

T15024 OF 2023



Industrial Relations Act 1984
s55 Industrial Agreement

TEACHERS AGREEMENT 2023

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 2023.

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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 2021 which was registered on 11 April 2022.
- 4.2 This Agreement applies with effect from the 20 September 2022 and will remain in force until 19 September 2025.
- 4.3 The parties agree to commence negotiations for a replacement agreement on or before 1 April 2025.

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 DEFINITIONS

'Beginning Teacher' means an early career teacher employed above 0.4 FTE who is in their first and second year of teaching on a permanent or fixed term basis (other than relief) but does not include employees employed under the Teach for Australia Program.

8 SALARY INCREASES

- 8.1 Salaries will increase as follows:
 - (i) 3.5 per cent per annum with effect from the first full pay period commencing on or after (ffppcoa) 1 March 2023.
 - (ii) 3 per cent per annum with effect from ffppcoa 1 March 2024.
 - (iii) 3 per cent per annum with effect from ffppcoa 1 March 2025.
- 8.2 All employees covered by this agreement receive a flat rate \$1,000 cost of living increase to the base salaries in Schedule 2 of this Agreement, effective ffppcoa 1 March 2023, to apply prior to the percentage increase outlined in Clause 8.1(i).



- 8.3 In addition to clause 8.2 employees at Education Support Specialist Level 4 and below, Teacher Band 1 Level 4 and below and Specialist VET Teachers Band 1 Level 3 and below, receive a further lower income flat rate \$500 increase to their base salaries in Schedule 2 effective from the ffppcooa 1 March 2023, to apply prior to the percentage increase outlined in 8.1(i).
- 8.4 Employees at Education Support Specialist Level 4 and below, Teacher Band 1 Level 4 and Specialist VET Teachers Band 1 Level 3 and below, at the point the payment is due will receive a one-off Lower Income Payment as follows:
- (i) \$1000 (pro rata) payable from the ffppcooa the date of registration of this Agreement
 - (ii) \$500 (pro rata) payable from the ffppcooa 1 March 2024
 - (iii) \$500 (pro rata) payable from the ffppcooa 1 March 2025
- 8.5 Part-time and fixed-term casual and relief employees will receive pro-rata payment of the Lower Income Payment referred to in Clause 8.4 on the basis of their average fortnightly hours worked as a proportion of the full time equivalent fortnightly hours. The following approach applies to the calculation of average fortnightly hours worked:
- (i) For part-time employees who regularly work their contracted hours, the fortnightly hours will be those hours specified in that employee's appointment;
 - (ii) For part-time employees who regularly work a pattern of hours above their contracted hours, the fortnightly hours will be those hours worked in the employee's regular pattern;
 - (iii) For fixed-term casual employees and for part time employees who work an irregular pattern of hours, the average fortnightly hours will be calculated on the basis of average fortnightly hours worked over the previous 12 months. Where these employees have commenced employment within 12 months of the date on which the Lower Income Payment is payable, the average fortnightly hours will be calculated on the basis of the average fortnightly hours worked over that employee's period of employment.
- 8.6 Schedule 2 of this Agreement sets out the annual rates of pay effective ffppcooa 1 March 2023 for employees covered by the Agreement.

9 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.

10 VET SPECIALIST TEACHER CLASSIFICATION SCALE



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

11 SALARY SACRIFICE

- 11.1 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.
- 11.2 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.
- 11.3 Any salary sacrifice arrangements relating to 11.2 are to be administered by one or more organisations nominated by the employer following consultation with unions.
- 11.4 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.
- 11.5 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.
- 11.6 An employee may amend or withdraw a salary sacrifice arrangement at any time.

12 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.

13 HDA FOR PRINCIPAL CLASSIFICATIONS

- 13.1 From the ffpcoa 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



- 13.2 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.

14 CORRECTIONS ALLOWANCE

- 14.1 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.
- 14.2 This allowance is payable during all periods of paid leave.

15 SUPPORT SCHOOL/TIER FOUR ALLOWANCE

- 15.1 This clause applies to Teachers employed within Support Schools or Tier Four Sites.
- 15.2 A Support School/Tier Four Allowance of 1.35% of the employee's base salary is payable to employees from the 1 March 2023 for the duration of their engagement within the Support School or Tier Four Site.

16 RELIEF CO-ORDINATOR ALLOWANCE

- 16.1 An allowance for a teaching employee appointed to the role of Relief Co-ordinator by the Principal will be paid as follows:
- a. Schools classified as Level 4/5/6 - \$1200 per term
 - b. Schools classified as Level 2/3 - \$900 per term
 - c. Schools classified as Level 1 - \$600 per term
- 16.2 A school may have their classification increased with approval from relevant Director Operations – Learning Services.
- 16.3 Provided that where a Principal appoints more than one teaching employee as a relief co-ordinator in the same school the above allowance shall be paid on a pro rata basis between the teaching employees.
- Example:
- A Principal appoints two teaching employees in a Level 4 school to undertake the role evenly. In this case each teaching employee would receive \$600 per term.
- Example:
- A Principal appoints two teaching employees in a Level 4 school to undertake the role on a .6/.4 split basis. In this case the payments would be \$720 and \$480 per term respectively.
- 16.4 A Principal who undertakes the relief co-ordinator role, can be eligible to receive the allowance described in 16.1, subject to the approval of the Director Principal Leadership.
- 16.5 The operation of this Clause will be jointly reviewed by the parties by the end of Term 4 2023 and upon the registration of any new Principals Agreement.



- 16.6 This allowance will be subject to review once a system solution to relief coordination is implemented.
- 16.7 This allowance will be effective from the date of registration of this Agreement with the first payment to be made at the end of Term 2 2023.

17 INCENTIVES IN ISOLATED SCHOOLS

Schedule 1 of this Agreement contains additional annual payments and incentives for teachers based in schools listed in Clause 1(ii) of Schedule 1.

18 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.

19 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.

20 UNPAID LUNCH BREAK

Effective from the registration date of this Agreement all employees covered by this Agreement are entitled to an unpaid lunch break of not less than thirty minutes in a continuous period, or longer if mutually agreed, between the time of 10:45am and 2pm.

21 PROFESSIONAL ACTIVITY DAYS

- 21.1 Notwithstanding the provisions of the award, the parties are agreed to the following:
- (i) Teaching staff in schools and colleges are to be in attendance for the equivalent of an additional 4.5 (to be reduced to four days commencing from 2024) per year. The timing and purpose of these additional days should be determined at the school level in consultation with staff.
 - (ii) Principals will consult with school staff regarding the reduction from 5 to 4.5 days in 2023 and subsequent changes to professional activity days for the remainder of 2023.
 - (iii) 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.



- (iv) This does not preclude teaching staff from undertaking these types of activities as part of their normal duties.
 - (v) A plan for the use of professional activity days should be established annually by the principal in consultation with staff.
 - (vi) Three of the five days (to be reduced to 2 of the 4 days commencing from 2024) will be aligned to the Australian Professional Standards for Teachers (AITSL Standards).
- 21.2 Professional Activity for such purposes as professional development, curriculum development and whole-school or team planning shall not extend beyond 5pm.
- 21.3 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.

22 IN-CLASS SUPPORT

- 22.1 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.
- 22.2 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.
- 22.3 Any adjustments/increased support required will be funded from within the school's resources.



23 TEACHER WORKLOAD REFERENCE GROUP

- 23.1 The Teacher Workload Reference Group (TWRG) will comprise of representatives from the Union and the Employer.
- 23.2 Where required, relief will be funded for Union representatives who are employees to participate in the TWRG.
- 23.3 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.
- 23.4 The TWRG will meet on a regular basis, at least every two months or as agreed by the parties.

24 WORKLOADS

- 24.1 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.
- 24.2 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.
- 24.3 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 24.1 and 24.2 above.
- 24.4 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 24.1 and 24.2 above.

25 FAMILY FRIENDLY AND FLEXIBLE WORKPLACE ARRANGEMENTS

- 25.1 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.

25.2 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.

25.3 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.

25.4 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.



26 PAID TIME TO ATTEND TO URGENT PERSONAL BUSINESS

- 26.1 Employees (excluding principals) in the following schools are entitled to apply for up to two full 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:

Bicheno Primary

Edith Creek Primary

St Helen's District High

St Mary's District

Swansea Primary

Tasman District

Winnaleah District High

- 26.2 When applying for paid time an employee is required to provide sufficient notice and detail to enable the Principal to assess the request.
- 26.3 Principals have discretion to approve paid time off as described in sub clause 26.1 and 21.2 and this is managed at the school level.
- 26.4 Paid time off under this clause is not cumulative, is not a leave entitlement and is not paid out on separation.
- 26.5 Paid time off under this clause is only applicable for absences during an employee's normal working hours.

27 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.

28 INSTRUCTIONAL LOAD

- 28.1 Kindergarten to Grade 6

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.

- 28.2 Beginning Teacher

From the date of registration of the agreement beginning teachers will have their instructional load amended to the following to enable full access to BeTTR time.



(i) First year of teaching – 90% of equivalent teaching time (pro rata)

(ii) Second year of teaching – 95% of equivalent teaching time (pro rata)

Provided that from the beginning of Term 3 2023 the above instructional load maximums will apply to teachers employed on a Limited Authority to Teach (LAT).

28.3 Beginning Teacher Mentor

From the date of registration of the agreement an existing teacher with relevant experience who is appointed and agrees to be a mentor for a beginning teacher will have a reduction in their instructional load by one hour per week/two hours per fortnight while that existing teacher continues to perform mentor responsibilities.

29 PLANNING, PREPARATION AND ASSESSMENT

29.1 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.

29.2 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.

30 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.

31 INSTRUCTIONAL LOAD – COVID-19

31.1 The parties agree to undertake a joint review of the operation of this clause. The review is to occur by no later than six months from the registration of the agreement.

31.2 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.

31.3 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:

- (i) Kindergarten to Grade 6 - 42 hours per fortnight (clause 28.1 of this Agreement);
- (ii) Grade 7 to Grade 12 - 40 hours per fortnight Part II, Clause 2 (c)(ii) of the award.



- 31.4 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 ordinary rate for each additional hour worked.
- 31.5 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:
- (i) 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;
 - (ii) If the school is unable to cover the classroom teacher's absence in accordance with 31.5 (i) then the additional instructional load can be offered to an Advanced Skills Teacher (AST);
 - (iii) In circumstances where steps 31.5 (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.
- 31.6 Teaching Staff cannot be directed to undertake additional hours of instructional load and any hours worked above the fortnightly prescribed maximums outlined in clause 31.2 must be arranged by agreement.
- 31.7 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 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 31.2 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 ordinary rate which will be additional to ordinary hours i.e. 70 hours at the ordinary rate and 3 hours at 182 % of the ordinary rate.
- 31.8 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.
- 31.9 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.
- 31.10 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.
- 31.11 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.

- 31.12 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.

32 FIRST YEAR TEACHER INDUCTION PROGRAM

- 32.1 First year teachers are required to attend a 4 day specialised professional development induction program prior to the commencement of Term 1. The first year teacher will be paid for the days that they attend the specialised professional induction program.
- 32.2 Where a first year teacher commences after the beginning of the school year, appropriate induction will occur at commencement and during the first year of employment.
- 32.3 An assessment will be made during Term 4 regarding the requirement for the first year teacher to attend up to 4 days induction prior to the commencement of Term 1 in the teacher's second year of employment.
- 32.4 If the teacher is required to attend part or all of the specialised professional development induction program before their second year, the teacher will be paid for the days that they attend the specialised induction program, in addition to any salary entitlements.

33 BEGINNING TEACHER TIME RELEASE (BETTR) PROGRAM

- 33.1 The BeTTR Program applies to beginning teachers who are employed on a permanent or fixed-term basis for at least one school term above 0.4 full-time equivalent or more.
- 33.2 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 above 0.4 full-time equivalent can access the time release on a pro rata basis.
- 33.3 The purpose of the BeTTR program will vary according to the needs of each beginning teacher, but may include time release for:
- (i) Induction programs relating to school, district and the Department
 - (ii) Ongoing "feedback" meetings with senior staff and/or other experienced teachers
 - (iii) Attendance at specific professional development programs
 - (iv) Observation of experienced teachers in the classroom
 - (v) Additional "time out" for lesson preparation
 - (vi) Visiting other schools/colleges – discussions with experienced teachers
 - (vii) Visit to a Learning Services



- (viii) Meetings with relevant Learning Services curriculum officers
 - (ix) Attendance at "awareness" meetings with Learning Services support staff
 - (x) Collaboration, including attendance at meetings with other beginning teachers within the Learning Services.
- 33.4 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.
- 33.5 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.

34 CONSULTATION AND CHANGE

- 34.1 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).
- 34.2 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.

34.3 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.

35 WORKPLACE UNION DELEGATES

35.1 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.

35.2 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.

35.3 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.

35.4 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.

36 INDUSTRIAL RELATIONS PRINCIPLES

36.1 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.



37 GRIEVANCES AND DISPUTE SETTLING PROCEDURE

- 37.1 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.
- 37.2 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.

38 NO EXTRA CLAIMS

The parties to this Agreement undertake that, for the life of this Agreement, save for those matters contained within the letter of offer to the dated 16 March 2023, they will not initiate any additional claims regarding salary or conditions of employment.



39 SIGNATORIES

SIGNED FOR AND ON BEHALF OF

The Minister administering the *State Service Act 2000*

Signed: 

Name: Jane Fittar

Date: 8/5/23

SIGNED FOR AND ON BEHALF OF

Australian Education Union, Tasmanian Branch

Signed: 

Name: David Genford

Date: 8/5/23



SCHEDULE I

INCENTIVES IN ISOLATED SCHOOLS

1. Definitions

For the purposes of this Schedule:

(i) "Eligible employee" means:

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

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

(ii) "Isolated 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

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

- (i) \$2759 upon commencement
- (ii) \$2759 upon completing 1 year continuous employment (commencing from ffppcoa 1 March 2023)
- (iii) \$ 2759 upon completing 2 years continuous employment (commencing from ffppcoa 1 March 2023)
- (iv) \$2759 upon completing 3 years continuous employment
- (v) \$5523 upon completing 4 years continuous employment
- (vi) \$5523 upon completing 5 years continuous employment
- (vii) \$5523 upon completing 6 years continuous employment
- (viii) In respect of 2 (i), a fixed-term employee will not receive payment of the additional salary until the completion of the year.
- (ix) The additional salary for part-time employees will be paid on a pro rata basis according to the employee's allocated workload.

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.

2.2 Beginning Teachers

From the ffppcoa 1 March 2023 the commencing salary for beginning teachers in an isolated school is to be Band 1 Level 8.



2.3 Experienced Teacher Allowance – Additional Payment

- 2.3.1 From the fppcooa 1 March 2023 an eligible employee who has had 12 months or more at Band 1 Level 13 and who remains in an isolated school will be paid an experienced teacher allowance of \$3250 per annum pro-rata on a fortnightly basis after 12 months continuous service at Band 1 Level 13.
- 2.3.2 The experienced teacher allowance recognises the ongoing mentoring role provided by experienced teachers to less experienced teachers and the value in retention of experienced teachers in isolated schools.

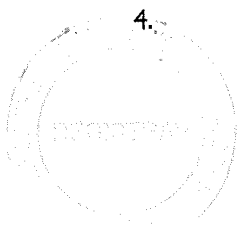
2.4 Settling in Payment

- 2.4.1 From the fppcooa 1 March 2023 a teacher who is appointed to an isolated school which involves the teacher relocating is eligible for a settling in payment of \$5000.
- 2.4.2 The settling in payment is conditional on the teacher committing to a minimum period of two years at the isolated school.
- 2.4.3 Where a teacher does not complete two years at the isolated school then the settling in payment must be repaid, unless special and compelling circumstances exist.
- 2.4.4 The settling in payment is paid in recognition of the initial expenses related to moving to a new isolated location.

3. Paid Time to Attend to Urgent Personal Business Isolated Schools

- 3.1 From the fppcooa 1 March 2023 employees (excluding principals) in isolated schools as defined are entitled to apply for a total of 8 days paid time over a 2 year period to attend to urgent personal business which is unable to wait until the end of term when school holidays fall.
- 3.2 The entitlement may be taken in blocks of multiple days rather than one day per term.
- 3.3 When applying for paid time an employee is required to provide sufficient notice and detail to enable the Principal to assess the request.
- 3.4 Principals have discretion to approve paid time off as described in sub clause 3.1 and this is managed at the school level.
- 3.5 Paid time off under this clause is not cumulative, is not a leave entitlement and is not paid out on separation.
- 3.6 Paid time off under this clause is only applicable for absences during an employee's normal working hours.

4. Travel/Accommodation Support for Specialist Medical Appointment



From the ffpcooa 1 March 2023 where a teacher is required to attend a specialist medical appointment which requires overnight travel the teacher is entitled to the travel allowances for meals and accommodation in the Teachers Award Part IV Clause 10.

5. Transfers

- 5.1 A teacher who accepts a transfer to an isolated school will be guaranteed an assignment of duties at a choice of 5 Level A schools provided by the Employer on return in accordance with the DECYP Transfer Agreement.
- 5.2 Where a recruitment or intern process for graduates results in acceptance for a placement at an isolated school the teacher may be located at an inner city school for the first year prior to commencing at the isolated school.

6. Principals

6.1 Appointment Classification Current Principal

Where a current substantive school-based Principal is assigned duties as the Principal at an isolated school, that Principal will continue to be paid at their substantive classification as assigned immediately prior to taking up the isolated school Principal duties.

6.2 Above Formula Classification Isolation Factor

A Principal assigned duties at an isolated school is to be assigned a classification one level higher than the current Agreement classification structure except Flinders Island/Cape Barren Island which is to remain at Level 2.

6.3 Principal Mentoring Allowance

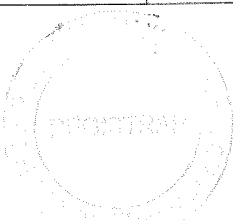
From the date of registration of the Agreement a Principal Mentoring Allowance of \$2866 per annum pro rata will be paid to Principals who are appointed and who agree to undertake mentor responsibilities for a newly appointed school-based Principal in an isolated school.



SCHEDULE 2

Teacher Salary Scales

Teaching Award Classification	Current base salaries effective ffppcooa 1 March 2022	Low Income Payment into base (\$500)	Cost of Living/ Retention Payment into base (\$1000)	3.5% effective ffppcooa 1 March 2023 Base Salary	One-off Low Income Payment ffppcooa date of registration pro-rata	One-off Low Income Payment ffppcooa 1 March 2024 pro-rata	3% effective ffppcooa 1 March 2024 Base Salary	One-off Low Income Payment ffppcooa 1 March 2025 pro-rata	3% effective ffppcooa 1 March 2025 Base Salary
Education Support Specialists									
Level 1	67,673	68,173	69,173	71,594	1,000	500	73,742	500	75,954
Level 2	68,980	69,480	70,480	72,947	1,000	500	75,135	500	77,389
Level 3	70,771	71,271	72,271	74,800	1,000	500	77,044	500	79,355
Level 4	71,836	72,336	73,336	75,903	1,000	500	78,180	500	80,525
Teachers									
Band 1 Level 1	64,699	65,199	66,199	68,516	1,000	500	70,571	500	72,688
Band 1 Level 2	66,730	67,230	68,230	70,618	1,000	500	72,737	500	74,919
Band 1 Level 3	68,770	69,270	70,270	72,729	1,000	500	74,911	500	77,158
Band 1 Level 4	70,794	71,294	72,294	74,824	1,000	500	77,069	500	79,381
Band 1 Level 5	74,434		75,434	78,074			80,416		82,828
Band 1 Level 6	78,270		79,270	82,044			84,505		87,040
Band 1 Level 7	82,299		83,299	86,214			88,800		91,464
Band 1 Level 8	86,544		87,544	90,608			93,326		96,126
Band 1 Level 9	91,000		92,000	95,220			98,077		101,019
Band 1 Level 10	95,632		96,632	100,014			103,014		106,104
Band 1 Level 11	100,071		101,071	104,608			107,746		110,978
Band 1 Level 12	105,094		106,094	109,807			113,101		116,494



Band 1 Level 13	106,764		107,764	111,536			114,882		118,328
Advanced Skills Teacher Band 2	113,263		114,263	118,262			121,810		125,464
Band 3 - Assistant Principal	125,507		126,507	130,935			134,863		138,909
Band 3 Principals Former Classification Methodology									
Band 3 Level 1	125,507		126,507	130,935			134,863		138,909
Band 3 Level 2	132,432		133,432	138,102			142,245		146,512
Band 3 Level 3	139,315		140,315	145,226			149,583		154,070
Band 3 Level 4	149,673		150,673	155,947			160,625		165,444
Band 3 Level 5	158,885		159,885	165,481			170,445		175,558
Band 3 Level 6	164,708		165,708	171,508			176,653		181,953
Band 3 Level 7	170,109		171,109	177,098			182,411		187,883
Band 3 Level 8	176,635		177,635	183,852			189,368		195,049
Band 3 Principals New Classification Methodology									
Band 3 Level 1	133,035		134,035	138,726			142,888		147,175
Band 3 Level 2	141,830		142,830	147,829			152,264		156,832
Band 3 Level 3	150,619		151,619	156,926			161,634		166,483
Band 3 Level 4	159,415		160,415	166,030			171,011		176,141
Band 3 Level 5	168,209		169,209	175,131			180,385		185,797
Band 3 Level 6	177,004		178,004	184,234			189,761		195,454
Band 3 Non School Based Principals									

Band 3 Level 1	112,143		113,143	117,103			120,616		124,234
Band 3 Level 2	119,306		120,306	124,517			128,253		132,101
Band 3 Level 3	125,507		126,507	130,935			134,863		138,909
Band 3 Level 4	134,841		135,841	140,595			144,813		149,157
Band 3 Level 5	143,141		144,141	149,186			153,662		158,272
Band 3 Level 6	148,386		149,386	154,615			159,253		164,031
Band 3 Level 7	153,253		154,253	159,652			164,442		169,375
Band 3 Level 8	159,130		160,130	165,735			170,707		175,828
Band 4 Senior Education Manager/ Director									
Band 4 Level 1	189,571		190,571	197,241			203,158		209,253
Band 4 Level 2	199,049		200,049	207,051			213,263		219,661
Specialist VET Teachers									
Band 1 Level 1	66,730	67,730	68,230	70,618	1,000	500	72,737	500	74,919
Band 1 Level 2	68,770	69,770	70,270	72,729	1,000	500	74,911	500	77,158
Band 1 Level 3	70,794	71,794	72,294	74,824	1,000	500	77,069	500	79,381
Band 1 Level 4	74,434		75,434	78,074			80,416		82,828
Band 1 Level 5	78,270		79,270	82,044			84,505		87,040
Band 1 Level 6	82,298		83,298	86,213			88,799		91,463
Band 1 Level 7	86,544		87,544	90,608			93,326		96,126
Band 1 Level 8	91,000		92,000	95,220			98,077		101,019
Band 1 Level 9	95,632		96,632	100,014			103,014		106,104
Band 1 Level 10	100,071		101,071	104,608			107,746		110,978
Band 1 Level 11	105,094		106,094	109,807			113,101		116,494
Instrumental Musicians									
Band 1 Level 1	53.145596			56.281000			57.969036		59.708000
Band 1 Level 5	61.142313			64.132214			66.056000		68.037286
Band 1 Level 7	67.602630			70.818643			72.942857		75.131143



Teaching Award Classification	Current effective ffppcooa 1 March 2022	Low Income Payment into base (\$500)	Cost of Living/ Retention Payment into base (\$1000)	3.5% effective ffppcooa 1 March 2023 Base Salary	One-off Low Income Payment ffppcooa date of registration pro-rata	One-off Low Income Payment ffppcooa 1 March 2024 pro-rata	3% effective ffppcooa 1 March 2024 Base Salary	One-off Low Income Payment ffppcooa 1 March 2025 pro-rata	3% effective ffppcooa 1 March 2025 Base Salary
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Band 1 Level 5	74,434		75,434	78,074			80,416		82,828
Band 1 Level 6	78,270		79,270	82,044			84,505		87,040
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Band 1 Level 11	100,071		101,071	104,608			107,746		110,978
Band 1 Level 12	105,094		106,094	109,807			113,101		116,494
Band 1 Level 13	106,764		107,764	111,536			114,882		118,328



Advanced Skills Teacher Band 2	113,263		114,263	118,262			121,810		125,464
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Band 3 Level 2	119,306		120,306	124,517			128,253		132,101
Band 3 Level 3	125,507		126,507	130,935			134,863		138,909
Band 3 Level 4	134,841		135,841	140,595			144,813		149,157
Band 3 Level 5	143,141		144,141	149,186			153,662		158,272



Band 3 Level 6	148,386		149,386	154,615			159,253		164,031
Band 3 Level 7	153,253		154,253	159,652			164,442		169,375
Band 3 Level 8	159,130		160,130	165,735			170,707		175,828
Band 4 Senior Education Manager/ Director									
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Specialist VET Teachers									
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Band 1 Level 5	61.142313			64.132214			66.056000		68.037286
Band 1 Level 7	67.602630			70.818643			72.942857		75.131143



SCHEDULE 3

Specialist VET Teacher Classification Scale

The parties agree to consult on the development of specific VET related competencies.

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 I Level 1	Initial appointment
Band I Level 2	Increment annually
Band I Level 3	Increment annually
Band I Level 4	Increment annually
Band I Level 5	Increment annually
Band I Level 6	Maximum increment level without progress towards a higher teaching qualification
Band I Level 7	Increment annually
Band I Level 8	Increment annually
Band I Level 9	Increment annually
Band I Level 10	Increment annually
Band I 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 I Level 1 to Band I 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 I 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 Employee Undertaking Tertiary Study

A VET specialist teacher who is studying a Bachelor of Education (Applied Learning) or equivalent is to have one line off teaching for the purpose of providing time to study.

4 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.

5 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.

