

T14918 OF 2022

Industrial Relations Act 1984
s55 Industrial Agreement



TEACHERS AGREEMENT 2021

Between the

Minister administering the *State Service Act 2000*

and the

Australian Education Union, Tasmanian Branch

1 TITLE

This Agreement shall be known as the Teachers Agreement 2021.

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3 APPLICATION

This Agreement is made in respect of employees covered by the Teaching Service (Tasmanian Public Sector) Award.

4 DATE AND PERIOD OF OPERATION

- 4.1 This Agreement cancels and replaces the Teachers Agreement 2019 which was registered on 1 January 2019 and expired 1 month after registration.
- 4.2 This Agreement cancels and replaces the Teachers Agreement 2019 (No 2) which was registered on 13 December 2019.
- 4.3 This Agreement applies with effect from the 20 September 2021 and will remain in force until 19 September 2022.
- 4.4 The parties agree to commence negotiations for a replacement agreement on or before 1 April 2022.

5 PARTIES BOUND

This Agreement is between the Minister administering the *State Service Act 2000* and the Australian Education Union, Tasmanian Branch.

6 RELATIONSHIP TO AWARDS AND AGREEMENT

This Agreement prevails to the extent of any inconsistency that occurs between this Agreement and the Teaching Service (Tasmanian Public Sector) Award or any registered Agreement with the Minister administering the *State Service Act 2000*.

7 SALARY INCREASES

- 7.1 Salaries will increase as follows:
 - (i) 2.35 % per annum with effect from the ffpccoaa 1 March 2022;
- 7.2 Schedule 2 of this Agreement sets out the annual rates of pay effective ffpccoaa 1 March 2022 for employees covered by the Agreement.

8 BAND 1 LEVEL 13

Teachers are eligible to progress to this salary point provided the individual has been at Band 1 Level 12 for 12 months or more and has full teacher registration as certified by the Teachers Registration Board (TRB). For those teachers who do not meet the progression criteria,



progression may occur from the date of certification by the TRB of full teacher registration provided the individual has been at Band 1 Level 12 for 12 months or more.

School psychologists are eligible to progress to this salary point provided they have been at Band 1 Level 12 for 12 months or more.

9 VET SPECIALIST TEACHER CLASSIFICATION SCALE

Schedule 3 of this Agreement sets out the VET Specialist Teacher Classification Scale.

10 SALARY SACRIFICE

10.1 An employee covered by this Agreement may elect to sacrifice a proportion of their salary to:

- (i) a complying superannuation scheme of their choice, as defined in the *Public Sector Superannuation Reform Act 2016*, subject to compliance with any Tasmanian or Commonwealth Government directive and legislation; and
- (ii) work-related computer software.

10.2 Employees may also elect to salary sacrifice for the following:

- (i) Novated lease of a motor vehicle;
- (ii) Remote area housing rental, housing loan interest or the costs of purchasing or building a property;
- (iii) Remote area is as defined by the Australian Taxation Office.

10.3 Any salary sacrifice arrangements relating to 10.2 are to be administered by MAXXIA or another organisation nominated by the employer.

10.4 Any fringe benefits tax, other tax liabilities or direct administrative costs incurred from a salary sacrifice arrangement under this Clause shall be the responsibility of the employee and shall not create any liability for the employer.

10.5 Salary for all purposes, including superannuation for employees entering into a salary sacrifice agreement, will be determined as if a salary sacrifice agreement did not exist.

10.6 An employee may amend or withdraw a salary sacrifice arrangement at any time.

11 REVIEW OF SCHOOL BASED PRINCIPAL CLASSIFICATION STRUCTURE



The parties will review the school-based Principal Classification structure through an Employer/Union Joint Working Party. This review will also include Band 2 (AST) and Band 3 (Assistant Principal) positions and will be completed within 12 months of the Agreement being registered.

12 HDA FOR PRINCIPAL CLASSIFICATIONS

- 12.1 From the ffppcoa 19 December 2019, Principals in receipt of a HDA following translation to the new classification methodology under the *Teaching Service (Tasmanian Public Service) Principals Agreement 2013*, will continue to be assessed as from the commencement of Term 1 2020, each year following the Census, and
- 12.2 Where the classification of a school is assessed at a higher level for three consecutive years and that assessment is predicted to continue, the position of the Principal will be advertised.

13 CORRECTIONS ALLOWANCE

- 13.1 In addition to an employee's base salary rate an all-purpose allowance of 6.5% is to be paid to employees who are engaged to undertake duties at Ashley Youth Detention Centre.
- 13.2 This allowance is payable during all periods of paid leave.

14 INCENTIVE PAYMENTS – ISOLATED SCHOOLS

Schedule 1 of this Agreement contains additional annual payments to teachers in schools listed in Clause 1(ii) of Schedule 1.

15 ADJUSTMENT OF WAGE RELATED ALLOWANCES

Unless specified separately in this Agreement, all monetary allowances in this agreement will be automatically adjusted upward from 1 July each year by the same percentage as the salary rate for Band 1 Level 5 increases between 1 July in the preceding year and 30 June of that year.

16 MINIMUM HOURS OF WORK

The minimum hours of work for any one day shall be two continuous hours unless there is mutual agreement in writing between the Employer and the employee for a period of less than two hours.



17 PROFESSIONAL ACTIVITY DAYS

17.1 Notwithstanding the provisions of the award, the parties are agreed to the following:

- (i) The award requires teaching staff in schools and colleges to be in attendance for the equivalent of an additional five (5) days per year. The timing and purpose of these additional days should be determined at the school level in consultation with staff.
- (ii) As stated in the award, these 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. This may include activities such as report writing; parent teacher meetings; presentation evenings; activities that require teacher supervision of students.
- (iii) This does not preclude teaching staff from undertaking these types of activities as part of their normal duties.
- (iv) A plan for the use of professional activity days should be established annually by the principal in consultation with staff.
- (v) Three (3) of the five (5) days will be aligned to the Australian Professional Standards for Teachers (AITSL Standards).

17.2 Professional Activity for such purposes as professional development, curriculum development and whole-school or team planning shall not extend beyond 5pm.

17.3 The parties will undertake a review of Professional Activity Days within 12 months of the Agreement being Registered. The review will consider best practice use of this time and how to ensure consistency across all workplaces.

18 IN-CLASS SUPPORT

18.1 When a student requires increased support for trauma, disability and/or challenging behaviours, a teacher will be able to have a discussion with their line manager about the following matters to ensure the teacher is able to confidently undertake their teaching duties within the prescribed paid working week:

- (i) Professional development relevant to the student's identified needs during paid work time;
- (ii) Additional learning support in the classroom;
- (iii) Reduced additional duties (such as yard duties);



- (iv) A reduction in class size, compared to like classes; and/or
- (v) Other additional support as agreed between the teacher and the Employer.

18.2 Student numbers in practical classes should take into account the learning environment, including available space and fixed design features of the teaching area (workstations or workbenches) and the nature of the equipment that is to be used by students. Other contextual factors including the number of students who require educational adjustments must also be taken into consideration when determining a maximum class size for practical subjects.

18.3 Any adjustments/increased support required will be funded from within the school's resources.

19 TEACHER WORKLOAD REFERENCE GROUP

19.1 The Teacher Workload Reference Group (TWRG) will comprise of representatives from the Union and the Employer.

19.2 Where required, relief will be funded for Union representatives who are employees to participate in the TWRG.

19.3 The TWRG has two main purposes as follows:

- (i) To monitor the implementation of those clauses related to workload in this Agreement;
- (ii) To identify and develop agreed strategies to address matters impacting on teacher workload.

19.4 The TWRG will meet on a regular basis, at least every two months or as agreed by the parties.

20 WORKLOADS

20.1 The Employer will ensure that supervisors and managers are aware that the tasks allocated to employees must not exceed what can reasonably be performed in the hours for which they are employed.

20.2 The Employer will ensure that supervisors and managers implement procedures to monitor the hours worked of the employees they supervise and where employees regularly work hours in excess of the hours for which they are employed to perform their jobs, changes (technology, responsibility, extra resources) will be implemented.



- 20.3 In most circumstances substantive vacant positions will be filled prior to the start of the next school year. If it appears likely that will not be the case, supervisors and/or managers will consult affected employees within three months of the position becoming vacant, giving the reasons why the position will not be filled and advising how the workloads will be managed having regard to subclauses 20.1 and 20.2 above.
- 20.4 In most circumstances temporary vacancies will be filled as they arise. Where a position is not to be filled, supervisors and managers will consult affected employees, giving the reasons why the position will not be filled and advising how the workload will be managed having regard to subclauses 20.1 and 20.2 above.

21 FAMILY FRIENDLY AND FLEXIBLE WORKPLACE ARRANGEMENTS

21.1 Flexible Working Arrangements

- (i) Flexible working arrangements assist employees to balance work and family commitments. The adoption or extension of family-friendly arrangements may require innovation in respect of supervision, scheduling of meetings, training opportunities, hours of work, and how, where and when work is performed.
- (ii) Without limiting the kind of arrangements that may be suitable in any individual instance, family-friendly arrangements could include non-standard and variable starting and/or finishing times, part-time work, and job sharing.
- (iii) In considering an employee's request for flexible work arrangements, the Employer will take into account the employee's family and other, relevant, commitments.
- (iv) Such requests will also have to be considered in light of the operational needs of the Employer but will not be unreasonably refused. Employees will be given the reasons if requests for flexible working arrangements are not approved.

21.2 Reimbursement of Child Care Costs

Where employees are directed to work outside their normal hours, or work patterns, and as a result incur additional commercial child care costs, such costs will be reimbursed by the Employer.

21.3 Lactation Breaks/Facilities

In order that employees can better combine the demands of work and parental responsibilities, an employee is to have reasonable time and access to suitable facilities



in the workplace for the purpose of expressing milk, breastfeeding, or any other activity necessary for breastfeeding and expressing in the workplace.

21.4 Ability to Vary Load

- (i) Where an employee, in accordance with the Parental Leave Test Case decision, seeks to vary their workload that person can nominate the length of time they wish the variation to continue up to a maximum period of five years, before reverting to her/his previous load.
- (ii) An employee who seeks to vary their workload will place that request in writing and give it to their supervisor.
- (iii) The variation of load, if agreed to, must be confirmed in writing and:
 - a. Outline the variation;
 - b. Clearly state the period of time; and
 - c. Be signed by the employee and a representative of the Employer.
- (iv) Unless the employee seeks to vary that arrangement in writing, and provides 12 weeks' notice, the employee will be offered reversion to the previous employment level at the time nominated.

22 PAID TIME TO ATTEND TO URGENT PERSONAL BUSINESS

22.1 Employees (excluding principals) in isolated schools as defined in Schedule 1 of this Agreement are entitled to apply for up to one full day each term (i.e. up to four days per year) in paid time to attend to urgent personal business which is unable to wait until the end of term when school holidays fall.

22.2 Employees (excluding principals) in the following schools are entitled to apply for up to two full days per year for the same purpose as described in sub clause 22.1 above:

Bicheno Primary

Edith Creek Primary

St Helen's District High

St Mary's District

Swansea Primary

Tasman District

Winnaleah District High



- 22.3 When applying for paid time an employee is required to provide sufficient notice and detail to enable the Principal to assess the request.
- 22.4 Principals have discretion to approve paid time off as described in sub clause 22.1 and 22.2 and this is managed at the school level.
- 22.5 Paid time off under this clause is not cumulative, is not a leave entitlement and is not paid out on separation.
- 22.6 Paid time off under this clause is only applicable for absences during an employee's normal working hours.

23 NON-APPROVAL OF DISCRETIONARY LEAVE

Where discretionary leave, such as special leave or leave without pay, is sought by an employee and not approved by the Employer, the refusal to approve such leave shall be accompanied by written reasons for such refusal.

24 INSTRUCTIONAL LOAD – KINDERGARTEN TO GRADE 6 TEACHERS

Notwithstanding the provisions of Part II, Clause 2 (c) (i) of the Award, the instructional load for Kindergarten to Grade 6 teachers shall be no more than 42 hours per fortnight from the beginning of Term 3 2020.

25 PLANNING, PREPARATION AND ASSESSMENT

- 25.1 In formulating a school's timetable of activities, time for teachers to plan, prepare and assess students work should be made available within the 70 hours of attendance each fortnight.
- 25.2 2.5 hours per week or 5 hours per fortnight (non-cumulative) shall be allowed for primary teachers for planning, preparation and assessment within the 35 hours per week or 70 hours per fortnight.

26 FRACTIONAL TEACHING LOAD – KINDERGARTEN TEACHERS

Teachers who teach one class of kindergarten students (15 hours per week) will have that time recognised as 0.7 of a full-time teaching load.



27 INSTRUCTIONAL LOAD – COVID-19

- 27.1 To provide greater flexibility with staff arrangements due to the impact of COVID-19, additional Instructional Load may be undertaken by teaching staff as outlined below.
- 27.2 Teaching staff, excluding an employee assigned the classification of a Principal, may undertake up to an additional 8 hours per fortnight of instructional load above the existing Award and Agreement prescribed maximums , namely:
- (1) Kindergarten to Grade 6 - 42 hours per fortnight (clause 24 of this Agreement);
 - (11) Grade 7 to Grade 12 - 40 hours per fortnight Part II, Clause 2 (c)(ii) of the award .
- 27.3 An employee assigned a classification of Advanced Skills Teacher (AST) or Assistant Principal can undertake additional instructional load above their fortnightly time-tabled teaching load, or equivalent, to replace an absent classroom teacher and will be eligible for payment at the rate of 182 % of the Band 1 Level 13 ordinary rate for each additional hour worked.
- 27.4 Where a school is unable to engage a suitable relief teacher to cover the classroom teacher's absence from normal duty the following is to apply:
- (1) If the school is unable to engage a suitable relief teacher then additional instructional load may be offered to a Band 1 Teacher who has indicated agreement to work additional instructional load;
 - (11) If the school is unable to cover the classroom teacher's absence in accordance with 27.4 (i) then the additional instructional load can be offered to an Advanced Skills Teacher (AST);
 - (111) In circumstances where steps 27.4 (i) and (ii) have been unsuccessful to cover a classroom teacher's absence from duty, a school may, after obtaining the prior approval of the Director Operations in Learning Services, offer the additional instructional load to an Assistant Principal.
- 27.5 Teaching Staff cannot be directed to undertake additional hours of instructional load and any hours worked above the fortnightly prescribed maximums outlined in clause 27.2 must be arranged by agreement.
- 27.6 All additional hours undertaken by teaching staff (excluding Advanced Skills Teacher (AST) or Assistant Principal) as instructional load above the fortnightly prescribed maximums will be paid at the rate of 182% of the employee's ordinary rate for each additional hour worked.

Provided that no additional payments will be paid for any additional hours of instructional load that may be undertaken below the fortnightly prescribed maximums, outlined in clause 27.2 above.



Example

A full-time Teacher agrees to undertake an additional 3 hours instructional load in a fortnight. The Teacher will receive a payment for that fortnight of 3 hours at 182% of the employee's ordinary rate which will be additional to ordinary hours i.e. 70 hours at the employee's ordinary rate and 3 hours at 182 % of the employee's ordinary rate.

- 27.7 For an employee assigned a classification of Advanced Skills Teacher (AST) or Assistant Principal all additional hours undertaken above their fortnightly time-tabled teaching load, to replace an absent classroom teacher, will be paid at the rate of 182 % of the ordinary rate calculated at the classification of Band 1 Level 13, for each additional hour worked.
- 27.8 To implement this change Principals will make internal arrangements at a school level to obtain expressions of interest from existing teaching staff to register an interest in undertaking additional instructional load.
- 27.9 Where a member of the teaching staff agrees to undertake additional instructional load per fortnight, the Principal or other appropriate senior staff member, will discuss any timetabling arrangements directly with the employee.
- 27.10 Notwithstanding that an employee has agreed to undertake additional instructional load, the employee may withdraw their agreement. Such withdrawal is to occur through providing no less than 24 hours notice to the Principal, or other appropriate senior staff member.
- 27.11 The operation of this Clause will only commence from the date of registration and be reviewed by the parties at the end of Term 2 2022.

28 BEGINNING TEACHER TIME RELEASE (BETTR) PROGRAM

- 28.1 The BeTTR Program applies to beginning teachers who are in their first and second year of employment since graduation and are employed on a permanent or fixed-term basis for at least one school term at 0.5 full-time equivalent or more.
- 28.2 Under the BeTTR program, full-time beginning teachers are eligible to access a minimum "instructional load" time release of four hours per fortnight in the first year and two hours per fortnight in the second year. Part-time teachers 0.5 full-time equivalent and above can access the time release on a pro rata basis.
- 28.3 The purpose of the BeTTR program will vary according to the needs of each beginning teacher, but may include time release for:

- (iv) Induction programs relating to school, district and the Department



- (v) Ongoing "feedback" meetings with senior staff and/or other experienced teachers
- (vi) Attendance at specific professional development programs
- (vii) Observation of experienced teachers in the classroom
- (viii) Additional "time out" for lesson preparation
- (ix) Visiting other schools/colleges – discussions with experienced teachers
- (x) Visit to a Learning Services
- (xi) Meetings with relevant Learning Services curriculum officers
- (xii) Attendance at "awareness" meetings with Learning Services support staff
- (xiii) Collaboration, including attendance at meetings with other beginning teachers within the Learning Services.

28.4 Time release under the BeTTR program should not be a substitute for individual, school or Learning Services professional learning programs – it is designed to supplement, not replace other learning programs.

28.5 In consultation and agreement with the school or college principal, time release for a beginning teacher may be "banked" up to a maximum of the equivalent of six hours to accommodate a "block" release for the beginning teacher to attend or participate in a one-day professional development program or activity.

29 CONSULTATION AND CHANGE

29.1 For the purposes of this clause, consultation is not simply advice on what is about to happen, neither is it negotiation or making decisions by consensus. Consultation is providing the employee(s), union(s) or other relevant persons, with genuine opportunity to influence the decision or decision-maker. Consultation is not joint decision making or a barrier to the prerogative of management to make decisions. The employee(s), union(s), or other relevant persons must be given a reasonable opportunity to suggest alternative proposals in a timely manner. The Employer is to give proper consideration to any alternative proposals, and communicate these considerations to the proposer(s).

29.2 General

- (i) Where the Department is planning the introduction of major changes in work arrangements and practices that are likely to have significant effects on employees, the Department shall notify the employees who



may be affected by the proposed changes and the Union prior to the trialling or implementation of such changes.

- (ii) The Department shall consult with the employees affected and the Union and discuss the introduction of the changes referred to above, the effects the changes are likely to have on employees, measures taken to avoid or lessen the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the Union in relation to the changes. These discussions shall commence as early as practicable after the Department believes that change may be necessary.
- (iii) For the purposes of such discussion, the Department shall provide in writing to the employees concerned and the Union all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees.
- (iv) Principals must be genuinely consulted about significant changes impacting on their work and proposed changes to school and operational priorities, prior to the decision to implement the change.

29.3 School-Based Consultation

- (i) As the Employer's representative, the principal has ultimate responsibility for decisions at the school level.
- (ii) Appropriate workplace consultative arrangements exist in many work places. They are established to ensure that the principal's responsibility to make school-based decisions, as the Employer's representative, is carried out in a framework that enables employees to have input into the decisions that affect their working life.
- (iii) The consultative arrangements must allow for either the direct input of staff at the school or representation by elected representatives.
- (iv) There is to be consultation where changes in work arrangements and practices that are likely to have significant effects on employees are being planned or proposed.
- (v) As part of the consultative arrangements the principal, as the Employer's representative, will ensure that information is available to staff to allow informed consultation to occur.



- (vi) The nature, purpose and intent of the consultation will be clearly described prior to commencement. This will include a description of the origins including responding to an Employer policy and/or guideline or addressing a local school need.

30 WORKPLACE UNION DELEGATES

30.1 Workplace union delegates will have recognition by the Employer through:

- (i) The right to be treated fairly and to perform the role as workplace union delegates without any discrimination in employment, and the right to be treated with respect and without victimisation by management representatives.
- (ii) The right to formal recognition by the Employer that endorsed workplace union delegates speak on behalf of union members in their workplaces and that issues raised by workplace union delegates will be dealt with promptly and appropriately.
- (iii) The right to have workplace union structures, such as workplace union delegates and worksite committees, recognised and respected.
- (iv) The right to represent members on workplace issues.
- (v) The right to representation on consultative committees, genuine consultation and reasonable access to information about the workplace.
- (vi) The right to reasonable paid time:
 - (a) to represent the interests of members to the Employer;
 - (b) to represent the interests of members in industrial tribunals;
 - (c) to consult with union members;
 - (d) to participate in the operation of the union;
 - (e) to research and prepare prior to all negotiations with management;
 - (f) an opportunity to explain the benefits of union membership to employees including new employees at the time they enter into employment.
- (vii) The right to call meetings of members and non-members to discuss union business.

30.2 Workplace union delegates shall have access to facilities, including:



- (i) Where practicable, access to a private room to meet with individual members and perform union business.
- (ii) Reasonable access to telephone, facsimile, post, photocopying, internet and email facilities for the purpose of carrying out work as a delegate and consulting with workplace colleagues and the union.
- (iii) The right to place union information on an appropriate notice board in a prominent location in the workplace.
- (iv) Access to information relevant to the workplace and/or workplace issues, including appropriate awards, agreements, statements of duty, policies and, where available, staff lists.

30.3 Workplace union delegates shall have:

- (i) An entitlement to five days paid training leave in any one calendar year to attend union-endorsed union courses and attendance at union conferences.
- (ii) Recognition that the time associated with travel for country representatives may require additional time to (i) above.
- (iii) Recognition by management of any identified skills acquired by a delegate in that role for the purposes of progression through any skills-based progression system operating in that workplace wherever those identified skills are also required by the substantive position occupied by that delegate. Workplace union delegates must notify the Employer of the intention to use the skills for progression.

30.4 Workplace union delegates' roles may extend beyond the workplace and the workplace union delegates shall have access to reasonable time:

- (i) To promote union issues, for participation on committees, and to assist workplace union delegate development, including paid work in the union office negotiated between the union and the Employer on a case by case basis;
- (ii) To participate in internal union forums and committees (e.g. branch or national conferences). Generally, members are elected to these roles under the registered union rules;
- (iii) In dispersed or remote workplaces the workplace union delegate structure may require co-ordinating workplace union delegates and that



these workplace union delegates may require a greater amount of time to perform their duties.

- (iv) Workplace union delegates will have access to leave without pay for the purposes of working for a union. Any such period of leave will be considered as service for salary increment purposes and shall not constitute a break in service for other purposes. Prior to taking up such positions with the union, employees will not be required to relinquish their substantive positions.

31 INDUSTRIAL RELATIONS PRINCIPLES

31.1 The parties commit to the following industrial relations principles:

- (i) Co-operative and consultative relationships between management, employees and the union.
- (ii) Management, employee and union relationships based on mutual respect, trust and preparedness to consider alternative viewpoints.
- (iii) Negotiations involving a mutual problem solving approach focusing on long-term gains for all parties.
- (iv) To work within a progressive industrial relations culture to create a system of highly effective schools with effective workplace practices.
- (v) Recognition of an appropriate role for workplace union delegates.

32 GRIEVANCES AND DISPUTE SETTLING PROCEDURE

32.1 In the first instance, grievances and disputes will usually be dealt with at the workplace by appropriate employer and employee representatives. In circumstances where discussions at that level fail to resolve the grievance or dispute, the issue will be referred to appropriate union and management representatives. If still unresolved, the matter will be referred to the Tasmanian Industrial Commission. Where a grievance or dispute is being dealt with under this process, normal work will continue.

32.2 This grievance and dispute procedure does not take away an employee's rights to seek redress of a grievance either under the *State Service Act 2000* or the *Industrial Relations Act 1984*, or any other relevant legislation.

33 NO EXTRA CLAIMS

The parties to this Agreement undertake that, for the life of this Agreement, they will not initiate any additional claims regarding salary or conditions of employment.



34 SIGNATORIES

SIGNED FOR AND ON BEHALF OF

The Minister administering the *State Service Act 2000*

Signed:

Name:

Date:

SIGNED FOR AND ON BEHALF OF

Australian Education Union, Tasmanian Branch

Signed:

Name:

Date:

Signed:

Witness

Name:



Date: 4/4/2022



SCHEDULE 1

INCENTIVE PAYMENTS FOR EMPLOYEES IN DESIGNATED SCHOOLS

1. Definitions

For the purposes of this Schedule:

(i) "Eligible employee" means:

- A permanent employee in a designated school including a Principal; and
- A fixed-term employee who is employed for at least one school year in a designated school.

Provided that this does not include an employee who has worked continuously in one of the designated schools for more than six years.

(ii) "Designated school" means:

Cape Barren Island School, Flinders Island District High School, King Island District High School, Mountain Heights School, Redpa Primary School, Rosebery District High School, Strahan Primary School, and Zeehan Primary School.

2. Incentive Payments

Full-time eligible teachers shall be paid the following additional salary at the time specified whilst working in one of the designated schools:

- (i) \$2759 upon commencement
- (ii) \$2759 upon completing 3 years continuous employment
- (iii) \$5523 upon completing 4 years continuous employment
- (iv) \$5523 upon completing 5 years continuous employment
- (v) \$5523 upon completing 6 years continuous employment
- (vi) In respect of 2 (i), a fixed-term employee will not receive payment of the additional salary until the completion of the year.
- (vii) The additional salary for part-time employees will be paid on a pro rata basis according to the employee's allocated workload.
- (viii) An employee who completes their third, fourth, or fifth year, not at the end of a school year and is transferred to another location at the end of the school year, shall receive 2.5% of the annual payment for each school week worked from the time the last payment was received until transferred.



SCHEDULE 2

Teacher Salary Scales

Classification	Current	2.35% increase from FFPPCOOA 1 March 2022
Education Support Specialist		
Level 1	\$66119	\$67673
Level 2	\$67396	\$68980
Level 3	\$69146	\$70771
Level 4	\$70187	\$71836
Teachers		
Band 1, Level 1	\$63213	\$64699
Band 1, Level 2	\$65198	\$66730
Band 1, Level 3	\$67191	\$68770
Band 1, Level 4	\$69169	\$70794
Band 1, Level 5	\$72725	\$74434
Band 1, Level 6	\$76473	\$78270
Band 1, Level 7	\$80409	\$82299
Band 1, Level 8	\$84557	\$86544
Band 1, Level 9	\$88911	\$91000
Band 1, Level 10	\$93436	\$95632
Band 1, Level 11	\$97773	\$100071
Band 1, Level 12	\$102681	\$105094
Band 1, Level 13	\$104313	\$106764
Advanced Skills Teacher Band 2	\$110662	\$113263
Band 3 -Assistant Principal	\$122625	\$125507
Band 3 Principals Former Classification Methodology		
Band 3, Level 1	\$122625	\$125507



Band 3, Level 2	\$129391	\$132432
Band 3, Level 3	\$136116	\$139315
Band 3, Level 4	\$146236	\$149673
Band 3, Level 5	\$155237	\$158885
Band 3, Level 6	\$160926	\$164708
Band 3, Level 7	\$166203	\$170109
Band 3, Level 8	\$172579	\$176635
Band 3 Principals New Classification Methodology		
Band 3, Level 1	\$129980	\$133035
Band 3, Level 2	\$138574	\$141830
Band 3, Level 3	\$147161	\$150619
Band 3, Level 4	\$155755	\$159415
Band 3, Level 5	\$164347	\$168209
Band 3, Level 6	\$172940	\$177004
Band 3 – Non School Based Principals		
Band 3, Level 1	\$109568	\$112143
Band 3, Level 2	\$116567	\$119306
Band 3, Level 3	\$122625	\$125507
Band 3, Level 4	\$131745	\$134841
Band 3, Level 5	\$139854	\$143141
Band 3, Level 6	\$144979	\$148386
Band 3, Level 7	\$149734	\$153253
Band 3, Level 8	\$155476	\$159130
Band 4 Senior Education Manager/Director		
Band 4 Level 1	\$185218	\$189571
Band 4 Level 2	\$194479	\$199049
Specialist VET Teachers		
Band 1 Level 1	\$65198	\$66730



Band 1 Level 2	\$67191	\$68770
Band 1 Level 3	\$69169	\$70794
Band 1 Level 4	\$72725	\$74434
Band 1 Level 5	\$76473	\$78270
Band 1 Level 6	\$80409	\$82298
Band 1 Level 7	\$84557	\$86544
Band 1 Level 8	\$88911	\$91000
Band 1 Level 9	\$93436	\$95632
Band 1 Level 10	\$97773	\$100071
Band 1 Level 11	\$102681	\$105094



SCHEDULE 3

Specialist VET Teacher Classification Scale

Teachers delivering VET subjects in school and colleges who hold Specialist VET Teacher Registration with the Teachers Registration Board but do not possess teaching qualifications are assigned a classification in accordance with the following scale:

Classification	Progression
Band 1 Level 1	Initial appointment
Band 1 Level 2	Increment annually
Band 1 Level 3	Increment annually
Band 1 Level 4	Increment annually
Band 1 Level 5	Increment annually
Band 1 Level 6	Maximum increment level without progress towards a higher teaching qualification
Band 1 Level 7	Increment annually
Band 1 Level 8	Increment annually
Band 1 Level 9	Increment annually
Band 1 Level 10	Increment annually
Band 1 Level 11	Maximum level for Specialist VET Teachers

1 Salary Progression

- (i) Progression for Specialist VET Teachers is in accordance with Part III, Clause 2 – Salary Progression of the Award, subject to the particular requirements detailed in this Schedule.
- (ii) Progression from Band 1 Level 1 to Band 1 Level 6 is not subject to any teaching qualification requirements other than the qualifications required to deliver the VET subjects, including Certificate IV in Workplace Assessment and Training and a qualification in the specialisation being delivered.
- (iii) To progress to Band 1 Level 7 and above, Specialist VET Teachers are required to demonstrate progress towards obtaining a teaching qualification. Progress means enrolment and partial completion of a Bachelor of Education (Applied Learning) or a relevant equivalent tertiary qualification aligned to the Teacher's duties.
- (iv) Salary progression from Level 7 to Level 11 is via annual increments, provided the Specialist VET Teacher continues to progress towards obtaining a teaching qualification. As a minimum, this requires the Specialist VET Teacher to successfully complete four (4) units per annum, as evidenced by an academic transcript.
- (v) If continued progression towards a teaching qualification is not demonstrated, the Specialist VET Teacher will not progress beyond their last increment and salary placement.
- (vi) The Employer may also determine, in consultation with the Specialist VET Teacher, a reasonable timeframe for the Specialist VET Teacher to complete their higher teaching qualification.

2 Completion of the Bachelor of Education (Applied Learning)



- (i) On successful completion of a Bachelor of Education (Applied Learning), a Specialist VET Teacher will be classified as a Band 1 Teacher and classified in accordance with Schedule 2 of this Agreement.

3 New Appointments

- (i) Except where otherwise determined by the Employer new appointments are to be at Band 1 Level 1, provided that the Employer may determine that a Specialist VET Teacher's previous competency, industry or delivery experience, qualifications or work responsibilities justify a higher initial appointment level. In these cases the maximum initial appointment level is Band 1 Level 6. This determination will be made in accordance with a Panel Assessment.

4 Panel Assessment

- (i) A Panel comprising representatives from the school/college where the employee is located, Support and Development and Human Resources will determine whether a higher appointment level above Band 1 Level 1 is justified based on the Specialist VET Teacher's:
- Previous competency, industry or delivery experience;
 - Qualifications;
 - Work responsibilities.



