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**ATTACHMENT B**

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

## **Central Queensland University Educational Employees Copied State Employment Agreement 2014**

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## **1. APPLICATION AND COVERAGE**

- 1.1 This Agreement shall apply to Central Queensland University and the employees engaged under the *Central Queensland University Copied Teachers Award State 2014 and the Australian Education Union (AEU) and Australian Municipal, Administrative, Clerical and Services Union (AMASCU known as Together, Qld)*.

## **2. DATE OF OPERATION**

- 2.1 The Copied State Employment Agreement will operate from 1 July 2014 until such time as a replacement enterprise agreement is negotiated or four (4) years i.e. 30 June 2018.

## **3. POSTING OF AGREEMENT**

- 3.1 A copy of this Agreement will be placed on the University's Policy Portal for access by staff.

## **4. RELATIONSHIP TO AWARDS AND INDUSTRIAL INSTRUMENTS**

- 4.1 This Copied State Instrument is to be read in conjunction with the *Central Queensland University Copied TAFE Teachers' Award - State 2014*. In the event of any inconsistency with Copied State Award and the Copied State Employment Agreement, the terms of the Copied State Employment Agreement shall take precedence.

## **5. REPLACEMENT OF PREVIOUS CERTIFIED AGREEMENT**

- 5.1 This Copied State Employment Agreement 2014 replaces the *Department of Education and Training TAFE Educational Employees Certified Agreement 2012*.

## **6. A REPLACEMENT AGREEMENT**

- 6.1 Under the Fair Work Act 2009 will remain in place until such time as a replacement enterprise agreement is approved by the Fair Work Commission or for 5 years from 30 June 2014 (the termination date) – i.e. 30 June 2019.

## **7. EQUITY CONSIDERATIONS**

- 7.1 Central Queensland University respects and values the diversity of our employees through helping to prevent and eliminate discrimination as outlined in University policy and procedure.
- 7.2 In addition, the effect of this Agreement is not to allow any conduct or treatment, either direct or indirect that would contravene the *Anti-Discrimination Act 1999 QLD*.

## **8. SALARY INCREASES**

- 8.1 In recognition of the commitment of the parties, the following wage increase shall be available to employees covered by this Agreement:

1 August 2012	2%
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- 8.2 Providing that the parties have either completed negotiations for a replacement agreement or are continuing to bargain in good faith towards a replacement agreement, there will be a further payment of a wage increase, consistent with government wages policy of that time, on 30 June 2013.

- 8.3 The salary schedule is set out at [Appendix 1](#).

## **. 9. TEACHERS SALARIES**

### **9.1 Salaries General**

- 9.1.1 The provisions of this Clause apply in lieu of Clause 5.1.2 of the Central Queensland University TAFE Teachers Copied State Award 2014" since the sections of the state awards mentioned in the existing agreement will be carried over into the copied award

- 9.1.2 The scale of minimum salaries that shall apply to Teachers is as listed at [Appendix 1](#) of this agreement.
- 9.1.3 Except as otherwise provided in this Agreement or the Award and provided that the provisions of the agreement prevail over the award, progression from one salary step to a higher salary step shall be by annual increments.
- 9.1.4 A teacher without an approved teaching qualification shall not progress beyond Step 4 of the scale.
- 9.1.5 Progression beyond step 4 will be in accordance with the University's policy and procedures on Approved Teaching Qualifications for VET. Should the University propose changes to the relevant policy or procedures, it will consult with the JCC in relation to these changes.

## 9.2 Salaries at Appointment

- 9.2.1 Subject to subclause 11.2.2, salary at appointment will be determined by the Vice-Chancellor & President or nominee within the range of Step 1 and Step 4 of the salary scale at [Appendix 1](#) of this Agreement based on the business needs of the University and the qualifications, skills and experience of the appointee according to the following criteria—
- (i) Business needs of the University include isolation, the ability to recruit and local industry training needs.
  - (ii) Qualifications include teaching, vocational AQF, licenses and professional body credentials.
  - (iii) Skills include the ability to teach a broad range or higher level of classes, or expertise in business development, industry liaison, or, financial, project or relationship management.
  - (iv) Experience includes teaching experience – type, currency, length and breadth, length and range of delivery methods, industry experience – length and breadth.
- 9.2.2 The following minimum provisions relating to the appointment of teachers with an approved teaching qualification are to be read in conjunction with sub clause 11.2.1:
- (i) A teacher with an approved teaching qualification in addition to vocational qualifications not less than diploma level and up to and including degree level, and 5 years post trade training industrial/teaching experience shall be appointed at no less than Step 2 of the scale as set out in [Appendix 1](#).
  - (ii) A teacher with an approved teaching qualification, a vocational qualification at bachelor degree level plus additional higher qualifications and 5 years post trade training industrial and/or teaching experience shall commence at Step 3 of the scale as set out in [Appendix 1](#).
  - (iii) Recognition of previous teaching experience – Recognition of teaching experience up to Step 7 on the scale as set out in [Appendix 1](#) is dependent upon the applicant holding an approved teaching qualification and having post qualification teaching experience in an approved educational institution.

## 139.3 Emergent Staffing

- 9.3.1 In emergent circumstances, an agreement between the Vice-Chancellor & President or nominee and the unions party to this agreement will permit teachers to be remunerated at any level of the teacher's salary scale as set out in [Appendix 1](#); and
- 9.3.2 Such teachers may not progress to LVT status without an approved teaching qualification.

## 10. AWARD MAINTENANCE

- 10.1 It is a term of this Copied State Employment Agreement that no person covered by this Copied State Employment Agreement will receive a rate of pay, which is less than the corresponding rate of pay in the relevant Copied State Award.

## 11. CASUAL EMPLOYMENT

- 11.1 A casual employee means an employee, other than a part-time employee, who is engaged as such on an hourly basis to work for less than the ordinary working hours of a full-time employee.
- 11.2 Casual employees should not:
- be engaged on a regular and systematic basis;
  - be engaged for several periods of employment for more than one year; and
  - have a reasonable expectation of further employment with the employer.

- 11.3 A casual employee is not entitled to annual leave, sick leave or paid public holidays. However, casuals are compensated for the loss of these entitlements by way of an extra loading added to their ordinary rate of pay.

## 12. HOURS OF WORK

### 12.1 Definitions

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

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

*Overtime* – is work performed:

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

### 12.2 Ordinary Hours

- 12.2.1 For the sake of clarity, the system of annualising work hours (annualisation) ceased on 31 December 2003 and no longer applies to employees covered by this agreement.

- 12.2.2 The ordinary hours of work shall not exceed 36.25 per week. The ordinary hours per week may be broken down into the following components:

- Timetabled contact time: maximum of 25 teaching or 28 tutoring agreed timetabled hours per week; and
- Timetabled non-contact time: the difference between 32 hours and the agreed timetabled contact time hours per week; and hours per week is at the discretion of the teacher. Such discretion will be reasonably exercised.

- 12.2.3 Educational timetabling requires attendance at the University and/or maintenance of a University related workload of 32 hours per week. Hours in excess of 32 hours per week may be negotiated as overtime.

- 12.2.4 Where a teacher agrees to work up to 25 hours per week contact time as part of their regular teaching program, such contact time will not be considered excessive nor will it incur overtime penalties. In circumstances where teachers volunteer to exceed 25 contact hours in a week, overtime automatically applies for that contact time in excess of 25 hours, irrespective of the total weekly workload.

- 12.2.5 Contact time between 21 and 25 hours for teachers will be permitted irrespective of agreement to fulfil ad hoc or emergent teaching needs, for a maximum of 4 consecutive weeks per semester. Such contact time hours worked in excess of 21 hours where there is no agreement will incur overtime penalties.

This arrangement is intended to fulfil ad hoc or emergent teaching needs. For example, programming a teacher for 3 weeks, one week off, another 3 weeks, one off, and so on; is not the intent. Situations may occur where throughout a full semester a teacher is required to increase hours for a total of more than 4 weeks, but this should be rare and for emergent circumstances.

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

- 12.2.7 TOIL may be programmed by teams or by individuals according to teaching/tutoring requirements. Teachers/tutors are encouraged to avail themselves of accumulated TOIL when teaching commitments are low. Tutors who accrue TOIL while relieving in teaching positions and who are subsequently paid out will have such accruals paid at the rate of 1.14 for each hour accrued while teaching.

- 12.2.8 By mutual agreement, teaching staff may work alternative teaching hours to replace those which were scheduled during sick leave, thereby reducing their sick leave account debit. In order to satisfy the University's duty of care, such arrangements should be approved by management and records maintained.

- 12.2.9 Travel associated with delivery

- Travel associated with delivery of programs is an essential element of the work of teachers and

tutors.

- Approval by management of a team program will include approval for travel associated with delivering that program.
- Travel time for teachers and tutors will be recognised as ordinary working hours, i.e. part of the 32 hours per week.
- When 32 hours per week is exceeded as a result of travel associated with delivery or travel is undertaken outside the ordinary hours (8am to 6pm), individual employees may choose to be compensated in either of the following ways:
  - a) Time off in lieu (TOIL calculated as time for time); or
  - b) A flat rate payment of \$25.00 per hour.

Recognition for time spent travelling will be calculated according to the difference between the time usually taken to travel from the employee's residence and their usual workplace and the time taken to travel from the employee's residence and the alternative workplace. The excess time will be calculated to the nearest quarter of an hour. Compensation will only be granted for periods of not less than ½ hour.

### 12.3 SPREAD OF HOURS

12.3.1 The ordinary hours of work shall be worked between 8.00 am and 9.00 pm Monday to Friday, and between 8.00 am and 6.00 pm on Saturday. Any work on Saturday will only be by mutual agreement.

12.3.2 Teaching or tutoring programmed before 8.00 am or after 6.00 pm Monday to Friday, or on Saturday, shall attract either:

- a) \$29.35 per hour for teachers and \$16.21 per hour for tutors in addition to the ordinary hourly rate of pay; **or**
- b) actual time worked which is to be counted at the rate of one and a half times for the purpose of recognising the teaching/tutoring contact hours (computed time), except for Saturday work where the employee may nominate the preferred method of compensation. Neither party will unreasonably obstruct agreement.

12.3.3 The method of compensation will be determined at the beginning of the course/semester by mutual agreement, except for Saturday work where the employee may nominate the preferred method of compensation. Neither party will unreasonably obstruct agreement.

12.3.4 Where TAFE-related duties, other than teaching and tutoring contact hours, are performed outside of the hours 8.00 am to 6.00 pm Monday to Saturday, arrangements will be by mutual agreement.

### 13.4 Overtime

#### 13.4.1 Definitions

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

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

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

#### 13.4.2 General Provisions

13.4.3 All forms of overtime that result in either the payment of overtime rates of pay or the accumulation of TOIL must be approved in advance by the Vice-Chancellor & President or nominee.

13.4.4 No claim for overtime is to be approved where an employee elects to work solely for his or her own benefit or convenience. Overtime rates of pay represent the contact hours only as the hourly rate is inclusive of all preparation time.

13.4.5 TOIL is a form of compensation for overtime and is recognised as time for time recompense for overtime work performed. Accordingly, when team members are negotiating for the prior approval of TOIL, such time should represent the actual time taken to perform the task(s) concerned, including preparation.

13.4.6 Employees who receive overtime penalties in regard to their contact-time hours in a particular week cannot also receive overtime for work performed in excess of their 32 programmed hours of work, i.e. there is to be no double counting.

13.4.7 Work in excess of 21-25 hours - Teacher:

- (a) For work performed in excess of 21-25 agreed programmed contact time hours or 21 contact time hours where no agreement exists, an employee may elect to be compensated by one of the following:
  - Be paid the additional hours at the overtime rate of pay; or
  - Accumulate TOIL on the basis of time for time.
- (b) Subject to those teachers whose program emphasis is on non-contact duties rather than contact duties, full-time teachers who in a particular week have not been programmed for 21 contact hours (or an approved workload equivalent) are not eligible for overtime until they work in excess of 21 (or their approved equivalent).
- (c) In circumstances where teachers volunteer to exceed 25 contact hours in a week, overtime automatically applies for the contact time hours in excess of 25, irrespective of the total weekly workload.

13.4.8 Work in excess of 24-28 hours - Tutor:

- (a) For work performed in excess of up to 24-28 agreed programmed contact time hours or 24 contact time hours where no agreement exists, an employee may elect to be compensated by one of the following:
  - Be paid the additional hours at the overtime rate of pay; or
  - Accumulate TOIL on the basis of time for time tutors who in a particular week have not been programmed for 24 contact hours (or an approved workload equivalent) are not eligible for overtime until they work in excess of 24 (or their approved equivalent).
- (b) In circumstances where tutors volunteer to exceed 28 contact hours in a week, overtime automatically applies for the contact time hours in excess of 28, irrespective of the total weekly workload.

13.4.9 Work in excess of 32 hours - Teachers and Tutors:

- (a) For work performed in excess of the 32 programmed hours of work an employee may elect to be compensated by one of the following:
  - Be paid the additional hours at the overtime rate of pay; or
  - Accumulate TOIL on the basis of time for time.

13.4.10 Work performed on a weekend or public holiday:

- (a) For work performed on a Saturday an employee shall be paid at one and a half times the overtime rate of pay (as defined in clause 15.4.1);
- (b) For work performed on a Sunday an employee shall be paid at double the overtime rate of pay (as defined in clause 15.4.1); and
- (c) For work performed on a public holiday an employee shall be paid at the rate of double time and one-half the overtime rate of pay (as defined in clause 15.4.1) with a minimum of four hours in accordance with the public holiday provisions contained within the relevant parent award.

**13.5 Time Off In Lieu (TOIL)**

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

- Any unused balance of TOIL is to be paid out effective at the commencement date of each semester (six

monthly).

- Where TOIL balances reach 40 hours, then all balances are to be paid out.

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

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

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

### **13.6 Educational Administrators**

13.6.1 The ordinary hours of work for Educational Administrators are in accordance with University procedures. Should the University propose changes to the relevant policy or procedures, it will consult with the JCC in relation to these changes.

## **14. PROGRAMMING**

### **14.1 Definitions**

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

“Programming” is composed of two stages:

- Development of a semester or yearly program/planner;
- Development of a timetable/s.

“Program/Planner” means a documented outline of the proposed delivery by a teaching team over a semester or year

Its purpose is to outline the required delivery hours, available staff to achieve reasonable and efficient use of resources and it must be educationally and fiscally sound. It will depict all planned delivery via fund sources, and will also detail planned staff professional development, Release to Industry obligations, Non-Attendance Time, Recreation Leave, Long Service Leave, Public Holidays and any negotiated known project work. The Program/Planner is to be developed by the teaching team in consultation with their Manager and signed off by management prior to commencement of delivery.

“Timetable” means a document that allocates specific teachers/tutors to educational delivery contact and non- contact time over a set period

“Teams” includes delivery teams, groups of teachers/tutors or in some cases individual teachers/tutors

“Reasonable Hours” means a combination of delivery contact time and non-contact time that is incurred by a teacher or tutor up to a maximum of a 32 hour weekly workload.

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

### **14.2 Principles**

14.2.1 The parties recognise the need to emphasise the professionalism of teachers and tutors across the University. To this end, these principles are designed to prescribe the programming and timetabling of teachers/tutors at the team level.

14.2.2 These programming principles do not alter the existing “Hours of Work” provisions as provided for in the TAFE Award.

14.2.3 Delivery teams will have programs and timetables.

Delivery teams and managers will negotiate a program and timetable, prior to the commencement of delivery. The agreed program and timetable will be approved by management.

Team timetables are to be developed with sufficient lead time for management approval and any other process



(eg, marketing, enrolment, dispute resolution, etc).

- 14.2.4 Educational delivery teams will develop their programs/planners and timetables, in advance of courses or activities taking into account:
- Maximisation of existing resources (rooms, equipment, revenue, staffing, etc);
  - Satisfaction of client (external and internal) service requirements;
  - Team budgets including staffing levels and student projections;
  - Student contact hour allocations and targets;
  - Training package rules;
  - Award requirements; and
  - Team functional responsibilities
- 14.2.5 Timetabling should be based on flexibility, reflect the most efficient and effective combination of contact and non- contact time and demonstrate equitable distribution of workload across the team.
- 14.2.6 Timetables will include reasonable educational contact hours per week, with due consideration to duties other than teaching for which a teacher or tutor is responsible. Contact and non-contact time will be recorded on the timetable whether on or off campus.
- 14.2.7 There is capacity to review and renegotiate the timetable to address emergent needs or new business requirements.
- 14.2.8 Where a teacher/tutor is timetabled over a particular period for low contact hours due to lack of demand, additional contact hours or negotiated duties, up to a reasonable level, may be allocated in accordance with clause 14.2.6 without incurring overtime penalties up to a total weekly workload of 32 hours.
- 14.2.9 Where, for any reason, the finalisation of the timetable is delayed, the team and management will confer urgently to prepare a temporary timetable to operate until such time as a final timetable for the appropriate period is approved. In the event that teams do not receive timetable approval by the due starting time for a course, and providing no management instruction to the contrary has been received, classes will commence as timetabled pending discussions on approval. Such temporary timetables will continue to operate until accurate data is provided. Timetables will then be amended as far as practicable in the light of new information.
- 14.2.10 The allocation of delivery/contact time and functional non-contact responsibilities as outlined at [Appendix 4](#) will be determined by negotiation between team members and their manager. Where the parties are unable to reach agreement, the matter shall be dealt with in accordance with the dispute resolution process outlined in clause 28.
- 14.2.11 Teachers involved in flexible learning, work-based delivery, Recognition of Prior Learning or other non-traditional delivery who undertake hours that are not compatible with traditional modes of classroom delivery will be timetabled so as not to exceed 32 hours weekly working load. Any addition to 32 hours will incur overtime. See [Appendix 3](#) Flexible Delivery Guidelines and Delivery Planning Checklist for further information and considerations when timetabling teachers using flexible delivery methods.

### **14.3 Review of Programming Principles**

- 14.3.1 The development of delivery arrangements/programs shall be the subject of a set of principles agreed between the parties and amended by agreement from time to time. The programming principles at section 16 shall apply unless or until varied by agreement between the parties.

### **14.4 Programming Dispute Resolution Process**

- 14.4.1 Whether arising specifically from the operation of section 14 or in relation to programming issues generally, the disputes resolution process as outlined in clause 28 should be followed:
- 14.4.2 All timelines outlined above may be altered by mutual agreement between the parties.

## **15. LEADING VOCATIONAL TEACHERS**

### **15.1 Removal of Principal Teacher 1 and Principal Teacher 2**

- 15.1.1 In the *TAFE Queensland Educational Staff Sub-agency Certified Agreement 2003*, the parties agreed to the phased removal of the Principal Teacher 1 classification provided that employees engaged at the Principal

Teacher 1 level continue to be paid in accordance with this level until such time as they leave their teaching engagements with the department. This initiative is to be retained in this agreement. The Principal Teacher 1 Classification has been renamed 'Leading Vocational Teacher (Grandfathered Principal Teacher)' in the salary schedule set out at [Appendix 1](#).

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

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

## **15.2 Eligibility for LVT**

15.2.1 Teachers on Step 7 of the teacher salary scale are eligible to progress to Leading Vocational Teacher Step 1 providing:

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

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

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

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

## **15.3 Duties**

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

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

15.3.3 The following is a suggested list of additional duties that the parties may consider in the formulation of an agreed LVT undertaking. However, this list is indicative only and does not provide an exhaustive list -

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

15.3.4 Should a Leading Vocational Teacher fail to meet their undertaking they shall be made subject to a review of their duties and classification in line with University Performance Review Planning and Development policy and procedures performance management processes. Such a review may consider a reallocation of duties or a removal of the Leading Vocational Teacher classification whereby the employee may return to Step 7.

## **15.4 Guidelines**

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

## **. 16. CROSS CULTURAL TRAINING**

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

## **17. CLASS SIZES**

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

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

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

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

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

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

17.6 This clause is to be read in conjunction with [Appendix 2](#) 'Class Size Prescriptions'.

## **18. EDUCATIONAL ADMINISTRATORS**

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

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

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

## **19. NON-ATTENDANCE TIME (NAT)**

19.1 Schedule 1 of the relevant parent award provides the opportunity for Vice-Chancellor & President or nominee to require NAT to be taken with four weeks' notice. Where it is considered necessary for the efficiency of programming, the Vice-Chancellor & President or nominee will activate this provision.

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

19.3 The programming of NAT should provide staff with the necessary opportunity to achieve all preparatory

responsibilities.

- 19.4 As professionals, teachers will ensure that they are able to deliver teaching programs on the commencement of student attendance at University. It is further recognised that teachers will be unable to comply with this requirement where the University fails to provide them with teaching programs in advance of taking NAT. Any departure from these arrangements will be mutually agreed between the teacher, teaching team and Vice-Chancellor & President or nominee.

## **20. ANNUAL LEAVE PAYMENTS AND LOADING**

- 20.1 Wages payable for periods of annual leave will not be paid in advance except in circumstances considered exceptional including, but not limited to, travel to international or remote locations causing hardship; and
- 20.2 In the case of employees who are entitled to the 17.5% annual leave loading, four weeks' annual leave loading will be paid during December of each year.

## **21. PROFESSIONAL DEVELOPMENT**

- 21.1 The University is committed to maintaining professional development at 2.5 percent (2.5%) of salaries of each organizational unit. Access to ten days of Professional Development/Release to Industry is available to TAFE educational staff.

## **22. EMPLOYMENT SECURITY**

- 22.1 The University is committed to maximum employment security for tenured employees by developing and maintaining a responsive, impartial and efficient service as the preferred provider of existing services to the community.

## **23. PERMANENT EMPLOYMENT**

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

## **24. CONSULTATION**

The University is committed to open discussion and direct consultation with employees and the Unions about workplace issues that have significant consequences to them, including change management, human resource policies and their implementation. Such issues will be discussed in a spirit of cooperation and trust to ensure that employees and the Unions have an opportunity to raise workplace issues, to receive sufficient information on issues that affect them, to have an opportunity to contribute their views on those issues and to have meaningful involvement in decision making.

The University uses a variety of mechanisms to communicate and consult with employees and the Unions on workplaces issues as detailed above, such as those listed below. The most appropriate mechanism(s) will be influenced by the nature and scale of the proposed changes.

Key mechanisms for communication and consultation include, but are not limited to:

- School/Division/Directorate and/or organisational work group meetings
- the Intranet/website for direct employee feedback, with five working days for consultation
- a Staff Consultative Forum which is open to all employees
- a Joint Consultative Committee (JCC).

An employee or the Union(s) may raise workplace issues directly with management at any time.

**'Consultation'** means conferring in a timely manner between the relevant employees(s), and where they choose their representatives, in such a way that the participants, who are provided with access to their relevant information, have the opportunity to contribute to and to influence the decision. Consultation with employees does not mean reaching agreement.

**'Significant consequences'** include but are not limited to:

- substantial changes in the composition, operation or size of the University workforce or in the skills required
- the structuring of organizational units
- variations to the delivery of University services which impact on its staffing structure, or any changes likely to lead to job losses.

## 25. SALARY PACKAGING

25.1 Salary packaging is available for employees covered by this agreement.

25.2 The University will apply the following principles for employees that avail themselves of salary packaging:

- (a) as part of the salary package arrangements, the costs for administering the package, including fringe benefits tax, are met by the participating employee;
- (b) there will be no additional increase in superannuation costs or to fringe benefits payments made by the employer;
- (c) increases or variations in taxation are to be passed to employees as part of their salary package;
- (d) It is **strongly recommended** to all employees to seek independent financial advice when entering into a salary packaging arrangement for the first time, or adding new item/items to an already agreed packaging arrangement;
- (e) the Employer will pass on to the employee any Input Tax Credits (ITCs) it receives as part of salary packaging;
- (f) there will be no significant additional administrative workload or other ongoing costs to the employer;
- (g) any additional administrative and fringe benefit tax costs are to be met by the employee;
- (h) any increases or variations to taxation, excluding payroll tax that result in additional costs are to be passed on to the employee as part of the salary package.

25.3 The employee's salary for superannuation purposes and severance and termination payments will be the gross salary, which the employee would receive if not taking part in flexible remuneration packaging.

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

## 26. CONSULTATIVE COMMITTEE

### 26.1 Role of the Joint Consultative Committee (JCC)

There will be a single Joint Consultative Committee (JCC).

. The JCC will comprise representatives of management, three nominees of the NTEU to represent the academic staff, two nominees each of the five unions with professional staff members (CEPU, CPSU, NTEU, AMACSU and United Voice UV) and two nominees of each of the two unions with educational staff members (AMACSU, AEU) covered by this agreement.

The JCC is the primary Union/University consultative body in relation to workplace reform and other significant employee relations issues.

The JCC:

- will act as a consultative body in relation to workplace issues that have significant effects or human resource policy issues; and
- will meet bi-monthly or at other intervals as necessary.

An employee who is a member of the JCC will be allowed reasonable time off during working hours for the conduct of any representative functions. The employee must discuss the need to leave their work area with their supervisor before doing so.

For the purposes of assisting the JCC in carrying out its function under this Copied State Instrument, the University will provide the employees on the JCC with reasonable use of University-provided email and web facilities in accordance with University policies and protocols on use of these media. To inform members of the JCC in respect to the views of staff, the University will ensure that employees have reasonable use of meeting rooms, telephones and ISL facilities for meetings.

The University will provide a report to the JCC every six months, which provides a breakdown of the total number of staff by category (eg. continuing, fixed-term, casual) and mode of employment (eg. full-time, part-time).

## **26.2 Matters pertaining solely to this copied state instrument**

For matters pertaining solely to this copied state instrument, the JCC will be constituted by representatives of management and two nominees of each of the two unions with educational staff members (AEU, AMASCU) covered by this agreement.

## **27. FLEXIBILITY**

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

## **28. RESOLVING DISPUTES ARISING FROM THIS AGREEMENT**

- 28.1 It is agreed that the University, its employees and the Unions have an interest in resolving disputes arising under this Agreement in a timely manner. This dispute resolution process applies to any matters arising under this Agreement, or in relation to the National Employment Standards. Any resolution achieved in accordance with this clause will be in the form of a written agreement.
- 28.2 Where one or more staff members or a party to this Agreement is of the view that there is a dispute about any matter arising under this Agreement or the application of the National Employment Standards, notice of that dispute shall be provided to the Director, People and Culture or nominee. Such notice may be, but need not be, in writing.
- 28.2.1 On receipt of such advice or notice, the Director, People and Culture or nominee shall convene a meeting of the person(s) or party raising the dispute and such person(s) as the Director or nominee deems to be involved in the matters arising. In any case such meeting shall take place within five working days of the advice of the notice of the dispute (or other time as agreed by the parties). Parties to the dispute may attend either in person or (at their discretion) by teleconference.
- 28.2.2 Where the discussions at that dispute meeting appear to require further Investigation or consultation, the considerations/consultations may continue beyond the day of the initial meeting. Such discussions or consultations, however, shall not extend beyond five working days from the date of that initial meeting (or other time as agreed by the parties). A staff member(s) may be either represented or assisted by a representative of their choice during all parts of this dispute process, in accordance with this Agreement. Where the staff member(s) chooses to be represented, the University may also choose to be represented in accordance with this Agreement.
- 28.2.3 The Director, People and Culture or nominee shall be free to recommend conciliation to the parties toward resolving some or all of the issues arising. Where the parties agree, such conciliation shall be conducted on an agreed schedule. Such a process shall be without prejudice to the operation the processes of this clause.
- 28.3 If within five working days (or other time as agreed by the parties), the dispute is not resolved as per subclause 28.2, including where there is disagreement as to whether the dispute is capable of being resolved under this procedure, it shall be referred to the appropriate level of management who will arrange a conference of the parties to the dispute, and where they so choose their representative(s) and any other relevant employees, to attempt to resolve the matter. This process shall not extend beyond five working days (or other time as agreed by the parties).
- 28.4 Should the dispute not be resolved by the processes referred to above, either party to the dispute may refer the dispute to the Fair Work Commission (FWC), or if the parties concur, to an independent mediator agreed by the parties. At this point the relevant Union(s) will be notified and have a right to appear as a party to the dispute. During this process the parties may be represented, where requested, by a person or organisation of their choice. In dealing with the dispute, the Fair Work Commission (FWC) or the agreed person may exercise all necessary and proper procedural powers which are necessary to make such dealings effective. Unresolved disputes should be referred to the Fair Work Commission (FWC) within 20 working days (or other time as agreed by the parties) from the completion of the process outlined in subclause 28.3 above.
- 28.5 The Fair Work Commission (FWC) or the agreed person is empowered to resolve the dispute by conciliation and, if the dispute remains unresolved, by arbitration.
- 28.6 The decision of the Fair Work Commission (FWC) or the agreed person will bind the parties, subject to either party exercising a right of appeal against the decision of the Fair Work Commission FWA to a Full Bench.
- 28.7 While the parties to the dispute attempt to resolve the matter in accordance with this clause, work must continue as normal, other than with respect to bona fide health and safety issues, while the

matter in dispute is being dealt with in accordance with this clause. This will not require that changed work practices cease.

28.8 Settlements reached through the processes above shall be without prejudice to other similar matters.

## **29. REASONABLE WORKING HOURS**

29.1 The University is committed to working with its employees and employee representatives to address workload management issues.

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

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

## **30. FAIR CAREER PATHS**

30.1 The University is committed to providing reasonable career opportunities to employees. The parties are committed to provide consistent and transparent classifications across the University.

## **31. WORKPLACE BULLYING**

31.1 The parties recognise that workplace bullying is a serious issue which is not acceptable and must be eliminated as outlined in University policy and procedures.

## **32. BALANCING WORK/LIFE AND FAMILY**

32.1 The University acknowledges that a number of issues relating to work/life balance have been agreed including:

- (a) increasing paid maternity and adoption leave to 14 weeks; the procedures for the administration of Parental leave are detailed in University policy and procedures. Should the University propose changes to the relevant policy or procedures, it will consult with the JCC in relation to these changes;
- (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 the University;
- (c) introducing access to half pay recreation leave; and
- (d) enhancing long service leave arrangements to provide:
  - (i) pro rata leave after 7 years' service;
  - (ii) the ability to access long service leave at half pay;
  - (iii) a reduction in the minimum period of long service leave from one week to one day; and
  - (iv) the payment of long service leave at an employees' rate of pay prior to reversion to a lower classification.

## **33. CULTURAL LEAVE**

33.1 The parties agree that access to unpaid Cultural Leave should continue to be available to all TAFE educational employees covered by this Agreement.

33.2 For the purposes of this Agreement, the parties agree that all employees covered by this Agreement shall be eligible to have an application for unpaid Cultural Leave considered by the Vice-Chancellor & President or nominee

33.3 Appropriate purposes for which such leave may be obtained include:

- (a) An employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent



from work for Aboriginal ceremonial purposes or Torres Strait Islander ceremonial purposes.

- (b) These days may include but will not be limited to tombstone openings, smoking of houses, initiation ceremonies, National Aborigines and Torres Strait Islanders Observance Day, Coming of the Light or to attend other such ceremonies deemed by the elders to be significant.
- (c) An employee who is legitimately required by their cultural background (and who is not an Aboriginal or Torres Strait Islander person), to be absent from work for cultural purposes.
- (d) These days may include but will not be limited to ceremonial mourning days, New Year celebrations, significant national or memorial days, ceremonial activities that occur on one and/or number of consecutive days.
- (e) Notwithstanding these provisions the employer may allow any employee to attend significant traditional or ceremonial functions that culturally the employee is required to attend.

33.4 Each application for unpaid Cultural Leave shall be considered on a case by case basis and be subject to operational convenience. Nothing contained within this clause shall be able to be construed as a guarantee that an application for unpaid Cultural Leave will be approved.

33.5 For the purposes of this Agreement, an eligible employee may access up to 10 days Cultural Leave per annum. All Cultural Leave shall be without pay.

33.6 An application for unpaid Cultural Leave shall not be unreasonably rejected by the Vice-Chancellor & President or nominee.

#### **34. ACCESS TO LONG SERVICE LEAVE AS CULTURAL LEAVE**

34.1 Notwithstanding the entitlements in clause 33 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 33 of this Agreement;
- (c) the period of leave sought is not less than one day;
- (d) said employee has Long Service Leave available;
- (e) such application will be subject to the University's procedures on Long Service Leave; and
- (f) Approval of applications for Long Service Leave made on this basis shall not be unreasonably withheld.

#### **35. ILO CONVENTIONS**

35.1 The University as an employer recognises its obligations to give effect to international labour standards including freedom of association, workers' representatives, collective bargaining and equality of opportunity for all employees.

#### **36 FACILITATING UNION INVOLVEMENT**

36.1 The University acknowledges the significant role played by employees in workplace relations and agrees to recognize reasonable involvement of employees in workplace relations matters as part of normal duties and to facilitate the resource this involvement at a reasonable level. A staff member who has been appointed as a Union Representative will be allowed reasonable time off during working hours for the conduct of Union business.

36.2 The University agrees to allow union officials to attend and hold discussion

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

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

**37. WORKPLACE RELATIONS TRAINING LEAVE**

- 37.1 Employees (other than casual employees) may be granted workplace relations leave in accordance with the following provisions:
- (a) An employee may be granted up to five working days leave on ordinary pay each calendar year, non-cumulative, provided that the University is not involved in any other costs except for the payment of extra remuneration where relieving arrangements are instituted to cover the absence of the employee.
  - (b) The granting of such leave is subject to the convenience of the work area and will not unduly affect the operation of the work area.
  - (c) The scope, content and level of the course must be such as to contribute to a better understanding of workplace relations or to allow elected or accredited union representatives to conduct official union business which requires the attendance of the staff member personally. Official union business includes meetings of State or National union bodies of which the staff member is a member, and includes attendance at meetings of those bodies.

**39. NO LOSS OF SHOW DAY**

- 39.1 Where an employee is required to perform work duties (including training) at an alternative location to their usual place of work on a day where the show day holiday applies, such employee will be given a day off in lieu, to be taken by mutual agreement with the employee's supervisor.
- 39.2 Provided that an employee subject to this Agreement, and whether engaged in different agencies or locations over a calendar year or not, is only entitled to leave on full pay for a show holiday once each calendar year.

**40. PAID PARENTAL LEAVE**

- 40.1 The parties agree that the employer-paid entitlements as prescribed in University policy and procedures will be maintained for the life of this Agreement notwithstanding the implementation of an Australian Government paid parental leave scheme.
- 40.2 The procedures for the administration of Parental leave are detailed in University policy and procedures. Should the University propose changes to the relevant policy or procedures, it will consult with the JCC in relation to these changes.

**41. CLIENT AGGRESSION**

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

## APPENDIX 1: SALARY SCHEDULE

2012 Copied Enterprise Bargaining Agreement Classification	Copied TAFE Teachers' Award - State 2012 Equivalent Classification		Salary 1/08/11 per Fortnight	Salary 1/08/12 per Fortnight	Annualised Salary as at 01/08/11	Annualised Salary as at 01/08/12
<b>Tutors</b>						
Step 1	Step 1		\$1,712.30	<b>\$1,746.50</b>	\$44,672.71	<b>\$45,564.96</b>
Step 2	Step 2		\$1,760.00	<b>\$1,795.20</b>	\$45,917.17	<b>\$46,835.51</b>
Step 3	Step 3		\$1,826.70	<b>\$1,863.20</b>	\$47,657.32	<b>\$48,609.58</b>
Step 4	Step 4		\$1,900.60	<b>\$1,938.60</b>	\$49,585.32	<b>\$50,576.72</b>
Step 5	Step 5		\$1,989.00	<b>\$2,028.80</b>	\$51,891.62	<b>\$52,929.97</b>
<b>Teachers</b>						
Step 1	Step 1		\$2,313.50	<b>\$2,359.80</b>	\$60,357.60	<b>\$61,565.53</b>
Step 2	Step 2		\$2,421.00	<b>\$2,469.40</b>	\$63,162.20	<b>\$64,424.92</b>
Step 3	Step 3		\$2,528.60	<b>\$2,579.20</b>	\$65,969.40	<b>\$67,289.52</b>
Step 4*	Step 4		\$2,638.00	<b>\$2,690.80</b>	\$68,823.57	<b>\$70,201.09</b>
Step 5	Step 5		\$2,749.60	<b>\$2,804.60</b>	\$71,735.14	<b>\$73,170.05</b>
Step 6	Step 6		\$2,860.40	<b>\$2,917.60</b>	\$74,625.83	<b>\$76,118.14</b>
Step 7	Step 7		\$2,972.30	<b>\$3,031.70</b>	\$77,545.23	<b>\$79,094.93</b>
<b>Leading Vocational Teacher</b>						
	Principal Teacher 2					
Step 1	Step 1		\$3,046.40	<b>\$3,107.30</b>	\$79,478.44	<b>\$81,067.28</b>
Step 2	Step 2		\$3,121.10	<b>\$3,183.50</b>	\$81,427.31	<b>\$83,055.29</b>
Step 3	Step 3		\$3,195.20	<b>\$3,259.10</b>	\$83,360.53	<b>\$85,027.64</b>
<b>Leading Vocational Teacher (Grandfathered Principal Teacher)</b>						
	Principal Teacher 3					
Step 1	Step 1		\$3,269.60	<b>\$3,335.00</b>	\$85,301.58	<b>\$87,007.82</b>
Step 2	Step 2		\$3,344.20	<b>\$3,411.10</b>	\$87,247.84	<b>\$88,993.21</b>
Step 3	Step 3		\$3,418.20	<b>\$3,486.60</b>	\$89,178.45	<b>\$90,962.95</b>
<b>Educational Administrator Level 1</b>						
Step 1	EAL 1		\$3,492.40	<b>\$3,562.20</b>	\$91,114.27	<b>\$92,935.30</b>
Step 2	EAL 2		\$3,588.80	<b>\$3,660.60</b>	\$93,629.28	<b>\$95,502.49</b>
Step 3	EAL 3		\$3,685.70	<b>\$3,759.40</b>	\$96,157.33	<b>\$98,080.11</b>
Step 4	EAL 4		\$3,789.60	<b>\$3,865.40</b>	\$98,868.01	<b>\$100,845.58</b>

2012 Copied Enterprise Bargaining Agreement Classification	Copied TAFE Teachers' Award - State 2012 Equivalent Classification		Salary 1/08/11 per Fortnight	Salary 1/08/12 per Fortnight	Annualised Salary as at 01/08/11	Annualised Salary as at 01/08/12
<b>Educational Administrator Level 2</b>	N/A		\$3,894.70	<b>\$3,972.60</b>	\$101,610.00	<b>\$103,642.35</b>
<b>Educational Administrator Level 3</b>	N/A		\$4,119.20	<b>\$4,201.60</b>	\$107,467.04	<b>\$109,616.80</b>
* Qualifications Salary Barrier						

## APPENDIX 2: CLASS SIZE PRESCRIPTIONS

### A2.1 Introduction

A2.1.1 The parties consider it reasonable to adopt the concept of flexibility concerning class sizes, but the parties reserve the right to consult on class sizes, having regard to the guidelines set out herein.

A2.1.2 The parties agree that flexibility of class sizes will enable a college to balance a situation within a teacher's scheduled teaching commitment. For example, circumstances might make it appropriate for acceptance of classes which are slightly over the recommended level, whilst the same teacher may take other classes which are under the recommended level thus to some extent balancing the number of students involved. This is not to be interpreted as a general policy for the averaging of class sizes.

### A2.2 Guidelines

A2.2.1 Class sizes set out hereunder may be varied after due consideration has been given to the following guidelines:

- (i) Consultation with management, members of staff and unions
- (ii) After due consideration to safety hazards or risks to students
- (iii) Limitations in accommodation and/or equipment
- (iv) Students with disabilities and/or learning difficulties
- (v) Compliance with the Work Health and Safety Act 2011
- (vi) The conduct of special programs including modular training, access programs, community education programs and compensatory programs.

### A2.3 Class Sizes

A2.3.1 The size for theory classes is 28 students to 1 teacher.

A2.3.2 The maximum class sizes for workshop/laboratory classes, with the exception of C.B.T., shall be 14 students to 1 teacher. (C.B.T., C.M.L. and Self-Paced Learning or combinations thereof to be further negotiated by the parties)

A2.3.3 Class sizes in respect to Butchering and Wood machining and related activities will be at the ratio of 1 to 7 or 8 to 2 depending upon the criteria listed. However, such teaching situation may be varied according to the guidelines and where particular circumstances dictate e.g. apprenticeship classes and safety considerations. The term "practical work" is interpreted as being work performed by students in a workshop environment and class sizes would remain at 14 to 1 after due consideration to guidelines, the safety provisions and the Work Health and Safety Act 2011.

A2.3.4 The term "live work" is practical work where students are performing different tasks on full scale class exercises conducted on University premises, including workshops as well as at locations external to the University.

A2.3.5 The accepted class size for live work is based on the ratio 7 students to 1 teacher.

### A2.4 General Provision

A2.4.1 Where safety is a major concern, the following provisions are provided for consideration.

A2.4.2 It is recognised within the Duties of Care prescriptions included in the Work Health and Safety Act 2011 that a teacher cannot physically supervise every student in each class at all times. The term "practicable" is interpreted in this instance to mean supervision by the teacher within the confines of the following specifications

1. To ensure students are correctly instructed in the use of equipment and that students are aware of the safety requirements of the task. (It must be remembered that the student once correctly instructed has a duty of care to behave in accordance with those instructions. Teachers should maintain adequate supervisory control to ensure adherence to these instructions)
2. To ensure close supervision of those activities which could be deemed not a normal task or skill of the students or which are particularly hazardous.

3. To ensure personal compliance with safety requirements (protective clothing, etc.)

A2.4.3 It is acknowledged that there are components of other trades and fee for service courses such as Carpentry and Joinery and Cabinet making in which hazardous equipment is utilised. In determining class sizes for such activities, recognition is to be given to those items listed in the guidelines.

A2.5 Life Skills (General Studies) Literacy Classes

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

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

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

A2.6 Literacy Classes

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

A2.7 Associate Diploma and Diploma Lectures Class Sizes

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

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

### APPENDIX 3: FLEXIBLE DELIVERY GUIDELINES AND DELIVERY PLANNING CHECKLIST A3.1

#### These guidelines are provided to support the Delivery Planning Checklist

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

#### A3.2 COURSE DEVELOPMENT

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

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

A3.3.1 The learning outcomes for a particular learning group and the learning potential and prior learning of students will influence decisions about the learning methods which are best suited to the type of program and the desired outcomes. Some learners will cope more adequately with learning methods which require a large amount of independent learning than those with little experience with such learning techniques. Others will require much more teacher interaction and will not respond well to learning which requires self-directed study. Such considerations will bear upon decisions about how courses will be delivered. It is self-evident but worth remembering that program content, particularly with relation to the amount of hands-on skills compared with theoretical skills, will be a factor in determining how to deliver some competencies. It is essential that material advertising the course states clearly the learning methods which will be used and other conditions or requirements which will advise potential students of what will be required of them.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**A3.14 DELIVERY AND ASSESSMENT**

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

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

- Considering the anticipated numbers of students and the number of competencies for which each



individual is responsible, how much time is required per week for teachers, tutors, other personnel over the time that this course will run?

- What vehicles, resources, rooms, video/audio conference time are required and are these available? If not what can be done to secure them?
- What time other than teaching/assessing is required to be set aside each week or at pre-determined times for teachers/tutors?
- A program should be developed to allocate times per week for all activities. Is there agreement within the total team that contributions are within reasonable limits bearing in mind budget demands and reasonable working conditions as set out in the Copied State Instrument?

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

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

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

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

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

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

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

A3.14.5 Where students are involved in forms of delivery where they are in remote locations, communication arrangements must be made. These require time for personnel to maintain this communication effectively to ensure that communication is dealt with promptly with safeguards against staff becoming overwhelmed with phone calls, emails or letters. Communication arrangements must be planned prior to the commencement of the course, must be clear and unambiguous and readily available both to staff and students. Particular attention should be paid to arrangements which will apply to communications in asynchronous situations. For arrangements such as workplace visits, timely appointments must be made and kept. There should be precise guidelines enabling timely cancellation should contingencies arise which prevent the visit taking place. For audit purposes, it is imperative that participation of students is tracked. In face-to-face situations, rolls perform this function but for remote students proof is required for each unit for which a student is enrolled. As in the previous paragraph, time may have to be allocated tentatively and adjustments made if considered necessary. In addition, where online learning is employed, provision should be made for technical support available to both students and University personnel.

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

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

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

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

**A3.15 EVALUATION AND MAINTENANCE****(a) How will program delivery be evaluated and/or moderated?**

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

**(b) Who will be involved in the evaluation of the program?****(c) Does additional time need to be allocated for these tasks?**

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

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

A3.15.3 From time to time, in some delivery formats, students and sometimes teachers will experience technical difficulties.

Arrangements for dealing with such circumstances should be clearly determined and made known to all concerned so that frustration interferes with the learning process as little as possible. Contact details for obtaining technical assistance should be freely available.

**A3.16 ORGANISATIONAL AND OTHER DUTIES****(a) Who is responsible for induction and counselling of students? How will these be provided?**

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

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

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

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

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

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

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

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

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

### **A3.17 DELIVERY PLANNING CHECKLIST**

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

#### **A3.17.2 PROGRAM DEVELOPMENT**

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

#### **A3.17.3 DELIVERY AND ASSESSMENT**

For the form/s of delivery planned:

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

#### **A3.17.4 EVALUATION AND MAINTENANCE**

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

#### **A3.17.5 ORGANISATIONAL AND OTHER DUTIES**

- a. Who is responsible for induction and counselling of students? How will these be provided?
- b. Is any supervision of team members required?
- c. What attendance at organisational meetings and client consultation is required?
- d. Who will maintain assessment records?
- e. Who is responsible for the despatch of materials?

## APPENDIX 4: FUNCTIONAL RESPONSIBILITIES OF A PROGRAM DELIVERY AREA GUIDE

A4.1.1 This document sets out general organisational functions that may be undertaken by educational teams. It is understood that some teams, due to their size, may not have the capacity to perform many of these roles.

### Programmed Non-Contact Time – Examples of Team Responsibilities

#### Planning/Operations

- Facilitate program registration processes as required
- Contribute information to Delivery Package creation on ISAS
- Facilitate the timetabling process within the team
- Contribute information to monitoring of SOS/COS dates and submission of Student Drop forms as necessary
- Facilitate effective management of physical resources
- Facilitate professional development for maintaining currency and competence including formal and informal development and industry release opportunities

#### Student Support

- Monitor student progress and address issues as required e.g. liaise with Student Services as necessary LLN or extra learning support

#### Human Resources

- Induct and support new staff to the team – both initially and ongoing
- Represent the team in recruitment and selection processes

#### Finance

- Facilitate prioritisation of expenditure for the team e.g. semester financial planning

#### Marketing

- Respond to program enquiries and conduct pre-enrolment interviews
- Contribute to the preparation and updating of program information
- Liaise with marketing staff
- Proactively market VET programs as necessary

#### Communication/Team Liaison

- Represent and communicate with staff outside of team

#### Industry Liaison & Marketing

- Liaise with industry and the community to identify current and future VET training needs, including commercial opportunities
- Monitor employment trends and identify skills requirements.
- Liaise and collaborate with other educational institutions.

#### Committee Representation

- Team representative on relevant committees
- Attend meetings - report to team
- Assist staff to complete Risk Assessments, Incident Reports

#### Continuous Improvement

- Contribute to research, development, implementation and review of programs and processes

Identify and trial alternative learning strategies and methods of delivery for instruction of students

Note:

1. “Associated Functions” mean student management other than teaching as defined, preparation, marking and subject counselling.
2. “Incidental Duties” means course, curriculum or special program development and review, industry liaison, professional development, course and career counselling”

**APPENDIX 5: LEADING VOCATIONAL TEACHER GUIDELINES**

- A5.1.1 These guidelines have been written to provide greater clarity to the Agreement for the purposes of introducing a consistent approach.
- A5.1.2 The Agreement provides for the introduction of the new role of Leading Vocational Teacher (LVT). This document will describe the process for advancement to LVT and guidance as to the employment and allocations of duties appropriate to the position. The Vice-Chancellor & President or nominee is responsible for ensuring that this process is progressed expeditiously within the University. The parties agree to the review of this document annually.
- A5.1.3 The position of LVT is designed to provide senior teacher support and leadership to respective teams generally with the allocation of additional duties to be performed associated with the educational delivery of the team or University. The LVT is an initiative to further recognise the professionalism of teachers who perform these duties and to receive appropriate remuneration for such duties. Teachers therefore have the choice to accept or not accept this progression.
- A5.1.4 The additional duties expected of a LVT may include, but are not restricted to:
- Performance of high level duties of a critical nature to the business provided that these duties are not those expected of Associate Directors or those on the Educational Administrator Level; Professional/team leadership:
- International Projects/business;
  - Industry liaison work;
  - Consultation with industry;
  - Leadership in teaching practice;
  - Accountability (delegation of financial or staffing);
  - Facilitation of performance, planning and review;
  - Mentoring (teachers/tutors);
  - Assistance with marketing (development of promotional strategies);
  - Educational programming;
  - Managing relationships with other educational organisations.
- A5.1.5 The list of additional duties is meant to be indicative only and does not provide an exhaustive list. With respect to the allocation of such additional duties, approving authorities must remain mindful of the process utilised to distribute the duties. That is, where more than one LVT is involved, evidence that a fair and equitable process was utilised in the allocation and that where possible, the more onerous duties are shared around.
- A5.1.6 The additional duties of a LVT will not be so frequent or onerous as to detract from the LVT's primary role as a teacher (refer clause 17.3.2 of the Agreement). Therefore, a reduction of contact hours should be approved only in exceptional circumstances.
- A5.1.7 Managers and teams will confer to determine the duties to be performed by LVTs within the team or group of teachers.
- A5.1.8 Teams, groups of teachers or teachers will consult to prepare proposals for the specific duties to be performed by individual LVTs. In each instance, the individual teacher must agree to accept the additional duty or duties and duties should be allocated to those competent to perform them. A LVT who is not able to accept a duty in the team consultation process may negotiate a duty or duties with management. Teams will present their proposals for duties to be performed by individuals to management for approval.
- A5.1.9 In situations where a large team includes mainly teachers holding the position of LVT, and therefore the duties are not sufficient to distribute, consideration may be given to the appropriate allocation of duties within the University.
- A5.1.10 Where a teacher does not accept the position of LVT, or is ineligible, but management still require allocating those duties to the teacher concerned, negotiations should identify any compensation for those duties, such as a corresponding reduction from a reasonable contact load. However, the allocation of additional duties to non-LVT staff is not to occur where a suitable LVT is available to perform the duties concerned.
- A5.1.11 Where a LVT considers the quantum of additional duties to be unreasonable, a dispute may be referred to the

JCC for consideration and recommendation to the Vice-Chancellor & President or nominee.

A5.1.12 The commencement date for the payment of salaries associated with the position of LVT shall be effective from the date the teacher formally accepts the additional duties by way of an annual agreement (date of signing such an agreement). The anniversary of such date will form the date of annual increment provided that the employee continues to fulfil their obligations. Progression to LVT is available to teachers who fulfil the following criteria:

- Have attained the classification of step 7 of salary scale and performed at that level for a minimum of 12 months (leave not credited as service, will not count toward qualifying service);
- Have signed an undertaking to accept such additional duties as negotiated with management (note conditions at 15.1.3 of the Agreement);
- Continuance of such acceptance; and
- To enable progression to occur immediately after the teacher's incremental anniversary date, the negotiations pertaining to the agreed duties may be commenced by the employee at least one month prior to the expiry of one year on 7 of the teacher salary scale.

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

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

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

## APPENDIX 6: AUSTRALIAN QUALIFICATIONS FRAMEWORK

The Australian Qualifications Framework (the AQF) is a unified system of fifteen national qualifications in schools, vocational education and training (TAFEs, Agricultural Colleges and private providers) and the higher education sector (mainly universities):

### AQF Qualifications

- Senior Secondary Certificate of Education
- Certificate I
- Certificate II
- Certificate III
- Certificate IV
- Diploma
- Advanced Diploma
- Associate Degree
- Bachelor Degree
- Graduate Certificate
- Vocational Graduate Certificate
- Graduate Diploma
- Vocational Graduate Diploma
- Masters Degree
- Doctoral Degree

### Referred to in this Agreement as:

- AQF I
- AQF II
- AQF III
- AQF IV
- AQF V
- AQF VI

The Framework links together all these qualifications and is a highly visible, quality-assured national system of educational recognition, which promotes lifelong learning and a seamless and diverse education and training system.

### Why is the AQF important?

Qualifications certify the knowledge and skills a person has achieved through study, training, work and life experience. The AQF helps all learners, employers and education and training providers to participate and navigate the qualifications system. Under the AQF, learners can start at the level that suits them and then build up as their needs and interests develop and change over time. The Framework assists learners to plan their career progression, at whatever stage they are within their lives and when they are moving interstate and overseas. In this way, the AQF supports national standards in education and training and encourages lifelong learning.

What are the key objectives of the AQF?

### The AQF:

- provides nationally consistent recognition of outcomes achieved in post-compulsory education;
- helps with developing flexible pathways which assist people to move more easily between education and training sectors and between those sectors and the labour market by providing the basis for recognition of prior learning, including credit transfer and work and life experience;
- integrates and streamlines the requirements of participating providers, employers and employees, individuals and interested organisations;
- offers flexibility to suit the diversity of purposes of education and training;
- encourages individuals to progress through the levels of education and training by improving access to qualifications, clearly defining avenues for achievement, and generally contributing to lifelong learning;
- encourages the provision of more and higher quality vocational educational and training through qualifications that normally meet workplace requirements and vocational needs, thus contributing to national economic performance; and
- promotes national and international recognition of qualifications offered in Australia.

## Schedule 2.3—Model consultation term

(regulation 2.09)

### Model consultation term

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

#### *Major change*

- (2) For a major change referred to in paragraph (1)(a):
  - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
  - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
  - (a) discuss with the relevant employees:
    - (i) the introduction of the change; and
    - (ii) the effect the change is likely to have on the employees; and
    - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the employees; and
    - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
  - (a) the termination of the employment of employees; or
  - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
  - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - (d) the alteration of hours of work; or
  - (e) the need to retrain employees; or
  - (f) the need to relocate employees to another workplace; or
  - (g) the restructuring of jobs.



*Change to regular roster or ordinary hours of work*

- (10) For a change referred to in paragraph (1)(b):
- (a) the employer must notify the relevant employees of the proposed change; and
  - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and
  - (b) for the purposes of the discussion—provide to the relevant employees:
    - (i) all relevant information about the change, including the nature of the change; and
    - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
    - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
  - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:
- relevant employees*** means the employees who may be affected by a change referred to in subclause (1).



# ORDER

*Fair Work Act 2009*

s.768AX - Application to vary copied State instruments

s.768BD - Application to consolidate orders in relation to transferring employees

s.768BG - Application to consolidate orders in relation to non-transferring employees

## **Central Queensland University**

(AG2014/6103 and AG2014/6108)

COMMISSIONER BOOTH

BRISBANE, 26 JUNE 2014

*Consolidation and application to vary the Copied State Instruments covering TAFE Teaching Employees.*

**A.** Further to my Decision in [2014] FWC 4132 the following order is made under section 768AX, 768 BD and 768BG of the *Fair Work Act 2009* (the Act):

**1.** In accordance with section 768AX of the Act the *Department of Education, Training and Employment TAFE Educational Employees Certified Agreement 2012* (the Agreement), which will be a copied State instrument within the meaning of section 768AH of the Act is varied. It will be known as the *Central Queensland University Educational Employees Copied State Employment Agreement 2014*. The details of the variations are set out in Attachment A and the consolidated instrument is at Attachment B. The variations will apply in respect of all employees who are or will be covered by the Agreement.

**2.** In accordance with section 768BG of the Act (which deals with consolidation orders in relation to transferring employees), the Award as varied is a copied State instrument and applies to all transferring employees from 1 July 2014.

**3.** In accordance with section 768BG of the Act (which deals with consolidation orders in relation to non-transferring employees), the Award as varied is a copied State instrument and applies to all non-transferring employees who perform, or are likely to perform, the transferring work from the date of their employment with effect as applicable:

**3.1** from the date of the order, in respect of non-transferring employees who are already employed by the Applicant as at the date of this order; or

**3.2** from the date of employment, in respect of non-transferring employees who are employed by the Applicant after the date of this order.

**B.** This order shall come into force from 26 June 2014.



COMMISSIONER

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**ATTACHMENT A**

1. Application - Change to include the Coped State Instrument Coverage – include the University, the Australian Education Union (which is the federal union that the QTU belongs to and Australian Municipal Administrative, Clerical and Services Union (AMASCU) which is Together Qld.
2. Date of Operation – Change to include will operate from 1 July 2014 until such time as a replacement enterprise agreement is negotiated or four (4) years 30 June 2019 in line with the Fair Work Act 768AO
3. Change Posting of Agreement to be placed on University’s Policy Portal
4. Change Relationship to Awards and Instruments to include reference to the Copied State Employment Agreement to be read in conjunction with Copied State Award
5. Change Replacement of Previous Certified Agreement to reference Copied State Employment Agreement
6. Change Commencement of negotiations for a replacement to A Replacement Agreement
7. Change Equity Considerations to remove reference to the Industrial Relations Act
8. Change reference to Copied State Award and remove reference to Senior College Teachers’ Award State 2012 as it is not applicable and reference to departmental policy and replace with University policy
9. Remove - There is no need for a ‘no extra claims clause’ as the Fair Work Act 2009 does not allow these while an agreement is in operation.
10. Remove reference to the Departments “Hours of Work Arrangements” and change to University procedures because department policy can no longer apply
11. Change reference to Clause 28 – Dispute Resolution clause that is in place at the University
12. Remove Clause 26 Organisational Change and Restructuring and replace with Clause 24 consultation clause in place at CQUniversity. The current clause 26 makes reference to Public Service Directives and references Other Legislation Amendment Act 2012, which inserted a new Part 2 of Chapter 15 in the Industrial Relations Act 1999.
13. Change Clause 28 Consultative Committees to reference the University’s Joint Consultative Committee.
14. Remove and replace Clause 29 Facilitative Provisions with Clause 27 Model Flexibility term

15. Replace clause 30 Prevention and Settlement of Disputes with Clause 28 Resolving Disputes Arising From This Agreement
16. Replace Clause 38 Union Encouragement, Clause 39 Union Unions and Clause 40 Industrial Relations Education leave with Clause 36 Facilitating Union Involvement and Clause 37 Workplace Relations Training Leave in order to meet the requirements of the Fair Work Act and to better align with the University's current union protocol.
17. Remove Subclause 41.0 All Other Employment Conditions as this clause has no relevance at CQUniversity
18. Remove Clause 46.0 Climate Change.
19. Appendix 2; Class Size Prescriptions – on advice from the AEU/QTU remove reference at A2.7.1 to the Senior College Teachers' Award - State as it is not relevant
20. Changes Appendix 5 A5.1.11 to refer to the University's Joint Consultative Committee rather than the Local |Consultative Committee.
21. Changes throughout the Agreement – where there is reference to the Chief Executive of the Public Service; change to Vice-Chancellor & President or nominee.
22. Change throughout the agreement – all references to Directives from the Minister in accordance with the Public Services Act 2008 to University policy and procedures.
23. All references throughout the Agreement have changed from Institute to University