



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

TasTAFE

(AG2024/869)

TASTAFE TEACHING EMPLOYEES ENTERPRISE AGREEMENT 2023

Educational services

DEPUTY PRESIDENT MILLHOUSE

MELBOURNE, 26 APRIL 2024

Application for approval of the TasTAFE Teaching Employees Enterprise Agreement 2023

[1] An application has been made for approval of an enterprise agreement known as the *TasTAFE Teaching Employees Enterprise Agreement 2023* (Agreement). The application was made pursuant to s 185 of the *Fair Work Act 2009* (Cth) (Act). It has been made by TasTAFE (Employer). The Agreement is a single enterprise agreement.

[2] The Agreement does not contain a model flexibility term that is compliant with the Act. Pursuant to s 202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[3] I observe that the following clauses are likely to be inconsistent with the National Employment Standards (NES). However, noting clause 4(b) of the Agreement, I am satisfied that the more beneficial entitlements of the NES in the Act will prevail where there is an inconsistency between the Agreement and the NES:

- Personal/carer's leave - Clause 53(h) of the Agreement provides that an employee must notify their employer of absence within 2 hours of commencement of normal duty, which may be inconsistent with s 107 of the Act, which provides that notification may be a time after the leave has started.
- Family and domestic violence leave - Clause 55(j) of the Agreement indicates that sessional employees are entitled to 'leave work or to not be available to attend work' for a period of up to 20 days per occasion. Given that sessional employees under the Agreement are identified as casual employees, such employees may be entitled to paid family and domestic violence leave for casuals pursuant to s 106A of the Act.

[4] The Australian Education Union (AEU) being a bargaining representative for the Agreement supports the approval of the Agreement and has given notice under s 183 of the

Act that it wants the Agreement to cover it. In accordance with s 201(2) of the Act I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s 54 of the Act will operate from 3 May 2024. The nominal expiry date of the Agreement is 3 May 2027.

Variation

[6] Concurrently with the approval application, the Employer also filed an application seeking a variation of the Agreement under s 218A of the Act. The s 218A application is said to have been made on the basis that clause 40(b)(iii) of the Agreement contains an error in the calculation formula for ‘non-attendance time,’ and a cross referencing error appears in clause 68(a).

[7] The employee bargaining representatives were provided with an opportunity to address the s 218A application. No submissions were made.

[8] Section 218A of the Act was inserted by the *Fair Work Legislation Amendment (Secure Jobs Better Pay) Act 2022* to provide a process for varying an enterprise agreement to “correct or amend an obvious error, defect or irregularity,” whether in substance or form. It provides as follows:

Variation of enterprise agreements to correct or amend errors, defects or irregularities

(1) The FWC may vary an enterprise agreement to correct or amend an obvious error, defect or irregularity (whether in substance or form).

(2) The FWC may vary an enterprise agreement under subsection (1):

(a) on its own initiative; or

(b) on application by any of the following:

(i) one or more of the employers covered by the agreement;

(ii) an employee covered by the agreement;

(iii) an employee organisation covered by the agreement.

(3) If the FWC varies an enterprise agreement under subsection (1), the variation operates from the day specified in the decision to vary the agreement.

[9] Before an enterprise agreement may be varied under s 218A of the Act, there must be satisfaction of the existence of an obvious error, defect or irregularity (whether in substance or form).

[10] I am satisfied that the error in the calculation formula in clause 40(b)(iii) of the Agreement is an obvious error. The formula contained in clause 40(b)(iii) is used to calculate the amount of non-attendance time to which an Educational Team Leader is entitled per year. The multiplier is intended to be 35, which is a reference to the maximum number of non-attendance days per year under clause 40(b)(i) of the Agreement. I accept that this error occurred when all references to “35” in the Agreement were replaced with “36.1” using the

“find and replace” function, when the ordinary hours per week were changed from 35 to 36.1 hours per week under the Agreement.

[11] I am also satisfied that the cross-referencing error in clause 68(a) of the Agreement, which states “Error! Reference source not found” is an obvious error.

[12] The exercise of the Commission’s discretion is directed to “correct or amend” the obvious error identified. I consider the errors identified are of a kind that may be corrected by varying the Agreement to amend the reference from “36.1” to “35” in the formula used in clause 40(b)(iii) and by removing the cross-referencing error in clause 68(a) and inserting “clause 32(b)” in its place, which deals with termination of employment within the probationary period.

[13] I consider that the corrections proposed by this application are necessary and appropriate to ensure that the Agreement accurately reflects what was clearly intended, and will provide certainty when referring to provisions of the Agreement. There are no grounds telling against the exercise of my discretion to vary the Agreement to correct the errors.

[14] Accordingly, the errors will be corrected in the manner sought and as specified in the order that follows. The order will operate from the date of this decision.

Order

[15] Pursuant to s 218A of the Act, I order that the Agreement be varied to correct an obvious error as follows:

- (1) By deleting from clause 40(b)(iii) the reference to “36.1” and replacing it with “35.”
- (2) By deleting from clause 68(a) the words “Error! Reference source not found” and replacing it with “clause 32(b).”

[16] The published Agreement will contain the corrections described in the above order.



DEPUTY PRESIDENT

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TasTAFE Teaching Employees

Enterprise Agreement **2023**

Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.

Contents

Welcome	5
1. Title	5
2. Agreement coverage	5
3. Commencement and duration	5
4. Operation of this Agreement	5
5. Definitions	5
MONEY MATTERS.....	9
6. What is my salary?	9
7. How does the classification and pay structure work?	9
8. How do I progress through the classification levels?	10
9. How will I be paid?	10
10. What happens if I do not receive my pay?	11
11. How much will I be paid?	11
12. How will my salary be increased?	12
13. Annual leave allowance	12
14. Sessional Employees	12
15. Teacher registration	13
16. Supported wage system	13
17. What superannuation benefits will I receive?	13
18. Additional employer superannuation contributions.	14
19. Can I access salary sacrifice arrangements?	15
20. When will I be entitled to a higher duties allowance?	16
21. When will I be entitled to a more responsible duties allowance?	17
22. When will I be entitled to a meal allowance?	17
23. When will I be entitled to a first aid allowance?	18
24. When will I be entitled to a correctional facilities allowance?	18
25. When will I be entitled to a district allowance?	19
26. When will I be entitled to a camping allowance?	20
27. When will I be entitled to a motor vehicle allowance?	20
28. What are my entitlements if I am appointed to work at two or more locations?	22
29. What are my entitlements if I am required to travel to a different location?	22
30. What are my entitlements if I am required to stay away from home?	22
31. Adjustment to wage-related allowances	25
HOW AND WHEN YOU WORK.....	25
32. Probation	25

33.	What types of employment are there?	25
34.	What are my entitlements as a Sessional Employee?	27
35.	What teaching and delivery modes does TasTAFE use?	29
36.	What if I have to teach in excess of my annual teaching hours?	30
37.	Educational Team Leaders	31
38.	What are my hours of work?	31
39.	When can I take a break?	32
40.	What non-attendance time do I get?	32
41.	How will I be paid if I am required to work overtime?	34
42.	Can I have time off in lieu of being paid for overtime?	35
43.	Can I refuse to work overtime?	36
44.	Public holidays	36
	MAKING IT WORK FOR YOU	37
45.	Excessive workloads	37
46.	What flexible working arrangements are available?	38
47.	Ability to vary load	39
48.	Reimbursement of childcare costs	39
49.	Equitable access to professional development	39
50.	How can I vary this Agreement to suit my needs?	41
	TIME OUT	42
51.	What annual leave do I get?	42
52.	What long service leave do I get?	43
53.	What personal leave do I get?	43
54.	What compassionate and bereavement leave do I get?	45
55.	What support is available for family and domestic violence?	47
56.	What parental leave do I get?	50
57.	Lactation breaks and facilities	53
58.	Family and diversity leave	53
59.	How will I be paid for jury service?	55
60.	Can I take community service leave?	56
61.	What leave do I get if I am in the Australian Defence Force?	56
62.	What special leave is available?	56
63.	TasTAFE Accumulated Leave Scheme (TALS) for Teachers	57
	WE NEED TO TALK	63
64.	What is the process for dealing with disputes?	63
	CHANGES IN THE WORKPLACE	64
65.	When will I be consulted about changes to the workplace?	64
66.	Change to regular roster or ordinary hours of work	65

67. What happens if my role is made redundant?	67
LEAVING TASTAFE	68
68. How much notice is needed if I resign or my employment is terminated? ...	68
69. When will I be paid if my employment terminates?.....	69
OTHER ARRANGEMENTS	69
70. Planning committee	69
71. Union matters	69
72. Workplace consultative committees	70
73. Personal protective equipment and clothing	71
74. Review of Teacher Definitions	71
SCHEDULE 1 - Salaries	73
SCHEDULE 2 - Supported Wage System	77
SCHEDULE 3 - Qualifications	80

Welcome

1. Title

This Agreement is the TasTAFE Teaching Employees Enterprise Agreement 2023.

2. Agreement coverage

(a) This Agreement covers:

- (i) Employees;
- (ii) TasTAFE; and
- (iii) the Union.

The Agreement does not cover employees covered by any other enterprise agreement approved by the Fair Work Commission that applies to TasTAFE employees.

3. Commencement and duration

- (a) This Agreement takes effect on the date that is seven days after the date the Agreement is approved by the Fair Work Commission.
- (b) The nominal expiry date of the Agreement is three years from the Commencement Date.

4. Operation of this Agreement

- (a) The Agreement replaces any prior agreements or copied State instruments (within the meaning in the FW Act) that may otherwise apply to Employees covered by this Agreement.
- (b) The NES are to be read and interpreted alongside this Agreement. If there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

5. Definitions

'Agreement' means the *TasTAFE Teaching Employees Enterprise Agreement 2023*.

'Associated Duties' means preparation and, where appropriate, assessment and associated activities required in undertaking Sessional teaching.

'Associate Teacher' means a fixed-term Employee who is employed on the condition that they complete the Certificate IV in Training and Assessment (or equivalent) and any other essential requirement as determined by the specific nature of the role.

'ATO' means Australian Taxation Office.

'Award' means the *Educational Services (Post-Secondary Education) Award 2020* as amended from time to time.

'Commencement Date' means the date the Agreement commences operation in accordance with clause 3(a).

'Continuous Service' is work for TasTAFE (or its predecessors) on a regular and systematic basis including any period of authorised leave or absence.

'Development Activities' means those tasks that assist Teachers to perform their duties efficiently and effectively and includes Professional Development (such as a Certificate IV in Training & Assessment, other than for a Teacher in their first or second year of employment), team development (team/staff meetings), involvement on committees, working groups or projects, work health and safety participation, and assessment validation activities.

'Direct Teaching' means face-to-face delivery, Synchronous Online Teaching, assessment activities and recognition functions.

'Distance/Flexible Learning' means off campus, internet, multimedia, online and related learning modes; and in support of these modes:

- (a) assessment activities;
- (b) recognition functions;
- (c) delivery activities, excluding Synchronous Online Teaching, provided that any delivery activities are in the context of supporting Distance Learning and have provision for preparation activities; and
- (d) development and maintenance of learning and assessment resources, enrolments and course advice.

'Duties Related To Teaching (DRTT)' include but are not limited to; preparation and record keeping associated with delivery and assessment, support and advice to clients, classroom enrolment of students, course curriculum and program development and review, industry and community liaison and promotion, training and professional development, development of learning materials – including validation, research, attendance at staff meetings, workplace consultancy and advisory services, skills analysis and audit, work placement coordination and supervision, leading approved staff development activities, student selection, and course coordination as specified in curriculum documents.

'Education Team Leader' or **'ETL'** means an Employee of TasTAFE who is appointed as an Education Team Leader under this Agreement.

'Employee', 'you', 'my', or 'I' means a person employed by TasTAFE to perform teaching duties including the roles of Teacher and/or an Educational Team Leader classifications under this Agreement.

'Fixed-Term' means a person who either:

(a) is employed to relieve a full-time or part-time employee for specific periods of leave; or

(b) is employed temporarily for specific duties over a period of time determined by the employer prior to the term of employment commencing.

PROVIDED that the employment of a person under paragraph (a) or paragraph (b) above shall require of the employer that the period of engagement be specified as to the number of hours, days or weeks to be worked.

'FW Act' means the *Fair Work Act 2009* (Cth).

'FWC' means the Fair Work Commission.

'Household' means any person who usually lives with you.

'Immediate Family' means:

- (a) spouse, former spouse or couple in a Significant Relationship;
- (e) de facto partner or former de facto partner;
- (f) child (including foster child);
- (g) parent (including foster parent stepparent or legal guardian);
- (h) grandparent;
- (i) grandchild;
- (j) sibling;
- (k) child, parent, grandparent, grandchild or sibling of your spouse or de facto partner (or former spouse or de facto partner);
- (l) a person related to you according to Aboriginal or Torres Strait Islander kinship rules.

This definition includes step-relations (for example, step-parents and step-children) as well as adoptive relations.

TasTAFE acknowledges that employees may have significant relationships outside of those specified in sub-clause (a) through (i) above and therefore would consider an application for bereavement leave in those circumstances. The amount of any bereavement leave would be at the discretion of TasTAFE.

'Medical Certificate' means a certificate issued by a registered health practitioner is taken to be a medical certificate for the purpose of clause 53 if it is issued in respect of the area of practice in which the practitioner is registered or licensed under an appropriate law of the State of Tasmania that provides for the registration or licensing of health practitioners.

'Mixed Mode' means when an Employee works in more than one delivery mode whereby the hours are allocated on a pro rata basis.

'NES' means the National Employment Standards in the FW Act.

'Primary Caregiver' means a person who is in the main role of providing care and attention to a child. We may require proof of primary caregiver status.

'Professional Development' means approved activities which provide Employees with skills and knowledge which will enable them to better undertake their duties, improve their learning, or enhance their career prospects, e.g. award bearing courses, seminars, conferences related to training packages or teaching pedagogy.

'Personal leave year' means 12 months of continuous paid employment from the commencement of employment including periods of paid leave.

'Registered Health Practitioner' means a health practitioner registered or licensed as a health practitioner under the relevant law in the State of Tasmania.

'Session' means a period of time on any one occasion during which direct teaching or associated duties occurs.

'Sessional Employee' means an Employee employed to deliver a single session or multiple sessions, and for whom hourly rates of pay and conditions of employment are prescribed in this Agreement.

'Significant Relationship' means significant relationship as defined within the *Relationships Act 2003* (Tas).

'Standard Rate of Pay' means your rate of pay, exclusive of all allowances and penalty payments, as detailed in Schedule 1.

'Statutory Declaration' means a declaration made in writing and meeting the requirements of the *Oaths Act 2001* (Tas).

'Synchronous Online Teaching' is where the teacher is present at the same time as the learner. This can take place via online learning, using video conferencing and live chat or instant messaging or other systems. As with the face-to-face environment, learners can engage and ask questions in real time.

'TasTAFE', 'Employer' 'our' or 'we' means TasTAFE (ABN 54 248 304 374).

'Teacher' means an Employee appointed by TasTAFE to undertake teaching duties within a classification in this Agreement.

'Union' means the Australian Education Union, Tasmanian Branch.

'Workplace Learning' means on-the-job assessment and related activities including:

- (a) signups;
- (m) monitoring;

- (n) travel;
- (o) marking and record keeping;
- (p) recognition functions;
- (q) delivery activities provided that any face-to-face delivery activities are in the context of supporting workplace assessment and have provision for preparation activities; and
- (r) development and maintenance of learning and assessment resources.

MONEY MATTERS

6. What is my salary?

Our salary rates are set out in Schedule 1.

7. How does the classification and pay structure work?

- (a) All current Employees will be transferred to the new salary scale set out in Schedule 1 on the Commencement Date.
- (b) The following tables outline how the translation to the new salary scale will work for existing Employees.

Current classification level	New classification level
1.2	1.1
1.3	1.1
1.4	1.2
1.5	1.3
1.6	1.4
1.7	1.5
1.8	1.6
1.9 Advanced Skills Teacher	1.7 Advanced Skills Teacher
ETL 1	ETL
ETL 2 / ETL	ETL

- (c) Employees employed after the Commencement Date will be advised of the classification level to which they are appointed. In the absence of advice to the contrary, if the person is employed as a Teacher, they will commence at level 1.1 unless commencement at a higher salary level is negotiated by the employee and agreed by the employer. Without limitation, the qualifications and practical experience of the employee will be considered when negotiating a higher commencement salary level.

8. How do I progress through the classification levels?

- (a) Progression through the salary rates for a Level 1 employee will be by annual increments, having regard to you acquiring skills and professional knowledge and applying these in the workplace over such a period. The skills and professional knowledge will be demonstrated by objective criteria developed through a consultative process between the parties.
- (b) We may defer or refuse to advance you in the levels if you do not meet the criteria, provided that the following process has been undertaken:
 - (i) where the performance of an employee is such as to make it probable that the next level will not be recommended, the manager/supervisor will counsel you and explain clearly the criteria that must be met and how you have failed to fulfil these criteria;
 - (ii) as part of this counselling the manager/supervisor must provide every opportunity through mentoring, guidance and support to assist you to meet the criteria;
 - (iii) the process outlined in subclauses (b)(i) and (b)(ii) of this clause must be commenced early enough to ensure you receive sufficient notice to enable improvement in performance to meet the required criteria. This period must be at least three months before a decision to defer or refuse a level is taken.
- (c) Where a decision is made to defer or refuse a level, you will be notified as soon as possible, in writing, and the reasons for the decision will be given.
- (d) Where your advancement has been refused or deferred you may seek to have the decision reviewed by lodging a written request through the dispute settling procedure in this agreement (clause 63). If this review is successful, then the incremental advancement will be backdated to the original due date. The review process must be completed within two months of the request for the review being made.
- (e) The process outlined in subclause (b) must not in any way be utilised to replace the procedures for dealing with disciplinary or inefficiency matters.
- (f) To be eligible for progression to Level 1.7 (Advanced Skills Teacher), you must have completed an approved AQF qualification (Schedule 3) of Level 5 or above.

9. How will I be paid?

- (a) Your salary will be paid fortnightly in arrears by direct deposit into a bank account nominated by you by the close of business on the designated pay day each fortnight.
- (b) On pay day, we will provide you with written confirmation of:
 - (i) the amount of pay to which you are entitled;

- (ii) the amount of any tax deducted from your pay;
- (iii) any other amount deducted from your pay; and
- (iv) the net amount being paid to you.

10. What happens if I do not receive my pay?

- (a) Where the wages due to you are not available by the close of business on the designated pay day, notify the employer as soon as practicable. The reporting procedure must allow notification by email.

PROVIDED that the report provided to the employer shall contain sufficient detail as to allow the employer to investigate and if required remedy the non-payment.

- (b) Following a report, as provided for in paragraph (a), the employer shall ensure that the wages due to an employee are made available to you within two working days of the report being made.
- (c) Should the wages due to you not be available as provided for in paragraph (a), and it can be demonstrated that the non-receipt of wages due can be attributed to the action or inaction of the employer, the employee shall be entitled to an allowance which shall be equal to 5% of the fortnightly wages due to you for each working day, or part thereof, until the wages due to you have been made available.
- (d) PROVIDED that in circumstances where the employer has made a bona fide attempt to pay the full amount believed to be due to you at the time of payment the allowance prescribed in subclause (c) shall not apply.
- (e) In circumstances where payment of wages is delayed due to reasons beyond the control of the employer, the employer shall do all things reasonable and possible to arrange an alternative method of payment as soon as it becomes known to the employer that the employees pay will be delayed.

11. How much will I be paid?

- (a) Weekly, daily and hourly rates of pay are provided in Schedule 1.
- (b) If you are a part-time Employee, you will be paid an amount calculated by multiplying your hourly or daily rate of pay by the number of hours or days worked within a fortnightly pay period.
- (c) Your pay will include any higher duties allowance or district allowance to which you are entitled.
- (d) Any other allowance, excluding those specified in clause 11(c), to which you become entitled during a pay period, will be paid to you no later than the end of the next pay period.
- (e) TasTAFE will not deduct any amount from your wages unless it is authorised in writing by you.

12. How will my salary be increased?

- (a) Your salary from the first full pay period after the Commencement Date is specified in Schedule 1.
- (b) During the nominal term of this Agreement, we will increase your salary by:
 - (i) 3% effective from the first full pay period 12 months after the Commencement Date; and
 - (ii) 3% effective from the first full pay period 24 months after the Commencement Date,as set out in Schedule 1.

13. Annual leave allowance

- (a) An annual leave allowance of 17.5% is incorporated in the annual salary.
- (b) The allowance will be increased with the percentage of any salary increase agreed for classifications in this agreement.

14. Sessional Employees

- (a) Sessional Employee hourly rates of pay are listed in Schedule 1.
- (b) If you are a Sessional Employee, your loaded hourly rate:
 - (i) includes a loading of 30% which is in lieu of all leave (other than long service leave, bereavement and compassionate leave, and jury service leave), public holidays and overtime/penalty payments. For the avoidance of doubt, your hourly rate will be the same regardless of the time or day when you are engaged to work, unless otherwise specified in this Agreement;
 - (ii) includes a loading of 37.5% for Associated Duties; and
 - (iii) will be increased in accordance with the salary increases set out in clause 2.
- (c) If you are required to deliver Sessions both during ordinary hours and before 7.00am or after 7.00pm on Monday to Friday, you will receive a 10% loading in addition to the hourly rate specified in Schedule 1 for all teaching undertaken before 7.00am or after 7.00pm.
- (d) The commencing hourly rate for a Sessional Employee on appointment will be the minimum rate (Sessional Employee 1). However, TasTAFE has the discretion to apply a higher rate.
- (e) You are entitled to progress to the next loaded hourly rate at the completion of each 800 hours of service, subject to TasTAFE being satisfied that your overall performance has been satisfactory.

15. Teacher registration

- (a) Where TasTAFE mandates that you have teachers' registration, it is your responsibility to maintain a current registration with the Teachers Registration Board in accordance with the *Teacher Registration Act 2000* (Tas).
- (b) Except in circumstances beyond your control, if you at any time fail to hold a current registration with the Teachers Registration Board, you will not be paid by TasTAFE until such time as you obtain registration.

16. Supported wage system

Some people we employ may be eligible for a supported wage because of the effects of a disability. This is detailed in Schedule 2.

17. What superannuation benefits will I receive?

- (a) Superannuation is paid to your nominated fund fortnightly;
- (b) Superannuation rates are determined by legislation, as detailed below;
- (c) If you are a member of the RBF contributory scheme at the time this Agreement comes into effect, you will remain a member of the RBF Contributory Scheme.

Definitions for this clause

"Complying superannuation scheme" means a superannuation scheme that is a complying superannuation fund for the purposes of the Superannuation Industry (Supervision) Act 1993 (Cth).

"Fund" means a superannuation fund that is nominated under section 20(1) of the Public Sector Superannuation Reform Act 2016 (PSSR Act) (Cth) to be a default fund.

"NRP" means the normal rate of pay for an employee, namely an employee's annual rate of salary (as specified in Schedule 1 – Pay Scales) including applicable allowances.

"C%" means the relevant "charge percentage" specified in Section 19 of the Superannuation Guarantee (Administration) Act 1992 (Cth).

"WP" means the workers compensation weekly payment paid to an employee.

"AS" means the actual average fortnightly salary paid to an employee while on parental leave.

"EmpCont" means Additional Employer Superannuation Contribution

- (d) Superannuation arrangements for employees are in:
 - (i) the Public Sector Superannuation Reform Act 2016 (the PSSR Act); and
 - (ii) any regulations made for the purpose of the PSSR Act.

- (e) The employer will comply with all requirements of the Treasury Laws Amendment (Your Future, Your Super) Act 2021. In the event no 'stapled' fund or fund otherwise elected in writing by the employee applies, you are required to be a member of the Fund - unless you elect in writing to us to become a member of another complying superannuation scheme.
- (f) If you had superannuation arrangements before the start of this Agreement, your superannuation arrangements will continue to remain in place.

18. Additional employer superannuation contributions.

The provisions of this clause apply in addition to the rights, entitlements or obligations of us or you under the PSSR Act.

Accumulation scheme members

- (a) For any period of unpaid parental leave, in the first 12 months we will make fortnightly employer superannuation contributions on your behalf to the Fund (or to another complying superannuation scheme if you have elected so in writing), at the following rate:

$$\text{EmpCont} = (\text{NRP}/26) \times \text{C}\%$$

- (b) For any period of paid parental leave that you take on half pay, as outlined in Clause 5.7 Parental Leave, we will make additional fortnightly employer superannuation contributions on your behalf to the Fund (or to another complying superannuation scheme if you have elected so in writing), at the following rate:

$$\text{EmpCont} = 0.5 \times (\text{NRP}/26) \times \text{C}\%$$

- (c) For any period you are absent from work, either totally or partially due to a workers compensation claim, and you are in receipt of a worker's compensation weekly payment, we will make additional employer superannuation contributions on your behalf to the Fund (or to another complying superannuation scheme if you have elected so in writing), at the following rate:

$$\text{EmpCont} = \text{WP} \times \text{C}\%$$

Defined Benefit Scheme Members

In this clause:

"defined benefit scheme" means the RBF Contributory Scheme

- (d) For any period of parental leave, in the first 12 months when you are not paid a salary or are paid salary of half your standard rate of pay and you elect not to pay, or you are precluded by the rules of the defined benefit scheme from paying your own contributions, we will make additional employer

superannuation contributions on your behalf for that period to the Fund (or to another complying superannuation scheme if you have elected so in writing), at the following rate:

$$\text{EmpCont} = [(\text{NRP}/26) - \text{AS}] \times \text{C}\%$$

- (e) For any period you are absent from work, either totally or partially due to a workers compensation claim and you are in receipt of a workers compensation weekly payment and you elect not to pay, or are precluded by the rules of the defined benefit scheme from paying your own contributions to the defined benefit scheme, we will make additional employer superannuation contributions on your behalf for that period to the Fund (or to another complying superannuation scheme if you have elected so in writing), at the following rate:

$$\text{EmpCont} = \text{WP} \times \text{C}\%$$

19. Can I access salary sacrifice arrangements?

- (a) You may elect to sacrifice a proportion of your salary to a Complying Superannuation Scheme of your choice, in accordance with the relevant legislation.
- (b) You may be able to access salary sacrifice arrangements for the purposes of:
- (i) making additional superannuation contributions;
 - (ii) obtaining a novated lease on a motor vehicle;
 - (iii) purchasing work-related computer software;
 - (iv) and other benefits as mutually agreed with TasTAFE.
- (c) If you are covered by the RBF defined benefits superannuation scheme, in addition to being able to salary sacrifice voluntary payments to a Complying Superannuation Scheme of your choice, you will also be able to salary sacrifice the compulsory contribution. This will mean that the rate of Employee contributions will be adjusted to reflect differing tax arrangements.
- (d) If we make a salary sacrifice arrangement with you, you can vary the arrangement anytime by notice of the intended change in writing.
- (e) If we make a salary sacrifice arrangement with you, we encourage you to obtain (at your expense) independent financial advice.
- (f) Administrative costs incurred as a result of an employee entering into or amending a salary sacrifice agreement will be met by you, including any fringe benefit tax.

- (g) Salary for all purposes, including superannuation for Employees entering into a salary sacrifice agreement, will be determined as if a salary sacrifice agreement did not exist.
- (h) You may elect to salary sacrifice for novated lease of a motor vehicle.

20. When will I be entitled to a higher duties allowance?

- (a) Where an employee, at the request or direction of the employer performs temporarily the duties of an employee with a higher classification, for 5 or more consecutive days, that employee shall be paid an allowance equal to the difference between the employee's own salary and the minimum salary of the higher position.
- (b) PROVIDED that:
 - (i) Where an employee temporarily performs such duties the allowance shall be payable for the full period of time that the employee undertakes such duties;
 - (ii) An expression of interest may be called, on any occasion, on a workplace, campus, or State-wide basis. However, an expression of interest must be called for if it is anticipated that the period for which an employee will be required to temporarily perform the duties of an employee with a higher classification exceeds six months, and in all other cases where a supervisor is unable to recommend the appointment of a suitable available person from within the workplace or campus.
 - (iii) Where an employee, at the request or direction of the employer performs temporarily a part of the duties of an employee with a higher classification, that employee shall receive an allowance established by reference to the proportion that the duties assumed bear to the duties of the higher position and the difference between the employee's substantive salary and the minimum salary of the higher position.
 - (iv) Where an employee is promoted to a higher position in which that employee has previously been performing the duties in a temporary capacity, that employee shall receive the increment, as provided for in Clause 8, to which the employee would normally have been entitled had the employee been promoted to the position at the commencement of the period of acting duty.
 - (v) Where an employee continues to perform the higher duties as provided for in paragraph (a) for a period of more than twelve months an increment if provided for in the higher classified position shall be paid.

PROVIDED that no employee shall be entitled to receive any increase in salary by virtue of this paragraph unless the provisions of Clause 8 have been complied with.

- (vi) For the purposes of this subclause reference to employee does not include fixed term employees.

- (vii) Where an employee receiving an allowance as prescribed in paragraph (a) proceeds on approved paid leave, personal leave or leave in lieu of overtime, the employee will continue to receive that allowance.

PROVIDED that the duties continue after the period of such leave.

- (viii) Payment for overtime shall be at the classification rate inclusive of the allowance provided for in paragraph (a).

21. When will I be entitled to a more responsible duties allowance?

- (a) Employees who are employed on a sessional basis are not eligible to receive a more responsible duties allowance.
- (b) You will be entitled to a more responsible duties allowance when you are directed to perform duties that are in excess of the duties of your classification level or consist of partial higher duties for a period of five or more consecutive working days.
- (c) You will be entitled to a more responsible duties allowance that is proportionate to the more responsible duties undertaken compared to your normal duties and by reference to your salary and the work value of the more responsible duties undertaken by you.
- (d) If you have been receiving a more responsible duties allowance, and you take a period of approved paid leave, you will continue to receive that allowance if the more responsible duties would have been continued but for the period of the paid leave and the more responsible duties are resumed immediately when you return from leave.
- (e) Any overtime payment will include any more responsible duties allowance you are entitled to.

22. When will I be entitled to a meal allowance?

(a) Meal Allowance – Overtime

- (i) If you are required to commence work not less than one and a half hours before, or to remain at work for not less than one and a half hours after, your normal hours of work which requires a meal to be obtained away from home, you will be paid a meal allowance at the rates set out in clause 22(d).
- (ii) If you are required to work overtime on a Saturday, Sunday or public holiday and you received notice of this on the previous day, or earlier, you will not be entitled to a meal allowance.

(b) Meal Allowance – Day Travel

If TasTAFE requires you to work more than 60 kilometres from your normal work location and you are required to purchase breakfast or an evening meal, you will be paid a meal allowance at the rates set out in clause 22(d) if:

- (i) in the case of breakfast, you start work not less than one and a half hours before your normal starting time; and
- (ii) in the case of dinner, you continue to work for not less than one and a half hours after your normal finishing time.

(c) Meal Allowance – Excess Rates

Where you claim an amount for a meal allowance under clause 22(a) or (b) which is in excess of the rates set out in clause 22(d), TasTAFE may pay you for the full expense incurred if TasTAFE considers that special circumstances exist.

(d) Meal Allowance – Overtime and Day Travel Rates

Meal	Rate of Allowance
Breakfast	\$16.05
Lunch	\$18.05
Dinner	\$30.75

The rates contained above are derived from the ATO Taxation Determination TD2023/3, Table 1. These rates are to be adjusted from 1 July each year by taking 50% of the appropriate ATO determination for meals in Table 1 of that determination, rounded to the nearest 5 cents.

23. When will I be entitled to a first aid allowance?

- (a) If you nominate, and we appoint you, to perform first aid duties and you are a current holder of an appropriate first aid qualification (such as a certificate from St. John Ambulance or a similar body), you will be paid a first aid allowance of \$18.82 per week.
- (b) If you work part-time, this allowance will be paid pro rata.
- (c) TasTAFE will determine the number of Employees at any one campus who will be appointed to perform first aid duties and be eligible to receive a first aid allowance.
- (d) If you are entitled to receive a first aid allowance and you take approved leave, personal leave or leave in lieu of overtime, you will continue to receive that allowance provided that the duties continue after the period of leave.

24. When will I be entitled to a correctional facilities allowance?

- (a) If you undertake duties at a prison, including at the Risdon Prison Complex, Ron Barwick Medium Security Prison, Mary Hutchinson Prison and associated administrative and training buildings, or Remand Centres, you will receive a Corrections Facilities Allowance equal to 7.5% of your base salary. Eligibility for this allowance is subject to you having:
 - (i) regular contact with and a requirement to supervise inmates; and

- (ii) being responsible for the safety, containment and security of assigned inmates.
 - (b) If you are entitled to receive a correctional facilities allowance and you take approved paid leave, you will continue to receive that allowance.
25. When will I be entitled to a district allowance?

(a) Definitions

In this clause:

'Category R' means remote locations, being Bass Strait Islands, Maria Island and Bruny Island.

'Category B' means locations prescribed as Commonwealth Taxation Zone B.

'Category S' means special locations, being Redpa.

- (b) The purpose of the district allowance is to compensate you for excess costs you may incur when working in an isolated area and includes a partial reimbursement for STD, freight, fuel and depreciation costs.
- (c) Where you are stationed in one of the following districts, TasTAFE may determine that you are entitled to be paid an allowance in accordance with the following rates.

	District allowance (per year)
Category R	
Person with dependent relatives residing with him/her	\$3,724.00
Other (no dependents)	\$1,861.00
Category B	
Person with dependent relatives residing with him/her	\$1,861.00
Other (no dependents)	\$931.00
Category S	
Person with dependent relatives residing with him/her	\$931.00
Person with dependent relatives residing with him/her	\$466.00

- (d) If you have dependants residing with you, you will be regarded as an "Employee without dependants" if your spouse also receives a district allowance.

26. When will I be entitled to a camping allowance?

- (a) If you are required to camp overnight in a tent, hut or similar type of accommodation in performing your duties, you will be paid a camping allowance of \$51.88 for each overnight stay.
- (b) This allowance is compensation for all working conditions such as travelling over rough terrain and for work undertaken in severe climatic conditions.
- (c) If you are required to carry a tent and equipment, including consumables, to a work site in order to undertake duties, you will be paid a camping allowance of \$74.88 for each overnight stay.
- (d) TasTAFE will provide all meals and consumables of a reasonable standard by direct payment to a supplier for all overnight stays.
- (e) Where TasTAFE chooses not to provide meals and consumables, you will be entitled to purchase food and consumables up to the value of \$64.85 for each overnight stay, or to be paid an allowance of \$64.85 for meals and consumables for each overnight stay.
- (f) The allowances in this clause are drawn from clause 22(d).
 - (i) The rate in clause 26(e) is the aggregate of the meal rates contained in clause 22(d);
 - (ii) The rate in clause 26(a) is 80% of the rate in clause 26(e); and
 - (iii) The rate in clause 26(c) is the rate in clause 26(a) plus the Incidentals rate of the same ATO Determination that provides these meal rates.

27. When will I be entitled to a motor vehicle allowance?

- (a) Required use of your private motor vehicle
 - (i) Where TasTAFE requires you in writing to have a private motor vehicle available on a regular basis which you are required to use for official purposes, and you agree in writing to do so, you will be paid an allowance in accordance with the following rates.

Kilometres travelled on duty in a financial year	Cents per kilometre
kilometres	0.9583

- (ii) TasTAFE will give at least one year's notice in writing to you should TasTAFE intend to withdraw the requirement for you to have a private motor vehicle, and the notice period will be specified to end on 30 June, except where special circumstances exist.
- (iii) If you are required by TasTAFE to provide a private motor vehicle in accordance with this clause and the distance you travelled whilst performing your duties in any financial year does not exceed 4,000

kilometres, you will be paid an allowance calculated by multiplying the applicable rate per kilometre by the difference between the actual number of kilometres travelled whilst performing your duties during that year and 4,000 kilometres.

- (iv) If you are a part-time Employee who is eligible for an allowance under clause 27(a)(iii), this allowance will be calculated on the proportion of the total hours worked in that year by you to the standard hours for a full-time Employee at the same classification level as you.

(b) Occasional use of your private motor vehicle

- (i) Where you are not required to provide a private motor vehicle for official use but otherwise receive approval from TasTAFE to use a private motor vehicle for official purposes on an occasional basis, you will be paid an allowance in accordance with the following rates.

Kilometres travelled on duty in a financial year	Cents per kilometre
kilometres	0.9583

- (c) The rates contained in this clause will be adjusted after 30 March and 30 September of each year after the Hobart Transportation, Private Motoring subgroup, Consumer Price Index Numbers for the quarters ending 30 March and 30 September respectively, become available.
- (d) You will not receive a motor vehicle allowance for any kilometres travelled in excess of 20,800 kilometres in any one financial year unless authorised by TasTAFE.
- (e) You may also be entitled to the additional allowances set out below.
 - (i) If you are stationed in Category R (as provided in clause 25(a)), you will be entitled to an allowance of \$24.70 per month plus \$9.90 per 1,600 kilometres travelled whilst performing your duties.
 - (ii) If you are stationed in Category B (as provided in clause 25(a)), you will be entitled to an allowance of \$16.40 per month plus \$9.90 per 1,600 kilometres travelled whilst performing your duties.
 - (iii) If you are authorised by TasTAFE to use a utility, four-wheel drive motor vehicle or any other special type of motor vehicle, you will be entitled to an allowance of \$9.90 per month.
 - (iv) If you are authorised by TasTAFE to use a trailer attached to a motor vehicle, you will be entitled to an allowance of 2.97 cents for each kilometre travelled whilst performing your duties with the trailer attached.
 - (v) If you are authorised by TasTAFE to use a motor vehicle whilst performing work involving the regular carrying of heavy equipment, you will be entitled to an allowance of \$9.90 per month.

- (vi) If you are authorised by TasTAFE to use a motorcycle, you will be entitled to an allowance of 32 cents for each kilometre travelled whilst performing your duties.
 - (f) Unless otherwise directed by TasTAFE, kilometres travelled whilst performing your duties will be calculated as the distance travelled from your place of work to your destination and return to your place of work.
 - (g) An allowance in excess of or different to the rates set out in this clause may be paid if TasTAFE determines that special circumstances exist.
28. What are my entitlements if I am appointed to work at two or more locations?
- (a) In this clause, 'base campus' means the campus at which the major proportion of your work occurs. Where work is evenly divided between two or more campuses, the campus nearest to your residence will be designated as the base campus.
 - (b) Where you are appointed to two or more campuses, are required to attend for duty at each campus on separate days, and are required to use your own vehicle, you will be entitled to receive an excess travel allowance.
 - (c) This allowance will only apply where the total distance travelled from your residence to a campus and return, other than the base campus, is at least 20 kilometres greater than the distance travelled from your residence to the base campus and return.
 - (d) This allowance will be paid on the distance from your residence to the campus other than the base campus and return, less the distance travelled from your residence to the base campus and return.
 - (e) This allowance will only be paid for the period that you are appointed to work at two or more campuses.
 - (f) The excess travel allowance is paid at the rates set out in clause 27.
29. What are my entitlements if I am required to travel to a different location?
- (a) If you are not normally required to travel to different locations to perform your duties, but with the knowledge and approval of TasTAFE, you are required for short periods to attend work at a location other than your usual place of work, you will be paid for the reasonable additional fares necessarily incurred.
 - (b) You will not be paid for reasonable additional fares necessarily incurred for more than three months in any one continuous period.
30. What are my entitlements if I am required to stay away from home?
- (a) Travel Expense Allowance for overnight travel

- (i) The purpose of this clause is to ensure that if you are required to undertake work-related travel and you are required to remain away from home overnight, TasTAFE will ensure that you are provided with accommodation, meals and incidental expenses without incurring out of pocket expenses.
- (ii) If you are required to undertake work-related travel requiring overnight accommodation, you will be paid a travel allowance for expenses incurred as set out below.

Overnight Accommodation Allowance	
Accommodation Venue	Overnight Accommodation Rate
Adelaide	\$158.00
Brisbane	\$181.00
Canberra	\$178.00
Darwin	\$220.00
Melbourne	\$173.00
Perth	\$180.00
Sydney	\$198.00
Tasmania	\$176.00

Meal Allowance (Preceding or following an overnight absence)		
Meal	Applicable times	Amount of Meal Allowance
Breakfast	7.00am – 8.30am	\$32.10
Lunch	12.30pm – 2.00pm	\$36.10
Dinner	6.00pm – 7.30pm	\$61.50

Incidental Expenses Allowance	
Payable per overnight stay:	\$23.00

- (iii) The rates contained in the tables above are taken from the ATO Determination TD2023/3, Table 1. These rates will be adjusted from 1 July each year in accordance with the appropriate ATO determination. The Overnight Accommodation Allowance component of the allowance is derived from the capital city rate for each State within that Determination.

- (b) Pre-booking and payment of accommodation by TasTAFE
 - (i) TasTAFE may enter into an arrangement with a commercial provider (hotel, motel or serviced apartment) for the provision and payment of accommodation on your behalf.
 - (ii) In such cases, you will not be paid the Overnight Accommodation Allowance component of the Travel Expense Allowance in clause 30(a)(ii).
- (c) Reimbursement of actual travel expenses
 - (i) You and TasTAFE may agree to an arrangement where you may claim a reimbursement for the actual cost of accommodation and/or meal expenses incurred in the course of performing your duties upon submitting proof of the costs incurred in support of the claim (e.g. by providing a receipt).
 - (ii) In such cases, you will not be paid the Overnight Accommodation Allowance and Meal Allowance components of the Travel Expense Allowance in clause 30(a)(ii). You will still be paid the Incidental Expenses Allowance provided in clause 30(a)(ii).
 - (iii) TasTAFE may provide you with alternative methods to pay for travel expenses, such as through use of a corporate credit card.
- (d) Choosing your own accommodation
 - (i) You may choose not to stay in accommodation for which TasTAFE has a commercial arrangement, in which case you will be paid the Overnight Accommodation Allowance in clause 30(a)(ii).
 - (ii) TasTAFE may require you to provide evidence by way of receipt that a commercial accommodation (hotel, motel or serviced apartment) expense was incurred.
 - (iii) You may choose not to stay overnight in commercial accommodation (hotel, motel or serviced apartment) in which case you will not be paid the Overnight Accommodation Allowance component of the Travel Expense Allowance in clause 30(a)(ii).
- (e) Advance payment of Travel Expense Allowance

You may request that TasTAFE make an advance payment to you of the estimated Travel Expense Allowance payable for the period of your work-related travel.
- (f) Additional transport costs incurred on work-related travel

If you are required to undertake work-related travel and you incur additional costs through the use of public transport, taxis or hire cars, you will be reimbursed those costs upon submitting proof of the costs incurred in support of the claim (e.g. by providing a receipt).

(g) Conference and training course Incidental Expenses Allowance

If you are required to attend a training course or conference where accommodation and all meals are provided, you will be paid the Incidental Expenses Allowance as set out in clause 30(a)(ii) with the appropriate Meal Allowance as set out in clause 30(a)(ii) for any meals not provided.

(h) Temporary assignment of duties at an alternate location

If you are required to perform work-related duties that involve travel to a location which requires accommodation for a period up to and/or exceeding three weeks, you will be paid a Travel Expenses Allowance at the following rates:

- (i) for the first three weeks, a Travel Expenses Allowance in accordance with the rates prescribed in clause 30(a)(ii); and
- (ii) after three weeks, a Travel Expenses Allowance at a rate determined by TasTAFE.

(i) Systematic travelling

If you are required to undertake systematic travel, you will be paid a rate within the limits set out in clause 30(a)(ii) determined by TasTAFE.

(j) Overseas travel allowance

If you are required to undertake work-related duties outside of Australia, you will be paid travel allowances at a rate determined and published by the ATO that is applicable to overseas locations, as amended from time to time.

31. Adjustment to wage-related allowances

Unless otherwise specified in this Agreement, all monetary allowances will be increased in accordance with the salary increases set out in clause 12.

HOW AND WHEN YOU WORK

32. Probation

- (a) All full-time and part-time Employees will be employed subject to a six-month probationary period.
- (b) Termination of employment within the probationary period requires one week's notice by either party or payment in lieu of notice by us.

33. What types of employment are there?

(a) Full-time employment

- (i) If you are a full-time Employee, you are engaged to work a total of 1,400 hours of attendance per year (exclusive of annual leave, non-attendance time and public holidays).

- (ii) The ordinary hours of work for a full-time Employee shall be 36.1 per week or 72.2 hours per fortnight, excluding time allocated for meal breaks. You will not be required to work more than 8 consecutive hours, excluding meal breaks, in any one day.
 - (iii) Your attendance hours will be spread as evenly as possible over Monday to Friday.
- (b) Part-time employment
 - (i) If you are a part-time Employee, your ordinary hours of work will be less than 36.1 hours per week.
 - (ii) You will be entitled to pro rata pay and entitlements according to the fraction of your employment compared to a full-time Employee at your classification level.
 - (iii) You will be paid at the minimum hourly rate for your classification level for the ordinary hours that you work.
 - (iv) Regular pattern of work
 - (A) Before you start your employment with us, we will agree with you in writing your regular pattern of work which will include:
 - (1) the number of hours you will work each week (your guaranteed hours);
 - (2) the days which you will work;
 - (3) the times you will start and finish work each day; and
 - (4) any periods during the year where you will not be required to work.
 - (v) You will be rostered to work a minimum of two consecutive hours on any day.
 - (vi) You can change your pattern of work, with our agreement, on a temporary or ongoing basis. Any changes must be recorded in writing and cannot result in you working 36.1 hours or more ordinary hours a week. We will keep a copy of the original agreement and any variation to it and, at your request, give you a copy.
 - (vii) Unless otherwise mutually agreed, you will be paid for any time worked in excess of your guaranteed hours agreed (or as varied) at overtime rates in accordance with clause 41.
- (c) Sessional/Casual employment
 - (i) TasTAFE refers to Casual Employees as Sessional Employees.

- (ii) If you are a Sessional Employee, you will be employed to work in accordance with clause 34 and paid in accordance with clause 14.
 - (iii) Offers and requests for conversion from Sessional employment to permanent employment are in accordance with the NES.
- (d) Fixed-term employment
 - (i) If you are a fixed-term Employee, you are:
 - (A) employed to relieve a full-time or part-time Employee for specific periods of leave; or
 - (B) employed temporarily for specific duties, or a specific task or project, over a period of time determined by TasTAFE prior to you commencing employment.
 - (ii) TasTAFE will specify the number of hours, days or weeks that you will be required to work, as well as the end date of your employment, in your letter of offer.
 - (iii) We may, if you agree, change your employment status from fixed-term to permanent.
 - (iv) Our use of fixed-term contracts will comply with the FW Act.

34. What are my entitlements as a Sessional Employee?

- (a) This clause applies to Sessional Employees.
- (b) The overall proportion of Sessional Employees employed by TasTAFE will not exceed a maximum, in any one calendar year, of fifteen percent (15%) of the total budgeted teaching salary costs, including sessional employment.
- (c) An increase in the proportion of Sessional Employees will only occur following consultation with and the agreement of the Union.
- (d) A Session on campus will:
 - (i) have a minimum duration of three hours, other than in Foundation teams where the minimum duration will be two hours; and
 - (ii) can extend for up to a maximum of eight hours with an unpaid meal break after a maximum of five continuous hours of work.
- (e) You will be paid your normal hourly rate for attendance on-site on a campus where your attendance is required by TasTAFE and is for the purposes of participating in activities other than the delivery of a Session.
- (f) You will also be entitled to be paid your normal hourly rate to attend one hour of approved Professional Development for each 50 hours of teaching per year.

- (g) You may be engaged to undertake up to two Sessions per day either during or outside of ordinary hours and such Sessions may be delivered on a timetabled basis over a period not exceeding 14 weeks at any one time.
- (h) The maximum number of Sessions that can be delivered by a Sessional Employee is the number of Sessions which equates to 20 hours per week, unless otherwise agreed.
- (i) The maximum number of Sessions that can be delivered by a Sessional Employee is the number of Sessions which equates to 300 hours per calendar year.
- (j) Where the total number of sessions planned or for which a timetable has been established is more than 300 hours in a calendar year, sessional employment will not be used.
- (k) If you deliver more than 300 hours of Sessions in any calendar year, you will be offered:
 - (i) a fixed-term part-time appointment for the remainder of that calendar year; and should you not accept that offer,
 - (ii) sessional hours of work for the remainder of that calendar year, subject to ongoing availability of those hours.
- (l) Your employment will not be terminated by TasTAFE, at or in the lead-up to the time of the maximum number of calendar year hours being reached, subject to your satisfactory performance and the operational requirements of the team or program you work in.
- (m) You may be engaged to:
 - (i) provide specific industry expertise or specialisation (i.e. skills, knowledge, competency or industry currency) that is not available from existing or current staff; and/or
 - (ii) meet short term requirements of an industry specific training package, program or course; and/or
 - (iii) respond to industry needs or demand including, but not limited to, open tender or commercial business;
 - (iv) replace existing or current staff who are absent for a short term; and/or
 - (v) undertake and deliver teaching sessions whilst long term appointments (i.e. full-time or part-time employment) are sought.
 - (vi) For the purposes of this subclause, short term means a maximum of 14 weeks.

35. What teaching and delivery modes does TasTAFE use?

(a) Teaching delivery modes

The teaching delivery modes at TasTAFE are:

- (i) Direct Teaching;
- (ii) Workplace Learning; and
- (iii) Distance/Flexible Learning.

(b) You may be required to deliver exclusively in one mode or may deliver in a combination of modes (Mixed Mode).

(c) Hours

- (i) A full-time Employee is engaged for a total of 1,400 hours per year (exclusive of annual leave, non-attendance time and public holidays).
- (ii) For the purposes of this clause, this work can be divided into:
 - (A) Delivery Activities – up to 1,300 hours per annum
 - (B) Development Activities – nominally 100 hours per annum

(d) Direct Teaching

- (i) If you are a full-time Employee working exclusively in the Direct Teaching mode, you will have an annual Teaching load of up to 800 hours.

For the purpose of this clause, the teaching load is an average of 20 hours per week.

- (ii) The remaining compulsory hours of work will incorporate DRTT.
- (iii) You can deliver teaching in the Direct Teaching mode for up to 23 hours per week.
- (iv) You may agree with TasTAFE to deliver Teaching in the Direct Teaching mode for more than 23 hours per week.
- (v) Where you agree to deliver teaching in the Direct Teaching mode for more than 23 hours in a week in accordance with clause 35(d)(iv), you will be paid for those additional hours in excess of 23 hours at the rate as set out in clause 36.

The additional weekly Direct Teaching hourly rate of pay is provided for in Schedule 1.

(e) Workplace Learning

If you are a full-time Employee working exclusively in the Workplace Learning mode, you will do so on the basis of 1,300 hours per year. This incorporates DRTT, including preparation, assessment and Development Activities.

(f) Distance/Flexible Learning

All Distance/Flexible Learning activities are undertaken on the same basis as Workplace Learning.

(g) Mixed Mode

- (i) If you are a full-time Employee working in a combination of teaching delivery modes, you will be credited hours towards the Direct Teaching annual teaching load on a pro rata basis at the rate of 0.6154 hours for each hour worked in Workplace Learning and/or Distance Learning.
- (ii) This credit will be reduced on a pro rata basis if you are a full-time Employee in your first or second year of employment.

(h) Undertaking assessments for Associate Teacher

- (i) A teacher, other than an advanced skills teacher, holding a TAE 40116 or equivalent will be assigned to conduct assessments of students taught by a Associate Teacher.
- (ii) A teacher, other than an advanced skills teacher, undertaking assessments on behalf of an Associate Teacher will be credited hours towards the annual teaching load on a pro rata basis at the rate of 0.6154 of an hour of teaching load for every hour of assessment. The total hours of assessment will be agreed between the teacher and the Education Manager on a case-by-case basis.

36. What if I have to teach in excess of my annual teaching hours?

(a) Payment for excess hours

If you are required to teach in excess of your annual teaching load, you will be paid for the excess hours in accordance with the following formula:

$$R = \frac{S \times PR}{52 \times 32.49}$$

(b) For the purposes of this formula:

- (i) **'R'** means the hourly rate of payment for actual teaching time performed to the nearest quarter hour;
- (ii) **'S'** means the annual salary of the teacher;
- (iii) **'52'** is the number of weeks in a year;
- (iv) **'32.49'** is the number of working hours in a teaching week, reduced from 36.1 to compensate for the necessary incidental work including

preparation related to classes taught in the hours of duty in excess of normal hours of duty;

- (v) **'PR'** = 3/2 for Monday to Saturday;
- (vi) **'PR'** = 2 for public holidays and Sundays.

37. Educational Team Leaders

- (a) The ETL role provides a career path for Teachers to move into management roles.
- (b) Duties
 - (i) The ETL provides local management for a delivery team.
 - (ii) ETLs are responsible for leading and managing a local team of Teachers and the associated administrative duties.
 - (iii) ETLs perform teaching and will have the qualifications and skills required by TasTAFE to undertake duties as a Teacher.
 - (iv) ETLs perform duties within the scope of duties assigned by TasTAFE to Education Managers.
- (c) Assignment of teaching duties to ETLs
 - (i) The duties of an ETL are subject to TasTAFE planning and approval processes which are as follows:
 - (A) Teaching duties of an ETL will be programmed and incorporated into a delivery timetable;
 - (B) Teaching duties will not be so frequent or onerous as to detract from the ETL's management duties;
 - (C) Teaching duties are allocated in accordance with established programming principles; and
 - (D) the teaching, leadership, managerial and administrative duties of an ETL will be recorded in a manner subject to approval by TasTAFE.
 - (ii) The duties of an ETL will be subject to regular review.
 - (iii) Teaching duties will be assigned in a manner that gives certainty about non-attendance time to assist with planning. It may be in increments which correspond to whole days or weeks of non-attendance time.

38. What are my hours of work?

- (a) The span of hours during which ordinary hours may be worked are between 7.00am to 7.00pm, Monday to Friday (inclusive).

- (b) Where the 36.1 hour week roster or work cycle includes timetabled evening classes, the first two hours worked after 7.00pm (Monday to Friday) will be deemed to be ordinary hours.
- (c) You will not be required to work more than 8 ordinary hours per day other than where you and TasTAFE enter into an agreement for you to work more or less than 8 hours per day as part of a roster or work cycle up to a maximum of 36.1 hours per week.
- (d) Where you work more than an average of 36.1 hours in any week, or 72.2 hours per fortnight including work undertaken on a Saturday and a Sunday, any additional hours worked over the 36.1 hours will be deemed to be ordinary hours unless the additional hours have been worked at the direction of or authorised by TasTAFE, in which case those additional hours will be paid as overtime in accordance with clause 41.
- (e) Direct Teaching Employees are required to be in attendance at least fifteen minutes prior to the commencement of any teaching.

39. When can I take a break?

Unpaid Meal Break

- (a) You will not be required to work for more than five hours without an unpaid meal break of at least 30 minutes (and not more than 60 minutes).
- (b) You will ordinarily take your unpaid meal break for lunch on each working day between the hours of 12.00pm (noon) and 2.00pm.
- (c) If you are rostered to perform supervisory duties during your lunch break, this time will be counted as ordinary hours.

Rest Break

- (d) An employee who works for more than 5 hours a day is allowed 1 paid 13-minute rest break; which will be part of ordinary time worked, to be taken between the time of starting work and the time of finishing work on that day.

40. What non-attendance time do I get?

- (a) This clause does not apply to Sessional Employees.
- (b) Entitlement to non-attendance time
 - (i) Employees other than ETL are entitled to a maximum of seven weeks (35 days) of non-attendance time for each completed year of service.
 - (ii) For Employees other than ETL, the annual non-attendance time entitlement is calculated in accordance with the following formula.

Number of weeks worked x 7 less leave taken

- (iii) ETL are entitled to an amount of non-attendance time in proportion to the full-time Direct Teaching hours (800 hours) worked by the ETL calculated in accordance with the following formula (rounded to the nearest whole day).

Days = $\frac{\text{Direct Teaching hours worked}}{800} \times 35$

800

- (iv) Non-attendance time means those periods of time where you are not required to be in attendance at a campus or your usual delivery location or required to undertake any tasks associated with your assigned duties (excluding situations described in clause 40(b)(vi)) unless agreement is obtained from you to work in scheduled non-attendance time accordance with clause 40(b)(vii).
- (v) Non-attendance time which is not used during the calendar year does not accrue from year to year.
- (vi) You can take non-attendance time at any time during the year as agreed with us, subject to operational and business requirements of your particular team and provided that:
 - (A) assessment and resulting has been completed for the current study period; and
 - (B) preparation for teaching is complete and you are ready to commence your assigned teaching load in the following study period.
- (vii) Your non-attendance time may, with mutual agreement, be reduced to meet the needs of TasTAFE. Where TasTAFE requests that you agree to work during your non-attendance time, we will provide you with 28 days' notice, or a greater period of notice if practicable, prior to the commencement of non-attendance time.
- (viii) If you agree to work during scheduled non-attendance time in accordance with clause 40(b)(vii), you will be compensated for each day of non-attendance time that you forego based on your daily rate of pay, exclusive of all allowances and excluding payment for excess teaching hours, in addition to your normal salary.
- (ix) For the avoidance of doubt, if you agree to work during your scheduled non-attendance time under clause 40(b)(vii), you will receive a maximum of double time under clause 40(b)(viii) for that period.
- (x) Where you are required to complete an increased annual teaching load as a result of working during your non-attendance time, you will not be entitled to payment for excess hours under clause 36 unless your increased annual teaching load, as a result of working during scheduled non-attendance time, is exceeded.

- (xi) An agreement to work during your scheduled non-attendance time under clause 40(b)(vii) should be in writing, and include details of the additional hours to be worked and salary that you will receive.
 - (xii) You may rescind an agreement to work during your non-attendance time made under clause 40(b)(vii) by notifying TasTAFE in writing with at least 14 days' notice before the scheduled teaching activity.
 - (xiii) Any agreement to work during your scheduled non-attendance time under clause 40(b)(vii) is to be entered into on an annual basis.
- (c) Injury or illness during non-attendance time
- (i) If you are injured or become ill while absent on non-attendance time for a period of three or more consecutive days, you may submit a written application to TasTAFE for the period of non-attendance time equal to the number of working days during which you were injured or ill to be recredited if:
 - (A) you have a sufficient personal leave accrued to enable the number of working days during which you were injured or ill to be deducted; and
 - (B) a Medical Certificate is provided relating to your illness or injury.
- (d) The recrediting of your non-attendance time will not automatically entitle you to carry forward any unused non-attendance time to the next leave year.
- (e) Payment of non-attendance time on termination
- (i) Where your employment ends by resignation, retirement, dismissal, death or otherwise, and you have worked with us for a period of 20 consecutive working days or more, you will be paid an allowance in lieu for pro-rata non-attendance time, calculated in accordance with the formula outlined in clause 40(b)(ii).
 - (ii) Any non-attendance time payment may be reduced by one week (five days) should you fail to provide the required written notice under clause 68 of your intention to resign.

41. How will I be paid if I am required to work overtime?

- (a) Sessional Employees are not entitled to overtime or penalty rates under this clause.
- (b) You will be entitled to overtime where you have been directed to work additional hours by TasTAFE and the additional hours are:
 - (i) outside the span of ordinary hours Monday to Friday;
 - (ii) on a Saturday, Sunday or public holiday; or

- (iii) for part-time Employees, in excess of your ordinary hours of work (as varied by agreement).
- (c) You will be entitled to overtime where you are a full-time or part-time Employee and you have been directed to work in excess of your ordinary hours per week.
- (d) No overtime will be paid unless express prior approval has been obtained from TasTAFE to work additional hours.
- (e) For the avoidance of doubt, no overtime is payable where the hours worked attract a payment under clause 35 (d)(iv) and (v).
- (f) Overtime is to be paid at the following rates.

Circumstance	Rate (% of the minimum hourly rate for the ordinary hours worked by the Employee)
Monday to Friday (inclusive)	150% for the first three hours and 200% thereafter
Saturday and Sunday	200% for all hours
Work performed on a public holiday or substitute day	250% for all hours

42. Can I have time off in lieu of being paid for overtime?

- (a) We may agree with you in writing that you can take time off instead of being paid for overtime hours that you have worked.
- (b) We will not put undue influence or pressure on you in relation to a decision you make regarding taking time off instead of being paid for overtime.
- (c) On each occasion you work overtime and agree to taking time off in lieu, a written agreement must be kept.
- (d) We will document:
 - (i) the number of overtime hours to which the agreement applies and when those hours were worked; and
 - (ii) confirmation of mutual agreement that you may take time off instead of being paid for the overtime.
- (e) We will keep a copy of any agreement under this clause as an Employee record.

- (f) The time off you can take instead of being paid for overtime is the same as the number of overtime hours worked (one hour for each hour worked).
- (g) The time off must be taken at a time agreed with your manager within a period of four weeks of when the overtime was worked. If you do not take the time off within this period, you will be paid at the overtime rates applicable to the overtime worked, as specified in clause 41(f).
- (h) You may request to be paid for the overtime worked instead of taking time off in lieu and TasTAFE will pay you for the overtime in the next pay period following your request.
- (i) If, on the termination of your employment, time off for overtime worked by you has not been taken, we will pay you for the overtime applicable to the overtime worked, as specified in clause 41(f).

43. Can I refuse to work overtime?

You may refuse a request from TasTAFE to work overtime in circumstances where the working of such overtime would result in you working hours which are unreasonable having regard to:

- (a) any risk to your health and safety;
- (b) your personal circumstances including any family responsibilities;
- (c) the needs of TasTAFE;
- (d) the notice (if any) given by TasTAFE of the overtime and by you of your intention to refuse to work the overtime; and
- (e) any other relevant matter.

44. Public holidays

- (a) Employees are entitled to the following public holidays with pay:

New Year's Day, Australia Day, Labor Day, Good Friday, Easter Monday, Easter Tuesday, Anzac Day, Queen's Birthday, Show and Cup Day holidays (as gazetted for the particular localities), Hobart Regatta Day (South of Oatlands), Recreation Day (where Regatta Day is not observed), Christmas Day and Boxing Day; or such other days as may be deemed to be publicly observed as the abovementioned holidays with pay.
- (b) If any other day is by State Act of Parliament or State proclamation, substituted for any of the public holidays referred to above, the substituted day will be observed.
- (c) Notwithstanding the provisions of in subclause (a) Employees may be requested to attend work on a public holiday with pay, the employee may refuse the request in accordance with the NES Chapter 2, Part 2-2, Division 10 Public Holidays.

- (d) If you are required to work on a public holiday you will be paid at the rate set out for public holidays in clause 41(f).
- (e) By mutual agreement, you may substitute another day for a day that would otherwise be a public holiday under the *Statutory Holidays Act 2000* (Tas).
- (f) By mutual agreement, you may substitute another part-day for a part-day that would otherwise be a part-day public holiday under the *Statutory Holidays Act 2000* (Tas).
- (g) If we ask you to work on the substitute day you will be paid as if you worked on a public holiday unless another day is mutually agreed and taken in substitution.
- (h) Where you work on both a public holiday and a substitute day, or on part of both days, you will only be paid for working on a public holiday at the rate set out in clause 41(f) for one of those days, or part-days, to be chosen by you.

MAKING IT WORK FOR YOU

45. Excessive workloads

- (a) Workloads and management of workloads is an important issue. TasTAFE will aim to identify, minimise and deal with instances of excessive workloads in accordance with this clause.
- (b) TasTAFE will ensure that the tasks allocated to Employees must not exceed what can reasonably be performed in the hours for which they are employed.
- (c) TasTAFE will ensure that Education Managers implement procedures to monitor the hours worked by the Employees they supervise and where Employees regularly work hours in excess of the hours for which they are employed to perform their jobs, changes (technology, responsibility, extra resources) will be implemented.
- (d) In most circumstances staff vacancies will be filled within three months. If it appears likely that will not be the case, Education Managers will consult affected Employees, giving the reasons why the vacancy will not be filled and advising how the workloads will be managed.
- (e) In most circumstances temporary vacancies will be filled as they arise. Where a vacancy will not be filled, Education Managers will consult affected Employees, giving the reasons why the vacancy will not be filled and advising how the workloads will be managed.
- (f) The specific allocation or timetabling of workloads in Direct Teaching or Workplace Learning will be assigned by the Education Managers in consultation with the Employee, and other team members where appropriate. Workloads will be reasonable in all of the circumstances and in accordance with clause 38.
- (g) Workload review

- (i) If you believe your workload may be excessive, you can seek a review of your workload.
- (ii) Any request for a review should be made to your Education Manager in the first instance with a view to resolving the matter at the team level.
- (iii) Where a grievance is not resolved at the team level, you may seek to have the matter resolved in accordance with clause 64.
- (iv) Our review of the reasonableness of your workload will be assessed having regard to:
 - (A) the requirements of the workplace, your team or enterprise client;
 - (B) the equitable distribution of duties across all team members in your team;
 - (C) your skills, competencies, knowledge and experience;
 - (D) the adequacy of DRTT to enable the required Direct Teaching to be delivered;
 - (E) the level of activities required in undertaking Workplace Learning;
 - (F) any risk to your health and safety; and
 - (G) your personal circumstances.
- (h) TasTAFE will develop and implement a work planning tool for all Teachers.

46. What flexible working arrangements are available?

- (a) Flexible working arrangements are designed to help you to balance work and family commitments. The creation of family-friendly working arrangements that suit your needs may require us to be flexible and inventive in respect of your supervision, scheduling of meetings, training opportunities, hours of work, and how, where and when work is performed.
- (b) Without limiting the kind of arrangements that may be suitable for your circumstances, family-friendly arrangements could include non-standard and variable starting and/or finishing times, part-time work, and job sharing.
- (c) In considering a request for flexible work arrangements, TasTAFE will take into account your family and other relevant commitments.
- (d) Such requests will also have to be considered in light of the operational needs of TasTAFE, but your request for a flexible work arrangement will not be unreasonably refused. Employees will be given the reasons if requests for flexible working arrangements are not approved.

- (e) You may request a flexible working arrangement in accordance with section 65 of the FW Act.

47. Ability to vary load

- (a) Where you have parental responsibilities, you may seek to vary your workload and nominate a period you may wish the variation to continue up to a maximum period of 5 years, before reverting to your previous load.
- (b) To vary your workload you will make the request in writing and give it to your supervisor.
- (c) The variation of load, if agreed to, must be confirmed in writing and:
 - (i) Outline the variation;
 - (ii) Clearly state the period of time; and
 - (iii) Be signed by you and a representative of the employer.
- (d) You can apply to vary the arrangement in writing providing 12 weeks' notice and you will be offered reversion to the previous employment level at the time nominated.

48. Reimbursement of childcare costs

Where you are directed to work outside your normal hours or work patterns and, as a result, incur additional commercial childcare costs, you will be reimbursed these costs upon submitting proof of the costs incurred in support of the claim (e.g. by providing a receipt).

49. Equitable access to professional development

- (a) In order to be considered Professional Development, it must be evident that the activity will provide Employees with skills/knowledge which will either:
 - (i) enable them to better undertake their work; or
 - (ii) enhance their career prospects; or
 - (iii) multi-skill them, and therefore enable them to undertake a broader range of tasks within the department.
- (b) The establishment of any Professional Development programs/activities will be undertaken in consultation with Employees.
- (c) For the purposes of this clause, 'prescribed courses' are Professional Development activities that have been approved by TasTAFE and which you are required to attend.
- (d) All costs associated with standard fees for prescribed courses, prescribed textbooks and materials that are incurred in connection with the undertaking

of Professional Development will be reimbursed by the employer upon production of receipts by you.

- (e) Travel and accommodation costs incurred by you in undertaking Professional Development, in accordance with this clause, that exceed those normally incurred in travelling to and from work, will be reimbursed by the employer upon production of receipts by you.
- (f) Professional Development for Teachers
 - (i) There will be 70 hours per year pro rata allocated to Teacher Professional Development or return to industry and 30 hours per year pro rata for organisational training. If TasTAFE does not utilise the full 30 hours of organisational training, the remaining hours can be applied to Teacher Professional Development or return to industry.
 - (ii) If you are a full-time Teacher in your first or second year of employment and you are undertaking a course of training approved by TasTAFE you can utilise up to 120 hours of Direct Teaching in a calendar year for the purpose of completing the course without having to 'make-up' such time. This can include workshops, classes or other activities. These hours may be utilised to accommodate a block release such as for a workshop.
 - (A) For the purpose of this subclause, a training course that would be approved is the Certificate IV in Training & Assessment, the Diploma of Vocational Education and Training and/or the Bachelor of Adult and Applied Learning or others nominated by TasTAFE from time to time.
 - (B) Further, any compulsory additional competencies required by the Australian Skills Quality Authority (ASQA), will be undertaken during paid work time and be part of the 100 hours of Professional Development and organisational training under this clause.
 - (iii) For practicum purposes, those Teachers undertaking the Bachelor of Adult and Applied Learning and/or Bachelor of Education Applied Learning or equivalent will be able to access part of the 100 hours of Development Activities.
- (g) Professional Development and return to industry
 - (i) A minimum of 10 days of Professional Development and/or release to industry is to be undertaken each year by Teachers.
 - (ii) Part-time Teachers will be allocated Professional Development days on a pro rata basis.
 - (iii) Professional Development activities will be negotiated as part of your development plan and will include prioritisation of activities which maintain, develop and extend your vocational competency and currency of skills and knowledge relevant to:

- (A) vocational training, learning and assessment;
- (B) current industry skills, including the skills required by training packages/accredited courses and as identified by TasTAFE through industry engagement; and
- (C) the industry area where training is being delivered and assessed.

50. How can I vary this Agreement to suit my needs?

- (a) By mutual agreement, the effect of terms of this Agreement relating to any of the following matters may be varied to meet the genuine needs of both you and TasTAFE:
 - (i) arrangements for when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates; or
 - (iv) allowances.
- (b) An agreement made under this clause must:
 - (i) be genuinely made and entered into without coercion or duress;
 - (ii) only be made after you have started employment with us; and
 - (iii) be in writing and include:
 - (A) our name and your name;
 - (B) the terms of this Agreement that are to be varied and how they are varied;
 - (C) how the agreement results in you being better off overall at the time the agreement is made; and
 - (D) the date the agreement will start.
- (c) The agreement will be signed by you and us. If you are under 18 years of age, it will also be signed by your parent or guardian.
- (d) If we wish to initiate the making of an agreement, we will:
 - (i) give you a written proposal; and
 - (ii) ensure you understand the proposal.
- (e) TasTAFE will ensure that an agreement made under this clause:
 - (i) is about permitted matters under section 172 of the FW Act;

- (ii) does not include unlawful terms under section 194 of the FW Act; and
- (iii) results in you being better off overall than if no agreement was made.
- (f) We will keep a copy of the agreement on your file and provide a copy to you within 14 days.
- (g) An agreement made under this clause may be terminated at any time by mutual written agreement or by either you or us giving four weeks' written notice to the other party.

TIME OUT

51. What annual leave do I get?

- (a) If you are a full-time Employee, you will accrue four weeks of paid annual leave each year. Any untaken annual leave accrues from year to year.
- (b) If you are a part-time Employee, you will accrue annual leave on a pro rata basis.
- (c) If you are a Sessional Employee, you are not entitled to paid annual leave.
- (d) Your rate of pay during annual leave is the Standard Rate of Pay you would have received for your ordinary hours of work during the time of annual leave.
- (e) Your annual leave entitlement is to be taken at the following times (Compulsory Leave):
 - (i) 17 days commencing on 24 December (or on the Friday prior to 24 December where the 24th is a weekend). The 17 day period is inclusive of public holidays but no annual leave will be deducted for public holidays;
 - (ii) three days commencing after Easter Tuesday each year.

Public holidays

- (f) If the period during which you take paid annual leave includes a day or part-day that is a public holiday in the place where you are based for work purposes, you are taken not to be on paid annual leave on that public holiday.

Other periods of leave

- (g) If the period during which you are paid annual leave includes a period of any other leave (other than unpaid parental leave) or a period of absence from employment relating to community service leave, you are taken not to be on paid annual leave for the period of that other leave or absence.

Cashing out annual leave

- (h) Paid annual leave must not be cashed out except in accordance with an agreement under this clause.

- (i) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under this clause.
- (j) TasTAFE and you may agree in writing to the cashing out of a particular amount of accrued paid annual leave by you.
- (k) An agreement under must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (l) An agreement under this clause must be signed by TasTAFE and you and, if you are under 18 years of age, by your parent or guardian.
- (m) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (n) An agreement must not result in your remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (o) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- (p) TasTAFE must keep a copy of any agreement under this clause as an employee record.

52. What long service leave do I get?

The *Long Service Leave (State Employees) Act 1994* (Tas) applies to you as described in section 12 (4) of the *TasTAFE (Skills and Training) Business Act 2021* (Tas).

53. What personal leave do I get?

- (a) In this clause, personal leave includes:
 - (i) sick leave (where you are not fit for work because of a personal illness or injury); and
 - (ii) carer's leave (where you provide care or support to a member of your Immediate Family or Household who requires care or support because of a personal illness or injury, or unexpected emergency).
- (b) If you are a full-time Employee, you will receive 20 days of personal leave in your first year of service and 10 days personal leave in each subsequent year of service. Personal leave is cumulative and will accrue with each pay period (i.e. every fortnight).
- (c) If you are a part-time Employee, you will receive personal leave on a pro rata basis.

- (d) TasTAFE may, at any time before or after you exhaust your personal leave entitlement, grant you a further entitlement of paid personal leave which shall not exceed 20 days.
- (e) TasTAFE may grant to an employee leave of absence for personal leave without pay for such periods, not exceeding one year in the aggregate as TasTAFE deems appropriate.
- (f) Payment for personal leave will only be made for those hours you would have otherwise worked had you not been on personal leave.
- (g) Evidence

To use personal leave:

- (i) you must provide a Medical Certificate or a Statutory Declaration for all personal leave absences of three consecutive days or more; and
 - (ii) if you have taken at least five days of personal leave without a Medical Certificate in a 12 month period (including periods of paid leave), supply a Medical Certificate or Statutory Declaration for the remaining personal leave you access.
- (h) Notice
- (i) To use sick leave, you must
 - (A) notify your manager/supervisor in writing as soon as possible and, other than in exceptional circumstances, within two hours of the commencement time of normal duty;
 - (B) as far as is practicable, specify the nature of the injury or illness and estimated duration of your absence.
 - (ii) To use carer's leave you must give notice in writing and, so far as is practicable:
 - (A) notify your manager/supervisor prior to the commencement of the period of carer's leave;
 - (B) specify the name of the person requiring care and their relationship to you, the reasons for taking such leave, and the estimated duration of the absence;

If it is not practicable for you to give prior notice of the absence, you must notify TasTAFE at the earliest opportunity on any day leave is required and provide an estimate of the duration of the absence.

- (i) Sole person accessing leave

In normal circumstances an Employee is not to take carer's leave where another person has taken leave to care for the same person.

(j) Verification of illness

Sick leave will not be granted where you are suspected of being absent from duty without sufficient cause, and in order to satisfy TasTAFE that there was or was not sufficient cause, TasTAFE may direct you to undergo a medical examination by a registered health practitioner selected and paid for by TasTAFE at any reasonable time and place and with reasonable notice.

(k) Unpaid carer's leave

- (i) If you have used all of your paid personal leave entitlements or you are a Sessional Employee or relief Employee, you are entitled to two days of unpaid carer's leave for each time a member of your Immediate Family or Household requires care or support because of a personal illness or injury or unexpected emergency affecting the member (or such longer period as agreed between you and TasTAFE).
- (ii) TasTAFE will not refuse to reengage a relief Employee because they have taken unpaid carer's leave under this clause.

(l) The effect of workers' compensation

You are not entitled to take paid personal leave for a period during which you are receiving workers' compensation.

(m) Communicable disease

- (i) Employees in campuses who contract a communicable disease or illness specified by the Tasmanian Department of Health infectious diseases list - shall absent themselves from duty and be granted leave with pay, without prejudicing or affecting their personal leave entitlements.
- (ii) The illnesses or diseases listed are classified as specific communicable diseases. Other diseases or illnesses may be added for the duration of a particular epidemic.
- (iii) Applications for communicable diseases leave must be clearly marked to that effect, and accompanied by a Medical Certificate which identifies the disease or illness.
- (iv) TasTAFE must consult with the Union prior to providing written notice to Employees of an intention to vary the list of diseases on the intranet site.

54. What compassionate and bereavement leave do I get?

(a) In this clause compassionate and bereavement leave includes:

- (i) compassionate leave, which is where:
 - (A) a member of your Immediate Family or Household:

- (1) has a life threatening personal illness;
 - (2) sustains a personal injury that poses a threat to their life;
 - (B) a child is stillborn, where the child would have been a member of your Immediate Family or Household if the child had been born alive; or
 - (C) you, or your current spouse or de facto partner, has a miscarriage prior to 20 weeks (other than if the miscarriage results in a stillborn child); and
 - (ii) bereavement leave, which is where a member of your Immediate Family or Household dies, to allow you time to grieve and attend to funeral and other arrangements due to the death.
- (b) Entitlement
- (i) If you are a full-time Employee, you will be entitled to bereavement and compassionate leave of up to 10 days of paid leave per year per member of your Immediate Family or Household. For the avoidance of doubt, where you take compassionate leave to provide care or support to a member of your Immediate Family or Household and that particular member then dies, the amount of bereavement leave that may be approved is the balance after deducting any compassionate leave taken in that year for that person.
 - (ii) If you are a part-time Employee, you will be entitled to paid bereavement and compassionate leave on a pro rata basis.
 - (iii) If you are a Sessional Employee, you will be entitled to paid bereavement and compassionate leave on a pro rata basis (in proportion to the sessions you have worked). You and TasTAFE will agree on a period for which you will not be required to attend work. If no agreement is reached, you will be entitled to be absent from work for up to five days per annum unpaid bereavement and compassionate leave each year or compassionate leave in accordance with the NES, whichever is the greater.
 - (iv) TasTAFE will not refuse to reengage a relief Employee because they have taken unpaid bereavement and compassionate leave under this clause.
 - (v) Bereavement and compassionate leave may be taken in more than one period. However, bereavement leave must be taken within three months of the death of the person and compassionate leave is only to be taken at times directly related to providing care or support to the person.
 - (vi) Additional paid bereavement and compassionate leave may be granted from time to time at the discretion of TasTAFE.

- (vii) Bereavement and compassionate leave is paid at your Standard Rate of Pay.

(c) Evidence

- (i) You are required to provide evidence that would satisfy a reasonable person that the leave was taken for the purpose specified.
- (ii) We will consider an application for paid bereavement and compassionate leave in addition to your entitlement under this clause on a case-by-case basis. Any additional paid bereavement and compassionate leave will be granted at our sole discretion.
- (iii) We may agree to you taking unpaid bereavement and compassionate leave on a case-by-case basis.
- (iv) If you are on annual leave, non-attendance time or parental leave but need to take bereavement and compassionate leave, you may apply to have your annual leave or non-attendance time recredited or your parental leave extended.

55. What support is available for family and domestic violence?

(a) Purpose of Family Violence Leave

Family violence leave is available to an employee who is experiencing family violence for the purpose of:

- (i) Attending medical/counselling/legal/financial appointments;
- (ii) Organising safe housing, child care, or education services;
- (iii) Maintaining support networks with children, family and significant others; and
- (iv) Undertaking other related activities.

The privacy and confidentiality of an employee who has applied for or taken family violence leave is of primary importance.

(b) Definitions

- (i) 'An employee experiencing family violence' means a person against whom family violence is directed.
- (ii) 'Family Violence' is conduct as defined by s.7 of the Family Violence Act 2004 against a member of an employee's immediate family or household.
- (iii) 'Household' means any person or persons who usually reside with the employee.
- (iv) 'Immediate family' in respect of an employee includes:

- (A) spouse (including a former spouse) of the employee. Spouse means a person who is married or a person who is in a significant relationship within the meaning of the Relationships Act 2003.

A significant relationship is a relationship between two adult persons who:

- (1) have a relationship as a couple; and
 - (2) are not married to one another or related by family.
- (B) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent (including foster parent step parent or legal guardian), grandparent, grandchild, sibling or step sibling, brother-in-law, sister-in-law, son-in-law or daughter-in-law of the employee or employee's spouse.
- (C) The employer acknowledges that employees may have relationships outside of those specified in sub-clause (b)(iii) and (b)(iv) and therefore would consider an application for family violence leave in those circumstances. The amount of any family violence leave would be at the discretion of the employer.

(c) Amount of Family Violence Leave

- (i) Family violence leave is paid leave of up to 20 days per personal leave year and is available to an employee who is experiencing family violence. This leave may be taken in hours.
- (ii) A person authorised by TasTAFE may approve paid family violence leave in addition to the family violence leave entitlement prescribed in this sub-clause.
- (iii) Payment of Family Violence Leave

Family violence leave is paid at the employee's normal salary rate, as defined.

(d) Evidence for Family Violence Leave

- (i) Where practicable, an employee who requests family violence leave is required to satisfy the employer of this request with no reasonable request to be denied for immediate and short-term absences.
- (ii) All reasonable action is to be taken by the employer to protect an employee's identity and maintain their confidentiality and privacy in approving, managing and recording leave under this clause.
- (iii) Any documentation provided by an employee as evidence to support an application for family violence leave is to be returned to the employee without being copied or recorded in any way and no information regarding family violence leave is to be kept on an

employee's personnel file without the employee's express written permission.

- (iv) Evidence that may be provided to support an application for leave under this clause includes, but is not limited to, documentation or contact information (with appropriate authority from the employee) from professional support services such as:
 - (A) Safe at Home Service provider (Police, Court Support and Liaison Service, Family Violence Counselling and Support Service, Legal Aid, Magistrates Court);
 - (B) Employee Assistance Program (EAP) provider;
 - (C) Specialist counselling or refuge service;
 - (D) Legal or financial service; or
 - (E) Medical/Health practitioner
- (e) Access to Personal Leave
- (f) An employee who is providing support to a person who is a member of the employee's immediate family or household and who is, or has been, experiencing family violence, may be granted personal leave according to clause 53(a)(ii).
- (g) Other Support Options In addition to leave for family violence issues the employee, their Agency contact person and their manager should consider and implement, as appropriate, relevant measures to support the employee including but not limited to, increased workplace security, alternative duties, flexible work arrangements and counselling through an Employee Assistance Provider or specialist service provider.
- (h) Employee to Give Notice
 - (i) (i) As far as practicable, and taking into consideration privacy and confidentiality requirements, an employee who is experiencing family violence and who requires leave to attend to matters associated with family violence is to provide the employer with:
 - (1) prior notice of the requirement for leave; and
 - (2) the estimated duration of the leave.
 - (ii) If it is not practicable for the employee to provide prior notice of the requirement for leave notification consistent with sub-clause (i) should be provided at the earliest opportunity.
- (i) Contact Officer for Family Violence

- (i) TasTAFE is to provide support for employees who are experiencing family violence and to notify employees of the name of the nominated Contact Officer(s).
 - (ii) A nominated Contact Officer(s) is to be trained in family violence and related issues such as sensitivity, privacy, raising awareness, providing access to support and referral services, proposing reasonable adjustments to work arrangements, family violence risk assessment and risk management.
 - (iii) An employee who is experiencing family violence may seek the support of a nominated Agency Contact Officer, their immediate supervisor, their union delegate or an Agency employee who the employee nominates as their contact person.
 - (iv) Where requested by an employee, the TasTAFE Contact Officer or employee nominated contact person is to liaise with the employee's supervisor/ manager on the employee's behalf and recommend the most appropriate form of support and management.
- (j) Sessional Employees
- (i) Subject to the provisions of this clause, sessional employees who are experiencing family violence are entitled to leave work or to not be available to attend work.
 - (ii) The employer and an employee are to agree on the period the employee is entitled to not be available to attend work. In the absence of agreement, an employee is entitled to not be available to attend work for up to 20 days per occasion.
 - (i) The employer must not fail to re-engage a sessional employee because the employee has accessed the entitlement provided for in this clause. The rights of an employer to engage or not engage a sessional employee are otherwise not affected.

56. What parental leave do I get?

While pregnant

- (a) If you are pregnant, you may be required to take parental leave within 6 weeks before the birth if you are unable to provide us with a medical certificate stating:
 - (i) you are fit for work; or
 - (ii) you are fit for work, but it is inadvisable you remain in your position.

Transfer to a safe job

- (b) You may transfer to a safe job during your pregnancy if we receive a medical certificate stating you are fit for work, but it is inadvisable you remain in your position. Paid, 'no safe job' leave, may apply if we cannot find an appropriate safe job.

Stillbirth, death or hospitalisation of a child

- (c) In the event your child is stillborn, you may be eligible to receive unpaid parental leave. You will also have access to compassionate leave in Clause 55.
- (d) In the event of hospitalisation of your child immediately after their birth, through mutual agreement, you may choose to not take unpaid parental leave while the child is in hospital.

Loss of pregnancy

- (e) You have access to compassionate leave in Clause 55. You may also be eligible for unpaid special maternity leave as in the NES.

Paid parental leave

- (f) Full-time employees and part-time employees receive paid parental leave. Sessional employees do not receive paid parental leave.
- (g) If you are a parent of a newborn child, you are eligible for paid parental leave. You will receive 18 weeks of paid parental leave in the event of the birth or adoption of a child. Upon approval, this may be 36 weeks at half pay.
- (h) If you are the birthing parent, you remain eligible for this leave if the pregnancy terminates after 20 weeks.
- (i) The rate of pay for the period of paid parental leave will be calculated at your standard rate of pay.
- (j) Paid parental leave operates differently to unpaid parental leave and entitlements differ depending on who has responsibility for the care of the child. Unpaid parental leave will operate as in the NES.

Applying for and taking parental leave

- (k) You may apply for and take parental leave in accordance with the NES. The notice and evidence requirements are in Section 74 of the FW Act.

Unpaid parental leave

- (l) Except as specified in the NES, you may access paid leave at the same time as unpaid parental leave.
- (m) If you are an eligible (per the NES) full-time employee or part-time employee, you will receive 12 months of unpaid parental leave.
- (n) You may take up to 100 days of flexible unpaid parental leave during the 24-month period starting on the date of birth or adoption of a child.

- (o) If you are a sessional employee, you must meet the following criteria to receive 12 months of unpaid parental leave:
 - (i) you have been working for us regularly for at least 12 months; and
 - (ii) you have a reasonable expectation of continuing work with us on a regular basis, had it not been for the birth or adoption of a child.

Extending or reducing your unpaid parental leave

- (p) If you have not fully used your initial period of unpaid parental leave, you may extend your period of parental leave a further 12 months, bringing the total unpaid parental leave period to 24 months.
- (q) If we agree, you may also reduce your period of unpaid leave.

While on parental leave

- (r) You may request and take keep-in-touch days leave in accordance with the NES.
- (s) If we make a decision that will have a significant effect on the status, pay or location of your pre-parental leave position, we will take all reasonable steps to give you information about (and an opportunity to discuss) the effect of the decision on that position.

Return to work

- (t) If you take parental leave, you may return to work in accordance with the requirements in the NES. The notice of return to work after parental leave is in the NES. We may employ replacement employees for the period of parental leave in accordance with the NES.

Grandparent as the primary caregiver

- (u) After 12 months of continuous service, if you are (or will be) the primary caregiver at the time of the birth or adoption of your grandchild, you receive 16 weeks of paid grandparent leave that forms part of the entitlement to 52 weeks of unpaid grandparent leave.
- (v) To be eligible for the paid and unpaid grandparent leave, you must be the person who meets the child's physical needs more than anyone else from the time of birth or adoption.
- (w) The period of leave begins at the time of birth or placement of the child and is taken in a continuous period.
- (x) The paid component of grandparent leave is paid for at the standard rate of pay.
- (y) All other conditions for a primary caregiver entitled to parental leave applies to you if you are the primary caregiver from birth or placement.

Adoption leave

Paid adoption leave

- (z) After 12 months of continuous service, an employee identified as the adoptive parent at the time of the adoption of their child is entitled to 18 weeks' paid adoption leave continuous from the day of placement.

Unpaid adoption leave

- (aa) An employee identified as the primary caregiver at the time of the adoption of their child is entitled to 52 weeks' unpaid parental leave. This will be reduced by any amount of paid adoption leave accessed by that employee in accordance with this subclause.
- (bb) Adoption leave applies only if the child to be adopted is under 16 at the day of placement; has not already lived continuously with you for 6 months or more before the date of placement; and is not your or your spouse's child.
- (cc) Unpaid leave may be utilised in order to attend compulsory interviews or examinations that are part of the adoption process.
- (dd) The rate of pay for an employee during the period of the paid adoption leave is the standard rate of pay as defined in 6.

Notice requirements

- (ee) You are to notify us at least 10 weeks in advance of the date of commencement of adoption leave. We may agree to an alternative timeframe if there are circumstances beyond your control relating to the adoption date. In the event adoption does not proceed as planned, the leave will not be applicable.
- (ff) You are further to provide evidence that would satisfy a reasonable person of your eligibility for adoption leave and whether you are the primary caregiver.

57. Lactation breaks and facilities

To support you to combine the needs of work and parenting, you will have reasonable time and access to suitable facilities at TasTAFE for the purpose of expressing milk, breastfeeding, or any other activity necessary for breastfeeding and expressing while at work as required.

58. Family and diversity leave

Your eligibility for family and diversity leave will depend on your circumstances and whether they fit the listed categories below.

Depending on your circumstances, we may grant paid leave up to the maximum amount listed for each category. The total amount of paid leave under family and diversity leave categories in any calendar year is 30 days. If requested, you will need to supply evidence that would satisfy a reasonable person regarding your eligibility

for leave. Applicable notification requirements will be communicated to you by your manager or a People, Safety and Culture Team Member.

Family and diversity leave is paid at your standard rate of pay and will not be paid out on termination.

(a) For foster and kinship carers

If you are a legally recognised foster carer or kinship carer, up to 10 days of paid leave a year (non-cumulative) may be accessed to support you to fulfil responsibilities uniquely associated with this important role. The leave is not intended to supplement other forms of leave that may be applicable (such as personal leave) but for specific purposes associated with foster or kinship care (including but not limited to):

- (i) meeting and attending appointments with foster care providers, workers or birth families;
- (ii) providing formal crisis/emergency care; and
- (iii) providing formal respite care.

(b) For surrogacy

If you have completed 12 months of continuous service and have entered a formal non-commercial surrogacy arrangement to give birth to a child in accordance with the Surrogacy Act 2012 (Tas), you receive up to 6 weeks (30 work days) consecutive of paid leave in relation to the birth of the child. This leave is non-cumulative.

(c) Affirming gender

We recognise the importance of providing a supportive environment if you affirm your gender.

If you wish to affirm your gender to a gender that is different to your birth sex, you may take up to 4 weeks of paid gender affirmation leave (in a single block, or one or more blocks) and 48 weeks of unpaid gender affirmation leave to undertake the process of affirming your gender. This leave is non-cumulative.

The process of affirming your gender may involve a change of name, address or pronouns, adopting the dress and style of your gender identity, hormone replacement therapy and sex reassignment/other directly related surgeries. The 48 weeks of unpaid gender affirmation leave is inclusive of any paid gender affirmation leave or other paid leave.

If you are affirming or considering affirming your gender, you can also access our confidential, professional counselling and support services through our employee assistance program partners.

You must give your manager as much notice as possible, but at least 4 weeks' notice of when you would like to take your gender affirmation leave. If you cannot give at least 4 weeks' notice, you and your manager can agree that you will give less than 4 weeks' notice.

During any paid gender affirmation leave, you will be paid for the ordinary hours you would otherwise have worked.

You can take personal leave, annual leave or long service leave during the gender affirmation leave, but this will not extend the period of the gender affirmation leave.

(d) Disability leave

If you have a disability, you receive up to 5 days of paid disability leave a year. The leave is to enable you to be absent from duty for the purpose of activities (including attending appointments) associated with your long-term physical or psychological disability. The leave is available to access from the first day of appointment and is non-cumulative, not paid out on termination of employment and is paid at your standard rate of pay.

You may also be eligible for accessibility leave per TasTAFE's Accessibility Leave Policy.

(e) Cultural leave

If you are an Aboriginal or Torres Strait Islander employee, you receive up to 5 days of paid Cultural leave a year. The leave is to enable you to be absent from work to engage in Cultural practices and meet Cultural expectations as an active Aboriginal or Torres Strait Islander community member. This may include participating in significant Cultural events and activities, complying with Cultural observations and/or fulfilling Cultural observations. Cultural leave is available to access from the first day of appointment and is non-cumulative, not paid out on termination of employment and is paid at your standard rate of pay.

(f) Reproductive leave

You receive up to 10 days of paid leave due to menstruation, perimenopause, menopause, polycystic ovarian syndrome and endometriosis, IVF and other assisted reproductive health services. Reproductive leave is available to access from your first day of appointment and is non-cumulative and not paid out on termination of employment.

59. How will I be paid for jury service?

- (a) If you are required for jury service, you will be granted the necessary leave of absence on full pay, but you are not permitted to claim jury fees. You can only claim out of pocket expenses such as parking, as permitted by the Court.
- (b) Where an employee is called upon for jury service and is on approved paid leave, she/he shall not lose the benefit of that leave, and will be credited with the time occupied with the jury service and shall be permitted to take such leave with pay at the end of the jury service or at a later date according to the needs of the employer.
- (c) If you are a Sessional Employee, you will be paid in accordance with the Sessions you were rostered to work during the period of jury service. You are not permitted to claim jury fees and can only claim out of pocket expenses such as parking, as permitted by the Court, unless the jury service falls on a

day that you were not rostered to work or the jury fees are more than your applicable loaded hourly rate.

- (d) You must let us know as soon as you receive a juror summons.

60. Can I take community service leave?

You are entitled to community service leave in accordance with the NES.

61. What leave do I get if I am in the Australian Defence Force?

- (a) If you are a permanent Employee who is a member of any of the Australian Defence Forces (ADF), you are entitled a leave of absence to attend one compulsory training camp or session in any year.
- (b) The total period of the leave of absence should not exceed 10 working days in any one year, except with the approval of TasTAFE.
- (c) A permanent Employee who is granted a leave of absence under this clause is, if that Employee's salary exceeds ADF service pay, entitled to payment of salary equal to the difference between the two rates of payment.
- (d) Where a permanent Employee who is on annual leave attends a compulsory training camp or session as a member of the ADF, the Employee is entitled to be paid the Employee's full salary regardless of any pay that the Employee has received from the ADF
- (e) The foregoing also applies to fixed-term employees who have completed three month's service but, subject to the Commonwealth, if an employee's employment expires before the conclusion of the period for which her/his attendance at the training camp or session is required, leave shall be granted under this subclause only to the date of that expiration.

62. What special leave is available?

- (a) TasTAFE may grant you paid leave:
 - (i) in the event of the serious illness of a near relative for a period not exceeding three working days; this leave is in addition to personal leave as provided for in clause 53;
 - (ii) for the purpose of representing the State in a sport for a period not exceeding five working days in any year;
 - (iii) for the purpose of representing Australia in a sport for a period not exceeding ten working days in any year;
 - (iv) to attend any court of law when subpoenaed; or
 - (v) to participate in emergency service activities authorised by TasTAFE.

63. TasTAFE Accumulated Leave Scheme (TALS) for Teachers

You are entitled to participate in the TasTAFE Accumulated Leave Scheme under the terms and conditions specified in this clause.

The scheme is to be known as the TasTAFE Accumulated Leave Scheme (TALS).

Summary of Scheme

- (a) The TALS allows the employer to approve Plans under which participating employees will, by taking a reduction in normal salary for a given period, become entitled at the end of that period to a pre-determined amount of special ("accumulated") leave during which they will be paid salary at the same reduced rate.

Interpretation

- (b) The conditions and administrative arrangements in the TALS are to be administered in conjunction with the employees employment contract and TasTAFE policy and procedure that may exist from time to time.

'Accumulated leave' means the period of time that is accumulated under the Plan as leave during a work period.

'Leave period' means the period specified in a Plan when a participating employee is absent from work on accumulated leave.

'Normal salary' means the salary that would be paid to a participating employee if that person was not participating in a Plan and includes salary expressed as an annual rate, fortnightly rate, weekly rate, daily rate or hourly rate. It includes all allowances that are paid as an annual rate, fortnightly rate, weekly rate, daily rate or hourly rate but not overtime payments and shift work penalty rates unless they are paid as a component of an annualised rate.

'Operational requirements' means the need to ensure that TasTAFE is to be operated as effectively, efficiently and economically as possible.

'Participating employee' means an employee whose election to participate in a Plan has been approved by the employer.

'Plan' means an arrangement in the TALS consisting of a specified work period followed by a specified leave period.

'Work period' means the period specified in a Plan when an employee is at work.

Plans

- (c) TALS consists of arrangements known as Plans. For example:

Work Period	Percentage of Normal Salary payable during the period of the Plan	Leave Period
Four Years	80% "The Four over Five Year Plan" One Year	One Year
Three Years	75% "The Three over Four Year Plan" One Year	One Year
Twenty Months	83.3% "The 20 over 24 Month Plan" Four Months	Four Months
Eighteen Months	75% "The 18 over 24 Month Plan" Six Months	Six Months
Forty Eight Weeks	92.3% "The 48 over 52 Week Plan" Four Weeks	Four Weeks
Forty Weeks	76.9% "The 40 over 52 Week Plan"	Twelve Weeks
(Other Plan) "A" ...Years ...Months ...Weeks	$\frac{A}{A+B} * 100 = \dots \%$ (to one decimal place) The over the (year, month, weeks) Plan.	(Other Plan) "B" ...Years ...Months ...Weeks

Application of TALS

- (d) After considering the operational requirements of TasTAFE, TasTAFE determines whether any Plan or Plans are to be available to employees in TasTAFE.
- (e) TasTAFE may make any Plan or Plans available to employees or an employee or employees can request the employer that a Plan be made available to them.
- (f) A Plan may be made available to any permanent employee (full or part-time) . A Plan may be made available to any fixed-term employee the term of whose contract of employment is sufficient to cover the period of the Plan.

- (g) TasTAFE determines:
 - (i) whether one or more Plans will be made available to all or only some of the employees;
 - (ii) whether particular Plans will be made available to particular categories of employees;
 - (iii) whether quotas will apply to the number of employees who may participate in a Plan, and whether quotas will apply to any category of employees;
 - (iv) the selection arrangements where quotas are imposed; and
 - (v) the commencement date of any Plan.
- (h) Where an employee participating in a Plan is promoted, transferred, seconded or otherwise moved within TasTAFE the TASTAFE will, after consultation with the employee and taking into account the operational requirements, determine whether or not the employee is able to continue on their Plan.
- (i) If the TASTAFE determines under subclause (h) that the employee is not able to continue on their Plan, the TASTAFE may forthwith terminate the employee's Plan whereupon the employee becomes entitled to a period of accumulated leave which bears the same proportion to the total leave period of the Plan as the period worked under the Plan bears to the total work period, to be remunerated at the percentage of normal salary payable during the period of the Plan. The employee may apply to the TASTAFE at any time to take that leave, and it is to be granted as soon as can be, consistent with the operational requirements of TasTAFE.

How to Participate in TALS

- (j) Where the TASTAFE offers a Plan to an employee the employee may elect to participate in the Plan by lodging an election in writing with TASTAFE in any form which the TASTAFE may approve.
- (k) TASTAFE may accept or reject an election to participate made in accordance with subclause (g).
- (l) TASTAFE will notify the employee in writing if the employee's election is not approved.
- (m) Where the employee's election is approved, TASTAFE will endorse approval on the form of election which was lodged by the employee, and will provide the employee with a copy of that endorsed form.
- (n) An employee's election under subclause (g) does not entitle the employee to participate in a Plan until it is approved by the TASTAFE in accordance with subclause (m).
- (o) A participating employee wishing to withdraw from a Plan must apply in writing to their TASTAFE who may refuse the application if he or she considers

such refusal to be reasonably required to meet the operational requirements of TasTAFE.

Conditions and Administrative Arrangements

- (p) Work Period to be completed prior to Period of Leave. The work period specified in a Plan must be completed before a participating employee can commence the leave period specified in that Plan.

Suspension of Plan

- (q) The TASTAFE on the application of the employee or otherwise can in writing suspend a Plan.
- (r) In deciding to suspend a Plan, either on application of the employee or otherwise, the TASTAFE will take into account the employee's circumstances and response to any proposal to suspend, and what is reasonably required to meet the operational requirements of TasTAFE. Suspension may occur either during the work period or the leave period of the Plan and will be for such period as may be specified by the TASTAFE in the instrument by which the Plan is suspended.
- (s) Where the total period of the Plan comprises five years or more (for example a four over five Plan) the Plan may only be suspended with the agreement of the employee.
- (t) An employee is entitled to compensation for reasonable expenses incurred by the employee, but not otherwise recoverable, as a result of the TASTAFE's decision to suspend the Plan otherwise than on the application of the employee.

Accumulated Leave

- (u) Accumulated leave is to be managed in accordance with any legislative requirements and with any guidelines which may be issued by the TASTAFE which are not inconsistent with the TALS. A record is to be kept to show at all times the exact amount of the accumulated leave for each participating employee.
- (v) On withdrawal from a Plan, the accumulated leave is to be taken immediately or either wholly or in part at a later time approved by TasTAFE, at the percentage of normal salary payable during the period of the Plan. It is not to be paid out unless the participating employee's employment ends.

Payment during the Leave Period

- (w) During the leave period the participating employee is to receive salary at the percentage of normal salary payable during the period of the Plan. Normal employment conditions will apply as if the employee was on annual leave. An employee may, on request, receive a lump sum payment in either one or two instalments.

Salary Progression

- (x) Salary Progression will continue throughout the period of a Plan.

Superannuation

- (y) Superannuation contributions are to be paid throughout the period of a Plan and in accordance with the rate of salary applicable under the Plan. It is the responsibility of a participating employee to obtain any personal superannuation advice from the Retirement Benefits Fund Board or from the employee's own adviser(s).
- (z) A participating employee's superannuation contributions (where the employee is a contributor to a superannuation scheme other than Retirement Benefits Fund) and entitlements depends upon the employment arrangements for that employee.
- (aa) TasTAFE's superannuation responsibilities and financial obligations for participating employees depends upon the nature of the employment arrangements for each participating employee.

Other Compulsory Deductions from Pay

- (bb) Compulsory deductions from pay will be made throughout the period of a Plan. ('Compulsory deductions' include garnishees, salary attachments, court orders, etc.)

Voluntary Deductions from Pay

- (cc) Voluntary deductions from pay (including life insurance premiums, private health fund premiums, union membership fees etc) made by the Agency at the request of an employee is to continue throughout the period of the Plan.

Administrative Records

- (dd) TasTAFE will maintain proper separate records of accruals based upon that Plan.

Recreation Leave

- (ee) Recreation leave entitlements accrue throughout the period of the Plan and will be taken otherwise than during the leave period of a Plan at the percentage of normal salary payable during the period of the Plan. Whenever taken, entitlements will be deducted from credits in the normal manner.

Personal Leave

- (ff) Personal leave entitlements taken during the period of a Plan will be taken at the rate of salary applicable under the Plan and will be deducted from credits in the normal manner. Personal leave entitlements will accrue throughout the period of the Plan and access to those entitlements will be in accordance with this Enterprise Agreement.

Parental Leave

- (gg) Where a participating employee is absent on parental leave, either within the work period of a Plan or during the leave period, the employee's participation in the Plan is not affected by that parental leave. Salary arrangements established by the Plan apply during parental leave.

Other Leave

- (hh) Payment of all other leave entitlements (including leave on account of special circumstances, bereavement leave, leave of absence with or without pay, Defence Force leave, leave for jury service, etc.) taken during the currency of a Plan will be at the rate of salary applicable under the Plan. Such entitlements will when taken be deducted from credits in the normal manner, and are to be taken otherwise than during the leave period of a Plan.

Long Service Leave

- (ii) Long service leave is provided for in the Long Service Leave (State Employees) Act 1994. Long service leave entitlements accrue throughout the work period of a Plan. The leave period is not to be regarded as a period of employment in calculating length of employment for the purposes of the Act, but is not to be taken as interrupting the continuous employment of a participating employee. Long service leave entitlements are to be taken otherwise than during the leave period of a Plan.
- (jj) Where a participating employee is absent on long service leave in the work period of a Plan the employee's participation in the Plan is not postponed for the duration of that long service leave, and salary is to be paid at the rate of salary applicable under the Plan.

Public Holidays

- (kk) The leave period of a Plan is to be extended by the number of public holidays falling within it.

Workers Compensation

- (ll) A Plan is to be suspended during any period of incapacity for which the worker is entitled to compensation under the provisions of the Workers Rehabilitation and Compensation Act 1988, effective from the day before the commencement of the period of incapacity and terminating upon the last day of the incapacity. Upon suspension of a Plan in accordance with this provision, the employee reverts to normal salary entitlement.

Cessation of Employment

- (mm) Where a participating employee ceases to be employed by TasTAFE, the Plan will thereupon terminate and TasTAFE will pay in one lump sum to that former employee, or to that person's estate, the exact amount of that former participating employee's accumulated leave entitlement less the prescribed income tax and any other compulsory deductions not later than twenty working days after termination.

WE NEED TO TALK

64. What is the process for dealing with disputes?

- (a) If a dispute relates to:
 - (i) a matter arising under the agreement; or
 - (ii) the National Employment Standards;this term sets out procedures to settle the dispute.
- (b) An employee who is a party to the dispute may appoint a representative (i.e. Union or other representative) for the purposes of the procedures in this term.
- (c) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- (d) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- (e) The Fair Work Commission may deal with the dispute in 2 stages:
 - (i) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (ii) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (A) arbitrate the dispute; and
 - (B) make a determination that is binding on the parties.

Note: If Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the FW Act.

A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the FW Act. Therefore, an appeal may be made against the decision.
- (f) While the parties are trying to resolve the dispute using the procedures in this term:
 - (i) an employee must continue to perform their work as they would normally, unless they have a reasonable concern about an imminent risk to their health or safety; and
 - (ii) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:

- (A) the work is not safe; or
 - (B) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (C) the work is not appropriate for the employee to perform; or
 - (D) there are other reasonable grounds for the employee to refuse to comply with the direction.
- (g) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

CHANGES IN THE WORKPLACE

65. When will I be consulted about changes to the workplace?

- (a) This term applies if the employer:
 - (i) Is considering a decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (ii) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- (b) For a major change referred to in paragraph (a)(i):
 - (i) the employer must notify the relevant employees of the proposed decision to introduce the major change; and
 - (ii) subclauses (c) to (i) apply.
- (c) The relevant employees may appoint a representative (i.e. Union or other representative) for the purposes of the procedures in this term.
- (d) If:
 - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.
- (e) Prior to making a decision regarding a major change, the employer must:
 - (i) discuss with the relevant employees:

- (A) the introduction of the change; and
 - (B) the effect the change is likely to have on the employees; and
 - (C) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (ii) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (A) all relevant information about the change including the nature of the change proposed; and
 - (B) information about the expected effects of the change on the employees; and
 - (C) any other matters likely to affect the employees.
- (f) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (g) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (h) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (b)(a) and subclauses (c) and (e) are taken not to apply.
- (i) In this term, a major change is likely to have a significant effect on employees if it results in:
 - (i) the termination of the employment of employees; or
 - (ii) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (iv) the alteration of hours of work; or
 - (v) the need to retrain employees; or
 - (vi) the need to relocate employees to another workplace; or
 - (vii) the restructuring of jobs.

66. Change to regular roster or ordinary hours of work

- (a) For a change referred to in paragraph 65 (a)(ii):

- (i) the employer must notify the relevant employees of the proposed change; and
 - (ii) subclauses (a) to (f) apply.
- (b) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (c) If:
 - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.
- (d) As soon as practicable after proposing to introduce the change, the employer must:
 - (i) discuss with the relevant employees the introduction of the change; and
 - (ii) for the purposes of the discussion—provide to the relevant employees:
 - (A) all relevant information about the change, including the nature of the change; and
 - (B) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (iv) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (e) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (f) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (g) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (a).

67. What happens if my role is made redundant?

- (a) In the event of redundancy, and following consultation with you in line with clause 65 regarding this major change, the following will apply.
- (b) If there is a bona fide vacant position within TasTAFE into which you can be redeployed, we may redeploy you.
- (c) If redeployed, you and TasTAFE can agree to apply a trial period of no more than 4 weeks in the new position (the trial period).
- (d) The redundancy will proceed unless before the end of the trial period you notify TasTAFE in writing that you accept the new position.
- (e) If you are transferred or redeployed within TasTAFE, you do not receive a redundancy payment. This will be at all times consistent with requirements of s120 of the FW Act.
- (f) If (because of redundancy) you are transferred or redeployed within TasTAFE and you agree to the lower standard rate of pay, we will maintain your higher rate of pay for 12 months and at the end of the 12 months you will revert to the highest salary point in the level associated with that position.

Calculation of redundancy repayment

- (g) In the event of termination due to redundancy, you will receive the below redundancy payment. Redundancy payments are based on your total continuous full-time equivalent employment years of service.
- (h) The total redundancy payment will be as follows:
 - (i) 4 weeks' salary (pro-rata for part-time employees);
 - (ii) 2 weeks' pay for each year of service.Up to a maximum total payment of 48 weeks' pay.
- (i) If you are a full-time employee, you receive the full 4-week pay component.
- (j) If you are a part-time employee, you receive a payment based on 4 weeks' pay multiplied by the greater of the following:
 - (i) your full-time equivalent percentage based on your contracted hours of employment as at the date of separation; or
 - (ii) your full-time equivalent percentage based on the average hours worked in the 12-month period immediately before the date of separation.
- (k) The minimum total redundancy payment if you are a full-time employee is 16 weeks' pay. The minimum total payment if you are a part-time employee is the greater of the calculation above or a payment based on 16 weeks at your part-time weekly pay.

- (l) For this clause only, a week's pay means your standard rate of pay inclusive of any higher duties allowance you receive at separation, as well as any other allowances in this Agreement you would receive were you to be absent on annual leave.
- (m) Any periods of employment with us or the Tasmanian State Service for which a redundancy, termination payment or workplace renewal incentive payment has been made does not count as service.
- (n) If you are a sessional employee or have less than 12 months of continuous service with us, you will not receive a redundancy payment.

Within the notice period

- (o) If you are given notice of termination due to redundancy, you can take up to one day a week during the notice period to seek other employment without loss of pay. We may ask you for proof of attendance at an interview to support this time. If we ask you for proof and you do not provide it, you will not receive payment for the time taken.
- (p) If you have been given notice of termination due to redundancy, you may choose to not work the notice period and still receive the redundancy benefits and payments under this clause as if you had worked the notice period.

LEAVING TASTAFE

68. How much notice is needed if I resign or my employment is terminated?

- (a) Subject to clause 32(b), your employment may be terminated by us giving notice to you in writing in accordance with the following table.

Length of service	Applicable period of notice
From commencement and up to the completion of three years	2 weeks
Three years and up to the completion of five years	3 weeks
Five years and over	4 weeks

- (b) In addition to the period of notice provided above, if you are aged 45 years or older and have completed two or more years of service, you will be entitled to an additional week's notice.
- (c) You may resign from your employment by providing TasTAFE with 2 weeks' notice in writing, if your continuous service is not more than one year the period of notice required is 1 week.

- (d) Where either party provides notice, TasTAFE may elect to make a payment in lieu of notice for some or all of the notice period.

69. When will I be paid if my employment terminates?

- (a) If your employment with TasTAFE terminates, all wages due to be paid to you, will, where practicable, be paid to you on the day of termination.
- (b) If payment on the day of termination is not possible, TasTAFE will, on the next working day of the pay office, forward all wages due to be paid to you to your recorded home address, or any other arrangement for payment as may be agreed with you.

OTHER ARRANGEMENTS

70. Planning committee

TasTAFE may establish a planning committee in a campus to advise and assist with strategic planning within that campus.

71. Union matters

- (a) Workplace Union delegates have formal rights and recognition by TasTAFE:
 - (i) to be treated fairly and to perform the role as delegates without any discrimination in employment, and to be treated with respect and without victimisation by management representatives;
 - (ii) for endorsed Union delegates to speak on behalf of Union members in their workplaces and for issues raised by delegates to be dealt with promptly and appropriately;
 - (iii) for Union workplace forums, such as consultative delegates and worksite committees and reasonable access to information about the workplace;
 - (iv) to reasonable paid time:
 - (A) to represent the interests of members to TasTAFE and in the FWC;
 - (B) to participate in the operation of the Union;
 - (C) to research and prepare prior to all negotiations with management;
 - (D) for an opportunity to explain the benefits of Union membership to Employees including new Employees, upon entering employment;
 - (v) to call meetings of members to discuss Union business;
 - (vi) to have access to facilities, including:

- (A) where practicable, access to a private room to meet with individual members and perform Union business;
 - (B) reasonable access to telephone, post, photocopying, internet and e-mail facilities to undertake work as a delegate and consulting with workplace colleagues and the Union;
 - (C) to place Union information on an appropriate notice board in a prominent location in the workplace; and
- (vii) to access information relevant to the workplace and/or workplace issues, including appropriate awards, agreements, statements of duty, and TasTAFE policies, and where available, staffing structures.
- (b) Workplace delegates are to have an entitlement to five days' paid training leave in any one calendar year to attend Union-endorsed Union courses and conferences.
- (c) TasTAFE recognises that:
 - (i) country delegates may require time in addition to sub-clause (b) above for travel.
 - (ii) skills acquired by a delegate undertaking that role are integral to assessments for performance management, salary progression and career advancement. Delegates are to notify TasTAFE of the skills acquired and of their importance for performance evaluation and salary progression.
- (d) The role of a workplace delegate may extend beyond the workplace and the delegates are to have access to reasonable time:
 - (i) to promote union issues, to participate on committees, and for their development, which includes paid work away from the workplace as negotiated between the Union and TasTAFE on a case by case basis;
 - (ii) for participation in internal Union forums and committees (e.g. branch or national conferences) which generally requires members to be elected according to the registered Union rules;
 - (iii) that recognises the challenges in co-ordinating delegates in dispersed or remote workplaces;
 - (iv) to access leave without pay to work for a Union. Any such period of leave granted is to be considered as service for salary progression purposes and does not constitute a break in Continuous Service for other purposes. Employees are not required to relinquish the duties of their assigned classification level.

72. Workplace consultative committees

- (a) During the life of this Agreement, the parties are committed to maintaining appropriate Workplace Consultative Committees.

- (b) The Workplace Consultative Committees consist of equal numbers of TasTAFE nominated representatives and elected Employee representatives.

73. Personal protective equipment and clothing

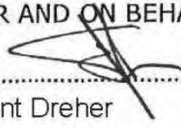
- (a) Where TasTAFE determines that your official duties require you to wear personal protective equipment or clothing, such protective equipment or clothing will be supplied free of cost to you.
- (b) If you are supplied with protective equipment or clothing and you leave TasTAFE, you will, if required to do so by TasTAFE, return the protective equipment or clothing prior to leaving.

74. Review of Teacher Definitions

- (a) During the life of the agreement TasTAFE, the AEU and a Teacher representative will come together to review the teaching mode definitions in this enterprise agreement.

SIGNATORIES

SIGNED FOR AND ON BEHALF OF TasTAFE

Signed: 

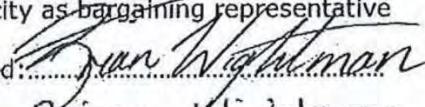
Name: Grant Dreher

Position held: Chief Executive Officer

Address: 75 Campbell Street HOBART 7000

Date: 22.03.2024

SIGNED FOR AND ON BEHALF OF Australian Education Union, Tasmanian Branch, in its capacity as bargaining representative

Signed: 

Name: Brian Nightman

Position held: State Manager

Address: 32 Patrick St. HOBART

Date: 20.3.24

SIGNED FOR AND ON BEHALF OF

Signed:

Name:

Position held:

Address:

Date:

SCHEDULE 1 - Salaries

Increase from the first full pay period on or after commencement date

Classifications - Teacher Level	From the first full pay period on or after the Commencement Date	Weekly	Daily	Hourly	Additional weekly Direct Teaching hourly rate of pay Mon-Sat
1.1	\$83,453	\$1,604.90	\$320.98	\$44.46	\$74.09
1.2	\$89,027	\$1,712.10	\$342.42	\$47.43	\$79.04
1.3	\$94,591	\$1,819.10	\$363.82	\$50.39	\$83.98
1.4	\$100,155	\$1,926.10	\$385.22	\$53.35	\$88.92
1.5	\$105,719	\$2,033.10	\$406.62	\$56.32	\$93.86
1.6	\$111,282	\$2,140.10	\$428.02	\$59.28	\$98.80
1.7 Advanced Skills Teacher	\$116,850	\$2,247.10	\$449.42	\$62.25	\$103.74
ETL	\$121,707	\$2,340.50	\$468.10	\$64.83	\$108.06

Increase from the first full pay period on or after 12 months from the commencement date

Classifications - Teacher Level	3 % increase from the first full pay period on or after 12 months from the Commencement Date	Weekly	Daily	Hourly	Additional weekly Direct Teaching hourly rate of pay Mon-Sat
1.1	\$85,957	\$1,653.00	\$330.60	\$45.79	\$76.32
1.2	\$91,698	\$1,763.40	\$352.68	\$48.85	\$81.41
1.3	\$97,429	\$1,873.70	\$374.74	\$51.90	\$86.50
1.4	\$103,160	\$1,983.90	\$396.78	\$54.96	\$91.59
1.5	\$108,891	\$2,094.10	\$418.82	\$58.01	\$96.68
1.6	\$114,620	\$2,204.30	\$440.86	\$61.06	\$101.77
1.7 Advanced Skills Teacher	\$120,356	\$2,314.60	\$462.92	\$64.12	\$106.86
ETL	\$125,358	\$2,410.80	\$482.16	\$66.78	\$111.30

increase from the first full pay period on or after 24 months from the commencement date

Classifications - Teacher Level	3% increase from the first full pay period on or after 24 months from the Commencement Date]	Weekly	Daily	Hourly	Additional weekly Direct Teaching hourly rate of pay Mon-Sat
1.1	\$88,536	\$1,702.60	\$340.52	\$47.16	\$78.61
1.2	\$94,449	\$1,816.40	\$363.28	\$50.32	\$83.86
1.3	\$100,352	\$1,929.90	\$385.98	\$53.46	\$89.10
1.4	\$106,255	\$2,043.40	\$408.68	\$56.60	\$94.34
1.5	\$112,158	\$2,156.90	\$431.38	\$59.75	\$99.58
1.6	\$118,059	\$2,270.40	\$454.08	\$62.89	\$104.82
1.7 Advanced Skills Teacher	\$123,967	\$2,384.00	\$476.80	\$66.04	\$110.06
ETL	\$129,119	\$2,483.10	\$496.62	\$68.78	\$114.64

Hourly rates for Sessional Employees

A Sessional Employee will be paid the appropriate hourly rate outlined below:

Classification Sessional	Salary Scale Teacher	From the first full pay period	3 % increase from the first full pay period on or after 12 months from the Commenceme nt Date	3% increase from the first full pay period on or after 24 months from the Commenceme nt Date
Sessional Employee 1	L 1	\$74.46	\$76.70	\$79.00
Sessional Employee 2	L 2	\$79.44	\$81.82	\$84.28
Sessional Employee 3	L 3	\$84.40	\$86.93	\$89.54
Sessional Employee 4	L 4	\$89.37	\$92.05	\$94.81
Sessional Employee 5	L 5	\$94.33	\$97.16	\$100.08
Sessional Employee 6	L 6	\$99.30	\$102.27	\$105.34
Sessional Employee 7	L 7	\$104.26	\$107.39	\$110.61

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

The equivalent full-time Employee classification level salary per year divided by [1877.2] = hourly rate plus 67.5% = loaded hourly rate.

SCHEDULE 2 - Supported Wage System

- (a) This clause defines the conditions which will apply to Employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

- (b) In this clause:

'approved assessor' means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

'assessment instrument' means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

'disability support pension' means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991* (Cth), as amended from time to time, or any successor to that scheme.

'relevant minimum wage' means the minimum wage and includes any incremental adjustment prescribed in this Agreement for the class of work for which an Employee is engaged.

'**supported** wage system' (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au.

'SWS wage assessment agreement' means the document in the form required by the Department of Social Services that records the Employee's productive capacity and agreed wage rate.

- (c) Eligibility criteria

- (i) You will be covered by this schedule if you are unable to perform the range of duties to the competence level required within the class of work for which you are engaged under this Agreement, because of the effects of a disability on your productive capacity and if you meet the impairment criteria to receive a disability support pension.
- (ii) This schedule does not apply if you have a claim against TasTAFE which is subject to the provisions of workers' compensation legislation or any provision of this Agreement relating to the rehabilitation of Employees who are injured in the course of their employment.

- (d) Supported wage rates

- (i) You will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed Capacity (subclause (e)) %	Relevant Minimum Wage %
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

- (ii) You will be paid not less than \$102 per week.
 - (iii) Where your assessed capacity is 10%, you will receive a high degree of assistance and support.
- (e) Assessment of capacity
- (i) For the purpose of establishing the percentage of the relevant minimum wage, your productive capacity will be assessed in accordance with the SWS by an approved assessor, having consulted TasTAFE and you and, if you would like, the Union.
 - (ii) All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by TasTAFE as a time and wages record in accordance with the FW Act.
- (f) Lodgement of SWS wage assessment agreement
- (i) All SWS wage assessment agreements made under this clause, including the appropriate percentage of the relevant minimum wage to be paid to you, must be lodged by TasTAFE with the FWC.
 - (ii) All SWS wage assessment agreements must be agreed and signed by you and TasTAFE. If the Union is not a party to the assessment, the assessment will be referred by the FWC to the Union by certified mail and the agreement will take effect unless an objection is notified to FWC within 10 working days.
- (g) Review of assessment
- (i) The assessment of the applicable percentage should be subject to annual or more frequent review where a reasonable request for a review is made. The process of review must be in accordance with the procedures for assessing capacity under the SWS.
- (h) Other terms and conditions of employment
- (i) Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. You will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro rata basis.
- (i) Workplace adjustment

- (i) If TasTAFE wishes to employ an Employee under the provisions of this schedule, it must take reasonable steps to make changes in the workplace to enhance the Employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.
- (j) Trial period
 - (i) In order for an adequate assessment of your capacity to be made, an TasTAFE may employ you under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
 - (ii) During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
 - (iii) You will be paid no less than \$102 per week during the trial period.
 - (iv) Work trials should include induction or training as appropriate to the job being trialled.
 - (v) If TasTAFE and you wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of the assessment under subclause (e).

SCHEDULE 3 - Qualifications

List of AQF 5+ Qualifications

- Diploma of TAE
- Associate Degree of Vocational Education and Training
- Bachelor of Adult and Vocational Education
- Graduate Diploma in Adult and Vocational Education and Training
- Graduate Diploma of Adult Language, Literacy and Numeracy
- Master of Education degree with an adult education focus
- TAE50122 Diploma of Vocational Education and Training
- Bachelor of Adult and Applied Learning - UTAS
- Graduate Diploma Adult and Vocational Education – Charles Sturt Uni
- Bachelor of Adult and Vocational Education – Charles Sturt Uni
- Associate Degree of Vocational Education and Training – Federation Uni
- Bachelor of Vocational Education and Training – QUT

On the presentation of a business case about other suitable qualifications a panel will consider the business case and determine if the qualification is appropriate for the teacher to access the AST Level.

Schedule 2.2 Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.