

T14723 OF 2019



*Industrial Relations Act 1984*  
s55 Industrial Agreement

# TasTAFE TEACHING STAFF INDUSTRIAL AGREEMENT 2019

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 2019.

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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 2018 and the TasTAFE Teaching Staff Industrial Agreement 2017.
- 4.2 This Agreement applies with effect from 1 July 2019 and will remain in force until 30 June 2021.
- 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, 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 (including face-to-face, teleconferences, video conferences etc) 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.

**'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) 2.3% per annum with effect from the first full pay period commencing on or after (ffppcooa) 1 March 2020.
- (ii) 2.3% per annum with effect from the ffppcooa 1 March 2021.

Schedule 1 of this Agreement sets out the annual rates of pay effective ffppcooa 1 March 2020 and ffppcooa 1 March 2021 for employees covered by the Award.



As of the date of registration, Band 1, Level 1 will be removed from the classification structure. All employees at Band 1, Level 1 will transition to Band 1, Level 2 as of the date of registration.

## **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.
- 19.3 **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 SESSIONAL EMPLOYEES

- 21.1 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.





21.2 An increase in the proportion of sessional employees shall only occur following consultation with and the agreement of the union.

21.3 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 7 hours with an unpaid meal break after a maximum of 5 continuous hours of work.

21.4 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.

21.5 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.

21.6 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.

21.7 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 ongoing 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.

21.8 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.

## 22 TEACHING AND DELIVERY REQUIREMENTS

### 22.1 Delivery modes

- (i) The delivery modes are:
  - a. direct learning;
  - b. workplace learning; and
  - c. 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).

### 22.2 Hours

- (i) 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:

- a. Delivery Activities – up to 1300 hours per annum
- b. Development Activities – nominally 100 hours per annum

### 22.3 Direct Learning

- (i) 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.

- (ii) The remaining compulsory hours of work shall incorporate duties related to teaching (DRTT).
- (iii) 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.

### 22.4 Workplace Learning

- (i) 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 related to teaching (DRTT) including preparation, assessment and development activities.

### 22.5 Distance/Flexible Learning

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

### 22.6 Mixed Mode

- (i) 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.

### 22.7 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.

## 23 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.

## 24 ANNUAL PLANNING

TasTAFE and AEU will develop a yearly teaching planning process and necessary policies and procedures within 6 months of the Agreement being registered.

## 25 REVIEW OF WORKLOAD

25.1 That a working party of TasTAFE and AEU representatives be established to undertake a review of key workload issues. This review is to be commenced within the first 12 months of the Agreement being registered and will be completed prior to the expiry of this Agreement. The scope of this review will be:

- (i) Modes of Delivery – direct teaching, indirect teaching and mixed mode delivery



- a. Specifically the tasks undertaken in each mode – both teaching and duties related to teaching
- b. Workload variations for the various modes of delivery
- c. Definitions of teaching activities associated with the modes of delivery
- d. Best practice teaching for each of the modes of delivery.

Any recommendations arising from the review will be genuinely considered by the parties.

## 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 CAREER STRUCTURE**

- 28.1 The parties agree that the current incremental scale needs to be reviewed in order to provide an approved career path which provides opportunities and incentives for teachers to grow and develop professionally and pursue teaching promotions.
- 28.2 The parties commit to the development of a structured induction program for new and aspiring managers. This program will be developed during the life of the agreement and will include information on the following; Industrial relations (an overview of industrial instruments), human resource management (including TasTAFE policies and procedures), people management, workplace culture, ASQA compliance, RTO compliance, TEAC policies, teacher registration requirements and meeting skills.

## **29 WORKPLACE CONSULTATIVE COMMITTEES**

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



### 30 CONSULTATION AND CHANGE

- 30.1 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

- 30.2 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.
- 30.3 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.

### 31 GRIEVANCE AND DISPUTE SETTLING PROCEDURE

- 31.1 The parties are committed to avoiding industrial disputation about the application of this Agreement.
- 31.2 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.
- 31.3 Where a grievance or dispute is being dealt with under this process, normal work will continue.
- 33.4 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.





## 32 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: .....

Date: .....

SIGNED FOR AND ON BEHALF OF

*TAFE Division President*  
Australian Education Union, Tasmanian Branch

Signed: .....

Name: .....

Date: .....





SIGNED FOR AND ON BEHALF OF *TAFE Division Vice President*

Australian Education Union, Tasmanian Branch

Signed: .....

Name: .....

*Damian von Samorzewski*

Date: .....

*16 Dec 2019*







## HOURLY RATES FOR SESSIONAL EMPLOYEES

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

Classification	Salary Scale Teacher	Current	2.3% increase from FFPPCOOA I March 2020	2.3% increase from FFPPCOOA I March 2021
Sessional Employee 1	Band 1, Level 3	\$67.52	\$69.07	\$70.66
Sessional Employee 2	Band 1, Level 4	\$71.18	\$72.82	\$74.49
Sessional Employee 3	Band 1, Level 5	\$74.66	\$76.37	\$78.13
Sessional Employee 4	Band 1, Level 6	\$78.50	\$80.30	\$82.15
Sessional Employee 5	Band 1, Level 7	\$82.49	\$84.39	\$86.33
Sessional Employee 6	Band 1, Level 8	\$86.32	\$88.30	\$90.34
Sessional Employee 7	Band 1; Level 9	\$89.30	\$91.36	\$93.46

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

Band 1 salary per annum divided by 1820 = hourly rate plus 67.5% = loaded hourly rate



## SCHEDULE I

### ANNUAL SALARIES

Classification	Current salary from August 2019	2.3% increase from FFPPCOOA 1 March 2020	2.3% increase from FFPPCOOA 1 March 2021
Band 1, Level 2	\$67,032	\$68,574	\$70,151
Band 1, Level 3	\$73,359	\$75,046	\$76,772
Band 1, Level 4	\$77,342	\$79,121	\$80,941
Band 1, Level 5	\$81,115	\$82,981	\$84,890
Band 1, Level 6	\$85,291	\$87,253	\$89,260
Band 1, Level 7	\$89,632	\$91,694	\$93,803
Band 1, Level 8	\$93,792	\$95,949	\$98,156
Band 1, Level 9	\$97,037	\$99,269	\$101,552
Band 2, Level 1	\$105,107	\$107,524	\$109,997
Band 2, Level 2	\$109,884	\$112,411	\$114,996
Band 3, Level 1	\$105,107	\$107,524	\$109,997
Band 3, Level 2	\$111,821	\$114,393	\$117,024
Band 3, Level 3	\$117,634	\$120,340	\$123,108
Band 3, Level 4	\$126,381	\$129,288	\$132,262
Band 3, Level 5	\$134,160	\$137,246	\$140,403
Band 3, Level 6	\$139,076	\$142,275	\$145,547
Band 3, Level 7	\$143,638	\$146,942	\$150,322
Band 3, Level 8	\$149,146	\$152,576	\$156,085

## SIGNATORIES

SIGNED FOR AND ON BEHALF OF

The Minister administering the *State Service Act 2000*

Signed: .....

Name: .....

Date: .....

SIGNED FOR AND ON BEHALF OF

Australian Education Union, Tasmanian Branch

Signed: .....

Name: .....

Date: .....





SIGNED FOR AND ON BEHALF OF

Australian Education Union, Tasmanian Branch

Signed: .....

Name: .....

Date: .....