

T13290 of 2008

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TASMANIAN INDUSTRIAL COMMISSION

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

Australian Education Union, Tasmanian Branch

and

Minister Administering the State Service Act 2000

**TAFE TASMANIA TEACHERS'
AGREEMENT 2008**



1. TITLE

This Agreement shall be known as the TAFE Tasmania Teachers' Agreement 2008.

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3. APPLICATION

This Agreement is between the Minister Administering the *State Service Act 2000* and the Australian Education Union, Tasmanian Branch and is to apply to all persons employed under the *State Service Act 2000* in TAFE Tasmania and assigned classifications contained in this Agreement and shall continue to apply in any successor entity.

4. PERIOD OF OPERATION

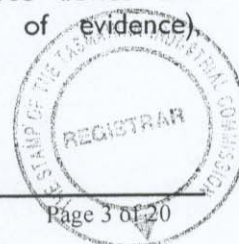
This Agreement shall come into operation from the date of registration and will remain in force for a period of three years.

5. RELATIONSHIP TO AWARDS

All employees including sessional employees covered by this Agreement are, except for this Agreement, entitled only to the provisions contained within the Tasmanian TAFE Teachers' Award. The terms of this Agreement shall prevail over the terms of this Award to the extent of any inconsistency.

6. DEFINITIONS

- (I) **"Advanced Skills Teacher I (ASTI)"** - means an employee appointed as such, who has advanced teaching skills and provides educational leadership, guidance and mentoring to employees in respect to preparation, delivery and assessment, evaluation and other techniques related to teaching duties.
- (II) **"Associated Duties"** - means preparation and, where appropriate assessment and associated activities required in undertaking sessional teaching.
- (III) **"Award"** - means the Tasmanian TAFE Teachers Award.
- (IV) **"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.
- (V) **"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, workplace health and safety participation, assessment validation activities.
- (VI) **"Direct Learning"** - means face-to-face delivery, assessment activities and recognition functions.
- (VII) **"Distance Learning"** - means off campus, internet, multimedia, on-line and related learning modes; and in support of these modes:
 - assessment activities;
 - recognition functions;
 - 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;
 - development and maintenance of learning and assessment resources, enrolments and course advice.
- (VIII) **"Duties Other Than Teaching (DOTT)"** - means those duties exclusive of direct learning and includes but is not limited to preparation associated with delivery and assessment, marking and record keeping, development, review and maintenance of learning and assessment resources, course advice and enrolments, recognition functions (desktop assessment of evidence), development activities, professional development.



- (IX) **"Employee(s)"** - means a person employed in TAFE Tasmania and appointed under the provisions of the *State Service Act 2000* to a classification contained in this Agreement.
- (X) **"Employer"** means – the Minister administering the *State Service Act 2000*.
- (XI) **"Head of Agency"** – means the Chief Executive Officer of TAFE Tasmania.
- (XII) **"Mixed Mode"** – means when an employee works in more than one delivery mode whereby the hours are allocated on a pro-rata basis.
- (XIII) **"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 curriculum development or teaching pedagogy.
- (XIV) **"Session"** - means a period of time on any one occasion during which direct learning or associated duties occurs.
- (XV) **"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.
- (XVI) **"Teacher"** – means an employee appointed as such to undertake teaching duties.
- (XVII) **"Team Leader"** – means an employee appointed as such, to teach and to lead and direct the teaching program and administration of a team with an emphasis on innovative delivery that meets enterprise client needs and commercial activity.
- (XVIII) **"Union"** – means the Australian Education Union, Tasmanian Branch.
- (XIX) **"Workplace Learning"** – means on-the-job assessment and related activities including:
- sign ups;
 - monitoring;
 - travel;
 - marking and record keeping;
 - recognition functions;
 - 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
 - development and maintenance of learning and assessment resources.

7. CLASSIFICATIONS AND SALARIES

An employee appointed to or promoted to or assigned duties to a classification contained in this clause shall be paid at the salary rate determined for the relevant classifications as set out below. These salary rates are effective from the beginning of the first full pay period to commence on or after 1 March 2008.

7.1 Salary Scale

Classification		Annual Salary
Teacher	1 st year of service	\$45,875
	2 nd year of service	\$49,137
	3 rd year of service	\$53,393
	4 th year of service	\$56,693
	5 th year of service	\$59,107
	6 th year of service	\$62,236
	7 th year of service	\$65,465
	8 th year of service	\$68,649
ASTI	By appointment	\$70,909
Team Leader 1 (HOD1)	By promotion	\$76,783
Team Leader 2 (HOD2)	By promotion	\$80,549

7.2. Salary Increments

- (I) Except where otherwise specifically determined by this agreement, or where inconsistent with any Act, an employee while appointed as a teacher, and who for not less than twelve months has been in receipt of a salary less than the maximum salary prescribed for such, shall be entitled to receive the annual increment prescribed until the maximum salary is reached.

PROVIDED ALWAYS that an employee who was an employee on the date of this agreement shall be entitled to receive such increment on the anniversary of the date upon which the last salary increment was received.

- (II) Notwithstanding anything contained in this Agreement, no employee shall be entitled to receive any increase in salary by virtue of this Agreement unless, in the opinion of the Head of Agency, the employee's conduct diligence and efficiency during the twelve months immediately prior to the date from which such increase would be payable has been satisfactory.

7.3 Sessional Employees

- (I) A sessional employee shall be paid the appropriate hourly rate outlined below:

Classification	Loaded Hourly Rate (67.50%)	Salary Scale Teacher
Sessional Employee 1	47.22	3 rd year of service
Sessional Employee 2	50.14	4 th year of service
Sessional Employee 3	52.28	5 th year of service
Sessional Employee 4	55.04	6 th year of service
Sessional Employee 5	57.90	7 th year of service
Sessional Employee 6	60.72	8 th year of service
Sessional Employee 7	62.71	ASTI



- (II) Access to the ASTI classification at Sessional Employee 7 shall be subject to meeting the guidelines and criteria for advancement as determined by the employer in consultation with the union.
- (III) 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 Clause 10 of this Agreement), 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.
- (IV) The loaded hourly rate for sessional employees also incorporates a loading of 37.5% for associated duties.

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 Clause 7.3(1) for all delivery undertaken before 7:00 am or after 7:00 pm.

- (V) 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.
- (VI) 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.
- (VII) The loaded hourly rate outlined herein shall be adjusted in accordance with the percentage increase as determined through parity salary arrangements outlined in Clause 8, effective from the beginning of the first full pay period to commence on or after 1 March 2009.

8. SALARY PARITY ARRANGEMENTS

- 8.1. During the life of this Agreement the salaries of employees will be adjusted to equate to the average of:
 - (I) The maximum of the base grade teacher scale that applies as at 1 January of each year in Government TAFE systems of all Australian States and Territories, excluding Tasmania.
 - (II) For the purpose of this clause the relevant base grade teacher classification in each State and Territory that will be used for the purpose of the calculation shall be as outlined in the table below:

State/Territory	Classification
NSW	Step 13
ACT	TB1.8
QLD	Step 7
WA	Grade 9
SA	Step 8
VIC	T4.2
NT	Category 2 Level 10



- (III) The salary rate applicable to (II) above is to be calculated by reference to the relevant scale that applied in each State and Territory on 1 January in that year, and not any other date including that which may apply from the commencement of the first pay period after that date.
- (IV) The recreation leave allowance (annual leave loading) payable to employees covered by this Agreement is incorporated into the fortnightly remuneration paid to employees. Therefore, for the purpose of determining the salary adjustment under Clause 8.2 the equivalent of such recreation leave allowance will not be included when calculating annual remuneration.

For the purposes of this Agreement the annual leave loading figure shall commence at \$782.00 per annum and this figure is to be increased by the percentage difference outlined in 8.2 (IV).

8.2. The formula for the calculation of salary adjustment shall be as follows:

- (I) establish the overall total of the relevant per annum salaries (as outlined in 8.1(ii) above) in the seven States and Territories (less equivalent of annual leave loading where this has been incorporated in the salary of any State or Territory);
- (II) divide that total by 7 to establish the average per annum salary on a national basis at a point in time;
- (III) subtract the existing Tasmanian 8th year of service rate from the new national average to obtain the per annum difference in salary;
- (IV) divide the per annum difference in salary by the existing Tasmanian 8th year of service rate to establish the relevant percentage difference (rounded to 2 decimal points);
- (V) apply the percentage to all salaries within the salary scale in this Agreement.

PROVIDED that for the purpose of this subclause an additional 0.5% will be added to the overall salary adjustment for the 2008 year in accordance with 8.3a below.

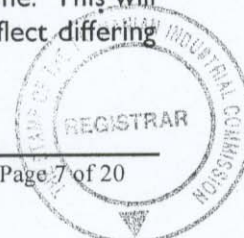
8.3. Each salary adjustment will apply from the beginning of the first full pay period to commence on or after:

- a. 1 March 2008
- b. 1 March 2009
- c. 1 March 2010

8.4. A final salary adjustment will apply on and from the beginning of the last pay period in February 2011.

9. SALARY SACRIFICE

- 9.1 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 1999, subject to compliance with any Tasmanian or Commonwealth Government directive and legislation.
- 9.2 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.



- 9.3 Employees may also sacrifice a proportion of salary in respect of some fringe benefits. Examples include:
- superannuation
 - work-related computer software.
- 9.4 Administrative costs incurred as a result of an employee entering into or amending a salary sacrifice agreement will be met by the employee.
- 9.5 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.
- 9.6 An employee may amend or withdraw a salary sacrifice arrangement at any time.

10. SESSIONAL EMPLOYEES

- 10.1 The overall proportion of sessional employees shall not exceed a maximum of fifteen percent (15%) of the total budgeted teaching salary costs, including sessional employment, in any one calendar year.
- 10.2 An increase in the proportion of sessional employees shall only occur following consultation with and the agreement of the union.
- 10.3 A session on campus is to extend for a minimum of 3 hours, other than in General Education teams (i.e. Languages, Pathways, Workplace Learning Services and Start @ TAFE) or related programs 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.
- 10.4 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.

- 10.5 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.
- 10.6 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.

- 10.7 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:

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

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

10.8 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 a specific package, program or course; and/or
- (III) respond to industry needs or demand including, but not limited to, open tender or commercial business; and/or
- (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 subclause short term means a maximum of fourteen (14) weeks.

10.9 A sessional employee is entitled to bereavement leave with pay in accordance with Clause 17 of this Agreement, pro-rata in proportion to sessions worked.

10.10 A sessional employee who is called for jury service is allowed the necessary leave of absence with pay in accordance with sessions worked and is not to be paid jury fees, but only out-of-pocket expenses allowed by the employer, unless the jury service falls on a day that sessions of teaching are not undertaken or the jury fees are more than the loaded hourly rate.

The sessional employee must advise the employer as soon as the notification that the employee is required for jury service is received.

11. HOURS OF WORK

11.1 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.

11.2 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.

11.3 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.

11.4 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.

Delivery Requirements

11.5 The primary delivery modes are direct learning, workplace learning and distance learning. An employee may be required to deliver exclusively in one mode or may deliver in a combination of modes (i.e. mixed mode).

11.6 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:

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

11.7 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 other than teaching (DOTT) including preparation, assessment and development activities.

11.8 All distance learning activities are undertaken on the same basis as workplace learning.

11.9 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 other than teaching (DOTT).

(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.



11.10 **Mixed Mode**

A full-time employee working in a combination of Workplace, Distance 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.

- 11.11 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 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 Training and Assessment or the Bachelor of Adult and Vocational Education.

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.

11.12 **Team Leaders**

- (I) The ordinary hours of work for a full-time Team Leader shall be 35 per week, excluding time allocated for meal breaks.
- (II) A full-time Team Leader 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:

- Delivery Activities – up to 867 hours per annum (incorporating a direct learning load of up to 476 hours)
- Development Activities – nominally 100 hours per annum
- Management and administration activities – nominally 433 hours per annum. These activities shall focus on the leadership, direction, and mentoring of a team, client liaison and raising of competitive revenue so as to ensure that effective, high quality teaching is delivered that meets client needs.

12. OVERTIME AND PENALTY PAYMENTS (EXCLUDING CASUAL AND SESSIONAL EMPLOYEES)

- 12.1 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.

- 12.2 Subject to Clause 11, 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 TAFE 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 Clause 12(g) 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 Clause 12(g) 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 11.10 of this Agreement), payment shall occur as prescribed under Clause 12(g) of the Award.

PROVIDED FURTHER that an employee who receives weekly overtime penalties cannot receive any payment for excess hours, as prescribed under Clause 12(g) of the Award, for those hours already claimed.

12.3 All overtime that has been completed in accordance with Clauses 12.1 and 12.2 shall be paid at the ordinary rate as follows:

- Monday to Friday: first 3 hours time and one half, double time thereafter;
- Saturday and Sunday: double time;
- 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 Subclause 12.3.

12.4 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.

12.5 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:

- a. any risk to employee health and safety;
- b. the employee's personal circumstances including any family responsibilities;
- c. the needs of the workplace or enterprise;

- d. the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- e. any other relevant matter.

13. EXCESSIVE WORKLOADS

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

- 13.1. The employer will ensure that Team Leaders are aware that the tasks allocated to employees must not exceed what can reasonably be performed in the hours for which they are employed.
- 13.2. The employer will ensure that Team Leaders 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.
- 13.3. In most circumstances vacancies will be filled within three months. If it appears likely that will not be the case, Team leaders will consult affected employees, giving the reasons why the vacancy will not be filled and advising how the workloads will be managed having regard to 13.1 and 13.2 above.
- 13.4. In most circumstances temporary vacancies will be filled as they arise. Where a vacancy is not to be filled Team Leaders will consult affected employees, giving the reasons why the vacancy will not be filled and advising how the workload will be managed having regard to 13.1 and 13.2 above.
- 13.5. The specific allocation or time tabling of workloads in direct learning or workplace learning is to be assigned by the Team Leader 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 11 Hours of Work.
- 13.6. An employee who believes that his or her workload may be excessive, can seek a review of such.
- 13.7. Any request for review is to be made to the employee's Team Leader in the first instance with a view to resolving the matter at the team level.
- 13.8. 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.
- 13.9. Any review of the reasonableness of workloads will be assessed having regard to:
 - the requirements of the workplace, team or enterprise client;
 - the equitable distribution of duties across all team members;
 - the skills, competencies, knowledge and experience of the employee;
 - the adequacy of DOTT to enable the required direct learning to be delivered;
 - the level of activities required in undertaking workplace learning;
 - any risk to employee health and safety; and
 - the employee's personal circumstances.

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

14. MEAL ALLOWANCES

Notwithstanding the provisions prescribed in Clause 9 – Allowances, sub-clause (d) Meal Allowances of the Award no meal allowances shall be paid unless the head of agency is satisfied that the employee was required to perform the duties at such a place and time that it was not reasonably practical for the employee to return to the normal place of residence for a meal, and that the employee, in the case where a meal is purchased, did in fact incur the expense claimed.

15. PUBLIC HOLIDAYS

Notwithstanding the entitlement to paid public holidays as prescribed in sub-clause 13(d) of the Award, employees shall not be entitled to paid public holidays in lieu of those days that fall during a period of compulsory leave.

16. RECREATION LEAVE

16.1 Entitlement

- (I) An employee is entitled to a maximum of 11 weeks (55 days) recreation leave for each completed year of service.
- (II) The recreation leave entitlement is calculated in accordance with the following formula:

$$\text{number of weeks worked} \times \frac{11}{41} \text{ less leave taken.}$$

PROVIDED that this formula will not change where the flexible component of recreation leave is reduced in accordance with Subclause 16.2 of this Agreement.

- (III) Where recreation leave is credited in advance the employee is required to complete sufficient work to earn that leave and should insufficient work be completed the employee will be required to repay any leave debit.
- (IV) Recreation Leave is comprised of 4 weeks (20 days) of compulsory leave and 7 weeks (35 days) of flexible leave for each completed year of service.
- (V) Compulsory leave is to be taken at the following times:
 - a. 16 days commencing on 24 December (or on the Friday prior to 24 December where the 24th is on a weekend) inclusive of any public holidays; and
 - b. 4 days commencing on Easter Tuesday each year.
- (VI) Flexible leave can be taken at any time during the year in a manner as agreed between the employer and the employee, subject to operational and business requirements of a particular team.
- (VII) Flexible leave is to be taken in the calendar year of accrual and is not to be carried forward to the next leave year other than in exceptional circumstances where the employee is required to do so at the request of the Head of Agency.



(VIII) Where an employee is injured or becomes ill while absent on flexible leave for a period of three (3) or more consecutive days the employer may, on receipt of a written application, credit the employee with a period of flexible leave which is equal to the number of working days during which the employee was injured or ill if:

- (i) the employee has sufficient sick leave credits to enable the number of working days during which the employee was injured or ill to be deducted; and
- (ii) a medical certificate from a registered health practitioner is provided relating to that illness or injury.

For the purpose of this subclause, registered health practitioner is as provided under the General Conditions of Employment Award.

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

16.2 Purchase of Flexible Leave

- (I) The flexible component of recreation leave may, following mutual agreement between the employer and the employee, be reduced to meet the needs of the employer.
- (II) Employees who enter into an agreement to reduce the flexible component of their recreation leave shall be:
 - (i) compensated for each week of leave foregone at a rate that is calculated on their annual salary per week, exclusive of all allowances;
 - (ii) required to complete an increased annual teaching load as a result of proceeding on less flexible leave and there will be no entitlement to excess hours as outlined under Clause 12 of this Agreement unless the increased annual teaching load, as a result of proceeding on less flexible leave, is exceeded.

PROVIDED that any such agreement shall be in writing and signed by both parties to the agreement, which will include details of the additional salary that will be received and the increased annual teaching load that is to be undertaken as a result of proceeding on less flexible leave.

PROVIDED FURTHER that an employee may rescind such agreement by notifying the employer in writing of their intention to do so. Any rescission will result in flexible leave being re-credited after the employee has repaid the relevant proportion of compensation previously paid in lieu of the leave.

PROVIDED ALWAYS that such arrangements are to be entered into on an annual basis.

16.3 Work During Periods of Compulsory Leave

- (I) An employee may, following mutual agreement between the employer and the employee, continue to undertake duties during periods of compulsory leave.

- (II) Employees who enter into an agreement to undertake duties during periods of compulsory leave shall either be:
 - a. re-credited with the equivalent period of leave which is to be taken in that calendar year; or
 - b. compensated for any leave foregone at a rate that is calculated on their annual salary per week.

16.4 Payment of Recreation Leave on Termination

- (I) Where the employment of an employee is terminated by resignation, retirement, dismissal, death or otherwise, and the employee's period of employment at the time of separation exceeds 20 consecutive working days, there shall be paid to the employee an allowance in lieu for pro-rata recreation leave, calculated in accordance with the formula outlined in Clause 16.1 (II) above.
- (II) Any pro-rata recreation leave payment may be reduced by one week (5 days) should an employee fail to provide at least 2 weeks notice, in writing, of that employee's intention to resign.

17. BEREAVEMENT LEAVE

In addition to the award provision, the entitlement to bereavement leave will be ten days paid leave in respect of the death of a mother, father, partner or child, with discretion for the Head of Agency to grant additional paid leave. A new clause will be included in the award to reflect these entitlements.

18. CARERS LEAVE

The award entitlement to carers leave will be increased to up to 10 days per annum to enable employees to care for members of their immediate family or household who are sick and require care and support. A new personal leave clause will be included in the award to reflect these entitlements.

19. WORKPLACE UNION REPRESENTATIVES

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

- 19.1. 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;
- 19.2. 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;
- 19.3. for union workplace forums, such as consultative delegates' and worksite committees and reasonable access to information about the workplace;



- 19.4. to reasonable paid time:
- to represent the interests of members to the employer and in industrial tribunals;
 - to participate in the operation of the union;
 - to research and prepare prior to all negotiations with management;
 - for an opportunity to explain the benefits of union membership to employees including new employees, upon entering employment;
- 19.5. to call meetings of members to discuss union business;
- 19.6. 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.
- 19.7. 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 (a) 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.
- 19.8. 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.



20. FAMILY-FRIENDLY WORKING ARRANGEMENTS

- 20.1. 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.
- 20.2. 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.
- 20.3. In considering an employee's request for flexible work arrangements, the employer will take into account the employee's family and other, relevant, commitments.
- 20.4. 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.

21. 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, upon the production of supporting documentation.

22. BREASTFEEDING FACILITIES

In order that employees can better combine the demands of work and motherhood, an area suitable for breastfeeding employees will be made available in the workplace wherever practicable.

23. PROTECTIVE CLOTHING

- 23.1. Where, on the determination of the Head of Agency an employee's official duties are such as to necessitate the wearing of protective clothing, including wet weather gear, such protective clothing or wet weather gear shall be supplied free of cost to the employee.
- 23.2. An employee supplied with protective clothing or wet weather gear on leaving the service of her/his Agency shall, if required to do so by the Head of Agency, return such protective clothing or wet weather gear which is still in use by her/him immediately prior to her/him leaving.

24. DISPUTE SETTLING PROCEDURES

- 24.1 In the first instance any dispute arising out of the operation of this Agreement shall be raised by the employee(s) with their immediate supervisor. The employee(s) may choose to be represented or assisted with the issue(s) by a workplace union delegate or by another employee of their choice.



- 24.2 In circumstances where discussions fail to resolve the dispute, the issue(s) will be referred to the appropriate union (if applicable) and to management representatives. If the issue(s) remain unresolved, either party may refer the dispute to the Tasmanian Industrial Commission for conciliation/arbitration and settlement.
- 24.3 Whilst a dispute is being dealt with through this process the status quo will remain and work will continue without disruption.
- 24.4 However where a safety issue is involved immediate priority will be given to the resolution of it having regard to recognised safety standards and relevant legislation. This may involve the cessation of work where an employee's safety is at risk.
- 24.5 The operation of this clause does not remove or lessen the right of an employee to seek redress through the provisions of the *State Service Act 2000* or any other applicable legislation.

25. CONSULTATION AND CHANGE

- 25.1. 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.
- 25.2. Employer's duty to consult
- 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.
- 25.3. 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.

26. NO EXTRA CLAIMS

The Union party to this Agreement undertakes that, for the life of this Agreement, they will not make any additional claims relating to any matter included in this Agreement.



27. SIGNATORIES

This Agreement is made at Hobart on this 15th day of October 2008

SIGNED FOR AND ON BEHALF OF

President TAFE Division, Australian Education Union, Tasmanian Branch

[Signature]
SIGNED

10 / 10 / 08
Date

Vice President TAFE Division, Australian Education Union, Tasmanian Branch

[Signature]
SIGNED

10 / 10 / 08
Date

SIGNED FOR AND ON BEHALF OF

Minister Administering the State Service Act 2000

[Signature]
SIGNED

13 / 10 / 08
Date



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