

**TASMANIAN INDUSTRIAL COMMISSION**

**Industrial Relations Act 1984**

s23 application for award or variation of award

**Minister administering the State Service Act 2000**

(T13783 of 2011)

**Minister administering the State Service Act 2000**

(T13784 of 2011)

**TEACHING SERVICE (TASMANIAN PUBLIC SECTOR) AWARD**

**Award variation - supported wage increased to \$75.50 – work-related allowances increased by 1.81% and 2.92% - consent order issued - operative date ffpp 1 August 2011**

**ORDER BY CONSENT -**

**No. 3 of 2011  
(Consolidated)**

AMEND THE **TEACHING SERVICE (TASMANIAN PUBLIC SECTOR) AWARD** BY INSERTING IN PART III - SALARIES AND RELATED MATTERS A NEW CLAUSE - SUPPORTED WAGE SYSTEM FOR PERSONS WITH DISABILITIES; AND BY VARYING PART IV CLAUSE 6 - ALLOWANCES, CLAUSE 4 - FIRST AID ALLOWANCE; AND THE AWARD IS CONSOLIDATED:

## PART I – APPLICATION AND OPERATION OF AWARD

**1. TITLE:** Teaching Service (Tasmanian Public Sector) Award.

### **2. INDEX**

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### **3. SCOPE**

This award is established in respect of employees employed under the terms of the *State Service Act 2000* in the Department of Education and who occupy positions whose duties are encompassed by the classification definitions of this award.

### **4. DATE OF OPERATION**

This award will come into operation from the first full pay period to commence on or after 1 August 2011.

### **5. AWARD INTEREST**

- (a) The following employee organisation is deemed to have an interest in this award pursuant to Section 63(10) of the *Industrial Relations Act 1984*,
- The Australian Education Union, Tasmanian Branch,
- (b) The employer deemed to be an employer organisation having an interest in this award, under Section 62(4) of the *Industrial Relations Act 1984* is;

The Minister Administering the *State Service Act 2000*.

## **6. SUPERSESSION**

This award supersedes the Teaching Service (Tasmanian Public Sector) Award No. 2 of 2011 (Consolidated).

## **7. DEFINITIONS**

**College** means a Campus of the Tasmanian Academy which enrolls students in years 11 and 12.

**Department** means Department of Education.

**Employer** means the Minister Administering the *State Service Act 2000*.

**Expression of interest** means an application by an employee in response to a notification by the employer of the existence of a fixed-term vacancy within the Department

**School** means a worksite established by the Department for the purpose of providing instruction or support of instruction.

**School and college year** means the total number of working days in each calendar year that schools and colleges are open for students.

**Secretary** means the Head of the Department of Education.

**Special school** means a school maintained by the State for the provision of special education (which is the process of providing additional services for any child or other person whose educational progress would be seriously endangered without special help).

**Tasmanian Academy** means the eight senior secondary colleges.

**Teaching staff** means employees who occupy positions classified under this award as Teacher, Advanced skills teacher, Assistant principal, Principal, School Psychologists and Senior School Psychologists.

## PART II EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

### 1. EMPLOYMENT CATEGORIES

**Employee** means a person employed under the provisions of the *State Service Act 2000*.

**Fixed Term employee** means a person who either:

- (a) is employed to relieve a full-time or part-time employee for specific periods of leave; or
- (b) is employed for specific duties over a period of time determined by the employer.

**Provided that** the employment of a person under paragraph (a) or paragraph (b) above shall require of the employer that the period of engagement be specified as to the number of hours, days or weeks to be worked; with the further proviso that where the period of engagement is specified as twenty consecutive working days or less the terms of employment shall be the same as those defined for relief employees.

**Permanent Full-time employee** means a person engaged to work for the ordinary hours prescribed.

**Permanent Part-time employee** means a person other than a full-time or relief employee, engaged to work regularly in each pay period for less hours than an equivalently-classified full-time employee.

Part-time employees are entitled to pro rata conditions of employment according to the fraction of their appointment.

**Relief employee** means a person engaged to teach on an irregular basis by the employer as and when required but does not include any person employed on a part-time, full-time or permanent basis.

### 2. INSTRUCTIONAL LOAD

Instructional load means regularly timetabled face-to-face instruction of students and includes:

- (a) timetabled class teacher periods when a class is together for the purpose of receiving administrative instruction and discussing problems which are common to the group;
- (b) timetabled electives offered in the school curriculum;
- (c) timetabled tutorial periods;
- (d) timetabled pastoral care periods; and
- (e) timetabled periods for recreational and sporting activity.

**PROVIDED that** time spent with a class for the sole purpose of supervision shall not form part of the instructional load.

For the purpose of this definition additional activities that are voluntarily undertaken by teaching staff, and are not approved variations of their instructional load will not form part of the instructional load

The instructional load in each fortnight for a full-time teacher classified within Band 1, shall be no more than:

- (a) Kindergarten to Grade 6 - 44 hours per fortnight;
- (b) Grades 7-12 - 40 hours per fortnight;
- (c) Every hour of instructional load (as defined) undertaken after 5.00 p.m. shall be counted as 1.5 hours towards an employee's fortnightly instructional load.
- (d) Approved time spent after 5.00 pm by VET teachers on workplace visits for the purpose of student assessment will be credited at the rate of time and one half against the teacher's fortnightly instructional load.

### **3. NEW APPOINTMENTS AND PROMOTIONS**

Except where otherwise specifically determined in this award, the commencing salary to a person or employee either on first appointment or on promotion to a position within a Band, Level of a classification in respect of which salary scales are prescribed by this award shall be the minimum salary for that position on the appropriate scale, except in any case where in the opinion of the employer, the qualifications and practical experience of such person or employee justify a higher salary.

- (a) For the purposes of this clause a promotional position means a position higher than Band 1 Level 12.
- (b) For the purposes of this clause the promotion process means the advertising of a vacant position at the classification level of Band 2 or above, and the selection, on the basis of merit, of an employee to fill that position.

### **4. PROFESSIONAL DEVELOPMENT**

- (a) Without limiting its nature and extent professional development includes award bearing courses; agreed activities arising from the appraisal process; school/system initiated activities such as committees, seminars to introduce new curriculum, syllabus, methodology, administrative and conceptual changes; and activities for individuals or groups of staff members which have been approved by the employer.
- (b) It must be evident that the activity will provide employees with skills /knowledge which will either:
  - (i) enable them to better undertake their work; or

- (ii) enhance their career prospects; or
  - (iii) multi-skill them, thus enabling them to undertake a broader range of tasks within the department.
- (c) The parties agree that the establishment of professional development programs/activities shall be undertaken in consultation with employees occupying positions classified under this award.
- (d) All costs associated with standard fees for prescribed courses, prescribed textbooks and materials that are incurred in connection with the undertaking of professional development will be reimbursed by the employer upon production of receipts by the employee.

Travel and accommodation costs incurred by an employee undertaking professional development in accordance with this clause that exceed those normally incurred in travelling to and from work will be reimbursed by the employer upon production of evidence of such expenditure.

For the purposes of this award, "prescribed courses" are those professional development activities that have been approved by the employer and which the employee is required to attend.

## **5. TEACHER YEAR**

- (a) Teaching staff in schools other than colleges shall, in addition to when schools are open for students, be in attendance for:
- one day prior to the students' first school day of each year; and
- one day after the students' final school day of the year, except that teachers in schools in isolated areas (as defined) shall leave on the same day as students.
- (b) In respect of colleges, teaching staff shall commence and complete the teacher year one week earlier than teaching staff in schools.
- (c) Teaching staff in schools and colleges shall be in attendance for the equivalent of an additional five days per year. These five additional days may be utilised for such purposes as professional development, curriculum development, school planning or for such other purposes as determined by the employer.
- (d) Senior School Psychologists shall be in attendance for two weeks in addition to attendance days in (a) or (b) of this clause, at times mutually agreed to by the employer and employee.

## **6. TEACHER REGISTRATION**

The responsibility to maintain a current registration with the Teachers Registration Board rests with the individual teacher employee.

In accordance with the *Teachers Registration Act 2000*, a teacher employee must have a current registration issued by the Teachers Registration Board.

Except in circumstances beyond the employee's control, where a teacher employee is not currently registered as detailed above, the employee will not be paid salary until a current registration certificate is issued.

## **7. NOTICE OF TERMINATION**

(a) Notice of termination by employee

Employment is to be terminated by an employee by the giving of two week's notice to the employer or by the forfeiture of two weeks wages as the case may be.

(b) Notice of termination by employer

(i) Employment is to be terminated by the employer by the giving of notice in accordance with the following:

(ii)	<u>Period of Service</u>	<u>Period of Notice</u>
	From commencement and up to the completion of 3 years	2 weeks
	3 years and up over the completion of 5 years	3 weeks
	5 years and over	4 weeks

(iii) In addition to the period of notice provided an employee aged 45 years and older with 2 or more years of service is entitled to an additional week's notice.

(iv) Payment in lieu of the period of notice must be made if the appropriate period of notice is not given or in circumstances where it is agreed the period of notice is to be waived and payment in lieu substituted.

(c) Summary Dismissal

The employer has the right to dismiss an employee for serious misconduct or serious neglect of duty in such circumstances salary is to be paid up to the time of dismissal only.



## PART III – SALARIES AND RELATED MATTERS

### 1. SALARIES

A teacher employed in a classification listed in Clause 3 - Classification Definitions and Clause 4 - Classification Bands of this Part will be paid the minimum rate of salary, inclusive of recreation leave allowance, as listed for the relevant classification and band in the table as shown below:

<b>Classification</b>	<b>Salary Per Annum</b>
<b>BAND 1</b>	<b>\$</b>
Level 1	49,058
Level 2	50,599
Level 3	52,145
Level 4	53,682
Level 5	56,442
Level 6	59,349
Level 7	62,405
Level 8	65,624
Level 9	69,002
Level 10	72,512
Level 11	75,880
Level 12	78,509
<b>BAND 2</b>	85,035
<b>BAND 3</b>	
Level 1	85,035
Level 2	90,466
Level 3	95,169
Level 4	102,245
Level 5	108,538
Level 6	112,516
Level 7	116,207
Level 8	120,663
<b>BAND 4</b>	
Level 1	120,663
Level 2	124,889

### 2. SALARY PROGRESSION

- (a) Progression through the salary rates for a Band 1 employee will be by annual increments, having regard to the teacher acquiring skills and professional knowledge and applying these in the workplace over such a period. The skills and professional knowledge will be demonstrated by objective criteria developed through a consultative process between the Parties.

- (b) The employer may defer or refuse to advance a teacher in the incremental scale if the employee does not meet the criteria, provided that the following process has been undertaken:
- (i) where the performance of an employee is such as to make it probable that the next increment will not be recommended, the principal will counsel the employee and explain clearly the criteria that must be met and how the employee has failed to fulfil these criteria;
  - (ii) as part of this counselling the principal must provide every opportunity through mentoring, guidance and support to assist employees to meet the criteria;
  - (iii) the process outlined in subclauses (b)(i) and (b)(ii) of this clause must be commenced early enough to ensure the employee receives sufficient notice to enable improvement in performance to meet the required criteria. This period must be at least three months before a decision to defer or refuse an increment is taken.
- (c) Where a decision is made to defer or refuse an increment, the employee will be notified as soon as possible, in writing, and the reasons for the decision will be given.
- (d) An employee whose incremental advancement has been refused or deferred may seek to have the decision reviewed by lodging a written request through the dispute settling procedure in this award, Part VII, Clause 1 - Avoidance and Settlement of Disputes. If this review is successful, then the incremental advancement will be backdated to the original due date. The review process must be completed within two months of the request for the review being made.
- (e) The process outlined in subclause (b) must not in any way be utilised to replace the procedures for dealing with disciplinary or inefficiency matters.

### **3. CLASSIFICATION DEFINITIONS**

**Advanced skills teacher (AST)** means those positions classified at Band 2. Progress to this level is through appointment or promotion. The duties are instructional and classroom-based with employees demonstrating exemplary teaching practice. The statement of duties will define any additional curriculum and administrative responsibilities for a particular position.

Without limiting their nature and extent the additional responsibilities may involve the employee in advising the Principal on the management of a particular sector of the school or college; providing staff leadership and supervision; counselling and administrative duties.

**Assistant principal** means those positions classified at Band 3 Level 3 described as Assistant principal positions. Progress to this position is by appointment or promotion.

This position will embrace the peak classification of the advanced skills teacher concept as well as defining positions of assistant principal. The position description will define any additional curriculum and administrative responsibilities for a particular position. Without limiting their nature and extent, the additional responsibilities may involve the employee in assisting the Principal in the general management and administration of a school or college, and to act for the Principal as required.

**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 and shall include a two, three, four or five-year trained teacher.

**Education officer** means an employee appointed as such who is employed in one of the service branches of the Department, who holds either:

- (a) the qualifications for appointment as a three or four-year trained teacher as defined in this award; or
- (b) a degree or diploma, in an approved course of study, of a recognised university, college of advanced education, technical college or institute plus a wide practical experience in the field of work in which he/she is employed, where such qualification and practical experience are deemed by the employer to be of at least equivalent standard to that of a three-year trained teacher; or
- (c) specialist qualifications and practical experience in an appropriate field of work deemed by the employer to be at least equivalent of subclause (b).

**Four-year trained teacher** means a certificated teacher who:

- (a) has satisfactorily completed a four-year course at an approved teacher training institution; or
- (b) is a graduate of an approved university and in addition holds an approved Diploma of Education; or
- (c) possesses qualifications deemed by the employer to be at least equivalent to either one or other of the above.

**Five-year trained teacher** means a graduate of an approved university or other recognised tertiary institution who holds a degree requiring a minimum of four years full-time study, and in addition holds a Diploma of Education from an approved university or other recognised tertiary institution, or possesses qualifications equivalent thereto.

**Instrumental musician** means an employee appointed to work with individual students for the purpose of developing instrumental musician skills.

**Principal** refers to those positions in Band 3 which are described as Principal positions and which are required to take charge of the administrative and educational programme of a school or college. Progression shall be through appointment or promotion and shall be in accordance with the classifications as set out in Clause 4 – Classification Bands of this Part.

**Principal education officer** means a certificated teacher who holds the requirement for appointment as an Education Officer, and who in addition is responsible for directing the activities in a service area.

**Relevant superintendent** means the superintendent who as part of his/her duties has been allocated the responsibility of overseeing the administrative and educational programs of a number of schools/colleges within a district.

**School Psychologist** means an employee who is:

- (a) is registered as a psychologist within Tasmania in accordance with the provisions of the *Psychologists Registration Act 2000*; or
- (b) possesses a degree with a fourth year qualification in psychology which will enable registration following two years of supervised practice as a School Psychologist
- (c) Such a person is employed to work with preschool children and students in schools and colleges.
- (d) Without limiting the nature and extent of their work it may involve the employee in undertaking intellectual assessments; diagnosing learning difficulties; establishing remedial programs; counselling students; advising teachers; and liaising with parents.

**Senior education officer** means a certificated teacher classified at Band 2 who holds the requirements for appointment as an Education officer, and who in addition is responsible for the development and implementation of a particular education programme in a service area.

**Senior School Psychologist** means an employee who is qualified as a teacher and has progressed to this level through appointment or promotion and who:

- (a) is registered as a psychologist within Tasmania in accordance with the provisions of the *Psychologists Registration Act 2000*; or
- (b) possesses a degree with a fourth year qualification in psychology which will enable registration following two years of supervised practice as a School Psychologist.
- (c) Without limiting their nature and extent, as well as undertaking some case work and demonstrating exemplary skills, the Senior School Psychologist:
  - (i) is responsible for administrative and supervisory duties connected with the provision and coordination of services by School Psychologists;

- (ii) providing a supportive service to schools and families who may be experiencing difficulty managing the learning, behavioural and/or emotional problems of children.

**Senior superintendent** means a Band 4, Level 2 employee who is responsible for the educational and administrative management and leadership of schools and colleges in a District or for the provision of specialist policy and strategic advice about a particular education sector and is appointed as such.

**Superintendent** means a Band 4, Level 1 employee who is responsible for the educational management and leadership of a specific educational service project or policy component and is appointed as such.

**Supervising officer** means an employee who is classified at Band 2 or higher and who as part of his/her duties is responsible for overseeing the work of employee(s).

**Teacher** means an employee holding one or more of the following qualifications:

5-year trained;

4-year trained;

3-year trained;

2-year trained;

uncertificated;

for the purpose of teaching students Kindergarten to Grade 12 and who is classified within Band 1.

The duties are predominantly those of an instructional nature, normally classroom-based.

**Three-year trained teacher** means a certificated teacher who:

- (a) has satisfactorily completed a three-year course of college training at an approved teachers' college, university, college of advanced education or institute; or
- (b) is a graduate of an approved university and holds in addition the education subjects for the Tasmanian Teachers' Certificate; or
- (c) 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
- (d) possesses qualifications deemed by the employer to be at least equivalent to either one or other of the above.

**Training period** means that period of time normally required to complete the course undertaken.

**Two-year trained teacher** means a certificated teacher who:

- (a) 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
- (b) holds qualifications deemed by the employer to be at least equivalent thereto.

**Uncertificated teacher** means a teacher who is not qualified as a Certificated teacher.

### **Duties of Band 1 Level 12 employees**

#### **Teacher**

- (a) The significant role of this position is an instructional one, classroom-based with some additional curriculum and administrative duties.
- (b) The nature of the duties and responsibilities shall be determined at the school/college level by negotiation between the Band 1 Level 12 employee and the school/college planning committee. If agreement cannot be reached, the Principal shall make a determination which shall be final.
- (c) Where an Band 1 Level 12 employee is allocated non-teaching duties and responsibilities, then non-contact time shall be determined at the school/college level and provided from the individual school/college allocation.
- (d) Without limiting their nature and extent, the type of non-teaching duties that may be allocated are responsibility for a small subject department; coordination of the resources in a defined curriculum area; participation in the development of school policy and curriculum; and general education leadership and administrative duties.
- (e) A Band 1 Level 12 employee may also be responsible for trainee teachers from tertiary institutions; assisting in the induction programs for new teachers; and teaching or assisting teachers who teach students with learning difficulties/behaviour problems.

#### **School Psychologist**

- (a) The significant role of the Band 1 Level 12 School Psychologist is case-load work involving assessment, advisory and counselling services, with some additional training, induction, professional development and administrative duties.
- (b) The nature of the duties and responsibilities will be determined at the District level by negotiation between the Band 1 Level 12 School Psychologist and the Senior School Psychologist and the Principal. If agreement cannot be reached, the Manager (School Support) will make the final determination.
- (c) Where a Band 1 Level 12 School Psychologist is allocated non-case-load duties and responsibilities, then non-case load time shall be determined at the district level and provided.

- (d) Without limiting their nature and extent, the type of non-case-load duties that may be allocated include participation in the development and implementation of policy regarding guidance services; providing appropriate learning experiences for trainee students from Tertiary Institutions; providing an orientation/induction program for newly appointed School Psychologists; providing professional development activities for teachers and other employees; assisting schools in the District on formulation and implementation of whole-of-school strategies and policies concerning student behaviour and learning problems; coordinating and providing advice on resources to School Psychologists within the District.

#### **4. CLASSIFICATION BANDS**

An employee appointed or promoted to a classification prescribed by this award shall, subject to satisfying the criteria, prescribed in Clause 2 - Salary Progression of this Part, be paid at the salary rate determined for the relevant classification as set forth in Clause 1 – Salaries of this Part.

##### **Band 1**

- |          |   |
|----------|---|
| Level 1  | Less than four year trained, initial appointment                                    |
| Level 2  |   |
| Level 3  |   |
| Level 4  | Four year trained, initial appointment  |
| Level 5  | Five year trained and B.Ed Hons., initial appointment                               |
| Level 6  | Five year trained omit this level   |
| Level 7  | Maximum level for employees with less than three years training                     |
| Level 8  |   |
| Level 9  | Five year trained omit this level; three year trained spend two years on this level |
| Level 10 | Three year trained spend two years on this level                                    |
| Level 11 |   |
| Level 12 | Maximum level for three, four and five year trained                                 |

##### **Band 2** Advanced Skills Teacher or Senior Education Officer

##### **Band 3**

- |         |  |
|---------|--|
| Level 1 | Principal of a school with less than 101 students  |
| Level 2 | Principal of a school with 101 to 200 students   |
| Level 3 | (a) Principal of a Special school with less than 50 students<br>(b) Assistant principal of a school or college<br>(c) Principal (District support school)                                |
| Level 4 | (a) Principal of a school or college with 201 to 300 students<br>(b) Principal of a Special school with 50 or more students<br>(c) Principal education officer 1                         |
| Level 5 | (a) Principal of a school or college with 301 to 450 students<br>(b) Principal education officer 2<br>(c) Manager (District support service)<br>(d) Manager (State wide support service) |

Level 6	Principal of a school or college with 451 to 799 students
Level 7	Principal of a school or college with 800 to 999 students
Level 8	Principal of a school or college with over 999 students

#### **Band 4**

Level 1	Superintendent
Level 2	Senior Superintendent

Employees shall be placed upon appointment, on the appropriate level according to their qualifications and previous relevant experience.

- (a) **PROVIDED** that employees with no previous relevant experience shall, on commencement of employment, be placed in Band 1 on the following salary level in accordance with their qualifications
- (i) Less than four-year trained - Level 1.
  - (ii) Four-year trained - Level 4.
  - (iii) Bachelor of Education with Honours from the University of Tasmania - Level 5.
  - (iv) Five or more years trained - Level 5.
- (b) **PROVIDED ALWAYS** that subject to Clause 2 - Salary Progression of this Part employees in Band 1 shall progress in the following ways to the stated levels:
- (i) Employees with less than three years of training shall progress to a maximum Level 7 by annual incremental steps.
  - (ii) Employees with three years of training shall progress to Level 9 by annual incremental steps. Further progress to Level 11 shall be by incremental steps every two years.
  - (iv) Employees with four years of training shall progress to Level 12 by annual incremental steps.
  - (iv) Employees with a Bachelor of Education with Honours shall progress to Level 12 by annual incremental steps.
- (c) Employees who are at least five year trained shall progress to Level 12 by annual incremental steps. However, they shall omit Levels 6 and 9.
- (i) **PROVIDED FURTHER** that a teacher in Band 1 who is less than four-year trained, who becomes qualified as a four-year trained teacher and who is in receipt of a salary less than the minimum salary available to a four-year trained teacher with no previous relevant experience, he/she shall be advanced to that minimum salary and, thereafter, receive increments in accordance with those applicable to a four-year trained teacher.



- (ii) **PROVIDED FURTHER** that a teacher with less than five years of training in Band 1 who, becomes a five-year trained teacher and who is in receipt of a salary which is less than the minimum salary for a five-year trained teacher with no previous relevant experience, shall be advanced to that minimum salary and, thereafter, he/she shall receive increments in accordance with those applicable to a five-year teacher.
- (iii) **PROVIDED FURTHER** that an Education officer on the determination of the employer, having regard to the tertiary qualifications and practical experience of such an employee, shall be classified within Band 1.
- (iv) **PROVIDED FURTHER** that an employee classified as a Senior education officer shall be placed on Band 2 Level 3.

## **CLASSIFICATION BANDS – School psychologists and senior school psychologists**

### **Band 1**

- Level 4 Psychology qualification only initial appointment
- Level 5 Dual qualified or Masters initial appointment
- Level 6 Dual qualified or Masters omit this level
- Level 7
- Level 8
- Level 9 Dual qualified or Masters omit this level
- Level 10
- Level 11
- Level 12 Maximum level for all School Psychologists

### **Band 2**

### **Band 3**

- Level 1
- Level 2
- Level 3 Senior School Psychologist
- Level 4
- Level 5
- Level 6
- Level 7
- Level 8

Employees shall be placed upon appointment, on the appropriate level according to their qualifications and previous relevant experience.

- (d) **PROVIDED** that employees with no previous relevant experience shall, on commencement of employment, be placed in Band 1 on the following salary level in accordance with their qualifications:
  - (i) Tertiary psychology qualification (excludes Masters) – Level 4
  - (ii) Masters in psychology – Level 5

- (iii) Tertiary psychology and teaching qualifications (dual qualifications) - Level 5.
- (e) **PROVIDED ALWAYS** that subject to Clause 2 - Salary Progression of this Part, employees in Band 1 shall progress in the following ways to the stated levels:
- (i) Employees with a tertiary psychology qualification only shall progress to Level 12 by annual incremental steps.
  - (ii) Employees with both tertiary psychology and teaching qualifications (dual qualifications) or Masters shall progress to Level 12 by annual incremental steps. However, they shall omit Levels 6 and 9.
  - (iii) Senior School Psychologists must have both tertiary psychology and teaching qualifications.
  - (iv) A psychologist who commences employment on Level 4 and subsequently attains teaching qualifications and is in receipt of a salary which is less than the minimum salary for a dual qualified school psychologist, shall be advanced to that salary level increment applicable to a dual qualified school psychologist and, thereafter, s/he shall receive increments in accordance with those applicable to a dual qualified school psychologist.

**PROVIDED FURTHER** that an employee who was classified substantively at band 2 shall translate to a Senior school psychologist at Band 3 Level 3.

#### **Part-time employees**

- (a) Part-time employees shall be paid such proportion of the salary of an equivalent full-time teacher as their fractional appointment bears to a full-time teacher. In arriving at this fraction, part-time employees shall perform teaching and duties other than teaching in the same proportion as do full-time teachers.
- (b) Provided that in the case of part-time employees who are employed to teach exclusively after 5.00 p.m. the rate of pay will be on an hourly basis determined in accordance with the following formula:
 

Hourly rate = Salary per annum divided by (40 X 35)

Where salary is determined in accordance with experience and qualifications as for full-time teachers. Teachers employed in accordance with these provisions shall be entitled to be remunerated for whatever hourly period of employment has been agreed between the employer and the teacher subject to the requirement that such part-time employees shall receive one hour of additional attendance time for every hour of classroom teaching.
- (c) **PROVIDED ALWAYS** that where such part-time employees are not able or willing to meet the requirement for additional attendance time, such teachers may be employed for a weekly period which includes less than one hour of additional attendance time for every hour of classroom teaching but no less than 40% of the additional attendance time normally required.

### Relief employees

- (a) A relief employee shall be paid a daily rate for days actually worked in accordance with the following formula:

Daily rate = Salary per annum divided by 200  
where salary is determined in accordance with experience and qualifications as for full-time teachers.

- (b) **PROVIDED** that a relief employee shall receive a minimum payment of two hours for each day worked. For the purpose of this provision, two hours is equivalent to 2/5ths of the daily rate applying to that teacher.

### Instrumental musicians

Instrumental musicians shall be paid on an hourly basis in accordance with the following formula:

Hourly rate =  $\frac{\text{Salary per annum}}{35 \times 40}$  plus 15% loading.

The hourly rate is inclusive of payment for annual, personal or holiday with pay entitlements.

For the purposes of this formula, salary means:

- Band 1 Level 1: Not holding the Tasmanian Teaching Certificate (TTC).  
Band 1 Level 5: Less than four-year trained but holding the TTC or equivalent.  
Band 1 Level 7: Four-year (or more) trained, but holding the TTC or equivalent.

## 5. PAYMENT OF SALARY

- (a) The fortnightly salary of employees shall be calculated in the following way.
- (i) The employee's annual salary, inclusive of recreation leave allowance, will be divided by the number of working days, inclusive of recreation leave and public holidays, which there are in a financial year. The answer is then multiplied by ten, which is the number of working days in a fortnight.
- Consequently, the formula to be used will be:
- $$\frac{\text{Annual salary} \times \text{ten}}{\text{Number of working days in the financial year}} = \text{fortnightly salary}$$
- (ii) The daily rate of pay is determined by dividing the fortnightly rate of pay by ten.
- (iii) With the exception of relief employees, the hourly rate of pay is determined by dividing the daily rate of pay by seven.

(b) For the purposes of this clause, salary due to an employee:

is to be paid and calculated on a fortnightly basis; and

for those who are part-time, shall be an amount calculated by multiplying the hourly or daily rate of pay by the number of hours or days worked within a fortnightly pay period.

The salary due to an employee also includes any award prescribed higher duties allowance or District allowance to which s/he is entitled.

(c) Salary due to an employee shall be available to her/him at the financial institution nominated by her/him by the close of business on the designated pay day each fortnight.

(i) An increment or an allowance, excluding those specified in subclause (b)(i) of this clause, to which the employee becomes entitled during a pay period, shall be paid to her/him no later than the end of the next pay period.

(ii) Payment of salary shall be by direct deposit into an account and financial Institution nominated by the employee.

(d) The employer shall not deduct from salary due to an employee any monies unless it is authorised in writing by the employee.

(i) Where the salary due to an employee is not available by the close of business on the designated pay day, s/he shall notify the employer as soon as practicable. The reporting procedures should be known by the employees, and must allow the use of facsimile or e-mail facilities.

(ii) Following a report, as provided for in paragraph (i), the employer shall ensure that the salary due to an employee is made available to her/him within two working days of the report being made.

(e) Should the salary due to an employee not be available as provided for in paragraph (ii), and it can be demonstrated that the non-receipt of salary due can be attributed to the action or inaction of the employer, the employee shall be entitled to an allowance which shall be equal to 5% of the fortnightly salary due to her/him for each working day, or part thereof, until the salary due to her/him have been made available.

## **6. HIGHER DUTIES ALLOWANCE**

Where an employee, at the request or direction of the employer performs temporarily the duties of an employee with a higher classification, that employee shall be paid an allowance equal to the difference between the employee's own salary and the minimum salary of the higher position.

**PROVIDED** that:

- (a) where an employee temporarily performs such duties following the calling for expressions of interest, and the lodging of an application by the employee, then the allowance shall be payable for the full period of time that the employee undertakes such duties;
- (b) where an employee temporarily performs such duties, on the recommendation of a superintendent, the school or college principal, or a supervising officer, without the calling for expressions of interest, then the allowance shall become payable on and from the eleventh day of the employee performing temporarily the duties of an employee with a higher classification.
- (c) **PROVIDED ALWAYS** that an expression of interest may be called for on a school, college, district or State-wide basis. An expression of interest shall be called for if it is anticipated that the period for which an employee will be required to temporarily perform the duties of an employee with a higher classification exceeds one school term, and in all other cases where a superintendent, principal or supervising officer is unable to recommend the appointment of a suitable available person from within the school, college, unit or section.
- (d) Where an employee, at the request or direction of the employer performs temporarily a part of the duties of an employee with a higher classification, that employee shall receive an allowance established by reference to the proportion that the duties assumed bear to the duties of the higher position and the difference between the employee's substantive salary and the minimum salary of the higher position.
- (e) Where an employee is promoted to a higher position in which that employee has previously been performing the duties in a temporary capacity, that employee shall receive the increment, as provided for in Clause 2 - Salary Progression of this Part, to which the employee would normally have been entitled had the employee been promoted to the position at the commencement of the period of acting duty.
- (f) Where an employee continues to perform the higher duties as provided for in paragraph (a) for a period of more than twelve months an increment if provided for in the higher classified position shall be paid.

**PROVIDED** that no employee shall be entitled to receive any increase in salary by virtue of this paragraph unless the provisions of Clause 2 - Salary Progression of this Part, have been complied with.

- (g) For the purposes of this subclause reference to employee does not include fixed-term employees.
- (h) Where an employee receiving an allowance as prescribed in paragraph (a) proceeds on approved paid leave or personal leave the employee will continue to receive that allowance.

**PROVIDED** that the duties continue after the period of such leave.

## **7. RECREATION LEAVE ALLOWANCE**

- (a) A recreation leave allowance is incorporated in the annual salary.
- (b) The allowance will be increased with the percentage of any salary increase agreed for the classifications in the award.

## **8. SUPPORTED WAGE SYSTEM FOR PERSONS WITH DISABILITIES**

This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this award.

In this clause:

**'approved assessor'** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

**'assessment instrument'** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

**'disability support pension'** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme

**'relevant minimum wage'** means the minimum wage and includes any incremental adjustment prescribed in this award for the class of work for which an employee is engaged

**'supported wage system'** (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au)

**'SWS wage assessment agreement'** means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

(a) Eligibility Criteria

- (i) Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this award, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.
- (ii) This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this award relating to the rehabilitation of employees who are injured in the course of their employment.

(b) Supported Wage Rates

Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed Capacity (subclause (c)) %	Relevant Minimum Wage %
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

**PROVIDED** that the minimum amount payable must be not less than \$75.50 per week.

Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

(c) Assessment of Capacity

- (i) For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

- (ii) All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

(d) Lodgement of SWS Wage Assessment Agreement

- (i) All SWS wage assessment agreements under the conditions of this clause, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with Tasmanian Industrial Commission.
- (ii) All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where a union which has an interest in the award is not a party to the assessment, the assessment will be referred by the Tasmanian Industrial Commission to the union by certified mail and the agreement will take effect unless an objection is notified to Tasmanian Industrial Commission within 10 working days.

(e) Review of Assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

(f) Other Terms and Conditions of Employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this clause will be entitled to the same terms and conditions of employment as other workers covered by this award on a pro rata basis.

(g) Workplace Adjustment

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

(h) Trial Period

- (i) In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.



- (ii) During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- (iii) The minimum amount payable to the employee during the trial period must be no less than \$75.50 per week.
- (iv) Work trials should include induction or training as appropriate to the job being trialled.
- (v) Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under subclause (c).

## PART IV - ALLOWANCES

In addition to the salary rates prescribed in Clause 1 - Salaries of Part III - Salaries and Related Matters, the following allowances will be paid.

### 1. DISTRICT ALLOWANCES

- (a) The purpose of this general allowance is to compensate for excess costs necessarily incurred by an employee in an isolated area and without limiting the foregoing includes partial reimbursement for STD, freight, fuel and depreciation costs.
- (b) Isolated area means any area, centre, district or location, embraced by the Commonwealth Taxation Zone B prescription, together with such areas, centres, districts or locations as may be approved by the Tasmanian Industrial Commission, including the following: King Island, Flinders Island, Cape Barren Island, Maria Island and Bruny Island,
- (c) Where an employee is stationed in one or the other of the following districts, the employee is to be paid an allowance in accordance with the rates:

#### **Category R**

Remote locations approved as such by the Tasmanian Industrial Commission including Bass Strait Islands, Maria Island, Bruny Island:

Employee with dependent relatives residing with them	\$3547
Other (no dependents)	\$1771

#### **Category B**

Locations under the Commonwealth Taxation Zone B prescription:

Employee with dependent relatives living with them	\$1771
Other (no dependents)	\$889

#### **Category S**

Special locations as may be approved by the Tasmanian Industrial Commission:

Employee with dependent relatives living with them	\$889
Other (no dependents)	\$449

- (d) Where a part-time employee is eligible for an allowance under paragraph (b) such allowance is not to be subject to any proportionate reduction.

**PROVIDED** that an employee who has dependents residing with the employee is to be regarded as an employee without dependents if their partner or spouse, of entitlement arising from employment, is in receipt of a district allowance.

**PROVIDED FURTHER** that a part-time employee working in more than one part-time role is not to receive an allowance in excess of that paid to a full-time employee.

## **2. LEAVE EXPENSES – BASS STRAIT ISLANDS**

- (a) Where an employee is stationed on the Bass Strait Islands and enters upon leave of absence the employee is entitled, three time in every year, to be paid the return fare reasonably incurred by the employee for themselves and for any dependent member of their family resident on the Bass Strait Islands, travelling from their station to the nearest seaport or airport on the mainland of this State. Such travel is to include travel via Melbourne when such indirect travel is the most expedient means of travelling to or returning from the nearest seaport or airport on the mainland of this State:

Provided that:

- (i) an employee may in substitution for travel to the nearest seaport or airport in this State, travel to any other seaport or airport in this State or to Melbourne;
- (ii) for the purpose of obtaining emergency medical or dental treatment for an employee or dependent member of their family resident on the Bass Strait Islands an employee is to, by way of reimbursement, be paid the return fare reasonably incurred for travel from the employee's station to the nearest centre in this State, or to Melbourne, whereat such treatment can be obtained. Such reimbursement is to be in substitution for one or both of the return fares for the person concerned, more particularly set forth in this paragraph;
- (ii) the above entitlement is not cumulative, each year standing alone;
- (iv) no employee shall be eligible to receive payment for the return fares, as set forth above unless such employee has first completed three months continuous service on one or other of the Bass Strait Islands.

## **3. SPECIAL ALLOWANCE**

An employee appointed to a position specified in this subclause may, on the determination of the employer, having regard to the qualifications of such employee and the duties and responsibilities of his/her position whilst holding such position, be paid an allowance at the appropriate rate.

<b>Location</b>	<b>Rate Per Annum</b>
	<b>\$</b>
<b>Hagley Farm School Environment Centre</b>	
Principal	6542
Teacher-in-charge	4368
Teacher	3278
<b>Woodbridge Marine Study Centre</b>	
Principal	6542

Teacher-in-charge	3278
Teacher	2255
<b>Mt. Cameron Field Study Centre</b>	
Teacher-in-charge	4368
<b>Teacher-in charge of a special class</b> (not including the Principal)	840

**PROVIDED** that for the purpose of these allowances, no salary plus allowance payable to any teacher in a non-promotional position shall exceed the salary plus allowance (if any) payable to the Teacher-in-charge of the Centre.

#### **4. FIRST AID ALLOWANCE**

- (a) An employee nominated by the employer to perform first aid duties and who is the current holder of a Workplace Certificate 2 HLTF301B, National Training Package, or an equivalent certificate, is to be an allowance of \$655.00 per annum.
- (b) Where an employer requires an employee to obtain a first aid qualification, the employer is to pay all associated costs, and where necessary, is to provide paid time off for the purpose of undertaking first aid training leading to an appropriate first aid qualification such as a Workplace Certificate 2, HLTF301B, National Training Package.
- (c) An employee nominated to perform first aid duties is to be allowed to undertake refresher courses as in paragraph (b) of this subclause providing the employer still requires the employee to perform such duties.

#### **5. CAMP ALLOWANCE**

- (a) An employee who is required to camp overnight in a tent or similar type of accommodation in performing their duties is to be paid a camp allowance in accordance with the following rates:

##### **RATES PER DAY**

Where a cook is provided	\$29.85
Where a cook is not provided	\$36.80

This allowance compensates for all special conditions such as carrying of tents and equipment, travelling over rough terrain and for work performed in severe climatic conditions.

The employer is to provide all meals of a reasonable standard either by direct payment or by reimbursement of expenses.

## **6. MEAL ALLOWANCES**

(a) Where an employee is required to commence duty not less than one and half hours before, or to remain on duty for not less than one and a half hours after, the normal hours of duty which requires a meal to be obtained away from home, that employee is to be paid a meal allowance at the rates prescribed in subclause (e)

(b) An employee required to work on a Saturday, Sunday or holiday with pay and who has received notice of this the previous day, or earlier, is not entitled to payment of the meal allowances specified in this clause.

(c) Meal Allowance – Day Travel

An employee required by their employer to undertake duties more than 60 kilometres from the employee's normal work location and who is required to purchase breakfast or an evening meal is entitled to payment of the allowances prescribed in subclause (e) of this clause if:

- (i) in respect of breakfast, duties are commenced not less than one and a half hours before the employee's normal starting time, and:
- (ii) in the case of dinner, duties are performed not less than one and a half hours after the employee's normal finishing time.

(d) Meal Allowance – Excess Rates

A meal allowance claimed under subclause (a) or (b) which is in excess of the rates prescribed in subclause (e) of this clause may be paid for the expense incurred if the employer considers special circumstances exist to justify the excess expense.

(e) Meal Allowance - Rates

### **Rate of Allowance**

(i) Breakfast	\$11.55
(ii) Lunch (or midday meal)	\$12.95
(iii) Dinner (or evening meal)	\$22.25

The rates contained above are derived from the Australian Taxation Office (ATO) Taxation Determination TD2010/19, Table 1. These rates are to be adjusted from 1 July each year by taking 50% of the appropriate ATO determination for meals in Table 1 of that determination, rounded to the nearest 5 cents.

### **Rate of Allowance**

For each meal provided by the employee	\$3.50
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## **7. EXCESS FARES**

An employee who in the normal course of employment is not required to travel to different locations for the performance of his/her duties, but with the knowledge and approval of the employer, is required for short periods to attend work at a location other than his/her regular place of employment shall be paid such reasonable additional fares necessarily incurred.

**PROVIDED** that no employee shall be entitled to the benefits of this paragraph for more than three months in any one continuous period.

## **8. USE OF EMPLOYEE'S MOTOR VEHICLE**

### (a) Required user category

Where an employee is required in writing by the employer to have available on a regular basis a private motor vehicle which the employee will be required to use for official purposes, and the employee agrees in writing so to do an allowance is to be paid for such use in accordance with the following rates:

Annual kilometres travelled on duty in a financial year	Cents per kilometre	
	<b>Rate 1</b> <b>2 litres and above</b>	<b>Rate 2</b> <b>Less than 2 litres</b>
First 10,000 kilometres	71.81 (100%)	61.76 (86%)
Any additional kilometres	38.06 (53%)	33.03 (46%)

**PROVIDED** that where the employer wishes to withdraw the requirement to provide a private motor vehicle then, except where special circumstances exist, at least one year's notice in writing shall be given, and the notice period shall be specified to end of 30 June.

### (b) Occasional user category

Where an employee is not required to provide a private motor vehicle for official use as prescribed in subclause (a) of this clause but otherwise receives approval from the employer to use a private motor vehicle for official purposes on an occasional basis, an allowance is to be paid in accordance with the following rates:

Annual kilometres travelled on duty in a financial year

Cents per kilometre

	<b>Rate 3</b>	<b>Rate 4</b>
	<b>2 litres and above</b>	<b>Less than 2 litres</b>
First 10,000 kilometres	47.87 (100%)	41.17 (86%)
Any additional kilometres	25.37 (53%)	22.02 (46%)

- (c) For the purposes of subclauses (a) and (b) of this clause, the rates specified therein are to apply as follows:

RATES 1 and 3 Apply to motor vehicles generally recognised as having an engine capacity of 2:00 litres or more and include rotary engines.

RATES 2 and 4 Apply to motor vehicles generally recognised as having and engine capacity of less than 2:00 litres.

- (d) The rates specified in subclauses (a) and (b) of this clause, are not to be varied as a consequence of National Wage Decisions. The rates are to be varied upon application subsequent to 30 March and 30 September of year after the Hobart Transportation, Private Motoring subgroup, Consumer Price Index Numbers for the quarters ending 30 March and 30 September respectively, become available. The Rate 1 and 3 variations for the first 10,000 kilometres travelled are to be calculated in accordance with formula specified in decision T.33 of 1985 dated 13 June 1985.

Variations to the other rates specified in the tables in subclause (a) and (b) of this clause, are to be calculated by applying the percentage shown in brackets to the relevant first 10,000 kilometres rate (as varied) shown as 100 percent.

- (e) An employee is not to receive an allowance for kilometres travelled in excess of 16,000 kilometres in any one financial year unless authorised by the employer concerned on the recommendation of the Head of Agency, to travel a greater distance in that year.

- (f) In addition the following allowances are to be paid to employees:

- (i) Where stationed in Category R as provided in Clause 1 – District Allowances, subclause (b) thereof - \$24.70 per month plus \$9.90 per 1600 kilometres travelled on duty.
- (ii) Where stationed in Category B as provided in Clause B – District Allowances, subclause (b) thereof - \$16.40 per month plus \$9.90 per 1600 kilometres travelled on duty.
- (iii) Where authorised to use a utility, four wheel drive motor vehicle or any other special type of motor vehicle approved by the controlling authority concerned - \$9.90 per month.
- (iv) Where authorised to use a trailer attached to a motor vehicle 2.97 cents for each kilometre travelled while on duty with the trailer attached.

- (v) Where authorised to use a motor vehicle on work involving the regular carrying of heavy equipment - \$9.90 per month.
- (vi) Where authorised to use a motorcycle - 9.67 cents for each kilometre travelled on duty.
- (g) Where an employee is required to provide a private motor vehicle in accordance with subclause (a) of this clause, and the distance travelled on duty in any financial year does not exceed 4000 kilometres, the employee shall be paid an allowance calculated by multiplying the appropriate rate per kilometre by the difference between the actual number of kilometres travelled on duty during that year and 4000 kilometres.
- (h) Where a part-time employee is eligible for any payment under subclause (g), such allowance shall be calculated on the proportion of the total hours worked in that year by the part-time employee to the annual standard hours for a full-time employee of the same classification.
- (i) Unless otherwise directed by the employer, kilometres travelled on duty shall be the distance travelled from an employee's place of employment to his or her destination and return to his or her place of employment.
- (j) A kilometres travelled allowance in excess of or at variance with the rates set forth in Clause 8 – Required Use of Employee's Motor Vehicle of this part may be paid if, on the determination of the employer concerned, special circumstances exist which justify such excess or variation.

## **9. EXCESS TRAVEL – TEACHER APPOINTMENT AT TWO OR MORE SCHOOLS**

- (a) Where a teacher (other than a teacher appointed as a Relief Employee as defined in Clause 3 – Classification Definitions of Part III) is appointed to two or more schools and is required to attend for duty at each school on separate days, the teacher shall be entitled to receive an excess travel allowance.
  - (i) This allowance shall only apply where the total distance travelled from the teacher's residence to a school and return, other than the base location (as defined), is at least twenty kilometres greater than the distance travelled from the residence to the base location and return.
  - (ii) Excess travel shall be paid on the distance from the teacher's residence to the school other than the base location and return, less the distance travelled from the teacher's residence to the base location and return.
- (b) The allowance shall not be paid beyond the date that the employee ceases to be appointed and travels to two or more schools.
- (c) The rates payable for excess travel under this subclause shall be the kilometreage allowance as set out in Clause 8 –Use of Employee's Motor Vehicle of this Part.



- (d) For the purposes of this provision, the base location shall be defined as the school at which the major proportion of the appointment occurs. Where an appointment is evenly divided between two or more locations, the school nearest to the employee's residence shall be designated as the base location.

## **10. TRAVEL ALLOWANCES**

- (a) Travelling

The object of this clause is to ensure that an employee who is required to undertake work related travel and who is required to remain away from home overnight is to be provided with accommodation, meals and incidental expenses without incurring out of pocket expenses.

- (i) Travel Allowance Expenses for Overnight Accommodation, Meal Allowances and Incidental Expenses

- (1) An employee who is required to undertake work related travel requiring overnight accommodation is to be paid a travel allowance for the expenses incurred calculated in accordance with the following tables:

### Overnight Accommodation

<u>Accommodation Venue</u>	<u>Overnight Accommodation Rate</u>
Adelaide	\$157.00
Brisbane	\$201.00
Canberra	\$145.00
Darwin	\$172.00
Melbourne	\$173.00
Perth	\$164.00
Sydney	\$183.00
Tasmania	\$117.00

### Meal Allowances

(Preceding or following an overnight absence)

Breakfast	Applicable 7.00am-8.30am	\$23.10
Lunch	Applicable 12.30-2.00pm	\$25.90
Dinner	Applicable 6.00pm -7.30pm	\$44.50

### Incidental Expenses

Payable per overnight stay	\$16.85
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- (2) The rates contained in the tables above are derived from the Australian Taxation Office (ATO) Determination TD2010/19, Table 1. These rates are to be adjusted from 1 July each year in accordance with the appropriate ATO determination. The accommodation component of the allowance is derived from the capital city rate for each State within the Determination.
- (ii) Pre-Booking and Payment of Accommodation
    - (1) The employer, may enter in to an arrangement with a commercial provider (hotel, motel or serviced apartment) for the provision and payment of accommodation on behalf of an employee.
    - (2) In such cases the accommodation component of the Travel Allowance Expense will not be paid.
  - (iii) Payment of Actual Travel Expenses
    - (1) The employer and the employee may enter in to an arrangement whereby it is agreed that the actual costs of accommodation and expenditure on meals, incidentals and all out of pocket expenses incurred in the course of business are to be paid on verification of such receipts as may be tendered in support of the claim.
    - (2) In such cases the accommodation and/or meal allowances prescribed in paragraph (a)(i) of this clause are not to be paid but the actual accommodation and/or meals expenses incurred in the course of business travel are to be reimbursed to the employee.
    - (3) An employee who has entered into an arrangement in accordance with subclause 10(a)(iii)(1) above is to be paid the Incidental Expenses Allowance as prescribed in subclause 10 (a)(i)(1).
    - (4) The employer may provide alternative methods of payment of travel expenses, such as through use of a corporate credit card.
  - (iv) Payment for Employee Choice
    - (1) An employee may chose not to stay in accommodation for which the employer has a commercial arrangement in which case the employee is to be paid rate prescribed in paragraph (a)(i) of this clause.
    - (2) The employer may require the employee to provide evidence by way of receipt that a commercial accommodation (hotel, motel or serviced apartment) expense was incurred.
    - (3) An employee may chose not to stay overnight in commercial accommodation (hotel, motel, or serviced apartment) in which case the accommodation component of the travel allowance is not payable to the employee.

- (v) Advance Payment of Travel Allowance Expense  
If requested by an employee an advance payment is to be made of the estimated travelling allowance expenses payable for the period of the work related travel.
- (vi) Additional Transport Costs Incurred on Work Related Travel  
An employee required to undertake work related travel who incurs additional costs through the use of public transport, taxis or hire cars is to be reimbursed those costs substantiating the actual expenses to the employer.
- (vii) Conference and Training Course Incidental Allowance  
An employee required to attend a training course or conference where accommodation and all meals are provided is to be paid the Incidental Expenses Allowance as prescribed in paragraph (a)(i) of this clause with the appropriate meal allowance as prescribed in clause 10(a)(i)(1) for any meals not provided.
- (viii) Temporary Assignment of Duties at an Alternative Location  
An employee required to undertake work related duties that involve travel to a location which requires accommodation for a period of up to and / or exceeding three weeks, is to be paid a travelling allowance expense at the following rates:
- (1) for the first three weeks, travelling allowances in accordance with the rates prescribed in paragraph (a)(i) of this clause; and
  - (2) after three weeks travelling allowances at rate determined by the employer.
- (ix) Systemic Travelling  
An employee required to undertake systematic travel is to be paid a rate within the limits set out in paragraph (a)(i) of this clause as determined by the employer.
- (x) Overseas Travel Allowance Expense  
An employee required to undertake work related duties outside of Australia is to be paid travel allowances at a rate determined and published by the Australian Taxation Office that is applicable to overseas locations, as amended from time to time.

## PART V HOURS OF DUTY

### 1. HOURS OF DUTY

- (a) The normal hours of attendance of teaching staff in schools and colleges shall be 70 hours per fortnight. This time shall be exclusive of time allocated for lunch breaks.
- (b) Employees shall take a lunch break each working day of not less than 30 minutes and not more than one hour between the hours of 12 noon and 2.00pm.

**PROVIDED** that where a member of the teaching staff is rostered to perform supervisory duty during the lunch break, such time shall be included in the fortnightly hours of attendance.

- (c) Members of the teaching staff at a school shall be in attendance every day at least one half hour before beginning lessons.

In respect of secondary colleges teachers, the hours of duty shall be undertaken between the hours of 7.45 a.m. and 5.00 p.m. on any Monday to Friday inclusive in each week;

**PROVIDED** that a teacher shall not be required to be employed for more than eight hours on any Monday to Friday inclusive in each week unless the Principal of the secondary college concerned approves different hours in circumstances that the Principal considers exceptional.

**PROVIDED FURTHER** that the normal hours of attendance for Senior School Psychologists is 76 per fortnight.

## PART VI - LEAVE AND HOLIDAYS WITH PAY

### 1. BEREAVEMENT LEAVE

The provisions of subclause (a) to (e) apply to permanent and fixed-term employees but not apply to relief employees, unless otherwise specified. The entitlements of relief employees are set out in subclause (f).

(a) Definitions

(i) **'Household'** in respect of an employee means any person or persons who usually reside with the employee.

(ii) **'Immediate family'** in respect of an employee includes:

(1) spouse (including a former spouse) of the employee. Spouse means a person who is married or a person who is in a significant relationship within the meaning of the *Relationships Act 2003*.

A significant relationship is a relationship between two adult persons who:

(A) have a relationship as a couple; and

(B) are not married to one another or related by family.

(2) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent (including foster parent step parent or legal guardian), grandparent, grandchild, sibling or step sibling, of the employee or employee's spouse.

(b) Paid leave entitlement

In the event of the death of a member of the employee's immediate family or household an employee will be granted bereavement leave upon application being made to and approved by the employer without loss of pay or entitlement to continuous service for a period of up to ten days with the discretion of the employer to grant additional paid leave.

(c) Relationship to Other Paid Leave

This clause has no application where it coincides with any other entitlement to another period of paid leave.

(d) Evidence Requirements

The employer may request evidence of death in the form of a death notice, or other written evidence furnished by the employee to the satisfaction of the employer.

(e) Unpaid Bereavement Leave

The employee may take unpaid bereavement leave by agreement with the employer.

(f) Relief Employees

- (i) Subject to the evidentiary requirements in clause (d), relief employees are entitled to not be available to attend work, or to leave work upon the death in Australia of an immediate family or household member.
- (ii) The employer and the employee are to agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to two days per occasion. The relief employee is not entitled to any payment for the period of non-attendance.
- (iii) The employer must not fail to re-engage a relief employee because the employee accessed the entitlement provided for in this clause. The rights of an employer to engage or not engage a relief employee are otherwise not affected.

## **2. JURY SERVICE**

- (a) An employee, who is called for jury service is allowed the necessary leave of absence, on full pay, and is not to be paid jury fees but only out-of-pocket expenses allowed by the Crown.
- (b) An employee who is called for jury service must advise the supervising officer as soon as possible that the employee is required for jury service.
- (c) Where an employee is called upon for jury service and is on approved recreation leave, she/he shall not lose the benefit of that leave, and will be credited with the time occupied with the jury service and shall be permitted to take such recreation leave at the end of the jury service or at a later date according to the exigencies of the employer.

## **3. PARENTAL LEAVE**

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

(a) Definitions

For the purposes of this clause:

- (i) **'Child'** means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of sixteen years who is placed with the employee for the purposes of adoption other than a child or step child of the employee or of the spouse or a child who has previously lived continuously with the employee for a period of sixth months.
- (ii) For the purposes of this clause, **'continuous service'** is work for an employer on a regular and systematic basis including any period of authorised leave or absence.

- (iii) **'Day of Placement'** means in relation to the adoption of a child by an employee earlier of the following days;
  - (1) The day on which the employee first takes custody of the child for adoption; or
  - (2) The day on which the employee starts any travel that is reasonably necessary to take custody of the child for adoption.
- (iv) **'Employee'** includes full time, part time, permanent, fixed term.
- (v) **'Expected date of birth'** means the day certified by a medical practitioner to be the day on which the medical practitioner expects the employee or the employee's spouse, as the case may be, to give birth to a child.
- (vi) **'Normal rate of pay'** means an employee's rate of salary and includes allowances which would have continued to be paid but for taking parental leave.
 

The normal rate of pay for a part-time employee with variable hours of work is calculated as the greater of the following:

  - (1) the average of the hours worked by the employee over the preceding 12 months or;
  - (2) the actual hours of work at the time of commencement of leave.
- (vii) **'Parental Leave'** means adoption leave, maternity leave, special maternity leave and paternity leave, as appropriate.
- (viii) **'Personal Leave'** for the purposes of this clause means absence due to personal illness or injury.
- (ix) **'Spouse'** means a person who is married or a person who is in a significant relationship within the meaning of the *Relationships Act 2003*.
 

A 'significant relationship' is a relationship between two adult persons who:

  - (1) have a relationship as a couple; and
  - (2) are not married to one another or related by family.
- (x) **'Primary Care Giver'** means a person who assumes the principal role of providing care and attention to a child. The employer may require confirmation of primary care giver status.
- (xi) **'State Service'** means an organisation listed in Schedule 1 of the *State Service Act 2000*

(b) Entitlement

- (i) After 12 months continuous service parents are entitled to a combined period of up to 52 weeks unpaid parental leave on a shared basis in relation to the birth or adoption of a child. For females, maternity leave may be taken and for males paternity leave may be taken. Adoption leave may be taken in the case of adoption.

- (ii) Parental leave is only available to one parent at a time in a single unbroken period, except both parents are entitled to access simultaneous parental leave in the following circumstances:
    - (1) for maternity and paternity leave an unbroken period of up to one week at the time of the birth of the child which includes one day of paid leave for the partner to attend the birth of the child;
    - (2) for adoption leave an unbroken period of up to three weeks at the time of placement of the child.
  - (iii) Right to request
    - (1) An employee entitled to parental leave pursuant to the provisions of this clause may request the employer to allow the employee:
      - (A) to extend the period of simultaneous unpaid parental leave provided for in this clause up to a maximum of eight weeks; and/or
      - (B) to extend the period of unpaid parental leave provided for in this clause by a further continuous period of leave not exceeding 12 months;

to assist the employee in reconciling work and parental responsibilities.
    - (2) The employer is to consider a request, according to this clause and having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
  - (iv) An employee is eligible, without resuming duty, for subsequent periods of parental leave in accordance with the provisions of this clause.
  - (v) An employee employed for a fixed term contract has the same entitlement to parental leave, however the period of leave granted is not to extend beyond the term of that contract.
- (c) Maternity Leave
- (i) After twelve months continuous service an employee is entitled to 12 weeks paid maternity leave which forms part of the 52 week entitlement provided in clause (b)(i).
  - (ii) The rate of pay for the period of paid absence is the normal rate of pay, as defined, for that employee.
  - (iii) An employee is to provide written notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:



- (1) at least ten weeks notice of the expected date of birth in a certificate from a registered medical practitioner stating that the employee is pregnant;
  - (2) at least four weeks notice of the date on which the employee proposes to commence maternity leave and the period of leave to be taken.
  - (3) particulars of any period of paternity leave sought or taken by her spouse.
- (iv) An employee is not in breach of this clause if failure to give the required notice is due to confinement occurring earlier than the presumed date.
  - (v) Subject to subclause (c)(iii) and unless agreed otherwise between the employer and the employee, an employer and the employee, an employee may commence maternity leave at any time within six week immediately prior to the expected date of birth.
  - (vi) An employee who continues to work within the six week period immediately prior the expected date of birth, or an employee who elects to return to work within six weeks after the birth of the child is required to provide a medical certificate to the employer stating that she is fit to work on her normal duties.
- (d) Special Maternity Leave
- (i) An employee who has not yet commenced maternity leave and who suffers an illness related to her pregnancy or is required to undergo a pregnancy related medical procedure is to be granted any paid personal leave to which she is entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before her return to work.
  - (ii) Where a pregnancy related illness or medical procedure is continuous with the commencement of maternity leave the aggregate of paid personal leave, special maternity leave and parental leave, including parental leave taken by a spouse, is not to exceed 52 weeks.
  - (iii) Where the pregnancy of an employee terminates other than by the birth of a living child, not earlier than 20 weeks before the expected date of birth the employee is entitled to up to 52 weeks parental leave, including 12 weeks paid maternity leave, certified as necessary by a registered medical practitioner.
- (e) Paternity Leave
- An employee is to provide to the employer at least ten weeks notice prior to each proposed period of paternity leave, with:
- (i) a certificate from a registered medical practitioner which names the other parent, states that she is pregnant and the expected date of confinement, or states the date on which the birth took place; and

- (ii) An employee is to provide written notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
  - (1) the proposed dates to start and finish the period of paternity leave; and
  - (2) that the period of paternity leave will be taken to become the primary care-giver of a child; and
  - (3) particulars of any period of parental leave sought or taken by the other parent.

An employee is not in breach of sub-clause (e) if the failure to give the required period of notice is due to the birth occurring earlier than expected, or due to the death of the mother of the child, or other compelling circumstances.

(f) Adoption Leave

- (i) After twelve months continuous service an employee identified as the primary care giver is entitled to 12 weeks paid adoption leave, which forms part of the 52 week entitlement.
- (ii) An employee is to notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice where, through circumstances beyond the control of the employee, the adoption of a child takes place earlier than expected.
- (iii) Before commencing adoption leave, an employee is to provide the employer with a statutory declaration stating:
  - (1) the employee is seeking adoption leave to become the primary care-giver of the child; and
  - (2) particulars of any period of adoption leave sought or taken by the employee's spouse.
- (iv) An employer may require an employee to provide confirmation of the placement from the appropriate government authority.
- (v) Where the placement of a child for adoption with an employee does not proceed or continue, the employee is to notify the employer immediately and the employer is to nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- (vi) An employee is not in breach of this clause as a consequence of failure to give the required periods of notice if the failure is due to a requirement of an adoption agency to accept earlier or later placement of a child, or due to the death of a spouse, or other compelling circumstances.
- (vii) An employee seeking to adopt a child is entitled to unpaid leave to attend any compulsory interviews or examinations that are necessarily part of the adoption procedure. The employee and the employer are to agree on the length of the unpaid leave. Where agreement cannot be reached, the

employee is entitled to take up to two days unpaid leave. If available paid leave, other than personal leave, may be taken instead.

(g) Variation of Period of Parental Leave

With the agreement of the employer an employee may shorten or extend the period of parental leave, provided the maximum of 52 weeks is not exceeded. Any such change is to be notified at least four weeks prior to the commencement of the requested changed arrangements.

(h) Parental leave and other entitlements

(i) An employee may, in lieu of or in conjunction with parental leave, access any accrued annual leave or long service leave entitlements subject to the total amount of leave not exceeding 52 weeks.

(ii) Unpaid leave

(1) A period of unpaid leave is available according to this clause and may form part of an employee's parental leave entitlement.

(2) Any period of parental leave without pay in excess of 20 working days is regarded as leave without pay for accrual purposes, including for annual leave, personal leave and long service leave but does not break an employee's continuity of service.

(i) Transfer to a Safe Job

(i) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee is to be transferred to a safe job, if the employer deems it practicable, until maternity leave commences.

(ii) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such time as is certified necessary by a registered medical practitioner.

(j) Returning to Work After a Period of Parental Leave

(i) An employee is to notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

(ii) An employee is to notify of their intention to return to work on a part-time basis after a period of parental leave at least 8 weeks prior to the expiration of leave to enable the employer to satisfy the requirements of these provisions.

(iii) When an employee returns to work after a period of parental leave an employee is entitled to undertake the duties allocated to the position which they held immediately before proceeding on parental leave and which the employee would have continued to undertake but for taking parental leave:

(1) if the female employee was moved to safe duties because of the pregnancy – immediately before the move; or

- (2) if the female employee began working part-time because of the pregnancy – immediately before the part-time work began; or
  - (3) otherwise – immediately before the employee commenced maternity leave, except duties for which the employee was in receipt of a higher or more responsible duties allowances, unless the employee resumes those duties upon returning to work.
- (iv) If those duties no longer exist, the employer is to assign similar duties at the same classification, as appropriate, to the employee.
- (k) Right to request
- (i) An employee entitled to parental leave pursuant to the provisions of clause (b)(i) may request the employer to allow the employee to return from a period of parental leave on a part-time basis until the child reaches school age to assist the employee in reconciling work and parental responsibilities.
  - (ii) The employer is to consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of suitable replacement staff, loss of efficiency and effectiveness, the specialised nature of the work and the impact on customer service.
  - (iii) An employee may return to work on a modified basis that may involve the employee:
    - (1) working on different days or at different times, or both; and/or
    - (2) working on fewer days or for fewer hours or both, and/or
    - (3) undertaking different duties at the same classification;
 than the employee worked immediately before commencing parental leave, other than for an employee to whom sub-clause (i) applied.
- (l) Replacement Employees
- (i) A replacement employee is an employee specifically engaged or promoted or transferred for a fixed-term as a result of another employee proceeding on parental leave.
  - (ii) Prior to engagement, a replacement employee is to be informed of the fixed-term nature of the employment and of the rights of the employee who is being replaced, including that the engagement may be subject to variation according to sub-clause (g) and the right to request provisions of sub-clause (b)(iii).
  - (iii) Nothing in this subclause is to be construed as requiring an employer to engage a replacement employee.

- (m) Communication During Parental Leave
- (i) Where an employee is on parental leave and a decision has been made to introduce significant change at the workplace, the employer is to take reasonable steps to:
- (1) make information available in relation to any significant effect the change is to have on the status or responsibility level of the duties allocated to the position the employee held before commencing parental leave; and
  - (2) provide an opportunity for the employee to discuss any significant effect the change is to have on the status or responsibility level of the duties allocated to the position the employee held before commencing parental leave.
- (ii) The employee is to take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (iii) The employee is to also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with (m)(i) above.

#### **4. RECREATION LEAVE** **TEACHING STAFF**

- (a) The annual recreation leave for teaching staff in every School is:
- (i) in the case of:
- (1) teachers in a secondary college, leave commencing at the end of the third term in every year and ending on the Friday before the first Monday in the month of February in the following year; or
  - (2) teachers in any other kind of State school, leave commencing at the end of the third term in every year and ending on the Friday before the second Monday in the month of February in the following year; and
  - (3) three days following Easter Tuesday; and
  - (4) two weeks' leave immediately following the last Friday in the month of May or first Friday in June in every year; and
  - (5) two weeks' leave immediately following the first Friday in the month of September in every year.
- (b) Annual recreation leave under paragraph (a) (i) shall commence one day earlier for the teachers of a State school, other than a secondary college, in a part of the State approved by the Minister as provided for in Part 3 – State Education Clause 25 of the *Education Act 1994*.

- (c) When required to meet the needs of the Department in special circumstances, the relevant Secretary may make arrangements, in individual cases, for recreation leave to be taken by a teacher at times other than the times specified in paragraphs (a) and (b).

**PAYMENT IN LIEU OF RECREATION LEAVE OR RECREATION LEAVE ADJUSTMENT (PENALTY/CREDIT)**

- (d) The leave entitlement in any leave year for an employee who has been granted leave without pay in excess of 20 days working days, excluding personal leave; or whose employment has been terminated; or whose teaching hours have varied during their leave year shall be calculated in accordance with the following formula.

$$LE = WW \times 11/41$$

where –

“LE” means leave entitlement in weeks; and

“WW” means weeks worked (including paid leave and unpaid personal leave), plus the number of Professional Activity Days worked by the employee in that leave year.

The payment or adjustment of “LE” is multiplied by the weekly salary of the employee, which will be proportionate to full-time salary for part-time employees.

**Provided that** a week means the 5 working days, Monday to Friday, inclusive of public holidays and each day is 0.2 of a week.

**Provided always** that when there is a “pupil free day”, during student term time, and teachers are required to attend school on that day, the school shall be deemed to be open.

**Provided further** that the maximum number of Professional Activity Days is five per annum.

- (e) A teacher who receives retrospective salary to 1st January in the year that teacher commenced work under regulation 6 (3) of the *State Service Regulations 2001* shall be deemed to have commenced work on that day.
- (f) If the application of the formula specified in paragraph (d) in relation to the termination of work of an employee, other than the termination of work due to death or retirement on account of sickness results in a negative figure for “LE”, that amount shall be deducted from any salary payable to that employee or that employee shall refund that amount.
- (g) Notwithstanding paragraph (d), no allowance shall be paid under this clause to an employee who:
- (i) resigns from the Department and fails to give the relevant Secretary one month's notice, in writing, of that employee's intention to so resign, unless the relevant Secretary accepts a lesser period of notice; or
  - (ii) is dismissed from the State Service for being absent from duty without leave.

## **RECREATION LEAVE (NON SCHOOL BASED EMPLOYEES)**

Where an employee undertakes a fixed term assignment of duties in non-teaching employment the recreation leave is as follows:

### (h) Entitlement to Recreation Leave

- (i) A full-time employee is entitled to 147 hours of recreation for each 12 month period of continuous service (less the period of recreation leave).
- (ii) Recreation leave for full-time employees (73.5 hours per fortnight) accrues at a rate of 5.65 hours for each fortnight worked
- (iii) Part-time employees are to be entitled to recreation leave prescribed in subclause (h)(i) or (h)(ii) of this clause in proportion to the hours worked compared to full-time employees.
- (iv) Where the employer determines to close offices during the period commencing on Christmas Day and ending on New Year's Day (or any other days as may be deemed to be publicly observed as these State Service Holidays by application of the *Statutory Holidays Act 2000*), such hours not being Holiday with Pay will be deducted from the employees recreation leave accrual.

### (i) Payment for the Period of Recreation Leave

The rate of salary for an employee during a period of recreation is the normal rate of salary the employee would have received for the ordinary hours of work during the relevant period.

An employee before going on leave may elect to be paid the amount of salary that employee would have received for the ordinary hours work during the relevant period.

### (j) Calculation of Continuous Service for the Accrual of Recreation Leave

- (i) Service is to be deemed continuous from absences work on account of any paid leave;
- (ii) Any paid period of leave of absence without pay of more than twenty working days in aggregate in a personal leave year is not to be deemed continuous service for the purposes of recreation leave accrual.

### (k) Maximum Accrual of Recreation Leave

An employee is not to accrue more than two years entitlement to recreation leave. The employer is to make arrangements with the employee to take recreation leave in the next year of accrual. The arrangement agreed to between the employee and the employer for the taking of excess accrued recreation leave must be adhered to.

(l) Employer is to Enable Recreation Leave to be Taken

- (i) The employer is to make arrangements as are practicable to allow each employee in an Agency leave of absence annually for recreation and may, where necessary, cause a roster to be prepared at the commencement of each year allocating recreation leave to employees in an Agency in respect of that year.
- (ii) If it is not possible to grant leave of absence for recreation leave to an employee in any one year, due to the requirements of an Agency in which the employee is employed or for any other sufficient reason, the employer may permit leave to be taken by the employee in the subsequent year in addition to the recreation leave for that year.
- (iii) For the purposes of subclause (k) the total number of hours of recreation leave that any employee may have accumulated at the end of a year is not to exceed the recreation leave that the employee is entitled to for two leave years.
- (iv) If an employee is unable to take leave of absence for recreation for two leave years due to the requirements of the Agency in which the employee is employed, the employer is to make arrangements for the employee to take that leave of absence for recreation during the next leave year and the employee is to take that leave of absence for recreation as so arranged by the employer.

(m) Personal Leave Requirement During Recreation Leave

- (i) An employee who is injured or ill, or who is required to care for a member of the employee immediate family or household while absent on recreation leave may, on written application to the employer, be credited with a period of annual leave equal to the number of working days for which the employee was injured or ill, or required to care for a member of the employee's immediate family or household.
- (ii) Where, in accordance with subclause (m)(i) above, the employer re-credits an employee with recreation leave, a deduction of that number of days will be made from any personal leave credit to which the employee is entitled.
- (iii) An application made under subclause (m)(i) of this clause is to be accompanied with a certificate from a registered health practitioner.

(n) Recreation Leave in Advance of Accrual

The employer may allow an employee recreation leave in advance of the accrual of leave. In this case the accrual of the recreation leave is suspended until the period of leave taken in advance has been restored by time worked.

(o) Time of Taking Recreation Leave

Recreation Leave will be taken at a time or times mutually agreeable between the employer and the employee. Where no arrangement can be arrived at recreation leave will be given at a time fixed by the employer within a period not exceeding six



months for the date when the right to recreation leave has accrued and not less than four weeks' notice to the employee.

(p) Recreation Leave in One or More Periods

Recreation Leave may be granted and taken in a number of separate periods, including the granting and taking of a single day's leave.

(q) Where the leave year of an employee includes employment under conditions of both subclause (d) and (h) the period under subclause (d) shall be calculated in accordance with the subclause;

where –

“WW” means weeks worked less the aggregate number of weeks of non-teaching employment.

Where the “WW” results in a recreation leave penalty as a result of undertaking a non-teaching assignment of duties the employee may transfer any recreation leave accrued during the non-teaching assignment of duties to substitute the penalty.

## **5. PERSONAL LEAVE**

The provisions of this clause apply to permanent and fixed-term employees but does not apply to relief employees. The entitlements of relief employees are set out in clause (n).

(a) Definitions

(i) **'Health Practitioner'** means a registered health practitioner registered or licensed as a health practitioner under an appropriate law of the State of Tasmania.

(ii) **'Household'** in respect of an employee means any person or persons who usually reside with the employee.

(iii) **'Immediate family'** in respect of an employee includes:

(1) spouse (including a former spouse) of the employee. Spouse means a person who is married or a person who is in a significant relationship within the meaning of the *Relationships Act 2003*.

A significant relationship is a relationship between two adult persons who:

(A) have a relationship as a couple; and

(B) are not married to one another or related by family.

(2) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent (including foster parent step parent or legal guardian), grandparent, grandchild, sibling or step sibling, of the employee or employee's spouse.

(iv) **'Medical Certificate'** issued by a registered health practitioner is taken to be a medical certificate for the purpose of this clause if it is issued in respect of the area of practice in which the practitioner is registered or

licensed under an appropriate law of the State of Tasmania that provides for the registration or licensing of health practitioners.

- (v) **'Personal Leave'** means leave provided for:
  - (1) personal illness or injury; or
  - (2) to care for members of their immediate family or household who are sick and require care and support; or
  - (3) to care for members of their immediate family or household who require care due to an unexpected emergency.

(b) Personal leave entitlement for employees

- (i) Personal leave is available to an employee, when the employee is absent:
  - (1) due to personal injury or illness; or
  - (2) for the purposes of caring for an immediate family or household member who is sick and requires the employee's care and support or who requires care due to an unexpected emergency.
- (ii) The cumulative entitlement to personal leave for an employee who is employed on a full-time basis is twenty working days for the first year of service and ten working days for each subsequent year of service. The entitlement is granted at the commencement of the employees leave year.
- (iii) Part time employees are entitled to the same personal leave credits as a full-time employee but on a pro-rata basis according to the number of hours worked compared to a full-time employee. Payment for personal leave will only be made for those hours that normally would have been worked had the employee not been on personal leave.
- (iv) The employer may grant to an employee leave of absence for personal leave without pay for such periods, not exceeding one year in the aggregate as the employer deems appropriate.

(c) The effect of workers compensation

An employee is not entitled to take paid personal leave for a period during which the employee is receiving workers' compensation.

(d) Personal Leave for Personal Injury or Sickness

An employee is entitled to use the full amount of their personal leave entitlement for the purposes of personal illness or injury, subject to the conditions set out in this clause.

(e) Personal Leave to Care for an Immediate Family or Household Member

- (i) An employee is entitled to use up to 10 days personal leave each year to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency, subject to the conditions set out in this clause.
- (ii) Leave may be taken for part of a single day.

(iii) By agreement between an employer and an individual employee, the employee may access an additional amount of their accrued personal leave for the purposes set out in clause (e)(i), beyond the limit set out in clause (e)(i). In such circumstances, the employer and the employee will agree upon the additional amount that may be accessed.

(f) Sole person accessing leave

In normal circumstances an employee is not to take leave for caring purposes here another person has taken leave to care for the same person.

(g) Employee Must Give Notice

An employee is required to provide notice in writing for leave to be approved.

(i) As far as practicable an employee absent on personal leave for personal injury or illness (except in exceptional circumstances) must inform the employer of the employee's inability to attend for duty within two hours of commencement time of normal duty on the day of the personal leave absence.

The employee is to state:

- (1) the nature of the injury or illness and;
- (2) the estimated duration of the absence.

(ii) As far as practicable an employee taking personal leave to care for members of their Immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency is to give the employer:

- (1) notice prior to the absence of the intention to take leave;
- (2) the name of the person requiring care and their relationship to the employee;
- (3) the reasons for taking such leave; and
- (4) the estimated length of absence.

(iii) If it is not practicable for the employee to give prior notice of the absence, the employee must notify the employer at the earliest opportunity on any day leave is required and provide an estimation of the length of leave required.

(h) Evidence Supporting Claim

Subject to subclause (i) when taking personal leave the employee is to prove to the satisfaction of the employer that the employee was unable to attend duty on the day or days on which personal leave is claimed.

- (i) Where evidence is required and where reasonably practicable to do so;
- (1) An employee absent on account of personal injury or illness is to provide a medical certificate from a registered health practitioner
  - (2) Where taking leave to care for members of immediate family or household who are sick and require care and support the employee

is to provide a medical certificate from a registered health practitioner stating the illness of the person concerned and that such illness requires care by the employee

- (3) Where taking leave to care for members of immediate family or household who require care due to an unexpected emergency, the employee is to provide documentation acceptable to the employer stating the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.
- (ii) If it is not reasonably practicable for the employee to give the employer a medical certificate a statutory declaration made by the employee, stating the illness of the person concerned and where applicable that such illness or unexpected emergency requires care by the employee.
- (i) Days without medical certificate for personal injury or illness
  - (i) Where leave is granted under this clause for personal leave for personal illness or injury for a period of three or more consecutive working days, the third and subsequent days are without pay unless the leave is supported by a medical certificate from a registered health practitioner.
  - (ii) A medical certificate is required for each personal leave absence for personal illness or injury after the employee has taken an aggregate of five working days without a medical certificate in any personal leave year.
- (j) Calculation of Personal Leave year
  - (i) A personal leave year for the purpose of this clause means 12 months of continuous paid employment from the commencement of employment including periods of paid leave.
  - (ii) For any period of leave without pay, excluding personal leave without pay as prescribed, taken by an employee of more than 20 working days in aggregate in any personal leave year the whole of that period is not to count as service for the purpose of calculating the personal leave accrual date.
- (k) Verification of illness

Personal leave on account of personal illness or injury will not be granted to an employee who is suspected of being absent from duty without sufficient cause, and in order to satisfy the employer that there was or was not sufficient cause, the employer may direct an employee to undergo a medical examination by a registered health practitioner selected and paid for by the employer at any reasonable time and place and with reasonable notice.
- (l) Unpaid Personal Leave

Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an expected emergency. The employer and the employee will agree on the period. In the absence of agreement, the employee is entitled to take up to

two working days per occasion, provided the requirements of subclauses (g) and (h) are met.

(m) Communicable disease

Employees in schools who contract a communicable disease or illness specified by the National health and Medical Research Council and on the department's intranet site shall absent themselves from duty and be granted leave with pay, without prejudicing or affecting their personal leave entitlements.

- (i) the illnesses or diseases listed on the intranet site are classified as specific communicable diseases. Other diseases or illnesses may be added for the duration of a particular epidemic;
- (ii) Applications for Communicable diseases leave must be clearly marked to that effect, and accompanied by a medical certificate from a registered health practitioner which identifies the disease or illness.
- (iii) the employer must consult with the Union prior to providing written notice to employees of an intention to vary the list of diseases on the intranet site.

(n) Relief Employees – Caring Responsibilities

- (i) Subject to the evidentiary and notice requirements in subclauses (g) and (h) relief employees are entitled to not be available to attend work, or to leave work if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency.
- (ii) The employer and the employee are to agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to two working days per occasion. The relief employee is not entitled to any payment for the period of non-attendance.
- (iii) An employer must not fail to re-engage a relief employee because the employee accessed the entitlement provided for in this clause. The rights of an employer to engage or not to engage a relief employee are otherwise not affected.

## **6. SPECIAL LEAVE**

The employer may grant to an employee leave with pay:

- (a) in the event of the serious illness of a near relative for a period not exceeding three working days; This leave is in addition to personal leave as provided for in Clause 5 – Personal Leave of Part VI.
- (b) for the purpose of representing the State in a sport for a period not exceeding five working days in any year;

- (c) for the purpose of representing Australia in a sport for a period not exceeding ten working days in any year;
- (d) to attend any court of law when subpoenaed;
- (e) to participate in emergency service activities authorised by the employer.

## **7. HOLIDAYS WITH PAY**

- (a) Pursuant to section 53 of the *State Service Act 2000* employees are entitled to the following days as Holidays with Pay:  

New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Easter Tuesday, Anzac Day, Queen's Birthday, Show Day, Cup Day, Hobart Regatta Day (South of Oatlands), Recreation Day (where Hobart Regatta day is not observed), Christmas Day and Boxing Day;

or any other day or part of day that may be deemed to be a statutory holiday by the application of the Act.
- (b) An Act of the State parliament or a State Proclamation may substitute another day for any of the Holidays With Pay listed above.
- (c) Notwithstanding subclause (a) of this clause employees may be required to attend for work as prescribed by section 53(4) of the *State Service Act 2000* during any of the Holidays with Pay listed above.
- (d) This clause does not affect the right to pay casual employees a loading in lieu of Holiday with Pay entitlements in accordance with award provision to that effect.
- (e) All employees are entitled to one local show day. It will be observed on a day, other than a Saturday or Sunday, in the city, town or district in which the employee is employed; or in the absence of a local show day, any other day that is agreed to between the employee and the employer.

## **8. DEFENCE FORCE LEAVE**

- (a) Subject to this clause, a permanent employee who is a part-time member of any of Australia's Defence Forces may be granted leave of absence for:
  - (i) not more than 20 working days in any leave year to enable the employee to undertake Defence Force service; and
  - (ii) not more than 10 working days in any leave year, in addition to any leave granted to that employee in that leave year under subclause (a)(i), to enable the employee to undertake initial training upon first becoming a part-time member of Australia's Defence Forces; and
  - (iii) not more than 10 working days in any leave year, in addition to any leave granted to that employee in that leave year under subclause (a)(i), to enable the employee to undertake additional Defence Force service.

- (b) The following provisions apply to and in relation to leave granted to a permanent employee under subclause (a):
- (i) a certificate evidencing the necessity of the employee's attendance or the employee's eligibility to attend is to be submitted with the application for leave and, at the conclusion of the period of leave, the employee is to produce a certificate of attendance, and in each instance both certificates are to be signed by or on behalf of the person for the time being holding office as, or acting in the place of, the commanding officer in Tasmania or the relevant Defence Force;
  - (ii) the employee is to be paid -
    - (1) in the case of leave granted under subclause (a)(i) or (ii) an amount equal to the employee's normal salary for the period of that leave, and
    - (2) in a case which subclause (iii) applies, an amount equal to the employee's salary for the period of leave, less any naval, military or air force pay or allowance received by the employee in respect of that period.
  - (iii) if the employee, during a period of leave granted, sustains injury or contracts illness, necessitating his or her absence from duty beyond that period, the employee may be granted further leave on the following terms:
    - (1) if compensation is not paid to the employee on behalf of the Defence Force in respect of that absence, the leave may be granted as sick leave;
    - (2) if compensation is so paid, and is equal to or exceeds the amount of remuneration with the employee would have received if the employee had of been granted sick leave, the leave is to be granted without pay;
    - (3) if compensation is so paid, and is less than the amount of remuneration which the employee would have receive had the employee been granted sick leave, the employee is to be paid the difference, and his or her sick leave credit is to be reduced as if the employee had been granted sick leave with pay corresponding to the amount of the difference.
- (c) A permanent employee who is required to give continuous service as a member, other than as a part-time member, of any of Australia's Defence Forces, as a result of his or her -
- (i) voluntary enlistment at a time when Australia has been declared to be at war; or
  - (ii) call-up or conscription at any time under a law of the Commonwealth -
- is to be granted leave, for the period that the employee is required to continuously serve, without pay or on such other terms as the Minister may determine.

- (d) This clause applies to fixed-term employees who have completed 3 months' continuous service in any Agency or Agencies, but, subject to the law of the Commonwealth, if an employee's term of service will expire before the conclusion of the period of Defence Force service, leave may be granted under this clause only to the date of expiration.
- (e) Subject to subclause (f), any leave granted to an employee under this clause is to count as service for all purposes.
- (f) Where leave without pay is granted to an employee under this clause, only the period not exceeding 6 months is to be taken in to account for the purpose of accruing recreation leave.



## **PART VII – CONSULTATION AND DISPUTE RESOLUTION**

### **1. AVOIDANCE AND SETTLEMENT OF DISPUTES**

- (a) In the event of a dispute arising in the workplace, the procedure to be followed to resolve the matter will be as follows:
- (i) The teacher and his or her supervisor will meet and confer on the dispute matter; and
  - (ii) If the dispute is not resolved at that meeting, the parties will arrange for further discussions between the teacher plus his or her nominated representative, if any, and senior management.
  - (iii) At any time during (a)(i) and (a)(ii), the teacher may choose to be represented by the relevant union delegate/official or other employee representative.
- (b) If the dispute matters cannot be resolved by the procedure prescribed by subclause (a), discussions will be held between representatives of the Secretary and the Union or another nominated representative for the teacher.
- (c) If the dispute matter cannot be resolved as prescribed by subclause (a) and (b) it may be referred to the Tasmanian Industrial Commission.
- (d) While the parties attempt to resolve the matter, work will continue as normal unless a teacher has a reasonable concern about an imminent risk to his or her health and safety.

### **2. PLANNING COMMITTEE**

A planning committee may be established in a school/college to advise and assist the Principal with strategic planning within that school/college. The committee shall consist of members of the teaching staff elected by the school/college teaching staff. The Principal or his/her nominee shall also be a member.

### **3. WORKPLACE REPRESENTATIVE TRAINING**

A workplace representative shall be entitled to and the employer shall grant, up to two days' leave with pay each year, non-cumulative, to attend courses on the following conditions:

- (a) the scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute/dispute resolution procedure;
- (b) reasonable notice is given by the union and the workplace representative;

- (c) the taking of leave is arranged having regard to the operational requirements of the employer;
- (d) the workplace representative taking such leave shall be paid at the rate they would be paid had they not attended such training;
- (e) leave of absence granted pursuant to this clause shall count as service for all purposes of this award.

#### **4. FLEXIBLE WORKING ARRANGEMENTS**

- (a) Notwithstanding anything contained in this award, but subject to the provisions of this clause, an agreement may be entered into between the employer and all or some of the employees engaged by the employer.
- (b) An agreement shall be subject to the following requirements:
  - (i) The majority of employees affected by the change must genuinely agree to the change.
  - (ii) The agreement taken as a whole shall not confer a lesser benefit to any employee than is available under the award.
  - (iii) The Australian Education Union shall be advised by the employer of an intention to commence discussions with employees on an agreement under this clause.
  - (iv) The AEU must be a party to the agreement.
  - (v) The AEU shall not unreasonably oppose any agreement.
- (c) An enterprise agreement shall be signed by the parties, being the employer and the union and contain the following:
  - (i) The term of the agreement.
  - (ii) The parties covered by the agreement.
  - (iii) The classes of employees covered by the agreement.
  - (iv) The means by which a party may retire from the agreement.
  - (v) The means by which the agreement may be varied.
  - (vi) Where appropriate the means by which any dispute arising in respect to the agreement may be resolved.

- (d) Any agreement that seeks to vary a provision of this award shall be referred to the Tasmanian Industrial Commission.

## **PART VIII - PROTECTIVE CLOTHING**

### **1. PROTECTIVE CLOTHING**

Where, on the determination of the employer, an employee's official duties are such as to necessitate the wearing of protective clothing including wet weather gear, the employer shall provide that employee with an allowance.

- (a) The allowance shall be paid upon appointment and as required following that appointment.
- (b) The employer and the majority of employees will, by agreement, formulate a list of appropriate protective clothing items, for each category of employees and the allowance will be sufficient for the employee to purchase the items on that list.

James P McAlpine  
**COMMISSIONER**

5 October 2011