AUSTRALIAN INDUSTRIAL RELATIONS COMMISSION

Workplace Relations Act 1996
s.170LC Multiple business agreement

Victorian TAFE Association Inc.
and

Australian Education Union
(AG2004/3347)

VICTORIAN TAFE TEACHING STAFF MULTI-EMPLOYER
CERTIFIED AGREEMENT 2003

Educational services

SENIOR DEPUTY PRESIDENT WATSON
DEPUTY PRESIDENT IVES
COMMISSIONER GAY

MELBOURNE, 29 JUNE 2004

CERTIFICATION OF AGREEMENT

In accordance with section 170LT of the Workplace Relations Act 1996, the Commission hereby certifies the attached written agreement.

This agreement shall come into force from 28 June 2004 and shall remain in force until 1 September 2006.

BY THE COMMISSION:

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2 April 2004
This Agreement shall be known as the Victorian TAFE Teaching Staff Multi-Employer Certified Agreement 2003.

The parties to this Agreement are:

(i) The Employers listed in Schedule 2; and

(ii) The Australian Education Union.

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

This Agreement shall come into operation on and from the date it is certified by the Commission and remain in operation until 1 September 2006.

This Agreement shall be read and interpreted wholly in conjunction with the TAFE Teachers' Conditions of Employment (Victoria) Award 2002 (or any successor award). The terms of this Agreement shall prevail over the terms of that Award (or successor Award) to the extent of any inconsistency. Clause 18 of the Award will not apply to Employees classified as Senior Educators who do not undertake teaching duty hours.

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

In this Agreement, unless a contrary intention appears:

(1) “approved” means approved by agreement between the Union and an Employer.

(2) “Award” means the award referred to in clause 5.

(3) "Casual Employee" means a person engaged by the hour and employed on an irregular basis or for a short period of time and excludes a full-time or part-time Employee or an Employee employed for a fixed-term or specified purpose.
"Commission" means the Australian Industrial Relations Commission or its successor.

"Consultation" means the provision of the opportunity for discussion and of information in a form and in sufficient time to enable the individual/s or organisation being consulted to be sufficiently informed so as to provide a bona fide opportunity for an informed view or feedback to influence the relevant decision maker prior to the making of her or his decision.

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

"Employee" means a person employed under this Agreement.

"Employer" means the Council of an Institute or other Institution specified in Schedule 2 - Employer Respondents.

"Fixed-term employment" means employment for a specified term or ascertainable period.

"Full-time employment" means employment for 38 hours per week.

"Industrial Skills Instructor" means:

(i) a person employed to provide instruction in a course of study only for a certificate of competency issued pursuant to the Occupational Health and Safety Act 1985 [Vic]; or
(ii) a person employed to provide instruction in a course of study only for a licence to operate a vehicle pursuant to the Road Safety Act 1986 [Vic]; or
(iii) a person employed to provide instruction in a course of study only for a licence or certificate of competency issued pursuant to the Marine Act 1988 [Vic]; or
(iv) a person employed to provide instruction only in the safe operation of machinery for timber felling which is subject to standards issued by Standards Australia.

"Institute" means an Employer listed in Schedule 2.

"Institute Council" means the body constituted to oversee and manage the institute.

"On-going employment" means all employment other than "fixed-term", or "casual".

"Ordinary hourly rate" means annual salary \( \times \frac{14}{365.25} \times \frac{76}{76} \).

"Part-time employment" means employment, other than casual employment, for reasonably predictable hours of work and for less than the normal weekly ordinary hours specified for a full-time Employee.
"Scheduled Duty" means a duty or task required or directed or timetabled by the Employer and includes teaching duty hours.

"TAFE" means Technical and Further Education.

"Teacher" means a person employed to teach or lecture or to manage and/or develop a TAFE program or programs but does not mean a person holding a position classified as a TAFE Executive Officer pursuant to Ministerial Directions or Orders issued pursuant to the Vocational Education and Training Act 1990 [Vic].

"Teaching Duty Hours" means sessions of instruction and/or supervision and/or assessment of student/s; whether delivered at a campus of the Institute or elsewhere or whether delivered in person or by other means.

"Union" means the Australian Education Union.

8. COMMITMENTS

8.1 Modes of Employment

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

8.2 Industrial Relations Principles

The parties commit themselves to the following industrial relations principles:

8.2.1. cooperative and consultative relationships between management, their Employees and their representative organisations;

8.2.2. management, Employee and union relationships based on mutual respect, trust and preparedness to consider alternative viewpoints;

8.2.3. collective negotiations between management and their Employees, involving a mutual problem solving approach focusing on long term gains for all parties;

8.2.4. to work within a progressive industrial relations culture to achieve high performance TAFE institutes with effective workplace partnerships;

8.2.5. recognition of an appropriate role for workplace representatives.

9. CONSULTATION IN INSTITUTE DECISION-MAKING

9.1. The parties recognise that there will be significant consultation during the period of the Agreement on matters involving implementation of this Agreement, operational and cultural change and matters affecting Employees generally or in a particular case. To this end, the parties are committed to a cooperative approach to such matters.

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involving joint participation and consultation.

9.2. An Institute Consultative Committee (ICC) will be established within one (1) month of the commencement of this Agreement for the purpose of implementing and monitoring this Agreement. The ICC will also be the forum through which the Institute and the Union consult generally on matters affecting Employees. The Committee shall meet during ordinary hours. Time Allocations of an agreed amount additional to those provided elsewhere in this Agreement will be made from scheduled duties for Union representatives on this ICC.

9.3. The ICC will comprise two Institute representatives, and two union representatives. It is recognized that from time to time additional representation on behalf of the Institute or the Union may be involved.

9.4. The ICC will meet regularly, and as required, to discuss issues outlined in sub-clause 9.1 and on any other matter on which consultation may be required. The ICC will provide a report and/or recommendation, as appropriate, to the Director on the matter/s under discussion. The Institute will provide the time and resources necessary for the ICC to perform its role.

9.5. Where the Institute proposes changes that are likely to have a significant effect on Employees covered by this Agreement, the Institute will consult with those Employees and the Union through the ICC prior to the proposed changes being implemented.

10. DISPUTE RESOLUTION PROCEDURE

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

10.2. Disputes between the Employer and Employees shall be settled in accordance with the following procedures:

10.2.1. Any claim or dispute which arises shall, where possible, be settled by discussion between the Employee and the immediate supervisor or between the union and the Employer as appropriate.

10.2.2. The union and the Employer shall be notified of all instances where disputes are being resolved in accordance with this clause. The parties to the dispute should use their best endeavours to ensure the continuation of work as normal. This includes the maintenance of the pre-existing status quo or establishment of a mutually acceptable holding position pending the resolution of the dispute.

10.2.3. If unresolved, the Employee has the right to involve a union officer or delegate or other Employee representative in a further discussion with the supervisor.

10.2.4. If unresolved, or at the request of either party, the Employee shall have access to a dispute settlement committee within seven days unless otherwise agreed. Where the
dispute exists between the union and the Employer, either party may request the establishment of the committee.

10.2.5. The dispute settlement committee shall be a committee of the Institute Council and shall consist of:

10.2.5.1. two nominees of the Institute Council; and
10.2.5.2. two nominees of the union branch, one of whom may be an officer of the union.

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

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

10.2.8. Nothing in this part shall be read as preventing an Employee from seeking assistance from the union at any time.

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

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

10.2.11. Prior to any notification to the Commission, the parties by consent may refer a dispute that is unresolved to a Board of Reference.

10.2.12. A Board of Reference (the Board) shall comprise two persons nominated by the union and two persons nominated by the Employer and a member or nominee of the Commission as Chairperson. Where the Employer or the union fail to nominate their representative/s within a reasonable period of time, the Chairperson shall nominate persons to represent that entity or entities.

10.2.13. The function of the Board shall be to allow, approve, fix, determine or deal with the unresolved dispute referred to it.

10.2.14. Any person appointed as a member of the Board may appoint a substitute to act in his or her stead at any time, provided that a union nominee may only exercise this power with the consent of the union.

10.2.15. The Board shall sit at such time and place as the Chairperson may fix.

10.2.16. In the event of representative members of the Board being equally divided in opinion, the Chairperson shall cast his or her vote to give a majority decision.

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10.2.17. A determination or other decision made by the Board shall be binding upon the parties to this Agreement and the parties shall abide by any such determination or decision.

10.2.18. A decision of the Board may be reviewed or altered by the Commission on application of either party to this Agreement provided that notice of an application to review is given to the other party to the proceedings within seven days and the application for review is lodged within 21 days of the decision. The Commission on application may extend the time for notice or lodgement.

10.2.19. Nothing in this clause shall prevent any party from applying to the Federal Court of Australia for an interpretation of any clause of this Agreement.

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

11. PRO-RATA APPLICATION

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

12. CONTRACT OF EMPLOYMENT

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

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

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

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

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

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

12.5. A teacher appointed specifically to replace an Employee on leave or other approved release shall perform the full range of duties, including the face to face teaching load, which would have been performed by the teacher being replaced.

12.6. Where a teacher is appointed for a period of less than the full year or on a specific project the maximum teaching duty hours that can be delivered is:

Number of weeks of appointment x 21 hours per week.

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

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

13. CASUAL EMPLOYMENT

13.1. A teacher may only be employed on a casual basis where the work to be performed is of an irregular nature or for a short period of time.

13.2. For the purposes of clause 13.1, ‘a short period of time’ means:

13.2.1. Where the purpose of the casual employment is to replace a teacher on approved leave, for up to 30 days. A casual teacher in this circumstance may be required to take the full allocation of teaching duties of the teacher being replaced; or

13.2.2. The work to be performed does not exceed 8 hours per week or, by mutual consent, up to a maximum of 21 hours in any 1 week, to a maximum of 320 hours per year providing that the maximum of 21 hours per week may be exceeded by mutual agreement subject to no Employee exceeding 40 hours in a two week roster period.

13.3. A casual teacher shall be paid the appropriate rate as set out in Schedule 1. The teaching duty hour rate is inclusive of preparation and correction.

13.4. Where an Employer considers it desirable for a casual teacher to attend meetings or to attend professional development sessions, these hours shall not be included in the 320
hrs maximum referred to in sub-clause 13.2.2 above provided the teacher is paid at the rate prescribed by this Agreement.

13.5. Clauses 23, 24, 25 and 26 do not apply to casual Employees.

14. **HOURS OF WORK**

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

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

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

15. **ATTENDANCE TIME**

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

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

15.3. For the period of operation of this Agreement, Employees who translate into promotion positions of Senior Educator in the new classification structure provided by this Agreement are entitled to the attendance time requirements they were entitled to prior to the operation of this Agreement.

15.4. Employees appointed to promotion positions of Senior Educator after the date of commencement of this Agreement who undertake teaching duties, shall be entitled to access the attendance time requirements for teachers classified in the Teacher Level 1 – Teacher Level 4 range on a pro rata basis in proportion to their teaching duties as a fraction of the maximum teaching duty hours of a full-time Teacher.

16. **ALLOCATION OF DUTIES**

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

16.2. The allocation of such duties is subject to the provisions of clauses 18.7 and 18.8 of the Award, including the maximum annual and weekly scheduled duties and teaching duty hours, except as provided by this Agreement.
16.3. Consultation and agreement of the teacher is required for an allocation of more than 21 hours of teaching duty or more than 26 hours of scheduled duties in any one week.

16.4. Any agreement under sub-clause 16.3 above must not provide for more than an average of 21 teaching duty hours or 26 scheduled duties per week over a semester.

17. TIME ALLOWANCES

17.1. Employees covered by this Agreement shall continue to receive time allowances as specified in the Award.

17.2. Provided that for Employees at the Box Hill, Central Gippsland, Chisholm, East Gippsland, Gordon, Holmesglen, Northern Melbourne and South-West Institutes of TAFE, the RMIT University, Swinburne University of Technology and The University of Ballarat, the arrangements, now specified at Schedule 3, shall continue to operate.

18. CLASSIFICATION STRUCTURE

18.1. As part of this Agreement, the parties agree to implement a revised classification structure for the TAFE teaching workforce at each Institute. This revised classification structure is represented diagrammatically at Appendix 1.

18.2. The classification structure will comprise:

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

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

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

18.3. Employees engaged as part of the teaching staff of the Institute shall be assigned a classification in accordance with the standards or descriptors specified in Schedule 6.

19. SALARIES AND ALLOWANCES

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

Commencing salary

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

19.3. Subject to this clause, within the rates specified in Schedule 1, Employees shall proceed by annual increment from the minimum to the maximum of the subdivisional range appropriate to their classification and level on the anniversary of their date of appointment subject to the following:

19.3.1. Progression beyond the first incremental point of the Teacher classification is subject to the Employee possessing the Certificate IV in Assessment and Workplace Training;

19.3.2. Progression beyond the fourth incremental point of the Teacher classification is subject to the Employee completing a course of teacher training accredited at Australian Qualifications Framework Level 5 which includes supervised teaching practice and studies in teaching methodology, or equivalent; and

19.3.3. The Employee achieves a satisfactory outcome on the annual review of their performance.

19.4. The annual review of an Employee's performance must be conducted as part of a Performance Appraisal system established in accordance with the policy of the Institute and conforming to the principles established in clause 16.4.5 of the Award.

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

19.5. Where a salary increment is intended to be deferred on the basis of an unsatisfactory annual review, such an increment can only be deferred where the following process has been followed:

19.5.1. the Employer has counseled the Employee and explained clearly:

(i) the requirements that are expected;
(ii) how the Employee has failed to fulfill these requirements; and
(iii) the consequences of continued or repeated failure to meet these requirements.

19.5.2. The Employer has provided the opportunity through mentoring, guidance and support to assist Employees who are not performing satisfactorily.

19.6. Salary progression can only be deferred where the process outlined above has been commenced early enough to ensure the Employee receives sufficient notice to enable improvement in performance, being at least three months before a decision is taken.

19.7. Where a decision is taken to defer salary progression, the Employee will be notified as soon as possible in writing and the reasons for the decision will be given. An Employee aggrieved by a decision may access the dispute resolution procedure in this Agreement.

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Higher Duties Allowance

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

Salary Packaging

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

Public Holiday Rate

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

Ordinary Hours of Work Performed Outside the Span of Ordinary Hours

19.11. A teacher may be requested to perform scheduled duties as part of their ordinary hours of work outside the span of ordinary hours of duty as set out in clause 14.2.

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

19.13. Subject to prior approval for the work to be performed, teachers shall be paid a loading for ordinary hours of work required to be performed outside the span of ordinary hours of duty as follows:

19.13.1. For each hour worked on a Monday to Saturday until 10pm, a loading of 25% of the ordinary hourly rate shall be paid.
19.13.2. For each hour worked on a Monday to Saturday after 10pm, a loading of 75%.
19.13.3. For each hour worked on a Sunday, a loading of 50% of the ordinary hourly rate shall be paid.

19.14. Notwithstanding sub-clauses 19.12 above, the parties acknowledge that differing arrangements as to work outside of ordinary hours are provided in existing certified agreements at a number of TAFE Institutes. These arrangements are now codified and included in Schedule 4. It is the intention of the parties that these arrangements, as specified, shall continue to apply for the duration of this Agreement.

2 April 2004
**Excess Teaching Duty Hours**

19.15. A teacher shall be paid for excess teaching duty hours in accordance with this clause.

19.16. The allocation of excess teaching duties is determined following consultation with, and agreement of, the teacher concerned.

19.17. Excess teaching duties occur as follows:

19.17.1. Where the teacher performs teaching duties in excess of the limit in the roster allocated by the Employer in accordance with Clause 16 of this Agreement; or

19.17.2. Where the teacher performs teaching duties in excess of 800 hours per annum.

19.18. Excess teaching duties occurring under clause 19.17.1 above and paid in accordance with this Agreement will not be counted towards the annual teaching load.

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

**Monday to Saturday inclusive**

19.19.1. Where the excess teaching duty occurs within the span of ordinary hours, an amount of 50% of the ordinary hourly rate.

19.19.2. Where the excess teaching duty occurs outside the span of ordinary hours, at the rate of 150% of the ordinary hourly rate for each excess teaching hour for the first two hours on each day.

19.19.3. Where the excess teaching duty occurs outside the span of ordinary hours, at the rate of 200% of the ordinary hourly rate for each excess teaching hour beyond the first two hours on each day.

**Sunday**

19.19.4. In all cases, at the rate of 200% of the ordinary hourly rate.

19.20. Payment for excess hours shall be made in the next available pay period after a claim for payment is made.

**Overall Total Remuneration Package**

19.21. Nothing contained elsewhere in this Agreement shall preclude an Employer and an Employee who is to work overseas from entering into a written agreement for the payment of an overall total remuneration package for the Employee.

19.22. The overall total remuneration package shall comprise the Agreement salary rate, Employer superannuation contributions and an additional component in lieu of specified Agreement entitlements.

19.23. In such cases, the written agreement between the Employer and the Employee will
specify:

- the period for which the agreement will operate;
- the overall total or flat salary and Employer superannuation contributions to apply; and
- the relevant Award and Agreement clauses that do not apply.

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

19.24. An overall remuneration package shall not disadvantage an Employee when comparing their total remuneration inclusive of Employer superannuation contributions with the salary, Employer superannuation contributions and Agreement clause entitlements they would otherwise be entitled to receive pursuant to this Agreement.

19.25. Prior to entering a written agreement for an overall total remuneration package, a reasonable period of time shall be provided for the Employer and Employee to consider the proposal and seek advice.

**Annual Leave Loading**

19.26. An annual leave loading of 17.5% of 4 weeks ordinary time earnings will be paid to full-time teachers.

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

19.28. The loading shall be paid in the last pay in August of each year, or such other date as may be agreed between the Union and the Employer at each Institute, in respect of the calendar year 1 July to 30 June.

19.29. Upon termination of employment with the Employer an Employee will be paid the annual leave loading on a pro-rata basis.

**20. ACCIDENT MAKE-UP PAY**

20.1. Where an absence from duty results from an injury or illness the subject of a claim for compensation under the Accident Compensation Act 1985 (Vic), the Employee is entitled to sick leave on full pay equivalent to any sick leave credits accrued.

20.2. Where the insurer subsequently accepts liability, the Employee shall have any sick leave taken in respect of that injury or illness re-credited.

20.3. If an Employee sustains a personal injury or incapacity which is compensable under the *Accident Compensation Act 1985 (Vic)*, the Employee shall be paid make-up pay to the Employee’s actual rate of pay at the time of sustaining the injury/incapacity for a continuous period of 52 weeks or an aggregate of 52 weeks in respect of a particular injury or incapacity.
20.4. An Employee is not entitled to sick leave with pay during any period he or she is in receipt of compensation payments under the Accident Compensation Act 1985 (Vic).

20.5. The period of time spent on make-up pay shall count as service for all purposes as if the Employee had not been injured or suffered an incapacity.

21. **REIMBURSEMENT OF EXPENSES**

21.1. The Employer shall reimburse an Employee any prior approved reasonable out-of-pocket expenses actually and necessarily incurred in the course of her or his authorised duties. The amount of an expense will be considered reasonable where it does not exceed the relevant amount set by the Australian Taxation Office ['ATO'] as adjusted from time to time. Where an expense exceeds the relevant ATO amount, the Employer is only required to reimburse at the ATO rate unless prior authorization is provided to incur the greater expense. Where the ATO does not provide an amount for an expense, the Employer shall reimburse the actual amount incurred.

21.2. Allowable expenses include:

21.2.1. traveling, accommodation, meals and other incidental expenses associated with an overnight, or longer, absence from home or part day duties, including staff development, away from the normal work location;

21.2.2. expenses incurred in the use of private motor vehicles; and

21.2.3. any other expenses incurred in the course of the Employee's employment and authorized by the Employer.

21.3. Ordinarily the Employer will provide transport for Employees engaged in authorized work. Employees may refuse work where transport is not provided. Where in the course of employment, an Employee is required to use her or his private motor vehicle, she or he shall be reimbursed mileage costs subject to obtaining prior approval from the Employer to use the vehicle and submission of a declaration stating the date, purpose of trip, number of kilometres and type of vehicle.

21.4. In circumstances which warrant it, the Employer may enter an agreement with the Employee to provide comprehensive insurance cover for the private vehicle of an Employee where the Employee is required to use the private vehicle for work.

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

22.1. Subject to this clause, the parties agree that Institute policies in relation to Redeployment and Termination of Employment are to apply for the life of this Agreement. Such policies may only be varied following consultation with and agreement of the AEU. It is acknowledged that such policies are not to be taken to abrogate any rights an Employee may have in equity or in law.

22.2. The Employer will adopt the following process to identify Employees in excess of Employer requirements and therefore to be considered for selection.
22.3. The Employer will convene meetings of potentially affected Employees to seek volunteers.

22.4. The Employer may only reject an expression of interest from any volunteer where selection of that Employee creates a consequential vacancy or a deficit in the skills required for the Employer's continuing function.

22.5. Where insufficient volunteers are forthcoming, the Employer shall decide those Employees in excess of its requirements taking into account the following criteria:

22.5.1. the relative qualifications, skills and abilities between Employees as required for the continuing operation of the Employer;

22.5.2. any special qualifications or aptitude for the position's continuing to be required to be performed by the Employer; and

22.5.3. any reasons, including compassionate grounds, advanced by an Employee as to why they should not be considered for redeployment.

22.6. Provided that where a decision is to be made about Employees who are otherwise considered equal in relation to these criteria, the Employee to be identified as surplus to Institute requirements will be that person whose selection causes the least disruption to the continuing operation of the Employer.

23. RECOGNITION OF CULTURAL OBLIGATIONS

23.1. The Employer will recognise the established religious and cultural obligations, practices and activities of its Employees.

23.2. An Employee may be granted Ceremonial/Cultural Leave where she or he has a ritual obligation to participate in ceremonial activity which requires absence from work. Such leave will also include leave to meet the Employee's customary and traditional law obligations and is not limited to Aborigines and Torres Strait Islanders.

23.3. Such leave shall be without pay and for up to 10 days per annum.

23.4. Applications for Leave under this clause must be accompanied by documentary evidence of the activity requiring attendance and absence from work.

24. LEAVE FOR INDUSTRIAL RELATIONS PURPOSES

24.1. Employees shall be entitled to a maximum of 5 days paid leave per calendar year or an aggregate of 10 days paid leave over 2 calendar years to attend an activity or course of study which contributes to a better understanding of industrial relations.

24.2. Applications for such Leave must be approved prior to the taking of Leave. Such applications will not be unreasonably refused providing:

24.2.1. The application is accompanied by a letter from the organization of Employees conducting the activity or course stating the Employee has been nominated to attend
and providing notice as to date, time, location, duration and content or purpose of the activity or course; and

24.2.2. The release of the Employee does not cause undue inconvenience to the Institute.

24.3. Leave granted under this clause:

24.3.1. Shall be on full pay which shall include payments which are deemed to be part of pay for all purposes but shall not include payments for work outside ordinary hours or excess hours payments;
24.3.2. May include any necessary traveling time in normal working hours immediately before or after the activity or course; and
24.3.3. Shall count as service for all purposes.

24.4. Employees elected to represent the Union as councillors may nominate the equivalent of up to 5 days per annum of Leave provided under this clause for the purpose of attending Union council meetings.

24.4.1. An Employee granted Leave under this clause shall not be permitted to claim reimbursement of personal expenses such as fares, accommodation or meal costs in attending the activity or course.

25. STUDY LEAVE

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

Applications for such Leave shall not be unreasonably refused.

26. SABBATICAL LEAVE

26.1. On application, the Employer may grant an Employee sabbatical leave of one year every 5 years on 80% salary subject to the Employee agreeing to have her or his annual salary reduced by 20% for the relevant work period preceding the leave and the Employee entering an agreement with the Employer covering the terms and conditions of the sabbatical leave.

26.2. Unless otherwise agreed the leave shall be taken immediately following the completion of the relevant work period during which the salary was reduced.

26.3. Sabbatical Leave shall count as service for all purposes.

27. EMERGENCY RESPONSE LEAVE

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

2 April 2004
27.2. This provision shall apply to casual Employees who would have continued to be engaged but for the emergency response situation. For this class of Employee, where no loss of wages would have occurred, the entitlement of the Employee shall be that of a right to return to her or his former position.

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

28. OCCUPATIONAL HEALTH and SAFETY

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

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

29. UNION REPRESENTATIVES USE OF INFORMATION AND COMMUNICATION TECHNOLOGY

Union representatives using the Employer's information and communication technology for union related matters shall exercise their rights reasonably, in accordance with law and pursuant to the Employer’s policy. Where the Employer proposes to introduce or vary an information and communication technology policy related to union utilisation, there shall be prior consultation between the Employer and the union.

30. NO FURTHER CLAIMS

It is a term of this Agreement that there will be no further claims on matters covered by the Agreement before 1 September 2007. To this end the parties have agreed to comply with the Agreement until 1 September 2007 providing the parties may commence negotiations for a succeeding agreement in accordance with the Workplace Relations Act 1996 (Cth) prior to this date.

31. VARIATION OF THE AGREEMENT

This Agreement may only be varied in accordance with s170MD of the Workplace Relations Act 1996 (Cth).

32. SAVINGS

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

2 April 2004
32.2. An Employee, whether ongoing or fixed-term, who is re-employed by the same or another Employer respondent to this Agreement shall not be disadvantaged in respect of their employment through the implementation of the qualification requirements and commencing salary provisions of this Agreement. Providing that this provision does not apply to Employees who have a break of more than 6 months between their contracts of employment with a respondent.

32.3 The parties acknowledge that this MECA is not intended to apply to a range of employment practices for the supply of labour of a class of Employees about which the Institute has existing commercial contractual obligations. This exemption is to apply for the duration of those obligations. The parties agree to specify the obligations and record the exclusion in a Memorandum of Understanding to be read and interpreted in conjunction with this Agreement.

33. WORKING PARTIES

The parties agree to the establishment of a working party to consider each of the following:

- recruitment, selection and appointment procedures;
- classification standards and performance appraisal;
- procedures for handling complaints against staff;
- qualifications;
- flexible delivery, including workplace and online delivery;
- delivery of TAFE degrees; and
- Industrial Skills Instructors.

The parties agree to establish the working party or parties as soon as practicable after the certification of this Agreement. Where agreement is reached on any particular issue and where that agreement would affect the obligations of any party to this Agreement, the parties agree to seek to vary the relevant terms of this Agreement as provided in clause 31.
SCHEDULE 1 – SALARIES

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

<table>
<thead>
<tr>
<th>Current Classification</th>
<th>Existing Salary</th>
<th>New Classification</th>
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<th>1/07/04</th>
<th>1/09/04</th>
<th>1/03/05</th>
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2. Casual teachers shall be paid the rates as set out in the table below:

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<th>1.09.04</th>
<th>1.09.05</th>
<th>1.09.06</th>
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<td>Night</td>
<td>TDH</td>
<td>NON TDH</td>
</tr>
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<td>31.60</td>
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<tr>
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<td>31.60</td>
</tr>
<tr>
<td>East Gipps</td>
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<td>41.00</td>
<td>31.60</td>
</tr>
<tr>
<td>Gordon</td>
<td>46.60</td>
<td>31.60</td>
<td>46.60</td>
<td>31.60</td>
</tr>
<tr>
<td>Goulburn Ovens</td>
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<td>47.30</td>
<td>31.60</td>
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<tr>
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<tr>
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<tr>
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<tr>
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<tr>
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<td>31.60</td>
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2 April 2004
<table>
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<tr>
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<th>Value 2</th>
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<td>Wodonga</td>
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<td>31.60</td>
</tr>
</tbody>
</table>

2 April 2004
SCHEDULE 2 - EMPLOYER RESPONDENTS

Councils of:

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

BOX HILL INSTITUTE OF TAFE

(Refer Box Hill Institute of TAFE Teachers’ Certified Agreement 2000, clause 12.6)

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

1. Teachers involved in delivering qualifications, programs, modules or units at Australian Qualifications Framework Level 4/Certificate 4 or above, or the Victorian Certificate of Education or equivalent shall receive a curriculum allowance, to be counted as part of their teaching duty hours, of up to 80 hours per year based on the relative proportion taught;

2. Teachers involved in delivering qualifications, programs, modules or units at Australian Qualifications Framework Level 3/Certificate 3 or below shall receive a curriculum allowance, to be counted as part of their teaching duty hours, of a minimum of 40 hours per year if the qualifications, programs, modules or units are nested within an Australian Qualifications Framework Level 4/Certificate 4 or above or equivalent qualification or program;

3. Union representative allowances shall be counted as part of other scheduled duties.

CENTRAL GIPPSLAND INSTITUTE OF TAFE

(Refer Central Gippsland Institute of TAFE Teaching Staff Certified Agreement 2000, clause 16.8.1)

Curriculum Allowances

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

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

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

(c) Teaching in Diploma and Advanced Diploma Programs or equivalent: 80 hours per year for a teacher whose total teaching is in these programs or a fraction of 80 hours based on the proportion of a teacher’s total teaching in these programs (pro rata for part time teachers).
(d) Teachers involved in courses which meet the following criteria shall receive allowances of up to 80 hours per year depending on the degree to which the duties required meet these criteria:

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

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

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

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

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

**CHISHOLM INSTITUTE OF TAFE**

(Refer Chisholm Institute of TAFE Teaching Staff Certified Agreement 2000, clause 10.8)

The large departments allowance is no longer applicable.

**EAST GIPPSLAND INSTITUTE OF TAFE**

(Refer East Gippsland Institute of TAFE Teachers’ Certified Agreement 2000, clause 17.13.7)

**Curriculum Allowances**

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

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

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

3. Teaching in associate diploma programs or equivalent:
   - 80 hours per year for a teacher whose total teaching is in these programs or a fraction of 80 hours based on the proportion of a teacher's total teaching in these programs (pro-rata for part-time teachers).
Teaching in courses which meet the following criteria shall receive allowances of up to 80 hours per year depending on the degree to which the duties required meet these criteria:

- Moderation of assessments when required by the accredited program;
- Work being subject to formal out-of-class examination;
- Preparation of assessment materials for formal out-of-class assessment;
- Preparation and development of learning or assessment materials for the use of teachers in competency, distance/flexible, articulated or other learning approaches, including training packages and for workplace assessment.

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

**Travel**

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

**GORDON INSTITUTE OF TAFE**

(Refer Gordon Institute of TAFE Teaching Staff Certified Agreement 2000-2002, clause 10.17)

1. In lieu of the Curriculum Allowance described in Clause 18.8.4 of the Award an Education Development Time Allocation will be implemented as follows:

2. The Education Development Time Allocation quantum will be equivalent to the allowances prescribed in clause 18.8.4 of the Award. The Local Consultative Committee will monitor and verify on the annual quantum.

3. Of the Education Development Time Allocation, 1200 hours per annum may be utilised for the secondment of teachers to assist with education development projects in other parts of the Institute.

   * Expressions of Interest will be invited annually from teachers interested in undertaking secondment for this purpose.

4. Hours will be allocated to Teaching Centres based upon their proportion of Student Contact Hours, including apprentice/trainee hours.

5. The Teaching Centres, through the organisational work teams, will distribute education time allocations to individual teachers based upon agreed institute education development plans.

6. An AEU representative will be included on the Institute Board of Studies.

7. Dispute Resolution Procedures will be available to resolve disputes in accordance with Clause 10 this Agreement.

8. It is further agreed that the monitoring of the agreed process will be undertaken by the Local Consultative Committee (LCC).

2 April 2004
HOLMESGLEN INSTITUTE OF TAFE

(Refer Terms and Conditions of Employment for Teaching Staff Employed at Holmesglen Institute of TAFE, clause 6(1)(a), (b))

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

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

NORTHERN MELBOURNE INSTITUTE OF TAFE

(Refer Northern Melbourne Institute of TAFE Teaching Staff Certified Agreement 2000, clause 13.2)

Teaching hours to be delivered are:

An average of 730 annual hours face to face teaching for teachers in programs leading to:
- Advanced Diploma
- Diploma
- Certificate IV

An average of 780 annual hours face to face teaching for teachers in programs leading to:
- Certificates I, II and III

RMIT UNIVERSITY

(Refer Royal Melbourne Institute of Technology TAFE Teaching Staff Enterprise Agreement 2000, clause 19)

1. The Large Departments and the Administrative and Program Time Allowances do not apply.

2. Travel will form part of a teacher’s unscheduled duties.

SOUTH WEST INSTITUTE OF TAFE

(Refer South West Institute of TAFE Certified Agreement 2000, clause 12.7)

In lieu of allowances as outlined in clauses 18.8.4 -18.8.8 of the Award, all teachers will receive a general allowance of 50 hours and an agreed pool of time shall be set aside for
Institute curriculum development purposes, to be monitored by the Institute Consultative Committee.

SWINBURNE UNIVERSITY OF TECHNOLOGY

(Refer Swinburne University of Technology TAFE Teachers' Certified Agreement 2000, clause 13.2)

The following allowances shall be counted as stated below as part of teaching duty hours:

1. **Curriculum Allowances**

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

   1.1 **teaching modules or units in a Certificate IV program (including both nested and stand alone Certificate IVs)** shall receive an allowance of 60 hours per year based on the relative proportion of AQF level 4 modules or units taught.

   1.2 **teaching modules or units in a Diploma level program or above** shall receive an allowance of 80 hours per year based on the relative proportion of modules or units taught at AQF level 5 or above.

   1.3 **teaching VCE units 3 and 4 (excluding VET programs)** shall receive an allowance of 80 hours per year based on the relative proportion of VCE units 3 and 4 taught.

2. **Initiative and Development Allowances**

   2.1 It is acknowledged that departments are required to coordinate and implement new initiatives and complex programs. Departments are allocated an annual allowance of 10 hours per EFT teacher to be allocated by the departmental manager to support such activities.

   2.2 **New teachers** (defined as teachers appointed at Teacher Level 4 [now, T3.1] and below) must in their first year of appointment receive appropriate support and encouragement in order to develop fully as professionals. All new teachers shall be eligible for a curriculum allowance of 20 hours in their first year of appointment to support their involvement in professional development, formal tertiary studies related to teaching qualifications and mentoring.

   2.3 **Departmental managers** shall have regard to the allocation of allowances when assigning responsibility to teachers undertaking support for and leadership of the implementation of training packages.

3. **Occupational Health and Safety (OH&S) representative Allowance**

   3.1 Where a teacher is elected as an OH&S representative in accordance with the relevant occupational health and safety legislation the teacher shall receive an allowance of 40 hours per annum to be deducted from the maximum teaching duty hours.

4. **Discrimination and harassment advisers**

2 April 2004
4.1 Where a teacher is elected as a discrimination and harassment adviser in accordance with the relevant University policy, the teacher shall receive an allowance of 40 hours per annum to be deducted from the maximum teaching duty hours.

THE UNIVERSITY OF BALLARAT

(Refer University of Ballarat TAFE Teaching Staff Certified Agreement 2000-2003, clause 11.5)

1. Each School will have a pool of hours it can allocate to Program Managers and other teachers for administration, coordination and management of teaching programs. This pool of hours will be calculated by multiplying the planned Student Contact Hours to be delivered by the School by 0.007. A further pool of hours will be allocated to each School based on the complexity of their delivery and these hours will be allocated to teachers in these programs. These hours will at least be maintained on a pro rata basis at the Year 2003 level.
SCHEDULE 4 – ADDITIONAL OR ALTERNATE WORK OUTSIDE OF ORDINARY HOURS ARRANGEMENTS

CENTRAL GIPPSLAND INSTITUTE OF TAFE

(Refer Central Gippsland Institute of TAFE Teaching Staff Certified Agreement 2000, clause 16.3(a))

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

GOULBURN OVENS INSTITUTE OF TAFE

(Refer Goulburn Ovens Institute of TAFE Teaching Staff Certified Agreement 2000, clauses 13.5, 13.7)

1. Consultation, with and the agreement of, the teacher concerned is required where hours of work are to be allocated outside the ordinary hours of work.

2. Notwithstanding subclause 1, teachers may be allocated one night class per week. An allocation of more than one night class per week requires the agreement of the teacher. Penalty rates shall apply to all night classes after 6.00pm. Employees with primary care responsibilities who seek to be excluded from taking night classes shall not be unreasonably denied an exclusion.

NORTHERN MELBOURNE INSTITUTE OF TAFE

(Refer Northern Melbourne Institute of TAFE Teaching Staff Certified Agreement 2000, clauses 13.5, 16.1)

1. Teachers may be directed to teach one night per week or Saturday where Saturday work is an integral part of the program. Saturday staffing will be by voluntary means in the first instance.

2. For each hour worked in excess of 108 outside the ordinary hours of duty, including a Saturday, a loading of 25% of the ordinary hourly rate shall be paid.

RMIT UNIVERSITY

(Refer Royal Melbourne Institute of Technology TAFE Teaching Staff Enterprise Agreement 2000, clause 15(b), (c), (d))

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

2. Consultation and agreement of an Employee is required where:
2.1. the allocation of an Employee's ordinary hours exceeds one night per week as described in sub-clause 1 above; and/or

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

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

3. Except as provided in sub-clause 4, where the Employee is allocated ordinary hours outside the ordinary span of hours described in clause 2.2 above, the appropriate penalty rate shall be paid.

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

SOUTH WEST INSTITUTE OF TAFE

(Refer South West Institute of TAFE Certified Agreement 2000, clause 11.4-11.5)

1. Employees may be required to perform part of their normal duty hours of work outside the ordinary span of hours on one occasion each week. The allocation of further work outside ordinary hours will only be made with the Employee's agreement. All hours worked under this clause will be paid at the appropriate penalty rate.

2. The Employer may not unreasonably require an Employee with primary care responsibilities for members of his/her immediate family or household to work beyond 5.00 pm Monday to Friday.

SWINBURNE UNIVERSITY OF TECHNOLOGY

(Refer Swinburne University of Technology TAFE Teachers Certified Agreement 2000, clause 16)

1. All teachers covered by this Agreement, shall be paid for work outside of ordinary hours at the appropriate penalty rate.

2. Notwithstanding sub-clause 1, in circumstances where a teacher has agreed, as part of their semester plan negotiations, to teach one evening or more per week no penalty loading shall apply to one evening's teaching per week.
1. The University can direct the allocation of an Employee's ordinary hours beyond 5.00 pm Monday to Friday up to a maximum of one night per week.

1.1. Consultation and agreement of an Employee is required where:

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

1.1.2. the Employee is allocated ordinary hours outside the ordinary span of hours described in clause 14 of this Agreement, in circumstances other than that which is described in sub-clause 1 above.

2. Where the Employee is allocated ordinary hours outside the ordinary span of hours described in clause 14 of this Agreement, the appropriate penalty rate shall be paid.

WODONGA INSTITUTE OF TAFE

(Refer Wodonga Institute of TAFE, clause 13.2)

1. An Employee may be directed to undertake duties outside of the span of hours for up to one night per week (Monday to Friday) for which the appropriate penalty rate will be applied.

2. For the purpose of sub clause 1, the Institute shall ensure that:

2.1 Employee's engaged as ongoing or fixed term staff, where they have the requisite skills, knowledge and competencies, shall be utilised prior to casual staff being engaged.

2.2 The parties agree that this clause shall not operate in a manner which significantly interferes with an Employee's family responsibilities.
SCHEDULE 5 – QUALIFICATION REQUIREMENTS AND COMMENCING SALARY

1. This schedule wholly replaces Schedule 3 of the Award.

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

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

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

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

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

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

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

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

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

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

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

'Fully qualified' means possessing qualifications which entitle an Employee to be appointed at, or progress to, the maximum sub-divisional point of the Teacher classification.
This Schedule wholly replaces Schedule 2 of the Award.

General Classification Context and Task Level for Teachers and Senior Educators

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

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

Teacher Classification (T 1 to T 4)

Classification Context and Task Level

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

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

As Employees progress to the higher Teacher levels they take responsibility within assigned areas of work for preparing, conducting and assessing TAFE education programs. They assist Senior Educators in a range of activities associated with the effective operation of TAFE education programs.
Teaching roles will include planning and conducting teaching, conducting and evaluating assessment and pastoral care.

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

**Typical Functions**

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

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

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

2 April 2004
• Trial and report on innovative delivery strategies.

Organisational Relationships and Impact

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

Specialist Skills and Knowledge

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

General Background to Senior Educator Classifications

The Senior Educator class covers the following streams:

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

Definitions:

Co-ordinate: To bring into common action; to harmonise; to integrate.
Supervise: To oversee for direction; to inspect with authority; to guide and inspect with immediate responsibility for purpose or performance; to superintend.
Manage: To administer, supervise and coordinate staff and resources and achieve a predetermined outcome.
Lead: To lead or direct a course or in the direction of; to channel, to direct the operations of.
**Senior Educator 1 Classification**

**Classification Context and Task Level**

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

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

**Typical Functions**

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

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

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

**Organisational Relationship and Impact**

- Contribute to the development of institute-wide educational and administrative policies and procedures.
- Provide advice and make submissions to internal and external stakeholders.

2 April 2004
Provision of professional advice and assistance to teaching staff and Institute clients on curriculum, educational or consultative service requirements for innovative and effective education and training which meets the needs of learners, their Employers and the community. The work may involve contractually negotiated industry, public sector, and community-based programs.

Provide high-level professional advice and assistance to teaching staff and Institute clients.

Represent the Institute or the TAFE system to external bodies.

**Specialist Skills and Knowledge**

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

**Senior Educator 2 Classification**

**Classification Context and Task Level**

Employees appointed to positions at this classification:

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

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

**Typical Functions**

- Lead the design, development, delivery and evaluation of innovative, customised, high quality vocational education and training responses for identified students and clients.
- Manage recruitment and selection of staff.

2 April 2004
• Manage induction process.
• Provide support and mentoring to team.
• Assist staff to identify professional development opportunities.
• Provide staff coaching and counselling.
• Propose and implement a range of programs/courses for future delivery together with other Senior Educators and Teachers.
• Examine and make recommendations on alternative flexible delivery strategies.
• Initiate project development.
• Provide advice on improvements to records management systems.

Judgement, Problem Solving, Accountability and Extent of Authority

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

Organisational Relationships and Impact

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

Senior Educator 3 Classification

Classification Context and Task Level

Employees appointed to this classification:

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

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

Typical Functions

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

Judgement, Problem Solving, Accountability and Extent of Authority

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

Organisational Relationship and Impact

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

<table>
<thead>
<tr>
<th>Teaching Stream</th>
<th>Industry Consultancy Stream</th>
<th>Curriculum &amp; Project Design Stream</th>
<th>Management Stream</th>
</tr>
</thead>
<tbody>
<tr>
<td>Senior Educator Level 3</td>
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</tr>
</tbody>
</table>

Diagram:
- Teacher Level 4.2
- Teacher Level 4.1
- Teacher Level 3.2
- Teacher Level 3.1
- Teacher Level 2.2
- Teacher Level 2.1
- Teacher Level 1.2
- Teacher Level 1.1

2 April 2004
SIGNATORIES

For and on Behalf of the Australian Education Union:

..............................................................

Gillian Robertson,
Deputy Vice President, TAFE and Adult Provision Sector
Australian Education Union Victorian Branch

Date: 2 April 2004

For and on Behalf of the Employer Respondents to the Victorian TAFE Teaching Staff Multi-Employer Certified Agreement 2003

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David Williams,
Executive Director
Victorian TAFE Association
[In accordance with the delegated powers from the Victorian TAFE Association Inc. Administrative Committee.]

Date: 2nd April 2004