



# INTERIM DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Victorian TAFE Association (VTA)**  
(AG2015/6648)

## **VICTORIAN TAFE TEACHING STAFF MULTI-ENTERPRISE AGREEMENT 2015**

Educational services

COMMISSIONER BISSETT

MELBOURNE, 25 NOVEMBER 2015

*Application for approval of the Victorian TAFE Teaching Staff Multi-Enterprise Agreement 2015.*

[1] An application has been made for approval of an enterprise agreement known as the *Victorian TAFE Teaching Staff Multi-Enterprise Agreement 2015* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by the Victorian TAFE Association (VTA). The agreement is a multi-enterprise agreement.

[2] In making its application the VTA also provided the Commission with an undertaking dealing with some specific salary concerns. The Commission had identified the issues with the Agreement in some preliminary discussion held between the VTA, the Australian Education Union (AEU) and the Commission prior to the application for approval being made.

[3] In accordance with s.190 of the Act I have accepted the undertaking provided.

[4] In accordance with s.191(1) of the Act the undertaking is taken to be a term of the Agreement. A copy of the undertaking is attached as an annexure to this decision.

[5] I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[6] In making its application VTA indicated that the AEU and the National Tertiary Education Industry Union (NTEU) were union bargaining representatives for the agreement.

[7] The AEU and the NTEU both filed a Form F18 with the Commission in which each indicated, by way of a statutory declaration, that it was a bargaining representative for the Agreement because one or more members of the Union are employees who are covered by the Agreement and the Union is entitled to represent the industrial interests of those employees in

accordance with s.176(1)(b) of the Act. Each union also indicated that, if the Agreement, was approved it wished to be covered by the Agreement.

[8] On 19 November 2014 the Agreement was listed for approval ‘on the papers’ with a notice of listing being issued that indicated that if anyone wished to be heard on the application they should contact my chambers.

[9] Prior to the time of approval the AEU, through its legal representative, advised the Commission that it did not consider that the NTEU was, in fact, a bargaining representative in that it did not believe the NTEU had as members any employees covered by the Agreement and, in any event, it was not entitled to represent the industrial interest of any employees in relation to work that will be performed under the Agreement. The AEU argued that only it could represent the employees covered by the Agreement.

[10] In its correspondence to the Commission the AEU argued that the Commission should issue an interim decision approving the Agreement with the final decision made following a decision as to whether the NTEU was a bargaining representative for the Agreement as defined in the Act.

[11] I declined to issue the decision sought by the AEU in its correspondence of 19 November 2015 without giving the NTEU an opportunity to be heard. The notice of listing for 19 November 2015 was therefore cancelled and the application listed for hearing on 24 November 2015.

[12] At that hearing the AEU sought permission to be represented by Mr Fetter of Counsel and the VTA sought permission to be represented by Mr Spargo. I determined that, given the complexity of the matter (that is, that it would involve some consideration of union rules which have a level of complexity about them) the matter could be dealt with more efficiently if permission was granted. I therefore decided to grant permission under s.596 of the Act.

[13] The NTEU was represented by Ms Gale and Mr McAlpine.

[14] The VTA submitted that it had bargained with the NTEU with respect to the Agreement as it understood the NTEU was a bargaining representative although it did say that most of the bargaining had been undertaken with the AEU.

[15] The VTA sought that the Agreement be approved as soon as possible as there were benefits payable to employees on approval of the Agreement and it had been some considerable time since the employees had received a pay increase. It put no position as to whether the NTEU is a bargaining representative.

[16] The AEU submitted that the Commission should issue an interim decision approving the Agreement. In so doing it submitted that the Commission should, in that decision, indicate that the AEU was covered by the Agreement but not decide if the NTEU was covered pending determination of the question as to whether it was a bargaining representative.

[17] The NTEU sought to have the matter determined to finality at the hearing. It said it was ready with its submissions and a witness statement of the Victorian Division Secretary of the NTEU. The NTEU alternatively put that, if the Commission was minded to make an

interim decision it should nominate both the AEU and NTEU as covered by the Agreement with any ultimate decision resolving the matter.

### **Interim decision**

[18] At the conclusion of the hearing I indicated that it was my intention to approve the Agreement but issue an interim decision in relation to coverage of the Agreement. I did this as I did not think it could be procedurally just to attempt to resolve the matter immediately. Whilst the NTEU indicated it was ready to proceed the AEU had, reasonably, attended the hearing on the basis of the application it had effectively made on 19 November 2015 for the Agreement to be approved but that the approval not indicate that the NTEU was covered by the Agreement pending resolution of the question as to the NTEU's status as a bargaining representative.

[19] The NTEU submitted that I could not make an interim decision that did not note that it was covered by the Agreement by virtue of the operation of s.201(2) of the Act which states:

#### **201 Approval decision to note certain matters**

...

(2) If:

(a) an employee organisation has given a notice under subsection 183(1) that the organisation wants the enterprise agreement to cover it; and

(b) the FWC approves the agreement;

the FWC must note in its decision to approve the agreement that the agreement covers the organisation.

[20] The NTEU submits that this clause mandates that if an employee organisation has given notice under s.183(1) of the Act – which the NTEU has done – and the agreement is approved then the decision must note that the agreement covers the organisation. The NTEU therefore says that if I proceed to approve the Agreement I must comply with the requirements of s.201(2).

[21] I do not agree with this submission. Section 589 of the Act allows the Commission to make an interim decision in relation to a matter before it.

[22] It would, in my opinion, be close to impossible for the Commission to be able to make an interim decision on this matter, which is contemplated by the Act by virtue of s.589, and, in effect by the NTEU logic, be constrained as to the scope of that decision. If the NTEU is correct it will be able to exercise all of the rights associated with being covered by the Agreement prior to a determination of the issue at hand. Such a reading would lead to an outcome that cannot have been contemplated in giving the Commission power to make an interim decision.

[23] I am satisfied that the requirements of s.201(2) relate to the final decision on the application. This is not the matter that is before me.

**Should the interim decision indicate that the NTEU is covered by the Agreement?**

[24] The jurisprudence on the issue of making an interim decision is clear – the questions to be answered are whether there is jurisdiction to deal with the matter, whether there is a serious issue to be tried and where the balance of convenience lies.

[25] In *Health Services Union v Victorian Hospitals' Industrial Association*<sup>1</sup> the Full Bench said:

[9] The approach to a serious issue to be tried for the purpose of interim relief does not require the HSU to show that it is more probable than not that its substantive application would succeed; it is to show a sufficient likelihood of success to justify, in the circumstances, the preservation of the status quo pending the determination of its substantive application.<sup>2</sup>

*Jurisdiction*

[26] There is no argument that the Commission has jurisdiction to deal with this matter. The question to be answered is if the NTEU is a bargaining representative for the Agreement. This will require a consideration of the rules of the NTEU.

[27] The Commission does not have power to indicate an employee organisation is covered by an Agreement if the organisation is not a bargaining representative.

[28] In order to issue a decision approving the agreement the determination of whether a union is a bargaining representative is a critical matter to be determined.

*Serious issue to be tried*

[29] The AEU raise objection to the NTEU's claim that it is a bargaining representative.

[30] This is not a trivial concern. The inclusion of the NTEU as an organisation covered by the Agreement gives the NTEU a range of rights – including in relation to the bargaining for the next agreement which is due to commence next week.

[31] I am satisfied that there is a serious issue to be tried.

*Balance of convenience*

[32] The third matter I need to consider is where the balance of convenience lies.

[33] The Agreement before me for approval is a 'rollover' agreement. It replaces the *Victorian TAFE Teaching Staff Multi-business Agreement 2009* (the 2009 Agreement). The Agreement before me provides for a one off payment to employees and updates the 2009 Agreement which it attaches in totality.

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<sup>1</sup> [2012] FWAFB 2901.

<sup>2</sup> *Australian Broadcasting Corporation v O'Neill*, (2006) 227 CLR 57 at 65, per Gummow and Hayne JJ. (footnote in original)

[34] The Agreement has a nominal expiry date of 2 July 2016 and requires that negotiation for a replacement agreement commence on 1 December 2015. It, in effect, provides for a payment to employees and sets the basis for negotiation of a new agreement.

[35] The scope clause in the Agreement before me replicates that of the 2009 Agreement. It states that the agreement 'shall apply according to its terms to the employment of Employees of the Employers listed in Schedule 2 who are eligible to be members of the AEU other than Industrial Skills Instructors and who were covered by the 2009 Agreement...'<sup>3</sup>

[36] The NTEU was involved in bargaining for this Agreement. They attended (at least) one meeting in person with the VTA and others by phone. The substantial negotiations appear to have been held with the AEU. I do not understand that there were negotiations at which both the AEU and NTEU were both present.

[37] To note in this interim decision that the NTEU is covered by the Agreement will give the NTEU a range of rights, including participating as a bargaining representative in negotiations for the replacement agreement. This is an advantageous position from the position they are in now. It may, pending the final decision as to its status as a bargaining representative, mislead employees who are members (within the rules or otherwise) of its status in the bargaining.

[38] During the hearing on the application the AEU gave an undertaking that they would not oppose the NTEU participating in discussions for a replacement agreement and will not interfere to prevent the NTEU from participating in a process under clause 10 of schedule 3 of the Agreement (in relation to dispute resolution). The VTA indicated it would honour the undertaking, therefore not prejudicing the NTEU in respect of any final outcome.

[39] The NTEU took the Commission briefly through its rules. It also provided correspondence between the VTA and NTEU which suggested the VTA accepted that it was a legitimate bargaining representative for the Agreement. Further, the NTEU say that no undertaking by the AEU can give it rights that it does not otherwise have.

[40] Whilst I appreciate this submission I am mindful through my own experience that many disputes are dealt with and resolved in the Commission by conciliation with parties reserving their rights on questions of jurisdiction.

[41] The NTEU also question whether, if they are not a bargaining representative for the Agreement, this indicates that the employees covered by the Agreement have not been fairly chosen and hence the Agreement cannot be approved (see s.186(3) of the Act). This argument was not developed to any extent and it was not put that, whilst some employees may be eligible to be members of the NTEU they are not eligible to be members of the AEU.

[42] The AEU argued that the balance of convenience favours the maintenance of the status quo ante. It says that historically the NTEU was not involved in bargaining in this sector and that should be maintained.

[43] I have carefully considered the arguments put before me. I have, in reaching my decision on the terms of this interim decision taken into account that directions have been set

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<sup>3</sup> 2012 Agreement, clause 3.

to hear the matter in less than four weeks and that there is, as is not uncommon, a complexity around the rules of the NTEU that must be resolved. I am also mindful of the undertaking given by the AEU.

[44] I am satisfied that the balance of convenience lies with the AEU. The NTEU will therefore not be covered by the Agreement in this interim decision. The determination of the NTEU's coverage will be made at a later date. It will not be disadvantaged by this decision.

[45] The AEU, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2), I note that the Agreement covers the organisation.

[46] The NTEU has also given notice under s.183 of the Act that it wants the Agreement to cover it. The question as to whether the Agreement covers the NTEU is reserved for further hearing and decision.

[47] The Agreement is approved and, in accordance with s.54(1) of the Act, will operate from 2 December 2015. The nominal expiry date of the Agreement is 2 July 2016.

COMMISSIONER

*Appearances:*

*W. Spargo* of Lander & Rodgers for the VTA.

*J. Fetter* of Counsel with *J. Wieladek* of Holding Redlich for the AEU.

*L. Gale* and *K. McAlpine* of the NTEU.

*Hearing details:*

2015.

Melbourne:

25 November.

**Annexure**

**Annexure**



10 November 2015

Commissioner Bissett  
Fair Work Commission  
PO Box 1994, Melbourne,  
Victoria 3001

Victorian TAFE  
*Association*

Reg. No. A37584B

Level 3, 478 Albert Street  
East Melbourne VIC 3002

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Dear Commissioner Bissett

**Re: Application for the approval of the Victorian TAFE Teaching Staff Multi-Enterprise Agreement 2015.**

Employee salaries under the proposed *Victorian TAFE Teaching Staff Multi-Enterprise Agreement 2015 (MEA)* are described in *Schedule 1*.

Further to the acknowledgement contained in Part 3.5 of the F17 Employer's statutory declaration in support of the MEA and on behalf of the twelve TAFE employer signatories to the agreement, the Victorian TAFE Association (VTA) provides the following undertaking:

The wages paid to employees covered by the MEA who meet the definition of an "academic teacher" under the Educational Services (Post-Secondary) Award 2010 will in all cases be higher than the employee would otherwise be entitled to under Clause 14.1 of the Educational Services (Post-Secondary) Award 2010.

Should the Commission require additional information about this undertaking, please contact Andrew Williamson, Executive Director of the VTA on (03) 9639 8100.

Regards,

Andrew Williamson  
Executive Director  
Victorian TAFE Association

CC: Mr Greg Barclay, Vice President TAFE & Adult Provision, Australian Education Union

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.

# **Victorian TAFE Teaching Staff Multi-Enterprise Agreement 2015**



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## **1. TITLE**

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- 1.1 This Agreement shall be known as the Victorian TAFE Teaching Staff Multi-Enterprise Agreement 2015 (**Agreement**).

## **2. COVERAGE**

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The parties to this Agreement are:

- (a) the Employers listed in Schedule 2; and
- (b) the Australian Education Union and any other bargaining representative if a notice is provided to the Commission pursuant to section 183(1) of the *Fair Work Act 2009* (Cth) (**FW Act**).

## **3. APPLICATION AND SCOPE OF THE AGREEMENT**

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This Agreement shall apply according to its terms to the employment of Employees of the Employers listed in Schedule 2 who are eligible to be members of the AEU other than Industrial Skills Instructors and who were covered by the 2009 Agreement immediately before the Operative Date of this Agreement.

## **4. DATE AND PERIOD OF OPERATION**

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This Agreement shall come into operation 7 days after the date of approval by the Fair Work Commission (**Operative Date**) and its nominal expiry date is 2 July 2016.

## **5. NEGOTIATION OF REPLACEMENT AGREEMENT/S**

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- (a) By no later than 1 December 2015, the parties shall commence negotiations in good faith for future industrial relations arrangements that will:
  - (i) ensure the long-term sustainability of the public TAFE Institute system within the vocational education and training system; and
  - (ii) facilitate the provision of responsive, relevant and the highest quality vocational education and training that meets the needs of students and the modern economy.
- (b) To this end the parties commit to genuine reforms in, teaching and learning practice, service delivery and flexibility in the successor agreement(s) in acknowledgement of the pay increases provided in this Agreement and the commitment of the Victorian Government and the parties to the public TAFE Institute system.

## **6. LUMP SUM PAYMENT**

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- (a) In the first pay period following the Operative Date of the Agreement:
  - (i) each full-time teaching employee who was employed at the Operative Date will receive a payment of \$2,000.00 (gross); and

- (ii) each part-time teaching employee who was employed at the Operative Date will receive a pro rata payment amount based on \$2,000.00 (gross); and
  - (iii) each employee who was employed at the Operative Date will receive a payment equal to the additional amount they would have received in wages if clause 9(g) of this Agreement had applied since 8 September 2015, being the date that in-principle agreement was reached, less applicable tax.
- (b) For the avoidance of doubt, no payment is payable under clause 6(a)(i) or 6(a)(ii) to a casual employee.

## **7. NO FURTHER CLAIMS**

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It is a term of this Agreement that there will be no further claims on matters covered by the Agreement before the nominal expiry date of this Agreement. The parties also acknowledge that there is no intention for any further salary increases to be awarded before 31 December 2016 (at the earliest) whether through a successor agreement(s) or otherwise.

## **8. ROLLOVER OF VICTORIAN TAFE TEACHING STAFF MULTI-BUSINESS AGREEMENT 2009**

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- (a) Subject to clause 9 of this Agreement, the terms and conditions of the *Victorian TAFE Teaching Staff Multi-Business Agreement 2009*, including its Schedules and Appendices (**2009 Agreement**) in operation immediately before the Operative Date of this Agreement shall be read in conjunction with this Agreement.
- (b) The terms of this Agreement shall prevail over the terms of the 2009 Agreement to the extent of any inconsistency.

## **9. MODIFICATION OF TERMS OF 2009 AGREEMENT**

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The 2009 Agreement should be read as modified by the following provisions:

- (a) Clause 10.1 should be read as including the words "*or the National Employment Standards*" after the words "*this Agreement*";
- (b) Clause 12 should be read as including the following sub-clauses:
  - 12.8. *A Replacement Employee is an Employee engaged to perform the work of another Employee who is going to take, or is taking, unpaid parental leave.*
  - 12.9. *Before the Employer engages a Replacement Employee, the Employer must notify the Replacement Employee:*
    - (a) *that the engagement to perform that work is temporary; and*
    - (b) *of the rights the Employer and the Employee taking unpaid parental leave each have, which provide a right to cancel the leave if the pregnancy ends other than by*

*the birth of a living child or if the child dies after birth;  
and*

(c) *of the rights the Employee taking unpaid parental leave has:*

(i) *to end the leave early if the pregnancy ends other than by the birth of a living child or if the child dies after birth; and*

(ii) *the return to work guarantee; and*

(iii) *Employer's right to require the Employee taking unpaid parental leave to return to work if the Employee ceases to have any responsibility for the care of the child;*

(c) Clause 14.1 should be read as "Employees carry out their professional duties for 38 hours per week and may from time to time, be requested to work reasonable additional hours";

(d) Appendix 2 and Appendix 4 will be of no effect;

(e) In the 2009 Agreement read the name of the entity in the first column as being the name of the entity in the second column;

<b>Column 1</b>	<b>Column 2</b>
Bendigo Regional Institute of Technical And Further Education	Bendigo Kangan Institute
Box Hill Institute of Technical And Further Education	Box Hill Institute of TAFE
Chisholm Institute of Technical and Further Education	Chisholm Institute
Central Gippsland Institute of Technical and Further Education	Federation Training
East Gippsland Institute of Technical and Further Education	Federation Training
Gordon Institute of Technical and Further Education	Gordon Institute of TAFE
Goulburn Ovens Institute of Technical and Further Education	Goulburn Ovens Institute of TAFE
Holmesglen Institute of Technical and Further Education	Holmesglen Institute of TAFE
Kangan Batman Institute of Technical and Further Education	Bendigo Kangan Institute

Northern Melbourne Institute of Technical and Further Education	Melbourne Polytechnic
South West Institute of Technical and Further Education	South West Institute of TAFE
Sunraysia Institute of Technical and Further Education	Sunraysia Institute of TAFE
William Angliss Institute of Technical and Further Education	William Angliss Institute of TAFE
Wodonga Institute of Technical and Further Education	Wodonga Institute of TAFE

- (f) Sub-clauses 21.1 and 21.2 of Schedule 6 should be read: “An employee’s entitlement to paid annual leave accrues progressively during a year of service according to the employee’s ordinary hours of work, and accumulates from year to year”;
- (g) For Schedule 1 (Annual Salaries and Casual Rates of Pay) in the 2009 Agreement, read Schedule 1 (Annual Salaries and Casual Rates of Pay) of this Agreement; and
- (h) For Schedule 2 (Employer Respondents) of the 2009 Agreement, read Schedule 2 (Employer Respondents) of this Agreement.

## **10. INDIVIDUAL FLEXIBILITY TERM**

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- (a) An Employer and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
  - (i) the agreement deals with 1 or more of the following matters:
    - (A) part-time employment;
    - (B) skill-based career path;
    - (C) annual leave loading;
    - (D) hours of work;
    - (E) public holidays;
    - (F) annual leave;
    - (G) long service leave;
    - (H) parental leave; and
  - (ii) 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

- (iii) the arrangement is genuinely agreed to by the Employer and employee.
- (b) The Employer must ensure that the terms of the individual flexibility arrangement:
  - (i) are about permitted matters under section 172 of the FW Act; and
  - (ii) are not unlawful terms under section 194 of the FW Act; and
  - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) The Employer must ensure that the individual flexibility arrangement:
  - (i) is in writing;
  - (ii) includes the name of the Employer and employee;
  - (iii) 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;
  - (iv) includes details of:
    - (A) the terms of this Agreement that will be varied by the arrangement;
    - (B) how the arrangement will vary the effect of the terms;
    - (C) 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
  - (v) states the day on which the arrangement commences.
- (d) The Employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The Employer or employee may terminate the individual flexibility arrangement:
  - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (ii) if the Employer and employee agree in writing at any time.

## **11. LONG SERVICE LEAVE ARRANGEMENTS FOR CASUAL EMPLOYEES**

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- (a) In the case of a casual employee who was not entitled to long service leave under the 2009 Agreement, then pursuant to section 113A(2) of the FW Act, the employee's period or periods of service while the 2009 Agreement was in operation will not count as service for the purpose of determining whether the employee is qualified for long service leave, or the amount of long service leave to which the employee is entitled, under State legislation or the FW Act.

- (b) For the avoidance of doubt, the operation and effect of clause 13.17 of the 2009 Agreement (incorporated into this Agreement by clause 88) will not be affected by clause 11(a)).
- (c) The effect of this clause is that, in the case of a casual employee who was not entitled to long service leave under the 2009 Agreement, the employee will start to accrue long service leave under the *Long Service Leave Act 1992* (Vic) after the Operative Date.

## **12. COUNTERPARTS**

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This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the agreement of each party who has executed that counterpart.

## SCHEDULE 1

1. Employees shall be paid the salary appropriate to their classification as set out in the table below.

Classification	Immediately before Operative Date	+2.5% on and from 8 September 2015	+2.5% on and from 1 July 2016
SE3	\$89,175	\$91,404	\$93,689
SE2	\$86,613	\$88,778	\$90,998
SE1	\$84,050	\$86,151	\$88,305
T5	\$81,488	\$83,525	\$85,613
T4.2	\$75,443	\$77,329	\$79,262
T4.1	\$70,899	\$72,671	\$74,488
T3.2	\$69,076	\$70,803	\$72,573
T3.1	\$64,265	\$65,872	\$67,518
T2.2	\$62,951	\$64,525	\$66,138
T2.1	\$59,281	\$60,763	\$62,282
T1.2	\$54,641	\$56,007	\$57,407
T1.1	\$50,856	\$52,127	\$53,431

2. Casual teachers shall be paid the hourly rates as set out in the table below.

	Immediately before Operative Date	+2.5% on and from 8 September 2015	+2.5% on and from after 1 July 2016
Casual - Diploma Qualified -Teaching Duty Hour	\$64.31	\$65.92	\$67.57
Casual – Certificate IV Qualified - Teaching Duty Hour	\$61.88	\$63.43	\$65.01
Casual – Diploma Qualified – Non Teaching Duty Hour	\$43.71	\$44.80	\$45.92
Casual – Certificate IV Qualified – Non Teaching Duty Hour	\$42.06	\$43.11	\$44.19



## **SCHEDULE 2**

1. Bendigo Kangan Institute.
2. Box Hill Institute of TAFE.
3. Chisholm Institute.
4. Federation Training.
5. Gordon Institute of TAFE.
6. Goulburn Ovens Institute of TAFE.
7. Holmesglen Institute of TAFE.
8. Melbourne Polytechnic.
9. South West Institute of TAFE.
10. Sunraysia Institute of TAFE.
11. William Angliss Institute of TAFE.
12. Wodonga Institute of TAFE.

### **SCHEDULE 3**

Victorian TAFE Teaching Staff Multi-Business Agreement 2009.

**VICTORIAN TAFE TEACHING STAFF**

**MULTI-BUSINESS**

**AGREEMENT**

**2009**

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**1. TITLE**

This Agreement shall be known as the Victorian TAFE Teaching Staff Multi-Business Agreement 2009 (“MBA”).

**2. PARTIES BOUND**

The parties to this Agreement are:

- (i) The Employers listed in Schedule 2; and
- (ii) The Australian Education Union.

**3. APPLICATION AND SCOPE OF THE AGREEMENT**

This Agreement shall apply according to its terms to the employment of Employees of the Employers listed in Schedule 2 who are eligible to be members of the AEU other than Industrial Skills Instructors.

**4. DATE AND PERIOD OF OPERATION**

This Agreement shall come into operation on the seventh day after the date of the notice from the Workplace Authority notifying that the Agreement has passed the no disadvantage test and its nominal expiry date will be 30 September 2012.

**5. RELATIONSHIP TO PARENT AWARD AND MEMORANDUM OF UNDERSTANDING**

5.1. This Agreement shall be read and applied in conjunction with both:

- (i) the TAFE Teachers’ Conditions of Employment (Victoria) Award 2002 (AP816514) as specified in Schedule 6; and
- (ii) any successor modern Award.

The terms of this Agreement shall prevail over the terms of the Awards specified in (i) and (ii) above to the extent of any inconsistency.

Clause 18 of the TAFE Teachers’ Conditions of Employment (Victoria) Award 2002 (AP816514) will not apply to Employees classified as Senior Educators who do not undertake teaching duty hours.

5.2. This Agreement shall be read and interpreted in conjunction with the Memorandum of Understanding between the Australian Education Union and the Employer Respondents to the Victorian TAFE Teaching Staff Multi-Employer Certified Agreement 2003 (AG83152) and to this Agreement as specified in Schedule 7.

## **6. EXPLANATION OF AGREEMENT TO ALL EMPLOYEES**

The terms and conditions of this Agreement shall be explained to all existing Employees and all new Employees prior to commencement.

## **7. DEFINITIONS**

In this Agreement, unless a contrary intention appears:

- (1) “Award” means the awards as appropriate referred to in clause 5
- (2) “Casual Employee” means a person engaged by the hour and employed on an irregular basis or for a short period of time and excludes a full-time or part-time Employee or an Employee employed for a fixed-term or specified purpose.
- (3) "Commission" means the Australian Industrial Relations Commission or its successor.
- (4) “Consultation” means the provision of the opportunity for discussion and of information in a form and in sufficient time to enable the individual/s or organisation being consulted to be sufficiently informed so as to provide a bona fide opportunity for an informed view or feedback to influence the relevant decision maker prior to the making of her or his decision.
- (5) “Director”, unless the contrary intention appears, means the Chief Executive Officer of the institute or the divisions of other institutions which provide technical and further education.
- (6) “Employee” means a person employed under this Agreement.
- (7) “Employer” means the Board of an Institute or other Institution specified in Schedule 2 - Employer Respondents.
- (8) “Fixed-term employment” means employment for a specified term or ascertainable period.
- (9) “Full-time employment” means employment for 38 hours per week.
- (10) “Industrial Skills Instructor” means:
  - (i) a person employed to provide instruction in a course of study only for a certificate of competency issued pursuant to the *Occupational Health and Safety Act 1985 [Vic]*; or
  - (ii) a person employed to provide instruction in a course of study only for a licence to operate a vehicle pursuant to the *Road Safety Act 1986 [Vic]*; or

- (iii) a person employed to provide instruction in a course of study only for a licence or certificate of competency issued pursuant to the *Marine Act 1988 [Vic]*; or
  - (iv) a person employed to provide instruction only in the safe operation of machinery for timber felling which is subject to standards issued by Standards Australia
- (11) "Institute" means an Employer listed in Schedule 2.
  - (12) "Institute Board" means the body constituted to oversee and manage the institute.
  - (13) "On-going employment" means all employment other than "fixed-term", or "casual".
  - (14) "Ordinary hourly rate" means  $\frac{\text{annual salary}}{365.25} \times \frac{14}{76}$ .
  - (15) "Part-time employment" means employment, other than casual employment, for reasonably predictable hours of work and for less than the normal weekly ordinary hours specified for a full-time Employee.
  - (16) "Scheduled Duty" means a duty or task required or directed or timetabled by the Employer and includes teaching duty hours.
  - (17) "TAFE" means Technical and Further Education.
  - (18) "Teacher" means a person employed to teach or lecture or to manage and/or develop a TAFE program or programs but does not mean a person holding a position classified as a TAFE Executive Officer pursuant to Ministerial Directions or Orders issued pursuant to the *Education and Training Reform Act 2006 [Vic.]*.
  - (19) "Teaching Duty Hours" ("TDH") means sessions of instruction and/or supervision and/or assessment of student/s; whether delivered at a campus of the Institute or elsewhere or whether delivered in person or by other means.
  - (20) "Union" means the Australian Education Union.

## **8. COMMITMENTS**

### **8.1 Modes of Employment**

- 8.1.1. The parties are committed to recognising the preferred mode of employment in TAFE being ongoing. However the parties also recognise that some fixed term or casual employment will continue to be necessary. Such employment will be in accordance with the terms of the Award and this Agreement. It is agreed that fixed-term and casual employment will not be used to substitute for ongoing employment.

### **8.2 Industrial Relations Principles**

The parties commit themselves to the following industrial relations principles:



- 8.2.1. cooperative and consultative relationships between management, their Employees and the representative organisations of their choice;
- 8.2.2. management, Employee and union relationships based on mutual respect, trust and preparedness to consider alternative viewpoints;
- 8.2.3. collective negotiations between management and their Employees, involving a mutual problem solving approach focusing on long term gains for all parties;
- 8.2.4. to work within a progressive industrial relations culture to achieve high performance TAFE institutes with effective workplace partnerships;
- 8.2.5. recognition of an appropriate role for workplace representatives.

## **9. CONSULTATION IN INSTITUTE DECISION-MAKING**

- 9.1. The parties recognise that there will be significant consultation during the period of the Agreement on matters involving implementation of this Agreement, operational and cultural change and matters affecting Employees generally or in a particular case. To this end, the parties are committed to a cooperative approach to such matters involving joint participation and consultation.
- 9.2. An Institute Consultative Committee (ICC) will be established within one (1) month of the commencement of this Agreement for the purpose of implementing and monitoring this Agreement. The ICC will also be the forum through which the Institute, its employees and the Union consult generally on matters affecting Employees. The Committee shall meet during ordinary hours. Time Allocations of an agreed amount additional to those provided elsewhere in this Agreement will be made from scheduled duties for employee representatives on this ICC.
- 9.3. The ICC will comprise two Institute representatives, and two elected employee representatives who may be from the Union. It is recognized that from time to time additional representation on behalf of the Institute or the employees may be involved.
- 9.4. The ICC will meet regularly, and as required, to discuss issues outlined in sub-clause 9.1 and on any other matter on which consultation may be required. The ICC will provide a report and/or recommendation, as appropriate, to the Director on the matter/s under discussion. The Institute will provide the time and resources necessary for the ICC to perform its role.
- 9.5. Where the Institute proposes changes that are likely to have a significant effect on Employees covered by this Agreement, the Institute will consult with those Employees, their elected representatives and the Union through the ICC prior to the proposed changes being implemented.

## **10. DISPUTE RESOLUTION PROCEDURE**

- 10.1. A dispute or grievance arises where an Employee on the one hand or the Employer on the other are aggrieved by a decision or action, or a failure to make a decision or act in relation to matters that arise out of, or are reasonably incidental to, matters covered by this Agreement.
- 10.2. The Employee has the right to seek advice from and be represented by the industrial organisation entitled to represent his or her interests at all stages of this procedure.
- 10.3. Any claim or dispute which arises shall, where possible, be settled by discussion between the Employee and the immediate supervisor. The supervisor shall inform the Employer of the existence of this dispute who may then advise and represent the supervisor.
- 10.4. The parties to the dispute should use their best endeavours to ensure the continuation of work as normal. This includes the maintenance of the pre-existing status quo or establishment of a mutually acceptable holding position pending the resolution of the dispute.
- 10.5. If unresolved, either party shall have access to a dispute settlement committee within seven days unless otherwise agreed.
- 10.6. The dispute settlement committee shall be a committee of the Institute Board and shall consist of:
  - two nominees of the Institute Board; and
  - two nominees of the employee (excluding family members or legal practitioners) one of whom may be an officer of the industrial organisation entitled to represent the interests of the employee.
- 10.7. The dispute settlement committee shall determine its own procedures for the purpose of considering the dispute but shall be required to report to the Institute Board within five working days of being established.
- 10.8. On receiving the report from the dispute settlement committee, the Institute Board shall indicate in writing whether the recommendations of the dispute settlement committee have been accepted or not. This decision shall be communicated in writing to the dispute settlement committee and the parties to the dispute within ten working days of receiving the report from the dispute settlement committee.
- 10.9. A dispute subject to this clause shall be resolved where the parties to the dispute reach agreement which is approved by the Institute Board.
- 10.10. If unresolved, either party may notify the Australian Industrial Relations Commission. The Commission may use powers of conciliation and arbitration to resolve the issue/s in dispute.

10.11. The procedures outlined above do not apply to a bona fide health and safety issue.

## **11. PRO-RATA APPLICATION**

The provisions of this Agreement shall apply on a pro-rata basis for Employees employed less than 38 hours per week and/or less than 52 weeks per annum.

## **12. CONTRACT OF EMPLOYMENT**

12.1. On appointment the Employer shall provide Employees with a letter of appointment which stipulates the type of employment and contains the following information:

- (a) the date employment is to commence;
- (b) the date employment is to cease (where applicable);
- (c) the classification and rate of pay to be received by the Employee;
- (d) the hours of duty and time/s of attendance of the Employee including the time-fraction to be worked;
- (e) the other main terms and conditions of employment applicable to the Employee including the identity of the Institute, usual work location and the documentary or other recorded sources from which such conditions derive and the duties and reporting relationships to apply upon appointment;
- (f) for a fixed-term Employee, the reasons for the fixed-term contract of employment;
- (g) for casual Employees, the duties required, the estimated number of hours required, the rate of pay for each class of duty required and a statement that any additional duties required during the term will be paid for.

12.2. The Employer will normally engage Employees on fixed-term contracts in circumstances where:

- 12.2.1. Replacement of staff on leave is required;
- 12.2.2. Funding cannot be regarded as ongoing;
- 12.2.3. New and/or short-term program areas are introduced to the Institute or reducing numbers threaten the viability of an existing program;
- 12.2.4. An Employee with current industry experience is required for a limited term.

12.3. Where an Employee has two or more years of contiguous fixed-term service, or is engaged on a second or subsequent fixed-term contract of employment, and the Employer intends the duties of the Employee to be continued to be performed, the Employee may apply to have their mode of employment converted to ongoing employment and the Employer shall not unreasonably reject such an application.

12.4. A teacher may apply to the Employer for a temporary adjustment of their position time fraction. The Employer may agree for a temporary adjustment of the time-fraction applying to the position for a specified period of time having regard to the teacher's reasons and the operational requirements of the Institute. Reversion to the prior time-fraction shall occur at the conclusion of the temporary adjustment unless

otherwise agreed between the teacher and the Employer.

- 12.5. A teacher appointed specifically to replace an Employee on leave or other approved release shall perform the full range of duties, including the face to face teaching load, which would have been performed by the teacher being replaced.
- 12.6. Where a teacher is appointed for a period of less than the full year or on a specific project the maximum teaching duty hours that can be delivered is:

Number of weeks of appointment x 21 hours per week.

The Employer shall bring such cases to the attention of the consultative committee prior to the appointment of the teacher.

- 12.7. For the purposes of a teaching load a teacher whose services are terminated at the teacher's initiative or for just cause prior to the end of a full teaching year shall be deemed to have taught the whole of the year.

### **13. CASUAL EMPLOYMENT**

- 13.1. A teacher may only be employed on a casual basis where the work to be performed is of an irregular nature or for a short period of time
- 13.2. For the purposes of clause 13.1, 'a short period of time' means:
  - 13.2.1. Where the purpose of the casual employment is to replace a teacher on approved leave, for up to 30 days. A casual teacher in this circumstance may be required to take the full allocation of teaching duties of the teacher being replaced; or
  - 13.2.2. The work to be performed does not exceed 8 hours per week or, by mutual consent, up to a maximum of 21 hours in any 1 week, to a maximum of 720 hours per year providing that the maximum of 21 hours per week may be exceeded by mutual agreement subject to no Employee exceeding 40 hours in a two week roster period.
- 13.3. A casual teacher shall be paid the appropriate rate as set out in Schedule 1. The teaching duty hour rate is inclusive of preparation and correction.
- 13.4. Where an Employer considers it desirable for a casual teacher to attend meetings or to attend professional development sessions, these hours shall not be included in the 720 hrs maximum referred to in sub-clause 13.2.2 above provided the teacher is paid at the rate prescribed by this Agreement.
- 13.5. Clauses 23, 24, 25 and 26 do not apply to casual Employees.
- 13.6. The allocation of duties for a casual teacher will be consistent with clause 16.3 and 16.4 of this Agreement.

#### ***Conversion from casual to non-casual employment***

## **General**

13.7 An employee must not be engaged and re-engaged nor have his/her hours reduced in order to avoid any obligation under this clause.

13.8 Upon appointment, the employer shall advise a casual employee that, after serving qualifying periods, casual employees may have a right to apply for conversion and a copy of the conversion provisions of this agreement shall be made available to such employees.

13.9 The employer shall also take reasonable steps from time to time to inform casual employees of the conversion provisions of this agreement.

13.10 An eligible casual employee may apply in writing for conversion to non-casual employment in accordance with the conversion provisions of this agreement.

13.11 The ICC as described in Clause 9 will monitor the implementation of this clause. To facilitate this monitoring, the employer shall provide to the ICC relevant data no less frequently than 12 months.

## **Eligibility for conversion**

13.12 To be eligible to apply for conversion, a casual employee must be employed on a regular and systematic basis in the same or a similar and identically classified position in the same department (or equivalent), either:

(a) over the immediately preceding period of 12 months and in those immediately preceding 12 months the average weekly hours worked equalled at least 50% of the ordinary weekly hours that would have been worked by an equivalent full-time employee; or

(b) over the immediately preceding period of at least 24 months.

13.13 For the purposes of this clause occasional and short-term work performed by the employee in another classification, job or department shall not:

(a) affect the employee's eligibility for conversion;

(b) be included in determining whether the employee meets or does not meet the eligibility requirements.

## **Application for conversion**

13.14 The employer shall not unreasonably refuse an application for conversion. However, it may refuse an application on reasonable grounds. Reasonable grounds include, but are not limited to, the following:

(a) the employee is a student, or has recently been a student, other than where her/his status as a student is irrelevant to his/her engagement and the work required ;

(b) the employee is a genuine retiree;

(c) the employee is performing work which will either cease to be required or will be performed by a non-casual employee, within 26 weeks (from the date of application);

(d) the employee has a primary occupation with the employer or elsewhere, either as an employee or as a self-employed person;

(e) the employee does not meet the essential requirements of the position; or

(f) the work is ad hoc, intermittent, unpredictable or involves hours that are irregular.

### **Offer of non-casual employment**

13.15 The employer must determine an application for conversion either by offering conversion to non-casual employment or by rejecting the application. If the employer rejects the application, it must provide written reasons for rejecting it. If the application is accepted, the employee will be offered a non-casual position.

13.16 Conversion may be to either an ongoing or fixed term appointment in accordance with clause 13 of the Award [AP816514]. The offer of conversion shall indicate the hours and pattern of work which, subject to due consideration of the employer's operational requirements and the desirability of offering the employee work which is as regular and continuous as is reasonably practicable, shall be consistent with the employee's casual engagement. The conversion offer shall also constitute (and include such other details as are required for) an instrument of engagement under clause 12 of this Agreement.

13.17 Employees converted under this clause will not have their casual service count as service for the purpose of calculating any other existing entitlements except for:

(a) long service leave, in so far as the casual service with the employer would count for the purposes of any qualifying period for long service leave, but would not give rise to any paid leave entitlement in respect of that casual service; and

(b) any applicable unpaid parental leave; and

(c) Subject to meeting the qualification requirements of Schedule 5 and clauses 19.3.1 and 19.3.2 of this Agreement, where a casual employee is converted to a fixed term or ongoing position by the employer each 400TDH casual prior service with the employer shall be recognised as one increment when establishing the commencing salary.

### **Further applications**

13.18 An employee whose application for conversion is rejected shall not be entitled to apply again within 12 months except where:

(a) that rejection is solely based upon the ground set out in 13.14 (c); and

(b) that ground ceased to apply.

#### **14. HOURS OF WORK**

14.1. Employees carry out their professional duties for a minimum of 38 hours per week.

14.2. The span of ordinary hours is from 8.00am to 6.00pm Monday to Friday.

14.3. Employees shall not be required to work for more than five hours without being allowed a meal break of at least 30 minutes. Employees shall not be required to take meal breaks of more than one hour. Employees shall not be required to attend during meal breaks. Employees shall be entitled to take their lunch break between the hours of 12.00 midday and 2.00 p.m. and shall be entitled to take an evening meal break between the hours of 5.00 p.m. and 7.00 p.m.

#### **15. ATTENDANCE TIME**

15.1. Employees classified as Teachers are required to attend their work location for 30 hours per week for up to 42 weeks per year and are not required to attend on days when duties are not scheduled. Agreement between the Employer and the Teacher is required for attendance beyond these limits. The Employer may only seek such agreement after an Employee has been employed and then only after providing reasonable time for the Employee to gain advice and make an informed decision.

15.2. Where duties are scheduled on the same day, the time between duties shall be deemed to be attendance time except for the meal break specified in this Agreement.

15.3. For the period of operation of this Agreement, Employees who translated into promotion positions of Senior Educator in the new classification structure provided by Victorian TAFE Teaching Staff Multi-Employer Certified Agreement 2003 (AG835152) are entitled to the attendance time requirements they were entitled to prior to 28th June 2004.

15.4. Employees who were/are appointed to promotion positions of Senior Educator on or after 28th June 2004 who undertake teaching duties, shall be entitled to access the attendance time requirements for teachers classified in the Teacher Level 1 – Teacher Level 5 range on a pro rata basis in proportion to their teaching duties as a fraction of the maximum teaching duty hours of a full-time Teacher.

#### **16. ALLOCATION OF DUTIES**

16.1. Within a calendar year, Employees are accountable for 1748 hours of teaching and other duties.

- 16.2. The allocation of such duties is subject to the provisions of clauses 18.6 and 18.7 of the Award (AP816514), including the maximum annual and weekly scheduled duties and teaching duty hours, except as provided by this Agreement.
- 16.3. Consultation and agreement of the teacher is required for an allocation of more than 21 hours of teaching duty or more than 26 hours of scheduled duties in any one week provided that a teacher shall not unreasonably refuse the Employer's request to perform an allocation of more than 21 hours of teaching duty or more than 26 hours of scheduled duties in anyone week.
- 16.4. Any agreement under sub-clause 16.3 above must not provide for more than an average of 21 teaching duty hours or 26 scheduled duties per week over a semester.

## **17. TIME ALLOWANCES**

- 17.1. Employees covered by this Agreement shall continue to receive time allowances as specified in the Award (AP816514).
- 17.2. Provided that for Employees at the Box Hill, Central Gippsland, Chisholm, East Gippsland, Gordon, Holmesglen, Northern Melbourne and South-West Institutes of TAFE, the RMIT University, Swinburne University of Technology and The University of Ballarat, the arrangements, now specified where relevant in Appendices 1 – 14 of this Agreement, shall continue to operate.

## **18. CLASSIFICATION STRUCTURE**

- 18.1. As part of this Agreement, the parties agree to implement a revised classification structure for the TAFE teaching workforce at each Institute. This revised classification structure is represented diagrammatically at Schedule 3.
- 18.2. The classification structure will comprise:
- 18.2.1. A Senior Educator Class consisting of three levels. At each level, the Senior Educator class covers 4 streams as follows:
- Management
  - Curriculum and Project Design
  - Industry Consultancy
  - Teaching
- 18.2.2. A Teacher Class consisting of 4 levels with 2 incremental points at each level. A fifth incremental level (T5) within the Teacher Class will commence from 1 July 2009 in accordance with Schedule 1 of this Agreement.
- 18.3. Employees engaged as part of the teaching staff of the Institute shall be assigned a classification in accordance with the standards or descriptors specified in Schedule 4

## **19. SALARIES AND ALLOWANCES**



- 19.1. Employees covered by this Agreement shall be paid no less than the rate appropriate to their classification as specified in Schedule 1.

### **Commencing salary**

- 19.2. The commencing salary of an Employee shall be determined by the Employer in accordance with Schedule 5.

### **Incremental Progression**

- 19.3. Subject to this clause, within the rates specified in Schedule 1, Employees shall proceed by annual increment from the minimum to the maximum of the sub-divisional range appropriate to their classification and level on the anniversary of their date of appointment subject to the following:
- 19.3.1. Progression beyond the first incremental point of the Teacher classification is subject to the Employee possessing the Certificate IV in Training and Assessment or equivalent;
- 19.3.2. Progression beyond the fourth incremental point of the Teacher classification is subject to the Employee completing a course of teacher training accredited at diploma (Australian Qualifications Framework Level 5) which includes supervised teaching practice and studies in teaching methodology, or equivalent; and
- 19.3.3. The Employee achieves a satisfactory outcome on the annual review of their performance.
- 19.4. The annual review of an Employee's performance must be conducted as part of a Performance Appraisal system established in accordance with the policy of the Institute and conforming to the principles established in clause 16.3.5 of the Award (AP816514).

The Institute policy in relation to performance appraisal will only be varied following consultation with and agreement of the ICC

- 19.5. Where a salary increment is intended to be deferred on the basis of an unsatisfactory annual review, such an increment can only be deferred where the following process has been followed:
- 19.5.1. the Employer has counseled the Employee and explained clearly:
- (i) the requirements that are expected;
  - (ii) how the Employee has failed to fulfill these requirements; and
  - (iii) the consequences of continued or repeated failure to meet these requirements.

- 19.5.2. The Employer has provided the opportunity through mentoring, guidance and support to assist Employees who are not performing satisfactorily.
- 19.6. Salary progression can only be deferred where the process outlined above has been commenced early enough to ensure the Employee receives sufficient notice to enable improvement in performance, being at least three months before a decision is taken.
- 19.7. Where a decision is taken to defer salary progression, the Employee will be notified as soon as possible in writing and the reasons for the decision will be given. An Employee aggrieved by a decision may access the dispute resolution procedure in this Agreement.

### **Higher Duties Allowance**

- 19.8. Where an Employee is required to perform the duties of a promotional position such as a Senior Educator Level for which the remuneration is higher than that of the Employee for a period longer than 1 week, he or she shall be paid that higher remuneration in proportion to the amount of the duties of the higher position performed. The Employee shall also receive such time allowances as prescribed in this Agreement or the Award that pertain to the role for which she or he is receiving the higher remuneration.

### **Salary Packaging**

- 19.9. Employees may elect to salary package employment benefits including superannuation in accordance with Government policy, taxation legislation and Institute policy in lieu of salary provided that their salary as specified in Schedule 1 shall be used for calculating all benefits or entitlements upon cessation of employment.

### **Public Holiday Rate**

- 19.10. A total rate of 250% of the ordinary hourly rate shall be paid for each hour of work, including ordinary hours worked outside the span of ordinary hours and excess teaching hours, performed by any Employee on a public holiday.

### **Ordinary Hours of Work Performed Outside the Span of Ordinary Hours**

- 19.11. A teacher may be requested to perform scheduled duties as part of their ordinary hours of work outside the span of ordinary hours of duty as set out in clause 14.2.
- 19.12. The allocation of ordinary duties at such times shall only be determined following consultation with, and the agreement of, the teacher concerned.
- 19.13. Subject to prior approval for the work to be performed, teachers shall be paid a loading for ordinary hours of work required to be performed outside the span of ordinary hours of duty as follows:

- 19.13.1. For each hour worked on a Monday to Saturday until 10pm, a loading of 25% of the ordinary hourly rate shall be paid.
- 19.13.2. For each hour worked on a Monday to Saturday after 10pm, a loading of 75%.
- 19.13.3. For each hour worked on a Sunday, a loading of 50% of the ordinary hourly rate shall be paid.
- 19.14. Notwithstanding sub-clauses 19.12 above, the parties acknowledge that differing arrangements as to work outside of ordinary hours are provided in existing certified agreements at a number of TAFE Institutes. These arrangements are now codified and included where relevant in Appendices 1 – 14 of this Agreement,. It is the intention of the parties that these arrangements, as specified, shall continue to apply for the duration of this Agreement.

### **Excess Teaching Duty Hours**

- 19.15. A teacher shall be paid for excess teaching duty hours in accordance with this clause.
- 19.16. The allocation of excess teaching duties is determined following consultation with, and agreement of, the teacher concerned provided that a teacher shall not unreasonably refuse the Employer's request to perform excess teaching duties. In determining whether the Employer's request is reasonable or a teacher's refusal is unreasonable, the principles of the criteria outlined below will be considered:
- (a) any risk to the teacher's health and safety from working the additional hours;
  - (b) the teacher's personal circumstances, including family responsibilities;
  - (c) the needs of the workplace or enterprise in which the teacher is employed;
  - (d) whether the teacher is entitled to receive excess teaching duty hours payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
  - (e) the notice (if any) given by the employer of any request or requirement to work the additional hours;
  - (f) the notice (if any) given by the teacher of his or her intention to refuse to work the additional hours;
  - (g) the usual patterns of work in the institute in which the employee works;
  - (h) the nature of the teacher's role, and the teacher's level of responsibility;
  - (i) any other relevant matter.
- 19.17. Excess teaching duties occur as follows:
- 19.17.1. Where the teacher performs teaching duties in excess of the limit in the roster allocated by the Employer in accordance with Clause 16 of this Agreement; or
- 19.17.2. Where the teacher performs teaching duties in excess of 800 hours per annum.
- 19.18. Excess teaching duties occurring under clause 19.17.1 above and paid in accordance with this Agreement will not be counted towards the annual teaching load.

19.19. The following rates shall be paid for excess teaching hours:

**Monday to Saturday inclusive**

- 19.19.1. Where the excess teaching duty occurs within the span of ordinary hours, an amount of 50% of the ordinary hourly rate.
- 19.19.2. Where the excess teaching duty occurs outside the span of ordinary hours, at the rate of 150% of the ordinary hourly rate for each excess teaching hour for the first two hours on each day.
- 19.19.3. Where the excess teaching duty occurs outside the span of ordinary hours, at the rate of 200% of the ordinary hourly rate for each excess teaching hour beyond the first two hours on each day.

**Sunday**

- 19.19.4. In all cases, at the rate of 200% of the ordinary hourly rate.
- 19.20. Payment for excess hours shall be made in the next available pay period after a claim for payment is made provided that an Employee may make a written request for payment in advance for excess teaching duty hours that are scheduled to be undertaken over a semester or a year in accordance with clause 19.16. In accordance with the written request, the Employer may approve that such payment would be included as a part of the Employee's fortnightly salary. The Employer may deduct, from the Employee's salary and/or termination of employment entitlements, any payments made under this clause for planned excess teaching duty hours that are not actually performed.

**Overall Total Remuneration Package**

- 19.21. Nothing contained elsewhere in this Agreement shall preclude an Employer and an Employee who is to work overseas from entering into a written agreement for the payment of an overall total remuneration package for the Employee.
- 19.22. The overall total remuneration package shall comprise the Agreement salary rate, Employer superannuation contributions and an additional component in lieu of specified Agreement entitlements.
- 19.23. In such cases, the written agreement between the Employer and the Employee will specify:
  - the period for which the agreement will operate;
  - the overall total or flat salary and Employer superannuation contributions to apply; and
  - the relevant Award and Agreement clauses that do not apply.

Provided no agreement will be made that permits the Leave entitlements of an Employee to be exchanged for monetary remuneration.

- 19.24. An overall remuneration package shall not disadvantage an Employee when comparing their total remuneration inclusive of Employer superannuation contributions with the salary, Employer superannuation contributions and Agreement clause entitlements they would otherwise be entitled to receive pursuant to this Agreement.
- 19.25. Prior to entering a written agreement for an overall total remuneration package, a reasonable period of time shall be provided for the Employer and Employee to consider the proposal and seek advice.

### **Annual Leave Loading**

- 19.26. An annual leave loading of 17.5% of 4 weeks ordinary time earnings will be paid to full-time teachers.
- 19.27. Teachers who are employed on a part-time basis and/or for less than a full calendar year are entitled to pro-rata application of this clause.
- 19.28. The loading shall be paid in the last pay in August of each year, or such other date as may be agreed by the ICC at each Institute, in respect of the calendar year 1 July to 30 June.
- 19.29. Upon termination of employment with the Employer an Employee will be paid the annual leave loading on a pro-rata basis.

### **20. ACCIDENT MAKE-UP PAY**

- 20.1. Where an absence from duty results from an injury or illness the subject of a claim for compensation under the Accident Compensation Act 1985 (Vic) or any successor thereto, the Employee is entitled to sick leave on full pay equivalent to any sick leave credits accrued.
- 20.2. Where the insurer subsequently accepts liability, the Employee shall have any sick leave taken in respect of that injury or illness re-credited.
- 20.3. If an Employee sustains a personal injury or incapacity which is compensable under the *Accident Compensation Act 1985 (Vic)* or any successor thereto, the Employee shall be paid make-up pay to the Employee's actual rate of pay at the time of sustaining the injury/incapacity for a continuous period of 52 weeks or an aggregate of 52 weeks in respect of a particular injury or incapacity.
- 20.4. An Employee is not entitled to sick leave with pay during any period he or she is in receipt of compensation payments under the *Accident Compensation Act 1985 (Vic)* or any successor thereto.
- 20.5. The period of time spent on make-up pay shall count as service for all purposes as if the Employee had not been injured or suffered an incapacity.

## **21. REIMBURSEMENT OF EXPENSES**

- 21.1. The Employer shall reimburse an Employee any prior approved reasonable out-of-pocket expenses actually and necessarily incurred in the course of her or his authorised duties. The amount of an expense will be considered reasonable where it does not exceed the relevant amount set by the Australian Taxation Office ['ATO'] as adjusted from time to time. Where an expense exceeds the relevant ATO amount, the Employer is only required to reimburse at the ATO rate unless prior authorization is provided to incur the greater expense. Where the ATO does not provide an amount for an expense, the Employer shall reimburse the actual amount incurred.
- 21.2. Allowable expenses include:
- 21.2.1. traveling, accommodation, meals and other incidental expenses associated with an overnight, or longer, absence from home or part day duties, including staff development, away from the normal work location;
- 21.2.2. expenses incurred in the use of private motor vehicles; and
- 21.2.3. any other expenses incurred in the course of the Employee's employment and authorized by the Employer.
- 21.3. Ordinarily the Employer will provide transport for Employees engaged in authorized work. Employees may refuse work where transport is not provided. Where in the course of employment, an Employee is required to use her or his private motor vehicle, she or he shall be reimbursed mileage costs subject to obtaining prior approval from the Employer to use the vehicle and submission of a declaration stating the date, purpose of trip, number of kilometres and type of vehicle.
- 21.4. In circumstances which warrant it, the Employer may enter an agreement with the Employee to provide comprehensive insurance cover for the private vehicle of an Employee where the Employee is required to use the private vehicle for work.

## **22. IDENTIFICATION OF EMPLOYEES SURPLUS TO INSTITUTE REQUIREMENTS**

- 22.1. Subject to this clause, the parties agree that Institute policies in relation to Redeployment and Termination of Employment are to apply for the life of this Agreement. Such policies may only be varied following consultation with and agreement of the ICC It is acknowledged that such policies are not to be taken to abrogate any rights an Employee may have in equity or in law.
- 22.2. The Employer will adopt the following process to identify Employees in excess of Employer requirements and therefore to be considered for selection.
- 22.3. The Employer will convene meetings of potentially affected Employees to seek volunteers.

- 22.4. The Employer may only reject an expression of interest from any volunteer where selection of that Employee creates a consequential vacancy or a deficit in the skills required for the Employer's continuing function.
- 22.5. Where insufficient volunteers are forthcoming, the Employer shall decide those Employees in excess of its requirements taking into account the following criteria:
- 22.5.1. the relative qualifications, skills and abilities between Employees as required for the continuing operation of the Employer;
  - 22.5.2. any special qualifications or aptitude for the position/s continuing to be required to be performed by the Employer; and
  - 22.5.3. any reasons, including compassionate grounds, advanced by an Employee as to why they should not be considered for redeployment.
- 22.6. Provided that where a decision is to be made about Employees who are otherwise considered equal in relation to these criteria, the Employee to be identified as surplus to Institute requirements will be that person whose selection causes the least disruption to the continuing operation of the Employer.

## **23. RECOGNITION OF CULTURAL OBLIGATIONS**

- 23.1. The Employer will recognise the established religious and cultural obligations, practices and activities of its Employees.
- 23.2. An Employee may be granted Ceremonial/Cultural Leave where she or he has a ritual obligation to participate in ceremonial activity which requires absence from work. Such leave will also include leave to meet the Employee's customary and traditional law obligations and is not limited to Aborigines and Torres Strait Islanders.
- 23.3. Such leave shall be without pay and for up to 10 days per annum.
- 23.4. Applications for Leave under this clause must be accompanied by documentary evidence of the activity requiring attendance and absence from work.

## **24. LEAVE FOR INDUSTRIAL DISPUTE RESOLUTION TRAINING PURPOSES**

- 24.1. Employees shall be entitled to a maximum of 5 days paid leave per calendar year or an aggregate of 10 days paid leave over 2 calendar years to attend an activity or course of study which contributes to a better understanding of dispute resolution provisions of this Agreement provided the training is not conducted by a trade union within the meaning of the Workplace Relations Act 1996 (Cwlth).
- 24.2. Applications for such Leave must be approved prior to the taking of Leave. Such applications will not be unreasonably refused providing:

- 24.2.1. The application is accompanied by a letter from the authority conducting the activity or course stating the Employee wishes to attend and providing notice as to date, time, location, duration and content or purpose of the activity or course; and
- 24.2.2. The release of the Employee does not cause undue inconvenience to the Institute.

24.3. Leave granted under this clause:

- 24.3.1. Shall be on full pay which shall include payments which are deemed to be part of pay for all purposes but shall not include payments for work outside ordinary hours or excess hours payments;
- 24.3.2. May include any necessary traveling time in normal working hours immediately before or after the activity or course; and
- 24.3.3. Shall count as service for all purposes.
- 24.3.4. An Employee granted Leave under this clause shall not be permitted to claim reimbursement of personal expenses such as fares, accommodation or meal costs in attending the activity or course.

## **25. STUDY LEAVE**

An Employee may be granted study leave or industry release in accordance with Institute policy to obtain formal qualifications and skills that are directly related to progression through the skill-based career path. Such leave may be granted on a paid or unpaid basis.

Applications for such Leave shall not be unreasonably refused.

## **26. SABBATICAL LEAVE**

- 26.1. On application, the Employer may grant an Employee sabbatical leave of one year every 5 years on 80% salary subject to the Employee agreeing to have her or his annual salary reduced by 20% for the relevant work period preceding the leave and the Employee entering an agreement with the Employer covering the terms and conditions of the sabbatical leave.
- 26.2. Unless otherwise agreed the leave shall be taken immediately following the completion of the relevant work period during which the salary was reduced.
- 26.3. Sabbatical Leave shall count as service for all purposes.

## **27. EMERGENCY RESPONSE LEAVE**

- 27.1. An Employee may be granted up to 38 hours paid leave in circumstances where an Employee is requested by an emergency service of which they are a member to attend an emergency situation which is causing or threatens to cause damage or injury to life, property or stock. The Employer may approve further leave with or without pay where the need is of such a magnitude as to warrant special consideration.



27.2. This provision shall apply to casual Employees who would have continued to be engaged but for the emergency response situation. For this class of Employee, where no loss of wages would have occurred, the entitlement of the Employee shall be that of a right to return to her or his former position.

27.3. 'Emergency Service' includes Country Fire Authority, Rural Fire Service, State Emergency Service, Coast Guard, St John Ambulance.

## **28. OCCUPATIONAL HEALTH and SAFETY**

28.1. The Employer is required to provide and maintain, so far as is practicable a working environment that is safe and without risks to health and an Employee, while at work, must take reasonable care for her or his own health and safety and for the health and safety of anyone else who may be affected by her or his acts or omissions at the workplace.

28.2. The Employer acknowledges its obligations under Occupational Health and Safety legislation, regulations, codes of practice and guidelines.

## **29. NO FURTHER CLAIMS**

It is a term of this Agreement that there will be no further claims on matters covered by the Agreement before 30 September 2012. To this end the parties have agreed to comply with the Agreement until 30 September 2012

## **30. VARIATION OF THE AGREEMENT**

This Agreement may only be varied in accordance with the *Workplace Relations Act 1996 [Cth]* or any successor thereto.

## **31. SAVINGS**

31.1 No existing Employee is to be disadvantaged in respect of their employment through the implementation of the qualification requirements and commencing salary provisions of this Agreement.

31.2 An Employee, whether ongoing or fixed-term, who is re-employed by the same or another Employer respondent to this Agreement shall not be disadvantaged in respect of their employment through the implementation of the qualification requirements and commencing salary provisions of this Agreement. Providing that this provision does not apply to Employees who have a break of more than 6 months between their contracts of employment with a respondent.

## **32. SUPERANNUATION**

32.1 The employer will make employer superannuation contribution payments equivalent to those required by the Superannuation Guarantee (Administration) Act 1992 [Cth] to a

complying superannuation fund for all employees who are members of an accumulation superannuation scheme regardless of age.

32.2 Where an employee is a member of a public sector defined benefits superannuation fund, the existing superannuation arrangements shall continue to apply. Should that employee cease to be eligible to be a member of that defined benefits scheme or, on account of age, exempt out of the scheme's arrangements, the employer shall apply the arrangements specified in clause 32.1 to the employee.

### **33. PRO RATA LONG SERVICE LEAVE**

The employee other than a casual may access the Long Service Leave entitlements in the Award (AP816514) on a pro rata basis after 7 years service.

### **34. MATERNITY AND ADOPTION LEAVE**

The entitlement to paid Maternity Leave and paid Adoption Leave in the Award (AP816514) will be increased from 12 to 14 weeks.

## SCHEDULE 1 – SALARIES

1. Employees shall be paid the salary appropriate to their classification as set out in the table below:

Classification	Salary	Salary	Classification	Salary	Salary	Salary	Salary
1/10/2008	30/09/2008	1/10/2008	1/07/2009	1/07/09	1/10/2009	1/10/2010	1/10/2011
SE3	\$71,055	\$75,674	SE3	\$77,500	\$80,019	\$82,619	\$87,000
SE2.2	\$70,100	\$74,657	SE2	\$75,000	\$77,438	\$79,954	\$84,500
SE2.1	\$67,254	\$71,626					
SE1.2	\$66,651	\$70,983	SE1	\$72,500	\$74,856	\$77,289	\$82,000
SE1.1	\$65,764	\$70,039					
AST	\$65,021	\$69,247	T5	\$70,000	\$72,275	\$74,624	\$79,500
T4.2	\$62,788	\$66,869	T4.2	\$66,869	\$69,042	\$71,286	\$73,603
T4.1	\$59,007	\$62,842	T4.1	\$62,842	\$64,884	\$66,993	\$69,170
T3.2	\$57,488	\$61,225	T3.2	\$61,225	\$63,215	\$65,269	\$67,391
T3.1	\$53,485	\$56,962	T3.1	\$56,962	\$58,813	\$60,724	\$62,698
T2.2	\$52,392	\$55,797	T2.2	\$55,797	\$57,610	\$59,483	\$61,416
T2.1	\$49,337	\$52,544	T2.1	\$52,544	\$54,252	\$56,015	\$57,835
T1.2	\$45,475	\$48,431	T1.2	\$48,431	\$50,005	\$51,630	\$53,308
T1.1	\$42,326	\$45,077	T1.1	\$45,077	\$46,542	\$48,055	\$49,616

2. Casual teachers shall be paid the rates as set out in the table below:

New casual hourly rates and requirements (Rates apply all hours)	The casual rates in this column apply from the date of lodgment of the MBA with the Workplace Authority	1 July 2009	1 October 2009	1 October 2010	1 October 2011
Casual - Diploma Qualified -Teaching Duty Hour	\$54.85*	\$57.00	\$58.85	\$60.77	\$62.74
Casual – Certificate IV Qualified - Teaching Duty Hour		\$54.85	\$56.63	\$58.47	\$60.37
Casual – Diploma Qualified – Non Teaching Duty Hour	\$37.28*	\$38.74	\$40.00	\$41.29	\$42.64
Casual – Certificate IV Qualified – Non Teaching Duty Hour		\$37.28	\$38.49	\$39.74	\$41.03

**Notes:**

1. Salary increases for all teachers are:  
  
6.5% - 1/10/08, 3.25% - 1/10/09, 3.25% - 1/10/10 & 3.25% - 1/10/11
2. The first increase date of 1 October 2008 applies to all on-going and fixed term staff employed on the date of lodgment of the MBA with the Workplace Authority. Fixed term staff whose term of employment concluded between 1 October 2008 and the date of lodgment of the MBA with the Workplace Authority shall not be entitled to payment of backpay.
3. Classification changes occur on 1 July 2009 and involve a new T5 classification and broadbanding of Senior Educator Levels 1 and 2. The new four level casual teacher structure also commences on 1 July 2009.
4. \* The casual teacher rates in column 2 above will only apply to casuals employed on and from the date the MBA is lodged with the Workplace Authority.
5. T 5 translation arrangements - teachers currently classified at T4.2 must have served 12 months at that classification before translation to the new T5 classification on or after 1 July 2009.
6. If a successor agreement(s) is/are not agreed by 30 September 2012, there will be a further salary increase for all teachers equal to the escalation rate under the then operative Departmental Funding Model from 1 October 2012. Such increase will form part of the first salary increase in the successor agreement(s).

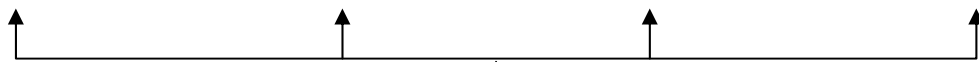
## **SCHEDULE 2 - EMPLOYER RESPONDENTS**

### **Boards of:**

1. Bendigo Regional Institute of Technical and Further Education;
2. Box Hill Institute of Technical and Further Education;
3. Chisholm Institute of Technical and Further Education;
4. Central Gippsland Institute of Technical and Further Education;
5. East Gippsland Institute of Technical and Further Education;
6. Gordon Institute of Technical and Further Education;
7. Goulburn Ovens Institute of Technical and Further Education;
8. Holmesglen Institute of Technical and Further Education;
9. Kangan-Batman Institute of Technical and Further Education;
10. Northern Melbourne Institute of Technical and Further Education;
11. RMIT University;
12. South West Institute of Technical and Further Education;
13. Sunraysia Institute of Technical and Further Education;
14. Swinburne University of Technology;
15. The University of Ballarat;
16. Victoria University;
17. William Angliss Institute of Technical and Further Education;
18. Wodonga Institute of Technical and Further Education.

### SCHEDULE 3 - CLASSIFICATION STRUCTURE

<b>Teaching Stream</b>	<b>Industry Consultancy Stream</b>	<b>Curriculum &amp; Project Design Stream</b>	<b>Management Stream</b>
<b>Senior Educator Level 3</b>	<b>Senior Educator Level 3</b>	<b>Senior Educator Level 3</b>	<b>Senior Educator Level 3</b>
<b>Senior Educator Level 2</b>	<b>Senior Educator Level 2</b>	<b>Senior Educator Level 2</b>	<b>Senior Educator Level 2</b>
<b>Senior Educator Level 1</b>	<b>Senior Educator Level 1</b>	<b>Senior Educator Level 1</b>	<b>Senior Educator Level 1</b>



<b>Teacher 5</b>
<b>Teacher 4.2</b>
<b>Teacher 4.1</b>
<b>Teacher 3.2</b>
<b>Teacher 3.1</b>
<b>Teacher 2.1</b>
<b>Teacher 2.1</b>
<b>Teacher 1.2</b>
<b>Teacher 1.1</b>

## **SCHEDULE 4 – CLASSIFICATION STANDARDS**

This Schedule wholly replaces Schedule 2 of the Award.

### **General Classification Context and Task Level for Teachers and Senior Educators**

Positions classified as Teacher or Senior Educator have the following characteristics. Some tasks will be more appropriate to the senior levels of the Teacher classification or to one of the streams within the Senior Educator classification.

- Work within the Institute policies, procedures and other legislative/regulatory requirements.
- Select and deliver appropriate teaching and learning materials.
- Develop and modify appropriate teaching and learning materials.
- Facilitate and assess the learning process of Institute students in a range of contemporary TAFE settings.
- Determine the training needs of commercial clients.
- Maintain accurate records of student, progress and assessment in accordance with established policies and procedures.
- Prepare and maintain teaching and learning resources.
- Supervise and monitor student progress.
- Liaise with the Employers of Institute students, New Apprenticeship Centres and other institutions as appropriate to ensure the establishment of strong co-operative arrangements.
- Undertake administrative duties directly related to the teaching function, including the utilisation of Institute systems.
- Participate in meetings and other activities relevant to the role of the position and the organisational area.
- Participate in networks beyond the Institute.
- Participate in professional development.
- Provide pre-course advice to students and participate in student selection and induction.

### **Teacher Classification (T 1 to T 5)**

#### Classification Context and Task Level

The Teacher classification encompasses duties and requirements applicable to new entrants into the Institute's teaching workforce and to experienced Teachers.

Teachers classified as Teacher Level 1 will generally be under close supervision and guidance of a Teacher Level 2 or above and their focus will generally be on working with students in a direct teaching role. The teaching function will develop with experience and more highly developed skills and knowledge.

As Employees progress to the higher Teacher levels they take responsibility within assigned areas of work for preparing, conducting and assessing TAFE education programs. They assist Senior Educators in a range of activities associated with the effective operation of TAFE education programs.

Teaching roles will include planning and conducting teaching, conducting and evaluating assessment and pastoral care.

In addition to the characteristics outlined in the “General Context and Task Level for Teachers and Senior Educators”, the requirements and typical functions of a Teacher are consistent with the following:

#### Typical Functions

- Assist others with program related administrative tasks.
- Assist team members with resource evaluation and moderation of standards leading towards interpretation of course materials.
- Provide assistance with staff induction.
- Provide advice and guidance within areas of specialist expertise.
- Assist in providing advice with team developmental needs.
- Assist with counseling.
- Assist with staff selection.
- Determine instructional strategies.
- Coordinate student resources.
- Customize units and courses as appropriate to meet client needs.
- Liaise as appropriate with specialist inter Training Provider networks and learning communities.
- Conduct teaching programs.
- Establish and maintain a learning environment, including encouraging students to take responsibility for their own learning.
- Assist with diagnosing learning difficulties and identifying appropriate teaching strategies.
- Assist in relation to the establishment, maintenance and review of teaching programs.

#### Judgement, Problem Solving, Accountability and Extent of Authority

- Provide basic pastoral care to students leading to more complex problem resolution.
- Exercise judgment and initiative.
- Supervise and guide entry level Teachers.
- Work independently and in a team environment.
- Plan and prioritise work schedule.
- Set and achieve teaching objectives.
- Manage the learning process, including student participation and preparation of student learning plans.
- Refer learning difficulties.
- Take an active role in own professional development.



- Provide authoritative advice to stakeholders in relation to learning needs of students and training needs of Employers.
- Encourage and support innovative strategies.
- Provide leadership in specialist areas within the teaching department and across the Institute.
- Set priorities, plan and manage resources.
- Trial and report on innovative delivery strategies.

#### Organisational Relationships and Impact

- Consult and provide educational services under the direction of Senior Educators.
- Provide a well developed range of teaching strategies to TAFE students and other clients both within and external to the Institute.
- Communicate with course stakeholders as appropriate.
- Plan and conduct information sessions and student selection processes, as appropriate.
- Provide contact point for course content and student issues.
- Undertake a range of administrative, coordination, and learning services activities directly related to the areas taught.

#### Specialist Skills and Knowledge

- Research, develop and improve TAFE curriculum and teaching and learning methods.
- Develop teaching and learning strategies and materials.
- Conduct student entry level assessment.
- Research and prepare own teaching materials and for utilization across the Institute.
- Adapt learning and assessment materials to cater for different students, learning environments, facilities and resources.
- Develop leadership and mentoring skills.
- Develop project and or research skills.
- Moderate validation of outcomes.
- Develop curriculum and/or consultative duties as appropriate.
- Package accredited courses as identified.
- Develop and design courses.

#### **General Background to Senior Educator Classifications**

The Senior Educator class covers the following streams:

- Management;
- Curriculum/Project Design and Support Service
- Industry consultancy
- Teaching

#### Definitions:

Co-ordinate:	To bring into common action; to harmonise; to integrate.
Supervise:	To oversee for direction; to inspect with authority; to guide and inspect with immediate responsibility for purpose or performance; to superintend.
Manage:	To administer, supervise and coordinate staff and resources and achieve a pre-determined outcome.
Lead:	To lead or direct a course or in the direction of; to channel, to direct the operations of.

## **Senior Educator 1 Classification**

### Classification Context and Task Level

Employees appointed to this classification may supervise an organisational unit and/or may perform high level specialist educational functions.

In addition to the provisions outlined in the descriptors for “General Context and Task Level for Teachers and Senior Educators” and the “Teacher Classification (T1 to T5)”, the requirements and typical functions of a Senior Educator 1 are consistent with the following:

### Typical Functions

- Coordinate and supervise resources.
- Manage a team of staff.
- Manage the design, development, delivery and evaluation of innovative, customised, high quality vocational education and training.
- Induct staff.
- Coordinate administrative requirements.
- Produce tenders and submissions in conjunction with other Senior Educators and Teachers.
- Manage training needs analysis and skills audits for clients.
- Provide specialist skills as appropriate within the Institute, and the wider community in Victoria, nationally or internationally.
- Apply counseling skills as appropriate.
- Conduct action-based research and prepare briefing papers on curriculum, teaching or management services as appropriate.
- Maintain program operations data as per audit requirements.
- Ensure graduation candidates are verified.
- Ensure student results are completed.
- Develop individualised self-paced learning materials.
- Develop and implement assessment systems.

### Judgement, Problem Solving, Accountability and Extent of Authority

- Knowledge of problem solving strategies.
- Coordinate and supervise a functional area of delivery through a range of activities including planning, budgeting, developing strategies, managing contracts and implementing policies.

- Establish timetables/timelines.
- Identify, negotiate and manage resource requirements.
- Plan and implement/coordinate programs/projects.
- Responsible for discretionary decision making relative to delegated budget.

#### Organisational Relationship and Impact

- Contribute to the development of institute-wide educational and administrative policies and procedures.
- Provide advice and make submissions to internal and external stakeholders.
- Provision of professional advice and assistance to teaching staff and Institute clients on curriculum, educational or consultative service requirements for innovative and effective education and training which meets the needs of learners, their Employers and the community. The work may involve contractually negotiated industry, public sector, and community-based programs.
- Provide high-level professional advice and assistance to teaching staff and Institute clients.
- Represent the Institute or the TAFE system to external bodies.

#### Specialist Skills and Knowledge

- Knowledge of conflict resolution skills.
- Knowledge of negotiation strategies.
- Demonstrated highly developed teaching skills.
- Extensive knowledge and demonstrated skill of at least one teaching area.
- Demonstrated understanding of the application of the full range of teaching methodologies, techniques and standards appropriate to subject areas within management/leadership role.
- Keep abreast of and advise on current and emerging education trends.
- Develop effective processes for the evaluation and validation of programs, systems and structures within or external to TAFE.
- Develop and maintain quality control systems.
- Apply research, analytical and innovative skills.
- Apply extensive knowledge and experience in specialist expertise area/s.

### **Senior Educator 2 Classification**

#### Classification Context and Task Level

Employees appointed to positions at this classification:

- Manage the educational and/or business activities and/or services of a large and complex organisational unit or units.
- Play a major role with senior representatives of associated client groups and other key stakeholders.

- Undertake a highly developed educational leadership role requiring extensive management and/or teaching skills.

In addition to the provisions outlined in the descriptors for “General Context and Task Level for Teachers and Senior Educators” and the “Teacher Classification (T1 to T5)”, and the “Senior Educator 1 Classification”, the requirements and typical functions of a Senior Educator 2 are consistent with the following:

#### Typical Functions

- Lead the design, development, delivery and evaluation of innovative, customised, high quality vocational education and training responses for identified students and clients.
- Manage recruitment and selection of staff.
- Manage induction process.
- Provide support and mentoring to team.
- Assist staff to identify professional development opportunities.
- Provide staff coaching and counselling.
- Propose and implement a range of programs/courses for future delivery together with other Senior Educators and Teachers.
- Examine and make recommendations on alternative flexible delivery strategies.
- Initiate project development.
- Provide advice on improvements to records management systems.

#### Judgement, Problem Solving, Accountability and Extent of Authority

- Well developed problem solving skills.
- Manage resources and a team of staff providing services to students/commercial clients.
- Manage a functional or specialist area of delivery.
- Ability to lead and manage teaching programs.
- Operate within operational autonomy.
- Manage a budget.
- Provide necessary resources for program maintenance and development.
- Provide advice to Institute management on costing and resourcing implications of proposed programs.
- Advise on cost effective delivery strategies.
- Undertake responsibility for tenders and submissions.
- Coordinate staffing and resources across a number of campuses within a discipline area and/or external to the Institute.

#### Organisational Relationships and Impact

- Develop institute-wide educational and administrative policies and procedures.
- Negotiate for internal and external resources.
- Play an active role in establishing and enhancing links with the greater community to further education in practice.
- Enable the efficient integration of delivery strategies across departmental boundaries.

## **Senior Educator 3 Classification**

### Classification Context and Task Level

Employees appointed to this classification:

- Are highly skilled educational leaders and managers who have acknowledged excellence in academic leadership and developing strategic directions.
- Have significant educational and/or business focussed functions and responsibilities.
- A strategic focus aimed at developing links within and external to the TAFE community, focusing on long-term staff projections and team developmental needs.

In addition to the provisions outlined in the descriptors for the “General Context and Task Level for Teachers and Senior Educators”, the “Teacher Classification (T1 to T5) ” and the “Senior Educator 1 & 2 Classifications”, the requirements and typical functions of a Senior Educator 3 are consistent with:

### Typical Functions

- Responsible for projects that involve major change.
- Plan long-term resourcing needs.
- Provide support to team.
- Research and initiate continuous improvement strategies in delivery, assessment strategies, modes of learning and reporting.
- In conjunction with other Senior Educators prepare and deliver professional development for Teachers.
- Make a significant contribution to teaching strategies and directions.
- Undertake a significant role in ensuring quality teaching recruitment, including induction.
- Significant contribution to the research, development and implementation of course for the education and/or professional development of teachers.

### Judgement, Problem Solving, Accountability and Extent of Authority

- Demonstrated capacity to resolve complex problems.
- Lead and manage large functional or specialist operations.
- Provide academic leadership in the Institute and across the TAFE system.
- Operate within a high degree of operational autonomy.
- Lead and manage a complex team.
- Manage staffing projections.
- Evaluate team developmental needs including professional developmental plans and multi-skilling needs.
- Manage a substantial budget.

### Organisational Relationship and Impact

- Negotiate extensively with Industry, Government and other stakeholders on matters that have significant, long term, operational impact.
- Lead the development, review and implementation of Institute strategic educational plans, initiatives and policies.
- Highly developed capacity to resolve complex conflict.
- Make a significant contribution to strategic directions.
- Investigate costings and resource implications for program areas and negotiate recommendations.
- Source funding, partnership delivery opportunities and other innovative opportunities.
- Promote and represent the department/Institute regionally and beyond, including with government bodies.

Build networks within the wider community and source and develop future training needs.

## **SCHEDULE 5 – QUALIFICATION REQUIREMENTS AND COMMENCING SALARY**

1. This schedule wholly replaces Schedule 3 of the Award (AP816514).
2. This schedule shows the qualification requirements for the classifications in this Agreement. Such requirements together with the recognition of teaching and industrial experience or additional study are to be used to determine the commencing salary of an Employee.
3. The following qualifications and experience entitles an Employee to be paid as a Teacher Level 1.

	<i><b>Qualification (Academic or Trade)</b></i>	<i><b>Work Experience (Years)</b></i>
a.	Bachelor degree (or equivalent)	2
b.	Two year post year 12 Diploma (or equivalent)	3
c.	Certificate IV (or equivalent)	4
d.	Certificate III (or equivalent)	8

4. An Employee who has the qualifications and experience listed in clause 3(a) or (b) or (c) or (d) and who has also completed a Certificate IV in Training and Assessment or equivalent is entitled to be paid as a Teacher Level 1.2
5. An Employee who has the qualifications specified in clause 4 above and who has a completed a course of teacher training accredited at diploma (Australian Qualifications Framework Level 5) which includes supervised teaching practice and studies in teaching methodology or equivalent is entitled to be paid as a Teacher Level 3.1.
6. An Employee shall not be eligible for promotion or appointment as a Senior Educator unless they are fully qualified.
7. For each completed year of actual teaching experience after becoming fully qualified, a teacher on commencement shall receive one increment.
8. Subject to meeting the qualification requirements for incremental progression in this Agreement, a maximum of two increments on commencement shall be paid for experience and qualifications approved in the circumstances, or combination of circumstances, as detailed below:
  - 8.1 for each two years of approved actual teaching experience prior to becoming fully qualified a teacher shall receive one increment;

- 8.2 for each two years of approved industrial experience in excess of the years listed in clause 3 of this schedule a teacher shall receive one increment;
- 8.3 for the purpose of this clause industrial experience shall relate directly to the qualifications held and to the subjects taught by the teacher and will normally be gained concurrently with or after the acquisition of the related qualification;
- 8.4 for each year of approved additional studies a teacher shall receive one increment.

‘Fully qualified’ means possessing qualifications which entitle an Employee to be appointed at, or progress to, the maximum sub-divisional point of the Teacher classification.

9. Subject to meeting the qualification requirements of this Schedule and Clauses 19.3.1 and 19.3.2 of this Agreement, where a casual employee is converted to a fixed term or ongoing position by the employer each 400TDH casual prior service with the employer shall be recognised as one increment when establishing the commencing salary.



## **SCHEDULE 6 – TAFE TEACHERS’ CONDITIONS OF EMPLOYMENT (VICTORIA) AWARD 2002 (AP816514)**

### ***INTRODUCTION TO SCHEDULE 6***

**[Note: the terms and conditions of employment in this Schedule are derived from the above award and are modified only to the extent necessary to remove prohibited content. The Award is not called up by or incorporated by this Schedule of the Agreement, rather all relevant terms and conditions of the award are included in this Schedule and operate as specified by this Schedule.]**

### **AP816514 - TAFE Teachers’ Conditions of Employment (Victoria) Award 2002**

**This AIR consolidated award incorporates all amendments up to and including 25 March 2006 ([PR969417](#)).**

Clauses affected by the most recent amendment(s) are:

- 2. Arrangement
- 5. Definitions
- 10. Facilitative provisions
- 15. Casual employment
- 16. Classification structure
- 17. Rates of pay
- 18. Hours of work
- 19. General provisions
- 21. Annual leave
- 22. Personal leave
- 23. Bereavement leave
- 26. Long service leave
- 27. Parental leave
- 28. Maternity leave
- 29. Adoption leave
- 30. Paternity leave
- Schedule 1 - Annual salaries and casual rates of pay
- Schedule 2 - Classification standards
- Schedule 3 - Qualification requirements and commencing salary

#### **About this Award:**

This award consolidates TAFE Teachers’ Conditions of Employment (Victoria) Interim Award 1994 [AW799750/T0489].

Printed by authority of the Commonwealth Government Printer.

#### **Disclaimer:**

Please note that this consolidated award is prepared by the Australian Industrial Registry and is believed to be accurate but no warranty of accuracy or reliability is given and no liability is accepted for errors or omissions or loss or damage suffered as a result of a person acting in reliance thereon.

Copies of official decisions, awards and orders of the Australian Industrial Relations Commission can be accessed at no cost through the Commission's web site ([www.airc.gov.au](http://www.airc.gov.au)) or purchased from any office of the Australian Industrial Registry.

AP816514 [Pre-Reform AIR Consolidation]

AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

*Workplace Relations Act 1996*

Review of award pursuant to Item 51 of Part 2 of Schedule 5 of the  
*Workplace Relations and Other Legislation Amendment Act 1996*  
(C No. 00777 of 1998)

**TAFE TEACHERS' CONDITIONS OF EMPLOYMENT (VICTORIA)**

**INTERIM AWARD 1994**

(ODN C No. 31211 of 1993)

[Print L4483 [AW799750]]

Various employees

Educational services

JUSTICE MUNRO

SYDNEY, 23 AUGUST 2002

*Award simplification.*

**ORDER**

A. Further to the decision issued by the Commission on 23 August 2002 [[PR921566](#)] the above award is varied as follows:

By deleting all clauses and schedules and inserting the following:

**PART 1 - APPLICATION AND OPERATION OF AWARD**

**1. AWARD TITLE**

This award shall be known as the TAFE Teachers' Conditions of Employment (Victoria) Award 2002.

**2. ARRANGEMENT**

[2 amended by [PR969417](#)]

This award is arranged follows:

### **Part 1 - Application and operation of award**

1. Award title
2. Arrangement [[PR969417](#)]
3. Parties bound
4. Anti-discrimination
5. Definitions [[PR969417](#)]
6. Commencement date and duration
7. Relationship with other award
8. Savings clause

### **Part 2 - Award flexibility**

9. Enterprise flexibility provisions
10. Facilitative provisions [[PR969417](#)]

### **Part 3 - Communication, consultation and dispute resolution**

11. Consultative arrangements
12. Dispute resolution procedure

### **Part 4 - Employment relationship arrangements**

13. Types of employment
14. Part-time employment
15. Casual employment [[PR969417](#)]

### **Part 5 - Wages and related matters**

16. Classification structure [[PR969417](#)]
17. Rates of pay [[PR969417](#)]

### **Part 6 - Hours of work, breaks, overtime**

18. Hours of work [[PR969417](#)]

### **Part 7 - Leave of absence and public holidays**

19. General provisions [[PR969417](#)]
20. Public holidays
21. Annual leave [[PR969417](#)]
22. Personal leave [[PR969417](#)]
23. Bereavement leave [[PR969417](#)]

24. Court attendance leave
25. Military leave
26. Long service leave [\[PR969417\]](#)
27. Parental leave [\[PR969417\]](#)
28. Maternity leave [\[PR969417\]](#)
29. Adoption leave [\[PR969417\]](#)
30. Paternity leave [\[PR969417\]](#)
31. Special leave

**Schedule 1 - Annual salaries and casual rates of pay [\[PR969417\]](#)**

**Schedule 2 - Classification standards [\[PR969417\]](#)**

**Schedule 3 - Procedures for determining commencing salary [\[PR969417\]](#)**

**Schedule 4 - Employer respondents**

### **3. PARTIES BOUND**

This award shall apply to and be binding on:

- 3.1** The employers specified in Schedule 4 - Employer respondents; and
- 3.2** The Australian Education Union in respect of persons employed by respondents to this award who are members of the union or eligible to be members of the union.

### **4. ANTI-DISCRIMINATION**

**4.1** It is the intention of the respondents to this award to achieve the principal object in s.3(j) of the *Workplace Relations Act 1996* through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

**4.2** Accordingly, in fulfilling their obligations under the dispute avoidance and settling clause, the respondents must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.

**4.3** Nothing in this clause is taken to affect:

- 4.3.1** any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
- 4.3.2** an employee, employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission;
- 4.3.3** the exemptions in s.170CK(3) and (4) of the Act.

### **5. DEFINITIONS**

In this award, unless a clause contains a contrary definition:

**5.1 Approved** means approved by agreement between the employer and the union;

**5.2 Approved actual teaching experience** means experience which may include: teaching experience; service in a position for which educational qualifications and experience is a prerequisite for appointment; leave for industrial experience or return to work purposes; experience in a position requiring the coordination, supervision or management of persons involved in a teaching function.

**5.3 Approved additional studies** means an approved course of study that is of at least one year in duration; was not awarded on the basis of credits granted from the teacher's base qualifications; and is relevant to teaching in TAFE, e.g., a Bachelor of Education.

**5.4 Casual teacher** means a person employed to teach 0.4 time fraction or less and paid on an hourly basis.

[5.4A inserted by [PR969417](#) ppc 07Mar06]

**5.4A Child** - for the purposes of clauses 27 - 30 (ie, for Parental, Maternity, Adoption & Paternity Leave), means a child of the employee under school age or a child under school age who is placed with the employee for the purposes of adoption other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

**5.5 Class** means any grouping of students for the primary purpose of education or instruction.

**5.6 Industrial experience** means experience that is normally gained after the commencement of the relevant qualification and includes relevant paid employment; relevant performance or exhibition; relevant unpaid experience; approved alternative employment where no employment of direct relevance to the teaching area and the qualification can reasonably be expected. Childcare and family responsibilities may be approved for half of the industrial experience requirement.

**5.7 Institute** means an institution providing technical and further education and shall include but not be limited to Institutes listed in Schedule 4 - Employer respondents.

**5.8 Institute council** means the body constituted to oversee and manage the Institute.

**5.9 Commission** means the Australian Industrial Relations Commission or its successor.

**5.10 Contract teacher** means a teacher employed for a fixed or limited term by the Institute Council.

**5.11 Director**, unless the contrary intention appears, means the Chief Executive Officer of the Institute or the divisions of other institutions which provide technical and further education.

**5.12 EFT** means equivalent full-time.

**5.13 Employee** has the same meaning as **teacher**.

**5.14 Employer** means the Council of an Institute or other Institution specified in Schedule 4 - Employer respondents.

**5.15 Full-time teacher** means a person employed for 1.0 time fraction.

[5.16 substituted by [PR969417](#) ppc 07Mar06]

**5.16 Fully qualified** means possessing qualifications which entitle an employee to be appointed at, or progress to, the maximum sub-divisional point of the Teacher classification

**5.17 Ordinary hourly rate** means:

$$\frac{\text{annual salary} \times 14}{365.25 \times 76}$$

**5.18 Ordinary hours of duty** means 8.00 a.m. to 5.00 p.m. Monday to Friday.

**5.19 Part-time teacher** means a person, other than a casual teacher, employed on a time fraction less than a full-time teacher.

**5.20 Post year 12 in Schedule 3** means a qualification for which a prerequisite of entry is the Victorian Certificate of Education or equivalent.

**5.21 Scheduled duty** includes teaching duty.

**5.22 Schedules** means the schedules annexed to this award.

[5.22A inserted by [PR969417](#) ppc 07Mar06]

**5.22A Spouse** in relation to an employee means a husband or a wife or a person who lives with the employee as husband, wife or same sex partner on a bona fide domestic basis although not legally married, provided that for the purpose of adoption leave spouse does not include a former spouse.

**5.23 Subdivision** means salary subdivision and represents a point on a salary scale.

**5.24 TAFE** means Technical and Further Education.

[5.25 substituted by [PR969417](#) ppc 07Mar06]

**5.25 Teacher** means any person employed to teach or lecture or to manage and/or develop a TAFE program or programs, but does not mean a person holding a position classified as a

TAFE Executive Officer pursuant to Ministerial Directions or Orders issued in accordance with the *Vocational Education and Training Act 1990 [Vic.]* or its successor.

**5.26 The Act** means unless otherwise specified the *Workplace Relations Act 1996* as amended from time to time.

**5.27 Union** means the Australian Education Union.

**5.28 Year in Schedule 3** means a full-time year or equivalent.

## **6. COMMENCEMENT DATE AND DURATION**

This award shall come into operation from the first pay period commencing on or after 23 August 2002 and shall continue in operation for a period of twelve months.

## **7. RELATIONSHIP WITH OTHER AWARD**

This award supersedes the TAFE Teachers' Conditions of Employment (Victoria) Interim Award 1994 [Print L4483 [AW799750]].

## **8. SAVINGS CLAUSE**

Nothing in this award shall in itself operate to reduce the conditions of employment of an employee which were in existence immediately prior to or at the commencement of this award in respect of allowable matters.

## **PART 2 - AWARD FLEXIBILITY**

### **9. ENTERPRISE FLEXIBILITY PROVISIONS**

(See ss.113A and 113B of the Act)

Where an employer or employees wish to pursue an agreement at the enterprise or workplace about how the award should be varied so as to make the enterprise or workplace operate more efficiently according to its particular needs, the following process shall apply:

**9.1** A consultative mechanism and procedures appropriate to the size, structure and needs of the enterprise or workplace shall be established.

**9.2** For the purposes of the consultative process the employees may nominate the union or another to represent them.

**9.3** Where agreement is reached an application shall be made to the Commission.

### **10. FACILITATIVE PROVISIONS**

**10.1** This award contains facilitative provisions which allow agreement between an employer and employees on how specific award provisions are to apply at the workplace or section or sections of it. The facilitative provisions are identified in 10.3.

**10.2** The specific award provisions establish both the standard award condition and framework within which agreement can be reached as to how the particular provisions should be applied in practice. Facilitative provisions are not used as a device to avoid award obligations nor should they result in unfairness to an employee or employees covered by this award.

[10.3 substituted by [PR969417](#) ppc 07Mar06]

**10.3** The facilitative provisions contained in this award are contained in the following clauses:

<b>Subject matter</b>	<b>Clause number</b>
Part-time employment	14.3
Skill-based career path	16.3.3, 16.3.4, 16.3.5(a)
Annual leave loading	17.3.3
Hours of work	18.7.3, 18.7.3(a), 18.8.2, 18.9.1(a)
Public holidays	20.3
Annual leave	21.3, 21.4
Long service leave	26.1, 26.9
Parental leave	27.2

### **PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

#### **11. CONSULTATIVE ARRANGEMENTS**

**11.1** At each Institute covered by this award the employer and employees and, and where the employees nominate, the Union, may establish a mechanism and procedures which enables them to communicate and consult about matters arising out of this award which they agree would assist in achieving and maintaining co-operative workplace relations and mutually beneficial work practices.

**11.2** Teachers shall be involved in broadly based representative committees with structures and functions determined by the Institute council.

**11.3** The employer shall regularly discuss with the union implementation of the award.

#### **12. DISPUTE RESOLUTION PROCEDURE**

**12.1** A dispute or grievance arises where an Employee on the one hand or the Employer on the other are aggrieved by a decision or action, or a failure to make a decision or act in relation to matters that arise out of, or are reasonably incidental to, matters covered by this Agreement.



12.2 The Employee has the right to seek advice from and be represented by the industrial organisation entitled to represent his or her interests at all stages of this procedure.

12.3 Any claim or dispute which arises shall, where possible, be settled by discussion between the Employee and the immediate supervisor. The supervisor shall inform the Employer of the existence of this dispute who may then advise and represent the supervisor.

12.4 The parties to the dispute should use their best endeavours to ensure the continuation of work as normal. This includes the maintenance of the pre-existing status quo or establishment of a mutually acceptable holding position pending the resolution of the dispute.

12.5 If unresolved, either party shall have access to a dispute settlement committee within seven days unless otherwise agreed.

12.6 The dispute settlement committee shall be a committee of the Institute Board and shall consist of:

- two nominees of the Institute Board; and
- two nominees of the employee (excluding family members or legal practitioners) one of whom may be an officer of the industrial organisation entitled to represent the interests of the employee

12.7 The dispute settlement committee shall determine its own procedures for the purpose of considering the dispute but shall be required to report to the Institute Board within five working days of being established.

12.8 On receiving the report from the dispute settlement committee, the Institute Board shall indicate in writing whether the recommendations of the dispute settlement committee have been accepted or not. This decision shall be communicated in writing to the dispute settlement committee and the parties to the dispute within ten working days of receiving the report from the dispute settlement committee.

12.9 A dispute subject to this clause shall be resolved where the parties to the dispute reach agreement which is approved by the Institute Board.

12.10 If unresolved, either party may notify the Australian Industrial Relations Commission. The Commission may use powers of conciliation and arbitration to resolve the issue/s in dispute.

12.11 The procedures outlined above do not apply to a bona fide health and safety issue.

## **PART 4 - EMPLOYMENT RELATIONSHIP ARRANGEMENTS**

### **13. TYPES OF EMPLOYMENT**

Teachers under this award will be employed in one of the following types of employment:

**13.1** ongoing appointment on a full-time or regular part-time basis; or

**13.2** fixed-term appointment on a full-time or regular part-time basis; or

**13.3** engagement on a casual basis.

#### **14. PART-TIME EMPLOYMENT**

**14.1** The provisions of this award apply on a pro rata basis to teachers, other than casual teachers, employed less than 38 hours per week and/or less than 52 weeks per annum.

**14.2** Regular part-time employment may be available to allow teachers to work a portion of the normal workload of a full-time teacher.

**14.3** A teacher may apply to the employer for a temporary adjustment of their position to part-time. The employer shall determine the application having regard to the teacher's reasons and the operational requirements of the Institute and shall not unreasonably refuse the application. Reversion to the full-time position will occur twelve months after commencing part-time unless otherwise negotiated.

#### **15. CASUAL EMPLOYMENT**

[15 substituted by [PR969417](#) ppc 07Mar06]

**15.1** Teachers employed on a casual basis shall not be employed beyond a maximum of 0.4 of the maximum teaching duty hours prescribed for full-time teachers.

**15.2** Casual employees are not entitled to personal leave but subject to notice and evidentiary requirements outlined in clauses 22.1.5 – 22.1.6, a casual employee is entitled to not be available to attend work, or to leave work:

- if they need to care for member/s of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
- upon the death in Australia of an immediate family or household member.

**15.3** The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (ie two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

**15.4** The employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause.

**15.5** Clauses 15.2 – 15.4 are not intended to alter the nature of casual employment and the rights of an employer to engage or not to engage a casual employee are otherwise not affected.

## **PART 5 - WAGES AND RELATED MATTERS**

### **16. CLASSIFICATION STRUCTURE**

[16.1 substituted by [PR969417](#) ppc 07Mar06]

**16.1** The classification structure will comprise:

**16.1.1** A Senior Educator Class consisting of three levels with 2 incremental points at Levels 1 and 2. At each level, the Senior Educator class covers 4 streams as follows:

- Management
- Curriculum and Project Design
- Industry Consultancy
- Teaching

**16.1.2** A Teacher Class consisting of 4 levels with 2 incremental points at each level.

[16.2 deleted by [PR969417](#) ppc 07Mar06]

**16.2** Classification standards

[16.3 renumbered as 16.2 by [PR969417](#) ppc 07Mar06]

Positions shall be designated a classification in accordance with the classification standards specified in Schedule 2 - Classification standards. Eligibility requirements for all positions are also specified in Schedule 2 - Classification standards.

**16.3** Skill-based career path

[16.4 renumbered as 16.3 by [PR969417](#) ppc 07Mar06]

**16.3.1** On initial appointment teachers will have access to a short course of induction teacher training. Release to commence the remainder of a recognised teacher training course will occur, for teachers in ongoing employment within twelve months, or earlier, of appointment as a teacher. Release will occur on a part-time basis. The course would normally be completed within two years.

**16.3.2** In relation to a decision by an employer concerning the classification or career path of a teacher, the following principles shall apply:

**16.3.2(a)** Decisions will be on the basis of merit, taking into account appropriate qualifications and experience and fair and equitable application of key selection criteria.

**16.3.2(b)** All employees will receive fair and equitable treatment in all aspects of personnel management without regard to race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

**16.3.2(c)** Equal pay will be provided for work of equal value with appropriate consideration being given to the different requirements of various occupational employment categories.

**16.3.3** It is open to the employer and employees covered by this award to develop and implement a work performance appraisal system, the purpose of which is to review constructively the employees performance in terms of the relevant position description so as to enable progression in a skill-based career path.

**16.3.4** The employer shall involve the employees and the *employees' chosen representative which may include the* union in the design, implementation and review of a performance appraisal process.

**16.3.5** A performance appraisal process shall be designed in accordance with the following principles:

**16.3.5(a)** agreement must be reached between the employer and the employee as to the purposes of the performance appraisal;

**16.3.5(b)** confidentiality provisions must be identified and agreed;

**16.3.5(c)** managers and employees taking part in a performance appraisal process shall be provided with appropriate support, resources, training and development, to ensure commitment and full participation; and

**16.3.5(d)** equal opportunity principles shall be an integral part of planning, implementation and review of a performance appraisal process.

## **17. RATES OF PAY**

**17.1** The salaries payable and casual rates of pay shall be as specified in Schedule 1 - Annual salaries and casual rates of pay.

**17.2** Casual teachers shall be paid for a minimum of two hours for each attendance whether or not the time for which the person is hired is less than two hours and shall receive rates of pay as follows:

[17.2.1 substituted by [PR969417](#) ppc 07Mar06]

**17.2.1** S(1) – non-teaching duty hour rate;  
S(2) – teaching duty hour rate.

[17.2.2 deleted by [PR969417](#) ppc 07Mar06]

**17.3** Annual leave loading

**17.3.1** An annual leave loading of 17.5% of four weeks ordinary time earnings will be paid to full-time teachers.

**17.3.2** Teachers who are employed on a part-time basis and/or for less than a full calendar year are entitled to pro rata application of this clause.

**17.3.3** Annual leave loading will be paid annually on a date set by agreement between the employer and the majority of employees. In the event that there is no agreement, the loading shall be paid in the first pay period in December.

#### **17.4 Annual increment**

[17.4.1 varied by [PR969417](#) ppc 07Mar06]

**17.4.1** Upon appointment, a teacher's commencing salary shall be determined by the Institute Council and shall be based on the teacher's qualifications, skills and experience in accordance with Schedule 3.

[17.4.2 substituted by [PR969417](#) ppc 07Mar06]

**17.4.2** A teacher, whether full-time or part-time, shall, subject to a satisfactory annual review of their performance as measured against the standards set out in Schedule 2 - Classification standards, proceed by annual increment from his or her commencing salary to the maximum salary appropriate to their classification and level as specified in Schedule 1.

[17.4.3 substituted by [PR969417](#) ppc 07Mar06]

**17.4.3** Notwithstanding the provisions of 17.4.2 above, a teacher without a Certificate 4 in Assessment and Workplace Training, or equivalent, shall not progress beyond the first incremental point of the Teacher classification.

[17.4.4 inserted by [PR969417](#) ppc 07Mar06]

**17.4.4** Notwithstanding clause 17.4.2, a teacher who has not completed a course of teacher training accredited at Australian Qualifications Framework Level 5 which includes supervised teaching practice and studies in teaching methodology, or equivalent, shall not progress beyond the fourth incremental point of the Teacher classification or the second incremental point of the relevant Senior Educator classification as appropriate to the classification of the teacher concerned.

### **PART 6 - HOURS OF WORK, BREAKS, OVERTIME**

#### **18. HOURS OF WORK**

[18 substituted by [PR969417](#) ppc 07Mar06]

**18.1** Teachers carry out professional duties for a minimum of 38 hours per week. The actual hours of attendance at the work location are determined within the provisions of this award.

**18.2** Teachers are required to attend their work location for 30 hours per week. Core attendance time is within the ordinary hours of duty.

**18.3** Teachers shall not be required to work for more than five hours without being allowed a meal break of at least 30 minutes. Teachers shall not be required to take meal breaks of more than one hour. Teachers shall not be required to attend during meal breaks. Teachers shall be entitled to take their lunch break between the hours of 12.00 midday and 2.00 p.m. and shall be entitled to take an evening meal break between the hours of 5.00 p.m. and 7.00 p.m.

**18.4** When duties are allocated on the same day the time between duties shall be deemed to be attendance time except for meal breaks specified in 18.3.

**18.5** Teachers are not required to attend on days where duties are not scheduled provided the 30 hours attendance requirement is met.

**18.6** The maximum scheduled duties shall be 960 hours per year (pro rata for part-time or employment for less than the full teaching year).

**18.6.1 Scheduled duties include:**

**18.6.1(a)** time allowances as detailed in 18.7.8;

**18.6.1(b)** a minimum of 30 hours per year of professional development, including retraining and industrial release opportunities;

**18.6.1(c)** duties temporarily assigned to a teacher to cover the absence of a teacher. Such duties shall comprise a maximum of 24 hours per year within which no more than three per fortnight can be required to be performed.

**18.7** The maximum teaching duty hours shall be 800 hours per year (pro rata for part-time or employment for less than the full teaching year).

**18.7.1 Teaching duties includes:**

**18.7.1(a)** practical placement field teaching visits where practical placement is required by the accredited course;

**18.7.1(b)** curriculum time allowances;

**18.7.1(c)** program coordinator and head of department time allowances;

**18.7.1(d)** large department time allowances; and

**18.7.1(e)** administrative and program time allowances.

**18.7.2** Teaching duty hours shall be further reduced when scheduled duties other than teaching duty hours exceeds 160 hours per year.

**18.7.3** Consultation and agreement of a teacher is required for any allocation of more than 21 hours of teaching duties or more than 26 hours of scheduled duties in any one week.

**18.7.3(a)** Duties shall be scheduled for periods of not less than four weeks (**the roster period**). A teacher's attendance pattern within the roster period may only be varied with the agreement of the teacher concerned. Allocations shall be made no less than two weeks prior to the commencement of each roster period.

**18.7.3(b)** The provisions of 18.7.3(a) shall not apply to the first four weeks of a teaching program in the first semester of each year.

**18.7.3(c)** Where classes are cancelled by the Institute, two weeks notice of cancellation shall be provided to the teacher. Where two weeks notice is not given, hours allocated for classes cancelled by the Institute will be deemed to have been taught.

**18.7.3(d)** Subject to 18.7.3(e), teachers on approved leave other than sick leave or annual leave shall be deemed to have performed four hours of teaching duty and 0.8 hours of other scheduled duties for each day of leave.

**18.7.3(e)** Deemed duties pursuant to 18.7.3(d) shall not be used for the purpose of calculating excess hours payments under 18.9.

**18.7.3(f)** Teaching duty hours and other scheduled duties allocated on days approved as sick leave shall be deemed to have been performed.

#### **18.7.4 Curriculum time allowances**

Teachers involved in courses which meet the following criteria shall receive a time allowance of up to 80 hours per year based on the relative proportion of each type of course taught. These time allowances are additional to those specified in 18.7.7. Time allowances are to be deducted from the maximum teaching duty hours:

**18.7.4(a)** Preparation of classes and assessment of programs which are part of degree programs:

- 80 hours per year for a teacher whose total teaching is in these programs or a fraction of 80 hours based on the proportion of a teacher's total teaching in these programs (pro rata for part-time teachers).

**18.7.4(b)** Teaching programs accredited for the Victorian Certificate of Education:

- 80 hours per year for a teacher whose total teaching is in these programs or a fraction of 80 hours based on the proportion of a teacher's total teaching in these programs (pro rata for part-time teachers).

**18.7.4(c)** Teaching in associate diploma programs or equivalent:

- 80 hours per year for a teacher whose total teaching is in these programs or a fraction of 80 hours based on the proportion of a teacher's total teaching in these programs (pro rata for part-time teachers).

**18.7.4(d)** Teachers involved in courses which meet the following criteria shall receive time allowances of up to 80 hours per year depending on the degree to which the duties required meet these criteria:

- moderation of assessments when required by the accredited program;
- work being subject to formal out-of-class examination;
- preparation of assessment materials for formal out-of-class assessment;
- preparation and development of learning or assessment materials for the use of teachers in competency, distance/flexible, articulated or other learning approaches.

The maximum curriculum time allowance available to an individual teacher is 80 hours per year.

**18.7.5** Heads of department and program coordinators time allowances

Heads of department shall receive deductions from teaching duty hours ranging from 240 hours to 560 hours per year. Program coordinators shall receive deductions from teaching duty hours of 240 hours per year. These time allowances are additional to those specified in 18.7.7.

**18.7.6** Large departments

**18.7.6(a)** It is acknowledged that large departments require additional time allowances for coordination.

**18.7.6(b)** Departments of sixteen or more, EFT teachers excluding Heads of department, will receive a coordination time allowance of 30 hours for each extra teacher. These time allowances are additional to those specified in 18.7.7.

**18.7.7** Administrative and program time allowances

**18.7.7(a)** The maximum number of teaching duty hours shall be reduced by 30 hours minimum x number of equivalent full-time teachers. (Teacher and AST).

**18.7.7(b)** The time allowances shall be allocated on an hour for hour basis as follows:



**18.7.7(b)(i)** for Institute wide responsibilities;

**18.7.7(b)(ii)** to departments for allocation of duties by heads of department.

#### 18.7.8 Other time allowances

**18.7.8(a)** OH&S representatives shall be released from normal duties or receive time allowances deducted from scheduled duties as required in accordance with the *Occupational Health and Safety Act (Vic.)*. These time allowances are additional to those specified in 18.7.7.

**18.7.8(b)** Travel which is associated with the conduct and management of teaching programs, compulsory attendance at meetings and the undertaking of other prescribed professional duties shall be counted as scheduled duties. These time allowances are additional to those specified in 18.7.7.

#### 18.8 Work outside the ordinary hours of duty

**18.8.1** Teachers may be requested to perform scheduled duties as part of their ordinary hours of work outside the ordinary hours of duty and between the hours of 9.00 a.m. and 5.00 p.m. on Saturdays and Sundays pursuant to the terms of this clause.

**18.8.2** The allocation of duties at such times shall only be determined following consultation with, and the agreement of, the teacher concerned.

**18.8.3** For each scheduled hour worked:

**18.8.3(a)** outside the ordinary hours of duty; or

**18.8.3(b)** between 9.00 a.m. and 5.00 p.m. on a Saturday,

a loading of 25% of the ordinary hourly rate shall be paid.

**18.8.4** For each scheduled hour worked between 9.00 a.m. and 5.00 p.m. on a Sunday, a loading of 50% of the ordinary hourly rate shall be paid.

#### 18.9 Hours in excess of teaching duty hours

**18.9.1** A teacher shall be paid for excess hours in accordance with 18.9.2 where:

**18.9.1(a)** the allocation of teaching duties is determined following consultation with, and agreement of, the teacher concerned; and

**18.9.1(b)** the teacher is allocated and performs additional teaching duties in excess of:

**18.9.1(b)(i)** those scheduled for the week; or

**18.9.1(b)(ii)** the maximum teaching duties referred to in 18.7.

**18.9.1(c)** Where a teacher agrees to the allocation of teaching duties in excess of the maxima referred to in 18.7.3 he/she shall be paid for excess hours in accordance with 18.9.2 only to the extent that his/her teaching duties exceed 84 hours in the teacher's four week roster period or his/her scheduled duties exceed 104 hours in the four week roster period.

**18.9.2** The following rates for excess hours shall be paid:

**18.9.2(a)** Monday to Saturday inclusive except for public holidays

At the rate of time and a half of the ordinary hourly rate for the first two excess hours on each day and double time thereafter.

**18.9.2(b)** Sunday

In all cases except public holidays at the rate of double time of the ordinary hourly rate.

**18.9.3** A rate of double time and a half of the ordinary hourly rate, for work performed on a public holiday.

**18.9.4** Payment for excess hours shall be made no later than in the fortnight following the roster period in which it was worked.

## **PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **19. GENERAL PROVISIONS**

For the purposes of determining an employee's entitlement to leave, the following shall apply:

[19.1 substituted by [PR969417](#) ppc 07Mar06]

**19.1** Except for casual entitlements under clause 15 and for eligible casuals as defined in clause 27.1 for the purposes of unpaid parental leave of up to 52 weeks as detailed in clauses 28, 29 & 30, an **employee** under this Part shall not include a person engaged as a casual teacher as defined in clause 5.4.

**19.2** Service shall not include:

**19.2.1** any period of unpaid leave other than that which may be recognised as service by the employer;

**19.2.2** any period of service subsequent to the date from which a pension is payable under the provisions of the *State Superannuation Act 1988 (Vic)* or of such other pension schemes as may apply where the employee retires on the grounds of age or ill health until re-employed by an employer respondent to this award.

**19.3** No employee during any period of paid leave provided for by this award shall engage in any employment for hire or reward with an employer known to him or her to be bound by this award.

**19.4** No employer bound by this award shall employ any such employee when such employee is known by the employer to be on any period of paid leave provided for by this award.

## **20. PUBLIC HOLIDAYS**

**20.1** Employees shall be entitled to the following holidays without loss of pay:

**20.1.1** New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and

**20.1.2** the following days, as prescribed throughout the state of Victoria: Australia Day, Anzac Day, Queens Birthday and Labour Day and Melbourne Cup Day;

**20.1.3** If any other day or days as may be gazetted in addition to or in substitution of any of these days by proclamation or Act of Parliament.

**20.2** Provided that:

**20.2.1** When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

**20.2.2** When Boxing Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 28 December.

**20.2.3** When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

**20.3** Subject to agreement between the employer and a majority of affected employees, a public holiday other than the day prescribed in 20.1 above may be observed. If this occurs, the day agreed becomes the award holiday and the actual holiday becomes an ordinary working day. The employer shall advise the union in writing within seven days of any such agreement.

## **21. ANNUAL LEAVE**

**21.1** An employee shall be entitled to twenty days annual leave for each twelve month period of continuous service, or on a pro rata basis for any period of service which is less than twelve months.

**21.2** Annual leave shall accrue from the date of commencement at the rate of 1.67 days for each completed month of service.

**21.3** Annual leave shall be taken within fifteen months of being accrued unless otherwise agreed by the employee and the employer.

[21.4 substituted by [PR969417](#) ppc 07Mar06]

**21.4** Annual leave, including leave taken in excess of the leave credits accrued, shall be taken at a mutually agreeable time having regard to the operation of the employer, provided that a request for leave including a request for leave of four weeks duration or for single day absences not exceeding, in aggregate, 10 days per annum, shall not be unreasonably refused.

**21.5** Annual leave not taken in accordance with 21.3 shall be paid in full to the employee upon expiration of the employee's employment.

**21.6** Notwithstanding 21.1 and 21.2, if an employee's employment is terminated and that employee has taken more paid annual leave than would have been accrued at the rate of twenty days per year, the employer may recoup the amount of paid annual leave in excess of the leave accrued.

## **22. PERSONAL LEAVE**

[22 Sick leave, title changed and substituted by [PR969417](#) ppc 07Mar06]

For the purposes of this clause **immediate family** includes spouse, former spouse of the employee and child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse or former spouse of the teacher.

**22.1** Where an employee is absent from duty by reason of personal illness or injury or is required to provide care and support for a member of the employee's family or household who is ill, personal leave at the ordinary rate of pay shall be granted in accordance with the following provisions:

**22.1.1** On appointment an employee shall be entitled to a credit of fifteen days personal leave on full pay. Upon the completion of the first year of service, personal leave shall be accrued at the rate of 1.25 days per month.

**22.1.2** The employer may grant additional paid leave in advance of entitlement.

**22.1.3** Notwithstanding 22.1.1, if an employee's employment is terminated and that employee has taken more paid personal leave than would have been accrued at the rate of fifteen days per year the employer may recoup the amount of paid personal leave in excess of the leave accrued.

**22.1.4** Unused personal leave shall be cumulative.

**22.1.5** Where practicable any employee shall within three hours of the commencement of such absence inform the employer of his/her inability to attend for duty and as far as practical state the estimated duration of absence.

**22.1.6** An employee shall prove to the satisfaction of the employer that the inability to attend for duty was due to such illness or injury or the need to care for an ill or injured immediate family or household member on the day or days for which personal leave is claimed. The provision of a medical certificate from a registered health practitioner with respect to such illness or injury shall be taken to satisfy the requirements of this clause providing that where the absence is due to the need to care for an ill or injured immediate family or household member, the medical certificate must state that the illness or injury is such as to require care by the employee.

**22.1.7** An employee shall not be required to provide a medical certificate for five days of absence in a calendar year. Provided that an employer may require a certificate for absences in excess of three or more consecutive days.

**22.1.8** Continuous personal leave with pay shall not be granted to an employee for any period exceeding thirteen weeks unless an agreed registered health practitioner certifies that the leave is necessary.

**22.1.9** Where an employee is continuously absent from duty because of personal illness beyond a period of thirteen weeks, the employee shall not be permitted to return to duty until the nominated registered health practitioner certifies fitness to return to duty.

**22.2** A public holiday observed during any period of personal leave taken by an employee shall not be regarded as part of the personal leave.

**22.3** Where an employee with accrued personal leave credits becomes ill for not less than five consecutive days while on long service leave or annual leave, on provision of a medical certificate from a registered medical practitioner, the employee shall be entitled to be placed on personal leave in accordance with this clause and no deduction shall be made from the employee's long service leave or annual leave credits for the days in question.

**22.4** The employer shall recognise the cumulative personal leave credits from the immediate prior employment at any of the following authorities or institutions:

- another Victorian TAFE Institute or University; or
- a Victorian state primary school or state secondary college; or
- the Public Service of Victoria; or
- a public entity as defined by section 5 of the Public Administration Act 2004 (Vic.) or its successor.
- any other previous employer as may be agreed between the employee and the employer at the time of the employee's appointment.

**22.5** Any claim for recognition of cumulative personal leave must be made within six months of the date of appointment.

**22.6** Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to 2 days (15.2hrs) of unpaid leave per occasion providing the requirements of sub-clauses 22.1.5 – 22.1.6 are met.

## **23. BEREAVEMENT LEAVE**

[23 Pressing necessity leave, title changed and substituted by [PR969417](#) ppc 07Mar06]

**23.1** Upon satisfactory evidence, the employer shall grant bereavement leave for up to three days without loss of pay to any employee on each occasion of the death of either a member of the employee's immediate family or household.

**23.2** Additional leave with or without pay shall be granted where it is considered by the employer that the leave provided by 23.1 is inadequate having regard to the circumstances.

## **24. COURT ATTENDANCE LEAVE**

**24.1** An employee required to appear and serve as a juror in any court shall be granted leave at the ordinary rate of pay for the period during which the attendance of the employee at court is required.

**24.2** An employee under a subpoena or order, shall be entitled to attend the relevant jurisdiction as part of their official duties, without loss of pay.

**24.3** To obtain approval for leave under this clause, a leave application must be supported by a copy of the notification that the employee has attended the court.

## **25. MILITARY LEAVE**

**25.1** Leave of absence without loss of pay may be granted for two weeks in any year to a teacher who is a voluntary member of the Citizens' Forces for the purpose of attending annual training and a further four days a year for the same purpose on the certification of the Commanding Officer of the particular service unit concerned.

**25.2** Applications for paid military leave shall be submitted for approval to the employer and satisfactory evidence of attendance at the annual training, shall be forwarded on resumption of duty.

## **26. LONG SERVICE LEAVE**

**26.1** An employee shall be entitled to long service leave of thirteen weeks after ten years service and at the rate of 1.3 weeks for every additional year of service thereafter. Such leave shall be on full pay provided that the employee may elect to convert all or part of the period of entitlement to double the period by taking leave on half pay.

**26.2** Where on the termination of employment payment is made in lieu of long service leave accrued but not taken, the amount of such pay shall be computed on a daily basis equivalent to 1.3 weeks per annum.

**26.3** For the purpose of determining an employee's entitlement to long service leave, the following shall not count as service:

**26.3.1** Any period of service for which payment in lieu of long service leave has been made by a previous employer or for which an employee has an entitlement to payment in lieu by a previous employer. Provided that for the purpose of satisfying the time requirement in 26.1, such service shall be recognised.

**26.3.2** Any period of service with an authority or institution specified in 26.4 which preceded a break of more than twelve months in the employee's continuous employment.

[26.4 varied by [PR969417](#) ppc 07Mar06]

**26.4** Subject to 26.3, for the purpose of determining an employee's entitlement to long service leave employment at any of the following authorities or institutions shall count as service:

- another Victorian TAFE Institute or University; or
- a Victorian state primary school or state secondary college; or
- the Public Service of Victoria; or
- a public entity as defined by section 5 of the Public Administration Act 2004 (Vic.) or its successor.
- any other previous employer as may be agreed between the employee and the employer at the time of the employee's appointment.

**26.5** An employee shall be entitled to have service with previous employers of the employee as provided in 26.4 recognised for the purpose of determining the long service entitlement of the employee provided that:

**26.5.1** An employee shall make any claim for recognition of prior service within six months of the date of appointment. The employer shall, as soon as possible after the date of the employee's appointment but no later than twelve months from that date, notify the employee in writing as to the amount of prior service recognised for long service leave purposes.

**26.5.2** In the case of any employee employed on or after 30 August 1994 the amount of service with previous employers recognised for long service leave purposes shall not exceed ten years.

**26.6** Where a public holiday occurs during the period that an employee is absent on long service leave no deduction shall be made for that day from the long service leave credits of the employee.

**26.7** An employee, or where applicable his or her legal representative, shall be entitled to payment in lieu of long service leave accrued but not taken as at the date of termination of employment where:

**26.7.1** the employment of the employee terminates after ten years or more service;

**26.7.2** after four years service with the employer the employee is retrenched, retires on the grounds of age or ill health or the employee dies.

**26.8** An employee granted long service leave shall be paid the following rate of pay:

**26.8.1** where the employee's service has been constant on a full-time or part-time basis, the leave shall be paid at the employee's ordinary rate of pay;

**26.8.2** where the employee's service has been other than constant, the leave shall be paid at a rate of pay based on the employee's mean average fraction calculated over the total period of service;

**26.8.3** where the employee's service consists of both full-time and part-time service, the leave shall be paid at the rate proportional to the amount of such full-time and part-time service.

**26.9** Long service leave shall be taken at a mutually agreeable time having regard to the operation of the employer, provided that a request for leave shall not be unreasonably refused.

## **27. PARENTAL LEAVE**

[new 27.1 inserted by [PR969417](#) ppc 07Mar06]

**27.1** Subject to the terms of this clause, employees are entitled to maternity, adoption and paternity leave in accordance with clauses 28, 29 and 30 respectively and to work part-time in connection with the birth or adoption of a child.

The provisions of this clause apply to full time employees and part time employees generally and for eligible casual employees only in relation to unpaid parental leave, but do not apply to other casual employees.

An **eligible casual employee** means a casual employee:

(a) employed by an employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and



(b) who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

For the purposes of this clause, **an ongoing period of employment** is work for an employer on a regular and systematic basis (including any period of authorised absence).

An employer must not fail to re-engage a casual employee because:

- (a) the employee or employee's spouse is pregnant; or
- (b) the employee is or has been immediately absent on parental leave.

This clause is not intended to alter the nature of casual employment and the rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

An eligible casual employee employed by their current employer, on or after 1 January 2005 shall be entitled to parental leave under the terms of this award on and from 1 January 2006.

[27.1 renumbered as 27.1A by [PR969417](#) ppc 07Mar06]

**27.1A** An employee who is granted leave under clauses 28 - Maternity leave, 29 - Adoption leave and 30 - Paternity leave, shall be entitled to the following provisions:

**27.1A.1** Upon the expiration of the period of leave, the employee shall be entitled to resume work on the same time fraction and on his or her substantive classification and salary as applied at the commencement of the leave, with duties commensurate with his or her qualifications and experience and as far as practicable similar to those performed by the employee prior to the taking of parental leave.

**27.1A.2** Notwithstanding 27.1A.1. above, where, on returning to work on the expiration of any period of parental leave, the employee's former position no longer exists and there are other positions available for which the employee is qualified and capable of performing, the employer must make available to the employee a position comparable to that of the former position.

**27.2** An employee shall be entitled to resume duty subject to twelve weeks written notice being given to the employer of his or her intention to return to work unless a lesser period of notice is accepted by the employer.

[27.3 inserted by [PR969417](#) ppc 07Mar06]

**27.3** An employee entitled to parental leave may request the employer to allow the employee:

**27.3.1(a)** to extend the period of unpaid leave under clauses 28, 29 and 30 by a further period of unpaid leave not exceeding 52 weeks;

**27.3.1(b)** to return from a period of parental leave on a part-time basis until the child reaches school age

to assist the employee in reconciling work and parental responsibilities.

**27.3.2** The employer shall consider the request under clause 27.3.1 having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and impact on customer service.

## **28. MATERNITY LEAVE**

**28.1** An employee who has completed twelve months continuous service and who submits to the employer a certificate from a registered medical practitioner stating that she is pregnant and specifying the expected date of delivery shall be entitled to:

**28.1.1** leave on full pay for a continuous period of twelve weeks to be taken within the period commencing six weeks prior to the expected date of delivery or such earlier date in the case of a premature delivery;

**28.1.2** additional leave with or without pay as will bring the aggregate leave to a continuous period of up to twelve months.

[28.1.3 inserted by [PR969417](#) ppc 07Mar06]

**28.1.3** Notwithstanding clauses 28.1.1 and 28.1.2 above, an eligible casual employee is only entitled to unpaid leave for a period not exceeding 52 weeks.

**28.2** The employer may direct an employee to commence maternity leave at any time within six weeks before the expected date of birth, except where the employee provides to the employer a medical certificate confirming her fitness for duty.

**28.3** The employee shall provide written notice to the employer not less than four weeks preceding the date upon which she proposes to commence maternity leave stating the period of leave to be taken save that the employer may waive the requirement for notice.

**28.4** An employee whose pregnancy, having proceeded for a period of not less than twenty weeks, terminates by miscarriage or results in a still-born child, shall be entitled to:

**28.4.1** paid leave as per 28.1.1 or where the employee has commenced such leave, that period of paid leave outstanding;

**28.4.2** such leave without pay as will bring the aggregate leave to a continuous period not exceeding six calendar months or to such longer period as may be certified by a medical practitioner up to a maximum of twelve calendar months.

## **29. ADOPTION LEAVE**

**29.1** An employee who has completed twelve months continuous service and submits satisfactory evidence of being the primary care giver, and of being an approved applicant for the adoption of a child together with the date of placement of that child shall be entitled to:

**29.1.1** where the child is at the date of adoption under twelve months of age, leave on full pay for a continuous period of twelve weeks commencing from the date of placement;

**29.1.2** where the child is at the date of adoption twelve months or more than twelve months of age, leave on full pay for a continuous period of six weeks commencing from the date of placement;

**29.1.3** such leave without pay as will bring the aggregate leave to a continuous period not exceeding twelve calendar months.

[29.1.4 inserted by [PR969417](#) ppc 07Mar06]

**29.1.4** Notwithstanding clauses 29.1.1 and 29.1.2 above, an eligible casual employee is only entitled to unpaid leave for a period not exceeding 52 weeks.

## **30. PATERNITY LEAVE**

**30.1** An employee who has completed twelve months continuous service and who submits a statutory declaration that he is the primary care giver of the child shall be entitled to up to 51 weeks of unpaid leave.

**30.2** In addition to any unpaid leave approved under this clause an employee who has completed twelve months continuous service and who submits a statutory declaration that his spouse is pregnant or is an approved applicant for the adoption of a child shall be entitled to leave on full pay for five consecutive working days or for a period which in the aggregate does not exceed five working days.

**30.3** Such leave as provided by 30.2 shall be taken within the period commencing in the week prior to the expected date of the birth of the child and concluding six weeks after the birth of the child or, in the case of adoption of a child, within six weeks from the date of placement.

[30.4 inserted by [PR969417](#) ppc 07Mar06]

**30.4** Notwithstanding clauses 30.1 and 30.2 above, an eligible casual employee is only entitled to unpaid leave for a period not exceeding 52 weeks.

## **31. SPECIAL LEAVE**

**31.1** Subject to the operational requirement of the employer, the employer may grant the employee such other leave with or without pay and on such terms and conditions as agreed between the employer and the employee.

**31.2** The granting of leave under this clause where an employee has accrued but not taken annual leave credits, shall be at the employer's discretion.

## SCHEDULE 1 – ANNUAL SALARIES AND CASUAL RATES OF PAY

[Sched 1 substituted by [PR969417](#) ppc 07Mar06]

In this schedule all salaries are annual unless otherwise specified:

**1.1** The rates of pay in this award include the arbitrated safety net adjustment payable under the Safety Net Review – Wages, May 2003 and 2004 and June 2005 decisions [Prints PR002003, PR002004 and PR002005]. This arbitrated safety net adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this award which are above the wages rates prescribed in the award. Such above award payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, Australian workplace agreements, award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

**1.2** Increases made under previous National Wage Case principles or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated safety net adjustments.

### 2. CLASSIFICATION AND SALARY LEVELS

#### 2.1 Full-time and Part-time teachers

Classification Level and Incremental point	Total Minimum Rate
<b>T1.1</b>	\$38,285
<b>T1.2</b>	\$40,732
<b>T2.1</b>	\$43,630
<b>T2.2</b>	\$44,705
<b>T3.1</b>	\$46,855
<b>T3.2</b>	\$49,969
<b>T4.1</b>	\$50,711
<b>T4.2</b>	\$52,193
<b>AST</b>	\$53,862
<b>SE1.1</b>	\$54,417
<b>SE1.2</b>	\$55,080
<b>SE 2.1</b>	\$55,530
<b>SE2.2</b>	\$57,657
<b>SE3</b>	\$58,467

#### 2.2 Casual Teachers

The following rates are hourly - minimum 2 hours:

Type of Duty	Minimum Rate
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<b>(i) non-teaching duty hours</b>	\$29.51
<b>(ii) teaching duty hours</b>	\$42.31

## **SCHEDULE 2 – CLASSIFICATION STANDARDS**

[Sched 2 substituted by [PR969417](#) ppc 07Mar06]

### **General Classification Context and Task Level for Teachers and Senior Educators**

Positions classified as Teacher or Senior Educator have the following characteristics. Some tasks will be more appropriate to the senior levels of the Teacher classification or to one of the streams within the Senior Educator classification.

- Work within the Institute policies, procedures and other legislative/regulatory requirements.
- Select and deliver appropriate teaching and learning materials.
- Develop and modify appropriate teaching and learning materials.
- Facilitate and assess the learning process of Institute students in a range of contemporary TAFE settings.
- Determine the training needs of commercial clients.
- Maintain accurate records of student, progress and assessment in accordance with established policies and procedures.
- Prepare and maintain teaching and learning resources.
- Supervise and monitor student progress.
- Liaise with the Employers of Institute students, New Apprenticeship Centres and other institutions as appropriate to ensure the establishment of strong co-operative arrangements.
- Undertake administrative duties directly related to the teaching function, including the utilisation of Institute systems.
- Participate in meetings and other activities relevant to the role of the position and the organisational area.
- Participate in networks beyond the Institute.
- Participate in professional development.
- Provide pre-course advice to students and participate in student selection and induction.

### **Teacher Classification (T 1 to T 4)**

#### Classification Context and Task Level

The Teacher classification encompasses duties and requirements applicable to new entrants into the Institute's teaching workforce and to experienced Teachers.

Teachers classified as Teacher Level 1 will generally be under close supervision and guidance of a Teacher Level 2 or above and their focus will generally be on working with students in a direct teaching role. The teaching function will develop with experience and more highly developed skills and knowledge.

As Employees progress to the higher Teacher levels they take responsibility within assigned areas of work for preparing, conducting and assessing TAFE education programs. They assist

Senior Educators in a range of activities associated with the effective operation of TAFE education programs.

Teaching roles will include planning and conducting teaching, conducting and evaluating assessment and pastoral care.

In addition to the characteristics outlined in the “General Context and Task Level for Teachers and Senior Educators”, the requirements and typical functions of a Teacher are consistent with the following:

#### Typical Functions

- Assist others with program related administrative tasks.
- Assist team members with resource evaluation and moderation of standards leading towards interpretation of course materials.
- Provide assistance with staff induction.
- Provide advice and guidance within areas of specialist expertise.
- Assist in providing advice with team developmental needs.
- Assist with counseling.
- Assist with staff selection.
- Determine instructional strategies.
- Coordinate student resources.
- Customize units and courses as appropriate to meet client needs.
- Liaise as appropriate with specialist inter Training Provider networks and learning communities.
- Conduct teaching programs.
- Establish and maintain a learning environment, including encouraging students to take responsibility for their own learning.
- Assist with diagnosing learning difficulties and identifying appropriate teaching strategies.
- Assist in relation to the establishment, maintenance and review of teaching programs.

#### Judgement, Problem Solving, Accountability and Extent of Authority

- Provide basic pastoral care to students leading to more complex problem resolution.
- Exercise judgment and initiative.
- Supervise and guide entry level Teachers.
- Work independently and in a team environment.
- Plan and prioritise work schedule.
- Set and achieve teaching objectives.
- Manage the learning process, including student participation and preparation of student learning plans.
- Refer learning difficulties.
- Take an active role in own professional development.
- Provide authoritative advice to stakeholders in relation to learning needs of students and training needs of Employers.



- Encourage and support innovative strategies.
- Provide leadership in specialist areas within the teaching department and across the Institute.
- Set priorities, plan and manage resources.
- Trial and report on innovative delivery strategies.

#### Organisational Relationships and Impact

- Consult and provide educational services under the direction of Senior Educators.
- Provide a well developed range of teaching strategies to TAFE students and other clients both within and external to the Institute.
- Communicate with course stakeholders as appropriate.
- Plan and conduct information sessions and student selection processes, as appropriate.
- Provide contact point for course content and student issues.
- Undertake a range of administrative, coordination, and learning services activities directly related to the areas taught.

#### Specialist Skills and Knowledge

- Research, develop and improve TAFE curriculum and teaching and learning methods.
- Develop teaching and learning strategies and materials.
- Conduct student entry level assessment.
- Research and prepare own teaching materials and for utilization across the Institute.
- Adapt learning and assessment materials to cater for different students, learning environments, facilities and resources.
- Develop leadership and mentoring skills.
- Develop project and or research skills.
- Moderate validation of outcomes.
- Develop curriculum and/or consultative duties as appropriate.
- Package accredited courses as identified.
- Develop and design courses.

#### **General Background to Senior Educator Classifications**

The Senior Educator class covers the following streams:

- Management;
- Curriculum/Project Design and Support Service
- Industry consultancy
- Teaching

Definitions:

Co-ordinate: To bring into common action; to harmonise; to integrate.

Supervise: To oversee for direction; to inspect with authority; to guide and inspect with immediate responsibility for purpose or performance; to superintend.

**Manage:** To administer, supervise and coordinate staff and resources and achieve a pre-determined outcome.

**Lead:** To lead or direct a course or in the direction of; to channel, to direct the operations of.

## **Senior Educator 1 Classification**

### Classification Context and Task Level

Employees appointed to this classification may supervise an organisational unit and/or may perform high level specialist educational functions.

In addition to the provisions outlined in the descriptors for “General Context and Task Level for Teachers and Senior Educators” and the “Teacher Classification (T1 to T4)”, the requirements and typical functions of a Senior Educator 1 are consistent with the following:

### Typical Functions

- Coordinate and supervise resources.
- Manage a team of staff.
- Manage the design, development, delivery and evaluation of innovative, customised, high quality vocational education and training.
- Induct staff.
- Coordinate administrative requirements.
- Produce tenders and submissions in conjunction with other Senior Educators and Teachers.
- Manage training needs analysis and skills audits for clients.
- Provide specialist skills as appropriate within the Institute, and the wider community in Victoria, nationally or internationally.
- Apply counseling skills as appropriate.
- Conduct action-based research and prepare briefing papers on curriculum, teaching or management services as appropriate.
- Maintain program operations data as per audit requirements.
- Ensure graduation candidates are verified.
- Ensure student results are completed.
- Develop individualised self-paced learning materials.
- Develop and implement assessment systems.

### Judgement, Problem Solving, Accountability and Extent of Authority

- Knowledge of problem solving strategies.
- Coordinate and supervise a functional area of delivery through a range of activities including planning, budgeting, developing strategies, managing contracts and implementing policies.
- Establish timetables/timelines.
- Identify, negotiate and manage resource requirements.
- Plan and implement/coordinate programs/projects.

- Responsible for discretionary decision making relative to delegated budget.

### Organisational Relationship and Impact

- Contribute to the development of institute-wide educational and administrative policies and procedures.
- Provide advice and make submissions to internal and external stakeholders.
- Provision of professional advice and assistance to teaching staff and Institute clients on curriculum, educational or consultative service requirements for innovative and effective education and training which meets the needs of learners, their Employers and the community. The work may involve contractually negotiated industry, public sector, and community-based programs.
- Provide high-level professional advice and assistance to teaching staff and Institute clients.
- Represent the Institute or the TAFE system to external bodies.

### Specialist Skills and Knowledge

- Knowledge of conflict resolution skills.
- Knowledge of negotiation strategies.
- Demonstrated highly developed teaching skills.
- Extensive knowledge and demonstrated skill of at least one teaching area.
- Demonstrated understanding of the application of the full range of teaching methodologies, techniques and standards appropriate to subject areas within management/leadership role.
- Keep abreast of and advise on current and emerging education trends.
- Develop effective processes for the evaluation and validation of programs, systems and structures within or external to TAFE.
- Develop and maintain quality control systems.
- Apply research, analytical and innovative skills.
- Apply extensive knowledge and experience in specialist expertise area/s.

## **Senior Educator 2 Classification**

### Classification Context and Task Level

Employees appointed to positions at this classification:

- Manage the educational and/or business activities and/or services of a large and complex organisational unit or units.
- Play a major role with senior representatives of associated client groups and other key stakeholders.
- Undertake a highly developed educational leadership role requiring extensive management and/or teaching skills.

In addition to the provisions outlined in the descriptors for “General Context and Task Level for Teachers and Senior Educators” and the “Teacher Classification (T1 to T4)”, and the “Senior Educator 1 Classification”, the requirements and typical functions of a Senior Educator 2 are consistent with the following:

#### Typical Functions

- Lead the design, development, delivery and evaluation of innovative, customised, high quality vocational education and training responses for identified students and clients.
- Manage recruitment and selection of staff.
- Manage induction process.
- Provide support and mentoring to team.
- Assist staff to identify professional development opportunities.
- Provide staff coaching and counselling.
- Propose and implement a range of programs/courses for future delivery together with other Senior Educators and Teachers.
- Examine and make recommendations on alternative flexible delivery strategies.
- Initiate project development.
- Provide advice on improvements to records management systems.

#### Judgement, Problem Solving, Accountability and Extent of Authority

- Well developed problem solving skills.
- Manage resources and a team of staff providing services to students/commercial clients.
- Manage a functional or specialist area of delivery.
- Ability to lead and manage teaching programs.
- Operate within operational autonomy.
- Manage a budget.
- Provide necessary resources for program maintenance and development.
- Provide advice to Institute management on costing and resourcing implications of proposed programs.
- Advise on cost effective delivery strategies.
- Undertake responsibility for tenders and submissions.
- Coordinate staffing and resources across a number of campuses within a discipline area and/or external to the Institute.

#### Organisational Relationships and Impact

- Develop institute-wide educational and administrative policies and procedures.
- Negotiate for internal and external resources.
- Play an active role in establishing and enhancing links with the greater community to further education in practice.
- Enable the efficient integration of delivery strategies across departmental boundaries.

#### **Senior Educator 3 Classification**

### Classification Context and Task Level

Employees appointed to this classification:

- Are highly skilled educational leaders and managers who have acknowledged excellence in academic leadership and developing strategic directions.
- Have significant educational and/or business focussed functions and responsibilities.
- A strategic focus aimed at developing links within and external to the TAFE community, focusing on long-term staff projections and team developmental needs.

In addition to the provisions outlined in the descriptors for the “General Context and Task Level for Teachers and Senior Educators”, the “Teacher Classification (T1 to T4)” and the “Senior Educator 1 & 2 Classifications”, the requirements and typical functions of a Senior Educator 3 are consistent with:

### Typical Functions

- Responsible for projects that involve major change.
- Plan long-term resourcing needs.
- Provide support to team.
- Research and initiate continuous improvement strategies in delivery, assessment strategies, modes of learning and reporting.
- In conjunction with other Senior Educators prepare and deliver professional development for Teachers.
- Make a significant contribution to teaching strategies and directions.
- Undertake a significant role in ensuring quality teaching recruitment, including induction.
- Significant contribution to the research, development and implementation of course for the education and/or professional development of teachers.

### Judgement, Problem Solving, Accountability and Extent of Authority

- Demonstrated capacity to resolve complex problems.
- Lead and manage large functional or specialist operations.
- Provide academic leadership in the Institute and across the TAFE system.
- Operate within a high degree of operational autonomy.
- Lead and manage a complex team.
- Manage staffing projections.
- Evaluate team developmental needs including professional developmental plans and multi-skilling needs.
- Manage a substantial budget.

### Organisational Relationship and Impact

- Negotiate extensively with Industry, Government and other stakeholders on matters that have significant, long term, operational impact.
  - Lead the development, review and implementation of Institute strategic educational plans, initiatives and policies.
  - Highly developed capacity to resolve complex conflict.
  - Make a significant contribution to strategic directions.
  - Investigate costings and resource implications for program areas and negotiate recommendations.
- 
- Source funding, partnership delivery opportunities and other innovative opportunities.
  - Promote and represent the department/Institute regionally and beyond, including with government bodies.
  - Build networks within the wider community and source and develop future training needs.

### **SCHEDULE 3 – QUALIFICATION REQUIREMENTS AND COMMENCING SALARY**

[Sched 3 substituted by [PR969417](#) ppc 07Mar06]

1. This schedule shows the qualification requirements for the classifications in this Award. Such requirements together with the recognition of teaching and industrial experience or additional study are to be used to determine the commencing salary of an Employee.

2. The following qualifications and experience entitles an Employee to be paid as a Teacher Level 1.

	<b><i>Qualification (Academic or Trade)</i></b>	<b><i>Work Experience (Years)</i></b>
a.	Bachelor degree (or equivalent)	2
b.	Two year post year 12 Diploma (or equivalent)	3
c.	Certificate IV (or equivalent)	4
d.	Certificate III (or equivalent)	8

3. An Employee who has the qualifications and experience listed in clause 2(a) or (b) or (c) or (d) and who has also completed a Certificate IV in Assessment and Workplace Training, or equivalent, is entitled to be paid as a Teacher Level 1.2

4. An Employee who has the qualifications specified in clause 3 above and who has a completed a course of teacher training accredited at Australian Qualifications Framework Level 5 which includes supervised teaching practice and studies in teaching methodology or equivalent is entitled to be paid as a Teacher Level 3.1.

5. An Employee shall not be eligible for promotion or appointment as a Senior Educator unless they are fully qualified.

6. For each completed year of actual teaching experience after becoming fully qualified, a teacher on commencement shall receive one increment.

7. Subject to meeting the qualification requirements for incremental progression in this Award, a maximum of two increments on commencement shall be paid for experience and qualifications approved in the circumstances, or combination of circumstances, as detailed below:

7.1 for each two years of approved actual teaching experience prior to becoming fully qualified a teacher shall receive one increment;

7.2 for each two years of approved industrial experience in excess of the years listed in clause 2 of this schedule a teacher shall receive one increment;

7.3 for the purpose of this clause industrial experience shall relate directly to the qualifications held and to the subjects taught by the teacher and will normally be gained concurrently with or after the acquisition of the related qualification;

**7.4** for each year of approved additional studies a teacher shall receive one increment.



## **SCHEDULE 4 - EMPLOYER RESPONDENTS**

### **Councils of:**

1. Bendigo Regional Institute of Technical and Further Education;
2. Box Hill Institute of Technical and Further Education;
3. Chisholm Institute of Technical and Further Education;
4. Central Gippsland Institute of Technical and Further Education;
5. East Gippsland Institute of Technical and Further Education;
6. Gordon Institute of Technical and Further Education;
7. Goulburn Ovens Institute of Technical and Further Education;
8. Holmesglen Institute of Technical and Further Education;
9. Kangan-Batman Institute of Technical and Further Education;
10. Northern Melbourne Institute of Technical and Further Education;
11. Royal Melbourne Institute of Technology;
12. South West Institute of Technical and Further Education;
13. Sunraysia Institute of Technical and Further Education;
14. Swinburne University of Technology;
15. The University of Ballarat;
16. Victoria University of Technology;
17. William Angliss Institute of Technical and Further Education;
18. Wodonga Institute of Technical and Further Education.

\*\* end of text \*\*

## **SCHEDULE 7 MEMORANDUM OF UNDERSTANDING**

### **BETWEEN**

**Australian Education Union (AEU)**

**and**

**The Employer Respondents to the  
Victorian TAFE Teaching Staff Multi Employer Certified Agreement 2003 (MECA)  
(AG835152)**

### **RE INTERPRETATION AND CLARIFICATION OF ASPECTS OF THE MECA AND NOW THE VICTORIAN TAFE TEACHING STAFF MULTI-BUSINESS AGREEMENT 2009 (MBA)**

#### **Preamble**

The Institute Boards and the AEU (the parties) have negotiated a MBA, which is intended to operate from the date of lodgment with the Workplace Authority with a nominal expiry date of 30 September 2012.

The purpose of this MOU is to record the intentions of the parties in respect of a number of provisions in the MECA and to provide an agreed interpretation or practical guidance in implementing a number of these provisions.

#### **MECA conditions and other employment conditions**

**(Note: interrelationship with clauses 6, 7 and 18)**

It is intended that where an Institute engages staff to teach, lecture or manage or develop TAFE programs, those employees are to be employed pursuant to the terms of the MBA. Those employees are to be classified pursuant to the MBA and the terms and conditions contained in the MBA will apply.

#### **Allocation of Duties and Scheduled Duties**

**(Note: interrelationship with clauses 7(16), 16.2, 16.3, and 16.4)**

The annual teaching load for a full time teacher is variable and based upon the actual teaching duty hours performed according to the terms of the Award (AP816514) and the MBA. The annual workload for a full-time teacher will be based upon the following:

Annual Leave	152 hours
Public Holidays	76 hours

Scheduled Duties:

Maximum Teaching Duties	800 hours
Other Scheduled Duties	160 hours
Non-Scheduled Duties:	
Maximum Preparation and Correction	400 hours
Other Non Scheduled Duties	<u>388 hours</u>
Total annual hours	1976

Note: Teachers can agree to perform excess teaching duty hours in addition to the maximum outlined above.

Of these 1976 hours, 1748 hours are accountable.

Within this 1748 hours, the maximum scheduled duties including teaching duties is 960 hours per annum. The maximum hours accountable to preparation, correction and other duties are 788 per annum.

Of the 788 hours of Non Scheduled Duties, 400 hours comprise the maximum preparation and correction and a minimum of 388 hours which are to be accounted for and will be duties that are agreed between the employer and the teacher to support their teaching and other professional work.

These duties are essentially duties which ensure a teacher is equipped with the appropriate teaching techniques/strategies to maximise student outcomes. They also involve a commitment and contribution to educational activities which may or may not be directly related to the classroom.

### **Allocation of Duties and Consultation Arrangements** (Note: interrelationship with clause 16.3 and 16.4)

The reference in clauses 16.3 and 16.4 to consultation and agreement of the teacher is to be taken as requiring the agreement of the teacher undertaking teaching duty hours. Therefore consultation and agreement of a teacher in the Senior Educator class is not required where that teacher does NOT undertake teaching duty hours.

### **Contract of Employment and Contract Conversion** (Note: interrelationship with clause 12.3)

This clause does not apply during the life of the initial fixed-term contract.

The clause is intended to apply where an employee has breaks in their various periods of fixed-term employment or where the employee is nearing completion of their second (or more) fixed-term contract.

In either of these situations and where the employer is intending for the work to continue, the employee can apply to have their employment converted to ongoing, which will be considered by the employer.

### **Allocation of Duties and Time Allowances application to Senior Educators**

**(Note: interrelationship with clauses 16 and 17)**

Where an employee translated to Senior Educator on 28 June 2004 or was/is appointed to a Senior Educator position subsequent to that date and is required to undertake teaching duty hours, that employee is entitled to a pro-rata application of the provisions applying to Teachers contained in clauses 18.6 and 18.7 of the Award (AP816514), including time allowances as specified in clause 17 of the MBA, in proportion to their teaching duties as a fraction of the maximum teaching duty hours of a full time teacher.

By way of illustration, prior to 28 June 2004, a full-time Program Co-ordinator had a maximum of 800 Teaching Duty Hours with a reduction of 240 hours for their coordinator duties. Under the MBA where an employee translated on 28 June 2004, or was/is appointed to a Senior Educator 1 position, and continues to do program co-ordination and teaching duties, then that employee will continue to have a minimum entitlement of 240 hrs deducted from their teaching duty hours for their program coordination duties.

### **Excess Teaching Duty Hours**

**(Note: interrelationship with clauses 19.19.1)**

The parties have used the word 'amount' rather than 'loading' because full-time employees are already paid an ordinary hourly rate of pay for work within the 38 hour week. Thus the new word 'amount' indicates that in addition to the ordinary hourly rate of pay they have already received, they will receive an amount of 50% of that rate for each 'excess hour'.

Note: different rates apply where the work is outside the span of ordinary hours, see clauses 19.19.2 & 3

### **Excess Teaching Duty Hours application to part-time workers**

**(Note: interrelationship with clauses 19.15 to 19.20)**

It is not intended by the parties that part-time employees are to be disadvantaged by comparison with full-time employees through the introduction of the new 'excess hour' arrangements in the MECA and which is continued in the MBA. The parties agree that where 'excess hours' are performed by part-time employees on days outside the days they are employed to attend, then such hours will be paid at the rates in clauses 19.19.2 and 19.19.3.

## **APPENDIX 1 – BOX HILL INSTITUTE OF TECHNICAL AND FURTHER EDUCATION**

### **SPECIFIC TIME ALLOWANCE ARRANGEMENTS**

Teachers covered by this Agreement shall continue to receive time allowances as described in the Award (AP816514) at 23 August 2002, except as provided by the following:

1. Teachers involved in delivering qualifications, programs, modules or units at Australian Qualifications Framework Level 4/Certificate 4 or above, or the Victorian Certificate of Education or equivalent shall receive a curriculum allowance, to be counted as part of their teaching duty hours, of up to 80 hours per year based on the relative proportion taught;
2. Teachers involved in delivering qualifications, programs, modules or units at Australian Qualifications Framework Level 3/Certificate 3 or below shall receive a curriculum allowance, to be counted as part of their teaching duty hours, of a minimum of 40 hours per year if the qualifications, programs, modules or units are nested within an Australian Qualifications Framework Level 4/Certificate 4 or above or equivalent qualification or program;
3. Employee representative allowances shall be counted as part of other scheduled duties.

## **APPENDIX 2 – CENTRAL GIPPSLAND INSTITUTE OF TECHNICAL AND FURTHER EDUCATION**

### **1. SPECIFIC TIME ALLOWANCE ARRANGEMENTS**

#### ***Curriculum Allowances***

Teachers involved in courses which meet the following criteria shall receive a curriculum allowance of up to 80 hours per year based on the relative proportion of each type of course taught. Allowances are to be deducted from the maximum teaching duty hours:

(a) Preparation of classes and assessment of programs which are part of degree programs: 80 hours per year for a teacher whose total teaching is in these programs or in fraction of 80 hours based on the proportion of a teacher's total teaching in these programs (pro-rata for part-time teachers).

(b) Teaching programs accredited for the Victorian Certificate of Education: 80 hours per year for a teacher whose total teaching is in these programs or a fraction of 80 hours based on the proportion of a teacher's total teaching in these programs (pro rata for part time teachers).

(c) Teaching in Diploma and Advanced Diploma Programs or equivalent: 80 hours per year for a teacher whose total teaching is in these programs or a fraction of 80 hours based on the proportion of a teacher's total teaching in these programs (pro rata for part time teachers).

(d) Teachers involved in courses which meet the following criteria shall receive allowances of up to 80 hours per year depending on the degree to which the duties required meet these criteria:

(i) Moderation of assessments when required by the accredited program;

(ii) Work being subject to formal out-of-class examination;

(iii) Preparation of assessment materials for formal out-of-class assessment

(iv) Preparation and development of learning or assessment materials for the use of teachers in competency, distance/flexible, articulated or other learning approaches.

The maximum curriculum allowance available to an individual teacher is 80 hours per year.

### **2. ADDITIONAL OR ALTERNATE WORK OUTSIDE OF ORDINARY HOURS ARRANGEMENTS**

To achieve flexibility, it is expected that, following consultation, a teacher will normally agree to the scheduling of one evening class per week (maximum duration 4 hours) between the hours of 5:00 PM and 10:00 PM. Any additional scheduling of duties outside the ordinary hours of work will be allocated after consultation and agreement with the teacher concerned.

## **APPENDIX 3 – CHISHOLM INSTITUTE OF TECHNICAL AND FURTHER EDUCATION**

### **SPECIFIC TIME ALLOWANCE ARRANGEMENTS**

The large departments allowance is no longer applicable.

## **APPENDIX 4 – EAST GIPPSLAND INSTITUTE OF TECHNICAL AND FURTHER EDUCATION**

### **SPECIFIC TIME ALLOWANCE ARRANGEMENTS**

#### ***Curriculum Allowances***

Teachers involved in courses which meet the following criteria shall receive a curriculum allowance of up to 80 hours per year based on the relative proportion of each type of course taught. These allowances are additional to those specified in the Award. (AP816514)  
Allowances are to be deducted from the maximum teaching duty hours:

- (1) Preparation of classes and assessment of programs which are part of degree programs:
  - 80 hours per year for teacher whose total teaching is in these programs or a fraction of 80 hours based on the proportion of a teacher's total teaching in these programs (pro-rata for part-time teachers).
- (2) Teaching in programs accredited for the Victorian Certificate of Education:
  - 80 hours per year for a teacher whose total teaching is in these programs or a fraction of 80 hours based on the proportion of a teacher's total teaching in these programs (pro-rata for part-time teachers).
- (3) Teaching in associate diploma programs or equivalent:
  - 80 hours per year for a teacher whose total teaching is in these programs or a fraction of 80 hours based on the proportion of a teacher's total teaching in these programs (pro-rata for part-time teachers).
- (4) Teaching in courses which meet the following criteria shall receive allowances of up to 80 hours per year depending on the degree to which the duties required meet these criteria:
  - Moderation of assessments when required by the accredited program;
  - Work being subject to formal out-of-class examination;
  - Preparation of assessment materials for formal out-of-class assessment;
  - Preparation and development of learning or assessment materials for the use of teachers in competency, distance/flexible, articulated or other learning approaches, including training packages and for workplace assessment.

The maximum curriculum allowance available to an individual teacher is 80 hours per year.

#### ***Travel***

Travel will form part of a teacher's unscheduled duties.



## **APPENDIX 5 – GORDON INSTITUTE OF TECHNICAL AND FURTHER EDUCATION**

### **SPECIFIC TIME ALLOWANCE ARRANGEMENTS**

1. In lieu of the Curriculum Allowance described in Clause 18.7.4 of the Award (AP816514) an Education Development Time Allocation will be implemented as follows:
2. The Education Development Time Allocation quantum will be equivalent to the allowances prescribed in clause 18.7.4 of the Award (AP816514). The Local Consultative Committee will monitor and verify on the annual quantum.
3. Of the Education Development Time Allocation, 1200 hours per annum may be utilised for the secondment of teachers to assist with education development projects in other parts of the Institute.  
  
\* Expressions of Interest will be invited annually from teachers interested in undertaking secondment for this purpose.
4. Hours will be allocated to Teaching Centres based upon their proportion of Student Contact Hours, including apprentice/trainee hours.
5. The Teaching Centres, through the organisational work teams, will distribute education time allocations to individual teachers based upon agreed institute education development plans.
6. It is further agreed that the monitoring of the agreed process will be undertaken by the Local Consultative Committee (LCC).

## **APPENDIX 6 – GOULBURN OVENS INSTITUTE OF TECHNICAL AND FURTHER EDUCATION**

### **ADDITIONAL OR ALTERNATE WORK OUTSIDE OF ORDINARY HOURS ARRANGEMENTS**

1. Consultation, with and the agreement of, the teacher concerned is required where hours of work are to be allocated outside the ordinary hours of work as per clause 23.2 in this Agreement.
2. Notwithstanding sub-clause 1 above, teachers may be allocated one night class per week. An allocation of more than one night class per week requires the agreement of the teacher. Penalty rates shall apply to all night classes after 6.00pm. Employees with primary care responsibilities who seek to be excluded from taking night classes shall not be unreasonably denied an exclusion.

## **APPENDIX 7 – HOLMESGLEN INSTITUTE OF TECHNICAL AND FURTHER EDUCATION**

### **SPECIFIC TIME ALLOWANCE ARRANGEMENTS**

Terms and Conditions of Employment for Teaching Staff Employed at Holmesglen Institute of TAFE.

A full-time teacher is to be available for direction for a maximum period of 960 hours per year and is to be accountable for a further 240 hours of professional duties per year – such duties are to be recorded within an individual's annual work plan. Within this quantum each centre is to achieve an average teaching load per teacher of 720 hours for Academic programs and 800 hours for Trade programs – inclusive of any approved allowances, provided no teacher is required to teach greater than 800 hours per annum. Appropriate pro-rata arrangements are to apply for teaching staff employed on a part-time basis.

Notwithstanding the above, a teacher may be provided with a reduction off teaching load to perform a range of duties. Such reduction will be negotiated with the Head of Department according to specific requirements applying in the Department.

## **APPENDIX 8 – NORTHERN MELBOURNE INSTITUTE OF TECHNICAL AND FURTHER EDUCATION**

### **1. SPECIFIC TIME ALLOWANCE ARRANGEMENTS**

Teaching hours to be delivered are:

An average of 730 annual hours face to face teaching for teachers in programs leading to:

- Advanced Diploma
- Diploma
- Certificate IV

An average of 780 annual hours face to face teaching for teachers in programs leading to:

- Certificates I, II and III

### **2. ADDITIONAL OR ALTERNATE WORK OUTSIDE OF ORDINARY HOURS ARRANGEMENTS**

1. Teachers may be directed to teach one night per week or Saturday where Saturday work is an integral part of the program. Saturday staffing will be by voluntary means in the first instance.
2. For each hour worked in excess of 108 outside the ordinary hours of duty, including a Saturday, a loading of 25% of the ordinary hourly rate shall be paid.

## **APPENDIX 9 – RMIT UNIVERSITY**

### **1. SPECIFIC TIME ALLOWANCE ARRANGEMENTS**

- 1.1 The Large Departments and the Administrative and Program Time Allowances do not apply.
- 1.2 Travel will form part of a teacher's unscheduled duties.

### **2. ADDITIONAL OR ALTERNATE WORK OUTSIDE OF ORDINARY HOURS ARRANGEMENTS**

2.1 The University may direct the allocation of an Employee's ordinary hours beyond 5.30 pm Monday to Friday up to a maximum of one night per week.

2.2 Consultation and agreement of an Employee is required where:

2.2.1 the allocation of an Employee's ordinary hours exceeds one night per week as described in sub-clause 1 above; and/or

2.2.2 the Employee is allocated ordinary hours outside the ordinary span of hours described in Clause 14 of this Agreement, in circumstances other than that which is described in sub-clause 1 above; and/or

2.2.3 the University allocates duties after 5.30 pm Monday to Friday to an Employee who has primary care responsibilities for member/s of her/his immediate family or household.

2.3 Except as provided in sub-clause 2.4, where the Employee is allocated ordinary hours outside the ordinary span of hours described in clause 2.2.2 above, the appropriate penalty rate shall be paid.

2.4 Notwithstanding anything contained in this clause, RMIT may direct an Employee to commence work on any day between 6.00am and 8.00am Monday to Friday for the purposes of travel to another location, in which case such time shall be counted as the Employee's ordinary hours and shall be paid at ordinary time. Provided that when requiring an Employee to commence work on any day between 6.00 am and 8.00 am, RMIT shall not unreasonably require an Employee with primary care responsibilities for member/s of his/her immediate family or household to commence work between 6.00 am and 8.00 am.

## **APPENDIX 10 – SOUTH WEST INSTITUTE OF TECHNICAL AND FURTHER EDUCATION**

### **1. SPECIFIC TIME ALLOWANCE ARRANGEMENTS**

In lieu of allowances as outlined in clauses 18.7.4 -18.7.8 of the Award (AP816514), all teachers will receive a general allowance of 50 hours and an agreed pool of time shall be set aside for Institute curriculum development purposes, to be monitored by the Institute Consultative Committee.

### **2. ADDITIONAL OR ALTERNATE WORK OUTSIDE OF ORDINARY HOURS ARRANGEMENTS**

1. Employees may be required to perform part of their normal duty hours of work outside the ordinary span of hours on one occasion each week. The allocation of further work outside ordinary hours will only be made with the Employee's agreement. All hours worked under this clause will be paid at the appropriate penalty rate.
2. The Employer may not unreasonably require an Employee with primary care responsibilities for members of his/her immediate family or household to work beyond 5.00 pm Monday to Friday.

## **APPENDIX 11 – SWINBURNE UNIVERSITY OF TECHNOLOGY**

### **1. CURRICULUM ALLOWANCES**

Teachers involved in delivering modules or units which meet the following criteria shall receive curriculum allowances as set out below:

- 1.1 teaching modules or units in a Certificate IV program (including both nested and stand alone Certificate IVs) shall receive an allowance of 60 hours per year based on the relative proportion of AQF level 4 modules or units taught.
- 1.2 teaching modules or units in a Diploma level program or above shall receive an allowance of 80 hours per year based on the relative proportion of modules or units taught at AQF level 5 or above.
- 1.3 teaching VCE units 3 and 4 (excluding VET programs) shall receive an allowance of 80 hours per year based on the relative proportion of VCE units 3 and 4 taught.

### **2. ADDITIONAL WORK OUTSIDE OF ORDINARY HOURS ARRANGEMENTS**

- 2.1 All teachers covered by this Agreement, shall be paid for work outside of ordinary hours at the appropriate penalty rate.
- 2.2 Notwithstanding sub-clause 2.1, in circumstances where a teacher has agreed, as part of their semester plan negotiations, to teach one evening or more per week no penalty loading shall apply to one evening's teaching per week.

## **APPENDIX 12 – THE UNIVERSITY OF BALLARAT**

### **1. Work Plans**

Each teacher's work will be organised and structured via a mutually agreed work plan.

The form of the work plan will be developed through the ICC consultation process.

The work plan must reflect clauses contained in the Allocation of Duties clause in the MBA.

The work plan is completed by the supervisor and teacher.

The work plan will be developed and agreed as soon as possible within the teaching year.

In addition, the following provisions shall apply to TAFE Teachers employed at the University of Ballarat, and shall override the applicable clauses contained in the MBA or Award (AP816514).

### **2. Specific Time Allocations**

Each School will have a pool of hours it can allocate to Program Managers and other teachers for administration, co-ordination and management of teaching programs. This pool of hours will be calculated by multiplying the planned Student Contact Hours to be delivered by the School by 0.007. A further pool of hours will be allocated to each School based on the complexity of their delivery and these hours will be allocated to teachers in these programs. These hours will at least be maintained on a pro rata basis at the Year 2008 level, and will also need to be no less than those allocated in 2003. The University Consultative Committee will monitor such allocations.

### **3. Head of School**

MBA provisions shall not apply to employees occupying Head of School positions at the University of Ballarat, who are not classified at the Senior Educator or Teacher level.

### **4. Cumulative Personal and Long Service Leave Credits with Previous Employers**

Clauses 22.4 and 26.4 of the TAFE Teachers' Conditions of Employment (Victoria) Award 2002 will not apply to University of Ballarat TAFE Teachers and the following provisions shall be substituted.

4.1 For all TAFE Teachers commencing employment with the University on or after the date of certification of this agreement, the University will recognise prior



service for the purposes of sick leave and long-service leave credits only as follows:

- 4.1.1 with other publicly-funded Australian Universities and TAFE Colleges/Institutes;
  - 4.1.2 with privately-funded Universities whose Chief Executive Officer is a member of Universities Australia; and
  - 4.1.3 with any Victorian Public State Secondary or Primary School.
- 4.2 Provided that an employee will not be entitled to have service recognised from the organisations specified in sub-clause 4.1 above, if the employee's break in service exceeds six months. This also applies to former University employees who re-join the University after a period of six months.
- 4.3 Notwithstanding any of the above, service in other circumstances may be recognised at the discretion of the Vice-Chancellor or the Vice-Chancellor's nominee.
- 4.4 Where service with a previously recognised employer is accepted for long-service leave credit, the University may require that a period of service with the University of not more than three years be completed before an employee is eligible to take long-service leave.
- 4.5 Entitlements of employees engaged prior to the date of operation of this Agreement are not affected by the operation of this Clause and will remain as per the previous Agreement or as outlined in their employment contract.
- 4.6 Where more than ten years service is recognised by this University from other organisations or where there is entitlement to be paid out long-service leave accruals, new employees must seek to be paid out any such entitlement from their previous employer. Such service will count only towards the period of qualifying service for long-service leave and will not be subject to leave credits.

## **5. Public Holidays and Christmas/New Year Closedown**

The following clause shall be substituted for and subsequently replace Clause 20 of the Teachers' Award.

### **5.1 Public Holidays**

- 5.1.1 all employees shall be entitled to holidays on the following days:
  - i) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Easter Tuesday (except for Steelhaven Skills Centre employees), Christmas Day, Boxing Day; and
  - ii) those prescribed by the relevant government authority as Australia Day, ANZAC Day, Queen's Birthday and Labour Day.

- 5.1.2 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
  - 5.1.3 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
  - 5.1.4 When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
  - 5.1.5 In any other day or days as may be gazetted, in addition to, or in substitution of, any of these days by proclamation or Act of Parliament.
  - 5.1.6 The University and its employees may agree to substitute another day for any holiday prescribed in this Clause. In the case of Steelhaven Skills Centre employees, the Easter Tuesday holiday referred to above will be substituted with the BlueScope Steel Limited Picnic Day.
- 5.2 Christmas/New Year Closedown
- 5.2.1 The University will close normal operations between Christmas Eve and the working day following the New Year's Day holiday.
  - 5.2.2 The closedown period will constitute five week-days during which the University will be closed. Two of these days will be observed as Christmas Day and Boxing Day holidays (or holiday(s) in lieu thereof) and the three remaining days will be granted to all employees as *ex-gratia* paid days over and above any annual leave award entitlement and on the basis that no days will be taken with respect to or in lieu of Cup and Show Day holidays at any location.

## **6. Environmental Sustainability**

- 6.1 The parties are committed to improving the sustainability performance of the University through promoting a culture of sustainability, ensuring that the operations are managed in a manner that minimises the University's environmental and social impacts and through enabling the integration of sustainability principles and practices into teaching and learning, research and community engagement of the University.
- 6.2 The University will meet its commitment to sustainability through adopting the following principles:
  - 6.2.1 Ensuring sustainability is reflected in the University's strategic documents;
  - 6.2.2 Developing an annual sustainability reporting framework;
  - 6.2.3 Developing education for sustainability through utilising the University's research, curriculum and administrative practice to enhance organisational sustainability;
  - 6.2.4 Incorporating the principles of Ecologically Sustainable Design (ESD) into all capital and infrastructure projects;

- 6.2.5 Providing training and support for staff to adopt sustainability principles and practices to achieve sustainable behaviour change in the workplace;
  - 6.2.6 Undertaking research which will develop and strengthen regional partnerships that address sustainable development;
  - 6.2.7 Building capacity in the community by producing graduates who are sustainability literate through their experience at the University; and
  - 6.2.8 Partnering with the community to respond to the regional needs for a sustainable future and provide leadership in our region.
- 6.3 Staff and unions will be kept regularly informed about the University's carbon emissions, water and energy consumption levels and this information will be reported publicly.

## **7. Hours of Work**

The span of ordinary hours of work for TAFE Teachers employed at the Steelhaven Skills Centre, NSW shall be from 7:00 am to 5:00 pm, Monday to Friday.

## **8. Indigenous Employment and Reconciliation**

- 8.1 The University shares the vision of Reconciliation Australia for recognising the special place and culture of Aboriginal and Torres Strait Islander peoples as the First Australians, values their participation and provides equal life chances for all. The University acknowledges that reconciliation involves justice, recognition and healing and is about helping all Australians move forward with a better understanding of the past and how the past affects the lives of Indigenous people today. Further, the University understands that reconciliation involves symbolic recognition of the honoured place of the first Australians, as well as practical measures to address the disadvantage experienced by Indigenous people in health, employment, education and general opportunity.
- 8.2 In pursuing this commitment and these objectives, the University will respect the cultural, social and religious systems practised by Aboriginal and Torres Strait Islander Australians and will provide support to University employees to develop cultural competence so that they are able to interact and communicate effectively with Indigenous Australians and respect and value cultural difference and diversity.
- 8.3 Through its Reconciliation Action Plan, and as an outcome of the review of its Indigenous Employment Strategy, the University is committed to increasing employment and development opportunities for Indigenous Australians and will develop and implement an Indigenous Employment Policy with targets for Indigenous employment as a means of:

- 8.3.1 increasing, encouraging and fostering Indigenous employment and participation at the University;
- 8.3.2 maximising Indigenous staff development; and
- 8.3.3 facilitating and encouraging the direct involvement of Indigenous employees in determining their career strategies, goals and objectives.

The Indigenous Employment Policy will also acknowledge that the long term effectiveness of the University's Aboriginal Education Centre is dependent on Aboriginal and Torres Strait Islander people being the overwhelming majority of employees in the Centre and that the Head of the Centre will be an Aboriginal and/or Torres Strait Islander person.

As a first step, the University undertakes to meet a target of 7 identified Indigenous employees by 31/12/2009. This figure will be adjusted to include higher targets which are expected to be established in the Reconciliation Action Plan. The parties note that the University's previous Indigenous Employment Strategy committed it to a minimum target of 15. On this basis, and subject to consultation with the local Indigenous community, the parties expect that any final target will be no less than this.

- 8.4 The University's Reconciliation Action Plan will also be its key Indigenous policy document where it will articulate its actions regarding improvements to the education, training and research opportunities for Indigenous students; improving the visibility and status of Indigenous culture, knowledge and studies; recruiting and retaining Indigenous staff at all levels of the University; and ensuring that there is involvement of Indigenous people in the decision-making of the University.
- 8.5 The University will consult with its community, the local Indigenous community and (at least annually) with the unions in the development, finalisation and implementation of its Reconciliation Action Plan.
- 8.6 Indigenous Australian employees shall be entitled to five days paid leave for ceremonial or culturally significant days. In addition, Indigenous Australian employees shall be entitled to a maximum of ten days unpaid leave in any twelve month period for the purpose of fulfilling cultural/ceremonial obligations.

## **APPENDIX 13 – VICTORIA UNIVERSITY**

### **ADDITIONAL OR ALTERNATE WORK OUTSIDE OF ORDINARY HOURS ARRANGEMENTS**

1. The University can direct the allocation of an Employee's ordinary hours beyond 5.00 pm Monday to Friday up to a maximum of one night per week.
  - 1.1. Consultation and agreement of an Employee is required where:
    - 1.1.1. the allocation of an Employee's ordinary hours exceeds one night per week as described in clause 1 above; and/or
    - 1.1.2. the Employee is allocated ordinary hours outside the ordinary span of hours described in clause 14 of this Agreement, in circumstances other than that which is described in sub-clause 1 above.
2. Where the Employee is allocated ordinary hours outside the ordinary span of hours described in clause 14 of this Agreement, the appropriate penalty rate shall be paid.

## **APPENDIX 14 – WODONGA INSTITUTE OF TECHNICAL AND FURTHER EDUCATION**


### **ADDITIONAL OR ALTERNATE WORK OUTSIDE OF ORDINARY HOURS ARRANGEMENTS**

1. An Employee may be directed to undertake duties outside of the span of hours for up to one night per week (Monday to Friday) for which the appropriate penalty rate will be applied.
2. For the purpose of sub clause 1, the Institute shall ensure that:
  - 2.1 Employee's engaged as ongoing or fixed term staff, where they have the requisite skills, knowledge and competencies, shall be utilised prior to casual staff being engaged.
  - 2.2 The parties agree that this clause shall not operate in a manner which significantly interferes with an Employee's family responsibilities.

## SIGNATORIES

Signed for and on behalf of  
**Australian Education Union**  
by its duly authorised representative


27/4/09  
Date

  
Signature of authorised representative

Full name: Gillian Robertson

Position title:  
Deputy Vice-President TAFE and Adult  
Provision Sector  
Australian Education Union  
Victorian Branch

Address:  
PO Box 363  
Abbotsford Victoria 3067


Signature of Witness: 

Name of Witness: Mary Therese Bluett

Date: 27/4/09

Signed for and on behalf of  
**the Employer Respondents to the  
Victorian TAFE Teaching Staff Multi-  
Business Agreement 2009** by its duly  
authorised representative in accordance  
with the delegated powers from the  
Victorian TAFE Association Inc.  
Administrative Committee


27<sup>th</sup> April 2009  
Date

  
Signature of authorised representative

Full name: David Williams

Position title:  
Executive Director  
Victorian TAFE Association

Address:  
Level 3, 478 Albert St  
East Melbourne Victoria 3002

Signature of Witness: 

Name of Witness: Jim Andrews

Date: 27/4/09

## SIGNATORIES TO AGREEMENT

**SIGNED** for and on behalf of  
**AUSTRALIAN EDUCATION UNION** by its  
duly authorised representative

5/11/2015  
Date

  
Signature of authorised representative

GREG BARCLAY  
Full Name (please print)

VICE PRESIDENT (TAP) AEU  
Title

112 TRENNERY CRS ABBOTSFORD  
Address

**SIGNED** for and on behalf of **BENDIGO**  
**KANGAN INSTITUTE** by its duly  
authorised representative

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Date

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Signature of authorised representative

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Full Name (please print)

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Address

**SIGNED** for and on behalf of **BOX HILL**  
**INSTITUTE OF TAFE** by its duly  
authorised representative

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Date

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Signature of authorised representative

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Full Name (please print)

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## SIGNATORIES TO AGREEMENT

**SIGNED** for and on behalf of  
**AUSTRALIAN EDUCATION UNION** by its  
duly authorised representative

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Signature of authorised representative

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**SIGNED** for and on behalf of **BENDIGO  
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INSTITUTE OF TAFE** by its duly  
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## SIGNATORIES TO AGREEMENT

**SIGNED** for and on behalf of  
**AUSTRALIAN EDUCATION UNION** by its  
duly authorised representative

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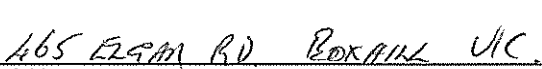
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**SIGNED** for and on behalf of **CHISHOLM INSTITUTE** by its duly authorised representative

Signature of authorised representative

Date

21.10.2015

Full Name (please print)

MARA PETERS

Title

CEO

Address

121 STUD ROAD, DANDEENONG

**SIGNED** for and on behalf of **FEDERATION TRAINING** by its duly authorised representative

Signature of authorised representative

Date

Full Name (please print)

Title

Address

**SIGNED** for and on behalf of **GORDON INSTITUTE OF TAFE** by its duly authorised representative

Signature of authorised representative

Date

Full Name (please print)

Title

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**SIGNED** for and on behalf of **GOULBURN OVENS INSTITUTE OF TAFE** by its duly authorised representative

Signature of authorised representative

Date

Full Name (please print)

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LISA LINE

CEO

2 FENWICK ST, GEELONG

**SIGNED** for and on behalf of **CHISHOLM INSTITUTE** by its duly authorised representative

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Signature of authorised representative

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Signature of authorised representative

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Date

4/11/15

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Full Name (please print)

PAUL COLMAN

\_\_\_\_\_  
Title

CEO

\_\_\_\_\_  
Address

152-200 Fryers Street, Stepparton  
VIC 3630

**SIGNED** for and on behalf of  
**HOLMESGLEN INSTITUTE OF TAFE** by  
its duly authorised representative

15 / 10 / 2015  
Date

Signature of authorised representative

MARY FARAONE  
Full Name (please print)

CHIEF EXECUTIVE  
Title

Address

**SIGNED** for and on behalf of  
**MELBOURNE POLYTECHNIC** by its duly  
authorised representative

Date

Signature of authorised representative

Full Name (please print)

Title

Address

**SIGNED** for and on behalf of **SOUTH  
WEST INSTITUTE OF TAFE** by its duly  
authorised representative

Date

Signature of authorised representative

Full Name (please print)

Title

Address

**SIGNED** for and on behalf of  
**HOLMESGLEN INSTITUTE OF TAFE** by  
its duly authorised representative

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**MELBOURNE POLYTECHNIC** by its duly  
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Signature of authorised representative

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**SIGNED** for and on behalf of **SOUTH  
WEST INSTITUTE OF TAFE** by its duly  
authorised representative

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Signature of authorised representative

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Full Name (please print)

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ROBERT WOOD

CEO

77 ST GEORGES RD, PRESTON VIC  
3072



**SIGNED** for and on behalf of  
**HOLMESGLEN INSTITUTE OF TAFE** by  
its duly authorised representative

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**SIGNED** for and on behalf of **SOUTH  
WEST INSTITUTE OF TAFE** by its duly  
authorised representative

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Signature of authorised representative

15 October 2015  
Date

MARK TERRENCE FIDGE  
Full Name (please print)

C. E. O.  
Title

Timor St, Warranwood, Victoria.  
Address

**SIGNED** for and on behalf of **SUNRAYSIA**  
**INSTITUTE OF TAFE** by its duly authorised  
representative

Date

18/10/15

Signature of authorised representative

Full Name (please print)

Title

Address

453 BENGTROCK AVE, MILDURA,  
VICTORIA 3500

**SIGNED** for and on behalf of **WILLIAM**  
**ANGLISS INSTITUTE OF TAFE** by its duly  
authorised representative

Date

Signature of authorised representative

Full Name (please print)

Title

Address

**SIGNED** for and on behalf of **WODONGA**  
**INSTITUTE OF TAFE** by its duly authorised  
representative

Date

Signature of authorised representative

Full Name (please print)

Title

Address

**SIGNED** for and on behalf of **SUNRAYSIA** )  
**INSTITUTE OF TAFE** by its duly authorised )  
representative )

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**SIGNED** for and on behalf of **WILLIAM** )  
**ANGLISS INSTITUTE OF TAFE** by its duly )  
authorised representative )

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Signature of authorised representative

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Date

23/10/15

\_\_\_\_\_  
Full Name (please print)

NICHOLAS HUNT

\_\_\_\_\_  
Title

CEO

\_\_\_\_\_  
Address

555 LATROBE STREET  
MELBOURNE VIC 3000

**SIGNED** for and on behalf of **WODONGA** )  
**INSTITUTE OF TAFE** by its duly authorised )  
representative )

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Signature of authorised representative

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Full Name (please print)

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**SIGNED** for and on behalf of **SUNRAYSIA** )  
**INSTITUTE OF TAFE** by its duly authorised )  
representative )

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Signature of authorised representative

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Date

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Full Name (please print)

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**SIGNED** for and on behalf of **WILLIAM** )  
**ANGLISS INSTITUTE OF TAFE** by its duly )  
authorised representative )

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Signature of authorised representative

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Date

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Full Name (please print)

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**SIGNED** for and on behalf of **WODONGA** )  
**INSTITUTE OF TAFE** by its duly authorised )  
representative )

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Signature of authorised representative

\_\_\_\_\_  
Date

18/10/15

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Signature of authorised representative

MARK DIXON

\_\_\_\_\_  
Full Name (please print)

CEO

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

McKay St, Wodonga, 3690



**Annexure**

10 November 2015

Commissioner Bissett  
Fair Work Commission  
PO Box 1994, Melbourne,  
Victoria 3001

**Victorian TAFE  
Association**

Reg. No. A37584B

Level 3, 478 Albert Street  
East Melbourne VIC 3002

Telephone (03) 9639 8100  
Facsimile (03) 9663 7566  
[www.vta.vic.edu.au](http://www.vta.vic.edu.au)

Dear Commissioner Bissett

**Re: Application for the approval of the Victorian TAFE Teaching Staff Multi-Enterprise Agreement 2015.**

Employee salaries under the proposed *Victorian TAFE Teaching Staff Multi-Enterprise Agreement 2015 (MEA)* are described in *Schedule 1*.

Further to the acknowledgement contained in Part 3.5 of the F17 Employer's statutory declaration in support of the MEA and on behalf of the twelve TAFE employer signatories to the agreement, the Victorian TAFE Association (VTA) provides the following undertaking:

The wages paid to employees covered by the MEA who meet the definition of an "academic teacher" under the Educational Services (Post-Secondary) Award 2010 will in all cases be higher than the employee would otherwise be entitled to under Clause 14.1 of the Educational Services (Post-Secondary) Award 2010.

Should the Commission require additional information about this undertaking, please contact Andrew Williamson, Executive Director of the VTA on (03) 9639 8100.

Regards,

Andrew Williamson  
Executive Director  
Victorian TAFE Association

CC: Mr Greg Barclay, Vice President TAFE & Adult Provision, Australian Education Union