TASMANIAN INDUSTRIAL COMMISSION

Industrial Relations Act 1984
s.23 application for award or variation of award

The Tasmanian Registered Teachers' Association
(T.4437 of 1993)

INDEPENDENT SCHOOLS (TEACHERS) TASMANIA AWARD

Wage rates - final increase of phased adjustments emanating from special case proceedings - Principles satisfied - consent matter - application granted - award varied - ffpp 1 August 1993

ORDER BY CONSENT-

No. 2 of 1994
(Consolidated)

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

P152
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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 the Catholic Education Award, 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**

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4. **DATE OF OPERATION**

Subject to the following provisos this award shall come into effect from the first full pay period commencing on or after 1 August 1993.

5. **SUPERSESSION AND SAVINGS**


**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 Chamber of Commerce and Industry Limited.

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.
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'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.

8. SALARIES

The minimum salaries payable for the performance of teaching duties shall be:

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<th>Salary per Annum</th>
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BAND 1

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<td>3</td>
<td>2337</td>
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<td>3116</td>
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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 6 Band 1/1200.

Teacher with 3-year training course - Step 5 Band 1/1200.

Less than 3 years of training - Step 3 Band 1/1200.

(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) enters Band 1 at Step 6

(e) Four-year Trained Teacher:
   (i) enters 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) 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.

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 A of this award.
10. **ANNUAL LEAVE (OTHER THAN EMERGENCY TEACHERS)**

(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 - Salaries, of this award provided that the loading shall not exceed the loading payable to a teacher on Step 12 of Band 1 salary 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 B 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. OCCUPATIONAL SUPERANNUATION

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 as determined by Legislation.

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.

19. PARENTAL LEAVE

Subject to the terms of this clause employees are entitled to maternity, paternity and adoption leave and to work part-time in connection with the birth or adoption of a child.

PART A - MATERNITY LEAVE

(a) Nature of Leave

Maternity leave is unpaid leave.

(b) Definitions

For the purpose of this part:

'Employee' includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

'Paternity leave' means leave of the type provided for in Part B - Paternity Leave.

'Child' means a child of the employee under the age of one year.

'Spouse' includes a de facto or a former spouse.

'Continuous service' means service under an unbroken contract of employment and includes:

(i) any period of leave taken in accordance with this clause;

(ii) any period of part-time employment worked in accordance with this clause; or

(iii) any period of leave or absence authorised by the employer or by the award.
(c) Eligibility for Maternity Leave

(i) An employee who becomes pregnant, upon production to her employer of the certificate required by subclause (d) hereof, shall be entitled to a period of up to 52 weeks maternity leave provided that such leave shall not extend beyond the child's first birthday. This entitlement shall be reduced by any period of paternity leave taken by the employee's spouse in relation to the same child and apart from paternity leave of up to one week at the time of confinement shall not be taken concurrently with paternity leave.

(ii) Subject to subclauses (f) and (i) hereof the period of maternity leave shall be unbroken and shall, immediately following confinement, include a period of six weeks compulsory leave.

(iii) The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which she proceeds upon such leave.

(d) Certificate

At the time specified in subclause (e) hereof the employee must produce to her employer:

(i) a certificate from a registered medical practitioner stating that she is pregnant and the expected date of confinement;

(ii) a statutory declaration stating particulars of any period of paternity leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

(e) Notice Requirements

(i) An employee shall, not less that ten weeks prior to the presumed date of confinement, produce to her employer the certificate referred to in paragraph (d)(i).

(ii) An employee shall give not less than four 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 and shall, at the same time, produce to her employer the statutory declaration referred to in paragraph (d)(ii).

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

(iv) An employee shall not be in breach of this clause as a consequence of failure to give the stipulated period of notice in accordance with paragraph (ii) hereof if such failure is occasioned by the confinement occurring earlier than the presumed date.
(f) Transfer to a safe job

Where in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee 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 employee may, or the employer may require the employee to, take leave for such period as is certified necessary by a registered medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (j), (k), (l) and (m) hereof.

(g) Variation of Period of Maternity Leave

(i) Provided the maximum period of maternity leave does not exceed the period to which the employee is entitled under subclause (c) hereof:

(1) the period of maternity leave may be lengthened once only by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened;

(2) The period may be further lengthened by agreement between the employer and the employee.

(ii) The period of maternity leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(h) Cancellation of Maternity Leave

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

(ii) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

(i) Special Maternity Leave and Sick Leave

(i) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then:
(1) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a registered medical practitioner certifies as necessary before her return to work; or

(2) 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 registered 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 registered 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 the period to which the employee is entitled under subclause (c) hereof.

(iii) For the purposes of subclauses (j), (k) and (l) 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 the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (f) hereof, to the position she held immediately before such transfer.

Where such position no longer exists but there are other positions available, which the employee is qualified for and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

(j) Maternity Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave including leave taken under this part, does not exceed the period to which the employee is entitled under subclause (c) hereof, an employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during her absence on maternity leave.
(k) Effect of Maternity Leave on Employment

Subject to this part, notwithstanding any award or other provision to the contrary, absence on maternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(l) Termination of Employment

(i) An employee 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 an employee 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.

(m) Return to Work After Maternity Leave

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

(ii) An employee, upon returning to work after maternity leave or the expiration of the notice required by paragraph (i) hereof, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (f) hereof, to the position which she held immediately before such transfer or in relation to an employee who has worked part-time during the pregnancy the position she held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and pay to that of her former position.

(n) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.

(ii) Before an employer engages a replacement employee the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.
(iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this part, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(iv) Nothing in this part shall be construed as requiring an employer to engage a replacement employee.

PART B - PATERNITY LEAVE

(a) Nature of Leave

Paternity leave is unpaid leave.

(b) Definitions

For the purpose of this part:

'Employee' includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

'Maternity leave' means leave of the type provided for in Part A - Maternity Leave (and includes special maternity leave).

'Child' means a child of the employee or the employee's spouse under the age of one year.

'Spouse' includes a de facto or a former spouse.

'Primary care-giver' means a person who assumes the principal role of providing care and attention to a child.

'Continuous service' means service under an unbroken contract of employment and includes:

(i) any period of leave taken in accordance with this clause;

(ii) any period of part-time employment worked in accordance with this clause; or

(iii) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility for Paternity Leave

A male employee, upon production to his employer of the certificate required by subclause (d) - Certification shall be entitled to one or two periods of paternity leave, the total of which shall not exceed 52 weeks, in the following circumstances:
(i) an unbroken period of up to one week at the time of confinement of his spouse;

(ii) a further unbroken period of up to 51 weeks in order to be the primary caregiver of a child provided that such leave shall not extend beyond the child’s first birthday. This entitlement shall be reduced by any period of maternity leave taken by the employee’s spouse and shall not be taken concurrently with that maternity leave.

The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which he proceeds upon either period of leave.

(d) Certification

At the time specified in subclause (e) the employee must produce to his employer:

(i) a certificate from a registered medical practitioner which names his spouse, states that she is pregnant and the expected date of confinement or states the date of which the birth took place;

(ii) in relation to any period to be taken under paragraph (c)(ii) hereof, a statutory declaration stating:

(1) he will take that period of paternity leave to become the primary caregiver of the child;

(2) particulars of any period of maternity leave sought or taken by his spouse; and

(3) for the period of paternity leave he will not engage in any conduct inconsistent with his contract of employment.

(e) Notice Requirements

(i) The employee shall, not less than ten weeks prior to each proposed period of leave, give the employer notice in writing stating the dates on which he proposes to start and finish the period or periods of leave and produce the certificate and statutory declaration required in subclause (d) hereof.

(ii) The employee shall not be in breach of this subclause as a consequence of failure to give the notice required in paragraph (i) hereof if such failure is due to:

(1) the birth occurring earlier than the expected date; or

(2) the death of the mother or the child; or

(3) other compelling circumstances.

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(iii) The employee shall immediately notify his employer of any change in the information provided pursuant to subclause (d) hereof.

(f) Variation of Period of Paternity Leave

(i) Provided the maximum period of paternity leave does not exceed the period to which the employee is entitled under subclause (c) hereof:

(1) the period of paternity leave provided by paragraph (c)(ii) may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;

(2) the period may be further lengthened by agreement between the employer and the employee.

(ii) The period of paternity leave taken under paragraph (c)(ii) hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

(g) Cancellation of Paternity Leave

Paternity leave, applied for under paragraph (c)(ii) hereof but not commenced, shall be cancelled when the pregnancy of the employee's spouse terminates other than by the birth of a living child.

(h) Paternity Leave and Other Leave Entitlements

(i) Provided the aggregate of any leave, including leave taken under this part, does not exceed the period to which the employee is entitled under subclause (c) hereof, an employee may, in lieu of or in conjunction with paternity leave, take any annual leave or long service leave or any part thereof to which he is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave) shall not be available to an employee during his absence on paternity leave.

(i) Effect of Paternity Leave on Employment

Subject to this part, notwithstanding any award or other provision to the contrary, absence on paternity leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.
(j) Termination of Employment

(i) An employee on paternity leave may terminate his 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 an employee on the ground of his absence on paternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(k) Return to Work after Paternity Leave

(i) An employee shall confirm his intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of paternity leave provided by paragraph (c)(ii) hereof.

(ii) An employee, upon returning to work after paternity leave or the expiration of the notice required by paragraph (i) hereof, shall be entitled to the position which he held immediately before proceeding on paternity leave, or in relation to an employee who has worked part-time under this clause to the position he held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, he shall be entitled to a position as nearly comparable in status and pay to that of his former position.

(l) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on paternity leave.

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

(iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising his rights under this part, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(iv) Nothing in this part shall be construed as requiring an employer to engage a replacement employee.
PART C - ADOPTION LEAVE

(a) Nature of Leave

Adoption leave is unpaid leave.

(b) Definitions

For the purpose of this part:

'Employee' includes a part-time employee but does not include an employee engaged upon casual or seasonal work.

'Child' means a person under the age of five years who is placed with the employee for the purposes of adoption, other than a child or stepchild of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

'Relative adoption' occurs where a child, as defined, is adopted by a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).

'Primary care-giver' means a person who assumes the principal role of providing care and attention to a child.

'Spouse' includes a de facto spouse.

'Continuous service' means service under an unbroken contract of employment and includes:

(i) any period of leave taken in accordance with this clause;

(ii) any period of part-time employment worked in accordance with this clause, or

(iii) any period of leave or absence authorised by the employer or by the award.

(c) Eligibility

An employee, upon production to the employer of the documentation required by subclause (d) hereof shall be entitled to one or two periods of adoption leave, the total of which shall not exceed 52 weeks, in the following circumstances:

(i) an unbroken period of up to three weeks at the time of the placement of the child;
(ii) an unbroken period of up to 52 weeks from the time of the child's placement in order to be the primary care-giver of the child. This leave shall not extend beyond one year after the placement of the child and shall not be taken concurrently with adoption leave taken by the employee's spouse in relation to the same child. This entitlement of up to 52 weeks shall be reduced by:

1. any period of leave taken pursuant to paragraph (i) hereof; and
2. the aggregate of any periods of adoption leave taken or to be taken by the employee's spouse;

The employee must have had at least 12 months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave in either case.

(d) Certification

Before taking adoption leave the employee must produce to the employer:

1. (1) A statement from an adoption agency or other appropriate body of the presumed date of placement of the child with the employee for adoption purposes; or
   (2) a statement from the appropriate government authority confirming that the employee is to have custody of the child pending application for an adoption order.

2. In relation to any period to be taken under paragraph (c)(ii) hereof, a statutory declaration stating:
   1. the employee is seeking adoption leave to become the primary care-giver of the child;
   2. particulars of any period of adoption leave sought or taken by the employee's spouse; and
   3. for the period of adoption leave the employee will not engage in any conduct inconsistent with his or her contract of employment.

(e) Notice Requirements

1. Upon receiving notice of approval for adoption purposes, an employee shall notify the employer of such approval and within two months of such approval, shall further notify the employer of the period or periods of adoption leave the employee proposes to take. In the case of a relative adoption the employee shall notify as aforesaid upon deciding to take a child into custody pending an application for an adoption order.
(ii) An employee who commences employment with an employer after the date of approval for adoption purposes shall notify the employer thereof upon commencing employment and of the period or periods of adoption leave which the employee proposes to take. Provided that such employee shall not be entitled to adoption leave unless the employee has not less than 12 months continuous service with that employer immediately preceding the date upon which he or she proceeds upon such leave.

(iii) An employee shall, as soon as the employee is aware of the presumed date of placement of a child for adoption purposes but no later than 14 days before such placement, give notice in writing to the employer of such date, and of the date of the commencement of any period of leave to be taken under paragraph (c)(i) hereof.

(iv) An employee shall, ten weeks before the proposed date of commencing any leave to be taken under paragraph (c)(ii) hereof give notice in writing to the employer of the date of commencing leave and the period of leave to be taken.

(v) An employee shall not be in breach of this part as a consequence of failure to give the stipulated period of notice in accordance with paragraphs (iii) and (iv) hereof if such failure is occasioned by the requirement of an adoption agency to accept earlier or later placement of a child, the death of the spouse or other compelling circumstances.

(f) Variation of Period of Adoption Leave

(i) Provided the maximum period of adoption leave does not exceed the period to which the employee is entitled under subclause (c) hereof:

(1) the period of leave taken under paragraph (c)(ii) hereof may be lengthened once only by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be lengthened;

(2) the period may be further lengthened by agreement between the employer and employee.

(ii) The period of adoption leave taken under paragraph (c)(ii) hereof may, with the consent of the employer, be shortened by the employee giving not less than 14 days notice in writing stating the period by which the leave is to be shortened.

(g) Cancellation of Adoption Leave

(i) Adoption leave, applied for but not commenced, shall be cancelled should the placement of the child not proceed.
(ii) Where the placement of a child for adoption purposes with an employee then on adoption leave does not proceed or continue, the employee shall notify the employer forthwith and the employer shall nominate a time not exceeding four weeks from receipt of notification for the employee's resumption of work.

(h) Special Leave

The employer shall grant to any employee who is seeking to adopt a child, such unpaid leave not exceeding two days, as is required by the employee to attend any compulsory interviews or examinations as are necessary as part of the adoption procedure. Where paid leave is available to the employee the employer may require the employee to take such leave in lieu of special leave.

(i) Adoption Leave and Other Entitlements

(i) Provided the aggregate of any leave, including leave taken under this part, does not exceed the period to which the employee is entitled under subclause (c) hereof, an employee may, in lieu of or in conjunction with adoption leave, take any annual leave or long service leave or any part thereof to which he or she is entitled.

(ii) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during the employee's absence on adoption leave.

(j) Effect of Adoption Leave on Employment

Subject to this part, notwithstanding any award or other provision to the contrary, absence on adoption leave shall not break the continuity of service of an employee but shall not be taken into account in calculating the period of service for any purpose of any relevant award or agreement.

(k) Termination of Employment

(i) An employee on adoption leave may terminate the 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 an employee on the ground of the employee's application to adopt a child or absence on adoption leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(l) Return to Work After Adoption Leave

(i) An employee shall confirm the intention of returning to work by notice in writing to the employer given not less than four weeks prior to the expiration of the period of adoption leave provided by paragraph (c)(ii) hereof.
(ii) An employee, upon returning to work after adoption leave, shall be entitled to the position held immediately before proceeding on such leave or in relation to an employee who has worked part-time under this clause the position held immediately before commencing such part-time work.

Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee shall be entitled to a position as nearly comparable in status and pay to that of the employee’s former position.

(m) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee proceeding on adoption leave.

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

(iii) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising rights under this part, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(iv) Nothing in this part shall be construed as requiring an employer to engage a replacement employee.

PART D - PART-TIME WORK

(a) Definitions

For the purposes of this part:

'Male employee' means an employed male who is caring for a child born of his spouse or a child placed with the employee for adoption purposes.

'Female employee' means an employed female who is pregnant or is caring for a child she has borne or a child who has been placed with her for adoption purposes.

'Spouse' includes a de facto spouse.

'Former position' means the position held by a female or male employee immediately before proceeding on leave or part-time employment under this part whichever first occurs or, if such position no longer exists but there are other positions available for which the employee is qualified and the duties of which he or she is capable of performing, a position as nearly comparable in status and pay to that of the position first mentioned in this definition.
'Continuous service' means service under an unbroken contract of employment and includes:

(i) any period of leave taken in accordance with this clause;

(ii) any period of part-time employment worked in accordance with this clause; or

(iii) any period of leave or absence authorised by the employer or by the award.

(b) Entitlement

With the agreement of the employer:

(i) A male employee may work part-time in one or more periods at any time from the date of birth of the child until its second birthday or, in relation to adoption, from the date of placement of the child until the second anniversary of the placement.

(ii) A female employee may work part-time in one or more periods while she is pregnant where part-time employment is, because of the pregnancy, necessary or desirable.

(iii) A female employee may work part-time in one or more periods at any time from the seventh week after the date of birth of the child until its second birthday.

(iv) In relation to adoption a female employee may work part-time in one or more periods at any time from the date of the placement of the child until the second anniversary of that date.

(c) Return to Former Position

(i) An employee who has had at least 12 months continuous service with an employer immediately before commencing part-time employment after the birth or placement of a child has, at the expiration of the period of such part-time employment or the first period, if there is more than one, the right to return to his or her former position.

(ii) Nothing in paragraph (i) hereof shall prevent the employer from permitting the employee to return to his or her former position after a second or subsequent period of part-time employment.

(d) Effect of Part-time Employment on Continuous Service

Commencement on part-time work under this clause, and return from part-time work to full-time work under this clause, shall not break the continuity of service or employment.
(e) Pro Rata Entitlements

Subject to the provisions of this part and the matters agreed to in accordance with subclause (h) hereof, part-time employment shall be in accordance with the provisions of this award which shall apply pro rata.

(f) Transitional Arrangements - Annual Leave

(i) An employee working part-time under this part shall be paid for and take any leave accrued in respect of a period of full-time employment, in such periods and manner as specified in the annual leave provisions of this award, as if the employee were working full-time in the class of work the employee was performing as a full-time employee immediately before commencing part-time work under this part.

(ii) (1) A full-time employee shall be paid for and take any annual leave accrued in respect of a period of part-time employment under this part, in such periods and manner as specified in this award, as if the employee were working part-time in the class of work the employee was performing as a part-time employee immediately before resuming full-time work.

(2) Provided that, by agreement between the employer and the employee, the period over which the leave is taken may be shortened to the extent necessary for the employee to receive pay at the employee's current full-time rate.

(g) Transitional Arrangements - Sick Leave

An employee working part-time under this part shall have sick leave entitlements which have accrued under this award (including any entitlements accrued in respect of previous full-time employment) converted into hours. When this entitlement is used, whether as a part-time employee or as a full-time employee, it shall be debited for the ordinary hours that the employee would have worked during the period of absence.

(h) Part-time Work Agreement

(i) Before commencing a period of part-time employment under this part the employee and the employer shall agree:

(1) that the employee may work part-time;

(2) upon the hours to be worked by the employee, the days upon which they will be worked and commencing times for the work;

(3) upon the classification applying to the work to be performed; and

(4) upon the period of part-time employment.
(ii) The terms of this agreement may be varied by consent.

(iii) The terms of this agreement or any variation to it shall be reduced to writing and retained by the employer. A copy of the agreement and any variation to it shall be provided to the employee by the employer.

(iv) The terms of this agreement shall apply to the part-time employment.

(i) Termination of Employment

(i) The employment of a part-time employee under this clause, may be terminated in accordance with the provisions of this award but may not be terminated by the employer because the employee has exercised or proposes to exercise any rights arising under this clause or has enjoyed or proposes to enjoy any benefits arising under this clause.

(ii) Any termination entitlements payable to an employee whose employment is terminated while working part-time under this clause, or while working full-time after transferring from part-time work under this clause, shall be calculated by reference to the full-time rate of pay at the time of termination and by regarding all service as a full-time employee as qualifying for a termination entitlement based on the period of full-time employment and all service as a part-time employee on a pro rata basis.

(j) Extension of Hours of Work

An employer may request, but not require, an employee working part-time under this clause to work outside or in excess of the employee's ordinary hours of duty provided for in accordance with subclause (h).

(k) Nature of Part-time Work

The work to be performed part-time need not be the work performed by the employee in his or her former position but shall be work otherwise performed under this award.

(l) Inconsistent Award Provisions

An employee may work part-time under this clause notwithstanding any other provisions of this award which limits or restricts the circumstances in which part-time employment may be worked or the terms upon which it may be worked including provisions:

(i) limiting the number of employees who may work part-time;

(ii) establishing quotas as to the ratio of part-time to full-time employees;

(iii) prescribing a minimum or maximum number of hours a part-time employee may work; or
(iv) requiring consultation with, consent of or monitoring by a union;
and such provisions do not apply to part-time work under this clause.

(m) Replacement Employees

(i) A replacement employee is an employee specifically engaged as a result of an employee working part-time under this part.

(ii) A replacement employee may be employed part-time. Subject to this subclause, subclauses (e), (f), (g), (h), (i) and (l) of this part apply to the part-time employment of replacement employees.

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

(iv) Unbroken service as a replacement employee shall be treated as continuous service for the purposes of paragraph (a)(v) hereof.

(v) Nothing in this part shall be construed as requiring an employer to engage a replacement employee.

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 full-time teachers shall be assessed according to the following formula:

Hours of face to face teaching x weekly salary/number of teaching hours in a normal teaching cycle/week.

(b) Hourly Rate

(i) A part-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 ten weeks 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 ten weeks 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 ten weeks 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) of this clause, 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 ten weeks 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 - Salaries 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 toy lause 10 - 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.

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 February 1994
APPENDIX A

BAND 2 TEACHERS
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

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2. Describe your teaching responsibilities

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3. Summarise your relationships with colleagues, parents and students

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4. Outline your involvement in professional development activities

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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.