

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999 – s. 156 – certification of an agreement*

Department of Education and Training, TAFE Educational Employees Certified Agreement 2009

*Matter No. CA/2009/122*

Commissioner Asbury

20 November 2009

CERTIFICATE

This matter coming on for hearing before the Commission on 12 November 2009 the Commission certifies the following written agreement:

Department of Education and Training, TAFE Educational Employees Certified Agreement 2009 – CA/2009/122.

Made between:

The Queensland Public Sector Union of Employees;  
Queensland Teachers Union of Employees; and  
Department of Education and Training

The agreement was certified by the Commission on 12 November 2009 and operates from that date until 31 July 2012. The parties have agreed that the agreement will have effect from 01 August 2009.

This agreement cancels CA/2006/304 - *Department of Education, Training and the Arts, TAFE Educational Employees Certified Agreement 2006*

By the Commission.

I.C. Asbury  
Commissioner

*Industrial Relations Act 1999, s.156*

Director-General of the Department of Education and Training

AND

The Queensland Public Sector Union of Employees and  
The Queensland Teachers' Union.

*(No. CA of 2009)*

**DEPARTMENT OF EDUCATION AND TRAINING  
TAFE EDUCATIONAL EMPLOYEES  
CERTIFIED AGREEMENT 2009**

APPLICATION FOR CERTIFICATION OF AGREEMENT

THE AGREEMENT, having been made under the *Industrial Relations Act 1999*, on the 27th day of October 2009, BETWEEN the Director-General of the Department of Education and Training; AND the Queensland Public Sector Union of Employees; and Queensland Teachers' Union of Employees witness that the parties mutually agree as follows:

**1.0 TITLE**

1.1 This Agreement shall be known as the *Department of Education and Training, TAFE Educational Employees Certified Agreement 2009*.

**2.0 ARRANGEMENT**

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- 42.0 Paid parental Leave
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**Appendix 1: SALARY SCHEDULE****Appendix 2: CLASS SIZE PRESCRIPTIONS****Appendix 3: FLEXIBLE DELIVERY GUIDELINES AND DELIVERY PLANNING CHECKLIST****Appendix 4: PROGRAMMING GUIDELINES****Appendix 5: LEADING VOCATIONAL TEACHER GUIDELINES****3.0 APPLICATION**

3.1 This Agreement shall apply to employees engaged under the *TAFE Teachers' Award - State 2003* and the *Senior College Teachers' Award - State 2003*.

**4.0 DATE OF OPERATION**

4.1 The Agreement operates from 1 August 2009 until the nominal expiry date of 31 July 2012.

**5.0 POSTING OF AGREEMENT**

5.1 A copy of this Agreement must be displayed in a conspicuous place at the workplace, where it can be easily read by employees in the workplace.

**6.0 RELATIONSHIP TO AWARDS AND INDUSTRIAL INSTRUMENTS**

6.1 This Agreement is to be read in conjunction with existing awards and industrial instruments covering employees covered by this Agreement. In the event of any inconsistency with existing awards and industrial instruments, the terms of this Agreement shall take precedence.

**7.0 REPLACEMENT OF PREVIOUS CERTIFIED AGREEMENT**

7.1 This Agreement replaces the Department of Education, Training and the Arts TAFE Educational Employees Certified Agreement 2006.

**8.0 EQUITY CONSIDERATIONS**

8.1 This Agreement will achieve the principal objects specified in sections 3(c), 3(d) and 3(n) of the *Industrial Relations Act 1999*. We will respect and value the diversity of our employees through helping to prevent and eliminate discrimination.

8.2 In addition, the effect of this Agreement is not to allow any conduct or treatment, either direct or indirect that would contravene the *Anti-Discrimination Act 1991*.

**9.0 SALARY INCREASES**

9.1 In recognition of the commitment of the parties, the following wage increases shall be available to employees covered by this Agreement:

1 August 2009	4.5% or \$34.00 per week (whichever is the greater)
1 August 2010	4% or \$34.00 per week (whichever is the greater)
1 August 2011	4% or \$34.00 per week (whichever is the greater)

9.2 Provided that the first wage increase provided in the replacement agreement will not occur before 1 August 2012.

9.3 The salary schedule is set out at Appendix 1.

**10.0 TEACHERS SALARIES****10.1 Salaries General**

10.1.1 The provisions of this Clause apply in lieu of Clause 5.1.2 of the TAFE Teachers' Award State 2003 (the Award) and Clause 5.2.2 of the Senior College Teachers' Award State 2003.

10.1.2 The scale of minimum salaries that shall apply to Teachers is as listed at Appendix 1 of this agreement.

- 10.1.3 Except as otherwise provided in this Agreement or the Award and provided that the provisions of the agreement prevail over the award, progression from one salary step to a higher salary step shall be by annual increments.
- 10.1.4 A teacher without an approved teaching qualification shall not progress beyond Step 4 of the scale.
- 10.1.5 Progression beyond step 4 will be in accordance with the departmental "Policy on What Constitutes an Approved Teaching Qualification in TAFE".

## **10.2 Salaries at Appointment**

- 10.2.1 Subject to subclause 10.2.2, salary at appointment will be determined by the Institute Director or delegate within the range of Step 1 and Step 4 of the salary scale at Appendix 1 of this Agreement based on the business needs of the institute and the qualifications, skills and experience of the appointee according to the following criteria–
- (i) Business needs of the institute include isolation, the ability to recruit and local industry training needs.
  - (ii) Qualifications include teaching, vocational AQF, licenses and professional body credentials.
  - (iii) Skills include the ability to teach a broad range or higher level of classes, or expertise in business development, industry liaison, or, financial, project or relationship management.
  - (iv) Experience includes teaching experience – type, currency, length and breadth, length and range of delivery methods, industry experience – length and breadth.
- 10.2.2 The following minimum provisions relating to the appointment of teachers with an approved teaching qualification are to be read in conjunction with sub clause 10.2.1:
- (i) A teacher with an approved teaching qualification in addition to vocational qualifications not less than diploma level and up to and including degree level, and 5 years post trade training industrial/teaching experience shall be appointed at no less than Step 2 of the scale as set out in Appendix 1.
  - (ii) A teacher with an approved teaching qualification, a vocational qualification at bachelor degree level plus additional higher qualifications and 5 years post trade training industrial and/or teaching experience shall commence at Step 3 of the scale as set out in Appendix 1.
  - (iii) Recognition of previous teaching experience – Recognition of teaching experience up to Step 7 on the scale as set out in Appendix 1 is dependent upon the applicant holding an approved teaching qualification and having post qualification teaching experience in an approved educational institution.

## **10.3 Emergent Staffing**

- 10.3.1 In emergent circumstances, an agreement between the Director-General or delegate of the department and the unions party to this agreement will permit teachers to be remunerated at any level of the teachers salary scale as set out in Appendix 1; and
- 10.3.2 Such teachers may not progress to LVT status without an approved teaching qualification.

## **11.0 NO FURTHER CLAIMS**

- 11.1 This agreement is in full and final settlement of all parties' claims for its duration. It is a term of this agreement that no party will pursue any extra claims relating to wages or conditions of employment whether dealt with in this agreement or not.
- 11.2 This agreement covers all matters or claims that could otherwise be subject to protected industrial action.
- 11.3 It is agreed that the following changes may be made to employee's rights and entitlements during the life of this agreement:
- a. General Rulings and Statements of Policy issued by the Queensland Industrial Relations Commission that provide conditions that are not less favorable than current conditions;
  - b. Any improvements in conditions that are determined on a whole-of-government basis;
  - c. Reclassifications;
- 11.4 Unless inconsistent with the terms of this agreement, the entitlement of employees covered by this agreement as contained in awards, agreements, Ministerial Directives or determinations made under the *Public Service Act 2008* effective at the date this agreement was made shall not be reduced for the life of this agreement.

## **12.0 AWARD MAINTENANCE**

- 12.1 Subject to clause 9, the Queensland Industrial Relations Commission State Wage increases awarded during 2009 and the period up to, and including, the nominal expiry date of this Agreement shall be absorbed into the wage increases provided by this Agreement.
- 12.2 It is a term of this Agreement that no person covered by this Agreement will receive a rate of pay, which is less than the corresponding rate of pay in the relevant parent Award.
- 12.3 The employer will consent to applications made after the nominal expiry date of this Agreement to amend either of the parent Awards to incorporate wage adjustments based on this Agreement.

## **13.0 CASUAL EMPLOYMENT**

- 13.1 A casual employee means an employee, other than a part-time employee, who is engaged as such on an hourly basis to work for less than the ordinary working hours of a full-time employee.
- 13.2 Casual employees should not:
- be engaged on a regular and systematic basis;
  - be engaged for several periods of employment for more than one year; and
  - have a reasonable expectation of further employment with the employer.
- 13.3 A casual employee is not entitled to annual leave, sick leave or paid public holidays. However, casuals are compensated for the loss of these entitlements by way of an extra loading added to their ordinary rate of pay.

## **14.0 HOURS OF WORK**

### **14.1 Definitions**

*Contact time* – teaching/delivery of course content.

*Non-contact time* - preparation and other institute related duties performed at and away from the institute.

*Overtime* – is work performed:

- in excess of 21-25 contact time hours per week for teachers; or
- in excess of 24-28 contact time hours per week for tutors; or
- in excess of 32 hours of programmed duties per week; or
- outside the ordinary spread of hours.

### **14.2 Ordinary Hours**

- 14.2.1 For the sake of clarity, the parties acknowledge that the system of annualising work hours (annualisation) ceased on 31 December 2003 and no longer applies to employees covered by this agreement.
- 14.2.2 The ordinary hours of work shall not exceed 36.25 per week. The ordinary hours per week may be broken down into the following components:
- Programmed contact time: maximum of 25/28 teaching/tutoring agreed programmed hours per week; and
  - Programmed non-contact time: calculated at 32 hours less agreed programmed contact time hours per week; and
  - Non-contact time - 4.25 hours: the nature of the duties to be performed between 32 hours per week and 36.25 hours per week is at the discretion of the teacher. Such discretion will be reasonably exercised.
- 14.2.3 Educational programming should be directed towards attendance at an institute or maintenance of an institute related workload of 32 hours per week (plus additional duties where appropriate).
- 14.2.4 Where a teacher agrees to work up to 25 hours per week contact time as part of their regular semester program, as negotiated with their team, such contact time will not be considered excessive nor will it incur overtime penalties. In circumstances where teachers volunteer to exceed 25 contact hours in a week, overtime automatically applies for that contact time in excess of 25 hours, irrespective of the total weekly workload.
- 14.2.5 Contact time between 21 and 25 hours for teachers will be permitted irrespective of agreement to fulfil ad hoc or emergent teaching needs, for a maximum of 4 consecutive weeks per semester. Such contact time hours worked in excess of 21 hours where there is no agreement will incur overtime penalties.

- 14.2.6 Attendance time for teachers and tutors may be extended by up to half an hour per week or one hour per fortnight to provide for a staff meeting, without incurring overtime penalties.

### **14.3 Spread of Hours**

- 14.3.1 The ordinary hours of work shall be worked between 8.00am and 9.00pm Monday to Friday, and between 8.00am and 6.00pm on Saturday. Any work on Saturday will only be by mutual agreement.
- 14.3.2 Teaching or tutoring programmed before 8.00am or after 6.00pm Monday to Friday, or on Saturday, shall attract either:
- a. \$24.61 per hour for teachers and \$13.59 per hour for tutors in addition to the ordinary hourly rate of pay (which amount will increase with the wage increases scheduled for 1/08/10 and 1/08/11); **or**
  - b. actual time worked which is to be counted at the rate of one and a half times for the purpose of recognising the teaching/tutoring contact hours (computed time).
- 14.3.3 The method of compensation will be determined at the beginning of the course/semester by mutual agreement, except for Saturday work where the employee may nominate the preferred method of compensation. Neither party will unreasonably obstruct agreement.
- 14.3.4 Where TAFE-related duties, other than teaching and tutoring contact hours, are performed outside of the hours 8.00am to 6.00pm Monday to Saturday, arrangements will be by mutual agreement.

### **14.4 Overtime**

#### 14.4.1 Definitions

*Overtime Rate of Pay for Teachers* - For the purpose of this clause the overtime rate for a teacher is calculated by dividing the current fortnightly salary of step 4 of the 2009 enterprise bargaining teacher salary scale by 42 and adding 23% for engagements within the spread of hours. This hourly rate includes payment for contact and non-contact time.

*Overtime Rate of Pay for Tutors* - For the purpose of this clause the overtime rate for a tutor is calculated by dividing 70% of the current fortnightly salary of step 4 of the 2009 enterprise bargaining teacher salary scale by 64 and adding 23% for engagements within the spread of hours.

*TOIL* – Time off in lieu is a mechanism to compensate educational staff for overtime on a time for time basis at the employee's ordinary rate of pay.

#### 14.4.2 General Provisions

- 14.4.3 All forms of overtime that result in either the payment of overtime rates of pay or the accumulation of TOIL must be approved in advance by the Institute Director or delegate.
- 14.4.4 No claim for overtime is to be approved where an employee elects to work solely for his or her own benefit or convenience. Overtime rates of pay represent the contact hours only as the hourly rate is inclusive of all preparation time.
- 14.4.5 TOIL is a form of compensation for overtime and is recognised as time for time recompense for overtime work performed. Accordingly, when team members are negotiating for the prior approval of TOIL, such time should represent the actual time taken to perform the task(s) concerned, including preparation.
- 14.4.6 Employees who receive overtime penalties in regard to their contact-time hours in a particular week cannot also receive overtime for work performed in excess of their 32 programmed hours of work, i.e. there is to be no double counting.
- 14.4.7 Work in excess of 21-25 hours - Teacher:

(a) For work performed in excess of 21-25 agreed programmed contact time hours or 21 contact time hours where no agreement exists, an employee may elect to be compensated by one of the following:

- Be paid the additional hours at the overtime rate of pay; or
- Accumulate TOIL on the basis of time for time.

(b) Subject to those teachers whose program emphasis is on non-contact duties rather than contact duties, full-time teachers who in a particular week have not been programmed for 21 contact hours (or an approved workload equivalent) are not eligible for overtime until they work in excess of 21 (or their approved equivalent).

(c) In circumstances where teachers volunteer to exceed 25 contact hours in a week, overtime automatically applies for the contact time hours in excess of 25, irrespective of the total weekly workload.

#### 14.4.8 Work in excess of 24-28 hours - Tutor:

(a) For work performed in excess of up to 24-28 agreed programmed contact time hours or 24 contact time hours where no agreement exists, an employee may elect to be compensated by one of the following:

- Be paid the additional hours at the overtime rate of pay; or
- Accumulate TOIL on the basis of time for time.

(b) Subject to those tutors whose program emphasis is on non-contact duties rather than contact duties, full-time tutors who in a particular week have not been programmed for 24 contact hours (or an approved workload equivalent) are not eligible for overtime until they work in excess of 24 (or their approved equivalent).

(c) In circumstances where tutors volunteer to exceed 28 contact hours in a week, overtime automatically applies for the contact time hours in excess of 28, irrespective of the total weekly workload.

#### 14.4.9 Work in excess of 32 hours - Teachers and Tutors:

(a) For work performed in excess of the 32 programmed hours of work an employee may elect to be compensated by one of the following:

- Be paid the additional hours at the overtime rate of pay; or
- Accumulate TOIL on the basis of time for time.

#### 14.4.10 Work performed on a weekend or public holiday:

(a) For work performed on a Saturday an employee shall be paid at one and a half times the overtime rate of pay (as defined in clause 14.4.1);

(b) For work performed on a Sunday an employee shall be paid at double the overtime rate of pay (as defined in clause 14.4.1); and

(c) For work performed on a public holiday an employee shall be paid at the rate of double time and one-half the overtime rate of pay (as defined in clause 14.4.1) with a minimum of four hours in accordance with the public holiday provisions contained within the relevant parent award.

### 14.5 **Time Off In Lieu (TOIL)**

14.5.1 TOIL is recognised as time for time recompense for overtime work performed. TOIL is used as an alternative to payment of overtime rates. However, limitations are to apply in terms of how much TOIL can be accrued and when unused portions of TOIL will be paid out. The following limitations are to apply:

- Any unused balance of TOIL is to be paid out effective at the commencement date of each semester (six monthly).
- Where TOIL balances reach 40 hours, then all balances are to be paid out.

14.5.2 Teachers/tutors are encouraged to avail themselves of accumulated TOIL when teaching commitments are low.

14.5.3 TOIL is paid at the ordinary hourly rate of the teacher/tutor concerned.

14.5.4 Where tutors accrue TOIL whilst relieving higher duties in teaching positions and are subsequently paid out due to an inability to take the time off as a teacher, the tutor will have such accruals converted at a rate of 1.14 to each hour accrued while teaching, prior to payment at the tutor rate of pay.

### 14.6 **Educational Administrators**

14.6.1 The ordinary hours of work for Educational Administrators are in accordance with the department's "Hours of Work Arrangements".

## 15.0 **PROGRAMMING**



## **15.1 Principles**

- 15.1.1 Timetabling should be directed towards maintaining a programmed weekly workload of 32 hours (plus additional hours where appropriate).
- 15.1.2 Timetabling should be based on flexibility, reflect the most effective combination of contact and non-contact time and demonstrate equitable distribution of workload across the team.
- 15.1.3 It is not intended that teachers or tutors will constantly undertake high workloads.
- 15.1.4 The allocation of duties within the ordinary hours of work will be determined by negotiation between the team and the immediate supervisor. Where the parties are unable to reach agreement on the allocation of duties within a program, the matter shall be dealt with in accordance with the dispute resolution process outlined in clause 15.3.
- 15.1.5 Teaching teams will negotiate appropriate delivery arrangements, which consider the nature, complexity, history and future requirements of the program.
- 15.1.6 The negotiation of appropriate delivery arrangements will involve:
- (a) Educational members of delivery teams developing their program within reasonable parameters set by the Institute;
  - (b) Programs being submitted to Institute management for approval and such approval will not be unreasonably withheld; and
  - (c) Referral to the dispute resolution process outlined at clause 15.3 where approval cannot be achieved.
- 15.1.7 Prior to the commencement of programming activities, Institute management shall provide each team with an approved set of parameters endorsed by the Local Consultative Committee. Institutes retain their existing programming parameters until such time as new ones are agreed. The endorsed parameters should contain information required by teams to enable efficient programming. The approved parameters shall not be subject to amendment or variation except with the agreement of the Local Consultative Committee.
- 15.1.8 Except where specific provision is made within the agreed processes, a team's approved delivery arrangement shall only be subject to amendment or alteration after consultation with the team.
- 15.1.9 Programs may be varied in accordance these provisions and agreed programming guidelines.
- 15.1.10 The development of programs should also take into consideration the Flexible Delivery Guidelines as outlined in Appendix 3, as amended by agreement between the parties from time to time.

## **15.2 Guidelines**

- 15.2.1 The development of delivery arrangements/programs shall be the subject of a set of guidelines agreed between the parties and amended by agreement from time to time. The guidelines in Appendix 4 shall apply unless or until varied by agreement between the parties.

## **15.3 Programming Disputes Resolution Process**

- 15.3.1 Whether arising specifically from the operation of clause 15.1 of this Agreement or in relation to programming issues generally, the disputes resolution process as outlined below shall be followed:

### **Stage 1**

Consideration by a sub-committee of the Local Consultative Committee (LCC) comprised of educational staff and management representatives, which may include the Institute Director, with recommendations to the team/management within two (2) days.

### **Stage 2**

If either party is not satisfied with the outcome from Stage 1, the matter may be referred by either party to both employee representatives and officers from the Department's Training Human Resource Division for consideration and action within seven (7) days.

### Stage 3

If either party is not satisfied with the outcome from Stage 2 of this process, the matter may be referred by either party to the department's Training Consultative Committee (TCC) for consideration and action within seven (7) days.

15.3.2 If the matter is not resolved then either party may refer it to the Commission. In terms of s. 230 of the *Industrial Relations Act 1999*, the Commission is empowered to do all things necessary to prevent and/or settle the dispute and determine any matter in dispute.

15.3.3 All timelines outlined above may be altered by mutual agreement between the parties.

### 15.4 Programming Review

15.4.1 The parties recognise the need to review the wording associated with programming and the Programming Guidelines in order to provide clarity around interpretation and application of these conditions of the certified agreement. Such review will not lead to a reduction in employment entitlements and conditions, and is intended to be completed with outcomes approved by the TCC within 3 months of the date of certification of this agreement.

## 16.0 LEADING VOCATIONAL TEACHERS

### 16.1 Removal of Principal Teacher 1 and Principal Teacher 2

16.1.1 In the *TAFE Queensland Educational Staff Sub-agency Certified Agreement 2003*, the parties agreed to the phased removal of the Principal Teacher 1 classification provided that employees engaged at the Principal Teacher 1 level continue to be paid in accordance with this level until such time as they leave their teaching engagements with the department. This initiative is to be retained in this agreement. The Principal Teacher 1 Classification has been renamed 'Leading Vocational Teacher (Grandfathered Principal Teacher)' in the salary schedule set out at Appendix 1.

16.1.2 In the *TAFE Queensland Educational Staff Sub-agency Certified Agreement 2003*, the parties agreed to the removal of the Principal Teacher 2 classification provided that it is replaced with a new classification to be referred to as Leading Vocational Teacher. This initiative is to be retained in this agreement and is reflected in the salary schedule set out at Appendix 1.

16.1.3 Those teachers originally engaged at Principal Teacher 1 and 2 who have subsequently transitioned to the Leading Vocational Teacher classification will be required to perform additional LVT duties, but shall not be required to sign an undertaking.

### 16.2 Eligibility for LVT

16.2.1 Teachers on Step 7 of the 2009 enterprise bargaining teacher salary scale are eligible to progress to Leading Vocational Teacher Step 1 providing:

- the teacher signs an undertaking to perform an additional duty or duties negotiated within the teaching team and agreed between the team and manager. However, it is agreed that management reserves the right to determine the strategic priorities for teams; and
- the employee has completed at least 12 months continuous service at Step 7.

16.2.2 Progression to Step 1 of the Leading Vocational Teacher classification will take effect from the date the undertaking is signed by both parties.

16.2.3 Progression to Steps 2 and 3 of Leading Vocational Teacher will be subject to:

- annual increment; and
- agreement of the parties to either renew the existing undertaking or negotiate a new undertaking; and
- managerial approval of an LVT's satisfactory conduct, diligence and efficiency.

### 16.3 Duties

16.3.1 Leading Vocational Teachers will commit to teaching excellence and a leadership role within the team by performing higher level duties of an educational or strategic business nature.

16.3.2 Performance of such duties will not be so frequent or onerous as to detract from the Leading Vocational Teacher's primary role as a teacher. Therefore, a reduction of contact hours should only be approved in exceptional circumstances.

16.3.3 The following is a suggested list of additional duties that the parties may consider in the formulation of an agreed

LVT undertaking. However, this list is indicative only and does not provide an exhaustive list -

- a. Leadership in teaching practice;
- b. Teacher plus team leadership;
- c. Mentoring (teachers/tutors);
- d. Performance, planning and review;
- e. Industry liaison work;
- f. Work in industry;
- g. International projects/business;
- h. Functional Responsibility (e.g. financial or staffing);
- i. Marketing (development of promotional strategies);
- j. Programming;
- k. Performance of high level duties of a critical nature to the business provided that these duties are not those expected of Associate Directors or those on the Education Administrator Level.

16.3.4 Should a Leading Vocational Teacher fail to meet their undertaking they shall be made subject to a review of their duties and classification in line with departmental performance management processes. Such a review may consider a reallocation of duties or a removal of the Leading Vocational Teacher classification whereby the employee may return to Step 7.

#### **16.4 Guidelines**

16.4.1 Leading Vocational Teacher arrangements shall be the subject of a set of guidelines agreed between the parties to the certified agreement and amended by agreement from time to time. The guidelines in Appendix 5 shall apply unless or until varied by agreement between the parties.

#### **17.0 CROSS CULTURAL TRAINING**

17.1 The parties agree that targeted cross cultural training will be available to all employees in accordance with the department's Equal Employment Opportunity plan.

#### **18.0 CLASS SIZES**

18.1 The parties agree that in order to provide students with optimum learning experiences, it is necessary for teachers and management, with the support of a range of personnel within the learning environment, to determine how courses will be offered and the composition of classes.

18.2 Class sizes will be established to promote quality learning outcomes for students and to maximise the effectiveness of education delivery.

18.3 The numeric size of individual classes will be established via consultation between the team and management during the development of the program. During the development and delivery of the program the parties will ensure occupational health and safety obligations are met.

18.4 Neither party will unreasonably withhold agreement. Where the parties cannot agree, matters will be resolved by means of the dispute resolutions procedures contained in the Programming Clause.

18.5 Because of changing technology and the increased demand for flexibility in the method of presentation of courses, a number of factors may be considered, including:

- Face to face contact as a class;
- Mixed mode delivery;
- Self-paced learning modules;
- Computer-aided learning packages;
- Work-based learning;
- Project work;
- Individual learning centres;
- Lectures followed by tutorials;
- Varied delivery times;
- Activity-based learning;
- Recognition of prior learning or current competencies;
- Trade testing.

18.6 This clause is to be read in conjunction with Appendix 2 'Class Size Prescriptions'.

## **19.0 EDUCATIONAL ADMINISTRATORS**

19.1 The parties agree that progression through classification level EAL1 will be subject to:

- annual increment, and
- managerial approval of an employee's satisfactory conduct, diligence and efficiency; and
- the employee having received a salary at a particular classification and paypoint for a period of at least 12 months from the certification of this agreement.

19.2 EAL2 and EAL3 are separate classifications and do not involve incremental progression.

## **20.0 NON-ATTENDANCE TIME (NAT)**

20.1 Schedule 1 of the relevant parent award provides the opportunity for Institute Directors (by delegation) to require NAT to be taken with four weeks notice. Where it is considered necessary for the efficiency of programming, Institute Directors will activate this provision.

20.2 As a guide, the allocation/approval of NAT should facilitate the opportunity for staff to prepare all necessary work required prior to the commencement of education delivery.

20.3 The programming of NAT should provide staff with the necessary opportunity to achieve all preparatory responsibilities.

20.4 As professionals, teachers will ensure that they are able to deliver teaching programs on the commencement of student attendance at college. It is further recognised that teachers will be unable to comply with this requirement where institutes fail to provide them with teaching programs in advance of taking NAT. Any departure from these arrangements will be mutually agreed between the teacher, teaching team and Institute Director.

## **21.0 ANNUAL LEAVE PAYMENTS AND LOADING**

21.1 Wages payable for periods of annual leave will not be paid in advance except in circumstances considered exceptional including, but not limited to, travel to international or remote locations causing hardship; and

21.2 In the case of employees who are entitled to the 17.5% annual leave loading, four weeks' annual leave loading will be paid during December of each year.

## **22.0 PROFESSIONAL DEVELOPMENT**

22.1 TAFE Institutes are committed to maintaining professional development at two and one half percent (2.5%) of payroll. Access to ten days of Professional Development is available to TAFE educational staff.

## **23.0 EMPLOYMENT SECURITY**

23.1 The government is committed to maximum employment security for tenured public sector employees by developing and maintaining a responsive, impartial and efficient public service as the preferred provider of existing services to Government and the community.

## **24.0 PERMANENT EMPLOYMENT**

24.1 The parties are committed to maximising permanent employment where possible. Casual or temporary forms of employment should only be utilised where permanent employment is not a viable or appropriate. Agencies are encouraged to utilise workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future needs.

## **25.0 ORGANISATIONAL CHANGE AND RESTRUCTURING**

25.1 The Government is committed to providing stability to the public sector by limiting organisational restructuring and contracting-out of services.

25.2 These commitments are effected through the Government's "Policy on the Contracting-Out of Government Services" and the relevant Directive.

25.3 Management shall advise their relevant LCC of their intention to implement changes that may affect the employment security of their employees, prior to the commencement of any planned changes.

- 25.4 It is acknowledged that management has a right to implement changes to ensure the effective delivery of public services. The consultation process will not be used to frustrate or delay the changes but rather ensure that all viable options are considered. If this process cannot be resolved at the LCC in a timely manner either party may refer the matter to TCC for resolution.
- 25.5 The parties agree that agencies should report to employee representatives on a quarterly basis the current status of employment practices within the agency. This report should be provided on a quarterly basis at the TCC. Specifically, the report should detail the following:
- (a) a snapshot of the current workforce including the total number of employees, the number of employees by appointment type (permanent, temporary and casual), stream allocation;
  - (b) a report on the variance from the previous quarter in the use of casuals, temporaries and the number of people engaged through labour hire;
  - (c) the number of people engaged through labour hire;
  - (d) any significant variance in the number of permanent employees;
  - (e) the conversion of temporary employees to tenured status.
- 25.6 Permanent public sector employees will not be forced into unemployment as a result of organisational change or changes in departmental priorities. Where changes to employment arrangements are necessary, there will be active pursuit of retraining and deployment opportunities. There is a responsibility on the employee to meaningfully participate in the opportunities made available. Employees will comply with the Deployment and Redeployment Directive, including the requirement that they participate actively in the deployment process. The full provisions of the Directive will be followed where employees refuse to participate or cooperate in these processes.

## **26.0 SALARY PACKAGING**

- 26.1 Salary packaging is available for employees in departments and agencies covered by this agreement.
- 26.2 Departments and agencies are to apply the following principles for employees that avail themselves of salary packaging:
- (a) as part of the salary package arrangements, the costs for administering the package, including fringe benefits tax, are met by the participating employee;
  - (b) there will be no additional increase in superannuation costs or to fringe benefits payments made by the employer;
  - (c) increases or variations in taxation are to be passed to employees as part of their salary package;
  - (d) where mandated by relevant government policies, employees must obtain independent financial advice prior to taking up a salary package. Where no mandatory requirement exists, it is *strongly recommended* to all employees to seek independent financial advice when entering into a salary packaging arrangement for the first time, or adding new item/items to an already agreed packaging arrangement;
  - (e) the Employer will pass on to the employee any Input Tax Credits (ITCs) it receives as part of salary packaging;
  - (f) there will be no significant additional administrative workload or other ongoing costs to the employer;
  - (g) any additional administrative and fringe benefit tax costs are to be met by the employee;
  - (h) any increases or variations to taxation, excluding payroll tax that result in additional costs are to be passed on to the employee as part of the salary package.
- 26.3 The employee's salary for superannuation purposes and severance and termination payments will be the gross salary, which the employee would receive if not taking part in flexible remuneration packaging.
- 26.4 Subject to federal legislation, employees may elect to adjust their current salary sacrifice arrangements to sacrifice up to 100% of salary to superannuation.

## **27.0 CONSULTATIVE COMMITTEES**

### **27.1 Training Consultative Committee (TCC)**

- 27.1.1 There will be a joint consultative committee made up of employee and employer representatives known as the Training Consultative Committee (TCC). The purpose of TCC is to oversee the implementation of the certified agreement and operate as the peak consultative body for the department's Training Division.
- 27.1.2 TCC will also be responsible for the resolution of matters not resolved at the local consultative committee level.
- 27.1.3 The composition and functions of the TCC will be the subject of terms of reference agreed between the parties and amended by agreement from time to time.

### **27.2 Local Consultative Committees (LCC)**

- 27.2.1 Each Institute will also have a local level consultative committee made up of employee and Institute representatives known as the Local Consultative Committees (LCC).
- 27.2.2 The LCC may, by agreement, subsume the role/s of any other consultative forums already in place.
- 27.2.3 The purpose of the LCC will be to consult on a broad range of local issues and is not confined to the discussion of matters arising from this agreement.
- 27.2.4 Matters not resolved at the LCC may be referred to the TCC for resolution, including disputes pertaining to programming.
- 27.2.5 The composition and functions of the LCC will be the subject of guidelines agreed between the parties and amended by agreement from time to time.

## **28.0 FACILITATIVE PROVISIONS**

- 28.1 Nothing in this agreement prevents the parties from identifying flexibilities or changes to be implemented by mutual agreement.
- 28.2 There must be:
  - (a) consultation with affected employees;
  - (b) agreement by the employee representatives covering the affected employees; and
  - (c) agreement by all relevant parties at the TCC.
- 28.3 Provided that where agreement cannot be reached, the parties may access the disputes procedures set out in Clause 29 of this agreement.
- 28.4 Any such change must be documented and made available to all employees directly or indirectly affected by the proposal.
- 28.5 If an appropriate flexibility provision is contained in the relevant award then the parties may implement changes in accordance with the relevant award provision.
- 28.6 Where an identified flexibility or change affects an award condition of employment or a condition of employment specified in a Ministerial Directive then the parties must effect the change through a certified agreement made pursuant to the provisions of the *Industrial Relations Act 1999*.

## **29.0 PREVENTION AND SETTLEMENT OF DISPUTES**

- 29.1 Notwithstanding the Programming Disputes Resolution Process (as outlined in clause 15 Programming), the objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Agreement, by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- 29.2 Subject to legislation, while the dispute procedure is being followed, normal work is to continue except where the employee has a reasonable concern about an imminent risk to the employee's health or safety. The *status quo* existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- 29.3 There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- 29.4 In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedures shall apply:

**Stage 1**

Consideration by a sub-committee of the Local Consultative Committee (LCC) comprised of educational staff and management representatives, which may include the Institute Director, with recommendations to the team/management within two (2) days.

**Stage 2**

If either party is not satisfied with the outcome from Stage 1, the matter may be referred by either party to both employee representatives and officers from the Department's Workforce Relations Unit for consideration and action within seven (7) days.

**Stage 3**

If either party is not satisfied with the outcome from Stage 2 of this process, the matter may be referred by either party to the Training Consultative Committee (TCC) for consideration and action within seven (7) days.

29.5 If the matter is not resolved then either party may refer it to the Queensland Industrial Relations Commission. In terms of s. 230 of the *Industrial Relations Act 1999*, the Commission is empowered to do all things necessary to prevent and/or settle the dispute and determine any matter in dispute.

29.6 All timelines outlined above may be altered by mutual agreement between the parties.

29.9 The parties acknowledge that, for matters not covered by this agreement, there are other dispute resolution procedures available.

**30.0 REASONABLE WORKING HOURS**

30.1 The Queensland Government is committed to working with its employees and employee representatives to address workload management issues. The Queensland Government remains committed to the implementation of the Workload Management Tool during the life of the Certified Agreement.

30.2 In addition, the parties agree that each Local Consultative Committee (LCC) will deal with the issue of workload management. The activities of the LCC in the area of workload management should include, but not be limited to, the following:

- To undertake research on local workload management issues;
- To address specific workload issues referred by staff of work units, employee representatives and/or management;
- To develop expedient processes for referral of workload issues to the LCC;
- Based on research, develop strategies to improve immediate and long term workload issues;
- To assess the implications of workloads from a workplace health and safety perspective and refer relevant matters to the workplace health and safety committee.

**31.0 FAIR CAREER PATHS**

31.1 The parties are committed to providing reasonable career opportunities to public sector workers. The parties are committed to provide consistent and transparent classifications across the public sector.

**32.0 WORKPLACE BULLYING**

32.1 The parties recognise that workplace bullying is a serious issue which is not acceptable and must be eliminated.

**33.0 BALANCING WORK/LIFE AND FAMILY**

33.1 The parties acknowledge that a number of issues relating to work/life balance have been agreed at a Whole of Government level, including:

- a. increasing paid maternity and adoption leave to 14 weeks through an amendment to the relevant Ministerial Directive;
- b. introducing mechanisms by which employees can agree to work reduced months in a year and receive a proportionate salary over a full 12 month period, when this arrangement meets the operational needs of an agency;
- c. introducing access to half pay recreation leave; and
- d. enhancing long service leave arrangements to provide:

- i. pro rata leave after 7 years service;
- ii. the ability to access long service leave at half pay;
- iii. a reduction in the minimum period of long service leave from one week to one day; and
- iv. the payment of long service leave at an employees' rate of pay prior to reversion to a lower classification.

### **34.0 CULTURAL LEAVE**

- 34.1 The parties agree that access to unpaid Cultural Leave should continue to be available to all TAFE educational employees covered by this Agreement.
- 34.2 For the purposes of this Agreement, the parties agree that all employees covered by this Agreement shall be eligible to have an application for unpaid Cultural Leave considered by the Chief Executive. Any application for unpaid Cultural Leave shall be considered by reference to the discretionary powers of the Chief Executive under the Minister of Industrial Relations Special Leave directive (Part B).
- 34.3 Appropriate purposes for which such leave may be obtained include:
- a. An employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for Aboriginal ceremonial purposes or Torres Strait Islander ceremonial purposes.
  - b. These days may include but will not be limited to tombstone openings, smoking of houses, initiation ceremonies, National Aborigines and Torres Strait Islanders Observance Day, Coming of the Light or to attend other such ceremonies deemed by the elders to be significant.
  - c. An employee who is legitimately required by their cultural background (and who is not an Aboriginal or Torres Strait Islander person), to be absent from work for cultural purposes.
  - d. These days may include but will not be limited to ceremonial mourning days, new year celebrations, significant national or memorial days, ceremonial activities that occur on one and/or number of consecutive days.
  - e. Notwithstanding these provisions the employer may allow any employee to attend significant traditional or ceremonial functions that culturally the employee is required to attend.
- 34.4 Each application for unpaid Cultural Leave shall be considered on a case by case basis and be subject to operational convenience. Nothing contained within this clause shall be able to be construed as a guarantee that an application for unpaid Cultural Leave will be approved.
- 34.5 For the purposes of this Agreement, an eligible employee may access up to 10 days Cultural Leave per annum. All Cultural Leave shall be without pay.
- 34.6 An application for unpaid Cultural Leave shall not be unreasonably rejected by the Director-General.

### **35.0 ACCESS TO LONG SERVICE LEAVE AS CULTURAL LEAVE**

- 35.1 Notwithstanding the entitlements in Clause 34 of this Agreement, an employee may apply for Long Service Leave as Cultural Leave provided that:
- a. they are an eligible employee;
  - b. the cultural leave is sought for an appropriate purpose as outlined in clause 34 of this Agreement;
  - c. the period of leave sought is not less than one day;
  - d. said employee has Long Service Leave available;
  - e. such application will be subject to the Ministerial Directive on Long Service Leave; and.
  - f. Approval of applications for Long Service Leave made on this basis shall not be unreasonably withheld.



### **36.0 ILO CONVENTIONS**

36.1 The Queensland Government as an employer recognises its obligations to give effect to international labour standards including freedom of association, workers' representatives, collective bargaining and equality of opportunity for all public sector workers.

### **37.0 UNION ENCOURAGEMENT**

37.1 The Government recognises the right of individuals to join a union and will encourage that membership. However, it is also recognised that union membership remains at the discretion of individuals.

37.2 An application for union membership and information on the relevant union/s will be provided to all employees at the point of engagement.

37.3 Information on the relevant union(s) will be included in induction materials.

37.4 Union representative(s) will be provided with the opportunity to discuss union membership with new employees.

37.5 Agencies are to provide relevant unions with complete lists of new starters to the workplace on a quarterly basis, unless agreed between the relevant agency and union to be on a more regular basis. This information is to be provided electronically and shall include work location details.

37.6 Agencies also are required where requested to provide relevant unions with a listing of current staff. This information shall be supplied on a six monthly basis, unless agreed between the relevant agency and union to be on a more regular basis. The provision of all staff information to relevant unions is subject to s373 of the *Industrial Relations Act 1999*.

### **38.0 UNION DELEGATES**

38.1 The Government acknowledges the constructive role democratically elected union delegates undertake in the workplace in relation to union activities that support and assist members. That role will be formally recognised, accepted and supported.

38.2 Public sector employees will be given full access to union delegates/officials during working hours to discuss any employment matter or seek union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.

38.3 Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking union activities. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. It is expected that management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.

38.4 Subject to the relevant employee's written approval and any confidentiality provisions, delegates may request access to documents and policies related to a member's employment.

### **39.0 INDUSTRIAL RELATIONS EDUCATION LEAVE**

39.1 Industrial relations education leave is paid time off to acquire industrial relations knowledge and competencies which develop the employees' capacity to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.

39.2 Before the employer approves such leave the union must provide the employer information about the course content, the times at which the courses will be offered, the numbers of attendees, and the types of employees at whom the course is targeted. Before approving leave, the employer must be satisfied that the proposed course is within the terms of paragraph (1).

39.3 Employees may be granted up to 5 working days (or the equivalent hours) paid time off (non-cumulative) per calendar year to attend industrial relations education sessions, approved by the chief executive (or delegated authority) of the agency.

39.4 Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than 5 working days (or the equivalent). Such leave will be subject to consultation between the chief executive (or delegated authority) of the agency, the relevant union and the employee.

39.5 Upon request and subject to approval by the chief executive (or delegated authority) of the agency, employees may

be granted paid time off in special circumstances to attend Management Committee Meetings, Union Conferences, and ACTU Congress.

39.6 The granting of industrial relations education leave or any additional leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the agency/work unit concerned. At the same time such leave shall not be unreasonably refused.

39.7 At the discretion of the chief executive of the agency/public sector unit concerned, public sector employees may be granted special leave without pay to undertake work with their union. Such leave will be in accordance with the Ministerial Directive relating to "Special Leave" in relation to special leave without salary. Conditions outlined in the Special Leave Directive that provide for the employees' return to work after unpaid leave will be met.

#### **40.0 ALL OTHER EMPLOYMENT CONDITIONS**

40.1 All provisions (excluding the wage increases) in the Department of Education, Training and the Arts TAFE Educational Employees Certified Agreement 2006 will be rolled over into the Department of Education and Training TAFE Educational Employees Certified Agreement 2009.

40.2 Relevant conditions and any increases in applicable allowances that are agreed in the State Government Departments Certified Agreement 2009 (Core Agreement) that already (and will continue to) apply to the Department of Education and Training TAFE Educational Employees Certified Agreement 2009.

40.3 The parties will agree on the details of such inclusions and will use their best endeavours to conclude drafting of the final Department of Education and Training TAFE Educational Employees Agreement on this basis as soon as is practicable after the Core Agreement is finalised.

#### **41.0 NO LOSS OF SHOW DAY**

41.1 Where an employee is required to perform work duties (including training) at an alternative location to their usual place of work on a day where the show day holiday applies, such employee will be given a day off in lieu, to be taken by mutual agreement with the employee's supervisor.

41.2 Provided that an employee subject to this Agreement, and whether engaged in different agencies or locations over a calendar year or not, is only entitled to leave on full pay for a show holiday once each calendar year.

#### **42.0 PAID PARENTAL LEAVE**

42.1 The parties agree that the employer-paid entitlements as prescribed in Ministerial Directive 5/08 (Paid Parental Leave) will be maintained for the life of this Agreement notwithstanding the implementation of an Australian Government paid parental leave scheme.

#### **43.0 COLLECTIVE INDUSTRIAL RELATIONS**

43.1 The Government acknowledges that structured, collective industrial relations will continue as a fundamental principle of the management of agencies and public sector units. The principle recognises the important role of unions and the traditionally high levels of union membership in the public sector. It supports constructive relations between management and unions and recognises the need to work collaboratively with relevant unions and employees in an open and accountable way.

43.2 The Government as an employer recognises that union membership and coverage issues are determined by the provisions of the *Industrial Relations Act 1999* and any determinations of the Queensland Industrial Relations Commission.

43.3 The Government is committed to collective agreements and will not support non-union agreements or Queensland Workplace Agreements.

#### **44.0 CLIENT AGGRESSION**

44.1 The parties recognise that client aggression is a workplace health and safety issue affecting some public sector workplaces and agree that violence and aggression by clients towards staff is not acceptable. The Government, through Workplace Health and Safety Queensland of the Department of Justice and Attorney-General, will review and update its publications dealing with occupational violence. On completion of this review and within twelve months of certification of this Agreement, Government will consult with public sector unions about implementation of strategies consistent with Workplace Health and Safety Queensland publication to manage the risk, and respond to incidents, of client aggression.

**45.0 CLIMATE CHANGE**

45.1 The parties acknowledge that responding to the risks of dangerous climate change is one of the most critical challenges presently facing employers and workers alike. The Government recognises that staff play an important and necessary role in implementing any sustainability measures in the workplace and as such, a joint approach represents the best way to achieve the Government's sustainability objectives.

**SIGNATORIES**

Signed by the Director-General of the Department of Education and Training: Julie Grantham  
In the presence of: Jodie Wong

Signed for and on behalf of The Queensland Public Sector Union of Employees: Alex Scott  
In the presence of: Jodie Wong

Signed for and on behalf of the Queensland Teachers' Union of Employees: John Battams  
In the presence of: Jodie Wong

This Agreement is certified under the *Industrial Relations Act 1999*, chapter 6, part 1

, Commissioner.

Filed on the        day of    2009, certified by the Commission and given Register No. CA        of 2009, in the Certified Agreements Register.

Dated this    day of    2009.

Industrial Registrar.

Operative Date:        2009

## APPENDIX 1: SALARY SCHEDULE

<b>2006 Enterprise Bargaining Agreement Classification</b>	<b>TAFE Teachers' Award - State 2003 Equivalent Classification</b>	<b>Senior College Teachers' Award - State 2003 Equivalent Classification</b>	Salary 1/07/08 per Fortnight	Salary 1/08/09 per Fortnight	Salary 1/08/10 per Fortnight	Salary 1/08/11 per Fortnight	Annualised Salary following 1/07/08 Increase	Annualised Salary following 1/08/09 Increase	Annualised Salary following 1/08/10 Increase	Annualised Salary following 1/08/11 Increase
<b>Tutors</b>										
Step 1	Step 1	Step 1	\$1,508.30	\$1,576.30	\$1,644.30	\$1,712.30	\$39,350.47	\$41,124.56	\$42,898.64	\$44,672.71
Step 2	Step 2	Step 2	\$1,554.10	\$1,624.00	\$1,692.00	\$1,760.00	\$40,545.36	\$42,369.02	\$44,143.10	\$45,917.17
Step 3	Step 3	Step 3	\$1,615.70	\$1,688.40	\$1,756.40	\$1,826.70	\$42,152.46	\$44,049.17	\$45,823.25	\$47,657.32
Step 4	Step 4	Step 4	\$1,681.50	\$1,757.20	\$1,827.50	\$1,900.60	\$43,869.13	\$45,844.12	\$47,678.20	\$49,585.32
Step 5	Step 5	Step 5	\$1,759.70	\$1,838.90	\$1,912.50	\$1,989.00	\$45,909.32	\$47,975.61	\$49,895.79	\$51,891.62
<b>Teachers</b>										
Step 1	Step 3	Step 5	\$2,046.80	\$2,138.90	\$2,224.50	\$2,313.50	\$53,399.55	\$55,802.40	\$58,035.65	\$60,357.60
Step 2	Step 4	Step 6	\$2,142.00	\$2,238.40	\$2,327.90	\$2,421.00	\$55,883.25	\$58,398.29	\$60,733.28	\$63,162.20
Step 3	Step 5	Step 7	\$2,237.10	\$2,337.80	\$2,431.30	\$2,528.60	\$58,364.34	\$60,991.57	\$63,430.92	\$65,969.40
Step 4*	Step 6	Step 8	\$2,333.90	\$2,438.90	\$2,536.50	\$2,638.00	\$60,889.78	\$63,629.19	\$66,175.51	\$68,823.57
Step 5	Step 7	Step 9	\$2,432.60	\$2,542.10	\$2,643.80	\$2,749.60	\$63,464.80	\$66,321.61	\$68,974.89	\$71,735.14
Step 6	Step 8	Step 10	\$2,530.70	\$2,644.60	\$2,750.40	\$2,860.40	\$66,024.16	\$68,995.76	\$71,756.01	\$74,625.83
Step 7	Step 9	Step 11	\$2,629.80	\$2,748.10	\$2,858.00	\$2,972.30	\$68,609.60	\$71,696.01	\$74,563.22	\$77,545.23
<b>Leading Vocational Teacher</b>	Principal Teacher 2	Principal Teacher 2								
Step 1	Step 1	Step 1	\$2,695.20	\$2,816.50	\$2,929.20	\$3,046.40	\$70,315.84	\$73,480.51	\$76,420.78	\$79,478.44
Step 2	Step 2	Step 2	\$2,761.40	\$2,885.70	\$3,001.10	\$3,121.10	\$72,042.95	\$75,285.89	\$78,296.60	\$81,427.31
Step 3	Step 3	Step 3	\$2,826.90	\$2,954.10	\$3,072.30	\$3,195.20	\$73,751.80	\$77,070.40	\$80,154.16	\$83,360.53
<b>Leading Vocational Teacher (Grandfathered Principal Teacher)</b>	Principal Teacher 3	Principal Teacher 3								
Step 1	Step 1	Step 1	\$2,892.70	\$3,022.90	\$3,143.80	\$3,269.60	\$75,468.48	\$78,865.34	\$82,019.54	\$85,301.58
Step 2	Step 2	Step 2	\$2,958.80	\$3,091.90	\$3,215.60	\$3,344.20	\$77,192.98	\$80,665.51	\$83,892.75	\$87,247.84
Step 3	Step 3	Step 3	\$3,024.20	\$3,160.30	\$3,286.70	\$3,418.20	\$78,899.22	\$82,450.01	\$85,747.70	\$89,178.45

<b>Educational Administrator Level 1</b>										
Step 1	EAL 1	EAL 1	<b>\$3,089.90</b>	<b>\$3,228.90</b>	<b>\$3,358.10</b>	<b>\$3,492.40</b>	<b>\$80,613.28</b>	<b>\$84,239.74</b>	<b>\$87,610.48</b>	<b>\$91,114.27</b>
Step 2	EAL 2	EAL 2	<b>\$3,175.20</b>	<b>\$3,318.10</b>	<b>\$3,450.80</b>	<b>\$3,588.80</b>	<b>\$82,838.70</b>	<b>\$86,566.91</b>	<b>\$90,028.96</b>	<b>\$93,629.28</b>
Step 3	EAL 3	EAL 3	<b>\$3,260.90</b>	<b>\$3,407.60</b>	<b>\$3,543.90</b>	<b>\$3,685.70</b>	<b>\$85,074.55</b>	<b>\$88,901.90</b>	<b>\$92,457.87</b>	<b>\$96,157.33</b>
Step 4	EAL 4	EAL 4	<b>\$3,352.80</b>	<b>\$3,503.70</b>	<b>\$3,643.80</b>	<b>\$3,789.60</b>	<b>\$87,472.16</b>	<b>\$91,409.08</b>	<b>\$95,064.19</b>	<b>\$98,868.01</b>
<b>Educational Administrator Level 2</b>	N/A	N/A	<b>\$3,445.80</b>	<b>\$3,600.90</b>	<b>\$3,744.90</b>	<b>\$3,894.70</b>	<b>\$89,898.46</b>	<b>\$93,944.96</b>	<b>\$97,701.82</b>	<b>\$101,610.00</b>
<b>Educational Administrator Level 3</b>	N/A	N/A	<b>\$3,644.50</b>	<b>\$3,808.50</b>	<b>\$3,960.80</b>	<b>\$4,119.20</b>	<b>\$95,082.40</b>	<b>\$99,361.10</b>	<b>\$103,334.50</b>	<b>\$107,467.04</b>
* Qualifications Salary Barrier										

## APPENDIX 2: CLASS SIZE PRESCRIPTIONS

### A2.1 Introduction

- A2.1.1 The parties consider it reasonable to adopt the concept of flexibility concerning class sizes, but the parties reserve the right to consult on class sizes, having regard to the guidelines set out herein.
- A2.1.2 The parties agree that flexibility of class sizes will enable a college to balance a situation within a teacher's scheduled teaching commitment. For example, circumstances might make it appropriate for acceptance of classes which are slightly over the recommended level, whilst the same teacher may take other classes which are under the recommended level thus to some extent balancing the number of students involved. This is not to be interpreted as a general policy for the averaging of class sizes.

### A2.2 Guidelines

- A2.2.1 Class sizes set out hereunder may be varied after due consideration has been given to the following guidelines:
- (i) Consultation with management, members of staff and unions
  - (ii) After due consideration to safety hazards or risks to students
  - (iii) Limitations in accommodation and/or equipment
  - (iv) Students with disabilities and/or learning difficulties
  - (v) Compliance with the *Workplace Health and Safety Act 1995*
  - (vi) The conduct of special programs including modular training, access programs, community education programs and compensatory programs.

### A2.3 Class Sizes

- A2.3.1 The size for theory classes is 28 students to 1 teacher.
- A2.3.2 The maximum class sizes for workshop/laboratory classes, with the exception of C.B.T., shall be 14 students to 1 teacher.
- (C.B.T., C.M.L. and Self-Paced Learning or combinations thereof to be further negotiated by the parties).
- A2.3.3 Class sizes in respect to Butchering and Wood machining and related activities will be at the ratio of 1 to 7 or 8 to 2 depending upon the criteria listed. However, such teaching situation may be varied according to the guidelines and where particular circumstances dictate e.g. apprenticeship classes and safety considerations. The term "practical work" is interpreted as being work performed by students in a College workshop environment and class sizes would remain at 14 to 1 after due consideration to guidelines, the safety provisions and the *Workplace Health and Safety Act 1995*.
- A2.3.4 The term "live work" is practical work where students are performing different tasks on full scale class exercises conducted on College premises, including workshops as well as at locations external to the College.
- A2.3.5 The accepted class size for live work is based on the ratio 7 students to 1 teacher.

### A2.4 General Provision

- A2.4.1 Where safety is a major concern, the following provisions are provided for consideration.
- A2.4.2 It is recognised within the Duties of Care prescriptions included in the *Workplace Health and Safety Act 1995* that a teacher cannot physically supervise every student in each class at all times. The term "practicable" is interpreted in this instance to mean supervision by the teacher within the confines of the following specifications
1. To ensure students are correctly instructed in the use of equipment and that students are aware of the safety requirements of the task. (It must be remembered that the student once correctly instructed has a duty of care to behave in accordance with those instructions. Teachers should maintain adequate supervisory control to ensure adherence to these instructions)
  2. To ensure close supervision of those activities which could be deemed not a normal task or skill of the students or which are particularly hazardous.
  3. To ensure personal compliance with safety requirements (protective clothing, etc.)
- A2.4.3 It is acknowledged that there are components of other trades and fee for service courses such as Carpentry and

Joinery and Cabinet making in which hazardous equipment is utilised. In determining class sizes for such activities, recognition is to be given to those items listed in the guidelines.

## **A2.5 Life Skills (General Studies) Literacy Classes**

A2.5.1 The class size for Life Skills shall be 14 students per class. As a general definition Life Skills classes are defined as those subjects which are to improve the literacy, numeracy and competence of students in work related subjects (including Certificate and Associate Diploma subjects).

A2.5.2 The size of classes for computing/typing shall be 14 students per class. However, class sizes may be varied according to the guidelines.

(1) The aforementioned class size shall also apply to all teaching situations and strategies conducted external from the College environment.

## **A2.6 Literacy Classes**

- Adult Literacy 8 - 10 beginners. 14 (Maximum) for intermediate.
- English for Migrants 14 students. But enrolments may be up to 20 in advanced classes. 7 for beginners.
- Students with Specific Learning Disabilities 5 maximum.
- Hearing Impaired Students 7 maximum

## **A2.7 Associate Diploma and Diploma Lectures Class Sizes**

A2.7.1 These parties agree that class sizes of up to 60 students shall be allowed in Associate Diploma and Diploma courses for theory classes only and supported by appropriate tutorial assistance as defined in the *TAFE Teachers' Award - State* and the *Senior College Teachers' Award - State*.

A2.7.2 The Parties agree that teachers shall not be required to teach such theory classes in excess of 30 students for more than 10 hours per week. The parties agree that all other class sizes for all other courses and subjects will be in accordance with the mutually agreed guidelines.

## **APPENDIX 3: FLEXIBLE DELIVERY GUIDELINES AND DELIVERY PLANNING CHECKLIST**

### **A3.1 These guidelines are provided to support the Delivery Planning Checklist**

A3.1.1 The delivery planning checklist was prepared to assist in management/staff negotiations on the planning of programs according to the terms of this agreement. It is intended that the checklist will prompt discussions of issues necessary to determine the resources and infrastructure requirements as well as personnel requirements such as expertise, time, responsibilities and marketing. These notes elaborate on the discussion points in the checklist.

### **A3.2 COURSE DEVELOPMENT**

A3.2.1 It is essential that those responsible for the planning and development of a program set aside time to meet and conduct organised discussions on the various components involved in the process of introducing a new program and delivering it successfully. This may devolve on one person, a small group of staff with mixed skills and qualifications or a large team consisting of staff and management. It is essential that all relevant information be collected before meetings to enable decisions to be made or during the progress of the program as its need is acknowledged to allow for necessary adjustments. Time needed for these meetings will vary depending on issues such as whether the program is a repeat or is new and how much change is required to previously-run programs. It is essential that planning be done early enough to allow lead time to perform various tasks which may be identified. During meetings, tasks must be allocated and notes made on other requirements which emerge.

### **A3.3 Who are our learners? What are their characteristics (age, maturity, literacy, numeracy, computer literacy, LMS specific skills, cultural background, location, prior learning, communication resources)?**

A3.3.1 The learning outcomes for a particular learning group and the learning potential and prior learning of students will influence decisions about the learning methods which are best suited to the type of program and the desired outcomes. Some learners will cope more adequately with learning methods which require a large amount of independent learning than those with little experience with such learning techniques. Others will require much more teacher interaction and will not respond well to learning which requires self-directed study. Such considerations will bear upon decisions about how courses will be delivered. It is self-evident but worth remembering that program content, particularly with relation to the amount of hands-on skills compared with theoretical skills, will be

a factor in determining how to deliver some competencies. It is essential that material advertising the course states clearly the learning methods which will be used and other conditions or requirements which will advise potential students of what will be required of them.

#### **A3.4 What delivery method/s do we plan to use?**

A3.4.1 How programs are to be delivered will be influenced by the information identified in (a) and may well be modified by information still to be considered. The geographical location of students, the level of the program, prior learning and program pre-requisites, funding, learning and other resources and infrastructure may all have some bearing on how the program will be delivered.

#### **A3.5 What is the funding source? How much funding have we? What are the implications?**

A3.5.1 It is important that management and staff have a clear understanding of what funds are available for delivery and the many activities which accompany it. Time will have to be allocated to perform certain tasks and, if necessary, this time will have to be considered within the parameters of available funds. Knowledge of the source of funding is important so that guidelines for use of and accountability for funds are observed. Decisions on student numbers and the number of hours which can be funded for delivery and assessment will develop from this information.

#### **A3.6 Are there teaching/learning resources available to meet the needs of the proposed delivery method?**

A3.6.1 Preparation and planning time will vary depending on whether this is a new program, one which requires significant revision or one which has already been delivered by someone at this or another Institute and has resources and materials available. For new courses or courses which require significant revision, serious thought will have to be given to the allocation of time and resources for appropriate personnel to plan and prepare the course.

#### **A3.7 Is sufficient appropriate educational, technical and industry expertise available to deliver this program?**

A3.7.1 Consideration of the competencies involved will help to determine whether there are team members with appropriate educational, technical and industry expertise, whether sufficient staff are available and how additional staff will be found, if required. Some discussion may be necessary on whether team members require professional development on some aspects of preparation for the course or on content of the course. Such professional development may be necessary where modes of delivery, such as online delivery, are new to some or all of the team. The need for such personnel as graphic designers, web designers, industry specialists should be included in these considerations.

#### **A3.8 Is it our aim to develop this program for (i) in-house use, or (ii) in a form which can be customised for external use?**

A3.8.1 The expertise needed to prepare a program which will be delivered exclusively by your team may not be adequate for a program which is likely to be available for general use by other faculties or Institutes. The purpose for which the program is intended should be identified to assist in appropriate planning for the program.

#### **A3.9 How much input from/contact with industry is required?**

A3.9.1 It may be thought necessary to include industry personnel in these planning stages or team members may visit industry personnel and/or sites. This may be particularly important to ensure that clients are fully consulted where customisation of programs is required. There are time implications which must be discussed and agreed to early in the planning stages.

#### **A3.10 What implications/needs are there for enrolments, resources, infrastructure and educational pathways?**

A3.10.1 Some decisions about the numbers of students required to make delivery viable will have been made as part of the discussion in paragraph A3.3 above. These will need refining to determine enrolments in accordance with consideration of available resources, optimum class sizes and other infrastructure issues such as availability of computers or distances between delivery venues. Consideration must be given to the availability and suitability of resources for the competencies involved. Are pathways to further learning clear or do these need to be made more explicit to students? What implications does this have for advice to students, negotiations with other providers and for the viability of the course?

#### **A3.11 What marketing is required? By whom?**

A3.11.1 If marketing is required it is important that it is clear how this will be done, by whom and the time and cost factors involved.

#### **A3.12 Is professional development required for any staff?**



A3.12.1 If discussion in A3.7 and A3.8 suggested that professional development for some staff is necessary, provision may have to be made for this. If arrangements cannot be made for required professional development prior to the commencement of the course, it may be necessary to allocate time during the course and employ replacement casual or temporary staff. Provision for costs of professional development should be considered and decisions made as to how these will be funded.

**A3.13 What are the time and staffing implications of this information for the planning of resources and the learning program?**

A3.13.1 At this stage of the negotiation, it is important to review and consolidate the time and financial commitments required for the course development aspect of the program. Do you have the resources to prepare the program as you have determined? If not can you afford the time and money to obtain them?

**A3.14 DELIVERY AND ASSESSMENT**

**(a) How much direct teaching/tutoring time is required (face-to-face, online facilitation, workplace attendance, other)?**

A3.14.1 In making decisions about how the course will be delivered, whether in purely one mode or as a blend of modes, consideration should be given to the following issues:

- Considering the anticipated numbers of students and the number of competencies for which each individual is responsible, how much time is required per week for teachers, tutors, other personnel over the time that this course will run?
- What vehicles, resources, rooms, video/audio conference time are required and are these available? If not what can be done to secure them?
- What time other than teaching/assessing is required to be set aside each week or at pre-determined times for teachers/tutors?
- A program should be developed to allocate times per week for all activities. Is there agreement within the total team that contributions are within reasonable limits bearing in mind budget demands and reasonable working conditions as set out in the certified agreement?

**(b) What assessment is proposed?**

A3.14.2 In considering how competencies will be assessed, the elements of time and personnel are pertinent. For some forms of delivery, estimates of assessment time will be necessary based on information on student numbers from above and on travel involved for workplace delivery. Various forms of delivery will present different elements to be considered. Time allocations may have to be made and adjusted based on continuing consideration. It may be thought necessary to involve tutors to assist with assessment. As assessment items are carefully monitored, both for their assessment purpose and for audit reasons, the resource and time implications should not be forgotten.

**(c) How much travel time is required?**

A3.14.3 Various forms of workplace delivery require personnel to travel to a workplace or to various workplaces. It is necessary to consider the cost of travel and of travel time. These have the potential to reduce the amount of time available for other professional tasks and should be carefully factored into the cost structure of the course. Kilometric rates should be considered for instances where Institute vehicles are not available and staff agree to use their own vehicles. Air travel should be compared with costs of motor travel plus the cost of personnel travel time and not just vehicle costs.

**(d) What other teacher time is required (program development and maintenance)?**

A3.14.4 Other personnel may be required to maintain resources, programs or other course requirements. How much teacher time is required?

**(e) How much time is it estimated is required for communication with students and others, e.g. employers, clients (email, telephone, letters, SMS)?**

A3.14.5 Where students are involved in forms of delivery where they are in remote locations, communication arrangements must be made. These require time for personnel to maintain this communication effectively to ensure that communication is dealt with promptly with safeguards against staff becoming overwhelmed with phone calls, emails or letters. Communication arrangements must be planned prior to the commencement of the course, must be clear and unambiguous and readily available both to staff and students. Particular attention should be paid to arrangements which will apply to communications in asynchronous situations. For arrangements such as workplace visits, timely appointments must be made and kept. There should be precise guidelines enabling timely cancellation

should contingencies arise which prevent the visit taking place. For audit purposes, it is imperative that participation of students is tracked. In face-to-face situations, rolls perform this function but for remote students proof is required for each unit for which a student is enrolled. As in the previous paragraph, time may have to be allocated tentatively and adjustments made if considered necessary. In addition, where online learning is employed, provision should be made for technical support available to both students and Institute personnel.

**(f) What implications are there for casual hours or TOIL?**

A3.14.6 The costs of having to employ casual teachers and payment of overtime taken as casual payment or TOIL can easily be overlooked or miscalculated when assessing program costs. It is important to calculate these costs as accurately as possible, make every attempt to maintain limits planned and review progress constantly. Potential disputes can be avoided if planned casual work and TOIL is agreed and recorded as part of the program.

**(g) What are reasonable time and resource implications?**

A3.14.7 When the above items in this section are considered, a detailed timetable should be prepared. This will provide an agreed program with important information on the viability of the course and the workload of the team members involved. Some adjustments may need to be made, including the consideration of staffing numbers, depending on the shape of this program. By this stage, the availability of or the need for resources and infrastructure should be recognised. Associated costs should be able to be compared with the availability of funds to ascertain whether it is possible to deliver the competencies or course as planned. It may be necessary to revisit earlier sections of your plans to make necessary adjustments.

### **A3.15 EVALUATION AND MAINTENANCE**

**(a) How will program delivery be evaluated and/or moderated?**

A3.15.1 It is important that there be a prearranged system for evaluating and/or moderating the program in terms of its educational outcomes and its cost-effectiveness. If data is recorded progressively, this information will be available as required and decisions can be made promptly if necessary.

**(b) Who will be involved in the evaluation of the program?**

**(c) Does additional time need to be allocated for these tasks?**

A3.15.2 The need for such evaluation implies allocating the task to appropriate personnel from the outset. A database can be set up early and supervised by the evaluators to maintain currency. Time and cost (if necessary) must be considered in the overall provision for the course.

**(d) What technical support will be available for students and teachers?**

A3.15.3 From time to time, in some delivery formats, students and sometimes teachers will experience technical difficulties. Arrangements for dealing with such circumstances should be clearly determined and made known to all concerned so that frustration interferes with the learning process as little as possible. Contact details for obtaining technical assistance should be freely available.

### **A3.16 ORGANISATIONAL AND OTHER DUTIES**

**(a) Who is responsible for induction and counselling of students? How will these be provided?**

A3.16.1 For delivery which may be outside the normal experience of students, induction must be thorough and carefully planned. Counselling must be readily available and sympathetic to enable students to gain help when needed and before unnecessary drop-outs occur. Personnel should be allocated for these tasks, communications arranged and provision made in the course budget.

**(b) Is any supervision of team members required?**

A3.16.2 If supervision of some team members is required, this should be arranged at the outset and provision made. This could apply to some activities of tutors, workplace consultants or industry personnel and appropriate supervisors should be designated and appropriate time considerations made.

**(c) What attendance at organisational meetings and client consultation is required?**

A3.16.3 Where periodic team meetings are required, these should be scheduled prior to the commencement of the course so that they can be considered in timetabling. It is essential that meetings be scheduled so that all team members can attend. Other meetings and consultations should be anticipated and provided for as far as possible. It is inevitable that unscheduled meetings will be necessary and these should be monitored by the team and accounted for as required.

**(d) Who will maintain assessment records?**

A3.16.4 Assessment records are extremely sensitive and important. Provision should be made for their maintenance and this should be accounted for subject to the Institute's guidelines. A team member should be responsible for supervising this process and, if necessary, a time allocation should be made.

**(e) Who is responsible for the despatch of materials?**

A3.16.5 It is important that specific responsibility for despatch and receipt of materials is allocated to somebody who has the time and resources to ensure that these activities are carried out effectively and efficiently.

**A3.17 DELIVERY PLANNING CHECKLIST**

A3.17.1 This checklist has been developed for the use of those who are involved in the planning and delivery of TAFE programs. It is designed to be used as a framework for discussion allowing maximum discretion on the part of those who use it. It is envisaged that the consideration of items in the list will result in negotiated outcomes for the delivery of programs as envisaged by the agreement.

**A3.17.2 PROGRAM DEVELOPMENT**

- a. Who are our learners? What are their characteristics (age, maturity, literacy, numeracy, computer literacy, LMS specific skills, cultural background, location, prior learning, communication resources)? How many learners are expected/required for each separate activity?
- b. What delivery method/s do we plan to use? What is the nature of engagement?
- c. What is the funding source? How much funding have we? What are the implications?
- d. Are there teaching/learning resources available to meet the needs of the proposed delivery method?
- e. Is sufficient appropriate educational, technical and industry expertise available to deliver this program?
- f. Is it our aim to develop this program for (i) in-house use, or (ii) in a form which can be customised for external use?
- g. How much input from/contact with industry is required?
- h. What implications/needs are there for enrolments, resources, infrastructure and educational pathways?
- i. What marketing is required? By whom?
- j. Is professional development required for any staff?
- k. What are the time and staffing implications of this information for the planning of resources and the learning program?

**A3.17.3 DELIVERY AND ASSESSMENT**

For the form/s of delivery planned:

- a. How much direct teaching/tutoring time is required (face-to-face, online facilitation, workplace attendance, other)?
- b. What assessment is proposed?
- c. How much travel time is required?
- d. What other teacher time is required (program development and maintenance)?
- e. How much time is it estimated is required for communication with students and others, e.g. employers, clients (email, telephone, letters, SMS)?
- f. What implications are there for casual hours or TOIL?
- g. What are reasonable time and resource implications?

**A3.17.4 EVALUATION AND MAINTENANCE**

- a. How will program delivery be evaluated and/or moderated?
- b. Who will be involved in the evaluation of the program?
- c. Does additional time need to be allocated for these tasks?
- d. What technical support will be available for students and teachers?

**A3.17.5 ORGANISATIONAL AND OTHER DUTIES**

- a. Who is responsible for induction and counselling of students? How will these be provided?
- b. Is any supervision of team members required?

- c. What attendance at organisational meetings and client consultation is required?
- d. Who will maintain assessment records?
- e. Who is responsible for the despatch of materials?

## **APPENDIX 4: PROGRAMMING GUIDELINES**

### **A4.1 INTRODUCTION**

- A4.1.1 These guidelines have been written to provide greater clarity to the Agreement for the purposes of introducing a consistent approach across TAFE Queensland. The rationale of this document is predicated upon flexibility to allow individual institutes to incorporate local environmental factors.
- A4.1.2 The guidelines recognise best practice through the empowerment of teams to develop their own programs with management approval of final programs.
- A4.1.3 The parties agree that it is not intended that teachers or tutors continually undertake high workloads. Timetabling should be directed towards maintenance of a total weekly workload of 32 hours per week.
- A4.1.4 Definitions:

“College” means any location utilised for the purpose of TAFE educational delivery.

“Reasonable Hours” means a combination of contact time and other duties that may be incurred by a teacher or tutor up to a maximum of a 32 hour weekly workload.

“Teams” means teams, where there are teams, or groups of teachers or in some cases individual teachers.

“TOIL” means Time Off In Lieu, which employees can choose as an option to casual payment, to be accessed at a later time.

### **A4.2 TEAM PROGRAMMING**

- A4.2.1 The parties recognise the need to emphasise the professionalism of teachers and tutors across TAFE Queensland. To this end, this document is designed to outline broad guidelines in the programming of teachers/tutors at the team level.

### **A4.3 PROGRAMMING PARAMETERS**

- A4.3.1 Educational delivery teams will develop their programs, in advance of courses or activities, within reasonable parameters approved by the Institute. Such parameters are to be developed by the Local Consultative Committee (LCC) and published to all teams prior to the commencement of programming activities.
- A4.3.2 Parameters will contain information required by teams to enable efficient programming.
- A4.3.3 In the first instance, Institute approved parameters will be forwarded to the Training Consultative Committee (TCC) before being formally published with the respective Institute.
- A4.3.4 Institute parameters should contain the institute position or information regarding:
  - Maximisation of existing resources (rooms, equipment, revenue, staffing, etc);
  - Satisfaction of client (external and internal) service requirements;
  - Team budgets including staffing levels and student projections;
- A4.3.5 Programs will include reasonable contact hours per week, where applicable, but with due consideration to duties other than teaching for which a teacher or tutor is responsible. There is the capacity to review the program to address emergent needs or new business requirements.
- A4.3.6 Team programs are to be developed with sufficient lead time for management approval and any other process (eg, marketing, enrolment, dispute resolution, etc). Where sufficient information is not provided in time to allow lead time for programming, teams will program from known data and will commence programs according to this information. Management will consider approval for such programs in the light of available information.
- A4.3.7 Where, for any reason, the finalisation of a program is delayed, the team and management will confer urgently to prepare a temporary program to operate until such time as a final program for the appropriate period is approved. In the event that teams do not receive program approval by the due starting time for a course, and providing no

management instruction to the contrary has been received, classes will commence as timetabled pending discussions on approval. That part of the program conducted prior to approval will be approved.

- A4.3.8 Such programs will continue until such time as accurate data is provided. Programs will then be amended as far as practicable in the light of new information.
- A4.3.9 These programming guidelines do not alter the existing “Hours of Work” provisions as provided for in the TAFE and Senior College Teachers’ Awards.
- A4.3.10 In general, it is not acceptable for tutors to perform duties which are inconsistent with those set out in Schedule 5 to the TAFE and Senior College Teachers’ Awards: “Employment of Tutors”.
- A4.3.11 Inclusive programming. Team programs will include educational delivery and all other associated aspects of teacher/tutor programming activities, such as:
- a. Educational delivery component;
  - b. Non-Attendance Time;
  - c. Professional Development where known or expected; and
  - d. Leave absences where known or expected.
- A4.3.12 Teachers and tutors shall be required to be in attendance at a college or engaged in college related work for a maximum of 32 hours per week including teaching and non-teaching duties. As part of that program, teams will allocate duties and arrange contact details for all team members to satisfy the needs of client service.
- A4.3.13 Where a teacher/tutor is programmed over a particular period for low contact hours because of lack of demand, additional contact hours or negotiated duties, up to a reasonable level (refer A4.3.5 above), may be allocated by the team without incurring casual payment or TOIL.
- A4.3.14 The Agreement (clause 14.2.5) provides for the ability for management to increase contact hours from 21 to 25 hours per week, without agreement by the teacher, for a maximum of 4 consecutive weeks per semester. This aspect is intended to fulfil ad hoc or emergent teaching needs and should be read in conjunction with A4.3.13 above. For example, programming a teacher for 3 weeks, one week off, another 3 weeks, one off, and so on; is not the intent. Situations may occur where throughout a full semester that a teacher is required to increase hours for a total of more than 4 weeks, but this should be rare and for emergent circumstances.
- A4.3.15 The Agreement provides for protection for staff with respect to the issue of over programming.
- A4.3.16 TOIL accumulated according to clause 14.6 of the Agreement may be programmed by teams or by individuals according to teaching/tutoring requirements. Teachers/tutors are encouraged to avail themselves of accumulated TOIL when teaching commitments are low. Where tutors accrue TOIL whilst relieving in teaching positions and are subsequently paid out, due to an inability to take the time off, will have such accruals converted, at a rate of 1.14 to each hour accrued while teaching, prior to payment.
- A4.3.17 Teachers (involved in flexible learning) who undertake hours that are not compatible with traditional modes of classroom delivery will be programmed so as not to exceed 32 hours weekly working load. Any addition to 32 hours will incur casual payment/TOIL.
- A4.3.18 By mutual agreement, teaching staff may work alternative teaching hours to replace those which were scheduled during sick leave, thereby reducing their sick leave account debit.
- A4.3.19 Travel associated with Delivery
- Travel associated with delivery of programs is an essential element of the work of teachers and tutors.
  - Approval by management of a team program will include approval for travel associated with delivering that program.
  - Travel time for teachers and tutors between 8am and 6pm will be recognised as ordinary working hours, i.e. part of the 32 hours per week.
  - Travel outside the ordinary working hours (8am to 6pm) will be recognised in one of the following ways:
    - (a) Time off in lieu (TOIL calculated as time for time) as the agreement; or
    - (b) A flat rate payment of \$25.00 per hour.
  - The individual employee has the right to choose a. or b.
  - Recognition for time spent in travelling outside ordinary working hours will be calculated according to the difference between the time usually taken to travel from the employee’s residence and their usual workplace and the time taken to travel from the employee’s residence and the alternative workplace. The excess time being calculated to the nearest quarter of an hour with the granting of compensation being restricted to periods of not less than ½ hour (consistent with existing Government Policy).

- A5.1.1 These guidelines have been written to provide greater clarity to the Agreement for the purposes of introducing a consistent approach across TAFE Queensland.
- A5.1.2 The Agreement provides for the introduction of the new role of Leading Vocational Teacher (LVT). This document will describe the process for advancement to LVT and guidance as to the employment and allocations of duties appropriate to the position. The Institute Director is responsible for ensuring that this process is progressed expeditiously within each Institute. The parties agree to the review of this document annually.
- A5.1.3 The position of LVT is designed to provide senior teacher support and leadership to respective teams and to TAFE Institutes generally with the allocation of additional duties to be performed associated with the educational delivery of the team or institute. The LVT is an initiative to further recognise the professionalism of teachers who perform these duties and to receive appropriate remuneration for such duties. Teachers therefore have the choice to accept or not accept this progression.
- A5.1.4 The additional duties expected of a LVT may include, but are not restricted to:
- Performance of high level duties of a critical nature to the business provided that these duties are not those expected of Associate Directors or those on the Educational Administrator Level;
  - Professional/team leadership;
  - International Projects/business;
  - Industry liaison work;
  - Consultation with industry;
  - Leadership in teaching practice;
  - Accountability (delegation of financial or staffing);
  - Facilitation of performance, planning and review;
  - Mentoring (teachers/tutors);
  - Assistance with marketing (development of promotional strategies);
  - Educational programming;
  - Managing relationships with other educational organisations.
- A5.1.5 The list of additional duties is meant to be indicative only and does not provide an exhaustive list. With respect to the allocation of such additional duties, approving authorities must remain mindful of the process utilised to distribute the duties. That is, where more than one LVT is involved, evidence that a fair and equitable process was utilised in the allocation and that where possible, the more onerous duties are shared around.
- A5.1.6 The additional duties of a LVT will not be so frequent or onerous as to detract from the LVT's primary role as a teacher (refer clause 16.3.2 of the Agreement). Therefore, a reduction of contact hours should be approved only in exceptional circumstances.
- A5.1.7 Managers and teams will confer to determine the duties to be performed by LVTs within the team or group of teachers.
- A5.1.8 Teams, groups of teachers or teachers will consult to prepare proposals for the specific duties to be performed by individual LVTs. In each instance, the individual teacher must agree to accept the additional duty or duties and duties should be allocated to those competent to perform them. A LVT who is not able to accept a duty in the team consultation process may negotiate a duty or duties with management. Teams will present their proposals for duties to be performed by individuals to management for approval.
- A5.1.9 In situations where a large team includes mainly teachers holding the position of LVT, and therefore the duties are not sufficient to distribute, consideration may be given to the appropriate allocation of duties within Institutes.
- A5.1.10 Where a teacher does not accept the position of LVT, or is ineligible, but management still require allocating those duties to the teacher concerned, negotiations should identify any compensation for those duties, such as a corresponding reduction from a reasonable contact load. However, the allocation of additional duties to non-LVT staff is not to occur where a suitable LVT is available to perform the duties concerned.
- A5.1.11 Where a LVT considers the quantum of additional duties to be unreasonable, a dispute may be referred to the relevant LCC for consideration and recommendation to the appropriate Institute Director.
- A5.1.12 The commencement date for the payment of salaries associated with the position of LVT shall be effective from the date the teacher formally accepts the additional duties by way of an annual agreement (date of signing such an agreement). The anniversary of such date will form the date of annual increment provided that the employee continues to fulfil their obligations. Progression to LVT is available to teachers who fulfil the following criteria:
- Have attained the classification of step 7 of the 2009 enterprise bargaining teacher salary scale and performed at that level for a minimum of 12 months (leave not credited as service as per Directive 6/06, as amended, will not count toward qualifying service);

- Have signed an undertaking to accept such additional duties as negotiated with management (note conditions at 16.1.3 of the Agreement);
- Continuance of such acceptance; and
- To enable progression to occur immediately after the teacher's incremental anniversary date, the negotiations pertaining to the agreed duties may be commenced by the employee at least one month prior to the expiry of one year on 7 of the 2009 enterprise bargaining teacher salary scale.

A5.1.13 Review of LVT Classification. The classification of LVT can be removed, reduced or altered where performance issues are identified in that the teacher concerned is not fulfilling their responsibilities which are shown to be within the teacher's capacity. This aspect of non-compliance is expected to take the form of a departmental performance management process and to be recorded as such.

A5.1.14 The nature of additional duties undertaken by LVTs may be regularly reviewed by managers and teams to reflect changing directions and needs. In addition, where a LVTs is unable to perform the additional duties through no fault of the teacher concerned or due to compassionate grounds or significant personal circumstances, management may review and reallocate existing duties in consultation with teams. Reversion is not an option for management.

A5.1.15 In addition to the circumstances provided at A5.1.13 above, a LVT will have the opportunity to voluntarily revoke his/her classification and return to Teacher step 7 of the 2009 enterprise bargaining teacher salary scale. However, when they restate their acceptance of additional duties, they will be appointed to LVT step 1.

A5.1.16 In addition to the dispute resolution process described at clause 29 of the Agreement, any team member may access standard departmental grievance procedures (Directive 04/03).