

T 13946 of 2012

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TEACHING SERVICE (TASMANIAN PUBLIC SECTOR)

SALARIES AND CONDITIONS OF EMPLOYMENT AGREEMENT 2012



1. TITLE

This agreement shall be known as the *Teaching Service (Tasmanian Public Sector) Salaries and Conditions of Employment Agreement 2012*.

2. APPLICATION

This Agreement is between the Minister Administering the *State Service Act 2000* and the Australian Education Union, Tasmanian Branch and is to apply to all persons employed under the *State Service Act 2000* in classifications contained in the Teaching Service (Tasmanian Public Sector) Award.

3. RELATIONSHIP TO THE RELEVANT AWARD

This Agreement is to be read and applied in conjunction with the Teaching Service (Tasmanian Public Sector) Award (\$197) as varied from time to time and provided that where there is any inconsistency, the provisions of this Agreement shall prevail. This Agreement supersedes all other Agreements, however described, dealing with matters within this Agreement.

4. DATE OF EFFECT AND DURATION

This Agreement will take effect from the beginning of the first full pay period (FFPP) to commence on or after 1 March 2012 and will continue in force until 28 February 2014.

Negotiations for a new agreement shall commence no later than six [6] months prior to the expiry of this Agreement.



5. ARRANGEMENT

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6. DEFINITIONS

6.1 For the purposes of this Agreement:

6.1.1 **"The Award"** means the *Teaching Service (Tasmanian Public Sector) Award*.

6.1.2 **"Department"** means the Department of Education, Tasmania.

6.1.3 **"Employee(s)"** means a person employed by the Department under the provisions of the *State Service Act 2000* in a classification contained under the Award.



7. EXCESSIVE WORKLOADS

- 7.1 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.
- 7.2 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.
- 7.3 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 7.1 and 7.2 above.
- 7.4 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 7.1 and 7.2 above.

8. SALARIES

- 8.1 Salary increases under this Agreement are as follows:
- 8.1.1 2% increase from the first full pay period to commence on or after 1 March 2012.
- 8.1.2 2% increase from the first full pay period to commence on or after 1 March 2013.
- 8.1.3 The salary increases for all Bands are detailed in Schedule 2.



9. CONSULTATION AND CHANGE

9.1 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).

9.2 General

9.2.1 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 Australian Education Union, Tasmanian Branch (the Union) prior to the trialling or implementation of such changes.

9.2.2 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.

9.2.3 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.



9.3 School-Based Consultation

- 9.3.1 As the Employer's representative, the principal, has ultimate responsibility for decisions at the school level.
- 9.3.2 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.
- 9.3.3 The consultative arrangements must allow for either the direct input of staff at the school or representation by elected representatives.
- 9.3.4 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.
- 9.3.5 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.
- 9.3.6 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 a Department of Education policy and/or guideline or addressing a local school need.

10. PLANNING, PREPARATION AND ASSESSMENT

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.

11. FAMILY FRIENDLY AND FLEXIBLE WORKPLACE ARRANGEMENTS

11.1 Flexible Working Arrangements

- 11.1.1 Flexible working arrangements assist employees to balance work and family commitments. The adoption or extension of family-friendly arrangements may require



innovation in respect of supervision, scheduling of meetings, training opportunities, hours of work, and how, where and when work is performed.

11.1.2 Without limiting the kind of arrangements that may be suitable in any individual instance, family-friendly arrangements could include non-standard and variable starting and/or finishing times, part-time work, and job sharing.

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

11.1.4 Such requests will also have to be considered in light of the operational needs of the employer but will not be unreasonably refused. Employees will be given the reasons if requests for flexible working arrangements are not approved.

11.2 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.

11.3 Facilities for Breast Feeding and Expressing Milk

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

11.4 Ability to Vary Load

11.4.1 Where an employee, in accordance with the Parental Leave Test Case decision, seeks to vary their workload that person can nominate the length of time they wish the variation to continue up to a maximum period of five years, before reverting to her/his previous load.

11.4.2 An employee who seeks to vary their workload will place that request in writing and give it to their supervisor.

11.4.3 The variation of load, if agreed to, must be confirmed in writing and:

- i. Outline the variation;
- ii. Clearly state the period of time; and
- iii. Be signed by the employee and a representative of the employer.



- 11.4.4 Unless the employee seeks to vary that arrangement in writing, and provides 12 weeks notice, the employee will be offered reversion to the previous employment level at the time nominated.

12. BEGINNING TEACHER TIME RELEASE (BeTTR) PROGRAM

- 12.1 The BeTTR Program applies to beginning teachers who are in their first 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.
- 12.2 Under the BeTTR program, full-time beginning teachers are eligible to access a minimum "instructional load" time release of four hours per fortnight. Part-time teachers 0.5 full-time equivalent and above can access the time release on a pro rata basis.
- 12.3 The purpose of the BeTTR program will vary according to the needs of each beginning teacher, but may include time release for:
- 12.3.1 Induction programs relating to school, district and the *Department*
 - 12.3.2 Ongoing "feedback" meetings with senior staff and/or other experienced teachers
 - 12.3.3 Attendance at specific professional development programs
 - 12.3.4 Observation of experienced teachers in the classroom
 - 12.3.5 Additional "time out" for lesson preparation
 - 12.3.6 Visiting other schools/colleges – discussions with experienced teachers
 - 12.3.7 Visit to a Learning Services
 - 12.3.8 Meetings with relevant Learning Services curriculum officers
 - 12.3.9 Attendance at "awareness" meetings with Learning Services support staff
 - 12.3.10 Collaboration, including attendance at meetings with other beginning teachers within the Learning Services



- 12.4 Time release under the BeTTR program should not be a substitute for individual, school or Learning Service professional learning programs – it is designed to supplement, not replace other learning programs.
- 12.5 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.

13. INCENTIVE PAYMENTS – ISOLATED SCHOOLS

Schedule 1 of this Agreement contains additional annual payments to teachers in schools listed in Clause 1.1.2 of the Schedule.

14. WORKPLACE UNION DELEGATES

- 14.1 Workplace union delegates will have recognition by the employer through:
- 14.1.1 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.
 - 14.1.2 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.
 - 14.1.3 The right to have workplace union structures, such as workplace union delegates and worksite committees, recognised and respected.
 - 14.1.4 The right to represent members on workplace issues.
 - 14.1.5 The right to representation on consultative committees, genuine consultation and reasonable access to information about the workplace.



14.1.6 The right to reasonable paid time:

- to represent the interests of members to the employer;
- to represent the interests of members in industrial tribunals;
- to consult with union members;
- to participate in the operation of the union;
- to research and prepare prior to all negotiations with management;
- an opportunity to explain the benefits of union membership to employees including new employees at the time they enter into employment.

14.1.7 The right to call meetings of members and non-members to discuss union business.

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

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

14.3 Workplace union delegates shall have:

- 14.3.1 An entitlement to five days paid training leave in any one calendar year to attend union-endorsed union courses and attendance at union conferences.
- 14.3.2 Recognition that the time associated with travel for country representatives may require additional time to (i) above.
- 14.3.3 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.

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

14.4.1 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;

14.4.2 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;

14.4.3 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.

14.4.4 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.

15. PROFESSIONAL ACTIVITY DAYS

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

15.1.2 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.

15.1.3 As stated in the award, these additional days may be utilized 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.

- 15.1.4 This does not preclude teaching staff from undertaking these types of activities as part of their normal duties.
- 15.1.5 A plan for the use of professional activity days should be established annually by the Principal in consultation with staff.

16. GRIEVANCES AND DISPUTE SETTLING PROCEDURE

- 16.1 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.
- 16.2 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.

17. ADDITIONAL MATTERS

- 17.1 During the life of this agreement, the parties will form a joint working party to:
 - 17.1.1 Examine the implementation of the housing review (completed in 2011).
 - 17.1.2 Review the arrangements for incentive payments to teachers in isolated schools.
 - 17.1.3 Discuss the classification of Lead/Highly Accomplished Teacher in accordance with Australian Institute of Teaching and School Leadership (AITSL) Standards.
 - 17.1.4 Consult regarding implementation of the Gonski Report.
 - 17.1.5 Examine salary packaging options for remote area housing.
 - 17.1.6 Discuss school leadership.



18. NO EXTRA CLAIMS

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



19. SIGNATURES

Signed for and on behalf of the Minister Administering the State Service Act 2000

Signature

Agent for on behalf of Minister administering State Service Act 2000

Position

Witness

6 August 2012

Date

Signed for and on behalf of the Australian Education Union, Tasmanian Branch

Signature

PRESIDENT

Position

Witness

02.08.2012

Date

Signature

State Manager

Position

Witness

02.08.2012

Date

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



SCHEDULE 1

INCENTIVE PAYMENTS FOR EMPLOYEES IN DESIGNATED SCHOOLS

1. DEFINITIONS

1.1 For the purposes of this Schedule:

1.1.1 **"Eligible employee"** means:

- A permanent employee in a designated school; 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 designated schools for more than six years or any employee classified as a Principal.

1.1.2 **"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, Waratah Primary School and Zeehan Primary School.

2. INCENTIVE PAYMENTS

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

2.1.1 \$2,399 (FFPP 1 March 2012), \$2,447 (FFPP 1 March 2013) upon commencement

2.1.2 \$2,399 (FFPP 1 March 2012), \$2,447 (FFPP 1 March 2013) upon completing 3 years continuous employment

2.1.3 \$4,803 (FFPP 1 March 2012), \$4,899 (FFPP 1 March 2013) upon completing 4 years continuous employment

2.1.4 \$4,803 (FFPP 1 March 2012), \$4,899 (FFPP 1 March 2013) upon completing 5 years continuous employment

2.1.5 \$4,803 (FFPP 1 March 2012), \$4,899 (FFPP 1 March 2013) upon completing 6 years continuous employment

2.1.6 In respect of 2.1.1, a fixed-term employee will not receive payment of the additional salary until the completion of the year.



- 2.1.7 The additional salary for part-time employees will be paid on a pro rata basis according to the employee's allocated workload.
- 2.1.8 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

TEACHING SERVICE (TASMANIAN PUBLIC SECTOR) SALARIES AND CONDITIONS OF EMPLOYMENT AGREEMENT 2012

CLASSIFICATION	Effective from FFPP on or after 1 March 2012	Effective from FFPP on or after 1 March 2013
	Salary	Salary
Band 1, Level 1	52,607	53,659
Band 1, Level 2	54,259	55,344
Band 1, Level 3	55,916	57,034
Band 1, Level 4	57,565	58,716
Band 1, Level 5	60,524	61,734
Band 1, Level 6	63, 642	64,915
Band 1, Level 7	66,918	68,256
Band 1, Level 8	70,371	71,778
Band 1, Level 9	73, 993	75,473
Band 1, Level 10	77,760	79,315
Band 1, Level 11	81,368	82,995
Band 1, Level 12	84,184	85,868
Band 2	91,185	93,009
Band 3, Level 1	91,185	93,009
Band 3, Level 2	97,009	98,949
Band 3, Level 3	102,052	104,093
Band 3, Level 4	109,640	111,833
Band 3, Level 5	116,388	118,716
Band 3, Level 6	120,654	123,067
Band 3, Level 7	124,611	127,103
Band 3, Level 8	129,390	131,978

