

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

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

TAFE Queensland Educators Certified Agreement 2016

*Matter No. CA/2016/213*

DEPUTY PRESIDENT KAUFMAN

12 January 2017

CERTIFICATE

This matter coming on for hearing before the Commission on 5 January 2017 the Commission certifies the following written agreement:

**TAFE Queensland Educators Certified Agreement 2016 – CA/2016/213.**

Made between:

TAFE Queensland

AND:

Queensland Teachers Union of Employees,  
Together Queensland, Industrial Union of Employees

The agreement was certified by the Commission on 5 January 2017 and shall operate from 5 January 2017 until its nominal expiry on 30 June 2019.

This agreement replaces Department of Education, Training and Employment TAFE Educational Employees Certified Agreement 2012 (CA/2012/548).

By the Commission.

Deputy President Kaufman

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

*Industrial Relations Act 1999, s.156*

TAFE Queensland

AND

Together Queensland, Industrial Union of Employees and the  
Queensland Teachers Union of Employees

*(No. CA/2016/213)*

**TAFE QUEENSLAND EDUCATORS CERTIFIED AGREEMENT 2016**

APPLICATION FOR CERTIFICATION OF AGREEMENT

THE AGREEMENT, having been made under the *Industrial Relations Act 1999*, on the fifteenth day of September 2016 BETWEEN the Chief Executive Officer of TAFE Queensland AND the Queensland Teachers Union of Employees; and Together Queensland, Industrial Union of Employees witness that the parties mutually agree as follows:

**Table of Contents**

	<b>Page</b>
<b>PART 1 - Title and Operation .....</b>	<b>5</b>
1. Title .....	5
2. Operation.....	5
3. Definitions and interpretation .....	5
4. Coverage .....	6
5. Posting of Agreement.....	7
6. Award, Industrial Instruments and this Agreement .....	7
7. Replacement of previous Certified Agreement.....	7
8. Existing employment conditions.....	7
9. No further claims.....	7
10. Equity Considerations .....	8
11. New wage rates .....	8
12. Enterprise bargaining commitments .....	8
<b>PART 2 - Dispute Resolution.....</b>	<b>9</b>
13. Prevention and settlement of disputes.....	9
<b>PART 3 – Types of Employment and Consultation.....</b>	<b>10</b>
14. Permanent employment.....	10
15. Employment security .....	10

16. Casual employment.....	10
17. Consultation .....	10
18. Joint statements .....	13
19. Facilitative Provisions.....	14
<b>PART 4 – Salary Levels, Allowances and Related Matters .....</b>	<b>14</b>
20. Classifications and salary levels.....	14
21. Classifications review .....	16
22. Salary packaging .....	17
23. Career paths.....	18
<b>PART 5 - Hours of Work and Related Matters .....</b>	<b>18</b>
24. Workload management .....	18
<b>PART 6 – Programming and related matters .....</b>	<b>18</b>
25. Programming.....	18
26. Recognition of prior learning .....	22
27. Class sizes .....	22
28. Preparation .....	23
<b>PART 7 – Educator professionalism, responsibilities and related matters.....</b>	<b>24</b>
29. Non-attendance time .....	24
30. Professional Development and Release to Industry.....	24
31. Currency.....	25
32. Educator profile.....	26
<b>PART 8 - Leave of Absence and Public Holidays .....</b>	<b>26</b>
33. Family and domestic violence leave .....	26
34. Cultural leave .....	26
35. Access to long service leave as cultural leave .....	27
36. Access to cultural leave as other leave.....	27
37. Annual leave loading payments and loading .....	28
38. No loss of show day .....	28
<b>PART 9 - Training and Related Matters .....</b>	<b>28</b>
39. Cross cultural training .....	28
<b>PART 10 – Discipline and Suspension .....</b>	<b>28</b>
40. Discipline penalties .....	28
41. Suspension .....	29
<b>PART 11 - Union Related Matters .....</b>	<b>29</b>
42. Union encouragement .....	29

43. Union delegates .....	30
44. Industrial Relations Education Leave .....	30
45. Collective industrial relations .....	31
46. ILO conventions.....	31
<b>PART 12 – Work Environment Related Matters .....</b>	<b>31</b>
47. Workplace bullying.....	31
48. Balancing work/life family .....	31
49. Paid parental leave .....	32
50. Client aggression.....	32
51. Climate change.....	32
<b>Appendix 1 – Salary Schedules.....</b>	<b>33</b>
<b>Appendix 2 - Educator Classification Standards.....</b>	<b>35</b>
<b>Appendix 3 – Flexible Delivery and Planning Checklist .....</b>	<b>39</b>
<b>Appendix 4 - Functional Responsibilities of a Program Delivery Area Guide .....</b>	<b>46</b>

## **PART 1 - Title and Operation**

### **1. Title**

This Agreement is known as the *TAFE Queensland Educators Certified Agreement 2016*.

### **2. Operation**

- (a) This Agreement operates from the date of certification until the nominal expiry date of 30 June 2019.
- (b) The parties agree to commence negotiations not later than three months prior to the expiry of this Agreement, with a view to negotiating and settling a replacement Agreement.

### **3. Definitions and interpretation**

Unless the context otherwise requires, in this Agreement:

**Act** means the *Industrial Relations Act 1999*.

**Approved teaching qualification** means one which is in accordance with the TAFE Queensland approved teaching qualifications for the purpose of progression through the salary barrier policy.

**Australian Qualifications Framework (AQF)** means the national system of recognition for the issues of vocational qualifications.

**Award** means the *TAFE Queensland Award – State 2016*.

**Currency means** current knowledge and skills relevant to vocational training, learning and assessment that informs the Educators' training and assessment practices, gained through ongoing professional development.

**Current industry skills means** the knowledge, skills and experience Educators are required to maintain in order to be consistent with the:

- requirements of the training packages/accredited courses they are delivering; and
- required skills TAFE Queensland has identified through industry engagement.

**Delivery timetable** means an approved document that records the allocation of programmed time to each Educator in a teaching team.

**Emergent circumstance** means circumstances that arise unexpectedly or call for prompt action to avoid a significant or immediate impact on delivery.

**Moderation** means a quality control process aimed at bringing assessment judgements into alignment to ensure that the same assessment standards are applied.

**Non-attendance time means** those periods of time where Educators are not required to be in attendance at a campus or their usual delivery location.

**Programming** means the process of allocating:

- activities to a teaching team in a yearly plan; and
- programmed time to each Educator in a delivery timetable.

**Programmed time** means a total of:

- the combination of contact and non-contact time; and/or
- non-traditional modes of delivery in accordance with clause 25.3(g).

**QES** means the Queensland Employment Standards contained in Part 2 of Chapter 2A of the Act.

**Recognition of prior learning (RPL)** means an assessment process of the competency/s an individual that may have been acquired through formal, non-formal and informal learning to determine the extent to which that individual meets the requirements specified in the training package or accredited course.

**Region** means any technical and further education unit of administration operated by TAFE Queensland that provides vocational education and training pursuant to the *TAFE Queensland Act 2013*.

**Teaching team** includes delivery teams, groups of Educators and in some cases individual Educators.

**TOIL** means time off in lieu to be accessed at a later time.

**Validation** means a quality review process that involves checking that the assessment tool/s produce valid, reliable, sufficient, current and authentic evidence to enable reasonable judgements to be made as to whether or not the requirements of the vocational education and training accredited course or training package have been met.

**Vocational competency** means Educators have the skills and knowledge relevant to the industry area where training is being delivered and assessed.

**Yearly plan** means an approved document that records the allocation of activities to a teaching team for a semester or year.

#### **4. Coverage**

- (a) This Agreement applies to Educators and short term casual employees engaged in Adult Community Education short courses as prescribed in Schedule 4 of the Award.
- (b) Notwithstanding clause 4(a), only the wages found in Appendix 1, at clauses A1.3 and A1.4, which reflect the wage increase at clause 11 of this Agreement will apply to the following callings of certain short term casual employees and pieceworkers as prescribed in Schedule 4 of the Award:
  - (i) Short term casual employees:
    - (A) Adult Community Education Tutor;
    - (B) Adult Community Education Teacher; and
    - (C) Adult Community Education Lecturer Levels 1 to 3.
  - (ii) Pieceworkers engaged to:
    - (A) invigilate or mark student/s *International English Language Testing System* exam/s;
    - (B) examine the language ability of candidate/s under *International English Language Testing System*;

- (C) train examiner/s to examine the language ability of candidates under the *International English Language Testing System* exam;
- (D) mark student/s completed Certificate I or II or III exam paper/s;
- (E) mark student/s completed Certificate IV or Diploma exam paper/s; and
- (F) mark student/s completed Advanced Diploma exam paper/s.

## **5. Posting of Agreement**

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. Electronic access to this Agreement, where available, is sufficient to meet the requirements of this clause.

## **6. Award, Industrial Instruments and this Agreement**

This Agreement is to be read in conjunction with the Award 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 will take precedence.

## **7. Replacement of previous Certified Agreement**

This Agreement replaces the *Department of Education, Training and Employment TAFE Educational Employees Certified Agreement 2012*.

## **8. Existing employment conditions**

- (a) The making of this Agreement is not intended to decrease entitlements or terms and conditions of employment as they existed immediately prior to the commencement of this Agreement by reason only of the coming into force of this Agreement.
- (b) As such, no employee is to suffer any loss or diminution of entitlements or terms of conditions of employment enjoyed immediately prior to the commencing of this Agreement.
- (c) 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.

## **9. No further claims**

- (a) 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.
- (b) This Agreement covers all matters or claims that could otherwise be subject to protected industrial action.
- (c) It is agreed that the following changes may be made to employee's rights and entitlements during the life of this Agreement:
  - (i) General Rulings (including the 2016 State Wage Case) and Statements of Policy issued by the Queensland Industrial Relations Commission that provide conditions that are not less favourable than current conditions;

- (ii) Any improvements in conditions that are determined on a whole-of-government basis; and
- (iii) Reclassifications.
- (d) Unless inconsistent with the terms of this Agreement, the entitlement of employees covered by this Agreement as contained in awards, certified agreements, Queensland Industrial Relations Commission orders, determinations or human resource policies that prescribe employment conditions formerly provided by a Directive was made will not be reduced for the life of this Agreement.
- (e) It is agreed that any increases in monetary amounts or other entitlements as a result of Queensland Industrial Relations Commission decisions or government policy will be applied.

## **10. Equity Considerations**

- (a) 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.
- (b) 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*.

## **11. New wage rates**

- (a) The following wage increases will be available to employees covered by this Agreement:
  - (i) 2.5% per annum on and from 1 July 2016;
  - (ii) 2.5% per annum on and from 1 July 2017; and
  - (iii) 2.5% per annum on and from 1 July 2018.
- (b) The following salary adjustments will also be available to employees covered by this Agreement:
  - (i) 0.5% per annum on and from 1 July 2017; and
  - (ii) 0.5% per annum on and from 1 July 2018.
- (c) The salary schedules are set out in Appendix 1.

## **12. Enterprise bargaining commitments**

- (a) As a matter of priority the parties agree to develop and issue a *Team Based Working Arrangement Joint Statement*.
- (b) During the life of the Agreement the parties agree to:
  - (i) Develop and/or review, the following TAFE Queensland human resource procedures or guidelines to adopt best practice:
    - (A) *Discipline Procedure*;



- (B) *Managing Unsatisfactory Performance Procedure*;
  - (C) *Temporary Conversion to Permanent Employment Guideline*;
  - (D) *Programming and Planning Guideline*; and
  - (E) *Retraining and Placement Guideline*.
- (ii) Discuss and clarify the interaction of the *Performance Planning and Development Procedure*, *Managing Unsatisfactory Performance Procedure* and *Discipline Procedures*.
  - (iii) Discuss ways to improve the management and utilisation of time off in lieu.
  - (iv) Jointly develop and deliver Local Consultative Committee training to representatives.
- (c) Any review of the approved teaching qualifications for the purpose of progression through the salary barrier in TAFE Queensland policy will occur in consultation with the Unions.

## **PART 2 - Dispute Resolution**

### **13. Prevention and settlement of disputes**

- (a) Notwithstanding the programming dispute resolution process (as outlined in section 25.4), 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.
- (b) 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 will be prejudiced as to the final settlement by the continuation of work.
- (c) There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- (d) In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement, the following procedures will apply:
  - Stage 1: The matter will be referred by the Union representative and/or the employee/s to the appropriate management representative who will arrange a conference of the parties to discuss the matter. This process should not extend beyond seven days.
  - Stage 2: Consideration by a sub-committee of the Local Consultative Committee comprised of educational staff and management representatives, which may include the General Manager, with recommendations to the team/management within two days.
  - Stage 3: If either party is not satisfied with the outcome from Stage 2, the matter may be referred by either party to both employee representatives and officers from

the TAFE Queensland Corporate Human Resources for consideration and action within seven days.

Stage 4: If either party is not satisfied with the outcome from Stage 3 of this process, the matter may be referred by either party to the TAFE Queensland Consultative Committee for consideration and action within seven days.

Stage 5: If the matter is not resolved then either party may refer it to the Queensland Industrial Relations Commission. In terms of section 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.

- (e) All timelines outlined above may be altered by mutual agreement between the parties.
- (f) The parties acknowledge that, for matters not covered by this Agreement, there are other dispute resolution procedures available.

## **PART 3 – Types of Employment and Consultation**

### **14. Permanent employment**

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 viable or appropriate. TAFE Queensland is encouraged to utilise workforce planning and management strategies to assist in determining the appropriate workforce mix for current and future needs.

### **15. Employment security**

In accordance with the Queensland Government's *Employment Security* policy, TAFE Queensland is committed to maximum employment security for permanent employees by developing and maintaining a responsive, impartial and efficient public provider of Vocational Education and Training for the community.

### **16. Casual employment**

Casual employees should not:

- (a) be engaged on a regular and systematic basis;
- (b) be engaged for several periods of employment for more than one year; or
- (c) have a reasonable expectation of further employment with TAFE Queensland.

### **17. Consultation**

#### **17.1 Consultation principles**

- (a) Where TAFE Queensland needs to make a decision about matters that significantly impact employees' employment circumstances, TAFE Queensland is committed to consult with affected employees and the Unions.

- (b) Consultation will:
  - (i) provide affected employees and the Union/s with relevant information in a timely manner;
  - (ii) allow a reasonable period of time to receive feedback, and take into account and consider, the views of the affected employees and the Union/s prior to the decision; and
  - (iii) provide affected employees and the Union/s with reasons for making a particular decision once a decision has been made.
- (c) Relevant information may include:
  - (i) providing a rationale for a proposed change;
  - (ii) clarifying the current state;
  - (iii) a vision for the future state; and
  - (iv) proposed transitional approach from current to future state focussing on identifying employee impacts.
- (d) Notwithstanding clause 17.1(b), TAFE Queensland will not be required to disclose confidential information, the disclosure of which would be adverse to TAFE Queensland's interests.
- (e) The parties are committed to the ongoing role of the TAFE Queensland Consultative Committee and the Local Consultative Committees.

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

- (a) Each Region will also have a local level consultative committee made up of employee and employer representatives known as the Local Consultative Committee/s.
- (b) The Local Consultative Committee may, by agreement, subsume the role/s of any other consultative forums already in place.
- (c) The purpose of the Local Consultative Committees will be to consult on a broad range of local issues affecting Regional TAFE Queensland employees and is not confined to the discussion of matters arising from this Agreement including organisational change.
- (d) In addition, the parties agree that each Local Consultative Committee will deal with the issue of workload management. The activities of each Local Consultative Committee in the area of workload management should include, but not be limited to, the following:
  - (i) to undertake research on local workload management issues;
  - (ii) to address specific workload issues referred by staff of work units, employee representatives and/or management;
  - (iii) to develop expedient processes for referral of workload issues to the Local Consultative Committee;

- (iv) based on research, develop strategies to improve immediate and long term workload issues; and
- (v) to assess the implications of workloads from a workplace health and safety perspective and refer relevant matters to the Workplace Health and Safety Committee.
- (e) Matters not resolved at the Local Consultative Committees may be referred to the TAFE Queensland Consultative Committee for resolution.
- (f) The composition and functions of the Local Consultative Committees will be the subject of terms of reference agreed between the parties and amended by agreement from time to time.

### **17.3 TAFE Queensland Consultative Committee (TQCC)**

- (a) There will be a joint consultative committee made up of employee and employer representatives known as the TAFE Queensland Consultative Committee. The purpose of TAFE Queensland Consultative Committee is to oversee the implementation of the certified agreement and operate as TAFE Queensland's consultative body.
- (b) TAFE Queensland Consultative Committee will also be responsible for the resolution of matters not resolved at the local consultative committee level.
- (c) The composition and functions of the TAFE Queensland Consultative Committee will be the subject of terms of reference agreed between the parties and amended by agreement from time to time.
- (d) The parties agree that TAFE Queensland should report to the Union/s on a quarterly basis the current status of employment practices within TAFE Queensland. This report should be provided on a quarterly basis at the TAFE Queensland Consultative Committee. Specifically, the report should detail the following:
  - (i) a snapshot of the current workforce including the total number of employees, the number of employees by appointment type (permanent, temporary and casual), and their stream allocation;
  - (ii) the number of people engaged through labour hire;
  - (iii) a report on the variance from the previous quarter in the use of casuals, temporaries and the number of people engaged through labour hire;
  - (iv) any significant variance in the number of permanent employees; and
  - (v) the conversion of temporary employees to permanent status.

### **17.4 Consultation - introduction of changes**

- (a) In addition to clause 11 of the Award, TAFE Queensland is committed to providing stability by limiting organisational restructuring and contracting-out of services.
- (b) These commitments are effected through the application of the Government's policy on *Employment Security* and *Contracting-Out of Government Services*.

- (c) TAFE Queensland will provide in writing to the members of the relevant Local Consultative Committee their intention to implement organisational changes that may affect the employment security of employees, prior to the commencement of any planned changes. This will include all information required to be provided in accordance with clauses 10 and 11 of the Award. TAFE Queensland will also, where requested, provide the Unions with a listing of the affected employees comprising name, job title and work location.
- (d) It is acknowledged that management has a right to implement changes to ensure the effective delivery of services by TAFE Queensland. 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 Local Consultative Committee in a timely manner either party may refer the matter to TAFE Queensland Consultative Committee for resolution.
- (e) Permanent TAFE Queensland employees will not be forced into unemployment as a result of organisational change or changes in organisational priorities. Where changes to employment arrangements are necessary, there will be active pursuit of retraining and redeployment opportunities.
- (f) The TAFE Queensland activities that support the employee's active pursuit of opportunities may include:
  - (i) the appointment of a case manager;
  - (ii) suitability assessments;
  - (iii) suitability reports;
  - (iv) case management review;
  - (v) salary maintenance; and
  - (vi) expression of interest in a voluntary redundancy.
- (g) There is a responsibility on the employee to meaningfully participate in the opportunities made available. Employees will comply with the deployment and redeployment activities, including the requirement that they participate actively in the deployment process.
- (h) In exceptional circumstances TAFE Queensland may determine that all reasonable placement efforts have been undertaken and it is not appropriate to continue these efforts, in which case retrenchment may result. This may include where an employee refuses to participate or cooperate in these processes.
- (i) TAFE Queensland must provide relevant information to the Unions when it intends to make employees redundant, where an employee may be genuinely redundant or may be retrenched. Such information must be provided at the same time TAFE Queensland's intentions are communicated to the employee. An affected employee must be provided with sufficient notice of TAFE Queensland's intention to make the employee redundant or retrenched to allow the employee to seek relevant independent advice.

## **18. Joint statements**

- (a) Joint statements may be developed and issued to provide clarity on matters that represent an agreed position of TAFE Queensland and the Unions.

- (b) Where a joint statement is issued, TAFE Queensland, the Union/s and affected employees will comply with the joint statement for the life of this Agreement.

## **19. Facilitative Provisions**

- (a) Nothing in this Agreement prevents the parties from identifying flexibilities or changes to be implemented by mutual agreement.
- (b) There must be:
  - (i) consultation with affected employees;
  - (ii) agreement by the employee representatives covering the affected employees; and
  - (iii) agreement by all relevant parties at the TAFE Queensland Consultative Committee.
- (c) Provided that where agreement cannot be reached, the parties may access the disputes procedures set out in clause 13 of this agreement.
- (d) Any such change must be documented and made available to all employees directly or indirectly affected by the proposal.
- (e) If an appropriate flexibility provision is contained in the Award then the parties may implement changes in accordance with the Award provision.
- (f) Where an identified flexibility or change affects an award condition of employment then the parties must effect the change through a certified agreement made pursuant to the provisions of the *Industrial Relations Act 1999*.

## **PART 4 – Salary Levels, Allowances and Related Matters**

### **20. Classifications and salary levels**

#### **20.1 Educator classification standards**

The duties, qualifications, skills and experience required by an Educator are prescribed in Appendix 2.

#### **20.2 Increments**

- (a) Subject to clause 20.2(b) to (e), Educators who have received a salary at a particular classification level and step for a period of 12 months, may increment from one step to the next highest step within the classification level.
- (b) Notwithstanding anything contained elsewhere in this Agreement, an Educator is not entitled to move to the next salary increment level by virtue of this Agreement if the conduct, diligence, and efficiency of the employee has been certified to be unsatisfactory by the Chief Executive Officer.
- (c) If any increase prescribed by this Agreement is withheld from or refused to be granted to any Educator, such employee will be given an opportunity to show cause to the Chief Executive Officer why such increase should not be withheld.

- (d) A Teacher Step 4 must possess an approved teaching qualification to increment from Teacher Step 4 to Teacher Step 5.
- (e) Teachers are eligible to progress to Leading Vocational Teacher Step 1 provided the employee:
  - (i) signs an agreement to perform an additional duty or duties negotiated within the teaching team and agreed between the teaching team and Manager;
  - (ii) holds an approved teaching qualification; and
  - (iii) has completed 12 months at classification level Teacher Step 7.
- (f) Increments for a Leading Vocational Teacher will be subject to:
  - (i) The Manager and the employee agreeing to renew the additional duties agreement prescribed in Appendix 2, clause A2.3(a)(ii), or negotiation of a new agreement to perform additional duties, or additional duties negotiated within a teaching team and agreed between the Manager and the teaching team.
  - (ii) Endorsement from their Manager that their conduct was satisfactory, they performed diligently and efficiently at the particular classification level and step for a period of 12 months and they are not currently the subject of either an unsatisfactory performance or disciplinary process.
- (g) A Leading Vocational Teacher will increment from the date the Manager and the employee have both signed the additional duties agreement as prescribed in clause 20.2(d)(i).
- (h) There will be no quotas to limit the number of Leading Vocational Teachers.
- (i) The classification of Leading Vocational Teacher can be removed, reduced or altered where performance issues are identified and managed:
  - (i) through an unsatisfactory performance process; and
  - (ii) where it is deemed as an outcome of that unsatisfactory performance process that the Leading Vocational Teacher has failed to perform the additional duties that are reasonably within the employees' capacity to complete.
- (j) A Leading Vocational Teacher will revert to classification level Teacher Step 7 when:
  - (i) the employee voluntarily terminates their agreement to perform additional duties, or
  - (ii) TAFE Queensland removes an agreement to perform additional duties in accordance with clause 20.2(i).
- (k) In the instance that a Leading Vocational Teacher is unable to perform agreed additional duties through no fault of the Leading Vocational Teacher concerned or due to compassionate and/or significant personal circumstances:
  - (i) reversion is not an option for management; and
  - (ii) duties may be reallocated subject to consultation with the Teaching team.

- (l) A Leading Vocational Teacher who has reverted to classification level Teacher, Step 7 may restate their acceptance of additional duties and be appointed to classification level Leading Vocational Teacher, Step 1.

### **20.3 Emergent staffing - Teachers**

- (a) In emergent circumstances and subject to the agreement of the Unions and clauses 20.3(b) and (c), the General Manager may determine that a Teacher be placed on any classification level and step between Teacher Step 1 and Leading Vocational Teacher Step 3.
- (b) A Teacher will possess minimum qualifications, skills and experience as prescribed in Appendix 2, clause A2.2(c) and clause A2.2(d).
- (c) A Teacher may only be placed at the Leading Vocational Teacher classification level where they possess an approved teaching qualification.
- (d) While emergent circumstances may vary, the General Manager will consider:
  - (i) the business needs of the Region including isolation of the location, the local industry training needs and the ability to attract and retain Teachers;
  - (ii) qualifications including teaching, industry, licenses, tickets, professional body credentials, accreditation and registration;
  - (iii) skills including the ability to teach a broad range or higher level of qualifications/courses, expertise in business development, industry liaison, or financial, project or relationship management, or shortage of or specialist skills required for a particular content area;
  - (iv) experience including teaching experience in the type, currency, length, breadth and range of delivery methods, and length and breadth of industry experience; and
  - (v) labour market competition including remuneration differentials and the ability to attach and retain Teachers.
- (e) The General Manager will demonstrate a clear and direct linkage between the classification level and step a Teacher is placed and the emergent circumstances.
- (f) General Managers will not approve the placement of a Teacher prescribed by clause 20.3 unless there is a compelling reason/s.

### **21. Classifications review**

- (a) During the life of this Agreement, in consultation with the Unions and following the completion of each current pilot, there will be a review which may lead to the introduction of the following Educator classifications:
  - (i) Team Leaders;
  - (ii) Associate Lecturers;
  - (iii) Lecturers; and
  - (iv) Senior Lecturers.



- (b) The general principles to be applied when determining the outcome of each review are:
  - (i) no reduction in client service delivery;
  - (ii) no reduction to Educators current salaries; and
  - (iii) endorsement by Public Sector Industrial Relations is required.
- (c) The Team Leader classification pilots will be completed in 2017 and the Associate Lecturers, Lecturers and Senior Lecturers classifications pilots will be completed in 2018.
- (d) On completion of each review the Unions and Public Sector Industrial Relations will be consulted with the intention to make application by consent, if possible, to amend the *TAFE Queensland Award – State 2016*.

## 22. Salary packaging

- (a) Salary packaging is available for employees covered by this Agreement.
- (b) TAFE Queensland is to apply the following principles for employees that avail themselves of salary packaging:
  - (i) as part of the salary package arrangements, the costs for administering the package, including fringe benefits tax, are met by the participating employee;
  - (ii) there will be no additional increase in superannuation costs or to fringe benefits payments made by TAFE Queensland;
  - (iii) increases or variations in taxation are to be passed to employees as part of their salary package;
  - (iv) 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/s to an already agreed packaging arrangement;
  - (v) TAFE Queensland will pass on to the employee any Input Tax Credits it receives as part of salary packaging;
  - (vi) there will be no significant additional administrative workload or other ongoing costs to TAFE Queensland;
  - (vii) any additional administrative and fringe benefit tax costs are to be met by the employee; and
  - (viii) 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.
- (c) 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.

- (d) Subject to federal legislation, employees may elect to adjust their current salary sacrifice arrangements to sacrifice up to 100% of salary to superannuation.

### **23. Career paths**

The parties are committed to providing reasonable career opportunities to TAFE Queensland employees. The parties are committed to provide consistent and transparent classifications across TAFE Queensland.

## **PART 5 - Hours of Work and Related Matters**

### **24. Workload management**

- (a) TAFE Queensland is committed to working with its employees and the Union/s to address workload management issues. It is acknowledged that high workloads can in some circumstances lead to unsafe work practices, therefore TAFE Queensland will ensure safe work environments are not compromised, and that organisational responsibilities under legislation including duty of care to all employees are complied with.
- (b) It is recognised by TAFE Queensland that unrealistic expectations should not be placed on employees by line management to consistently perform excessive working hours whereby no opportunities arise to utilise accrued time or time off in lieu.
- (c) TAFE Queensland will consider the impacts on workloads when organisational change occurs, particularly those impacts arising from the introduction of new programs and from machinery of government changes. Management at the local level should undertake appropriate consultation with affected employees when implementing organisational initiatives including machinery of government changes that may have an impact on the workloads of affected employees.

## **PART 6 – Programming and related matters**

### **25. Programming**

#### **25.1 Programming principles**

- (a) The parties recognise the professionalism of Educators across TAFE Queensland and wish to empower teams to allocate workload in a way that meets the genuine needs of TAFE Queensland, employees, industry, and students.
- (b) The parties agree that there is a need to achieve workplace efficiencies, effectiveness and service delivery to promote job satisfaction, improve quality of working life and assist positively in the operation of TAFE Queensland.
- (c) The parties agree that programming decisions must be educationally and fiscally sound.

#### **25.2 Yearly plan**

- (a) A yearly plan will be developed for each teaching team by agreement between TAFE Queensland and the teaching team prior to the commencement of delivery. The yearly plan will be developed with sufficient lead time for management approval and other processes, such as marketing, enrolment and dispute resolution.

- (b) Each yearly plan will allocate time to:
  - (i) Programmed time (including time on and off campus and recognition of prior learning);
  - (ii) Non-attendance time;
  - (iii) Professional development (including release to industry);
  - (iv) Moderation and validation;
  - (v) Staff meetings;
  - (vi) Annual leave;
  - (vii) Long service leave;
  - (viii) Public holidays;
  - (ix) Time off in lieu (where applicable);
  - (x) Student orientations and work integrated learning activities;
  - (xi) Project work; and
  - (xii) Other incidental activities.
- (c) A yearly plan will be in a form approved by TAFE Queensland.
- (d) A yearly plan will not disadvantage employees in relation to their employment conditions prescribed in the *TAFE Queensland Award – State 2016* and the Queensland Employment Standards.
- (e) A yearly plan will be flexible and responsive to the needs of TAFE Queensland, employees, industry and students by:
  - (i) Maximising resources including rooms, equipment, revenue, staffing;
  - (ii) Realising budget efficiencies;
  - (iii) Maintaining an equitable distribution of workload across the teaching team;
  - (iv) Adapting to unplanned absences; and
  - (v) Accommodating minimum requirements for student contact to ensure delivery timetables are pedagogically sound and in accordance with the Vocational Education and Training Quality Framework and, where applicable, the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS).
- (f) TAFE Queensland may alter a yearly plan of teaching team to meet the needs prescribed in clause 25.2(e) in consultation with the teaching team and Unions.

### 25.3 Delivery timetable

- (a) A delivery timetable that aligns to the yearly plan will be developed for each Educator in a teaching team.
- (b) The timetable will be developed through negotiation between the teaching team and the manager to allocate programmed time prior to the commencement of delivery.
- (c) The timetable will include reasonable hours each week, with consideration to all duties including those other than teaching for which an Educator is responsible.
- (d) An Educator may request that their delivery timetable be developed taking their personal circumstances, but not merely their personal convenience, into account. Such a request will not be unreasonably refused.
- (e) In emergent circumstances, TAFE Queensland and the teaching team will confer urgently to prepare a temporary delivery timetable to operate until TAFE Queensland and an Educator agree on a final delivery timetable.
- (f) Where a temporary delivery timetable is implemented, TAFE Queensland and the employee will implement a final delivery timetable as soon as practicable.
- (g) Where an Educator undertakes flexible delivery, Recognition of Prior Learning, or other non-traditional delivery who undertake hours that are not compatible with traditional modes of class room delivery (for example workplace, simulated workplace or online delivery); the maximum ordinary programmed hours of work will be 32 hours per week and will not be subject to the prescribed maximums for contact time and non-contact in clause 15.1(b) of the Award. Any addition to 32 hours will incur overtime.

### 25.4 Programming Dispute Resolution Process

- (a) Whether arising from programming, planning, timetabling and / or class sizes, the dispute resolution process as outlined below will be followed:
  - Stage 1: Consideration by a sub-committee of the Local Consultative Committee comprised of educational staff and management representatives, which may include the General Manager, with recommendations to the team/management within two 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 TAFE Queensland's Corporate Human Resources for consideration and action within seven 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 TAFE Queensland Consultative Committee for consideration and action within seven days.
  - Stage 4: 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 Queensland Industrial Relations Commission is empowered to do all things necessary to prevent and/or settle the dispute and determine any matter in dispute.

- (b) All timelines outlined above may be altered by mutual agreement between the parties.

## **25.5 Team-based Working Arrangements**

- (a) Notwithstanding clause 25.5(b) and clause 25.5(c) and subject to clause 25.5(e) TAFE Queensland and the majority of employees in a relevant team may agree to establish a Team-based Working Arrangement in consultation with the Union/s.
- (b) A Team-based Working Arrangement established as prescribed in clause 25.5(a) will be subject to approval of the Local Consultative Committee.
- (c) A Team-based Working Arrangement may vary the effect of employment conditions for TAFE Queensland and the relevant employees of a team, limited to:
  - (i) ordinary hours of duty;
  - (ii) spread of hours;
  - (iii) payment for working ordinary hours (including computed time);
  - (iv) meal breaks;
  - (v) rest pauses;
  - (vi) compensation for overtime;
  - (vii) non-attendance time; and
  - (viii) class sizes.
- (d) A Team-based Working Arrangement will not disadvantage employees in relation to their employment conditions prescribed in the *TAFE Queensland Award – State 2016* and the Queensland Employment Standards.
- (e) A Team-based Working Arrangement will be consistent with TAFE Queensland's responsibilities to provide a safe and healthy working environment and operate in accordance with the *Team-based Working Arrangements Joint Statement*.
- (f) A Team-based Working Arrangement will be in writing in a form agreed by TAFE Queensland and the Union/s.
- (g) A Team-based Working Arrangement established by the agreement of TAFE Queensland and the majority of employees in a relevant team will be submitted to the Local Consultative Committee for approval.
- (h) The Local Consultative Committee will assess each Team-based Working Arrangement and only approve it if the arrangement meets the requirements of clause 25.5(a), (c), (d), (e) and (f).
- (i) Once approved, a Team-based Working Arrangement will apply to all members of the team, including employees who join the team after the arrangement is made.
- (j) A Team-based Working Arrangement may be terminated by TAFE Queensland or the majority of employees in the relevant team by four weeks' written notice, effective from the last day of a semester.

## **26. Recognition of prior learning**

- (a) Recognition of prior learning, as defined at clause 3, requires the Educator to complete a number of tasks which may include:
  - (i) reviewing evidence submitted;
  - (ii) conducting a professional conversation with the candidate to evaluate their knowledge and skills;
  - (iii) observing the candidate perform competency related tasks; and
  - (iv) making an assessment of overall competency and credit transfers.
- (b) The time allocated for Educators to complete recognition of prior learning will:
  - (i) be subject to the number, range, complexity and Australian Qualifications Framework level of units being assessed;
  - (ii) be allocated in no less than 15 minute blocks;
  - (iii) be agreed in advance, where possible; and
  - (iv) not exceed the maximum programmed hours per week without agreement.
- (c) The yearly plan and the delivery timetable will be amended to record the time the Educator is allocated to complete recognition of prior learning.
- (d) The time allocated will be recorded in the yearly plan and delivery timetable as recognition of prior learning.
- (e) Formal learning means learning that takes place through structured program of instruction and is linked to an Australian Qualifications Framework qualification or Statement of Attainment.
- (f) Non-formal learning means learning that takes place through structured program of instruction, but does not lead to an Australian Qualifications Framework qualification or Statement of Attainment (for example, in-house professional development program).
- (g) Informal learning means learning that results through experience of work-related, social, family or leisure activities (for example the acquisition of interpersonal skills through years of work experience in a relevant role).

## **27. Class sizes**

- (a) The following is to be read in conjunction with clause 20 of the Award.
- (b) While class sizes may be varied by agreement, after consultation between TAFE Queensland, the Educator and the Unions, such flexibility will not be interpreted as a general policy for the averaging of class sizes.
- (c) Computer Based Training, Computer Managed Learning, on-line or blended delivery and Self-paced learning or combinations thereof are to be negotiated by the parties.

- (d) Associate Diploma and Diploma lectures may have class sizes of up to 60 students for theory classes only, and they will be supported by appropriate tutorial assistance.
- (e) It is recognised that a teacher cannot physically supervise every student in each class at all times. The term “practicable”, as used in the *Workplace Health and Safety Act 2011* means that supervision provided by the teacher will:
  - (i) Ensure that students are correctly instructed in the use of equipment and that students are aware of the safety requirements of the task. Once correctly instructed, students have a duty of care to behave in accordance with those instructions. Teachers should maintain adequate supervisory control to ensure adherence to these instructions.
  - (ii) Ensure close supervision of activities which could be deemed not a normal task or skill, or which are particularly hazardous.
  - (iii) To ensure personal compliance with safety requirements, such as protective clothing.
- (f) Life skills classes means classes which are to improve literacy, numeracy and competence of students in work related subjects (including Certificate and Associate Diploma subjects), whether conducted at the campus or externally.
- (g) Live work means practical work where students are performing tasks on full scale exercises conducted on campus, including workshops, and at locations external to the campus.
- (h) Practical work means work performed by students in a workshop environment.

## **28. Preparation**

Consistent with clause 29, Educators will ensure all necessary activities as required for the half yearly plan and delivery timetable, are completed prior to the commencement of delivery including:

- (a) Confirming understanding of the packaging rules and requirements of the training package and/or accredited course units to be delivered and ensuring that planned training activity will meet those requirements;
- (b) Review, update and/or develop course-related information at a qualification and/or unit level, including but not limited to:
  - (i) Qualification Guide;
  - (ii) Unit of Study Guide/s;
  - (iii) Learner Guide/s;
  - (iv) competency Based Training Assessment instruments including benchmarks;
  - (v) content delivery schedule/lesson plans;
  - (vi) learning and training resources;

- (vii) course orientation materials for existing or future programs; and
  - (viii) preparing for workplace learning, such as ensuring the templates for Provider Risk Assessments and the Logbook for Vocational Placements are up to date for future issue.
- (c) Uploading all relevant learning and assessment resources and undertake all other requirements for the learning management system ready for delivery and assessment or organise printing of resources ready for distribution.

## **PART 7 – Educator professionalism, responsibilities and related matters**

### **29. Non-attendance time**

- (a) Educators will use their discretion to determine how they will utilise non-attendance time. Educators may choose, but are not required to, conduct their normal programmed time duties during non-attendance time.
- (b) TAFE Queensland and the teaching team will ensure the yearly plan and delivery timetable, for the six months after the return from non-attendance time, are agreed and available to Educators no less than four weeks prior to the commencement of non-attendance time. This is to facilitate the Educators' preparation as prescribed in clause 28.
- (c) Upon return from non-attendance time Educators will be prepared to commence delivery as required by clause 28.

### **30. Professional Development and Release to Industry**

- (a) A minimum of 10 days professional development and release to industry is to be undertaken each year by Educators, excluding casuals.
- (b) Professional development activities will prioritise activities which maintain, develop and extend Educators' vocational competency and currency of skills and knowledge relevant to:
  - (i) vocational training, learning and assessment;
  - (ii) current industry skills, including the skills required by training packages/accredited courses and as identified by TAFE Queensland through industry engagement; and
  - (iii) the industry area where training is being delivered and assessed.
- (c) Professional development will be differentiated from the normal programmed duties of Educators, including:
  - (i) moderation and validation;
  - (ii) engagement in extra-curricular activities;
  - (iii) participation in routine core business meetings, planning and preparation;
  - (iv) non-attendance time; and
  - (v) mandatory staff training.



- (d) The parties agree that Educators have an obligation as a TAFE Queensland employee to undertake and complete all necessary mandatory training (for example Code of Conduct induction or refresher training).

## **31. Currency**

### **31.1 Current industry skills**

- (a) Educators will possess knowledge of and/or experience using the latest industry techniques, processes and equipment and an understanding and knowledge of current legislation relevant to the industry and to employment and workplaces.
- (b) Educators will be able to provide training and assessment that reflects current industry practice.
- (c) Current industry skills may be demonstrated by documented evidence including, but not limited to:
  - (i) regular exposure to industry workplaces and/or participation in workplace tasks;
  - (ii) participation in relevant professional development activities;
  - (iii) participation in networks;
  - (iv) personal development gained through reading of industry journals;
  - (v) undertaking accredited training;
  - (vi) returning to work or industry release; and
  - (vii) other activities deemed appropriate following consultation with industry.

### **31.2 Current vocational training, learning and assessment knowledge and skills**

- (a) Educators will possess current vocational training, learning and assessment knowledge and skills by participating in activities to maintain, upgrade and/or develop the way in which they train and assess.
- (b) Current vocational training, learning and assessment knowledge and skills may be demonstrated by documented evidence including, but not limited to:
  - (i) Participation in courses including both external and internal TAFE Queensland courses, workshops, seminars, and conferences;
  - (ii) Recent completion of a Vocational Education and Training product, both at the qualification and/or unit of competency/module level;
  - (iii) Participation in learning networks including professional associations;
  - (iv) Personal development through reading of publications and other relevant information;
  - (v) Participation in validation or moderation activities; and

- (vi) Shadowing or working closely with other Educators.

### **31.3 Vocational competency**

- (a) Educators will possess vocational competencies to meet at least the requirements listed in the training product, both at the qualification and unit of competency/module level.
- (b) Vocational competency may be demonstrated by verified, documented evidence that the Educator possesses the competency that they are delivering/assessing, or by mapping their skills and knowledge to the current competency/ies they are delivering/assessing.

### **32. Educator profile**

Educators will review and maintain their Educator profile to meet currency and competency requirements in area/s of delivery.

## **PART 8 - Leave of Absence and Public Holidays**

### **33. Family and domestic violence leave**

- (a) An employee who is affected by domestic and family violence is entitled to up to 10 days per year of leave on full pay. Leave will be granted where the Chief Executive Officer, or authorised delegate, is satisfied that the employee requires the leave as the employee is affected by domestic and family violence. The absence of supporting documentation should not be a reason for the leave being denied.
- (b) The employee does not have to use other leave entitlements before accessing this leave and it can be taken as consecutive days, single or part days.
- (c) The leave could be taken to attend medical, legal, police or counselling appointments, attend court or other legal proceedings, organise alternative accommodation, care or education arrangements for the purpose of attending to matters arising from domestic and family violence.
- (d) The employee may access further paid or unpaid leave special leave (in accordance with TAFE Queensland policy), once this leave has been exhausted, to attend to matters arising from domestic and family violence.

### **34. Cultural leave**

- (a) The parties agree that access to unpaid cultural leave should continue to be available to all employees covered by this Agreement.
- (b) For the purposes of this Agreement, the parties agree that all employees covered by this Agreement will be eligible to have an application for unpaid cultural leave considered by the Chief Executive Officer. Any application for unpaid cultural leave will be considered by reference to the discretionary powers of the Chief Executive Officer for special leave.
- (c) Appropriate purposes for which such leave may be obtained include:
  - (i) 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.

- (ii) 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.
  - (iii) 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.
  - (iv) 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.
  - (v) Notwithstanding these provisions the employer may allow any employee to attend significant traditional or ceremonial functions that culturally the employee is required to attend.
- (d) Each application for unpaid cultural leave will be considered on a case by case basis and be subject to operational convenience. Nothing contained within this clause will be able to be construed as a guarantee that an application for unpaid cultural leave will be approved.
  - (e) For the purposes of this Agreement, an eligible employee may access up to 10 days cultural leave per annum. All cultural leave will be without pay.
  - (f) An application for unpaid cultural leave will not be unreasonably rejected by the Chief Executive Officer.

### **35. Access to long service leave as cultural leave**

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) the employee has long service leave available;
- (e) such application will be subject to the TAFE Queensland policy on long service leave; and
- (f) approval of applications for long service leave made on this basis will not be unreasonably withheld.

### **36. Access to cultural leave as other leave**

In addition to the provisions of Division 4 of the QES, eligible employees may access cultural leave:

- (a) as recreation leave;

- (b) as special leave (paid or unpaid);
- (c) in lieu of public holidays (where operational circumstances permit);
- (d) as accrued time leave; or
- (e) at the required time with such time made up at a later date.

### **37. Annual leave loading payments and loading**

- (a) 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
- (b) 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.

### **38. No loss of show day**

In addition to the provisions of Division 7 of the QES, an employee required to work at an alternative location to their usual place of work on the day of the show holiday, is entitled to a day off in lieu to be taken by mutual agreement with TAFE Queensland.

## **PART 9 - Training and Related Matters**

### **39. Cross cultural training**

The parties agree that targeted cross cultural training will be available to all employees.

## **PART 10 – Discipline and Suspension**

### **40. Discipline penalties**

- (a) Where there are grounds for discipline, TAFE Queensland may impose one or more of the following disciplinary penalties:
  - (i) a reprimand;
  - (ii) reduction of classification level and consequential change of duties (where applicable);
  - (iii) forfeiture, deferment or reduction of an employee's increment; or
  - (iv) termination of employment.
- (b) Depending on the circumstances, TAFE Queensland may determine that other management interventions are reasonably required to respond to the findings and to ensure the effective and harmonious functioning of the workplace. These may include:
  - (i) a warning (including an additional warning or warnings to one or more previous warnings, and in appropriate cases the warning may be expressed as a "final warning");
  - (ii) providing the employee with additional training;

- (iii) placing the employee on a managing unsatisfactory performance plan;
  - (iv) a change of the employee's duties;
  - (v) a transfer; or
  - (vi) redeployment.
- (c) TAFE Queensland may impose either or both disciplinary penalties and management interventions.

#### **41. Suspension**

- (a) TAFE Queensland may, by notice, suspend an employee from duty with or without pay if TAFE Queensland reasonably believes the proper and efficient management of the organisation might be prejudiced if the employee is not suspended.
- (b) If the employee is suspended from duty without pay, the employee will be afforded natural justice.
- (c) Continuity of the employee's service is not broken by suspension.
- (d) TAFE Queensland may cancel a suspension at any time.

### **PART 11 - Union Related Matters**

#### **42. Union encouragement**

- (a) TAFE Queensland 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.
- (b) An application for Union membership and information on the Unions will be provided to all employees at the point of engagement.
- (c) Information on the Unions will be included in induction materials.
- (d) Union representative/s will be provided with the opportunity to discuss Union membership with new employees.
- (e) Entities are to provide Unions with complete lists of new starters (consisting of name, job title, work email and work location) to the workplace on a quarterly basis, unless agreed between the relevant entity and Union to be on a more regular basis. This information is to be provided electronically.
- (f) Entities also are required where requested to provide Unions with a listing of current employees comprising name, job title, work email and work location. This information will be supplied on a six monthly basis, unless agreed between the relevant entity and Union to be on a more regular basis. The provision of all employee information to Unions will be consistent with the principles outlined at section 373(4) of the *Industrial Relations Act 1999*. This information is to be provided electronically.

#### **43. Union delegates**

- (a) TAFE Queensland 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.
- (b) TAFE Queensland 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.
- (c) 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.
- (d) 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.

#### **44. Industrial Relations Education Leave**

- (a) 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.
- (b) Before TAFE Queensland approves such leave the Union must provide TAFE Queensland 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, TAFE Queensland must be satisfied that the proposed course is within the terms of clause 44(a).
- (c) Employees may be granted up to five working days (or the equivalent hours) paid time off (non-cumulative) per calendar year to attend industrial relations education sessions, approved by TAFE Queensland.
- (d) Additional leave, over and above five 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 five working days (or the equivalent). Such leave will be subject to consultation between TAFE Queensland, the employee and the Unions.
- (e) Upon request and subject to approval by the Chief Executive Officer (or delegated authority) of TAFE Queensland, employees may be granted paid time off in special circumstances to attend Management Committee Meetings, Union Conferences, and Australian Council of Trade Unions Congress.
- (f) 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 TAFE Queensland/work unit concerned. At the same time such leave will not be unreasonably refused.

- (g) At the discretion of TAFE Queensland, employees may be granted special leave without pay to undertake work with their Union.

#### **45. Collective industrial relations**

- (a) TAFE Queensland acknowledges that structured, collective industrial relations will continue as a fundamental principle of the management of the organisation. The principle recognises the important role of Union/s and the traditionally high levels of Union membership in TAFE Queensland. It supports constructive relations between management and Union/s and recognises the need to work collaboratively with Unions and employees in an open and accountable way.
- (b) TAFE Queensland 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.
- (c) TAFE Queensland is committed to collective agreements and will not support non-Union agreements or Queensland Workplace Agreements.

#### **46. ILO conventions**

TAFE Queensland recognises its obligations to give effect to international labour standards including freedom of association, workers' representatives, collective bargaining and equality of opportunity for TAFE Queensland employees.

### **PART 12 – Work Environment Related Matters**

#### **47. Workplace bullying**

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

#### **48. Balancing work/life family**

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

- (a) retaining paid maternity and adoption leave at 14 weeks;
- (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 TAFE Queensland;
- (c) introducing access to half pay recreation leave; and
- (d) enhancing long service leave arrangements to provide:
  - (i) pro rata leave after seven 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.

#### **49. Paid parental leave**

The parties agree that the employer-paid entitlements as prescribed in clause 23.3 of the TAFE Queensland Award (Paid Parental Leave) will be maintained for the life of this Agreement notwithstanding the implementation of an Australian Government paid parental leave scheme.

#### **50. Client aggression**

The parties recognise that client aggression is a workplace health and safety issue affecting some TAFE Queensland workplaces and agree that violence and aggression by clients towards employees is not acceptable.

#### **51. Climate change**

The parties acknowledge that responding to the risks of dangerous climate change is one of the most critical challenges presently facing TAFE Queensland and employees alike. TAFE Queensland recognises that employees 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 TAFE Queensland's sustainability objectives.



## Appendix 1 – Salary Schedules

### A1.1 Educators stream

Classification Level		Year 1 Rate Per Fortnight \$	Year 2 Rate Per Fortnight \$	Year 3 Rate Per Fortnight \$
<b>Tutor</b>	Step 1	1,875.20	1,931.50	1,989.40
	Step 2	1,927.60	1,985.40	2,045.00
	Step 3	2,000.60	2,060.60	2,122.40
	Step 4	2,081.50	2,143.90	2,208.20
	Step 5	2,178.30	2,243.60	2,310.90
<b>Teacher</b>	Step 1	2,533.80	2,609.80	2,688.10
	Step 2	2,651.50	2,731.00	2,812.90
	Step 3	2,769.30	2,852.40	2,938.00
	Step 4	2,889.30	2,976.00	3,065.30
	Step 5	3,011.50	3,101.80	3,194.90
	Step 6	3,132.70	3,226.70	3,323.50
	Step 7	3,255.30	3,353.00	3,453.60
<b>Leading Vocational Teacher (including Grandfathered Principal Teacher Level 2)</b>	Step 1	3,336.50	3,436.60	3,539.70
	Step 2	3,418.20	3,520.70	3,626.30
	Step 3	3,499.50	3,604.50	3,712.60

### A1.2 Principal Teachers

Classification Level		Year 1 Rate Per Fortnight \$	Year 2 Rate Per Fortnight \$	Year 3 Rate Per Fortnight \$
<b>Leading Vocational Teacher (Grandfathered Principal Teacher Level 1)</b>	Step 1	3,580.90	3,688.30	3,798.90
	Step 2	3,662.60	3,772.50	3,885.70
	Step 3	3,743.70	3,856.00	3,971.70

### A1.3 Certain short term casual employees

<b>Classification Level</b>	<b>Year 1 Rate Per Hour \$</b>	<b>Year 2 Rate Per Hour \$</b>	<b>Year 3 Rate Per Hour \$</b>
<b>Adult Community Education Tutor</b>	25.93189	26.70984	27.51114
<b>Adult Community Education Teacher</b>	50.75455	52.27718	53.84550
<b>Adult Community Education Lecturer Level 1</b>	46.12500	47.50875	48.93401
<b>Adult Community Education Lecturer Level 2</b>	51.25000	52.78750	54.37113
<b>Adult Community Education Lecturer Level 3</b>	63.62470	65.53344	67.49945

### A1.4 Pieceworkers

<b>Classification Level</b>	<b>Year 1 Rate Per Hour \$</b>	<b>Year 2 Rate Per Hour \$</b>	<b>Year 3 Rate Per Hour \$</b>
<b>Invigilate or mark one students' International English Language Testing System exam</b>	34.23462	35.26166	36.31951
<b>Examine the language ability of one candidate under the International English Language Testing System</b>	68.47974	70.53413	72.65015
<b>Train one Examiner to examine the language ability of candidates under the International English Language Testing System exam</b>	102.71436	105.79579	108.96966
<b>Mark one students' completed Certificate I or Certificate II or Certificate III exam paper</b>	6.00	6.20	6.40
<b>Mark one students completed Certificate IV or Diploma Exam Paper</b>	8.70	9.00	9.30
<b>Mark one students completed Advanced Diploma exam paper</b>	10.30	10.60	10.90

## Appendix 2 - Educator Classification Standards

The classification standards indicate the duties, qualifications, skills and experience required by an Educator.

### A2.1 Tutors

- (a) The duties of a Tutor are to:
  - (i) conduct tutorial activities, in a range of learning environments, including simulated, workplace, online to revise and reinforce learning on content that has been previously instructed by a Teacher, Leading Vocational Teachers or other mode of delivery;
  - (ii) facilitate learner skill development, provide support and guidance as directed by the Teacher, Leading Vocational Teacher or other mode of delivery;
  - (iii) supervise and/or provide support in student assessment processes;
  - (iv) undertake compliance and quality assurance activities as required;
  - (v) provide support where academic progression intervention is required as directed by the Teacher, Leading Vocational Teacher or other mode of delivery;
  - (vi) contribute to the planning, design and review of educational programs;
  - (vii) Tutors will review and maintain their Educator profile to meet currency and competency requirements in area/s of delivery;
  - (viii) regularly liaise with team members to discuss issues such as tutorial requirements and content; and
  - (ix) provide advice on trends and practices in industry.
- (b) The qualifications, skills and experience of a Tutor are:
  - (i) possession of vocational competencies at least to the level of the unit/s of competency that tutorial support is being provided;
  - (ii) possession of a relevant Training and Assessment Skill Set as determined by TAFE Queensland;
  - (iii) current industry experience and skills directly relevant to the tutorial support being provided;
  - (iv) current knowledge and skills in vocational training, learning and assessment that informs the employee's practice, gained through ongoing professional development;
  - (v) possession of a licence, ticket, professional body credential or registration that is relevant to the vocation in which they are tutoring e.g. electrical refrigeration, gas fitting, and asbestos.

- (c) The following minimum provisions relating to the appointment of tutors:
  - (i) a tutor with a qualification in excess of a diploma or equivalent will be appointed at no less than Tutor Level 2.
  - (ii) a tutor with a base and/or higher vocational qualification and five years' post-trade training industry/teaching experience will be appointed at no less than Tutor Level 3.
  - (iii) a tutor with a base qualification or higher vocational qualification, a teaching qualification, and five years' post-trade training industry/teaching experience will be appointed at no less than Tutor Level 4.

## **A2.2 Teachers**

- (a) The contact time duties of a Teacher include, but are not limited to:
  - (i) facilitate learning of content in a range of learning environments, including classroom, workplace, simulated and online;
  - (ii) conduct student assessment; and
  - (iii) provide supervision of student participation.
- (b) The non-contact time duties of a Teacher include, but are not limited to:
  - (i) conduct general administration of an education program associated to a teaching role, such as participation/roll management, marking and assigning grades;
  - (ii) perform other duties incidental to the delivery of the education program, including planning, designing, delivery and review of educational programs;
  - (iii) undertake the preparation and development of learning and assessment resources;
  - (iv) provide support and advice to students and industry clients;
  - (v) review and update the Educator profile to meet currency and competency requirements in area/s of delivery;
  - (vi) regularly liaise with team members (within and across TAFE Queensland Regions), industry and external educational institution to discuss educational matters;
  - (vii) promote TAFE Queensland products to industry;
  - (viii) monitor academic progress and provide or facilitate access to educational support services where required; and
  - (ix) programming activities prescribed in clause 25.

- (c) The qualifications and skills of a Teacher are as required by:
  - (i) the National Vocational Education and Training Regulator's standards for registered training organisations;
  - (ii) training packages and accredited courses; and
  - (iii) other relevant regulatory, licencing and accreditation requirements.
- (d) Where a Government or Non-Government contract requires, a Teacher will possess the qualification/s agreed in the terms of the contract.
- (e) A Teacher will possess training and assessment and/or industry experience.
- (f) Notwithstanding Appendix 2, clause A2.2(c) and (d), a Teacher Step 5 or higher must possess an approved teaching qualification, except where provided by clause 20.3.

### **A2.3 Leading Vocational Teachers**

- (a) The duties of a Leading Vocational Teacher will be:
  - (i) the same as the duties prescribed in Appendix 2, clause A2.2(a) and ~~2.2~~(b); and
  - (ii) additional duties negotiated and agreed by TAFE Queensland and the employee in the Leading Vocational Teacher agreement.
- (b) Additional duties as prescribed in Appendix 2, clause A2.3(a)(ii) which may be considered by the parties in the negotiation of an agreement may include, but are not limited to:
  - (i) leadership in teaching practice including providing professional development and leading innovation;
  - (ii) mentoring or coaching Teachers or Tutors;
  - (iii) professional/team leadership including leading the planning, design, and review of educational programs;
  - (iv) where qualified, monitor, evaluate and review Workplace Health and Safety responsibilities and obligations for the team;
  - (v) functional responsibility e.g. financial or staffing;
  - (vi) facilitation of business performance, planning and review;
  - (vii) international projects/business;
  - (viii) assistance with marketing and development of promotional strategies;
  - (ix) development of training product and resources to meet specific business needs;
  - (x) where qualified, coordinate the identification of learning support needs of students and co-ordinate intervention plans on behalf of the team;

- (xi) lead and co-ordinate quality assurance processes related to learning and assessment;
  - (xii) performance of high level duties of a critical nature to the business provided they are not those expected of the Manager of a teaching team/s; or
  - (xiii) co-ordinate and facilitate partnerships with educational organisations, third parties and industry.
- (c) The qualifications, skills and experience of a Leading Vocational Teacher will be the same as a Teacher and will include completion of 12 months at classification level Teacher Step 7 and an approved teaching qualification.
- (d) Notwithstanding Appendix 2, clauses A2.3(a)(ii) and A2.3(b), the duties of a Leading Vocational Teacher will be allocated:
- (i) fairly and equitably subject to negotiation between the Leading Vocational Teacher and TAFE Queensland;
  - (ii) such that they are not so frequent or onerous as to detract from the Leading Vocational Teacher's primary role as a Teacher;
  - (iii) initially with negotiation with the teaching team and approval by management. Where such a practice applies, a peer review process occurs prior to management approval; and
  - (iv) to perform in a team/s inside the Region but outside of the Leading Vocational Teachers own team where it is deemed appropriate and that educational leadership is required.
- (e) The agreement to perform additional duties will be recorded in a manner subject to approval by TAFE Queensland.
- (f) The agreed additional duties will subject to regular review.
- (g) 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 Leading Vocational Teacher duties, but will not be required to sign an undertaking.

## **Appendix 3 – Flexible Delivery and Planning Checklist**

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

The delivery planning checklist was prepared to assist in management/employee 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**

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 employee with mixed skills and qualifications or a large team consisting of employee 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, Learning Management System specific skills, cultural background, location, prior learning, and communication resources)?**

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?**

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?**

It is important that management and employee 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?**

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 Campus 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?**

Consideration of the competencies involved will help to determine whether there are team members with appropriate educational, technical and industry expertise, whether sufficient employee are available and how additional employee 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?**

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 Campuses. 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?**

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?**

Some decisions about the numbers of students required to make delivery viable will have been made as part of the discussion in Appendix 3, clause A3.3. 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?**

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 employees?**

If discussion in Appendix 3, clauses A3.7 and A3.8 suggested that professional development for some employees 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 employees. 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?**

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)?
  - (i) 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:
    - (A) 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?
    - (B) What vehicles, resources, rooms, video/audio conference time are required and are these available? If not what can be done to secure them?
    - (C) What time other than teaching/assessing is required to be set aside each week or at pre-determined times for teachers/tutors?
    - (D) 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?

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?

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 TAFE Queensland vehicles are not available and employees 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)?

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, short message service (SMS))?

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 employees 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 employees 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 TAFE Queensland staff personnel.

- (f) What implications are there for casual hours or time of in lieu?

The costs of having to employ casual teachers and payment of overtime taken as casual payment or time of in lieu 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 time of in lieu is agreed and recorded as part of the program.

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

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?

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?

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.

- (c) What technical support will be available for students and teachers?

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?

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?

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?

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?

Assessment records are extremely sensitive and important. Provision should be made for their maintenance and this should be accounted for subject to the Regions 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?

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**

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.

### **A3.18 Program development**

- (a) Who are our learners? What are their characteristics (age, maturity, literacy, numeracy, computer literacy, Learning Management System specific skills, cultural background, location, prior learning, and 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 employees
- (k) What are the time and staffing implications of this information for the planning of resources and the learning program?

### **A3.19 Delivery and assessment**

- (a) For the form/s of delivery planned:
  - (i) How much direct teaching/tutoring time is required (face-to-face, online facilitation, workplace attendance, other)?
  - (ii) What assessment is proposed?
  - (iii) How much travel time is required?
  - (iv) What other teacher time is required (program development and maintenance)?
  - (v) How much time is it estimated is required for communication with students and others, e.g. employers, clients (email, telephone, letters, short message service (SMS))?
  - (vi) What implications are there for casual hours or time of in lieu?
  - (vii) What are reasonable time and resource implications?

### **A3.20 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?

### **A3.21 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 - Functional Responsibilities of a Program Delivery Area Guide

This Appendix sets out examples of general organisational functions that may be undertaken by teaching teams. It is understood that some teams, due to their size, may not have the capacity to perform all of these roles.

<b>Programmed Non-Contact Time – Examples of Team Responsibilities</b>	
<b>A4.1 Planning/operations</b>	<ul style="list-style-type: none"><li>(a) facilitate program registration processes as required;</li><li>(b) contribute information to Delivery Package creation on the Institute Student Management System (ISAS);</li><li>(c) facilitate the timetabling process within the team;</li><li>(d) completion of training assessment strategy;</li><li>(e) contribute information to monitoring of start of study/close of study dates and submission of Student Drop forms as necessary;</li><li>(f) facilitate effective management of physical resources; and</li><li>(g) facilitate professional development for maintaining currency and competence including formal and informal development and industry release opportunities.</li></ul>
<b>A4.2 Student support</b>	Monitor student progress and address issues as required e.g. liaise with Student Services as necessary language, literacy and numeracy or extra learning support.
<b>A4.3 Human Resources</b>	<ul style="list-style-type: none"><li>(a) induct and support new employees to the team – both initially and ongoing; and</li><li>(b) represent the team in recruitment and selection processes.</li></ul>
<b>A4.4 Finance</b>	Facilitate prioritisation of expenditure for the team e.g. semester financial planning.
<b>A4.5 Marketing</b>	<ul style="list-style-type: none"><li>(a) respond to program enquiries and conduct pre-enrolment interviews;</li><li>(b) contribute to the preparation and updating of program information;</li><li>(c) liaise with marketing employees; and</li><li>(d) proactively market vocational education and training programs as necessary.</li></ul>

**A4.6 Communication/Team Liaison**

Represent and communicate with employees outside of team.

**A4.7 Industry Liaison & Marketing**

- (a) liaise with industry and the community to identify current and future vocational education and training needs, including commercial opportunities;
- (b) monitor employment trends and identify skills requirements; and
- (c) liaise and collaborate with other educational institutions.

**A4.8 Committee Representation**

- (a) team representative on relevant committees;
- (b) attend meetings - report to team; and
- (c) assist employees to complete Risk Assessments, Incident Reports.

**A4.9 Continuous Improvement**

- (a) contribute to research, development, implementation and review of programs and processes; and
- (b) identify and trial alternative learning strategies and methods of delivery for instruction of students.

**SIGNATORIES**

Signed for and on behalf of **TAFE QUEENSLAND** ..... Jodie Schmidt

In the presence of ..... Jessica Page

Signed for and on behalf of Queensland Teachers Union of Employees..... G. Maloney

In the presence of:..... Kim Roy

Signed for and on behalf of Together Queensland, Industrial Union of Employees ..... Alex Scott

In the presence of:..... Irene Monro