pm, such as attending to home/tutor group activities where absenteeism is checked, school information distributed and individual student pastoral care is provided;

(ii) regular timetabled periods of "face to face" instruction or supervision where the teacher is responsible for students under his or her care.

In consideration of the non-teaching and teaching "face to face" student contact defined above a full-time primary school staff member shall have a minimum of 1 clear hour per week free for preparation and marking and any full-time staff member teaching post primary classes shall not be required, in the course of five normal school days, to attend to these duties for more than 20 hours or for more than 80% of the formal time tabled lesson time; the lesser of these two alternatives to apply.

Notwithstanding the provisions of this clause a teacher may be required to

(i) attend school assemblies, chapel, house, or other meetings, and do reasonable playground duty and reasonable relief supervision within normal school hours; and

(ii) do reasonable sports or other student supervision outside normal school hours.

8. SALARIES

The minimum salaries payable for the performance of teaching duties shall be:

UNCERTIFICATED TEACHER	Salary per annum $
(a) Graduate	
1st year	20895
2nd year	21159
3rd year	22474
4th year	23786
5th year	25072
6th year	26367
7th year	26367
8th year	26367
9th year	26367
10th year	27074

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11th year	27074
12th year	27074
13th year	27074
14th year	28091
15th year	28091
16th year	28091
17th year	28091
18th year	28992
19th year	30306
20th year and thereafter	31617

(b) Non-Graduate

1st year	17425
2nd year	17706
3rd year	18728
4th year	19768
5th year	20800
6th year	21738
7th year	21738
8th year	21738
9th year	21738
10th year	21931
11th year	22972
12th year	24001
13th year	25022
14th year	26047
15th year	27074
16th year	27074
17th year	27074
18th year	27074
19th year	28091
20th year	28091
21st year	28091
22nd year	28091
23rd year	28992
24th year	30306
25th year and thereafter	31617

CERTIFICATED TEACHER

(a) Two-year Trained Teacher

1st year	17803
2nd year	18830
3rd year	19863
4th year	20889
5th year	21931

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6th year	22972
7th year	24001
8th year	25022
9th year	26047
10th year	27074
11th year	27074
12th year	27074
13th year	27074
14th year	28091
15th year	28091
16th year	28091
17th year	28091
18th year	28992
19th year	30306
20th year and thereafter	31617

(b) Three-year Trained (Non-Graduate Teacher)

1st year	19863
2nd year	20889
3rd year	21931
4th year	22972
5th year	24001
6th year	25022
7th year	26047
8th year	27074
9th year	28091
10th year	28091
11th year	28091
12th year	28091
13th year	28992
14th year	30306
15th year and thereafter	31617

(c) Three-year Trained Graduate Teacher (Graduates who have sufficient education subjects to qualify for the Tasmanian Teachers' Certificate, or its equivalent, but not the Diploma of Education).

1st year	21738
2nd year	22754
3rd year	23764
4th year	24766
5th year	25762
6th year	26759
7th year	27761
8th year	28762
9th year	29754
10th year	29754

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11th year	29754
12th year	29754
13th year	30306
14th year and thereafter	31617

(d) Four-Year Trained Teacher

1st year	22408
2nd year	23735
3rd year	25052
4th year	26367
5th year	27676
6th year	28992
7th year	30306
8th year and thereafter	31617

SENIOR TEACHER

Class I	32741
Class II	33686
Class III	35541

IN-CHARGE ALLOWANCES

Class I	536
Class II	803
Class III	1607

Notes:

(i) Part-time Hourly Rates for Less than 5 Hours a Week

Hourly rates shall be calculated by using the following formulas:

Teacher with 4-year training course:

4-year trained, 2nd year/1200

Teacher with 3-year training course:

3-year trained, 4th year/1200

Uncertificated Teacher:

Uncertificated, non-graduate 1st year/1200

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(ii) Emergency Teacher Rates

An emergency teacher shall be paid at a daily rate for days actually worked in accordance with the following formula:

Daily rate = Salary/200

where salary is determined in accordance with experience and qualifications as for full-time teachers.

PROVIDED THAT an emergency teacher shall receive a minimum payment of two hours for each day worked. For the purpose of this provision, two hours is equivalent to two-fifths of the daily rate applying to that teacher.

(iii) Advancement to the next grade shall take place on the anniversary of the teacher's first teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a school year.

A teacher employed for 50% or less of a full teaching load will be required to complete 24 months service before advancement.

(iv) A teacher who commences with a four-year degree and a Diploma of Education begins on the second rung of the four year trained scale and progresses by annual increments to the top of the scale reaching it in the seventh year of teaching.

(v) A teacher who qualifies for advancement to a higher scale shall be transferred to the appropriate salary scale, at the salary rate which is immediately above the rate being received by the teacher at the date of his/her transfer with effect on and from the first day of the month succeeding the date on which such requirements were satisfied **EXCEPT** that where the latter date and the normal incremental date are the same, the transfer shall be to the rate prescribed by such scale which is two increments above the rate being received by the teacher at the date of transfer and thereafter he/she shall be eligible for progression on his/her normal salary scale.

(vi) Any teacher who is responsible for assessment, curriculum and other matters relating to a subject outside their own teaching classes shall be entitled to an In-Charge Allowance.

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9. ANNUAL LEAVE (OTHER THAN EMERGENCY TEACHERS)

(a) Throughout a calendar year teachers are entitled to at least 60 working days leave to coincide with student holidays. They may be required to participate in administrative and professional activities for up to seven days, which occur immediately prior to or after normal teaching days and during which students are not required to attend school. These days shall not include those activities which a teacher voluntarily undertakes as an extension of the school's total educational programme during school holiday periods.

(b) In addition teachers who have been employed throughout the year shall be entitled to receive, together with their first salary payment in December, an annual leave loading of 17.5% on a maximum of four weeks of recreation leave at the rate of pay applicable on 1 December of that year as prescribed in Clause 8 of this award provided that the loading shall not exceed the loading payable to a teacher on the eighth rung of the four-year trained teacher scale.

10. COMPASSIONATE LEAVE

Leave of absence up to three days on full pay may be granted to any teacher:

(a) on account of the death or serious illness of his/her spouse, child, father, mother, brother, sister, grandfather or grandmother, or his/her spouse's child, father, mother, sister, brother, grandfather or grandmother, or

(b) in any other case where, in the opinion of the employer, special circumstances exist.

11. DISPUTE SETTLING PROCEDURE

(a) The association and the employers party to this award undertake to take all reasonable steps to ensure that the representatives of the employers and staff follow the procedure as set out herein, with the intention that all disputes shall be promptly resolved by conciliation in good faith.

(b) Matters Likely to Become Industrial Issues

The employer and the association shall respectively notify each other as soon as possible of any industrial matter which, in the opinion of the party notifying, might give rise to an industrial dispute.

(c) Disputes at School Level

In the event of a dispute arising at school level the parties shall immediately confer at school level.

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(d) Lack of Agreement at School Level

If no agreement is reached at school level an official of the association shall discuss the matter in dispute with a representative of the employer.

(e) Final Reference

Should the foregoing steps fail to resolve the issue within a reasonable time, the matter(s) in dispute shall be referred by either party to the Registrar of the Tasmanian Industrial Commission for arbitration, the decision of which will bind all parties.

(f) Without prejudice to either party and except where a bona fide safety issue is involved, work shall continue in accordance with the award while matters in dispute between them are being processed in accordance with the preceding procedure.

(g) Except where a bona fide safety issue is involved until the grievance is determined, work shall continue normally in accordance with the custom and practice existing before the grievance arose while discussions take place.

No party shall be prejudiced as to the final settlement by the continuance of work.

12. EMERGENCY TEACHERS

Emergency teachers may be required to undertake the full teaching responsibilities and extra curricular duties of the teacher who is being replaced provided that emergency teachers may not be employed in such a capacity for more than 10 consecutive school days. Emergency teachers are not entitled to annual leave or sick leave.

13. LEAVE WITHOUT PAY

(a) While a teacher has the right to apply for leave without pay the granting of such leave is at the discretion of the employer.

(b) If a teacher is granted leave without pay he/she shall be entitled to a position commensurate with qualifications and experience on his/her return.

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14. MATERNITY LEAVE

(a) Eligibility for Maternity Leave

Subject to the provisions of this clause, a teacher who becomes pregnant shall, upon production to her employer of a certificate from a duly qualified medical practitioner stating the presumed date of her confinement be entitled to maternity leave provided that she has not less than twelve months continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

For the purposes of this clause:

(i) A teacher shall include a part-time teacher whose teaching allotment is not less than 5 hours per week but shall not include an emergency teacher or a teacher specifically engaged to relieve another teacher who is on maternity leave.

(ii) Maternity leave shall mean unpaid maternity leave.

(b) Period of Leave and Commencement of Leave

(i) Subject to subclauses (c) and (f) hereof, the period of maternity leave shall be for an unbroken period of from 6 to 52 weeks and shall include a period of 6 weeks compulsory leave to be taken immediately following confinement.

(ii) A teacher shall give notice in writing to her employer stating the presumed date of confinement not less than 15 weeks prior to the presumed date of confinement.

(iii) A teacher shall give not less than 7 weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken.

(iv) An employer, by not less than 14 days' notice in writing to the teacher, may require her to commence maternity leave at any time within the 10 weeks immediately prior to her presumed date of confinement.

(v) A teacher shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraph (iii) hereof, if such failure is occasioned by the confinement occurring earlier than the presumed date.

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(c) Transfer to a Safe Job

Where in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the teacher make it inadvisable for the teacher to continue at her present work, the teacher shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the teacher may, or be required by the employer to, take leave for such period as is certified necessary by a duly qualified practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (g), (h), (i) and (j) hereof.

(d) Variation of Period of Maternity Leave

(i) Provided the addition does not extend the maternity leave beyond 52 weeks, the period may be lengthened once only, save with the agreement of the employer, by the teacher giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened.

(ii) The period of leave may, with the consent of the employer, be shortened by the teacher giving not less than 7 weeks' notice in writing stating the period by which the leave is to be shortened.

(e) Cancellation of Maternity Leave

(i) Maternity leave, applied for but not commenced, shall be cancelled where the pregnancy of a teacher terminates other than by the birth of a living child.

(ii) Where the pregnancy of a teacher then on maternity leave terminates other than by the birth of a living child, it shall be the right of the teacher to resume work at a time nominated by the employer (which shall be no later than the beginning of the next succeeding term) from the date of notice in writing by the teacher to be employed that she wishes to resume work.

(f) Special Maternity Leave and Sick Leave

(i) Where the pregnancy of a teacher not then on maternity leave terminates after 28 weeks other than by the birth of a living child then:

(a) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, or

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(b) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.

(ii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.

(iii) For the purposes of subclauses (g), (h) and (i) hereof, maternity leave shall include special maternity leave.

(iv) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to a teaching position at a similar level to that which she held at the time of her commencing her maternity leave.

(v) A part-time teacher shall be entitled to return to a teaching position which includes the same number of hours per week but not necessarily the same times or class levels.

(g) Maternity Leave and Other Leave Entitlements

Provided the aggregate of leave including leave taken pursuant to subclauses (c) and (f) hereof does not exceed 52 weeks;

(i) A teacher may, in lieu of or in conjunction with maternity leave, take any long service leave or any part thereof to which she is then entitled.

(ii) Paid sick leave or other paid authorised absences under this award (excluding annual leave or long service leave) shall not be available to a teacher during her absence on maternity leave.

(h) Effect of Maternity Leave on Employment

Notwithstanding any award or other provision to the contrary, absence on maternity leave shall not break the continuity of service of a teacher but shall not be taken into account in calculating the period of service for any purpose of an award.

(i) Termination of Employment

(i) A teacher on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.

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(ii) An employer shall not terminate the employment of a teacher on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(j) Return to Work after Maternity Leave

(i) A teacher shall confirm her intention of returning to her work by notice in writing to the employer given not less than 7 weeks prior to the expiration of her period of maternity leave.

(ii) A teacher, from the beginning of the next succeeding term or such earlier date as the employer requires following the giving of the notice required pursuant to paragraph (i) hereof, shall be entitled to a teaching position commensurate with her qualifications and experience.

(iii) Apart-time teacher shall be entitled to return to a teaching position which includes the same number of hours per week but not necessarily the same times or class levels.

(k) Replacement Teachers

(i) A replacement teacher is a teacher specifically engaged as such and as a result of a teacher proceeding on maternity leave provided however that a replacement teacher does not have to fill the job vacated by the employee proceeding on maternity leave.

(ii) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the teacher who is being replaced.

(iii) Before an employer engages a person to replace a teacher temporarily promoted or transferred in order to replace a teacher exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the teacher who is being replaced.

(iv) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

(v) A replacement teacher shall not be entitled to any of the rights conferred by this clause except where her employment continues beyond the 12 months' qualifying period.

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15. PART-TIME TEACHERS

(a) Pro Rata Payment

A part-time teacher who teaches five hours or more per week shall be paid pro rata of the rate that the teacher would be entitled to receive as a full-time teacher.

The pro rata weekly salary shall be assessed according to the following formula:

Hours of face to face teaching x weekly salary / hours of a full-time teacher's face to face teaching.

Notes:

(i) A part-time teacher may be expected to undertake a proportionate number of other duties normally expected of full-time teachers.

(ii) The duties to be performed and lessons to be taken by a part-time teacher shall be set out in writing by the employer upon the engagement of the teacher and at the beginning of each teaching year or at any other time when a variation occurs.

(iii) The salary of a part-time teacher who opts not to undertake a proportionate number of duties normally expected of fulltime teachers shall be assessed according to the following formula:

Hours of face to face teaching x weekly salary / number of teaching hours in a normal teaching cycle/week.

(b) Hourly Rate

(i) Apart-time teacher who is employed for less than five hours per week, may be paid as above or at an hourly rate for the time actually taught.

(ii) The duties and number of hours required (including face to face teaching) to be undertaken by a part-time teacher shall be set out in writing by the employer upon the engagement of the teacher and at the beginning of each teaching year or at any other time when a variation occurs.

16. PAYMENT OF SALARIES

All moneys payable shall be paid:

(a) once each fortnight throughout the school year; or

(b) once every month during the school year provided that such monthly payment shall be made on or before the 25th day of each month.

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17. PROTECTIVE CLOTHING

Where protective clothing is deemed necessary by the employer for the performance of duties, such clothing shall be either provided by the employer or cleaning costs incurred by the teacher shall be reimbursed.

18. PUBLIC HOLIDAYS

No teacher, except those with boarding house duties, will be required to attend school or perform any school duties whatsoever on a public holiday. The public holidays covered by this are New Year's Day, Australia Day, Hobart Regatta Day (Southern Tasmania), Eight Hour Day, Good Friday, Easter Monday, Easter Tuesday, Anzac Day, Queen's Birthday, Show Day (as defined), Recreation Day (Northern Tasmania), Christmas Day and Boxing Day.

"Show Day" means not more than one local show day on an employee's ordinary working day, in the city, town or district in which the employee is employed; or such other day which, in the absence of such a local show day, is agreed on by the teachers and employer.

19. REPLACEMENT TEACHERS

(a) Replacement teachers may be employed on either a full-time or parttime basis.

(b) Replacement teachers shall be paid the rate specified in Clause 8 hereof based on their experience as a teacher and qualifications and shall be entitled to all entitlement under the award including pro rata benefits pursuant to Clause 9 (Annual Leave [Other than Emergency Teachers]) and Clause 20 (Sick Leave).

(c) Before a replacement teacher is employed, the employer shall inform that person in writing of the temporary nature of the employment, the benefits which are applicable and the rights under this award of any teachers who are being replaced.

(d) The termination of employment of a replacement teacher shall be the expiry of the period of employment or in accordance with the provisions of Clause 22 (Termination of Employment) hereof.

20. SICK LEAVE

(a) A teacher, other than one engaged as an emergency teacher, who is absent from work on account of personal illness or on account of injury by accident shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations:

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(i) he/she shall not be entitled to such leave of absence for any periods in respect of which he/she is entitled to workers' compensation;

(ii) he/she shall, prior to the commencement of such absence, inform the employer of his/her inability to attend for work, and as far as may be practicable, state the nature of the illness or injury and the estimated duration of the absence;

(iii) he/she shall prove to the satisfaction of the employer (or in the event of a dispute, the Tasmanian Industrial Commission), that he/she was unable on account of such illness or injury to attend for work on the day or days for which the sick leave is claimed;

(iv) in the first year of employment with an employer he/she shall be entitled to 20 school days sick leave and in every year thereafter he/she shall be entitled to 10 school days sick leave.

(b) Up to 10 school days sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a)(iv) of this clause which has in any year not been allowed to an employee by an employer as paid sick leave shall be allowed to an employee by an employer in a subsequent year without diminution of the sick leave prescribed in respect of that year.

(c) An employer shall not be required to make any payment in respect of accumulated sick leave credits to an employee who is discharged or leaves his/her employment, or for any time an employee is absent from work without producing satisfactory evidence of personal illness.

(d) In cases where the leave of a teacher has been exhausted and the employer considers that extenuating circumstances exist it may in its discretion grant further leave with pay.

(e) A part-time teacher is entitled to sick leave credits in the same proportion to the number of sick days to which a full-time employee is entitled.

21. SPECIAL LEAVE

The employer may grant special leave to any teacher on such terms and conditions as deemed appropriate for special events such as examinations, moving residence, adoption or paternity.

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22. TERMINATION OF EMPLOYMENT

Except in the case of an emergency teacher whose engagement shall be by the day, a teacher's employment may be terminated by the employer after giving the teacher one teaching term's notice in writing or alternatively immediately effective notice in writing together with one term's pay in lieu of notice OR by the teacher giving the employer one teaching term's notice in writing expiring at the end of a teaching term, provided always that a teacher's employment may be terminated forthwith without any notice or payment in lieu of notice on the grounds of serious default or misconduct.

A. Robinson
DEPUTY PRESIDENT

20 January 1989