

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016 – s 193 – certification of an agreement

State of Queensland (TAFE Queensland)

AND

Queensland Teachers Union of Employees

Together Queensland, Industrial Union of Employees

(Matter No. CB/2019/136)

TAFE QUEENSLAND EDUCATORS CERTIFIED AGREEMENT 2019

Certificate of Approval

On 31 January 2020, the Commission certified the attached written agreement in accordance with section 193 of the *Industrial Relations Act 2016*:

Name of Agreement: TAFE QUEENSLAND EDUCATORS CERTIFIED AGREEMENT 2019

Parties to the Agreement:

- State of Queensland (TAFE Queensland);
- Queensland Teachers Union of Employees; and
- Together Queensland, Industrial Union of Employees.

Operative Date: 31 January 2020

Nominal Expiry Date: 30 June 2023

Previous Agreement: *TAFE Queensland Educators Certified Agreement 2016*

Termination Date of Previous Agreement: 31 January 2020

By the Commission

J.W. MERRELL
Deputy President
31 January 2020

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 2016, s.193

TAFE Queensland

AND

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

(No. CA/2019/136)

TAFE QUEENSLAND EDUCATORS CERTIFIED AGREEMENT 2019

APPLICATION FOR CERTIFICATION OF AGREEMENT

THE AGREEMENT, having been made under the *Industrial Relations Act 2016*, on the day of 2019 between the Chief Executive Officer of TAFE Queensland AND the Queensland Teachers Union of Employees; and Together Queensland, Industrial Union of Employees witness that the parties mutually agree as follows:

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PART 1 - Title and Operation

1. Title

This Agreement is known as the *TAFE Queensland Educators Certified Agreement 2019*.

2. Operation

- (a) This Agreement operates from the date of certification until the nominal expiry date of 30 June 2023.
- (b) The parties agree to commence negotiations not later than three months prior to the expiry of this Agreement, with a view to negotiating and settling a replacement Agreement.

3. Definitions and interpretation

Unless the context otherwise requires, in this Agreement:

Act means the *Industrial Relations Act 2016*.

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

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

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

Competitive Remuneration Allowance means an allowance which the Chief Executive Officer, TAFE Queensland has determined to be paid to an Educator or group of Educators, where appointment to the appropriate step of the relevant salary scale for a specific category of employee, is alone, insufficient to attract and/or retain suitably qualified and experienced Educators.

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

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

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

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

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

Lecture means a type of theory class without practicum content and with limited scope for interaction between the teacher and class participants due to the large number of students and the environment of a lecture theatre.

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

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

Practicum is the supervised practical application of knowledge into skills either simulated in a laboratory, workshop or in a workplace.

Programming means the process of allocating:

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

Programmed time means a total of:

- the combination of contact, non-contact time, scholarship and Recognition of Prior Learning; and/or
- non-traditional modes of delivery in accordance with clause 27.3(g).

QES means the Queensland Employment Standards contained in Part 3 of Chapter 2 of the Act.

QIRC means the Queensland Industrial Relations Commission.

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

- (a) Formal learning means learning that takes place through a structured program of instruction and is linked to an Australian Qualifications Framework qualification or Statement of Attainment.
- (b) Non-formal learning means learning that takes place through a structured program of instruction, but does not lead to an Australian Qualifications Framework qualification or Statement of Attainment (for example, in-house professional development program).
- (c) Informal learning means learning that results through experience of work-related, social, family or leisure activities (for example the acquisition of interpersonal skills through years of work experience in a relevant role).

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

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

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

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

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

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

2016 Agreement means the *TAFE Queensland Educators Certified Agreement 2016*.

2019 Agreement means this Agreement, that is, the *TAFE Queensland Educators Certified Agreement 2019*.

4. Coverage

- (a) This Agreement applies to Educators and short term casual employees engaged in Adult Community Education and other short courses as prescribed in Schedule 4 of the Award.
- (b) Notwithstanding clause 4(a), only the wages found in Appendix 1, at clauses A1.4 and A1.5, which reflect the wage increase at clause 11 of this Agreement will apply to the following callings of certain short term casual employees and pieceworkers as prescribed in Schedule 4 of the Award:
 - (i) Short term casual employees:
 - (A) Adult Community Education Tutor;
 - (B) Adult Community Education Teacher;
 - (C) Adult Community Education Lecturer Levels 1 to 3; and
 - (D) Short Course Facilitator Levels 1 to 9.
 - (ii) Pieceworkers engaged to:
 - (A) invigilate or mark student/s *International English Language Testing System* exam/s;
 - (B) examine the language ability of candidate/s under *International English Language Testing System*;
 - (C) train examiner/s to examine the language ability of candidates under the *International English Language Testing System* exam;
 - (D) mark student/s completed Certificate I or II or III exam paper/s;
 - (E) mark student/s completed Certificate IV or Diploma exam paper/s; and
 - (F) mark student/s completed Advanced Diploma exam paper/s.

5. Posting of Agreement

A copy of this Agreement must be displayed in a conspicuous place at the workplace, where it can be easily read by employees in the workplace. Electronic access to this Agreement, where available, is sufficient to meet the requirements of this clause.

6. Award, Industrial Instruments and this Agreement

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

7. Replacement of previous Certified Agreement

This Agreement replaces the *TAFE Queensland Educators Certified Agreement 2016*.

8. Existing employment conditions

- (a) The making of this Agreement is not intended to decrease entitlements or terms and conditions of employment as they existed immediately prior to the commencement of this Agreement by reason only of the coming into force of this Agreement.
- (b) As such, no employee is to suffer any loss or diminution of entitlements or terms of conditions of employment enjoyed immediately prior to the commencing of this Agreement.
- (c) It is a term of this Agreement that no person covered by this Agreement will receive a rate of pay, which is less than the corresponding rate of pay in the relevant parent Award.

9. No further claims

- (a) This Agreement is in full and final settlement of all parties' claims for its duration. It is a term of this Agreement that no party will pursue any extra claims relating to wages or conditions of employment whether dealt with in this Agreement or not.
- (b) This Agreement covers all matters or claims that could otherwise be subject to protected industrial action.
- (c) It is agreed that the following changes may be made to employee's rights and entitlements during the life of this Agreement:
 - (i) General Rulings (including State Wage Cases) and Statements of Policy issued by the Queensland Industrial Relations Commission that provide conditions that are not less favourable than current conditions;
 - (ii) Any improvements in conditions that are determined on a whole-of-government basis; and
 - (iii) Reclassifications.
- (d) Unless inconsistent with the terms of this Agreement, the entitlement of employees covered by this Agreement as contained in awards, certified agreements, Queensland Industrial Relations Commission orders, determinations or human resource policies that prescribe employment conditions formerly provided by a Directive was made will not be reduced for the life of this Agreement.
- (e) It is agreed that any increases in monetary amounts or other entitlements as a result of Queensland Industrial Relations Commission decisions or government policy will be applied.
- (f) The parties anticipate that Whole of Government policy may be amended in response to the Review of the Industrial Relations Framework and other works carried out over the life of this Agreement by the Public Service Commission and Gender Equity Employment Commissioner. TAFE Queensland is committed to amending employee entitlements with respect to gender equity in accordance with changes to Whole of Government policy,

where there is no diminution of entitlements. Amendments could include, but are not limited to, parental leave, annual progressions regardless of employment fraction and employment security.

10. Equity Considerations

- (a) This Agreement will achieve the principal objects specified in sections 4(i), 4(j) and 4(r) of the *Industrial Relations Act 2016*. We will respect and value the diversity of our employees through helping to prevent and eliminate discrimination.
- (b) In addition, the effect of this Agreement is not to allow any conduct or treatment, either direct or indirect that would contravene the *Anti-Discrimination Act 1991* and/or the *Human Rights Act 2019*.

11. New wage rates

- (a) The following wage increases will be available to employees covered by this Agreement:
 - (i) 2.5% per annum on and from 1 July 2019;
 - (ii) 2.5% per annum on and from 1 July 2020;
 - (iii) 2.5% per annum on and from 1 July 2021; and
 - (iv) 2.5% per annum on and from 1 July 2022.
- (b) The salary schedules are set out in Appendices 1, 5 and 6.

12. One-off payment

- (a) A one-off payment of \$1,250 (*pro rata* for part-time and casual employees) will be payable following certification of this Agreement to eligible employees. An eligible employee is defined as:
 - (i) a permanent or temporary Educator employed under this Agreement as at the date of certification of this Agreement (whether or not on paid or unpaid leave); or
 - (ii) an Educational Team Leader, Associate Lecturer, Lecturer or Senior Lecturer whose employment will be covered under this Agreement and who has advised TAFE Queensland of their decision to transition into coverage of the Agreement by 1 January 2020; or
 - (iii) a casual employee (excluding a pieceworker or a 'certain short term casual employee') who has worked a minimum of 100 days in the preceding 12 months as at the certification date of this Agreement.
- (b) An Educational Team Leader, Associate Lecturer, Lecturer or Senior Lecturer who elects to maintain their existing alternate employment arrangements and not transition into coverage under this Agreement, will not be eligible for this payment.

- (c) The one-off payment of \$1,250 will be paid on a proportionate basis as follows:
 - (i) for part-time employees, a *pro rata* amount based upon their full-time equivalent (FTE) employment status as at the date of certification of this Agreement (capped at \$1,250).
 - (ii) for casual employees, a *pro rata* amount based on the average hours of work in the preceding 12 months prior to certification of this Agreement (capped at \$1,250).
- (d) Eligible employees who have returned from parental leave on a part-time arrangement since 1 July 2019, will have their payment calculated based upon the greater of their FTE employment status:
 - (i) immediately prior to commencing parental leave; or
 - (ii) as at the certification date of this Agreement.
- (e) The one-off payment will be paid in the first available pay period following the certification date of this Agreement by the QIRC. In the case of Educational Team Leaders, Associate Lecturers, Lecturers and Senior Lecturers who have nominated to transition into coverage of this Agreement, the payment will be made in the first available pay period in January 2020 or should the Agreement not be certified by this date, in the first available pay period following certification of this Agreement.
- (f) The one-off payment will not form part of future certified agreements.

13. Transition to new Educator classification structure

The parties agree to a phased change in the Educator classification structure which will result in the following changes:

- (a) 1 January 2020:
 - (i) The 2016 Agreement Tutor Step 1 rate will be removed from the Tutor classification scale and replaced with a new role called Foundation Educator.
 - (A) No new appointments will occur at the 2016 Agreement Tutor Step 1 rate from 1 January 2020;
 - (B) Employees currently engaged at Tutor Step 1 as at the certification date of this Agreement will, upon serving 12 months satisfactory service at this step, increment via direct transfer to Tutor Step 1 (of the 2019 Agreement classification scale); and
 - (C) The duties, skills, experience and qualifications of a Foundation Educator are outlined in Appendix 2 of this Agreement.
 - (ii) Tutor Steps 2 to 4 in the 2016 Agreement classification structure will be renamed Tutor Steps 1 to 3 and the current incumbents directly transferred to the renamed classification steps and the associated incremental arrangements;
 - (iii) Step 5 of the 2016 Agreement Tutor classification scale will be removed from the classification structure, with all permanent Tutor Step 5 incumbents to be grand-parented at the salary rates applied to Senior Tutor 1 until such time, as they leave their Tutoring engagement with TAFE Queensland;

- (iv) A new classification of Senior Tutor will be created with two increment steps:
 - (A) The Senior Tutor classification is not an incremental move from the Tutor classification, rather appointments to this role will be made on merit and on a business needs basis; and
 - (B) The duties, skills, experience and qualifications required for the Senior Tutor role are outlined in Appendix 2 of this Agreement.
- (v) The 2016 Agreement Teacher Step 1 classification will be removed from the Teacher classification structure, with no new appointments to occur to this step from 1 January 2020. Incumbents on Teacher Step 1 will continue to be paid at the Teacher Step 1 rate of the 2016 Agreement scale until such time as they are due to increment to Teacher Step 2 (of the 2016 Agreement scale) at which time, they will be directly transferred to the Teacher Step 1 rate (in the 2019 Agreement scale) and increment through the new classification scale in accordance with clause 12.11 of the *TAFE Queensland Award – State 2016*;
- (vi) Teacher Steps 2 to 5 in the 2016 Agreement classification structure will be renamed Teacher Steps 1 to 4 and the incumbents directly transferred to the renamed classification steps in the 2019 Agreement classification structure;
- (vii) The salary barrier will remain at the Teacher Step 4 level of the 2016 Agreement scale (Step 3 in the 2019 Agreement classification scale).
- (viii) Teacher Steps 6 and 7 in the existing 2016 Agreement classification structure will be renamed Senior Teacher Steps 1 and 2, with current incumbents directly transferred to the renamed classification steps in the new 2019 Agreement classification structure:
 - (A) The roles, skills, experience and qualifications of a Senior Teacher are outlined in Appendix 2 of this Agreement.
- (ix) The role of Educational Team Leader will be added to the classification structure and become operational with no new appointments made to this classification using alternative employment arrangements. Prior to 1 January 2020, Educational Team Leaders engaged through alternative employment arrangements which have a nominated expiry date greater than 31 December 2019, must elect to either:
 - (A) transition to the classification structure and associated conditions of this Agreement and the *TAFE Queensland Award – State 2016* as at 1 January 2020; or
 - (B) remain employed through their alternative employment arrangement until such time as the nominated expiration date of the alternative arrangement.
- (x) The roles of Associate Lecturer, Lecturer and Senior Lecturer will be added to the classification structure and become operational. Prior to 1 January 2020, Associate Lecturers, Lecturers and Senior Lecturers who are engaged through alternative employment arrangements which have a nominated expiry date greater than 31 December 2019, must elect to either:
 - (A) transition to the classification structure and associated conditions of this Agreement and the *TAFE Queensland Award – State 2016*; or

- (B) remain employed through their alternative employment arrangement until such time as the nominated expiration date of the alternative arrangement.
 - (xi) Educational Team Leaders, Associate Lecturers, Lecturers or Senior Lecturers who are engaged through alternative employment arrangements which have a nominated expiry date of 31 December 2019 or earlier, will be appointed to the classification structure and associated conditions of this Agreement and the *TAFE Queensland Award – State 2016* should the Chief Executive Officer determine that continuation of their employment is required.
 - (xii) Transitions to Associate Lecturer, Lecturer or Senior Lecturer roles will be on a temporary or higher duties basis for the equivalent period of time as the nominated expiration date of the employee’s individual alternative employment arrangement or sooner, should the employee cease to be engaged in the role which they occupied as at 1 January 2020. Any extensions of the engagement and associated salary beyond this date, will be at the sole discretion of the Chief Executive Officer.
 - (xiii) Educational Team Leaders, Associate Lecturers, Lecturers and Senior Lecturers who elect to transition to the new classification structure in this Agreement will be appointed to the step on the relevant classification scale which is equivalent to the salary they are currently receiving through their alternative employment arrangement. If an equivalent step does not exist, they will be appointed to the next highest step on the relevant scale.
 - (xiv) Associate Lecturers, Lecturers or Senior Lecturers who elect to transition to the classification structure in accordance with clause 13(a)(x)(A) and who, at the expiry of the 2016 Agreement were being remunerated via alternative employment arrangements with a salary greater than the top step of the relevant classification scale to which they will be appointed, will receive a Competitive Remuneration Allowance for the required amount in order for their current salary to be maintained for a period of 12 months. Following the completion of the 12 month period, the Chief Executive Officer will perform a review to determine whether the Competitive Remuneration Allowance is still required or if it will be altered or removed, in which case, the employee will revert to being paid at the appropriate level of the classification scale to which they are appointed only.
 - (xv) An employee who is directly transferred or transitions to, an increment step or role within the 2019 Agreement classification structure, will have an anniversary date of 1 January commencing in 2020, for the purposes of calculating increment entitlements.
- (b) 1 January 2021:
- (i) The salary barrier will be moved from Teacher Step 3 of the 2019 Agreement classification structure to Teacher Step 4 of the 2019 Agreement Teacher classification structure. Completion of 12 months satisfactory service at Teacher Step 3 (of the 2019 Agreement classification structure) is still required to be completed before a Teacher can move from Step 3 to 4 (of the 2019 Agreement classification structure).
- (c) 1 January 2022:
- (i) A Senior Teacher Step 3 increment point will be added to the 2019 Agreement classification structure;

- (ii) Leading Vocational Teacher Step 1 in the 2016 Agreement classification structure will be removed, with no new appointments to this step to occur from 1 January 2022. Incumbents will continue to be paid at the 2016 Agreement Leading Vocational Teacher Step 1 rate of the scale until such time as they are due to increment to Leading Vocational Teacher Step 2 (of the 2016 Agreement classification scale) at which time, they will be directly transferred to the Leading Vocational Teacher Step 1 rate (in the 2019 Agreement scale) and increment through the new classification scale in accordance with clause 12.11 of the *TAFE Queensland Award – State 2016*; and
 - (iii) Leading Vocational Teacher Steps 2 and 3 in the 2016 Agreement classification structure will be renamed Leading Vocational Teacher Steps 1 and 2. Incumbents will be directly transferred to the renamed step in the scale and the associated incremental arrangements.
- (d) 1 January 2023:
- (i) A Leading Vocational Teacher Step 3 increment point will be added to the 2019 Agreement classification structure. Incumbents at Leading Vocational Teacher Step 2 in the 2019 Agreement scale, will be able to increment to this new step upon meeting 12 months of satisfactory service at Leading Vocational Teacher Step 2 (in the 2019 Agreement scale).
 - (ii) The roles, skills, experience and qualifications of a Leading Vocational Teacher are outlined in Appendix 2 of this Agreement.

14. Enterprise bargaining commitments

- (a) As a matter of priority, the parties agree to jointly submit a request to the Queensland Industrial Relations Commission to vary the *TAFE Queensland Award – State 2016* to provide incorporation and coverage of the Educational Team Leader and Higher Education classifications.
- (b) During the life of the Agreement the parties agree to:
 - (i) Develop a *Best Practice Programming Guide for Educators*;
 - (ii) Conduct a review of TAFE Queensland Online operating arrangements, programming, future business model, Non-attendance Time, and the existing Team-Based Working Arrangement;
 - (iii) Develop a procedure that outlines the process for the review of the employment status of casual employees after 12 months of regular and systematic employment;
 - (iv) Continue consultation on the proposed TAFE Queensland mental health and wellbeing strategy;
 - (v) Insert flexible work application provisions from Division 4 of the *Industrial Relations Act 2016* into an instrument within the TAFE Queensland policy and procedure framework;
 - (vi) Review the Temporary Employment Review section of the *TAFE Queensland Human Resources and Workforce Management Manual*;

- (vii) Review existing policy and procedure instruments related to occupational violence;
- (viii) Jointly develop and deliver Local Consultative Committee training and training on key changes to the Certified Agreement to representatives and key stakeholders across the organisation;
- (ix) Review of the TAFE Queensland *Disciplinary* procedure within the designated timeframes of the TAFE Queensland policy and procedure review cycle;
- (x) Review the class size definitions, requirements, risk assessments and ratios provided in the *TAFE Queensland Award – State 2016* for ‘wood machining’ and the definition of ‘live work’ and develop a Joint Statement which provides clarification around applicability and relativity to the educational delivery operations and programming needs of TAFE Queensland;
- (xi) Develop a universal Terms of Reference for Local Consultative Committees across the state;
- (xii) Develop a fact sheet for Local Consultative Committee members’ responsibilities and for this to be used for committee member training;
- (xiii) Insert a section into the *Human Resources and Workforce Management Manual* related to the fair allocation of work and setting of reasonable expectations of TAFE Queensland employees;
- (xiv) Review the reimbursement process and timeframes for travel expense claims submitted by employees for domestic and international travel; and
- (xv) Consult on the development of classification standards and employment conditions within the Higher Education classification structure and vary the parent Award appropriately.

PART 2 - Dispute Resolution

15. Prevention and settlement of disputes

- (a) The objective of this procedure is the resolution of any disputes over matters covered by this Agreement, including matters associated with programming, class sizes and workload management, by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- (b) Subject to legislation, while the dispute procedure is being followed, normal work is to continue except where the employee has a reasonable concern about an imminent risk to the employee’s health or safety. The *status quo* existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party will be prejudiced as to the final settlement by the continuation of work.
- (c) There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- (d) In the event of any disagreement between the parties as to the interpretation or implementation of this Agreement (including those related to programming and workload management), the following procedures will apply:

- Stage 1: The matter will be referred by the employee/s and/or their representative e.g. Union representative, to the appropriate management representative who will arrange a conference of the parties to discuss and attempt to resolve the matter. This process should not extend beyond five business days.
- Stage 2: If the disagreement is unable to be resolved using Stage 1 of this process, the matter should be referred for consideration to a sub-committee of the Local Consultative Committee. The sub-committee is to be comprised of educational employee representatives and management representatives as required, which may include the General Manager and/or a HR representative. The appointed sub-committee is to provide recommendations to the employee/s (and their Union representative, if applicable) and management within five business days.
- Stage 3: If the disagreement is unable to be resolved using Stage 2 of this process, the matter may be referred by either party to the TAFE Queensland Consultative Committee for consideration and action within ten business days.
- Stage 4: If the matter is not resolved using Stage 3 of this process, then either party may refer it to the Queensland Industrial Relations Commission. In terms of section 262 of the *Industrial Relations Act 2016*, the Commission is empowered to do all things necessary to prevent and/or settle the dispute and determine any matter in dispute.
- (e) All timelines outlined above may be altered by mutual agreement between the parties and confirmed in writing.
- (f) The parties acknowledge that, for matters not covered by this Agreement, other dispute resolution procedures will apply.

PART 3 – Types of Employment and Consultation

16. Permanent employment

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

17. Employment security

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

18. Casual employment

Casual employees should not:

- (a) be engaged on a regular and systematic basis;
- (b) be engaged for several periods of employment for more than one year; or

- (c) have a reasonable expectation of further employment with TAFE Queensland.

Where emergent circumstances exist, casual Educators may be engaged for up to either 21 hours of contact time per week or up to 36.25 total working hours per week, for a period of no more than a semester.

19. Consultation

19.1 Consultation principles

- (a) Where TAFE Queensland needs to make a decision about matters that significantly impact employees' employment circumstances, TAFE Queensland is committed to consult with affected employees and the Unions.
- (b) Consultation will:
 - (i) provide affected employees and the Union/s with relevant information in a timely manner;
 - (ii) allow a reasonable period of time to receive feedback, and take into account and consider, the views of the affected employees and the Union/s prior to the decision; and
 - (iii) provide affected employees and the Union/s with reasons for making a particular decision once a decision has been made.
- (c) Relevant information may include:
 - (i) providing a rationale for a proposed change;
 - (ii) clarifying the current state;
 - (iii) a vision for the future state; and
 - (iv) proposed transitional approach from current to future state focussing on identifying employee impacts.
- (d) Notwithstanding clause 19.1(b), TAFE Queensland will not be required to disclose confidential information, the disclosure of which would be adverse to TAFE Queensland's interests.
- (e) The parties are committed to the ongoing role of the TAFE Queensland Consultative Committee and the Local Consultative Committees.

19.2 Local Consultative Committees (LCC)

- (a) Each Region will also have a local level consultative committee made up of employee and employer representatives known as the Local Consultative Committee/s.
- (b) The Local Consultative Committee may, by agreement, subsume the role/s of any other consultative forums already in place.
- (c) The purpose of the Local Consultative Committee will be to consult on a broad range of local issues affecting Regional TAFE Queensland employees and is not confined to the discussion of matters arising from this Agreement including organisational change.

- (d) In addition, the parties agree that each Local Consultative Committee will deal with the issue of workload management. The activities of each Local Consultative Committee in the area of workload management should include, but not be limited to, the following:
 - (i) to undertake research on local workload management issues;
 - (ii) to address specific workload issues referred by staff of work units, employee representatives and/or management;
 - (iii) to develop expedient processes for referral of workload issues to the Local Consultative Committee;
 - (iv) based on research, develop strategies to improve immediate and long term workload issues; and
 - (v) to assess the implications of workloads from a workplace health and safety perspective and refer relevant matters to the Workplace Health and Safety Committee.
- (e) Matters not resolved at the Local Consultative Committees may be referred to the TAFE Queensland Consultative Committee for resolution.
- (f) The composition and functions of the Local Consultative Committees will be the subject of terms of reference agreed between the parties and amended by agreement from time to time.

19.3 TAFE Queensland Consultative Committee (TQCC)

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

- (iv) any significant variance in the number of permanent employees; and
- (v) the conversion of temporary employees to permanent status.

19.4 Consultation - introduction of changes

- (a) In addition to clause 11 of the Award, TAFE Queensland is committed to providing stability by limiting organisational restructuring and contracting-out of services.
- (b) These commitments are effected through the application of the Government's policy on *Employment Security* and *Contracting-Out of Government Services*.
- (c) TAFE Queensland will provide in writing to the members of the relevant Local Consultative Committee their intention to implement organisational changes that may affect the employment security of employees, prior to the commencement of any planned changes. This will include all information required to be provided in accordance with clauses 10 and 11 of the Award. TAFE Queensland will also, where requested, provide the Unions with a listing of the affected employees comprising name, job title and work location.
- (d) It is acknowledged that management has a right to implement changes to ensure the effective delivery of services by TAFE Queensland. The consultation process will not be used to frustrate or delay the changes but rather ensure that all viable options are considered. If this process cannot be resolved at the Local Consultative Committee in a timely manner either party may refer the matter to TAFE Queensland Consultative Committee for resolution.
- (e) Permanent TAFE Queensland employees will not be forced into unemployment as a result of organisational change or changes in organisational priorities. Where changes to employment arrangements are necessary, there will be active pursuit of retraining and redeployment opportunities.
- (f) The TAFE Queensland activities that support the employee's active pursuit of opportunities may include:
 - (i) the appointment of a case manager;
 - (ii) suitability assessments;
 - (iii) suitability reports;
 - (iv) case management review;
 - (v) salary maintenance; and
 - (vi) expression of interest in a voluntary redundancy.
- (g) There is a responsibility on the employee to meaningfully participate in the opportunities made available. Employees will comply with the deployment and redeployment activities, including the requirement that they participate actively in the deployment process.
- (h) In exceptional circumstances TAFE Queensland may determine that all reasonable placement efforts have been undertaken and it is not appropriate to continue these efforts, in which case retrenchment may result. This may include where an employee refuses to participate or cooperate in these processes.

- (i) TAFE Queensland must provide relevant information to the Unions when it intends to make employees redundant, where an employee may be genuinely redundant or may be retrenched. Such information must be provided at the same time TAFE Queensland's intentions are communicated to the employee. An affected employee must be provided with sufficient notice of TAFE Queensland's intention to make the employee redundant or retrenched to allow the employee to seek relevant independent advice.

20. Joint statements

- (a) Joint statements may be developed and issued to provide clarity on matters that represent an agreed position of TAFE Queensland and the Unions.
- (b) Where a joint statement is issued, TAFE Queensland, the Union/s and affected employees will comply with the joint statement for the life of this Agreement.

21. Facilitative Provisions

- (a) Nothing in this Agreement prevents the parties from identifying flexibilities or changes to be implemented by mutual agreement.
- (b) There must be:
 - (i) consultation with affected employees;
 - (ii) agreement by the employee representatives covering the affected employees; and
 - (iii) agreement by all relevant parties at the TAFE Queensland Consultative Committee.
- (c) Provided that where agreement cannot be reached, the parties may access the disputes procedures set out in clause 15 of this Agreement.
- (d) Any such change must be documented and made available to all employees directly or indirectly affected by the proposal.
- (e) If an appropriate flexibility provision is contained in the Award then the parties may implement changes in accordance with the Award provision.
- (f) Where an identified flexibility or change affects an award condition of employment then the parties must effect the change through a certified agreement made pursuant to the provisions of the *Industrial Relations Act 2016*.

PART 4 – Salary Levels, Allowances and Related Matters

22. Classifications and salary levels

22.1 Educator classification standards

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

22.2 Increments

- (a) Subject to clause 22.2(b) to (e), Educators who have received a salary at a particular classification level and step for a period of 12 months, may increment from one step to the next highest step within the classification level.

- (b) Notwithstanding anything contained elsewhere in this Agreement, an Educator is not entitled to move to the next salary increment level by virtue of this Agreement if the conduct, diligence, and efficiency of the employee has been certified to be unsatisfactory by the Chief Executive Officer.
- (c) If any increase prescribed by this Agreement is withheld from or refused to be granted to any Educator, such employee will be given an opportunity to show cause to the Chief Executive Officer why such increase should not be withheld.
- (d) A Teacher must possess an approved teaching qualification to increment beyond the salary barrier of the relevant agreement classification structure as outlined in clause 13 and Appendix 1.
- (e) Teachers are eligible to progress to Leading Vocational Teacher Step 1 provided the employee:
 - (i) signs an agreement to perform an additional duty or duties negotiated within the teaching team and agreed between the teaching team and Manager and subject to endorsement by the LVT Peer Review Committee;
 - (ii) holds an approved teaching qualification; and
 - (iii) has completed 12 months at classification level Teacher Step 7 of the 2016 Agreement classification structure, or Senior Teacher Step 3 of the 2019 Agreement classification structure or, if prior to 31 December 2021, Senior Teacher Step 2 of the 2019 Agreement classification structure.
- (f) Increments for a Leading Vocational Teacher will be subject to:
 - (i) the Manager and the employee agreeing to renew the additional duties agreement prescribed in Appendix 2, clause A2.6(a)(vii), or negotiation of a new agreement to perform additional duties, or additional duties negotiated within a teaching team and agreed between the Manager and the teaching team and subject to endorsement by the LVT Peer Review Committee.
 - (ii) endorsement from their Manager that their conduct was satisfactory, they performed diligently and efficiently at the particular classification level and step for a period of 12 months and they are not currently the subject of either an unsatisfactory performance or disciplinary process.
- (g) A Leading Vocational Teacher will increment from the date the Manager and the employee have both signed the additional duties agreement as prescribed in clause 22.2(e)(i).
- (h) There will be no quotas to limit the number of Leading Vocational Teachers.
- (i) The classification of Leading Vocational Teacher can be removed, reduced or altered where performance issues are identified and managed:
 - (i) through an unsatisfactory performance process; and
 - (ii) where it is deemed as an outcome of that unsatisfactory performance process that the Leading Vocational Teacher has failed to perform the additional duties that are reasonably within the employees' capacity to complete.

- (j) A Leading Vocational Teacher will revert to classification level Teacher Step 7 of the 2016 Agreement classification structure, or Senior Teacher Step 3 of the 2019 Agreement classification structure or if prior to 31 December 2021, Senior Teacher Step 2 of the 2019 Agreement classification structure when:
 - (i) the employee voluntarily terminates their agreement to perform additional duties, or
 - (ii) TAFE Queensland removes an agreement to perform additional duties in accordance with clause 22.2(i).
- (k) In the instance that a Leading Vocational Teacher is unable to perform agreed additional duties through no fault of the Leading Vocational Teacher concerned or due to compassionate and/or significant personal circumstances:
 - (i) reversion is not an option for management; and
 - (ii) duties may be reallocated subject to consultation with the Teaching team.
- (l) A Leading Vocational Teacher who has reverted to classification level Teacher Step 7 of the 2016 Agreement classification structure, or Senior Teacher Step 3 of the 2019 Agreement classification structure or if prior to 31 December 2021 Senior Teacher Step 2 of the 2019 Agreement classification structure, may restate their acceptance of additional duties and be appointed to classification level Leading Vocational Teacher Step 1.

22.3 Emergent staffing - Educators

- (a) In emergent circumstances and subject to the agreement of the Unions and clauses 22.3(b) and (c), the General Manager may determine that an Educator be placed on any classification level and step that they appropriately qualified to be appointed to and the employee shall assume the duties of the role to which they are appointed.
- (b) A Teacher will possess minimum qualifications, skills and experience as prescribed in Appendix 2, clause A2.4(c) and clause A2.4(d).
- (c) An Educator may only be placed at the Senior Teacher or Leading Vocational Teacher classification level where they possess an approved teaching qualification.
- (d) While emergent circumstances may vary, the General Manager will consider:
 - (i) the business needs of the Region including isolation of the location, the local industry training needs and the ability to attract and retain Educators;
 - (ii) qualifications including teaching, industry, licenses, tickets, professional body credentials, accreditation and registration;
 - (iii) skills including the ability to teach a broad range or higher level of qualifications/courses, expertise in business development, industry liaison, or financial, project or relationship management, or shortage of or specialist skills required for a particular content area;
 - (iv) experience including teaching experience in the type, currency, length, breadth and range of delivery methods, and length and breadth of industry experience; and
 - (v) labour market competition including remuneration differentials and the ability to attract and retain Educators.

- (e) The General Manager will demonstrate a clear and direct linkage between the classification level and step an Educator is placed and the emergent circumstances.
- (f) General Managers will not approve the placement of an Educator prescribed by clause 22.3 unless there is a compelling reason/s.

22.4 Competitive Remuneration Allowance

- (a) The Chief Executive Officer may determine that a Competitive Remuneration Allowance be paid to an educator or group of educators, where appointment to the appropriate step of the relevant salary scale for a specific category of employee, is alone, insufficient to attract and/or retain suitably qualified and experienced educators.
- (b) The decision of whether payment of a Competitive Remuneration Allowance is required will be based on the business needs of TAFE Queensland and in consideration of labour market competition, including remuneration differentials.
- (c) The Chief Executive Officer will demonstrate a clear and direct linkage between the Competitive Remuneration Allowance to be paid and the business needs of TAFE Queensland.
- (d) The payment of a Competitive Remuneration Allowance will occur in accordance with TAFE Queensland policy and procedure and will not be approved unless there is a compelling reason to do so.
- (e) In all cases, the determination of the quantum and length of time that a Competitive Remuneration Allowance is paid to an Educator, will be at the absolute discretion of the Chief Executive Officer and will be reviewed annually, or sooner should the need arise.
- (f) Upon review, the Chief Executive Officer will determine whether the Competitive Remuneration Allowance will continue to be paid, altered, reduced or removed.
- (g) A Competitive Remuneration Allowance may also be withheld, removed, reduced or altered where performance and/or discipline issues are identified and managed through an appropriate unsatisfactory performance process and/or disciplinary process.
- (h) Where a Competitive Remuneration Allowance is removed, the employee will revert to being paid their base fortnightly salary only.

22.5 Casual and overtime rates of pay for contact duties for Educators

22.5.1 Casual rates of pay for Educators

The following rates of pay shall be applicable to casual Educators in lieu of those prescribed in clause 8.3 (h) of the *TAFE Queensland Award – State 2016*:

- (a) a **casual Teacher** shall be paid the hourly equivalent of classification level Teacher Step 4 of the 2016 Agreement classification structure (Teacher Step 3 of the 2019 Agreement classification structure);
- (b) the hourly rate in clause 22.5.1 (a) shall be calculated by dividing the appropriate fortnightly salary by 42 and adding 23% for engagements between the hours of 0800 and 1800 Monday to Friday;

- (c) the hourly rate referred to in clause 22.5.1 (b) includes payment for programmed time;
- (d) a **casual Tutor** shall be paid the hourly equivalent of 70% of classification level Teacher Step 4 of the 2016 Agreement classification structure (Teacher Step 3 of the 2019 Agreement classification structure). The hourly rate provision for a casual Tutor shall be calculated by dividing the appropriate fortnightly salary by 64 and adding 23% for engagements between the hours of 0800 and 1800 Monday to Friday;

22.5.2 Overtime rates of pay for Educators

The following rates of pay shall be applicable to Educators in lieu of those prescribed in clause 18.1 (a) (b) (m) and (n) of the *TAFE Queensland Award – State 2016*:

- (a) The overtime rate for a Teacher/Senior Teacher/Leading Vocational Teacher is calculated by dividing the fortnightly salary of classification level Teacher Step 4 of the 2016 Agreement classification structure (Teacher Step 3 of the 2019 Agreement classification structure) by 42 and adding 23% for engagements within the spread of hours. This hourly rate includes payment for programmed time.
- (b) The overtime rate for a Tutor/Senior Tutor is calculated by dividing 70% of the fortnightly salary of classification level Teacher Step 4 of the 2016 Agreement classification structure (Teacher Step 3 of the 2019 Agreement classification structure) by 64 and adding 23% for engagements within the spread of hours.
- (c) For work performed as overtime on a Saturday, an Educator shall be paid at one and one-half times the overtime rate of pay as defined in clause 22.5.2 (a) and (b).
- (d) For work performed on a Sunday, an Educator shall be paid at double the overtime rate of pay as defined in clauses 22.5.2 (a) and (b).

22.6 Casual and overtime rate of pay for non-contact duties for Educators

- (a) In addition to the casual and overtime rates of pay and associated conditions for Educators in the *TAFE Queensland Award – State 2016* and in clause 22.5 of this Agreement, the following hourly rates and conditions shall apply for casual Teacher engagements and for Teachers/Senior Teachers/Leading Vocational Teachers performing overtime, for non-contact time duties (including Recognition of Prior Learning).
- (b) The list of recognised non-contact time duties is provided in Appendix 2 of this Agreement and includes the performance of Recognition of Prior Learning activities.
- (c) The **casual** hourly rate for non-contact time duties is calculated by dividing the fortnightly salary of classification level Teacher, Step 4 of the 2016 Agreement salary structure (Teacher Step 3 of the 2019 Agreement salary structure) by 72.5 and adding 23% for engagements between the hours of 0800 and 1800 Monday to Friday.
- (d) All casual non-contact duties hours worked before 0800 and after 1800 Monday to Friday or on Saturday shall be paid at one and one-half times the ordinary hourly rate as defined in clause 22.6 (c).
- (e) All casual non-contact duties hours worked on Sundays shall be paid at double the ordinary hourly rate as defined in clause 22.6 (c) .

- (f) All casual non-contact duties hours worked on public holidays shall be paid at double time and one-half the ordinary hourly rate as defined in clause 22.6 (c).
- (g) The **overtime** hourly rate for non-contact time duties performed by a Teacher/Senior Teacher/Leading Vocational Teacher is calculated by dividing the fortnightly salary of classification level Teacher Step 4 of the 2016 Agreement classification structure (Teacher Step 3 of the 2019 Agreement classification structure) by 72.5 and adding 23% for engagements within the spread of hours.
- (h) For work performed as overtime on a Saturday, an Educator shall be paid at one and one-half times the overtime rate of pay as defined in clause 22.6 (g).
- (i) For work performed on a Sunday, an Educator shall be paid at double the overtime rate of pay as defined in clauses 22.6 (g).
- (j) For work performed on a public holiday an Educator shall be paid at the rate prescribed in clause 27.1 of the *TAFE Queensland Award – State 2016*.
- (k) All forms of overtime that result in either the payment of overtime rates of pay or the accumulation of time off in lieu must be approved in advance by the General Manager.
- (l) No claim for overtime will be approved where an Educator elects to work solely for their own benefit or convenience.
- (m) Where casual Educators or Educators performing overtime, perform a mixture of standalone non-contact time duties and contact time delivery hours, the Educator is to be paid at the applicable casual or overtime hourly rate for the nature of the duties performed.
- (n) The hourly rate of pay for casual and overtime non-contact-time duties is to be used for standalone non-contact duties engagements and is not to be used to remunerate Educators for the programmed time allocation already included as part of the casual and overtime rate of pay for contact duties, i.e. there is to be no double counting.

23. Salary packaging

- (a) Salary packaging is available for employees covered by this Agreement.
- (b) TAFE Queensland is to apply the following principles for employees that avail themselves of salary packaging:
 - (i) as part of the salary package arrangements, the costs for administering the package, including fringe benefits tax, are met by the participating employee;
 - (ii) there will be no additional increase in superannuation costs or to fringe benefits payments made by TAFE Queensland;
 - (iii) increases or variations in taxation are to be passed to employees as part of their salary package;
 - (iv) where mandated by relevant government policies, employees must obtain independent financial advice prior to taking up a salary package. Where no mandatory requirement exists, it is ***strongly recommended*** to all employees to seek independent financial advice when entering into a salary packaging arrangement for the first time, or adding new item/s to an already agreed packaging arrangement;

- (v) TAFE Queensland will pass on to the employee any Input Tax Credits it receives as part of salary packaging;
 - (vi) there will be no significant additional administrative workload or other ongoing costs to TAFE Queensland;
 - (vii) any additional administrative and fringe benefit tax costs are to be met by the employee; and
 - (viii) any increases or variations to taxation, excluding payroll tax that result in additional costs are to be passed on to the employee as part of the salary package.
- (c) The employee's salary for superannuation purposes and severance and termination payments will be the gross salary, which the employee would receive if not taking part in flexible remuneration packaging.
 - (d) Subject to federal legislation, employees may elect to adjust their current salary sacrifice arrangements to sacrifice up to 100% of salary to superannuation.

24. Career paths

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

PART 5 – Programming, Hours of Work and Related Matters

25. Ordinary hours of work

The ordinary hours of duty for an Educator, exclusive of meal breaks will be a maximum of:

- (a) 36.25 hours per week;
- (b) 10 hours per day (9 hours of contact time); and
- (c) 5 consecutive days or other hours as recorded in the table at clause 15.1 (b) of the *TAFE Queensland Award – State 2016*.

26. Workload management

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

initiatives including machinery of government changes that may have an impact on the workloads of affected employees.

27. Programming

27.1 Programming principles

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

27.2 Yearly plan

- (a) A yearly plan will be developed for each teaching team by agreement between TAFE Queensland and the teaching team prior to the commencement of delivery. The yearly plan will be developed with sufficient lead time for management approval and other processes, such as marketing, enrolment and dispute resolution.
- (b) Each yearly plan will allocate time to:
 - (i) Programmed time (including time on and off campus and recognition of prior learning);
 - (ii) Non-attendance time;
 - (iii) Professional development (including release to industry);
 - (iv) Moderation and validation;
 - (v) Staff meetings;
 - (vi) Annual leave;
 - (vii) Long service leave;
 - (viii) Public holidays;
 - (ix) Time off in lieu (where applicable);
 - (x) Student orientations and work integrated learning activities;
 - (xi) Project work; and
 - (xii) Other incidental activities.
- (c) A yearly plan will be in a form approved by TAFE Queensland.

- (d) A yearly plan will not disadvantage employees in relation to their employment conditions prescribed in the *TAFE Queensland Award – State 2016* and the Queensland Employment Standards.
- (e) A yearly plan will be flexible and responsive to the needs of TAFE Queensland, employees, industry and students by:
 - (i) Maximising resources including rooms, equipment, revenue, staffing;
 - (ii) Realising budget efficiencies;
 - (iii) Maintaining an equitable distribution of workload across the teaching team;
 - (iv) Adapting to unplanned absences; and
 - (v) Accommodating minimum requirements for student contact to ensure delivery timetables are pedagogically sound and in accordance with the Vocational Education and Training Quality Framework and, where applicable, the Commonwealth Register of Institutions and Courses for Overseas Students (CRICOS).
- (f) TAFE Queensland may alter a yearly plan of teaching team to meet the needs prescribed in clause 27.2(e) in consultation with the teaching team and Unions.

27.3 Delivery timetable

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

27.4 Complex Delivery

- (a) The following replaces clause 15.1(d) of the Award.

A Teacher, Senior Teacher or Leading Vocational Teacher with a complex teaching load will have a delivery timetable with a maximum of 18 hours of contact time per week or will be provided with appropriate tutorial or teaching assistance, as required.

- (b) The following replaces clause 15.1(e) of the Award.

A Tutor or Senior Tutor with a complex tutoring load will have a delivery timetable with a maximum of 21 hours of contact time per week or will be provided with appropriate assistance, as required.

- (c) A complex teaching or tutoring load is one that in the circumstances of the individual competent and professional Educator, the student cohort and units of competency being delivered, reasonably requires more than the usual amount of non-contact time. This determination will be considered as part of the team programming and delivery timetabling processes.

28. Team-based Working Arrangements

- (a) A Team-based Working Arrangement is an agreement to the variation of working hours, particular work practices and/or conditions of employment in specified areas of TAFE Queensland's educational delivery, or related to a particular group of Educators.

- (b) TAFE Queensland and the majority of employees in a relevant team/discrete section/work group may agree to establish a Team-based Working Arrangement in consultation with the relevant union/s.

- (c) A Team-based Working Arrangement may vary the effect of employment conditions for TAFE Queensland and the relevant employees of a team, limited to:

- (i) ordinary hours of duty;
- (ii) spread of hours;
- (iii) payment for working ordinary hours (including computed time);
- (iv) meal breaks;
- (v) rest pauses;
- (vi) compensation for overtime;
- (vii) non-attendance time; and
- (viii) class sizes.

- (d) A Team-based Working Arrangement should deliver greater flexibility in working arrangements to continue to meet student, TAFE Queensland and employee needs while supporting increased productivity and reduced costs while upholding programming, legislative and regulatory requirements.

- (e) A Team-based Working Arrangement will not disadvantage employees in relation to their employment conditions prescribed in the *TAFE Queensland Award – State 2016* (the Award) and the Queensland Employment Standards.
- (f) A Team-based Working Arrangement shall have effect in accordance with its terms while it remains valid and current and shall prevail over any inconsistency between the Team-based Working Arrangement and the Award and/or this Agreement.
- (g) A Team-based Working Arrangement will be consistent with TAFE Queensland's responsibilities to provide a safe and healthy working environment.
- (h) A Team-based Working Arrangement will be for a maximum of 12 months in length, after which a review of the arrangement must be undertaken.
- (i) Any issues that are a barrier to the development of a new Team-based Working Arrangement or any disputes in relation to the content or application of a Team-based Working Arrangement, are to be managed in accordance with the dispute resolution process outlined in clause 15 of this Agreement.

28.1 Coverage – Team Based Working Arrangements

- (a) A Team-based Working Arrangement may cover an entire teaching team or discrete sections or work groups (a sub-group) within teams and may be made for specific events or activities (for example high intensity, low frequency delivery, industry specific hours of work).
- (b) Where a discrete section or work group (a sub-group) within a team is to be identified for the purposes of designing a Team-based Working Arrangement, this will be in consultation with the relevant union/s.
- (c) Once approved, a Team-based Working Arrangement will apply to all members of the teaching team or identified grouping, including Educators who join the team or identified grouping after the arrangement is made. A team member may request their personal circumstances be taken into account when developing a Team-based Working Arrangement, as per clause 27.3(d) of this Agreement.
- (d) A Team-based Working Arrangement may apply to a sub-group that includes an individual Educator within a teaching team where the requirements for delivery are specific to a particular circumstance or location.

28.2 Types of Team-based Working Arrangements

- (a) A Team-based Working Arrangement must be categorised as a 'Recognised' Team-based Working Arrangement or as a 'New' Team-based Working Arrangement, with the following meaning to be applied:
 - (i) 'Recognised' Team-based Working Arrangement means a streamlined arrangement derived from those arrangements previously implemented effectively and successfully in TAFE Queensland. A 'Recognised' Team-based Working Arrangement attracts the approval process required under clause 28.3 of this Agreement.

A 'Recognised' Team-based Working Arrangement may be implemented to facilitate 'high intensity, low frequency' programming requirements in a teaching

team/discrete section/work group or to facilitate a shift in the spread of ordinary hours of a teaching team/discrete section/work group.

Where agreements currently exist (even if not currently formalised through a Team-based Working Arrangement) between an Educator/s and their Region whereby an Educator/s works up to 12 hours per day in certain circumstances, for example, on-site delivery in mining communities, for the purposes of this Agreement, such arrangements will be considered to be 'Recognised' arrangements and follow the approval process outlined in clause 28.3.

- (ii) 'New' Team-based Working Arrangement means an arrangement whereby a new arrangement is being created or proposed in a teaching team/discrete section/work group in accordance with clause 28(a) of this Agreement and which attracts the approval process required under clause 28.4 of this Agreement.

28.3 Approving a 'Recognised' Team-based Working Arrangement

- (a) A 'Recognised' Team-based Working Arrangement created under clause 28 of this Agreement can be approved by the relevant General Manager if:
 - (i) it has the support of the manager and the majority of the affected members of the teaching team/discrete section/work group; and
 - (ii) is recorded and signed on an approved template; and
 - (iii) relates to high intensity:low frequency, a shift in the ordinary hours or a shift in the spread of ordinary hours; and
 - (iv) is recorded in the Local Consultative Committee register for Team-based Working Arrangements.
- (b) A 'Recognised' Team-based Working Arrangement can be implemented once this approval has been obtained.
- (c) Members of the Local Consultative Committee can review 'Recognised' Team-based Working Arrangements at any time.

28.4 Approving a 'New' Team-based Working Arrangement

- (a) A 'New' Team-based Working Arrangement will be subject to the approval of the Local Consultative Committee.
- (b) A draft Team-based Working Arrangement with support of the relevant manager and the majority of the affected members of the teaching team/discrete section/work group, must be submitted to the Local Consultative Committee for review and approval.
- (c) Management, members of teaching teams and the Local Consultative Committee should all endeavour to progress Team-based Working Arrangements in a timely manner. TAFE Queensland Regions may implement additional steps in line with operational and reporting structures, however, these steps must be endorsed by the Local Consultative Committee. The Local Consultative Committee must consider the following criteria for approval:
 - (i) that the coverage of the Team-based Working Arrangement is clear and appropriate;

- (ii) that the Team-based Working Arrangement does not result in a reduction of overall entitlements of affected members of the teaching team under the TAFE Queensland Award – State 2016;
 - (iii) the impact on student and/or client experience and outcomes;
 - (iv) any workplace health and safety impacts for staff and students;
 - (v) the circumstances in which the Team-based Working Arrangement will apply;
 - (vi) duration of the Team-based Working Arrangement, with commencement and expiration dates clearly identified; and
 - (vii) that the programming principles in clause 27.1 of this Agreement have been observed.
- (d) The Local Consultative Committee should also be aware of the application of the Queensland Employment Standards (QES) when considering draft Team-based Working Arrangements.
 - (e) A proposed Team-based Working Arrangement which meets the criteria outlined in clause 28.4 in this Agreement, may be approved by the Local Consultative Committee.
 - (f) If changes are recommended as a result of consultation, the revised Team-based Working Arrangement must be supported by management and the majority of the affected members of the teaching team/discrete section/work group before the Local Consultative Committee can approve the Team-based Working Arrangement.
 - (g) Implementation of a Team-based Working Arrangement can only commence once it has been approved by the Local Consultative Committee.
 - (h) Once a Team-based Working Arrangement has been approved, a copy of the Team-based Working Arrangement document is to be provided to all members of the teaching team (including relevant managers and supervisors), and recorded on a register of the Local Consultative Committee.
 - (i) A copy of all approved ‘New’ Team-based Working Arrangements will be provided to the Chief Human Resources Officer for tabling at the TAFE Queensland Consultative Committee.
 - (j) The Local Consultative Committee will monitor delivery of the agreed outcomes during the life of the Team-based Working Arrangement.

28.5 Replacing or Terminating a Team-based Working Arrangement

- (a) A Team-based Working Arrangement ceases on its nominated expiry date, unless otherwise determined to replace or extend.
- (b) Where either management or the members of the teaching team wish to replace or terminate a Team-based Working Arrangement, with or without amendments, the parties will meet to discuss the replacement of the existing arrangement and any changes to the Team-based Working Arrangement prior to its expiry.

- (c) Where management and the majority of affected employees agree to the replacement Team-based Working Arrangement, the Team-based Working Arrangement will be forwarded to the Local Consultative Committee for noting if related to a 'Recognised' Team-based Working Arrangement and approval for a 'New' Team-based Working Arrangement, observing clauses 28.3 and 28.4.
- (d) A Team-based Working Arrangement may be terminated by TAFE Queensland or the majority of employees in the relevant team/discrete section/work group by giving four weeks' written notice, effective from the last day of a semester. The Local Consultative Committee shall formally record the termination of the Team-based Working Arrangement in the register and advise the Chief Human Resources Officer and the relevant unions.

29. Recognition of prior learning

- (a) Recognition of prior learning, as defined at clause 3 of this Agreement, requires the Educator to complete a number of tasks which may include:
 - (i) reviewing evidence submitted;
 - (ii) conducting a professional conversation with the candidate to evaluate their knowledge and skills;
 - (iii) observing the candidate perform competency related tasks; and
 - (iv) making an judgement of competency and/or credit transfers.
- (b) The time allocated for Educators to complete recognition of prior learning will:
 - (i) be subject to the number, range, complexity and Australian Qualifications Framework level of units being assessed;
 - (ii) be allocated in no less than 15 minute blocks;
 - (iii) be agreed in advance, where possible; and
 - (iv) not exceed the maximum programmed hours per week without agreement.
- (c) The yearly plan and the delivery timetable will be amended to record the time the Educator is allocated to complete recognition of prior learning.
- (d) The time allocated will be recorded in the yearly plan and delivery timetable as recognition of prior learning.

30. Class sizes

- (a) The following is to be read in conjunction with clause 20 of the *TAFE Queensland Award – State 2016*.
- (b) While class sizes may be varied by agreement, after consultation between TAFE Queensland, the Educator and the Unions, such flexibility will not be interpreted as a general policy for the averaging of class sizes.

- (c) Computer Based Training, Computer Managed Learning, on-line or blended delivery and Self-paced learning or combinations thereof are to be negotiated by the parties.
- (d) Associate Diploma and Diploma lectures may have class sizes of up to 120 students per Educator providing that the Educator is not responsible for assessing more than 30 of the students attending the lecture.
- (e) Higher Education lectures may have class sizes up to 300 students per Educator.
- (f) An Educator responsible for delivering a lecture will not be solely responsible for all assessment activities of the class cohort. Educators who are responsible for delivering lectures will be supported through tutorial assistance appropriate to the associated practicum class size.
- (g) Where sufficient tutorial support is not available, the Educator's program must provide additional non-contact time for the Educator, with an equivalent reduction in contact time.
- (h) It is recognised that an Educator cannot physically supervise every student in each class at all times. The term "practicable", as used in the *Workplace Health and Safety Act 2011* means that supervision provided by the teacher will:
 - (i) Ensure that students are correctly instructed in the use of equipment and that students are aware of the safety requirements of the task. Once correctly instructed, students have a duty of care to behave in accordance with those instructions. Educators should maintain adequate supervisory control to ensure adherence to these instructions.
 - (ii) Ensure close supervision of activities which could be deemed not a normal task or skill, or which are particularly hazardous.
 - (iii) Ensure personal compliance with safety requirements, such as protective clothing.
- (i) Life skills classes means classes which are to improve literacy, numeracy and competence of students in work related subjects (including Certificate and Associate Diploma subjects), whether conducted at the campus or externally.
- (j) Live work means practical work where students are performing tasks on full scale exercises conducted on campus, including workshops, and at locations external to the campus.
- (k) Practical work means work performed by students in a workshop environment.

31. Preparation

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

- (a) Confirming understanding of the packaging rules and requirements of the training package and/or accredited course units to be delivered and ensuring that planned training activity will meet those requirements;
- (b) Review, update and/or develop course-related information at a qualification and/or unit level, including but not limited to:
 - (i) Qualification Guide;

- (ii) Unit of Study Guide/s;
 - (iii) Learner Guide/s;
 - (iv) Assessment tools and instruments, including marking criteria, observation checklist, benchmark answers and mapping matrix;
 - (v) Recognition of Prior Learning assessment tools including candidate guide, assessor guides and mapping matrix;
 - (vi) Content delivery schedule/lesson plans;
 - (vii) Learning and training resources;
 - (viii) Course orientation materials for existing or future programs; and
 - (ix) Preparing for workplace learning, such as ensuring the templates for Provider Risk Assessments and the Logbook for Vocational Placements are up to date for future issue.
- (c) Uploading all relevant learning and assessment resources and undertake all other requirements for the learning management system ready for delivery and assessment or organise printing of resources ready for distribution.
 - (d) When an Educator is subject to a formal managing unsatisfactory performance process, the Educator is to supply their manager for review and approval, an outline of duties which will be performed and completed, prior to the commencement of delivery. The Educator's manager has the discretion to approve the outline of duties provided by the Educator, partially amend the outline or direct the Educator to perform a range of alternate duties in order to be ready prior to commencement of duty.

PART 6– Educator professionalism, responsibilities and related matters

32. Non-attendance time

- (a) Educators will use their discretion to determine how they will utilise non-attendance time. Educators may choose, but are not required to, conduct their normal programmed time duties during non-attendance time.
- (b) TAFE Queensland and the teaching team will ensure the yearly plan and delivery timetable, for the six months after the return from non-attendance time, are agreed and available to Educators no less than four weeks prior to the commencement of non-attendance time. This is to facilitate the Educators' preparation as prescribed in clause 31.
- (c) An Educator is required to be reasonably contactable by TAFE Queensland while on approved periods of non-attendance time.
- (d) Upon return from non-attendance time Educators will be prepared to commence delivery.

33. Professional Development and Release to Industry

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

34. Currency

34.1 Current vocational industry skills

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

- (v) undertaking accredited training;
- (vi) returning to work or industry release; and
- (vii) other activities deemed appropriate following consultation with industry.

34.2 Current vocational training, learning and assessment knowledge and skills

- (a) In order to meet the requirements prescribed in relevant legislation, Educators will possess current vocational training, learning and assessment knowledge and skills, through participation in activities to maintain, upgrade and/or develop the way in which they train and assess.
- (b) Current vocational training, learning and assessment knowledge and skills may be demonstrated by documented evidence including, but not limited to:
 - (i) Participation in courses including both external and internal TAFE Queensland courses, workshops, seminars, webinars and conferences;
 - (ii) Completion of a Vocational Education and Training product related to training and assessment, or relevant higher education product, both at the qualification and/or unit of competency/module level within the last 12 months;
 - (iii) Participation in learning networks including professional associations;
 - (iv) Personal development through reading of relevant vocational education/training publications and other relevant information;
 - (v) Participation in validation or moderation activities; and
 - (vi) Shadowing or working closely with other Educators.

34.3 Vocational competency

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

34.4 Higher Education

TAFE Queensland will consult with employees and the Union/s to develop policy that is consistent with relevant legislation and regulatory frameworks.

- (a) TAFE Queensland will encourage scholarship that is relevant to the employee's teaching and learning by:
 - (i) supporting the Higher Education and Research Committee to develop institutional policies that encourage or enable scholarship;

- (ii) supporting the Higher Education and Research Committee to review staffing policies and make recommendations, regarding but not limited to recruitment, promotion, and professional development, to ensure scholarship is recognised and encouraged;
 - (iii) developing processes that enable regions to align the contribution of continued scholarship to the design of courses;
 - (iv) implementing programming measures that support scholarship (e.g. facilitating seminars or discussion fora); and
 - (v) allocating resources to support scholarship in fields relevant to employees through access to peer reviewed publications and conference attendance.
- (b) Associate lecturers, Lecturers, and Senior lecturers will report on scholarship using an approved template. Such reporting may demonstrate, but is not limited to:
- (i) scholarly publications;
 - (ii) conference presentations;
 - (iii) reviews of the current state of knowledge or teaching in a field related to the employee's teaching and learning;
 - (iv) original research;
 - (v) leadership of advanced professional development activities;
 - (vi) recognised contributions to professional bodies or communities of practice;
 - (vii) editorial roles with peer reviewed publications;
 - (viii) undertaking higher level qualifications; and
 - (ix) contributing to the examination of higher degree research.

35. Educator staff profile

In order to meet TAFE Queensland requirements, including to satisfy relevant legislation or contracts with clients, Educators will review and maintain their Educator staff profile, at least annually, to demonstrate and record their ability to meet currency and competency requirements in their area/s of delivery.

The mechanism or system by which this is achieved, is at the discretion of TAFE Queensland.

PART 7 - Leave of Absence and Public Holidays

36. Family and domestic violence leave

- (a) An employee who is affected by domestic and family violence is entitled to up to 10 days per year of leave on full pay. Leave will be granted where the Chief Executive Officer, or authorised delegate, is satisfied that the employee requires the leave as the employee is

affected by domestic and family violence. The absence of supporting documentation should not be a reason for the leave being denied.

- (b) The employee does not have to use other leave entitlements before accessing this leave and it can be taken as consecutive days, single or part days.
- (c) The leave could be taken to attend medical, legal, police or counselling appointments, attend court or other legal proceedings, organise alternative accommodation, care or education arrangements for the purpose of attending to matters arising from domestic and family violence.
- (d) The employee may access further paid or unpaid leave special leave (in accordance with TAFE Queensland policy), once this leave has been exhausted, to attend to matters arising from domestic and family violence.

37. Cultural leave

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

- (f) An application for unpaid cultural leave will not be unreasonably rejected by the Chief Executive Officer.

38. Access to long service leave as cultural leave

Notwithstanding the entitlements in clause 37 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 37 of this Agreement;
- (c) the period of leave sought is not less than one day;
- (d) the employee has long service leave available;
- (e) such application will be subject to the TAFE Queensland policy on long service leave; and
- (f) approval of applications for long service leave made on this basis will not be unreasonably withheld.

39. Access to cultural leave as other leave

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

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

40. Annual leave loading payments and loading

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

41. No loss of show day

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

PART 8 - Training and Related Matters

42. Cross cultural training

- (a) The parties agree that targeted cross cultural training will be available to all employees.
- (b) The unions affirm their support for TAFE Queensland to achieve commitments that are listed in the *TAFE Queensland Reconciliation Action Plan*.

PART 9 – Discipline and Suspension

43. Discipline penalties

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

44. Suspension

- (a) TAFE Queensland may, by notice, suspend an employee from duty with or without pay if TAFE Queensland reasonably believes the proper and efficient management of the organisation might be prejudiced if the employee is not suspended.

- (b) If the employee is suspended from duty without pay, the employee will be afforded natural justice.
- (c) Continuity of the employee's service is not broken by suspension.
- (d) TAFE Queensland may cancel a suspension at any time.

PART 10 - Union Related Matters

45. Union encouragement

- (a) TAFE Queensland recognises the right of individuals to join a Union and will encourage that membership. However, it is also recognised that Union membership remains at the discretion of individuals.
- (b) An application for Union membership and information on the Unions will be provided to all employees at the point of engagement.
- (c) Information on the Unions will be included in induction materials.
- (d) Union representative/s will be provided with the opportunity to discuss Union membership with new employees.
- (e) Entities are to provide Unions with complete lists of new starters (consisting of name, job title, work email and work location) to the workplace on a quarterly basis, unless agreed between the relevant entity and Union to be on a more regular basis. This information is to be provided electronically.
- (f) Entities also are required where requested to provide Unions with a listing of current employees comprising name, job title, work email and work location. This information will be supplied on a six monthly basis, unless agreed between the relevant entity and Union to be on a more regular basis. The provision of all employee information to Unions will be consistent with the principles outlined in chapter 9 of the *Industrial Relations Act 2016*. This information is to be provided electronically.

46. Union delegates

- (a) TAFE Queensland acknowledges the constructive role democratically elected Union delegates undertake in the workplace in relation to Union activities that support and assist members. That role will be formally recognised, accepted and supported.
- (b) TAFE Queensland employees will be given full access to Union delegates/officials during working hours to discuss any employment matter or seek Union advice, provided that service delivery is not disrupted and work requirements are not unduly affected.
- (c) Provided that service delivery and work requirements are not unduly affected, delegates will be provided convenient access to facilities for the purpose of undertaking Union activities. Such facilities include: telephones, computers, e-mail, photocopiers, facsimile machines, storage facilities, meeting rooms and notice boards. It is expected that

management and delegates will take a reasonable approach to the responsible use of such facilities for information and communication purposes.

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

47. Industrial Relations Education Leave

- (a) Industrial relations education leave is paid time off to acquire industrial relations knowledge and competencies which develop the employees' capacity to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.
- (b) Before TAFE Queensland approves such leave the Union must provide TAFE Queensland information about the course content, the times at which the courses will be offered, the numbers of attendees, and the types of employees at whom the course is targeted. Before approving leave, TAFE Queensland must be satisfied that the proposed course is within the terms of clause 47(a).
- (c) Employees may be granted up to five working days (or the equivalent hours) paid time off (non-cumulative) per calendar year to attend industrial relations education sessions, approved by TAFE Queensland.
- (d) Additional leave, over and above five working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than five working days (or the equivalent). Such leave will be subject to consultation between TAFE Queensland, the employee and the Unions.
- (e) Upon request and subject to approval by the Chief Executive Officer (or delegated authority) of TAFE Queensland, employees may be granted paid time off in special circumstances to attend Management Committee Meetings, Union Conferences, and Australian Council of Trade Unions Congress.
- (f) The granting of industrial relations education leave or any additional leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of TAFE Queensland/work unit concerned. At the same time such leave will not be unreasonably refused.
- (g) At the discretion of TAFE Queensland, employees may be granted special leave without pay to undertake work with their Union.

48. Collective industrial relations

- (a) TAFE Queensland acknowledges that structured, collective industrial relations will continue as a fundamental principle of the management of the organisation. The principle recognises the important role of Union/s and the traditionally high levels of Union membership in TAFE Queensland. It supports constructive relations between management and Union/s and recognises the need to work collaboratively with Unions and employees in an open and accountable way.
- (b) TAFE Queensland recognises that Union membership and coverage issues are determined by the provisions of the *Industrial Relations Act 2016* and any determinations of the Queensland Industrial Relations Commission.

- (c) TAFE Queensland is committed to collective agreements and will not support non-Union agreements or Queensland Workplace Agreements.

49. ILO conventions

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

PART 11 – Work Environment Related Matters

50. Workplace bullying

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

51. Balancing work and life

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

- (a) retaining paid parental and adoption leave at 14 weeks;
- (b) introducing access to half pay recreation leave; and
- (c) enhancing long service leave arrangements to provide:
 - (i) *pro rata* leave after seven years' service;
 - (ii) the ability to access long service leave at half pay;
 - (iii) a reduction in the minimum period of long service leave from one week to one day; and
 - (iv) the payment of long service leave at an employees' rate of pay prior to reversion to a lower classification.

52. Paid parental leave

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

53. Extra leave for proportionate salary (purchased leave)

Where agreed between TAFE Queensland and an employee, and subject to policy requirements, an employee can agree to work reduced months in a year and receive a proportionate salary over a full twelve month period, where this arrangement meets the operational needs of TAFE Queensland.

54. Mental Health and Wellbeing

- (a) TAFE Queensland promotes and supports positive mental health and wellbeing to underpin the success of our students, employees and business objectives.
- (b) The parties recognise that the workplace plays a vital role in assisting employees affected by mental health and wellbeing issues and commits to:
 - (i) fostering communication and openness to mental health and wellbeing issues to reduce any stigma or barriers which may impact on employees seeking support; and
 - (ii) fostering a respectful, empathetic and inclusive work environment to assist and support employees.
- (c) TAFE Queensland acknowledges the specialist skills of Employee Assistance Programs, in particular specialist skills in supporting persons affected by mental health and wellbeing issues. TAFE Queensland remains committed to the promotion of this service to all employees and their families.

55. Client aggression

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

56. Climate change

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

Appendix 1 – Salary Schedules

This Appendix provides the salary schedules for Educators, excluding Educational Team Leaders, Associate Lecturers, Lecturers and Senior Lecturers which are located in Appendix 5 or Appendix 6 of this Agreement.

A1.1 Educators stream

Classification Current State '2016 Agreement scale'	Rate per fortnight 1 July 2019	Classification Future State '2019 Agreement scale' 1 January 2020	Rate per fortnight 1 January 2020	Rate per fortnight 1 July 2020	Rate per fortnight 1 July 2021	Rate per fortnight 1 January 2022	Rate per fortnight 1 July 2022	Rate per fortnight 1 January 2023
Tutors								
Tutor 1	\$2,039.10	Foundation Educator	\$2,039.10	\$2,090.10	\$2,142.40	\$2,142.40	\$2,196.00	\$2,196.00
Tutor 2	\$2,096.10	Tutor 1	\$2,096.10	\$2,148.50	\$2,202.20	\$2,202.20	\$2,257.30	\$2,257.30
Tutor 3	\$2,175.50	Tutor 2	\$2,175.50	\$2,299.80	\$2,285.60	\$2,285.60	\$2,342.70	\$2,342.70
Tutor 4	\$2,263.40	Tutor 3	\$2,263.40	\$2,320.00	\$2,378.00	\$2,378.00	\$2,437.50	\$2,437.50
Tutor 5#	\$2,368.70	Senior Tutor 1	\$2,539.30	\$2,602.80	\$2,667.90	\$2,667.90	\$2,734.60	\$2,734.60
		Senior Tutor 2	\$2,645.10	\$2,711.20	\$2,779.00	\$2,779.00	\$2,848.50	\$2,848.50
Teachers								
Teacher 1	\$2,755.30							
Teacher 2	\$2,883.20	Teacher 1	\$2,883.20	\$2,955.30	\$3,029.20	\$3,029.20	\$3,104.90	\$3,104.90
Teacher 3	\$3,011.50	Teacher 2	\$3,011.50	\$3,086.80	\$3,164.00	\$3,164.00	\$3,243.10	\$3,243.10
Teacher 4*	\$3,141.90	Teacher 3*	\$3,141.90	\$3,220.50*	\$3,301.00	\$3,301.00	\$3,383.50	\$3,383.50
Teacher 5	\$3,274.80	Teacher 4*	\$3,274.80	\$3,356.70	\$3,440.60*	\$3,440.60	\$3,526.60	\$3,526.60
Teacher 6	\$3,406.60	Senior Teacher 1	\$3,406.60	\$3,491.80	\$3,579.10	\$3,579.10	\$3,668.60	\$3,668.60
Teacher 7	\$3,539.90	Senior Teacher 2	\$3,539.90	\$3,628.40	\$3,719.10	\$3,719.10	\$3,812.10	\$3,812.10
		Senior Teacher 3				\$3,811.90	\$3,907.20	\$3,907.20

Leading Vocational Teachers (LVT)								
LVT 1	\$3,628.20		\$3,628.20	\$3,718.90	\$3,811.90			
LVT 2	\$3,717.00	LVT 1	\$3,717.00	\$3,809.90	\$3,905.10	\$3,905.10	\$4,002.70	\$4,002.70
LVT 3	\$3,805.40	LVT 2	\$3,805.40	\$3,900.50	\$3,998.00	\$3,998.00	\$4,098.00	\$4,098.00
		LVT 3						\$4,200.50

Notes:

- # Incumbents on Tutor Step 5 of the current scale, will be grand-parented, with no progression past this step, until such time as they leave their Tutoring employment at TAFE Queensland. Incumbents will receive a 2.5% wages increase on 1 July each year for the period of the replacement agreement. For ongoing salaries for Tutor Step 5 incumbents, please see Table A1.3.
- * Movement of salary barrier to occur 1 January 2021.

A1.2 Principal Teachers

Classification Level	Rate Per Fortnight 1 July 2019	Rate Per Fortnight 1 July 2020	Rate Per Fortnight 1 July 2021	Rate Per Fortnight 1 July 2022
Leading Vocational Teacher (Grand-parented Principal Teacher Level 1)	\$4,071.00	\$4,172.80	\$4,277.10	\$4,384.00

A1.3 Tutor Step 5 employees as at 1 January 2020

Classification Level	Rate Per Fortnight 1 July 2019	Rate Per Fortnight 1 July 2020	Rate Per Fortnight 1 July 2021	Rate Per Fortnight 1 July 2022
Grand-parented Tutor Step 5	\$2,368.70	\$2,602.80	\$2,667.90	\$2,734.60

A1.4 Certain short term casual employees

Classification Level	Rate Per Hour 1 July 2019	Rate Per Hour 1 July 2020	Rate Per Hour 1 July 2021	Rate Per Hour 1 July 2022
Adult Community Education Tutor	\$28.20	\$28.90	\$29.63	\$30.37
Adult Community Education Teacher	\$55.20	\$56.58	\$57.99	\$59.44
Adult Community Education Lecturer Level 1	\$50.50	\$51.76	\$53.06	\$54.38
Adult Community Education Lecturer Level 2	\$56.11	\$57.51	\$58.95	\$60.42
Adult Community Education Lecturer Level 3	\$69.19	\$70.92	\$72.69	\$74.51
Short Course Facilitator Level 1	\$50.50	\$51.76	\$53.06	\$54.38
Short Course Facilitator Level 2	\$55.20	\$56.58	\$57.99	\$59.44
Short Course Facilitator Level 3	\$56.11	\$57.51	\$58.95	\$60.42
Short Course Facilitator Level 4	\$61.50	\$63.04	\$64.61	\$66.23
Short Course Facilitator Level 5	\$66.63	\$68.29	\$70.00	\$71.75
Short Course Facilitator Level 6	\$69.19	\$70.92	\$72.69	\$74.51
Short Course Facilitator Level 7	\$71.75	\$73.54	\$75.38	\$77.27
Short Course Facilitator Level 8	\$76.88	\$78.80	\$80.77	\$82.79
Short Course Facilitator Level 9	\$82.00	\$84.05	\$86.15	\$88.31

A1.5 Pieceworkers

Classification Level	Rate Per Hour/Unit 1 July 2019	Rate Per Hour/Unit 1 July 2020	Rate Per Hour/Unit 1 July 2021	Rate Per Hour/Unit 1 July 2022
Invigilate or mark one students' International English Language Testing System exams	\$37.23	\$38.16	\$39.11	\$40.09
Examine the language ability of one candidate under the International English Language Testing System	\$74.47	\$76.33	\$78.24	\$80.19
Train one Examiner to examine the language ability of candidates under the International English Language Testing System exam	\$111.69	\$114.49	\$117.34	\$120.28
Mark one students' completed Certificate I or Certificate II or Certificate III exam paper	\$6.57	\$6.73	\$6.90	\$7.07
Mark one students completed Certificate IV or Diploma Exam Paper	\$9.53	\$9.77	\$10.01	\$10.26
Mark one students completed Advanced Diploma exam paper	\$11.22	\$11.50	\$11.79	\$12.08

Appendix 2 - Educator Classification Standards

The classification standards indicate the duties, qualifications, skills and experience required by an Educator. Duties must be undertaken under the supervision of a qualified teacher until the units of competency within the training and assessment qualification are obtained.

A2.1 Foundation Educator

- (a) The role of Foundation Educator will be implemented and become operational on 1 January 2020.
- (b) The duties of a Foundation Educator are to:
 - (i) conduct tutorial activities designed by the supervising teacher, in a range of learning environments, including simulated, workplace, online or other mode of delivery, to revise and reinforce learning on content that has been previously instructed by a Teacher, Senior Teacher, Leading Vocational Teacher or Educational Team Leader;
 - (ii) facilitate learner skill development, provide support and guidance as directed by the Teacher, Senior Teacher, Leading Vocational Teacher or Educational Team Leader;
 - (iii) provide feedback to learners during skills development in preparation for assessment;
 - (iv) undertake compliance and quality assurance activities as required;
 - (v) provide support where academic progression intervention is required as directed by the Teacher, Senior Teacher, Leading Vocational Teacher or Educational Team Leader;
 - (vi) contribute to the planning, design and review of educational programs;
 - (vii) review and maintain their Educator profile to meet competency and currency requirements in area/s of delivery;
 - (viii) regularly liaise with team members to discuss issues such as tutorial requirements and content; and
 - (ix) provide advice on trends and practices in industry.
- (c) The qualifications, skills and experience of a Foundation Educator are:
 - (i) possession of vocational competencies at least to the level of the unit/s of competency that tutorial support is being provided;
 - (ii) current industry experience and skills directly relevant to the tutorial support being provided;
 - (iii) possession of a licence, ticket, professional body credential or registration that is relevant to the vocation in which they are tutoring.
- (d) A Foundation Educator is required to attain the training and assessment qualification required for Trainers in the National Vocational Education and Training Regulator's Standards for Registered Training Organisations (Certificate IV Training and Assessment), within 12 months of commencing employment;

- (e) As the Foundation Educator obtains components of the Certificate IV Training and Assessment, they are able to undertake the duties aligned to the skills gained and without requiring supervision for that component.
- (f) The following minimum provisions relate to the appointment of a Foundation Educator:
 - (i) The Foundation Educator role is able to be used to appoint new Educators who may not yet possess the necessary qualification or skills to teach or tutor in TAFE Queensland as required by:
 - (A) the National Vocational Education and Training Regulator's Standards for Registered Training Organisations;
 - (B) training packages and accredited courses; and
 - (C) other relevant regulatory, licencing and accreditation requirements.
 - (ii) a Foundation Educator will commence at the Foundation Educator classification step on entry; and
 - (iii) upon attainment of the qualification and skills requirements specified in A2.1 (c) and (d), they shall be able to progress to and assume the duties, responsibilities and incremental progression of a Tutor or Teacher.

A2.2 Tutors

- (a) The duties of a Tutor are to:
 - (i) conduct tutorial activities, in a range of learning environments, including classroom, simulated, workplace, online or other mode of delivery, to revise and reinforce learning on content that has been previously instructed by a Teacher, Senior Teacher, Leading Vocational Teacher or Educational Team Leader;
 - (ii) facilitate learner skill development, provide support and guidance as directed by the Teacher, Senior Teacher, Leading Vocational Teacher or Educational Team Leader;
 - (iii) supervise, support and/or contribute to the collection of assessment evidence;
 - (iv) undertake compliance and quality assurance activities as required;
 - (v) provide support where academic progression intervention is required as directed by the Teacher, Senior Teacher, Leading Vocational Teacher or Educational Team Leader;
 - (vi) contribute to the planning, design and review of educational programs;
 - (vii) review and maintain their Educator staff profile to meet currency and competency requirements in area/s of delivery;
 - (viii) regularly liaise with team members to discuss issues such as tutorial requirements and content; and
 - (ix) provide advice on trends and practices in industry.
- (b) The qualifications, skills and experience of a Tutor are:

- (i) possession of vocational competencies at least to the level of the unit/s of competency that tutorial support is being provided;
 - (ii) possession of a relevant Training and Assessment Skill Set as determined by TAFE Queensland;
 - (iii) current industry experience and skills directly relevant to the tutorial support being provided;
 - (iv) current knowledge and skills in vocational training, learning and assessment that informs the employee's practice, gained through ongoing professional development; and
 - (v) possession of a licence, ticket, professional body credential or registration that is relevant to the vocation in which they are tutoring.
- (c) The following minimum provisions relate to the appointment of Tutors:
- (i) a Tutor with a qualification in excess of a diploma or equivalent will be appointed at no less than Tutor Level 2.
 - (ii) a Tutor with a base and/or higher vocational qualification and five years' post-trade training industry/teaching experience will be appointed at no less than Tutor Level 3.

A2.3 Senior Tutors

- (a) The role of Senior Tutor will be implemented and become operational from 1 January 2020.
- (b) The Senior Tutor classification is not an incremental move from the Tutor classification, rather appointments to this role will be made on merit and on a business needs basis. Other than in exceptional circumstances, Senior Tutor roles will be advertised internally within TAFE Queensland before proceeding to external advertisement.
- (c) The duties of a Senior Tutor will be:
 - (i) the same as duties prescribed in Appendix 2, clause A2.2 (a); and
 - (ii) participation in validation and moderation processes; and
 - (iii) conduct student marking, assessment and assign grades.
- (d) The qualifications, skills and experience of a Senior Tutor are:
 - (i) possession of vocational competencies at least to the level of the unit/s of competency that tutorial support is being provided;
 - (ii) possession of the training and assessment qualification required for Trainers in the National Vocational Education and Training Regulator's Standards for Registered Training Organisations (currently a Certificate IV Training and Assessment);
 - (iii) current industry experience and skills directly relevant to the tutorial support being provided;
 - (iv) current knowledge and skills in vocational training, learning and assessment that informs the employee's practice, gained through ongoing professional development;

- (v) possession of a licence, ticket, professional body credential or registration that is relevant to the vocation in which they are tutoring.

A2.4 Teachers

- (a) The contact time duties of a Teacher include, but are not limited to:
 - (i) facilitate learning of content in a range of learning environments, including classroom, workplace, simulated and online;
 - (ii) conduct student assessment; and
 - (iii) provide supervision of student participation.
- (b) The non-contact time duties of a Teacher include, but are not limited to:
 - (i) conduct general administration of an education program associated to a teaching role, such as participation/roll management, marking and assigning grades;
 - (ii) perform other duties incidental to the delivery of the education program, including planning, designing, delivery and review of educational programs;
 - (iii) undertake the preparation and development of learning and assessment resources;
 - (iv) provide support and advice to students and industry clients;
 - (v) review and update the Educator profile to meet currency and competency requirements in area/s of delivery;
 - (vi) regularly liaise with team members (within and across TAFE Queensland Regions), industry and external educational institution to discuss educational matters;
 - (vii) promote TAFE Queensland products to industry;
 - (viii) monitor academic progress and provide or facilitate access to educational support services where required; and
 - (ix) programming activities prescribed in clause 27 of this Agreement.
- (c) The qualifications, skills and experience of a Teacher are:
 - (i) possession of vocational competencies at least to the level of the unit/s of competency being delivered;
 - (ii) possession of the training and assessment qualification required for Trainers in the National Vocational Education and Training Regulator's Standards for Registered Training Organisations (currently a Certificate IV Training and Assessment);
 - (iii) current industry experience and skills directly relevant to the delivery of education and training;
 - (iv) current knowledge and skills in vocational training, learning and assessment that informs the employee's practice, gained through ongoing professional development;

- (v) possession of a licence, ticket, professional body credential or registration that is relevant to the vocation in which they are delivering education and training. Where a contract requires, a Teacher will possess the qualification/s agreed in the terms of the contract.
- (d) A Teacher will possess training and assessment and/or industry experience.
- (e) Notwithstanding Appendix 2, clause A2.4(c) and (d), a Teacher Step 5 of the 2016 Agreement classification structure (Senior Teacher Step 1 in the 2019 Agreement classification structure) or higher must possess an approved teaching qualification.

A2.5 Senior Teachers

- (a) The role of Senior Teacher will be implemented and become operational from 1 January 2020.
- (b) The duties of a Senior Teacher will be:
 - (i) the same as the duties prescribed in Appendix 2, clause A2.4 (a) and (b) and any combination of the following:
 - (A) leadership in teaching practice including providing professional development and leading innovation;
 - (B) leading validation activities as directed;
 - (C) co-ordinating audit activities as directed;
 - (D) undertake quality checks of completed assessments; and
 - (E) mentoring or coaching Teachers, Foundation Educators, Tutors or Senior Tutors.
- (c) The duties to be performed by a Senior Teacher should not be so frequent or onerous as to detract from the Senior Teacher's primary role as a Teacher;
- (d) The qualifications, skills and experience of a Senior Teacher will be the same as a Teacher and will include completion of 12 months satisfactory service at the salary barrier of the relevant Agreement classification structure and possession of an approved teaching qualification.

A2.6 Leading Vocational Teachers

- (a) The duties of a Leading Vocational Teacher will be:
 - (i) the same as the duties prescribed in Appendix 2, clause A2.4(a) and (b);
 - (ii) providing leadership in teaching practice including providing professional development and leading innovation;
 - (iii) leading validation activities;
 - (iv) co-ordinating audit activities;
 - (v) mentoring or coaching Teachers, Senior Teachers, Senior Tutors, Tutors or Foundation Educators;

- (vi) active participation in Professional Learning Communities (PLC) (or other similar product quality committees) and industry networks; and
 - (vii) additional duties negotiated and agreed by TAFE Queensland and the employee in the Leading Vocational Teacher agreement.
- (b) Additional duties as prescribed in Appendix 2, clause A2.6(a)(vii) which may be considered by the parties in the negotiation of an agreement may include, but are not limited to:
- (i) professional/team leadership including leading the planning, design, and review of educational programs;
 - (ii) supervision of employees subject to a supervision agreement;
 - (iii) supervision and assessment of new Tutors, Senior Tutors, Teachers and/or Senior Teachers on probation and/or subject to a managing unsatisfactory performance process;
 - (iv) where qualified, monitor, evaluate and review Workplace Health and Safety responsibilities and obligations for the team;
 - (v) functional responsibility e.g. financial or staffing;
 - (vi) facilitation of business performance, planning and review;
 - (vii) international projects/business;
 - (viii) assistance with marketing and development of promotional strategies;
 - (ix) development of training product and resources to meet specific business needs;
 - (x) where qualified, coordinate the identification of learning support needs of students and co-ordinate intervention plans on behalf of the team;
 - (xi) lead and co-ordinate quality assurance processes related to learning and assessment;
 - (xii) performance of high level duties of a critical nature to the business provided they are not those expected of the Manager of a teaching team/s;
 - (xiii) act as peer reviewer on the Region LVT Peer Review Committee; or
 - (xiv) co-ordinate and facilitate partnerships with educational organisations, third parties and industry.
- (c) The additional duties to be performed by a Leading Vocational Teacher are subject to endorsement of the Region LVT Peer Review Committee and approval by the Region General Manager.
- (d) The qualifications, skills and experience of a Leading Vocational Teacher will be the same as a Teacher and will include completion of 12 months satisfactory service at classification level Senior Teacher Step 3 (of the 2019 Agreement classification structure) or Teacher Step 7 (of the 2016 Agreement classification structure) and an approved teaching qualification.
- (e) Notwithstanding Appendix 2, clauses A2.6(a) and A2.6(b), the duties of a Leading Vocational Teacher will be allocated:

- (i) fairly and equitably subject to negotiation between the Leading Vocational Teacher and TAFE Queensland;
 - (ii) such that they are not so frequent or onerous as to detract from the Leading Vocational Teacher's primary role as a Teacher;
 - (iii) initially with negotiation with the teaching team and endorsement by the Region LVT Peer Review Committee prior to Region General Manager approval; and
 - (iv) to perform in a team/s within the Region but outside of the Leading Vocational Teachers own team where it is deemed appropriate and that educational leadership is required.
- (f) The agreement to perform additional duties will be recorded in a manner subject to approval by TAFE Queensland.
 - (g) The agreed additional duties will be subject to regular review (including through the peer review process).
 - (h) Those teachers originally engaged at Principal Teacher 1 and 2 who have subsequently transitioned to the Leading Vocational Teacher classification will be required to perform additional Leading Vocational Teacher duties, but will not be required to sign an undertaking.

A2.7 Educational Team Leaders

- (a) The role of Educational Team Leader will be implemented and become operational from 1 January 2020.
- (b) The duties of an Educational Team Leader will be:
 - (i) the same as the duties prescribed in Appendix 2, clause A2.4 - Teachers; and
 - (ii) leading and managing a teaching team or teams and the associated administrative duties through:
 - (A) Provision of leadership, direction, instruction and guidance to educators and teaching teams to achieve team objectives and contribute collaboratively to the overall success of teaching teams;
 - (B) Overseeing and collaboratively contributing to educational delivery programming and planning activities within teaching teams including the development of training and assessment strategies, yearly plans, and delivery timetables;
 - (C) Managing all relevant people processes related to teaching teams including, but not limited to:
 - i. completing and reviewing performance planning and development plans with team members;
 - ii. actively participating in informal performance management processes and conversations with team members; and
 - iii. actively participating in formal managing unsatisfactory performance processes for their team members including provision of feedback, review and assessment of a team members performance and provision of an outcome recommendation to the appropriate delegate.

- (D) Monitoring training and assessment quality and performance within teaching teams to ensure compliance with relevant legislation, standards, policies, practices and procedures including the Australian Qualifications Training Framework, and ensure coaching and feedback is provided to educators as needed;
 - (E) Providing recommendations and advice to their supervisor on issues relating to staff management, student management and programming, and act as a conduit for technical and specific advice relating to the teaching area;
 - (F) Providing advice and generate solutions to facilitate the resolution of student complaints and employee performance matters, and escalate matters to the next level of management as required/appropriate e.g. initiation of a managing unsatisfactory performance management process;
 - (G) Reporting on exceptions to budget forecasts and assist with the development and monitoring of budgets and team financial performance; and
 - (H) Providing accurate and timely advice to students, staff and stakeholders in relation to TAFE Queensland operational requirements as they relate to education and training.
- (c) The qualifications and skills of an Educational Team Leader will be the same as a Teacher in section A2.4, and it is highly desirable, but not essential, that they also:
- (i) have 5 or more years teaching experience within TAFE Queensland, Vocational Education or another post-compulsory education experience; and
 - (ii) hold an approved teaching qualification.
- (d) The combined duties of an Educational Team Leader are subject to planning and approval processes:
- (i) Teaching duties of an Educational Team Leader will be programmed and incorporated into a Delivery Timetable;
 - (ii) teaching duties not to be so frequent or onerous as to detract from the Educational Team Leader's duties described at A2.7 (a) and (b); and
 - (iii) teaching duties are allocated in accordance with agreed Programming Principles.
- (e) The teaching, leadership, managerial and administrative duties of an Educational Team Leader will be recorded in a manner subject to approval by TAFE Queensland.
- (f) The duties of an Educational Team Leader will be subject to regular review.

A2.8 Associate Lecturers

- (a) The duties of an Associate Lecturer are to:
- (i) perform assigned teaching duties with students, on and off campus, with a standard of planning, preparation, presentation and assessment as necessary for students to achieve unit and course learning outcomes;

- (ii) undertake scholarly activity relevant to their discipline and to learning and teaching;
 - (iii) ensure compliance with TAFE Queensland and partner University systems and processes to document, evidence and report scholarly activity within expected timeframes;
 - (iv) make an academic and professional contribution to the teaching program and service delivery of the discipline;
 - (v) initiate formal or informal interactions with students and staff across the Campus and with other Campuses, other tertiary institutions, industrial and commercial organisations, professional groups and community/individual organisations. Formal interactions are those which are commercial in nature and must be sanctioned by the relevant Dean/Head as appropriate;
 - (vi) work with support and direction from senior staff and managers and with an increasing degree of autonomy as the Associate Lecturer develops their skills and experience;
 - (vii) prepare and deliver lectures, tutorials, workshops, field excursions, and a variety of educational delivery modes;
 - (viii) assist in the development of innovative curriculum and teaching pedagogies that utilise current and emerging industry based technologies for use in the classroom and placement settings;
 - (ix) teach into discipline units as required;
 - (x) undertake marking and assessment primarily connected with units in which the Associate Lecturer teaches;
 - (xi) undertake administrative activities related to their program of teaching;
 - (xii) actively contribute to cross disciplinary activities related to teaching, service delivery and placements;
 - (xiii) effectively participate as a member of the discipline and broader discipline faculty teaching teams;
 - (xiv) attend and participate in organisational unit meetings and/or hold membership of a limited number of committees;
 - (xv) attend activities which support student recruitment; and
 - (xvi) teach into Vocational Education and Training courses, where qualification and skills requirements are met.
- (b) The qualifications, skills and experience of an Associate Lecturer are:
- (i) possession of a qualification at least one level higher than is awarded for the course of study, or equivalent relevant academic or professional or practice-based experience and expertise; and/or

- (ii) equivalent relevant academic or professional or practice-based experience and expertise, except for staff supervising doctoral degrees having a doctoral degree or equivalent research experience; and
 - (iii) knowledge of contemporary developments in a discipline or field, which is informed by continuing scholarship or research or advances in practice; and
 - (iv) skills in contemporary teaching, learning and assessment principles relevant to a discipline, the role, and modes of delivery and the needs of particular student cohorts.
- (c) In determining experience additional to qualifications, regard is to be given to teaching experience, experience in research, experiences outside of tertiary education, creative achievement, professional contributions and/or contributions to technical achievement as determined by TAFE Queensland to be relevant to a course of discipline.

A2.9 Lecturers

- (a) The duties of a Lecturer are to:
- (i) make contributions to the teaching effort of TAFE Queensland at undergraduate level, and honours and postgraduate level (where qualifications allow);
 - (ii) carry out activities to maintain and develop scholarly, research and/or professional activities relevant to the profession or discipline and to learning and teaching;
 - (iii) ensure compliance with TAFE Queensland and partner university systems and processes to document, evidence and report scholarly activity within expected timeframes;
 - (iv) develop course material and support the overall coordination of the course, as required;
 - (v) initiate informal and formal interactions with students and staff across the Campus and externally with other institutions, industrial and professional groups, and community/individual organisations. Formal interactions are those which are commercial in nature and must be sanctioned by the relevant Dean/Head as appropriate;
 - (vi) support, prepare and deliver lectures, seminars, tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and/or studio sessions;
 - (vii) deliver lectures, and undertake marking and assessment;
 - (viii) consult with students, and supervise post-graduate students where such qualifications are offered;
 - (ix) perform assigned teaching and learning duties on or off campus, including conducting research and a range of administrative functions which are connected with the discipline/courses in which the Lecturer is teaching;
 - (x) attend and contribute to organisational unit and broader meetings and/or participate as a member in a number of relevant committees;
 - (xi) contribute to/or coordinate education-focused projects that support TAFE Queensland's continuing status as a Higher Education provider;
 - (xvii) attend activities which support student recruitment; and

- (xviii) teach into Vocational Education and Training courses, where qualification and skills requirements are met.
- (b) The qualifications, skills and experience of a Lecturer are:
- (i) possession of a doctoral qualification or a masters qualification in a relevant discipline at least one level higher than is awarded for the course of study being delivered by the Lecturer; and/or
 - (ii) recognised equivalent relevant academic or professional or practice-based experience and expertise, except for staff supervising doctoral degrees having a doctoral degree or equivalent research experience; and
 - (iii) knowledge of contemporary developments in a discipline or field, which is informed by continuing scholarship or research or advances in practice; and
 - (iv) skills in contemporary teaching, learning and assessment principles relevant to a discipline, the role, and modes of delivery and the needs of particular student cohorts.
- (c) In determining experience additional to qualifications, regard is to be given to teaching experience, experience in research, experiences outside of tertiary education, creative achievement, professional contributions and/or contributions to technical achievement as determined by TAFE Queensland to be relevant to a course of discipline.

A2.10 Senior Lecturers

- (a) The duties of a Senior Lecturer are to:
- (i) make significant contributions to the leadership of the teaching effort of a discipline/course or other organisational area or to an interdisciplinary area, including the programming of courses and preparation of delivery timetables;
 - (ii) undertake scholarship, research and/or professional activity related to their discipline and to learning and teaching;
 - (iii) ensure compliance with TAFE Queensland and partner university systems and processes to document, evidence and report scholarly activity within expected timeframes;
 - (iv) develop course material and, where required, contribute to, coordinate or manage overall course coordination in a discipline;
 - (v) initiate formal and informal interactions with students and staff across the Campus, industrial and commercial organisations, professional groups and community/individual organisations. Formal interactions are those which are commercial in nature and must be sanctioned by the relevant head of the organisational unit through the Dean/Head as appropriate;
 - (vi) supervise/coordinate the work of other academic staff, if required by the head of the organisational unit;
 - (vii) perform assigned teaching and learning duties with students on and off campus with a standard of planning, preparations, presentation and assessment as necessary to achieve unit and course learning outcomes;

- (viii) critically evaluate, where required, the operation of the teaching program and communicate such evaluations to the relevant Dean/Head as appropriate;
 - (ix) prepare and deliver/conduct lectures, seminars, tutorials, practical classes, demonstrations, workshops, student field excursions, clinical sessions and studio sessions;
 - (x) initiate and develop unit material;
 - (xi) undertake marking and assessment, including the appropriate consultation with students;
 - (xii) teach into Vocational Education and Training courses, where qualification and skills requirements are met;
 - (xiii) undertake broad administrative functions and attend and actively participate at organisational unit or course meetings with a role in planning or committee work; and
 - (xiv) attend or coordinate activities which support student recruitment.
- (b) The qualifications, skills and experience of a Senior Lecturer are:
- (i) possession of a doctoral qualification in a relevant discipline being delivered by the Senior Lecturer; and/or
 - (ii) recognised significant equivalent academic or professional or practice-based experience and expertise, except for staff supervising doctoral degrees having a doctoral degree or equivalent research experience; and
 - (iii) knowledge of contemporary developments in a discipline or field, which is informed by continuing scholarship or research or advances in practice; and
 - (iv) skills in contemporary teaching, learning and assessment principles relevant to a discipline, the role, and modes of delivery and the needs of particular student cohorts.
- (c) In determining experience additional to qualifications, regard is to be given to teaching experience, experience in research, experiences outside of tertiary education, creative achievement, professional contributions and/or contributions to technical achievement as determined by TAFE Queensland to be relevant to a course of discipline.

Appendix 3 – Flexible Delivery and Planning Checklist

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

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

A3.2 Course development

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

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

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

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

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

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

It is important that management and employee have a clear understanding of what funds are available for delivery and the many activities which accompany it. Time will have to be allocated to perform certain tasks and, if necessary, this time will have to be considered within the parameters of available funds. Knowledge of the source of funding is important so that guidelines for use of and accountability

for funds are observed. Decisions on student numbers and the number of hours which can be funded for delivery and assessment will develop from this information.

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

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

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

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

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

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

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

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

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

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

A3.11 What marketing is required? By whom?

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

A3.12 Is professional development required for any employees?

If discussion in Appendix 3, clauses A3.7 and A3.8 suggested that professional development for some employees is necessary, provision may have to be made for this. If arrangements cannot be made for required professional development prior to the commencement of the course, it may be necessary to allocate time during the course and employ replacement casual or temporary employees. Provision for costs of professional development should be considered and decisions made as to how these will be funded.

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

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

A3.14 Delivery and assessment

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

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

(A) Considering the anticipated numbers of students and the number of competencies for which each individual is responsible, how much time is required per week for teachers, tutors, other personnel over the time that this course will run?

(B) What vehicles, resources, rooms, video/audio conference time are required and are these available? If not what can be done to secure them?

(C) What time other than teaching/assessing is required to be set aside each week or at pre-determined times for teachers/tutors?

(D) A program should be developed to allocate times per week for all activities. Is there agreement within the total team that contributions are within reasonable limits bearing in mind budget demands and reasonable working conditions as set out in the certified agreement?

(b) What assessment is proposed?

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

(c) How much travel time is required?

Various forms of workplace delivery require personnel to travel to a workplace or to various workplaces. It is necessary to consider the cost of travel and of travel time. These have the potential

to reduce the amount of time available for other professional tasks and should be carefully factored into the cost structure of the course. Kilometric rates should be considered for instances where TAFE Queensland vehicles are not available and employees agree to use their own vehicles. Air travel should be compared with costs of motor travel plus the cost of personnel travel time and not just vehicle costs.

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

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

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

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

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

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

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

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

A3.15 Evaluation and maintenance

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

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

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

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

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

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

A3.16 Organisational and other duties

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

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

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

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

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

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

- (d) Who will maintain assessment records?

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

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

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

A3.17 Delivery planning checklist

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

A3.18 Program development

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

A3.19 Delivery and assessment

- (a) For the form/s of delivery planned:
- (i) How much direct teaching/tutoring time is required (face-to-face, online facilitation, workplace attendance, other)?
- (ii) What assessment is proposed?
- (iii) How much travel time is required?

- (iv) What other teacher time is required (program development and maintenance)?
- (v) How much time is it estimated is required for communication with students and others, e.g. employers, clients (email, telephone, letters, short message service (SMS))?
- (vi) What implications are there for casual hours or time of in lieu?
- (vii) What are reasonable time and resource implications?

A3.20 Evaluation and maintenance

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

A3.21 Organisational and other duties

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

Appendix 4 - Functional Responsibilities of a Program Delivery Area Guide

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

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

A4.6 Communication/Team Liaison

Represent and communicate with employees outside of team.

A4.7 Industry Liaison & Marketing

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

A4.8 Committee Representation

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

A4.9 Continuous Improvement

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

Appendix 5 - Educational Team Leader

The conditions of employment for Educational Team Leaders are as outlined in this Appendix. Unless otherwise indicated below, Educational Team Leaders also inherit the employment conditions of Educators as prescribed in the *TAFE Queensland Award 2016* (the Award) and the body of this Agreement.

A5.1 Definitions

Educational Team Leader means an Educator who performs the duties of an Educational Team Leader prescribed in section A2.7 of Appendix 2. The Educational Team Leader operates in a dual capacity as an Educator with allocated teaching team leadership duties.

Teaching Team Leadership means allocated leadership, management and administrative duties of teaching teams undertaken by an Educational Team Leader to facilitate effective and efficient programming and operations of the business.

Programmed Time means a combination of contact and non-contact time and includes Recognition of Prior Learning activities.

Preparation and Administration Time (PAT) means the time allocated to an Educational Team Leader in which they perform educational preparation, team leadership and administrative responsibilities.

A5.2 Types of employment

(a) An Educational Team Leader may be employed on a full-time or part-time basis.

A5.2.2 Full-time employment

(b) A full-time Educational Team Leader is one that is engaged to work an average of 36.25 ordinary hours per week.

A5.2.3 Part-time employment

(a) A part-time Educational Team Leader is one who:

- (i) is engaged to work a regular pattern of ordinary hours each week which are less than the ordinary hours worked by an equivalent full-time Educational Team Leader; and
- (ii) receives, on a *pro rata* basis, the same salary and conditions of employment to those of an equivalent full-time Educational Team Leader who performs the same kind of work.

(b) For each ordinary hour worked a part-time Educational Team Leader shall be paid no less than:

- (i) 1/72.5th of the minimum fortnightly rate of pay for their classification level where an equivalent full-time Educational Team Leader's ordinary hours of work are 36.25 hours per week.

(c) Progression for part-time Educational Team Leaders from one step to the next highest step will be by completion of one year equivalent full-time service.

A5.3 Salaries

- (a) The minimum salaries payable to Educational Team Leaders are prescribed in the table below:

Classification	Fortnightly salary 1 July 2019	Fortnightly salary 1 July 2020	Fortnightly salary 1 July 2021	Fortnightly salary 1 July 2022
Educational Team Leader Step 1	\$3,712.40	\$3,805.20	\$3,900.30	\$3,997.80
Educational Team Leader Step 2	\$3,799.40	\$3,894.40	\$3,991.80	\$4,091.60
Educational Team Leader Step 3	\$3,885.90	\$3,983.00	\$4,082.60	\$4,184.70
Educational Team Leader Step 4	\$3,972.10	\$4,071.40	\$4,173.20	\$4,277.50

A5.4 Appointment

A5.4.1 Salary on appointment

- (a) On appointment an Educational Team Leader will be placed on Step 1 of the salary classification scale for Educational Team Leader unless otherwise determined below.
- (b) Notwithstanding clause A5.4.1 (a), an Educational Team Leader may be offered and appointed to any Step of the Educational Team Leader classification based on the recognition of skills, knowledge and abilities of the employee as a manager and/or teacher, as determined by the General Manager.
- (c) If appointed to an Educational Team Leader role from an Educator role or a role from within another classification stream, the appointment is to be made:
- (i) to an equal or the next highest pay point (based on their existing classification level and step) in the Educational Team Leader classification structure; and
 - (ii) subject to normal incremental conditions and movement through the classification level as per clause 12.11 Increments- Educators of the Award.

A5.5 Hours of Work

- (a) The ordinary hours of duty for Educational Team Leaders, exclusive of meal breaks, will be a maximum of:
- (i) 36.25 hours per week;
 - (ii) 10 hours per day (9 hours of contact time); and
 - (iii) 5 consecutive days.
- (b) The total ordinary hours per week of an Educational Team Leader will be a combination of both their team leadership duties and teaching/programmed time (flexible delivery or contact and non-contact hours combined).
- (c) The weekly proportion of team leadership and programmed duties for an Educational Team Leader will be determined by the General Manager in consultation with the employee.
- (d) An Educational Team Leader will be programmed for a minimum of 3 hours and maximum of 16 hours of programmed time per week.

- (e) An Educational Team Leader should be afforded non-contact time at the rate of 1:2 hours of teaching time performed.
- (f) The difference between an Educational Team Leader's weekly programmed time and 36.25 hours, is to be programmed for team leadership duties associated with their role.

A5.5.1 Absence from duty

- (a) Clause 15.10 (b) of the *TAFE Queensland Award – State 2016* does not apply to Educational Team Leaders.

A5.5.2 Meal breaks

- (a) An Educational Team Leader who works in excess of 5 hours on any day shall be allowed not less than 45 minutes for an unpaid break.

A5.6 Overtime

- (a) For work performed by an Educational Team Leader in excess of their 36.25 weekly ordinary hours (overtime), the employee will be compensated by time off in lieu, on a time for time basis.
- (b) For work performed on a Saturday, an Educational Team Leader shall accumulate time off in lieu, on a time for time basis.
- (c) For work performed on a Sunday, an Educational Team Leader shall be paid at double the hourly overtime rate of pay as outlined in clause 22.5 or 22.6 of this Agreement.
- (d) For work performed on a public holiday, an Educational Team Leader shall be paid at the rate prescribed in clause 27.1 of the Award.
- (e) No claim for time off in lieu will be approved where an Educational Team Leader elects to work solely for their own benefit or convenience.
- (f) All forms of overtime that result in the accumulation of time off in lieu must be approved in advance by the General Manager.

A5.7 Time Off In Lieu (TOIL)

- (a) The following limitations are to apply in terms of how much time off in lieu can be accrued and when unused portions of time off in lieu will be paid out:
 - (i) any unused balance of time off in lieu (excluding a future dated and approved use of TOIL) is to be paid out at the end of each calendar year for Educational Team Leaders; and
 - (ii) where approved time off in lieu balances reach 80 hours for Educational Team Leaders, then all balances are to be paid out unless the employee and the General Manager agree to retain the balance.

A5.8 Preparation and Administration Time (PAT)

- (a) Educational Team Leaders are entitled to five weeks of preparation and administration time for each completed calendar year of service as an Educational Team Leader with TAFE Queensland.
- (b) Preparation and administration time is allocated to Educational Team Leaders in lieu of Non-Attendance Time, however, the preparation requirements detailed in clause 31 of this Agreement and the requirement for an Educational Team Leader to be prepared to commence delivery upon return, are maintained.
- (c) In addition to clause A5.8(b), Educational Team Leaders are to use their allocated preparation and administration time to undertake team leadership responsibilities associated with the management of the team/s and other administrative work.
- (d) Preparation and administration time will be performed on campus, unless otherwise authorised by the employee's supervisor prior to the time being accessed.
- (e) Preparation and administration time is in addition to non-contact time which is performed as part of an Educational Team Leader's weekly timetable.
- (f) An Educational Team Leader will be reasonably contactable by TAFE Queensland during preparation and administration time, if performed off campus.
- (g) The entitlement to preparation and administration time will be on a *pro rata* basis for part-time Educational Team Leaders and those who have completed less than a calendar year of service.
- (h) Preparation and administration time will be approved at the discretion of the General Manager, ensuring the efficient operation of the Region, courses and programs; the teaching team is consulted; and the period of preparation and administration time to be taken will provide the Educational Team Leader with the opportunity to complete preparation and teaching team leadership duties prior to the commencement of delivery.
- (i) The General Manager may decide when an employee is to take preparation and administration time and will provide the employee with a minimum of 4 weeks' notice or a lesser period by agreement.

A5.9 Training and Development

- (a) Clause 37 of the *TAFE Queensland Award – State 2016* applies to Educational Team Leaders in such a way as to meet the dual requirements of the role and will not be less than 10 days.
- (b) The parties to this Agreement recognise an ongoing commitment to training and development.
- (c) The parties acknowledge that employees should be encouraged to develop required skills and knowledge to support service delivery objectives and to develop and maintain educational and vocational currency and competency.

A5.10 Travel

- (a) The following conditions apply to Educational Team Leaders:
 - (i) An Educational Team Leader who is required to undertake official travel away from their usual workplace outside the ordinary spread of hours is entitled to time off in lieu on a time for time basis;

- (ii) Travel time for an Educational Team Leader will be recognised as ordinary working hours, i.e. as part of their ordinary 36.25 hours per week.
- (iii) When 36.25 hours per week is exceeded as a result of travel associated with delivery or the official travel is undertaken outside the ordinary spread of hours, an Educational Team Leader will be compensated with time off in lieu on a time for time basis.
- (iv) Recognition for time spent travelling will be calculated according to the difference between the time usually taken to travel from the Educational Team Leader's usual place of residence to their usual workplace and the time taken to travel from the Educational Team Leader's residence to the alternative workplace. The excess time will be calculated to the nearest quarter of an hour. Time off in lieu will only be granted for periods of not less than 30 minutes.

Appendix 6 – Higher Education Educators

The conditions of employment for Higher Education educators are outlined in this Appendix. Unless otherwise indicated below, Higher Education educators also inherit the employment conditions of Educators as prescribed in the *TAFE Queensland Award 2016* (the Award) and the body of this Agreement.

A6.1 Definitions

Associate Lecturer means an Educator who performs the duties of an Associate Lecturer prescribed in section A2.8 of Appendix 2.

Higher education means a program that is Australian Qualifications Framework (AQF) level 6 or greater and is accredited as a higher education qualification.

Lecturer means an Educator who performs the duties of a Lecturer prescribed in section A2.9 of Appendix 2.

Programmed time means a total of:

- the combination of contact, non-contact time, scholarship and Recognition of Prior Learning; and/or
- non-traditional modes of delivery in accordance with clause 27.3(g).

Scholarship means those activities concerned with gaining new or improved understanding, appreciation and insights into a field of knowledge, and engaging with and keeping up to date with advances in the field and might include advances in ways of teaching and learning, professional practice and in disciplinary knowledge through original research.

Senior lecturer means an Educator who performs the duties of a Senior Lecturer prescribed in section A2.10 of Appendix 2.

Tertiary Education Quality and Standards Agency (TEQSA) means the national system of regulation for higher education.

A6.2 Salaries

- (a) The minimum salaries payable to Associate Lecturer, Lecturer, Senior Lecturer are prescribed in the table below:

Classification Level		Rate Per Fortnight 1 July 2019	Rate Per Fortnight 1 July 2020	Rate Per Fortnight 1 July 2021	Rate Per Fortnight 1 January 2022	Rate Per Fortnight 1 July 2022
Associate Lecturer	Step 1	\$3,274.80	\$3,356.70	\$3,440.60	\$3,579.10	\$3,668.60
	Step 2	\$3,406.60	\$3,491.80	\$3,579.10	\$3,719.10	\$3,812.10
Lecturer	Step 1	\$3,539.90	\$3,628.40	\$3,719.10	\$3,811.90	\$3,907.20
	Step 2	\$3,628.20	\$3,718.90	\$3,811.90	\$3,905.10	\$4,002.70
	Step 3	\$3,717.00	\$3,809.90	\$3,905.10	\$3,998.00	\$4,098.00
	Step 4	\$3,805.40	\$3,900.50	\$3,998.00	\$4,094.00	\$4,196.40
	Step 5	\$3,940.50	\$4,039.00	\$4,140.00	\$4,239.40	\$4,345.40
Senior Lecturer	Step 1	\$4,023.30	\$4,123.90	\$4,227.00	\$4,328.40	\$4,436.60
	Step 2	\$4,184.20	\$4,288.80	\$4,396.00	\$4,501.50	\$4,614.00

A6.3 Casual higher education employment

- (a) The table below represents the hourly rate of pay for casual engagements within higher education:

Classification Level	Rate Per Hour 1 July 2019	Rate Per Hour 1 July 2020	Rate Per Hour 1 July 2021	Rate Per Hour 1 July 2022
Base Lecture Includes one hour of delivery and two hours of associated duties (including preparation)	\$179.38	\$183.86	\$188.46	\$193.17
Repeat Lecture Includes one hour of delivery and two hours of associated duties (including preparation) within 7 days of delivering a Base Lecture	\$123.00	\$126.08	\$129.23	\$132.46
Base Tutorial Includes one hour of delivery and two hours of associated duties (including marking)	\$128.13	\$131.33	\$134.61	\$137.98
Repeat Tutorial Includes one hour of delivery and two hours of associated duties (including marking) within 7 days of delivering a Base Tutorial	\$87.13	\$89.30	\$91.54	\$93.82
Exam Marking	\$43.05	\$44.13	\$45.23	\$46.36

- (b) The casual hourly rates prescribed for a Base Lecture or a Base Tutorial incorporates payment of an allocation of two hours for associated duties and marking within the hourly rate.
- (c) The casual hourly rates prescribed for a Repeat Lecture or a Repeat Tutorial are to be used for those Lectures or Tutorials performed within 7 days of the Base Lecture or Tutorial. The casual hourly rate incorporates payment for associated duties including marking.
- (d) The casual hourly rate prescribed for Exam Marking is to be used for exam marking performed on a casual basis.

A6.4 Appointment

A6.4.1 Salary on appointment

- (a) On appointment an Associate Lecturer, Lecturer, or Senior Lecturer will be placed on Step 1 of the relevant salary classification scale unless otherwise determined below.
- (b) An Associate Lecturer with an approved teaching qualification and/or qualification at Masters level or above and/or three years professional experience, will be appointed at no less than classification level Associate Lecturer, Step 2.
- (c) A Lecturer with an approved teaching qualification and/or qualification at Masters level or above and/or three years professional experience, will be appointed at no less than classification level Lecturer Step 4.
- (d) Notwithstanding clause A6.4.1 (a) an Associate Lecturer, Lecturer, or Senior Lecturer may be offered, and appointed to, any Step of the relevant salary classification level prescribed in A6.2, based on the recognition of an educational qualification, experience, knowledge, skills and abilities of the employee as determined by the General Manager.

A6.5 Hours of work

- (a) The ordinary hours of work for an Associate Lecturer, Lecturer or Senior Lecturer exclusive of meal breaks, will be a maximum of:
 - 36.25 hours per week;
 - 9 hours per day; and
 - 5 consecutive days.
- (b) The maximum ordinary programmed hours of work for an Associate Lecturer, Lecturer or Senior Lecturer will be 32 hours per week, as recorded in the table below:

Classification	Maximum Prescribed Ordinary Programmed Hours of Work Per Week	Maximum Ordinary Programmed Hours of Work Per Week by Agreement
(i) Associate Lecturers <ul style="list-style-type: none"> • Contact time • Non-contact time • Scholarship 	17 11 4	21 7 4
(ii) Lecturers <ul style="list-style-type: none"> • Contact time • Non-contact time • Scholarship 	17 11 4	21 7 4

(iii) Senior Lecturers		
• Contact time	15	21
• Non-contact time	11	7
• Scholarship	6	4

- (c) The difference between an Associate Lecturer, Lecturer or Senior Lecturer's programmed time and 36.25 hours per week will be utilised to perform duties associated with their role. This time will be performed on campus, unless otherwise negotiated in advance, with the employee's manager.

A6.6 Professional Reflection and Scholarship

- (a) Where an Associate Lecturer, Lecturer, or Senior Lecturer is not required to deliver or work in accordance with an educational program or timetable, other suitable duties and activities will be undertaken by the employee. The duties and activities to be performed and the timing of such periods, will be negotiated between the employee and their manager. Such periods of duty will be undertaken on campus, unless prior approval to work at an alternate location, has been granted by the General Manager or delegate. Agreement will not be unreasonably withheld.
- (b) Associate Lecturers, Lecturers, and Senior Lecturers are excluded from the accrual, taking and associated conditions of non-attendance time as prescribed for Educators in the *TAFE Queensland Award – State 2016* and this Agreement.
- (c) Associate Lecturers, Lecturers and Senior Lecturers are exempt from the allocation of 10 days discrete professional development time as prescribed in clause 37 of the *TAFE Queensland Award – State 2016*, in recognition of the weekly allocation of scholarship afforded to Higher Education Educators.

A6.7 Preparation

- (a) The Educator preparation requirements detailed in clause 31 of this Agreement are to be maintained for an Associate Lecturer, Lecturer or Senior Lecturer.

A6.8 Overtime

- (a) For work performed by an employee who is an Associate Lecturer, Lecturer or Senior Lecturer that is in excess of their 36.25 weekly ordinary hours (overtime) the employee will be compensated by time off in lieu, on a time for time basis.
- (b) For work that is performed on a Saturday, an employee who is an Associate Lecturer, Lecturer or Senior Lecturer shall accumulate time off in lieu, on a time for time basis.
- (c) For work that is performed on a Sunday, an employee who is an Associate Lecturer, Lecturer or Senior Lecturer shall accumulate time off in lieu, at double the ordinary rate.
- (d) For work that is performed on a public holiday, an employee who is an Associate Lecturer, Lecturer or Senior Lecturer shall accumulate time off in lieu, at double the ordinary rate.
- (e) Judicious timetabling will ensure that there are minimal occurrences that require an employee who is an Associate Lecturer, Lecturer or Senior Lecturer to access time off in lieu provisions.

A6.9 Time Off In Lieu (TOIL)

- (a) The following limitations are to apply in terms of how much time off in lieu can be accrued and when unused portions of time off in lieu will be paid out:
 - (i) any unused balance of time off in lieu (excluding a future dated and approved use of TOIL) is to be paid out at the end of each calendar year for Associate Lecturers, Lecturers or Senior Lecturers; and
 - (ii) where approved time off in lieu balances reach 80 hours for Associate Lecturers, Lecturers or Senior Lecturers, then all balances are to be paid out unless the employee and the General Manager agree to retain the balance.

A6.10 Travel

- (a) The following conditions apply to Associate Lecturers, Lecturers and Senior Lecturers:
 - (i) An Associate Lecturer, Lecturer or Senior Lecturer who is required to undertake official travel away from their usual workplace outside the ordinary spread of hours is entitled to time off in lieu on a time for time basis;
 - (ii) Travel time for an Associate Lecturer, Lecturer or Senior Lecturer will be recognised as ordinary working hours, i.e. as part of their ordinary 36.25 hours per week.
 - (iii) When 36.25 hours per week is exceeded as a result of travel associated with delivery or the official travel is undertaken outside the ordinary spread of hours, an Associate Lecturer, Lecturer or Senior Lecturer will be compensated with time off in lieu on a time for time basis.
 - (iv) Recognition for time spent travelling will be calculated according to the difference between the time usually taken to travel from the Associate Lecturer, Lecturer or Senior Lecturer's usual place of residence to their usual workplace and the time taken to travel from the Associate Lecturer, Lecturer or Senior Lecturer's residence to the alternative workplace. The excess time will be calculated to the nearest quarter of an hour. Time off in lieu will only be granted for periods of not less than 30 minutes.

SIGNATORIES

M. Campbell

Signed by the Chief Executive Officer of **TAFE Queensland**)

O. Heather

In the presence of:

Signed for and on behalf of the Queensland Teachers Union of Employees)

B. Crotty

In the presence of:

M.J. Anghel

Signed for and on behalf of Together Queensland Industrial Union of Employees)

K. Flanders

In the presence of:

M. Thomas