TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984
s23 application for award or variation of award

The Tasmanian Registered Teachers' Association
(T.2819 of 1990)

and

Tasmanian Trades and Labor Council
(TA.72 of 1990)

DEPUTY PRESIDENT A. ROBINSON

HOBART, 18 January 1990

Wage Rates - State Wage Case November 1989 - Structural Efficiency Principle - Special Case

ORDER -

No. 1 of 1991
(Consolidated)

AMEND THE INDEPENDENT SCHOOL (TEACHERS) TASMANIA AWARD BY DELETING ALL CLAUSES CONTAINED THEREIN AND INSERTING IN LIEU THEREOF THE FOLLOWING:

P152
1. TITLE

This award shall be known as the "Independent Schools (Teachers) Tasmania Award".

2. SCOPE

This award is established in respect to the whole of Tasmania to any person employed as a teacher pursuant to the Education Act in fee charging schools in the private sector but shall not include persons employed subject to Registered Agreements made between the Tasmanian Catholic Education Employees Association and the Catholic School employers including St Mary’s College, nor to persons who are in Holy Orders, or are members of a Recognised Teaching Order, or Minister of Religion, or Missionary Teachers of the Seventh Day Adventist Church.

3. ARRANGEMENT

<table>
<thead>
<tr>
<th>SUBJECT MATTER</th>
<th>CLAUSE NO.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title</td>
<td>1</td>
</tr>
<tr>
<td>Scope</td>
<td>2</td>
</tr>
<tr>
<td>Arrangement</td>
<td>3</td>
</tr>
<tr>
<td>Date of Operation</td>
<td>4</td>
</tr>
<tr>
<td>Supersession and Savings</td>
<td>5</td>
</tr>
<tr>
<td>Parties and Persons Bound</td>
<td>6</td>
</tr>
<tr>
<td>Definitions</td>
<td>7</td>
</tr>
<tr>
<td>Salaries</td>
<td>8</td>
</tr>
<tr>
<td>Access to Band 2</td>
<td>9</td>
</tr>
<tr>
<td>Annual Leave</td>
<td>10</td>
</tr>
<tr>
<td>Appraisal of Performance</td>
<td>11</td>
</tr>
<tr>
<td>Compassionate Leave</td>
<td>12</td>
</tr>
<tr>
<td>Dispute Settling Procedure</td>
<td>13</td>
</tr>
<tr>
<td>Due Process</td>
<td>14</td>
</tr>
<tr>
<td>Emergency Teachers</td>
<td>15</td>
</tr>
<tr>
<td>Induction</td>
<td>16</td>
</tr>
<tr>
<td>Leave without Pay</td>
<td>17</td>
</tr>
<tr>
<td>Maternity Leave</td>
<td>18</td>
</tr>
<tr>
<td>Occupational Superannuation</td>
<td>19</td>
</tr>
<tr>
<td>Part-time Teachers</td>
<td>20</td>
</tr>
<tr>
<td>Payment of Salaries</td>
<td>21</td>
</tr>
<tr>
<td>Professional Development and Teacher Portfolios</td>
<td>22</td>
</tr>
<tr>
<td>Protective Clothing</td>
<td>23</td>
</tr>
<tr>
<td>Public Holidays</td>
<td>24</td>
</tr>
<tr>
<td>Redundancy</td>
<td>25</td>
</tr>
<tr>
<td>Replacement Teachers</td>
<td>26</td>
</tr>
<tr>
<td>Sick Leave</td>
<td>27</td>
</tr>
<tr>
<td>Special Leave</td>
<td>28</td>
</tr>
</tbody>
</table>
4. DATE OF OPERATION

Subject to the following provisos this award shall come into effect from the first pay period commencing on or after 1 January 1991.

PROVIDED that in respect to Clause 8 - Salaries, and in respect to teaching loads as described in Clause 7 - Definitions, (q) Teachers Duties, and in respect of Clause 15 - Occupational Superannuation, those provisions in respect of the Cottage School Inc, shall come into effect from 1 January 1992.

PROVIDED ALWAYS that it is a term of this award (arising from the decision of the Tasmanian Industrial Commission State Wage Case of 30 October 1989) that the union(s) undertake(s), for the duration of the principles determined by that decision, not to pursue any extra claims, award or overaward, except where consistent with those principles.

5. SUPERSESSION AND SAVINGS

This award incorporates and supersedes No. 4 of 1989 (Consolidated), and No. 1 of 1990.

PROVIDED that no right, obligation or liability incurred or accrued under any of the abovementioned provisions shall be affected by the replacement and supersession.

6. PARTIES AND PERSONS BOUND

Unless otherwise specified, this award shall have application to and be binding upon:

(a) All employers (whether members of a registered organisation or not) who employ persons in the occupation specified in Clause 2 - Scope.

(b) All employees (whether members of a registered organisation or not) who are employed in the occupation specified in Clause 2 - Scope.

(c) The Tasmanian Registered Teachers Association.

(d) The Tasmanian Trades and Labor Council.

(e) The Tasmanian Confederation of Industries.
7. DEFINITIONS

For the purpose of the award, and unless the context otherwise provides, the following definitions shall apply:

'Association' means the Tasmanian Registered Teachers Association being an organisation of employees registered under the Act.

'Employer' in relation to the school shall mean the person, board, council or committee with authority to act on behalf of the school.

'School year' shall be the twelve months from the commencement of the first day of January in a year to the thirty first day of December in the same year.

'Experience' means experience of teaching after achieving the qualifications necessary for registration and shall be deemed to have commenced at the date on which a "qualified" person first received a teaching appointment.

'Full-time teacher' means a teacher who is employed for a full week each week of the school year, in any one school.

'Part-time teacher' is one who is employed by the school to work less than a full week each week, in any one school.

'Replacement teacher' means a teacher who is registered by the Teachers and Schools Registration Board and is employed for a limited period in order to replace a teacher who is on leave or temporarily transferred or promoted.

'Teacher librarian' means a teacher who holds appropriate Librarianship qualifications and, when employed as a teacher librarian shall be entitled to the same conditions as apply to a teacher.

'Emergency teacher' means a teacher who comes into a school to cover a sudden emergency in the absence of the regular teacher.

'Senior teacher' means a teacher in Band 2 of the salary scale. This classification may be achieved either by appointment by the Principal or employing authority or by meeting the requirements as set out in Clause 9 - Access to Band 2. If appointed to this classification the duties of the teacher will be determined by mutual agreement between the Principal and the teacher. If the position has been gained by meeting the requirements of Clause 9 - Access to Band 2, then the major role will be classroom teaching, but some educational management and other duties will be required.

'Registered teacher' is a teacher who has been granted registration by the Schools and Teachers Registration Board.

'Provisionally registered' teacher is a teacher who has been granted provisional registration by the Schools and Teachers Registration Board.
'Two-year trained teacher' means a registered teacher who

(a) has satisfactorily completed at least a two-year course of teacher training at an approved teachers' college, university, college of advanced education or institute; or

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

'Three-year trained teacher' means a registered teacher who

(a) has satisfactorily completed at least a three-year course of teacher training at an approved teachers' college, university, college of advanced education or institute; or

(b) is a graduate of an approved university; or

(c) possesses the qualifications required for a two-year trained teacher and in addition has completed further subjects at an approved institution which are deemed by the employer to qualify such teacher for three-year status; or

(d) possesses qualifications deemed by the employer to be at least equivalent to either one of the above.

'Four-year trained teacher' means a registered teacher who

(a) has satisfactorily completed a four-year course at an approved teacher training institution; or

(b) is a graduate of an approved university and in addition holds an approved Diploma of Education; or

(c) possesses qualifications deemed by the employer to be at least equivalent to either one of the above and shall include an honours graduate of an approved university.

'Five-year trained teacher' means a registered teacher who

(a) has completed a degree course and other post-graduate qualifications at approved institutions which together are the equivalent of five years of full-time training; or

(b) possesses qualifications deemed by the employer to be at least the equivalent to those in (a).
'Teachers duties' include all tasks related to the educational development of students and tasks concerned with the maintenance of good order and behaviour, including reasonable playground duties, sports duties, pastoral care, extra curricular activities and in relation to teachers appointed to residential positions, the usual residential duties. Teachers duties supporting the religious and/or philosophical ethos of the school shall be determined by reference to the contract of employment between the teacher and the employer.

In relation to the maximum weekly teaching time that shall be required of a full-time staff member under this award two categories of duties shall be considered

(a) non-teaching "face to face with student" week day duties between the hours of 8.30am and 4.00pm, such as attending to home/tutor group activities where absenteeism is checked, school information distributed and individual student pastoral care is provided;

(b) regular timetabled periods of "face to face" instruction or supervision where the teacher is responsible for students under his or her care.

In consideration of the non-teaching and teaching "face to face" student contact defined above a full-time primary school staff member shall have a minimum of 1 clear hour per week free for preparation and marking and any full-time staff member teaching post primary classes shall not be required, in the course of five normal school days, to attend to these duties for more than 20 hours or for more than 80% of the formal time tabled lesson time; the lesser of these two alternatives to apply.

Notwithstanding the provisions of this clause a teacher may be required to

(a) attend school assemblies, chapel, house, or other meetings, and do reasonable playground duty and reasonable relief supervision within normal school hours; and

(b) do reasonable sports or other student supervision outside normal school hours.

'Superannuation fund' means TASPLAN or any other Occupational Superannuation Fund provided that it conforms to the operational standards of the Occupational Superannuation Commission.

'Superannuation qualifying period' means four consecutive weeks of time worked from the date of engagement in any period.
8. **SALARIES**

The minimum salaries payable for the performance of teaching duties shall be (pre 1 January 1991):

<table>
<thead>
<tr>
<th>Salary per annum $</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>BAND 1</strong></td>
<td></td>
</tr>
<tr>
<td>Step 1</td>
<td>21943</td>
</tr>
<tr>
<td>Step 2</td>
<td>22969</td>
</tr>
<tr>
<td>Step 3</td>
<td>24011</td>
</tr>
<tr>
<td>Step 4</td>
<td>25052</td>
</tr>
<tr>
<td>Step 5</td>
<td>26081</td>
</tr>
<tr>
<td>Step 6</td>
<td>27102</td>
</tr>
<tr>
<td>Step 7</td>
<td>28185</td>
</tr>
<tr>
<td>Step 8</td>
<td>29275</td>
</tr>
<tr>
<td>Step 9</td>
<td>30353</td>
</tr>
<tr>
<td>Step 10</td>
<td>31309</td>
</tr>
<tr>
<td>Step 11</td>
<td>32704</td>
</tr>
<tr>
<td>Step 12</td>
<td>34094</td>
</tr>
<tr>
<td><strong>BAND 2</strong></td>
<td></td>
</tr>
<tr>
<td>Level 1</td>
<td>35287</td>
</tr>
<tr>
<td>Level 2</td>
<td>36289</td>
</tr>
<tr>
<td>Level 3</td>
<td>38257</td>
</tr>
<tr>
<td><strong>ALLOWANCES</strong></td>
<td>$</td>
</tr>
<tr>
<td>Level 1</td>
<td>569</td>
</tr>
<tr>
<td>Level 2</td>
<td>852</td>
</tr>
<tr>
<td>Level 3</td>
<td>1705</td>
</tr>
</tbody>
</table>

**Notes:**

(a) **Part-time Hourly Rates for Less than 5 Hours a Week**

Hourly rates shall be calculated by using the following formulas:

**Teacher with 4-year training course:**

Step 4 Band 1/1200 but
Step 6 Band 1/1200 from 1.1.92

**Teacher with 3-year training course:**

3-year trained, Step 3 Band 1/1200 but
Step 5 Band 1/1200 from 1.1.92
Less than 3 years of training:

Step 2 Band 1/1200 but
Step 3 Band 1/1200 from 1.1.92

(b) Emergency Teacher Rates

An emergency teacher shall be paid at a daily rate for days actually worked in accordance with the following formula:

\[
\text{Daily rate} = \frac{\text{Salary}}{200}
\]

where salary is determined in accordance with experience and qualifications as for full-time teachers.

**PROVIDED** that an emergency teacher shall receive a minimum payment of two hours for each day worked. For the purpose of this provision, two hours is equivalent to two-fifths of the daily rate applying to that teacher.

(c) Advancement to the next step shall take place on the anniversary of the teacher's first teaching appointment, or in the case of non-continuous service, after the completion of the equivalent of a school year, provided that the teacher's duties have been carried out satisfactorily.

A teacher employed for 50% or less of a full teaching load will be required to complete 24 months service before advancement.

(d) Five-year Trained Teacher:

(i) omits steps 7 and 10 when progressing up Band 1
(ii) in 1991 will enter Band 1 at Step 4
(iii) from 1992 will enter Band 1 at Step 6

(e) Four-year Trained Teacher:

(i) in 1991 will enter Band 1 at Step 3
(ii) from 1992 will enter Band 1 at Step 5

(f) Three-year Trained Teacher:

(i) a three-year trained non-graduate enters Band 1 at Step 2
(ii) a three-year trained graduate enters Band 1 at Step 3
(iii) spends two years at Step 10 of Band 1 before progressing to Step 11 and two years at Step 11 before progressing to Step 12
(g) Two-year Trained Teacher:

   (i) cannot advance beyond the rung they are on in Band 1 at the 1.1.91

   (ii) those who have not reached Step 8 of Band 1 may do so by normal annual progression.

(h) Provisionally registered teachers may only advance one step from their initial appointment step until full registration requirements have been completed.

(i) A teacher who qualifies for advancement to another classification shall be transferred from 1 January after such requirements were satisfied.

(j) The transfer of teachers from existing scales will be according to the procedure set out in Appendix A of this award.

(k) Allowances

   The procedure for paying and receiving allowances in 1991 and their payment from 1.1.92 is set out in Appendix B of this award.

(l) The procedures for reviewing the salaries of senior teachers and their transfer to Band 2 salary levels is set out in Appendix B of this award.

(m) (i) The phase-in process to reach the agreed benchmark salary for Band 1 will be:

   at 1.1.91 a 2.5% increase in Band 1 and 2 salaries
   at 1.7.91 a 2.5% increase in Band 1 and 2 salaries
   at 1.1.92 a 2.5% increase in Band 1 and 2 salaries and
   at 1.7.92 the balance to reach the benchmark

   Schools may however delay the phase-in process by up to three months from each of the above dates so their phase-in dates could be 1.4.91, 1.10.91, 1.4.92 and 1.10.92.

   (ii) Band 2 salaries will increase by the same percentages and at the same times as salaries in Band 1.

9. ACCESS TO BAND 2

It is recommended that the role, criteria for advancement, the application procedure, commencement date for access and quotas for senior teachers who do not enter this classification by appointment be those set out in Appendix C of this award.
10. ANNUAL LEAVE (OTHER THAN EMERGENCY TEACHERS)

(a) Throughout a calendar year teachers are entitled to at least 60 working days leave to coincide with student holidays. They may be required to participate in administrative and professional activities for up to seven days, which occur immediately prior to or after normal teaching days and during which students are not required to attend school. These days shall not include those activities which a teacher voluntarily undertakes as an extension of the school's total educational programme during school holiday periods.

PROVIDED that as from 1 January 1992 the above subclause shall be superseded by the following:

"(a) Throughout a calendar year teachers are entitled to at least 57 working days leave to coincide with student holidays. They may be required to participate in school planning, professional development or other purposes as determined by the Principal/employing authority for up to 10 days, which occur immediately prior to or after normal teaching days and during which students are not required to attend school. These days shall not include those activities which a teacher voluntarily undertakes as an extension of the school's total educational programme during school holiday periods."

(b) In addition teachers who have been employed throughout the year shall be entitled to receive, together with their first salary payment in December, an annual leave loading of 17.5% on a maximum of four weeks of recreation leave at the rate of pay applicable on 1 December of that year as prescribed in Clause 8 of this award provided that the loading shall not exceed the loading payable to a teacher on the eighth rung of the four-year trained teacher scale.

11. APPRAISAL OF PERFORMANCE

(a) Teachers may request or be requested by the Principal/employing authority to participate in a system of performance appraisal. The regularity of such appraisal and the system used will be determined by each school/college.

(b) The system of performance appraisal must:

(i) provide a source of direction towards professional development leading to increased skills and enhanced performance;

(ii) be supportive and constructive;

(iii) be developed in consultation with the staff of the school/college.
12. COMPASSIONATE LEAVE

Leave of absence up to three days on full pay may be granted to any teacher:

(a) on account of the death or serious illness of his/her spouse, child, father, mother, brother, sister, grandfather or grandmother, or his/her spouse's child, father, mother, sister, brother, grandfather or grandmother, or

(b) in any other case where, in the opinion of the employer, special circumstances exist.

13. DISPUTE SETTLING PROCEDURE

(a) The association and the employers party to this award undertake to take all reasonable steps to ensure that the representatives of the employers and staff follow the procedure as set out herein, with the intention that all disputes shall be promptly resolved by conciliation in good faith.

(b) Matters Likely to Become Industrial Issues

The employer and the association shall respectively notify each other as soon as possible of any industrial matter which, in the opinion of the party notifying, might give rise to an industrial dispute.

(c) Disputes at School Level

In the event of a dispute arising at school level the parties shall immediately confer at school level.

(d) Lack of Agreement at School Level

If no agreement is reached at school level an official of the association shall discuss the matter in dispute with a representative of the employer.

(e) Final Reference

Should the foregoing steps fail to resolve the issue within a reasonable time, the matter(s) in dispute shall be referred by either party to the Registrar of the Tasmanian Industrial Commission for arbitration, the decision of which will bind all parties.

(f) Without prejudice to either party and except where a bona fide safety issue is involved, work shall continue in accordance with the award while matters in dispute between them are being processed in accordance with the preceding procedure.
(g) Except where a bona fide safety issue is involved until the grievance is determined, work shall continue normally in accordance with the custom and practice existing before the grievance arose while discussions take place.

No party shall be prejudiced as to the final settlement by the continuance of work.

14. DUE PROCESS

(a) Due process must contain adequate prior notification on the grounds for dissatisfaction, the elements of counselling assisting the teacher, setting periods for the review process and appropriate documentation.

As part of the review process the teacher shall have the right to be accompanied by his/her nominee.

(b) If following due process, the decision of the employing authority is to terminate the employment of a teacher, due notice shall be given in accordance with Clause 29 - Termination of Employment.

15. EMERGENCY TEACHERS

Emergency teachers may be required to undertake the full teaching responsibilities and extra curricular duties of the teacher who is being replaced provided that emergency teachers may not be employed in such a capacity for more than 10 consecutive school days. Emergency teachers are not entitled to annual leave or sick leave.

16. INDUCTION

(a) In the process of appointment the Principal or employing- authority must provide all teachers with a statement of the ethical and professional expectations of the school/college.

(b) A teacher in his or her first year of experience shall participate in an induction process of one year's duration, provided that in certain circumstances the teacher and the employer may agree that the teacher should participate in the induction process for a further year.

(c) The induction process shall be determined by the employer or the Principal who will inform the teacher of the programme of induction to assist the teacher's professional development. This shall be reviewed regularly throughout the year.

(d) It is recommended that the employer shall provide a written statement to the teacher at the end of each term outlining the teacher's progress and development. Such statements may form part of a teacher's portfolio.
(e) A teacher returning to teaching after an absence of five or more years may be offered support through the induction process with appropriate modification and shall be expected to participate as appropriate.

NOTE: "Guidelines for the Induction of Beginning Teachers" as set out in Appendix D of this award are recommended as a basis for schools/colleges to develop an induction programme.

17. LEAVE WITHOUT PAY

(a) While a teacher has the right to apply for leave without pay the granting of such leave is at the discretion of the employer.

(b) If a teacher is granted leave without pay he/she shall be entitled to a position commensurate with qualifications and experience on his/her return.

18. MATERNITY LEAVE

(a) Eligibility for Maternity Leave

Subject to the provisions of this clause, a teacher who becomes pregnant shall, upon production to her employer of a certificate from a duly qualified medical practitioner stating the presumed date of her confinement be entitled to maternity leave provided that she has not less than twelve months continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

For the purposes of this clause:

(i) A teacher shall include a part-time teacher whose teaching allotment is not less than 5 hours per week but shall not include an emergency teacher or a teacher specifically engaged to relieve another teacher who is on maternity leave.

(ii) Maternity leave shall mean unpaid maternity leave.

(b) Period of Leave and Commencement of Leave

(i) Subject to subclauses (c) and (f) hereof, the period of maternity leave shall be for an unbroken period of from 6 to 52 weeks and shall include a period of 6 weeks compulsory leave to be taken immediately following confinement.

(ii) A teacher shall give notice in writing to her employer stating the presumed date of confinement not less than 15 weeks prior to the presumed date of confinement.
(iii) A teacher shall give not less than 7 weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave stating the period of leave to be taken.

(iv) An employer, by not less than 14 days' notice in writing to the teacher, may require her to commence maternity leave at any time within the 10 weeks immediately prior to her presumed date of confinement.

(v) A teacher shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraph (iii) hereof, if such failure is occasioned by the confinement occurring earlier than the presumed date.

(c) Transfer to a Safe Job

Where in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the teacher make it inadvisable for the teacher to continue at her present work, the teacher shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

If the transfer to a safe job is not practicable, the teacher may, or be required by the employer to, take leave for such period as is certified necessary by a duly qualified practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (g), (h), (i) and (j) hereof.

(d) Variation of Period of Maternity Leave

(i) Provided the addition does not extend the maternity leave beyond 52 weeks, the period may be lengthened once only, save with the agreement of the employer, by the teacher giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened.

(ii) The period of leave may, with the consent of the employer, be shortened by the teacher giving not less than 7 weeks' notice in writing stating the period by which the leave is to be shortened.

(e) Cancellation of Maternity Leave

(i) Maternity leave, applied for but not commenced, shall be cancelled where the pregnancy of a teacher terminates other than by the birth of a living child.

(ii) Where the pregnancy of a teacher then on maternity leave terminates other than by the birth of a living child, it shall be the right of the teacher to resume work at a time nominated by the employer (which shall be no later than the beginning of the next succeeding term) from the date of notice in writing by the teacher to be employed that she wishes to resume work.
(f) Special Maternity Leave and Sick Leave

(i) Where the pregnancy of a teacher not then on maternity leave terminates after 28 weeks other than by the birth of a living child then:

(a) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, or

(b) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.

(ii) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.

(iii) For the purposes of subclauses (g), (h) and (i) hereof, maternity leave shall include special maternity leave.

(iv) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to a teaching position at a similar level to that which she held at the time of her commencing her maternity leave.

(v) A part-time teacher shall be entitled to return to a teaching position which includes the same number of hours per week but not necessarily the same times or class levels.

(g) Maternity Leave and Other Leave Entitlements

Provided the aggregate of leave including leave taken pursuant to subclauses (c) and (f) hereof does not exceed 52 weeks;

(i) A teacher may, in lieu of or in conjunction with maternity leave, take any long service leave or any part thereof to which she is then entitled.

(ii) Paid sick leave or other paid authorised absences under this award (excluding annual leave or long service leave) shall not be available to a teacher during her absence on maternity leave.
(h) Effect of Maternity Leave on Employment

Notwithstanding any award or other provision to the contrary, absence on maternity leave shall not break the continuity of service of a teacher but shall not be taken into account in calculating the period of service for any purpose of an award.

(i) Termination of Employment

(i) A teacher on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.

(ii) An employer shall not terminate the employment of a teacher on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(j) Return to Work after Maternity Leave

(i) A teacher shall confirm her intention of returning to her work by notice in writing to the employer given not less than 7 weeks prior to the expiration of her period of maternity leave.

(ii) A teacher, from the beginning of the next succeeding term or such earlier date as the employer requires following the giving of the notice required pursuant to paragraph (i) hereof, shall be entitled to a teaching position commensurate with her qualifications and experience.

(iii) Apart-time teacher shall be entitled to return to a teaching position which includes the same number of hours per week but not necessarily the same times or class levels.

(k) Replacement Teachers

(i) A replacement teacher is a teacher specifically engaged as such and as a result of a teacher proceeding on maternity leave provided however that a replacement teacher does not have to fill the job vacated by the employee proceeding on maternity leave.

(ii) Before an employer engages a replacement teacher under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the teacher who is being replaced.

(iii) Before an employer engages a person to replace a teacher temporarily promoted or transferred in order to replace a teacher exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the teacher who is being replaced.
(iv) Nothing in this subclause shall be construed as requiring an employer to engage a replacement teacher.

(v) A replacement teacher shall not be entitled to any of the rights conferred by this clause except where her employment continues beyond the 12 months' qualifying period.

19. OCCUPATIONAL SUPERANNUATION

(a) Contributions

The employer subject to the following provisos shall pay at least monthly to the Trustee of the Superannuation Fund on behalf of each employee (other than an "Emergency Teacher" or a part-time teacher who works less than 5 hours per week) a contribution rate of:

(i) 3% of each employee's ordinary pay for the preceding month;

(ii) such contributions will commence from 1 July 1989.

Provided however that the employer shall not be required to make any contribution in respect to an employee who is absent on leave without pay or absent without the employer's authorisation.

(b) Qualifying Period

(i) Existing employees who have been employed for at least the superannuation qualifying period shall have contributions paid in accordance with part (a) of this clause.

(ii) Employees who have not completed the qualifying period shall at the expiration of the qualifying period and from that time have contributions paid on their behalf in accordance with part (a) of this clause.

20. PART-TIME TEACHERS

(a) Pro Rata Payment

A part-time teacher who teaches five hours or more per week shall be paid pro rata of the rate that the teacher would be entitled to receive as a full-time teacher.

The pro rata weekly salary shall be assessed according to the following formula:

Hours of face to face teaching x weekly salary/hours of a full-time teacher's face to face teaching.
Notes:

(i) A part-time teacher may be expected to undertake a proportionate number of other duties normally expected of full-time teachers.

(ii) The duties to be performed and lessons to be taken by a part-time teacher shall be set out in writing by the employer upon the engagement of the teacher and at the beginning of each teaching year or at any other time when a variation occurs.

(iii) The salary of a part-time teacher who opts not to undertake a proportionate number of duties normally expected of fulltime teachers shall be assessed according to the following formula:

\[ \text{Hours of face to face teaching} \times \text{weekly salary/number of teaching hours in a normal teaching cycle/week.} \]

(b) Hourly Rate

(i) Apart-time teacher who is employed for less than five hours per week, may be paid as above or at an hourly rate for the time actually taught.

(ii) The duties and number of hours required (including face to face teaching) to be undertaken by a part-time teacher shall be set out in writing by the employer upon the engagement of the teacher and at the beginning of each teaching year or at any other time when a variation occurs.

21. PAYMENT OF SALARIES

All moneys payable shall be paid:

(a) once each fortnight throughout the school year; or

(b) once every month during the school year provided that such monthly payment shall be made on or before the 25th day of each month.

22. PROFESSIONAL DEVELOPMENT AND TEACHER PORTFOLIOS

(a) Schools/colleges shall establish a professional development and In-service Education and Training programme. This will be done in consultation with the teachers in the individual School/College.

(b) A joint AIST/TRTA Committee will be established to promote professional development on a regional and State basis for schools/colleges who wish to participate in such a programme.
(c) Professional development and In-service Education and Training programmes must:

(i) enable teachers to better undertake their work;
(ii) enhance teachers’ career prospects;
(iii) give more skills to teachers to enable them to undertake a broader range of tasks within the school/college.

(d) A teacher may request and be given from time to time by the employer or the Principal appropriate evidence of the Teacher’s professional development and teaching experience.

23. PROTECTIVE CLOTHING

Where protective clothing is deemed necessary by the employer for the performance of duties, such clothing shall be either provided by the employer or cleaning costs incurred by the teacher shall be reimbursed.

24. PUBLIC HOLIDAYS

No teacher, except those with boarding house duties, will be required to attend school or perform any school duties whatsoever on a public holiday. The public holidays covered by this are New Year’s Day, Australia Day, Hobart Regatta Day (Southern Tasmania), Eight Hour Day, Good Friday, Easter Monday, Easter Tuesday, Anzac Day, Queen's Birthday, Show Day (as defined), Recreation Day (Northern Tasmania), Christmas Day and Boxing Day.

‘Show Day’ means not more than one local show day on an employee's ordinary working day, in the city, town or district in which the employee is employed; or such other day which, in the absence of such a local show day, is agreed on by the teachers and employer.

25. REDUNDANCY

(a) Where the employer can substantiate with written evidence that the volume of work in any section of the school has, diminished the employer may, by written determination under his hand, indicate that in one term's time the position occupied by the Teacher will be declared redundant.

(b) Where the provisions of subclause (a) of this clause are invoked, during the one term specified the employer shall use all endeavours to provide for the continuing employment of the teacher by:

(i) consulting with other employing bodies to procure suitable alternative employment for the teacher being retrenched;
(ii) granting reasonable paid leave of absence to a teacher being retrenched pursuant to this clause, to attend interviews for alternative employment;

(iii) communicating with the Tasmanian Registered Teachers' Association to ensure that in determining the employee to be made redundant the criteria used were based on such matters as length of service, efficiency, attendance and experience.

c) If alternative employment cannot be provided for or gained by the teacher at the end of the one term specified in subclause (a), the employer may terminate the services of the teacher at that time. Such notice of termination shall be in writing and shall be accompanied by copies of all written evidence of endeavours to locate alternative employment.

d) A teacher whose employment is terminated by reason of redundancy shall be entitled to a compensatory payment of nine weeks' salary plus one week's salary for each year of continuous service with the employer up to a maximum of fifteen weeks.

Such termination payment, added to holiday leave, annual leave loading, long service leave payment and all other entitlements, is to be paid in a lump sum on the last day of employment.

e) The teacher shall be supplied with a work reference including the reason for termination of employment, the length of service and an evaluation of the work performed in that time.

(f) A teacher to whom notice of termination due to redundancy has been given in accordance with subclause (a) will be released by the employer in order to commence alternative employment if written evidence is given of an absolute requirement to start the new employment prior to the expiration of 'one term's notice provided in subclause (a) of this clause.

If a teacher is released in accordance with this subclause the employer shall not be required to make compensatory termination payment described in subclause (d) of this clause.

(g) Where the employer can substantiate with a detailed written statement that the volume of work in any section of the school has diminished to such an extent that a partial redundancy in working hours by a teacher is necessary, the teacher may agree to accept the partial redundancy or may, within one month, elect to declare the whole position redundant in which case all the redundancy provisions expressed in this clause shall apply.

Where partial redundancy is accepted, pro rata compensatory payment will be made in accordance with the provision expressed in subclause (d) of this clause.
26. REPLACEMENT TEACHERS

(a) Replacement teachers may be employed on either a full-time or part-time basis.

(b) Replacement teachers shall be paid the rate specified in Clause 8 hereof based on their experience as a teacher and qualifications and shall be entitled to all entitlement under the award including pro rata benefits pursuant to Clause 9 (Annual Leave [Other than Emergency Teachers]) and Clause 27 (Sick Leave).

(c) Before a replacement teacher is employed, the employer shall inform that person in writing of the temporary nature of the employment, the benefits which are applicable and the rights under this award of any teachers who are being replaced.

(d) The termination of employment of a replacement teacher shall be the expiry of the period of employment or by the replacement teacher giving two weeks notice in writing or by the employer giving the teacher two weeks notice in writing. If the employer provides the teacher two weeks notice and the teacher's duties have been carried out satisfactorily payment shall be all salary and other entitlements for the remainder of the period of service or ten weeks, whichever is the less, provided always that a teacher's employment may be terminated forthwith without any notice or payment in lieu of notice on the grounds of serious default or misconduct.

27. SICK LEAVE

(a) A teacher, other than one engaged as an emergency teacher, who is absent from work on account of personal illness or on account of injury by accident shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations:

(i) he/she shall not be entitled to such leave of absence for any periods in respect of which he/she is entitled to workers' compensation;

(ii) he/she shall, prior to the commencement of: such absence, inform the employer of his/her inability to attend for work, and as far as may be practicable, state the nature of the illness or injury and the estimated duration of the absence;

(iii) he/she shall prove to the satisfaction of the employer (or in the event of a dispute, the Tasmanian Industrial Commission), that he/she was unable on account of such illness or injury to attend for work on the day or days for which the sick leave is claimed;

(iv) in the first year of employment with an employer he/she shall be entitled to 20 school days sick leave and in every year thereafter he/she shall be entitled to 10 school days sick leave.
(b) Up to 10 school days sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a)(iv) of this clause which has in any year not been allowed to an employee by an employer as paid sick leave shall be allowed to an employee by an employer in a subsequent year without diminution of the sick leave prescribed in respect of that year.

(c) An employer shall not be required to make any payment in respect of accumulated sick leave credits to an employee who is discharged or leaves his/her employment, or for any time an employee is absent from work without producing satisfactory evidence of personal illness.

(d) In cases where the leave of a teacher has been exhausted and the employer considers that extenuating circumstances exist it may in its discretion grant further leave with pay.

(e) A part-time teacher is entitled to sick leave credits in the same proportion to the number of sick days to which a full-time employee is entitled.

28. SPECIAL LEAVE

The employer may grant special leave to any teacher on such terms and conditions as deemed appropriate for special events such as examinations, moving residence, adoption or paternity.

29. TERMINATION OF EMPLOYMENT

Except in the case of a replacement teacher, the contract of employment may be terminated by either the employer or the teacher on the giving of ten weeks notice in writing. Such notice is to fall whenever possible wholly within a teaching term.

In the event of such notice not being given, the employer shall pay an amount equivalent to ten weeks payment of wages or in the case of a teacher who resigns without good reason the employer may require forfeiture by the teacher of the same amount. The employer may deduct such forfeited amount from any moneys accrued and owing to the teacher pursuant to the contract of employment, provided that the employer may institute recovery proceedings for all or any part of the forfeited amount.

PROVIDED that in a case whereby a teacher's employment is terminated for default or misconduct which would justify summary dismissal, wages shall be paid up to the time of dismissal only.

A. Robinson
DEPUTY PRESIDENT

18 January 1992
APPENDIX A

THE PROCEDURE FOR TRANSFER

(a) At 1.1.91 all teachers receive their normal annual increment.

(b) (i) They will then be slotted into the appropriate step of Band 1, but in the cases of some 3 year graduates and 4 year trained teachers at the salary they would have had if they remained on their "old scale". (Two year and three year trained have exact salary equivalents to transfer to on the new Band 1.)

(ii) The appropriate step for a 4 year trained teacher is that which enables the teacher to reach Step 12 of Band 1 in their eighth year of teaching.

TRANSLATION OF EXISTING SCALES TO BAND 1

<table>
<thead>
<tr>
<th>EXISTING 3 YEAR GRAD SCALE</th>
<th>BAND 1</th>
<th>EXISTING 2 YEAR SCALE</th>
<th>EXISTING 3 YEAR SCALE (NON-GRAD)</th>
</tr>
</thead>
<tbody>
<tr>
<td>23818</td>
<td>1 21943</td>
<td>1,2,3</td>
<td>-1</td>
</tr>
<tr>
<td>24834</td>
<td>2 22969</td>
<td>4</td>
<td>-2</td>
</tr>
<tr>
<td>25844</td>
<td>3 24011</td>
<td>5</td>
<td>-3</td>
</tr>
<tr>
<td>26846</td>
<td>4 25052</td>
<td>6</td>
<td>-4</td>
</tr>
<tr>
<td>27882</td>
<td>5 26081</td>
<td>7</td>
<td>-5</td>
</tr>
<tr>
<td>27940</td>
<td>6 27102</td>
<td>8</td>
<td>-6</td>
</tr>
<tr>
<td>30003</td>
<td>7 28185</td>
<td>9</td>
<td>-7</td>
</tr>
<tr>
<td>31065</td>
<td>8 29275</td>
<td>10,11,12,13</td>
<td>-8</td>
</tr>
<tr>
<td>32188</td>
<td>9 30353</td>
<td>14,15,16,17</td>
<td>-9,10,11,12</td>
</tr>
<tr>
<td>32704</td>
<td>10 31309</td>
<td>18</td>
<td>-13</td>
</tr>
<tr>
<td>34094</td>
<td>11 32704</td>
<td>19</td>
<td>-14</td>
</tr>
<tr>
<td></td>
<td>12 34094</td>
<td>20</td>
<td>-15</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>EXISTING 4 YEAR SCALE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 21943</td>
</tr>
<tr>
<td>2 22969</td>
</tr>
<tr>
<td>3 24011</td>
</tr>
<tr>
<td>4 25052</td>
</tr>
<tr>
<td>5 26081</td>
</tr>
<tr>
<td>6 27102</td>
</tr>
<tr>
<td>7 28185</td>
</tr>
<tr>
<td>8 29275</td>
</tr>
<tr>
<td>9 30353</td>
</tr>
<tr>
<td>10 31309</td>
</tr>
<tr>
<td>11 32704</td>
</tr>
<tr>
<td>12 34094</td>
</tr>
</tbody>
</table>

The appropriate step for a 4 year trained teacher is that which enables the teacher to reach Step 12 of Band 1 in their eighth year of teaching.

P152
APPENDIX B

BAND 2 SENIOR TEACHER AND ALLOWANCES

(a) In 1991 the existing 3 levels of Senior Teacher will be retained at the present salaries. This enables the direct transfer of teachers in these positions to an appropriate level in Band 2, as shown.

Senior Teacher I, transfers to Level 1, Band 2
Senior Teacher II, transfers to Level 2, Band 2
Senior Teacher III, transfers to Level 3, Band 2

(b) During 1991 the duties and responsibilities of existing Senior Teachers will be reviewed by each school/college.

(c) From 1.1.92 there will be 4 levels of Senior Teacher. As a result of the review, Senior Teachers will be placed in a level of the new structure.

(d) The salaries for the new 4 level Band 2 structure will be:

Level 1, Step 12, Band 1 salary plus 4%
Level 2, Step 12, Band 1 salary plus 8%
Level 3, Step 12, Band 1 salary plus 12%
Level 4, Step 12, Band 1 salary plus 16%

(e) Level 3 and Level 4 positions will be by APPOINTMENT ONLY.

ALLOWANCES

(a) In 1991 the existing system of allowances will remain.

(b) In 1991 the existing allowances system will be reviewed by each school/college.

(c) From 1.1.92 there will be a new award clause:

"An allowance may be paid, at the discretion of the Principal/Employing Authority, to any Teacher or Senior Teacher who is asked to undertake additional duties and/or responsibilities."

(d) That from 1.1.92 the allowances be:

Level 1 2% of the salary paid at Step 12 of Band 1
Level 2 4% of the salary paid at Step 12 of Band 1
Level 3 6% of the salary paid at Step 12 of Band 1
Level 4 8% of the salary paid at Step 12 of Band 1
APPENDIX C

BAND 2 TEACHERS
(Interim Guidelines for Progression from Band 1 to Band 2 Level 1)

A. THE ROLE OF BAND 2 LEVEL 1

(a) The major role will be classroom teacher, but some educational management and other duties will be required.

(b) Where non-teaching duties and responsibilities are allocated noncontact time will be determined by agreement between the Employing Authority and/or the Principal and the teacher.

(c) Such duties should include:

(i) being responsible for trainee teachers from tertiary institutions;

(ii) assisting in the induction programme for new teachers;

(iii) teaching, or helping teachers who teach, students with problems (learning or behavioural);

(iv) those which the school considers necessary to sustain good teaching and learning.

B. CRITERIA FOR ADVANCEMENT

(a) The applicant must have been on the top salary step of Band 1 for at least 12 months and be classified as at least a FOUR YEAR TRAINED teacher.

(b) Applicants must address the following criteria:

(i) Contribution to the school/college beyond their immediate teaching responsibilities. This could include:

- contribution to aims and philosophy;
- understanding and commitment to school policies and procedures;
- development or modification of guidelines for policies and procedures;
- active participation in staff meetings;
- support of extra-curricular activities;
- voluntary leadership of school events;
- liaising with teachers in other schools;
- performance of allocated responsibilities;
- co-operation with other colleagues.
(ii) **Teaching responsibilities.** These could include:

- preparation and planning;
- class management;
- communication skills;
- quality and progress of students' work;
- assessment of students' work and record keeping;
- interest, ability and knowledge of relevant subject matter;
- establishing supportive classroom atmosphere;
- success in promoting interest in a particular activity;
- initiative, enthusiasm, energy and commitment;
- assessment of needs, matching needs to tasks;
- management of individual student behaviour;
- pastoral role;
- attention to equal opportunity issues;
- use of resources inside and outside the school/college;
- use of new syllabuses and guidelines;
- appropriateness of teaching style/methodology to the task and the students' needs;
- class or organisation for group and individual needs;
- flexibility and versatility

(iii) **Relationships with colleagues, parents and students.** These could include:

- human relationships skills generally;
- ability to influence the work of colleagues throughout the school/college;
- showing care and concern for all students;
- active involvement in parent and community activities;
- being fair, just and equitable.

(iv) **Professional development.**

Until approved professional development activities have been determined these are to be regarded as activities undertaken in addition to those regarded as part of normal teaching duties.

The course activity should have:

- increased efficiency and effectiveness;
- broadened the range of skills so that a wider variety of tasks could be undertaken in the school/college.

Award bearing courses, activities approved by the CCET and school/college initiated activities such as committees and seminars to discuss/introduce new curriculum, methodology, administrative and conceptual changes may be included.
Applicants must provide evidence of involvement in professional development activities and outline the nature of these activities. This could include:

- relevant award bearing courses;
- willingness to attend in-service courses;
- knowledge of current developments on subject matter and methodology and efforts to keep up to date;
- self-initiated activities both in the school/college and the broader system;
- committee or discussion group membership;
- organisation/leadership of seminars to look at new curriculum, syllabus methodology, administrative or conceptual changes;
- research activities.

C. THE APPLICATION PROCEDURE

(a) Applications should be made to the Principal or the Employing Authority on the prescribed form by the end of Term 1.

(b) The school/college will determine the method of processing applications. They may, for example, be dealt with by the Principal or the Employing Authority acting alone or by a school-based panel. However, the method for dealing with applications should result from consultation between the teaching staff and the Principal or Employing Authority.

(c) Applicants must be notified of the result of their application by 31 July and detailed reasons given if an application is unsuccessful. As well, suggestions should be made as to how identified problems can be remedied.

(d) Should an unsuccessful applicant request a review such a result must be lodged by 31 August.

(i) Reviews will be conducted in a manner determined by each school/college but the reviewers should not have been involved in the original consideration of the application OR for schools/colleges which do not wish to conduct their own review of applications there will be a joint AIST/TRTA panel to which they may be referred.

The panel will consist of:

- an independent chairperson
- two AIST representatives
- two TRTA representatives

(ii) After the review, the original decision may be confirmed or the application returned to the original processing body for reconsideration. It must hand down its decision by 30 September.
(iii) The decision on the application resulting from the review procedure shall be final.

(iv) If an application is unsuccessful, the applicant must wait twelve months before applying again.

D. COMMENCEMENT DATE AND QUOTAS

Access to Band 2, Level 1 will be from 1.1.92. There will be no restriction on the number of teachers who can enter Band 2, Level 1 by meeting the Criteria for Advancement as detailed in these guidelines.
**APPLICATION FOR CLASSIFICATION**
**AS A SENIOR TEACH BAND 2 LEVEL 1**

Details of applicant

Name ...........................................................................................................................................

School/College ................................................................................................................................

Length of service on Step 12, Band 1............................................................................................. years

1. Outline your contribution to your school/college beyond your immediate teaching responsibility

................................................................................................................................................................

................................................................................................................................................................

................................................................................................................................................................

2. Describe your abilities

................................................................................................................................................................

................................................................................................................................................................

3. Summarise your relationships with colleagues, parents and students

................................................................................................................................................................

................................................................................................................................................................

4. Outline your involvement in professional development activities

................................................................................................................................................................

................................................................................................................................................................

Signed ..............................................................................................................................................Date ...........................................
GUIDELINES FOR THE INDUCTION OF BEGINNING TEACHERS

Part A - Preamble

The professional development of teachers should be viewed as a continuation, commencing with pre-service, passing through entry and induction and continuing with regular in-service education throughout the teacher's whole career.

The schools council document Quality of Teaching states:

"However well prepared a new recruit is, induction remains a vital element in the initiation process. The initial task of matching and adopting expectations, developing confidence, providing support and appropriate counselling, providing relief where necessary and ongoing professional development must all be part of the procedure."

Part B - General Principles

(a) New teachers should have fewer classroom responsibilities in the first year of teaching. This lower teaching load should be an entitlement and not a matter of discretion of the school management.

(b) Teachers with experience should have designated responsibilities for new teachers and carry these out in a systematic and compassionate manner. Employers should have clear and public expectation of this role which must involve regular counselling and special assistance where appropriate.

(c) Efforts must be made to ensure that appropriate support is provided for new teachers and that they are provided with an opportunity not only to upgrade existing skills but also to develop new skills and knowledge of the teaching process.

Part C - Structural Aspects

(a) Release time/lighter load for beginning teacher. Some translate this as 8/10th of the responsibilities of other teachers.

(b) Support teacher process which involves:

(i) designation of experienced teachers whose major duties are classroom-based, as support teacher in the induction process;

(ii) the support teacher has specific time allocation to be utilised in the induction process (approximately half of the release time of the beginning teacher). In most cases this should be more substantial in the first half of the year than the second half;
(iii) clear general guidelines (as outlined further in the document) should be given to both the support teacher and the beginning teacher who together develop a specific program of support and assistance for the ensuing year;

(iv) regular review of the effectiveness of the induction program should occur with the Principal or other appropriate administration person. This review is not an assessment of the beginning teacher but an evaluation of the effectiveness of the program;

(v) access must be ensured by the school to school - time in-service for the beginning teacher - at least on one day per term.

**Part D - Qualitative Aspects**

It is the responsibility of the school through the utilization of the support teacher and other appropriate persons to:

(a) provide high quality advice and information on such areas as:

   (i) general administrative role of a teacher and record keeping;

   (ii) general expectations such as attendance at meetings and other required functions;

   (iii) general school duties such as playground duty;

   (iv) assessment and reporting procedures;

   (v) programming and lesson preparation;

   (vi) classroom management and pastoral care;

   (vii) parent/teacher relations, teacher-teacher relations;

   (viii) guidance on useful professional development such as teacher unionism, professional teacher associations, professional reading, etc.

(b) provide opportunities for the beginning teacher to:

   (i) observe lessons;

   (ii) participate in co-operative teaching;

   (iii) access advisory/support visits by support teacher(s);

   (iv) access a range of other professional assistance such as other specialist teachers/services, other classroom teachers, the initial teacher training institution, advisors and consultants;
(v) attend in-service appropriate to the needs of the beginning teacher.

(c) Ensure the balanced use of the release time of the beginning teacher for both work with the support teacher and programming and resource building.

**Part E - Written Statement**

The written statement provided at the conclusion of the induction program should include:

(a) appraisal of effectiveness of the procedure used;

(b) description of the range of professional/in-service experiences of the beginning teacher throughout the induction process.