

T13334 of 2008

23 DEC 2008



## POST YEAR 10 TEACHING STAFF INDUSTRIAL AGREEMENT 2009



## 1. TITLE

This agreement shall be known as the "Post Year 10 Teaching Staff Industrial Agreement 2009".

## 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 Post Year 10 Teaching Staff Award and employed in the Tasmanian Academy, Tasmanian Polytechnic or Tasmanian Skills Institute.

## 3. RELATIONSHIP TO AWARD

All employees including sessional employees covered by this Agreement are, except for this Agreement, entitled only to the provisions contained within the Post Year 10 Teaching Staff Award. The terms of this Agreement shall prevail over the terms of the Award to the extent of any inconsistency.

## 4. DATE OF EFFECT AND DURATION

This Agreement will take effect from 1 January 2009 and will continue in effect until **20 October 2011**.

## 5. ARRANGEMENT

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## 6. DEFINITIONS

**6.1 "Advanced Skills Teacher 1 (AST1)" [Band 1 Level 9 Tasmanian Polytechnic and Tasmanian Skills Institute]** - means an employee appointed as such, who has advanced teaching skills and provides educational leadership, guidance and mentoring to employees in respect to preparation, delivery and assessment, evaluation and other techniques related to teaching duties.

**6.2 "Advanced Skills Teacher (AST)" [Band 2 Level 1 Tasmanian Academy]** – means those positions classified at Band 2. Progress to this level is through appointment or promotion. The duties are instruction and classroom based with employees demonstrating exemplary teaching practice. The position description will define any additional curriculum and administrative responsibilities for a particular position.

Without limiting their nature and extent, the additional responsibilities may involve the employee in advising the principal on the management of a particular sector of the Tasmanian Academy; providing staff leadership and supervision; counselling and administrative duties.

**6.3 "Associated Duties"** – means preparation and, where appropriate assessment and associated activities required in undertaking sessional teaching.





- 6.4 **"Award"** – means the Post Year 10 Teaching Staff Award.
- 6.5 **"Casual Employee" [Tasmanian Skills Institute]** - means an employee who is engaged to work for a period not exceeding five consecutive days, or on an irregular basis, as and when required by the employer.
- 6.6 **"Development Activities" [Tasmanian Polytechnic and Tasmanian Skills Institute]** – means those tasks that assist employees to perform their duties efficiently and effectively and includes professional development (such as Certificate IV in Training & Assessment, other than an employee in his/her first or second year of employment), team development (team/staff meetings), involvement on committees, working groups or projects, workplace health and safety participation, assessment validation activities.
- 6.7 **"Direct Learning"** – means face-to-face delivery, assessment activities and recognition functions.
- 6.8 **"Distance/Flexible Learning"** – means off campus, internet, multimedia, on-line and related learning modes; and in support of these modes:
- assessment activities;
  - recognition functions;
  - delivery activities (including face-to-face, teleconferences, video conferences etc) provided that any delivery activities are in the context of supporting Distance Learning and have provision for preparation activities;
  - development and maintenance of learning and assessment resources, enrolments and course advice.
- 6.9 **"Duties Other Than Teaching (DOTT)"** – means those duties exclusive of direct learning and includes but is not limited to preparation associated with delivery and assessment, marking and record keeping, development, review and maintenance of learning and assessment resources, course advice and enrolments, recognition functions (desktop assessment of evidence), development activities, professional development
- 6.10 **"Employee(s)"** - means a person employed in the Tasmanian Academy, Tasmanian Polytechnic or Tasmanian Skills Institute and appointed under the provisions of the *State Service Act 2000* to a classification contained in this Agreement.
- 6.11 **"Employer"** means – the Minister administering the *State Service Act 2000*.



**6.12 "Head of Agency"** – means the Chief Executive Officer of either the Tasmanian Academy, Tasmanian Polytechnic or Tasmanian Skills Institute.

**6.13 "Instructional Load"** for teachers employed in the Tasmanian Academy, means regularly timetabled face-to-face instruction of students and includes:

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

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

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

**6.14 "Mixed Mode"** – means when an employee works in more than one delivery mode whereby the hours are allocated on a pro-rata basis.

**6.15 "Professional Development"** – means approved activities which provide employees with skills and knowledge which will enable them to better undertake their duties, improve their learning, or enhance their career prospects, e.g. award bearing courses, seminars, conferences related to curriculum development or teaching pedagogy.

**6.16 "Relief Employee" [Tasmanian Academy and Tasmanian Polytechnic]** – means a person employed to teach on an irregular basis as and when required up to a maximum of 20 working days but does not include any person employed on part-time, full-time or permanent basis.

**6.17 "Session" [Tasmanian Polytechnic and Tasmanian Skills Institute]** - means a period of time on any one occasion during which direct learning or associated duties occurs.

**6.18 "Sessional Employee" [Tasmanian Polytechnic and Tasmanian Skills Institute]** - means a person appointed as

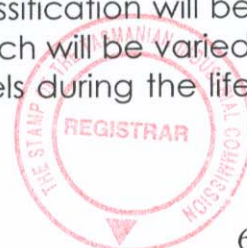


a sessional employee under the *State Service Act 2000* to deliver a single session or multiple sessions, and for whom hourly rates of pay and conditions of employment are prescribed in this Agreement.

- 6.19 **"Teacher"** – means an employee appointed as such to undertake teaching duties.
- 6.20 **"Team Leader" [Tasmanian Skills Institute and Tasmanian Polytechnic]** – means an employee appointed as such, to teach and to lead and direct the teaching program and administration of a team (with an emphasis on innovative delivery that meets enterprise client needs and commercial activity – **Tasmanian Skills Institute only**).
- 6.21 **"Union"** – means the Australian Education Union, Tasmanian Branch.
- 6.22 **"Workplace Learning"** – means on-the-job assessment and related activities including:
- sign ups;
  - monitoring;
  - travel;
  - marking and record keeping;
  - recognition functions;
  - delivery activities provided that any face-to-face delivery activities are in the context of supporting Workplace Assessment and have provision for preparation activities; and
  - development and maintenance of learning and assessment resources.

## 7. SALARIES

- 7.1 During the life of this Agreement the salaries of employees will be adjusted to equate to the average of the:
- 7.1.1 First level of Advanced Skills Teacher (however named); or
- 7.1.2 Maximum of the base-grade scale where the first level of Advanced Skills Teacher has been absorbed as at 1 January 2009 to 2011 respectively in Government schools of all Australian States and Territories, excluding Tasmania.
- 7.1.3 The actual salary levels for each classification will be in Schedule 1 of this Agreement, which will be varied to reflect the changes to salary levels during the life of the Agreement.

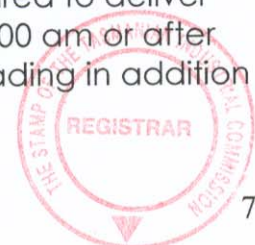


- 7.2** The recreation leave allowance payable to employees covered by this Agreement is incorporated into the fortnightly remuneration paid to employees. Therefore, for the purpose of determining the salary adjustment under 7.1, the equivalent of such recreation leave allowance will not be included when calculating annual remuneration.
- 7.3** For the purposes of 7.1, the relevant classification in each State and Territory that will be used for the purpose of the calculation shall be:

<u>State/Territory</u>	<u>Teacher Classification</u>
<u>New South Wales</u>	<u>Top of incremental scale</u>
<u>Victoria</u>	<u>Top of incremental scale</u>
<u>Queensland</u>	<u>Senior Teacher</u>
<u>South Australia</u>	<u>AST1/Key Teacher</u>
<u>Western Australia</u>	<u>Senior Teacher 1 (Note: equivalent of annual leave loading to be deducted)</u>
<u>Australian Capital Territory</u>	<u>Top of incremental scale</u>
<u>Northern Territory</u>	<u>Teacher of Exemplary Practice 1 (TEP1)</u>

- 7.4** Each salary adjustment will apply from the:
- 7.4.1 Beginning of the first pay period to commence on or after 1 March 2009, 2010 and 2011.
- 7.5** Sessional Teacher Salaries
- 7.5.1 Actual Sessional Teacher hourly rates of pay are listed in Schedule 1 of this Agreement.
- 7.5.2 The loaded hourly rate paid to a sessional employee for undertaking delivery includes a loading of 30% which is in lieu of all leave (other than long service leave and leave outlined under Part VI – Clause 1 and Clause 4 of the Award), public holidays and overtime/penalty payments and the hourly rate of pay shall remain constant regardless of the time or day on which the sessional employee is engaged.
- 7.5.3 The loaded hourly rate for sessional employees also incorporates a loading of 37.5% for associated duties.

**PROVIDED** that a sessional employee who is required to deliver sessions both during ordinary hours and before 7:00 am or after 7:00 pm Monday to Friday shall receive a 10% loading in addition





to the hourly rate specified in Schedule 1 for all delivery undertaken before 7:00 am or after 7:00 pm.

- 7.5.4 The commencing loaded hourly rate of a sessional employee on appointment shall be the minimum rate (Sessional Employee 1), except where at the discretion of the employer a higher rate is applicable.
- 7.5.5 A sessional employee is entitled to progress to the next loaded hourly rate at the completion of each 760 hours service, subject to the employer being satisfied that the employee's overall performance has been satisfactory.
- 7.5.6 The loaded hourly rate outlined herein shall be adjusted in accordance with the percentage increase as determined through parity salary arrangements outlined in Clause 7 and Schedule 1 of this Agreement.

## **7.6 Salary sacrifice**

- 7.6.1 An employee covered by this Agreement may elect to sacrifice a proportion of their salary to a complying superannuation scheme of their choice, as defined in the Public Sector Superannuation Reform Act 1999, subject to compliance with any Tasmanian or Commonwealth Government directive and legislation.
- 7.6.2 In addition to the right to salary sacrifice voluntary payments to a superannuation fund, employees will be able to salary sacrifice the compulsory contribution for employees covered by the RBF defined benefits superannuation scheme. This will mean that the rate of employee contribution will be adjusted to reflect differing tax arrangements.
- 7.6.3 Employees may also sacrifice a proportion of salary in respect of sor
  - superannuation
  - work-related computer software.
- 7.6.4 Administrative costs incurred as a result of an employee entering into
- 7.6.5 Salary for all purposes, including superannuation for employees entering into
- 7.6.6 An employee may amend or withdraw a salary sacrifice arrangement





## **8. TEACHER TRANSFERS**

The parties will negotiate transfer arrangements between the Tasmanian Academy, Tasmanian Polytechnic, Tasmanian Skills Institute and the Department of Education. All transfers between organisations are to be by agreement with the employee.

## **9. FAMILY FRIENDLY AND FLEXIBLE WORKPLACE ARRANGEMENTS**

- 9.1.1 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.
- 9.1.2 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.
- 9.1.3 In considering an employee's request for flexible work arrangements, the employer will take into account the employee's family and other, relevant, commitments.
- 9.1.4 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.
- 9.1.5 During the life of this agreement a working party consisting of representatives from the Post Year 10 Shared Services and the Union will be established to review and consider family friendly and flexible work arrangements within the workplace.

### **9.2 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.

### **9.3 Breast Feeding Facilities**

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.

#### **9.4 Ability to Vary Load**

- 9.4.1 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 5 years, before reverting to her/his previous load.
- 9.4.2 An employee who seeks to vary their workload will place that request in writing and give it to their supervisor.
- 9.4.3 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.
- 9.4.4 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.

### **10. BEGINNING TEACHER TIME RELEASE (BeTTR) PROGRAM**

**10.1** For all new teaching staff employed in the Tasmanian Academy or the Tasmanian Polytechnic who possess a teaching or education degree, the following provisions will apply:

10.1.1 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 12 weeks at 0.5 full-time equivalent or more.

10.1.2 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.





10.1.3 The purpose of the BeTTR program will vary according to the needs of each beginning teacher, but may include time release for:

- (a) Induction programs.
- (b) Ongoing "feedback" meetings with senior staff and/or other experienced teachers
- (c) Attendance at specific professional development programs
- (d) Observation of experienced teachers in the classroom
- (e) Additional "time out" for lesson preparation
- (f) Visiting other campuses or schools – discussions with experienced teachers
- (g) Collaboration, including attendance at meetings with other beginning teachers.

10.1.4 Time release under the BeTTR program should not be a substitute for individual or Tasmanian Academy or Tasmanian Polytechnic learning programs – it is designed to supplement, not replace other learning programs.

10.1.5 In consultation and agreement with the supervisor, 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.

**10.2** For all teaching staff other than those described in clause 10.1, the following provisions will apply:

10.2.1 A full-time employee in his/her first or second year of employment and who is undertaking a course of training approved by the employer can utilise up to 120 hours of direct learning in a calendar year for the purpose of completing the course without having to 'make-up' such time. This can include workshops, classes or other activities. These hours may be utilised to accommodate a block release such as for a workshop. For the purpose of this provision, a course of training that would be approved is the Certificate IV in Training & Assessment, the Diploma of Training and Assessment or the Bachelor of Adult and Vocational Education.



## **11. PERSONAL LEAVE**

### **11.1 Sick Leave**

11.1.1 Leave of absence for sick leave shall only be approved for periods of three days or longer, if the application for leave is accompanied by a statutory declaration or certificate from a registered health practitioner which certifies that the leave was necessary.

11.1.2 If an employee has had at least five days absence due to sick leave, in any one leave year, without a certificate from a registered health practitioner, all subsequent applications for sick leave within that leave year, must be accompanied by such a certificate or a statutory declaration

Provided that further to sub-clause 12.1.1 and 12.1.2 the employer does have the right to require an employee to provide a certificate from a registered health practitioner for such absences described in sub-clauses 12.1.1 and 12.1.2. Such a requirement must be relayed to the employee in writing and state the reasons for the requirement.

### **11.2 Bereavement Leave**

The entitlement will be ten days paid leave in respect of the death of a mother, father, partner or child with discretion for the Head of Agency to grant additional paid leave.

A sessional employee is entitled to bereavement leave with pay, pro-rata in proportion to sessions worked.

## **12. SESSIONAL EMPLOYEES**

**[Tasmanian Polytechnic and Tasmanian Skills Institute]**

12.1 The overall proportion of sessional employees shall not exceed a maximum, in any one calendar year of:

12.1.1 fifteen percent (15%) of the total budgeted teaching salary costs, including sessional employment within the Tasmanian Skills Institute; or

12.1.2 fifteen percent (15%) of the total budgeted teaching salary costs, including sessional employment within the Tasmanian Polytechnic, incurred in delivering industry specific training packages, programs or courses.





**12.2** An increase in the proportion of sessional employees shall only occur following consultation with and the agreement of the union.

**12.3** A session on campus is to extend for a minimum of 3 hours, other than in General Education teams in the Tasmanian Polytechnic where the minimum period will be 2 hours and can extend for up to a maximum of 7 hours with an unpaid meal break after a maximum of 5 continuous hours of work.

**12.4** A sessional employee is to be paid his or her normal hourly rate for attendance on-site on a campus where such attendance is required at the direction of the employer and is for the purposes of participating in activities other than the delivery of a session of teaching.

**PROVIDED** that a sessional employee will also be entitled to be paid his or her normal loaded hourly rate to attend one hour of approved professional development for each 50 hours of teaching per annum.

**12.5** A sessional employee may be engaged to undertake up to 2 sessions per day either during or outside of ordinary hours and such sessions may be delivered on a time-tabled basis over a period not exceeding 14 weeks at any one time.

**12.6** The maximum number of sessions that can be delivered by a sessional employee shall be the number of sessions which equates to 20 hours per week.

**PROVIDED** that where there is agreement between the employer and the employee additional sessions equating to more than 20 hours per week may occur.

**12.7** The maximum number of sessions that can be delivered by a sessional employee shall be the number of sessions which equates to 300 hours per calendar year.

**PROVIDED** that where the total number of sessions is planned or for which a time-table has been established that will exceed 300 hours sessional employment shall not be used.

**PROVIDED FURTHER** that in the event of circumstances where the number of sessions delivered by a sessional employee is to



exceed 300 hours in any calendar year the sessional employee will be offered:

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

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

**12.8** A sessional employee can be engaged to:

12.8.1 provide specific industry expertise or specialisation (i.e. skills, knowledge, competency or industry currency) that is not available from within existing or current staff; and/or

12.8.2 meet short term requirements of an industry specific training package, program or course; and/or

12.8.3 respond to industry needs or demand including, but not limited to, open tender or commercial business; and/or

The following provisions shall only apply to the Tasmanian Skills Institute.

12.8.4 replace existing or current staff who are absent for a short term; and/or

12.8.5 undertake and deliver teaching sessions whilst long term appointments (i.e. full-time or part-time employment) are sought.

For the purposes of this subclause short term means a maximum of fourteen (14) weeks.

## **13 TEACHING AND DELIVERY REQUIREMENTS**

**13.1** For teachers employed in the Tasmanian Academy, the instructional load in each fortnight for a full-time teacher classified within Band 1, shall be no more than 40 hours per fortnight.

**13.2** For teachers employed in either the Tasmanian Polytechnic or Tasmanian Skills Institute:

13.2.1 the delivery modes are:





- direct learning;
- workplace learning; and
- distance learning.

An employee may be required to deliver exclusively in one mode or may deliver in a combination of modes (i.e. mixed mode).

13.2.3 A full-time employee in the Tasmanian Polytechnic or Tasmanian Skills Institute is engaged for a total of 1400 hours per annum, exclusive of recreation leave and public holidays.

For the purposes of this clause this work can be divided into:

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

### **13.3 Direct Learning**

13.3.1 A full-time employee working exclusively in the direct learning mode shall do so on the basis of undertaking an annual teaching load of up to 760 hours.

For the purposes of this clause, the teaching load is an average of 19 hours per week.

13.3.2 The remaining compulsory hours of work shall incorporate duties other than teaching (DOTT).

13.3.3 An employee can deliver up to 23 hours per week for a period of three consecutive weeks or up to 21 hours per week for a period of seventeen consecutive weeks.

### **13.4 Workplace Learning**

A full-time employee working exclusively in the workplace learning mode shall do so on the basis of 1300 hours per annum. This incorporates duties other than teaching (DOTT) including preparation, assessment and development activities.

### **13.5 Distance Learning**

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

### **13.6 Mixed Mode**

A full-time employee working in a combination of Workplace, Distance and/or Direct learning shall be credited hours towards the direct learning annual teaching load on a pro-rata basis at the rate of 0.5847

hours for each hour worked in Workplace and/or Distance learning.

**PROVIDED** that the above utilisation of hours is to be reduced on a pro-rata basis where a full-time employee in his/her first or second year of employment is working in a mixed mode.

### **13.7 Band 2 Employees [Tasmanian Polytechnic and Tasmanian Skills Institute]**

13.7.1 The ordinary hours of work for a full-time Band 2 Employee shall be 35 per week, excluding time allocated for meal breaks.

13.7.2 A full-time Band 2 Employee is engaged for a total of 1400 hours per annum, exclusive of recreation leave and public holidays.

For the purposes of this clause this work can be divided into:

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

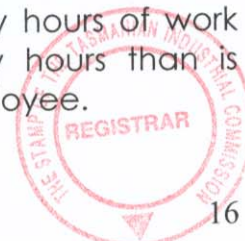
### **13.8 Band 2 Employees [Tasmanian Academy]**

13.8.1 Band 2 employees in the Tasmanian Academy shall have a direct teaching/instructional load of up to 28.5 hours per fortnight.

**Provided that** by agreement between the employer and the employee a Band 2 employee may have a direct teaching/instructional load of up to 40 hours per fortnight.

## **14. HOURS OF WORK**

14.1 The ordinary hours of work for a full-time employee shall be 35 per week, excluding time allocated for meal breaks. A part-time employee's ordinary hours of work shall be for a lesser number of weekly hours than is applicable to an equivalent full-time employee.





**PROVIDED** that where an employee works greater than 35 hours in any week, including work undertaken on a Saturday and a Sunday, any additional hours shall be deemed to be ordinary hours, unless the additional hours have been worked at the direction of or authorised by the employer whereby overtime provisions apply in accordance with Clause 15.

**14.2** An employee shall not be required to work more than 8 hours per day.

**PROVIDED** that where there is agreement between the employer and the employee an employee may work either a greater or lesser number of hours than 8 per day as part of a particular roster or work cycle up to a maximum of 35 hours per week.

**PROVIDED FURTHER** that in direct learning employees shall be in attendance at least fifteen minutes prior to the commencement of any teaching.

**14.3** The span of hours during which ordinary hours may be worked shall be 7:00 a.m. to 7:00 p.m. Monday to Friday inclusive **[Tasmanian Skills Institute]** and 7.45 a.m. to 5.00 p.m. Monday to Friday inclusive **[Tasmanian Academy and Tasmanian Polytechnic]**.

**PROVIDED** that where the 35 hour week includes time-tabled evening classes the first 2 hours worked after 7:00 p.m. **[Tasmanian Skills Institute]** and 5.00 p.m. **[Tasmanian Polytechnic]** in any week Monday to Friday shall be deemed to be ordinary hours. **[Existing 1.5 arrangements to apply for Tasmanian Academy.]**

**14.4** An employee shall not be required to work for more than five hours without a break for a meal which shall be unpaid and extend for a period of not less than 30 minutes and not more than 60 minutes.

## **15. OVERTIME AND PENALTY PAYMENTS (EXCLUDING CASUAL, RELIEF AND SESSIONAL EMPLOYEES)**

**15.1** Overtime consists of additional hours that have been worked at the direction of the employer and no overtime shall be undertaken unless express prior approval has been obtained.

**15.2** Subject to Clause 14, overtime shall apply to work undertaken in the relevant delivery mode as follows.

### **15.2.1 Direct learning**

For employees working exclusively in this mode on a campus Tasmania work site:



- (a) before 7:00 a.m. **[7.45 a.m. Tasmanian Polytechnic]** or after 7:00 p.m. **[5.00 p.m. Tasmanian Polytechnic]** Monday to Friday inclusive; or
- (b) on a Saturday, Sunday or public holiday.

**PROVIDED** that where an employee undertakes teaching in excess of the annual teaching load of 760 hours, payment shall occur in accordance with the Excess Hours Clause, Part V, Clause 1 (d) of the Award.

#### 15.2.2 Workplace learning and Distance learning

For employees working exclusively in this mode:

- (a) before 7:00 a.m. **[7.45 a.m. Tasmanian Polytechnic]** or after 7:00 p.m. **[5.00 p.m. Tasmanian Polytechnic]** Monday to Friday inclusive; or
- (b) on a Saturday, Sunday or public holiday; or
- (c) in excess of 35 hours per week.

**PROVIDED** that there is no entitlement to excess hours and the provisions of the Excess Hours Clause of the Award do not have application.

#### 15.2.3 Mixed Mode

For employees working in a mixed mode:

- (a) before 7:00 a.m. **[7.45 a.m. Tasmanian Polytechnic]** or after 7:00 p.m. **[5.00 p.m. Tasmanian Polytechnic]** Monday to Friday inclusive; or
- (b) on a Saturday, Sunday or public holiday; or
- (c) in excess of 35 hours per week.

**PROVIDED** that where an employee undertakes delivery in excess of the revised annual teaching load (as calculated in accordance with Clause 13.6 of this Agreement), payment shall occur as prescribed under the Excess Hours Clause of the Award.

**PROVIDED FURTHER** that an employee who receives weekly overtime penalties cannot receive any payment for excess hours, as prescribed in the Award, for those hours already claimed.

**15.3** All overtime that has been completed in accordance with Clauses 15.1 and 15.2 shall be paid at the ordinary rate as follows:

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





**PROVIDED** that where there is agreement between an employee and the employer the employee may take time off in lieu (TOIL) instead of payment for overtime worked on a time for time basis (i.e. one hour for each hour worked).

**PROVIDED FURTHER** that TOIL is to be taken within a period of 4 weeks from the date on which it is accrued otherwise the overtime that has previously been worked is to be paid in accordance with Subclause 15.3.

**15.4** The employer shall not be required to make a payment in respect of any TOIL not taken as at the time an employee's employment is terminated either by the employee or the employer.

**15.5** An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- (a) any risk to employee health and safety;
- (b) the employee's personal circumstances including any family responsibilities;
- (c) the needs of the workplace or enterprise;
- (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (e) any other relevant matter.

**15.6** The provisions of this clause do not apply to employees in the Tasmanian Academy. However, the parties will review hours of work arrangements for Tasmanian Academy employees at the end of 2009.

## **16. EXCESSIVE WORKLOADS**

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

**16.1** The employer will ensure that Team Leaders are aware that the tasks allocated to employees must not exceed what can reasonably be performed in the hours for which they are employed.

**16.2** The employer will ensure that Team Leaders implement procedures to monitor the hours worked of the employees they supervise and where employees regularly work hours in excess of the hours for which they are employed to perform

their jobs, changes (technology, responsibility, extra resources) will be implemented.

- 16.3** In most circumstances vacancies will be filled within three months. If it appears likely that will not be the case, Team leaders will consult affected employees, giving the reasons why the vacancy will not be filled and advising how the workloads will be managed having regard to 16.1 and 16.2 above.
- 16.4** In most circumstances temporary vacancies will be filled as they arise. Where a vacancy is not to be filled Team Leaders will consult affected employees, giving the reasons why the vacancy will not be filled and advising how the workload will be managed having regard to 18.1 and 18.2 above.
- 16.5** The specific allocation or time tabling of workloads in direct learning or workplace learning is to be assigned by the Team Leader in consultation with the employee, and other team members where appropriate. In this regard workloads shall be reasonable in all of the circumstances and in accordance with Clause 16 Hours of Work.
- 16.6** An employee who believes that his or her workload may be excessive, can seek a review of such.
- 16.7** Any request for review is to be made to the employee's Team Leader in the first instance with a view to resolving the matter at the team level.
- 16.8** Where a grievance is not resolved at the team level the employee may seek to have the matter resolved in accordance with the employer's grievance resolution process.
- 16.9** Any review of the reasonableness of workloads will be assessed having regard to:
- the requirements of the workplace, team or enterprise client;
  - the equitable distribution of duties across all team members;
  - the skills, competencies, knowledge and experience of the employee;
  - the adequacy of DOTT to enable the required direct learning to be delivered;
  - the level of activities required in undertaking workplace learning;
  - any risk to employee health and safety; and





- the employee's personal circumstances.

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

## **17. WORKPLACE UNION DELEGATES**

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

- 17.1** to be treated fairly and to perform the role as workplace delegates without any discrimination in employment, and to be treated with respect and without victimisation by management representatives;
- 17.2** for endorsed union delegates to speak on behalf of union members in their workplaces and for issues raised by delegates to be dealt with promptly and appropriately;
- 17.3** for union workplace forums, such as consultative delegates' and worksite committees and reasonable access to information about the workplace;
- 17.4** to reasonable paid time:
  - to represent the interests of members to the employer and in industrial tribunals;
  - to participate in the operation of the union;
  - to research and prepare prior to all negotiations with management;
  - for an opportunity to explain the benefits of union membership to employees including new employees, upon entering employment;
- 17.5** to call meetings of members to discuss union business;
- 17.6** to have access to facilities, including:
  - (a) where practicable, access to a private room to meet with individual members and perform union business.
  - (b) reasonable access to telephone, facsimile, post, photocopying, internet and e-mail facilities to undertake work as a delegate and consulting with workplace colleagues and the union.
  - (c) to place union information on an appropriate notice board in a prominent location in the workplace.
  - (d) to access information relevant to the workplace and/or workplace issues, including appropriate awards, agreements, statements of duty, and



departmental and governmental policies, and where available, staffing structures.

**17.7** Workplace delegates are to have:

- (a) An entitlement to five days paid training leave in any one calendar year to attend union-endorsed union courses and conferences.
- (b) Recognition that country delegates may require time in addition to (a) above for travel.
- (c) Recognition that skills acquired by a delegate undertaking that role are integral to assessments for performance management, salary progression and career advancement. Delegates are to notify the employer of the skills acquired and of their importance for performance evaluation and salary progression.

**17.8** Workplace delegates' roles may extend beyond the workplace and the delegates are to have access to reasonable time:

- (a) to promote union issues, to participate on committees, and for their development, which includes paid work away from the workplace as negotiated between the union and the employer on a case by case basis.
- (b) for participation in internal union forums and committees (e.g. branch or national conferences) which generally requires members to be elected according to the registered union rules.
- (c) that recognises the challenges in co-ordinating delegates in dispersed or remote workplaces.
- (d) to access leave without pay to work for a union. Any such period of leave granted is to be considered as service for salary progression purposes and does not constitute a break in service for other purposes. Employees are not required to relinquish the duties of their assigned classification level.

## **18. PERSONAL PROTECTIVE EQUIPMENT AND CLOTHING**

- 18.1** Where, on the determination of the Head of Agency an employee's official duties are such as to necessitate the wearing of protective equipment and or clothing, such





protective equipment or clothing shall be supplied free of cost to the employee.

- 18.2** An employee supplied with protective equipment or clothing on leaving the service of her/his Agency shall, if required to do so by the Head of Agency, return such protective equipment or clothing which is still in use by her/him immediately prior to her/him leaving.

## **19. DISPUTE SETTLING PROCEDURES**

- 19.1** In the first instance any dispute arising out of the operation of this Agreement shall be raised by the employee(s) with their immediate supervisor. The employee(s) may choose to be represented or assisted with the issue(s) by a workplace union delegate or by another employee of their choice.
- 19.2** In circumstances where discussions fail to resolve the dispute, the issue(s) will be referred to the appropriate union (if applicable) and to management representatives. If the issue(s) remain unresolved, either party may refer the dispute to the Tasmanian Industrial Commission for conciliation/arbitration and settlement.
- 19.3** Whilst a dispute is being dealt with through this process the status quo will remain and work will continue without disruption.
- 19.4** However where a safety issue is involved immediate priority will be given to the resolution of it having regard to recognised safety standards and relevant legislation. This may involve the cessation of work where an employee's safety is at risk.
- 19.5** The operation of this clause does not remove or lessen the right of an employee to seek redress through the provisions of the *State Service Act 2000* or any other applicable legislation.

## **20. CONSULTATION AND CHANGE**

- 20.1** Where the employer is planning the introduction of major changes in work arrangements and practices that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the Union prior to the trialling or implementation of such changes.
- 20.2** Employer's duty to consult



The employer shall consult with the employees affected and the Union and discuss the introduction of the changes referred to above, the effects the changes are likely to have on employees, measures taken to avoid or lessen the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the Union in relation to the changes. These discussions shall commence as early as practicable after the employer believes that change may be necessary.

- 20.3** For the purposes of such discussion, the employer shall provide in writing to the employees concerned and the Union all relevant information about the changes, including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees.

## **21. REVIEW OF LEADERSHIP POSITIONS**

During 2009 and by the end of that year a working party with representatives of parties to this agreement will undertake a collaborative review of the leadership positions within the Tasmanian Academy, Tasmanian Polytechnic and Tasmanian Skills Institute. This review will focus on:

- leadership needs of each organisation;
- appropriate classifications (education or otherwise);
- appropriate levels, salaries and other conditions.

The parties agree that the employer retains the right to make final decisions regarding leadership positions.

## **22. 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.





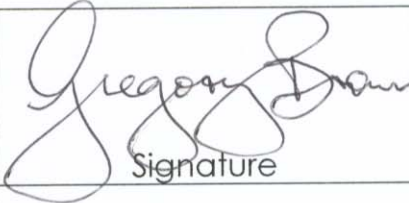


## 23. SIGNATURES

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

Signature   
 Position Philip Baker - Manager, Industrial Relations.  
 Witness   
 Date 24/12/08.

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

		
Signature	Signature	Signature
Australian Education Union Tasmanian Branch President	Australian Education Union Tasmanian Branch TAFE Division President	Australian Education Union Tasmanian Branch Secondary Colleges Sector President
23-12-08	23-12-08.	23/12/08
Date	Date	Date



**SCHEDULE 1**  
**SALARIES**

Basis of calculation for rates of pay for salaries and recreation leave loading, which will apply from the commencement of the first pay period to begin on or after 1<sup>st</sup> March 2008, as provided for in Clause 7.

**Salaries 2008**

<b><u>STATE TERRITORY</u></b>	<b><u>SALARY MAXIMUM OF TEACHER SCALE AST 1 EQUIVALENT AS AT 1 JANUARY 2008</u></b>
VICTORIA	\$65,414
THE A.C.T.	\$71,767
SOUTH AUSTRALIA	\$70,492
WESTERN AUSTRALIA	\$68,247
QUEENSLAND	\$69,225
NEW SOUTH WALES	\$72,454
NORTHERN TERRITORY	\$74,481

1. Current Tasmanian salary @ Band 1 Level 12 is \$68,351 Deduct Leave Loading of \$804 = \$ 67,547
2. Average of other States/Territories: \$ 70,297 this is an increase of 4.07 %
3. Leave Loading increases from \$804 to \$ 837.
4. Add \$837 to \$ 70,297 and the new Level 12 salary is \$ 71,133.





## POST YEAR 10 TEACHING STAFF INDUSTRIAL AGREEMENT 2009

<u>CLASSIFICATION</u>	<u>Effective from FFPP on or after 1 January 2009</u>
	<u>\$pa*</u>
<u>Band 1, Level 1</u>	<u>\$45,875</u>
<u>Band 1, Level 2</u>	<u>\$49,137</u>
<u>Band 1, Level 3</u>	<u>\$53,773</u>
<u>Band 1, Level 4</u>	<u>\$56,693</u>
<u>Band 1, Level 5</u>	<u>\$59,459</u>
<u>Band 1, Level 6</u>	<u>\$62,520</u>
<u>Band 1, Level 7</u>	<u>\$65,699</u>
<u>Band 1, Level 8</u>	<u>\$68,752</u>
<u>Band 1, Level 9</u>	<u>\$71,133</u>
<u>Band 2, Level 1</u>	<u>\$77,046</u>
<u>Band 2, Level 2</u>	<u>\$80,549</u>
<u>Band 3, Level 1</u>	<u>\$77,046</u>
<u>Band 3, Level 2</u>	<u>\$81,967</u>
<u>Band 3, Level 3</u>	<u>\$86,228</u>
<u>Band 3, Level 4</u>	<u>\$92,640</u>
<u>Band 3, Level 5</u>	<u>\$98,341</u>
<u>Band 3, Level 6</u>	<u>\$101,945</u>
<u>Band 3, Level 7</u>	<u>\$105,289</u>
<u>Band 3, Level 8</u>	<u>\$109,327</u>

**All existing employees in Principal positions and in receipt of the additional salary provided by the Principals Leadership Agreement (PLA) will continue to receive the additional salary in accordance with that agreement**

**Any new appointments to Principal positions will include access to the PLA**  
**Any outcome of the negotiations for the new PLA will be applicable to Principal positions in the new organisations**

**\*Recreation Leave Allowance of \$837 incorporated into salary levels.**

HoD 1 (Team Leader – Tasmanian Polytechnic and Tasmanian Skills Institute)/AST (Tasmanian Academy) = Band 2 Level 1

HoD 2 (Tasmanian Polytechnic and Tasmanian Skills Institute) = Band 2 Level 2



AST 1 ( Tasmanian Polytechnic and Tasmanian Skills Institute) = Band 1 Level 9

A sessional employee shall be paid the appropriate hourly rate outlined below:

Classification	Loaded Hourly Rate (67.50%)	Salary Scale Teacher
Sessional Employee 1	\$49.49	Band 1 Level 3
Sessional Employee 2	\$52.18	Band 1 Level 4
Sessional Employee 3	\$54.72	Band 1 Level 5
Sessional Employee 4	\$57.54	Band 1 Level 6
Sessional Employee 5	\$60.46	Band 1 Level 7
Sessional Employee 6	\$63.27	Band 1 Level 8
Sessional Employee 7	\$65.46	Band 1 Level 9

- The formula for calculation of the above hourly rates is as follows:

Band 1 salary per annum divided by 1820 = hourly rate plus 67.5% = loaded hourly rate



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