

QUEENSLAND INDUSTRIAL RELATIONS COMMISSION

Industrial Relations Act 1999 - s. 130 - award review

TAFE TEACHERS' AWARD - STATE 2003

(Matter A/2010/156)

DEPUTY PRESIDENT SWAN
DEPUTY PRESIDENT BLOOMFIELD
COMMISSIONER THOMPSON

14 June 2012

AWARD REVIEW

After reviewing the above Award as required by s. 130 of the *Industrial Relations Act 1999*, this Commission orders that the Award be repealed and the following Award be made as from 14 June 2012.

TAFE TEACHERS' AWARD - STATE 2012

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1.1 Title

This Award is known as the TAFE Teachers' Award - State 2012.

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1.3 Award coverage

This Award applies to those employees of the Department of Education, Training and Employment whose rates of pay are fixed by this Award and to the Chief Executive of the Department of Education, Training and Employment as the employer in relation to such employees.

1.4 Statutory coverage

The provisions of the *Public Service Act 2008* and Regulations made thereunder and the *Vocational Education, Training and Employment Act 2000* and Regulations made thereunder shall continue to apply to the employees or classes of employees to which this Award applies, where such Acts and Regulations are applicable, save in so far as the conditions of employment and the remuneration to be received by such employees or classes of employees are affected by the provisions of this Award.

1.5 Date of operation

This Award takes effect from 14 June 2012.

1.6 Parties bound

This Award is legally binding upon the employees as prescribed by clause 1.3 and their employers, and the Together Queensland, Industrial Union of Employees and the Queensland Teachers Union of Employees and their members.

1.7 Definitions

- 1.7.1 "Act" means the *Industrial Relations Act 1999* as amended or replaced from time to time.
- 1.7.2 "Associated Functions" means student management other than teaching as defined, preparation, marking and subject counselling.
- 1.7.3 "Base Qualification" means a qualification which is considered by the Chief Executive to be equivalent to an apprenticeship or similar qualification.
- 1.7.4 "Casual Employee" means an employee other than a Permanent part-time employee as defined who is engaged by the hour to work on an irregular basis as a Teacher or Tutor.
- 1.7.5 "Chief Executive" means the Chief Executive of the Department of Education, Training and Employment.
- 1.7.6 "Commission" means the Queensland Industrial Relations Commission.
- 1.7.7 "Educational Administrator" means a person appointed as such and who:
- (a) holds approved teaching qualifications;
 - (b) holds relevant vocational qualifications;
 - (c) is responsible for the management of all aspects of educational programs offered within an Institute;
 - (d) is responsible for providing leadership based on academic and administrative competence;
 - (e) is responsible for the provision and management of resources;
 - (f) is responsible for the management and co-ordination of activities encompassed by the Institute and TAFE Queensland corporate management programs; and
 - (g) provides and promotes an enhanced system of vocational and further education and training to achieve educational excellence.
- Positions of Educational Administrator are promotional and include Associate Director and/or Programme Manager.
- 1.7.8 "Educational Delivery Staff" means staff who are involved in the delivery of vocational education and training services to clients. These staff include Teachers, Leading Vocational Teachers, Training Consultants, Training and Development Advisers, Training Project Officers and Instructional Designers or staff carrying out similar functions and having similar responsibilities as the abovementioned staff.
- 1.7.9 "Fixed-Term Employee" means an employee engaged as a Teacher, Leading Vocational Teacher or Educational Administrator to meet temporary circumstances for a specified period not exceeding 12 months. Where such a need continues to exist for an engagement beyond 12 months a Permanent, Full-Time Teacher, Leading Vocational Teacher or Educational Administrator appointment shall be made except where mutually agreed by the relevant parties to this Award.
- 1.7.10 "Fixed-Term Tutor" means a person appointed as such who is engaged to meet temporary circumstances for a specific period.
- 1.7.11 "Incidental Duties" means course, curriculum or special program development and review, industry liaison, professional development, course and career counselling.
- 1.7.12 "Institute" means any technical and further education Institute operated by the State providing vocational education and training continued or established pursuant to the *Vocational Education, Training and Employment Act 2000* or any Act in substitution or amendment thereof.
- 1.7.13 "Institute Director" means the person in charge of an Institute.

- 1.7.14 "Leading Vocational Teacher" means a person appointed as such and who undertakes a leadership role in addition to performing teaching functions and duties".
- 1.7.15 "Non-Attendance Time" means those periods of time when a Permanent Teacher, Leading Vocational Teacher, Principal Teacher or Tutor is not required to be in attendance at an Institute.
- 1.7.16 Permanent" in relation to Teacher, Leading Vocational Teacher, Principal Teacher, Educational Administrator or Tutor means a person appointed as such who is a public service officer appointed on tenure pursuant to the *Public Service Act 2008*.
- 1.7.17 "Principal Teacher" means a person appointed as such and who performs Teaching Functions, and Incidental Duties as defined for the classification of Teacher, and, either -
- (a) provides leadership in the maintenance of standards in teaching strategies and assessment procedures; and/or
 - (b) provides leadership and guidance in the technical aspects of the discipline; and/or
 - (c) is responsible for the provision and management of resources as well as managing and co-ordinating the range of educational program activities offered by an area of an Institute.
- 1.7.18 "Support/Assist" means to give help to; take secondary part to.
- 1.7.19 "Teacher" means a person appointed as such and who performs Teaching Functions and Incidental Duties as defined within that person's area of expertise in relation to courses or subjects offered by Institutes.
- 1.7.20 "Teaching Functions" means the teaching, classroom assessment and supervision of students.
- 1.7.21 "Tutor" means a person appointed as such who is required, under the direction of a Teacher, or in consultation with other Educational Delivery Staff, to conduct tutorials for the purpose of revising and consolidating student learning in theory and practical classes and to assist with student assessment, but does not teach.
- 1.7.22 "Tutoring Duties" means:
- (a) Provide support to students through the delivery of tutorials as directed by the Teacher and/or in consultation with other Educational Delivery Staff, and provide support in student assessment (including support in recognition of prior learning and workplace assessment);
 - (b) Provide support through the delivery of tutorials in the workplace;
 - (c) Provide learning support to students as directed by the Teacher and/or in consultation with other Educational Delivery Staff;
 - (d) Contribute to educational and subject planning and development for the actual delivery of vocational education and training services;
 - (e) Participate in and contribute to the Work Team;
 - (f) Regularly liaise with team members to discuss issues such as tutorial requirements and content;
 - (g) Provide advice on trends and practices in industry.
- 1.7.23 "Union" means the Together Queensland, Industrial Union of Employees and/or the Queensland Teachers Union of Employees.
- 1.7.24 "Work Team" means the group of staff who primarily contribute to the direct delivery of vocational education and training.

PART 2 - FLEXIBILITY

2.1 Enterprise flexibility

- 2.1.1 As part of a process of improvement in productivity and efficiency, discussion should take place at each enterprise to provide more flexible working arrangements, improvement in the quality of working life, enhancement of skills, training and job satisfaction and to encourage consultative mechanisms across the workplace.

- 2.1.2 The consultative processes established in an enterprise in terms of clause 2.1 may provide an appropriate mechanism for consideration of matters relevant to this clause. Union delegates at the place of work may be involved in such discussions.
- 2.1.3 Any proposed genuine agreement reached between an employer and employee/s in an enterprise is contingent upon the agreement being submitted to the Commission in accordance with Chapter 6 of the Act and is to have no force or effect until approval is given.

2.2 Procedures to implement facilitative award provisions

Wherever facilitative provisions appear in this Award which allow for determination of the conditions of employment by agreement between the Chief Executive and the Union or the Chief Executive and the majority of employees affected, the following procedures shall apply:

- 2.2.1 Facilitative award provisions can be negotiated between management and employees who are directly affected by such proposals or between management and the Union depending upon the particular award provisions.
- 2.2.2 Employees may be represented by their local Union delegate/s and shall have the right to be represented by their local Union official/s.
- 2.2.3 Facilitative award provisions can only be implemented by agreement.
- 2.2.4 In determining the outcome from facilitative provisions, neither party should unreasonably withhold agreement.
- 2.2.5 Agreement is defined as obtaining consent of greater than 50% of employees directly affected or of the Union depending upon the particular award provisions.
- 2.2.6 Where a provision refers to agreement by the majority of employees affected, all employees directly affected shall be consulted as a group. Should the consultation process identify employees in specific concerns which relate to either equity or occupational health and safety issues such concerns may be catered for on an individual basis subject to operational requirements.
- 2.2.7 Any agreement reached must be documented, and shall incorporate a review period.
- 2.2.8 Where the agreement relates to either the working of ordinary hours on other than a Monday to Friday basis, the introduction of shift work or change to the shift roster the relevant industrial organisation/s are to be notified in writing at least one week in advance of agreement being sought.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 Prevention and settlement of disputes

- 3.1.1 The objectives of this procedure are the avoidance and resolution of any disputes over matters covered by this Award, by measures based on the provision of information and explanation, consultation, co-operation and negotiation.
- 3.1.2 Subject to legislation, while the dispute procedure is being followed, normal work is to continue except in the case of a genuine safety issue. The *status quo* existing before the emergence of a dispute is to continue whilst the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.
- 3.1.3 There is a requirement for management to provide relevant information and explanation and consult with the appropriate employee representatives.
- 3.1.4 In the event of any disagreement between the parties as to the interpretation or implementation of this Award, the following procedures shall apply:
- (a) the matter is to be discussed by the employee's Union representative and/or the employee(s) concerned (where appropriate) and the immediate supervisor in the first instance. The discussion should take place within 24 hours and the procedure should not extend beyond 7 days;
 - (b) if the matter is not resolved as per clause 3.1.4(a), it shall be referred by the Union representative and/or the employee(s) to the appropriate management representative who shall arrange a conference of the parties to discuss the matter. This process should not extend beyond 7 days;
 - (c) if the matter remains unresolved it may be referred to the Chief Executive or nominee for discussion and appropriate action. This process should not exceed 14 days;

(d) if the matter is not resolved then it may be referred by either party to the Commission for conciliation.

3.1.5 Nothing contained in this procedure shall prevent Unions or the Queensland Government from intervening in respect of matters in dispute, should such action be considered conducive to achieving resolution.

3.2 Employee grievance procedures

3.2.1 The objectives of the procedure are to promote the prompt resolution of grievances by consultation, co-operation and discussion; to reduce the level of disputation; and to promote efficiency, effectiveness and equity in the workplace.

3.2.2 This procedure applies to all industrial matters within the meaning of the Act.

3.2.3 Stage 1: In the first instance the employee shall inform such employee's immediate supervisor of the existence of the grievance and they shall attempt to solve the grievance. It is recognised that an employee may exercise the right to consult such employee's Union representative during the course of Stage 1.

3.2.4 Stage 2: If the grievance remains unresolved, the employee shall refer the grievance to the next in line management ("the manager"). The manager will consult with the parties. The employee may exercise the right to consult or be represented by such employee's Union representative during the course of Stage 2.

3.2.5 Stage 3: If the grievance is still unresolved, the manager will advise the Chief Executive and the aggrieved employee may submit the matter in writing to the Chief Executive of the organisation if such employee wishes to pursue the matter further. If desired by either party, the matter shall also be notified to the Union.

The Chief Executive shall ensure that:

(a) the aggrieved employee or such employee's Union representative has the opportunity to present all aspects of the grievance;

(b) the grievance shall be investigated in a thorough, fair and impartial manner.

The Chief Executive may appoint another person to investigate the grievance. The Chief Executive may consult with the Union in appointing an investigating employee. The appointed person shall be other than the employee's supervisor or manager.

If the matter is notified to the Union, the investigating employee shall consult with the Union during the course of the investigation. The Chief Executive shall advise the employee initiating the grievance, such employee's Union representative and any other employee directly concerned of the determinations made as a result of the investigation of the grievance.

The Chief Executive may delegate such Chief Executive's grievance resolution powers under clause 3.2 to a nominated representative.

3.2.6 The procedure is to be completed in accordance with the following time frames unless the parties agree otherwise:

Stage 1 Discussions should take place between the employee and such employee's supervisor within 24 hours and the procedure shall not extend beyond 7 days.

Stage 2 Not to exceed 7 days.

Stage 3 Not to exceed 14 days.

3.2.7 If the grievance is not settled the matter may be referred to the chief executive of the Public Service Commission or the Commission by the employee or the Union, as appropriate, in accordance with the respective jurisdictions of the tribunals.

3.2.8 Subject to legislation, while the grievance procedure is being followed, normal work is to continue, except in the case of a genuine safety issue. The *status quo* existing before the emergence of a grievance or dispute is to continue while the procedure is being followed. No party shall be prejudiced as to the final settlement by the continuation of work.

3.2.9 Where the grievance involves allegations of sexual harassment, an employee may commence the procedure at Stage 3.

PART 4 - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

4.1 Employment categories

4.1.1 Employees covered by this Award shall be advised in writing of their employment category upon appointment.

Employment categories are:

- (a) full-time;
- (b) part-time;
- (c) fixed term; and
- (d) casual

4.2 Part-time employment

4.2.1 *Hours* - The ordinary working hours for permanent part-time employees shall be worked continuously excluding meal breaks and shall not be less than 0.4 or more than 0.8 of the full-time hours, with the number of hours worked being fixed and constant over a weekly period.

4.2.2 *Duties and responsibilities* - Persons will be expected to assume an appropriate workload relative to their employment fraction. This workload will include the professional duties and responsibilities carried by permanent full-time employees.

4.2.3 *Payment* - A permanent part-time employee shall be paid according to their hours of engagement at the same hourly rate as a permanent full-time employee would be paid for performing in the same designation.

4.2.4 Annual increments shall be payable to permanent part-time employees under the same provisions as applicable to Permanent, full-time employees provided that increments of salary will become due when the permanent part-time employee has completed the equivalent of one year of full-time service.

4.2.5 Permanent part-time employees shall be entitled to any allowances applicable based *pro rata* on the number of hours worked in relation to the ordinary full-time hours applicable to the classification.

4.2.6 A permanent part-time employee who usually works on a day of the week on which a public holiday falls and who is not required to work on that day shall be paid for the time which would otherwise have been worked on that day.

4.2.7 *Leave* - All leave provision entitlements as apply to permanent full-time employees shall apply to permanent part-time employees on a *pro rata* basis based upon the actual number of hours worked per week:

Provided that bereavement leave entitlements shall be the same as for permanent full-time employees and that, where the particular circumstances would warrant a permanent full-time employee being granted leave on consecutive days for a short leave of absence, similar consideration will be given to a part-time employee working consecutive days.

4.2.8 *Return to permanent, full-time teaching* - The following will apply to those persons who were employed permanent full-time prior to transferring to a part-time basis:

- (a) Voluntary return - Persons are guaranteed return to permanent full-time teaching at the earliest available opportunity upon their request.

In general, 3 months' notice will be required prior to return to permanent full-time teaching. However, the parties recognise that problems may occur in smaller centres which necessitate a longer waiting period. In these cases, the return to permanent full-time teaching will be subject to a vacancy arising but wherever possible will occur no later than the commencement of the following Institute year, provided that the appropriate notice has been given.

Where the employer believes that a return to permanent full-time teaching will not be possible by the commencement of the following year, the employer shall notify the employee and the employee's Union at the earliest opportunity of this fact and the circumstances preventing a return to permanent full-time teaching. Subject to clause 3.2 (employee grievance procedures) of this Award, the parties shall negotiate for return to permanent full-time teaching.

Wherever possible, the employer will waive notice requirements for return to permanent full-time teaching in emergent or compassionate circumstances.

- (b) Involuntary return - The parties acknowledge that circumstances as agreed to from time to time will arise where continuation of a person on a part-time basis will present difficulties for efficient staffing.

A person considered to be in such a situation will be approached by the employer to negotiate a return to permanent full-time teaching.

4.3 Fixed-term employment

- 4.3.1 Fixed-term employees shall be engaged in accordance with section 53/54 of the *Public Service Act 2008* or any section made under the Act amending or in substitution for such section.
- 4.3.2 Fixed-term employees shall be paid in accordance with their experience and qualifications as a Teacher, Leading Vocational Teacher, Educational Administrator or Tutor as specified in clause 5.1 and Schedule 4 for the relevant classification and hours of engagement of this Award.
- 4.3.3 All provisions contained in this Award shall apply to fixed-term employees in accordance with their hours of engagement.

4.4 Casual employment

- 4.4.1 Casual engagements shall be offered first to permanent full-time Teachers and Tutors provided that such engagements extending beyond 6 hours per week for permanent full-time Teachers and Tutors shall be subject to the discretion of the Institute Director.

- 4.4.2 The following conditions shall be applicable to casual employment excluding engagements in Stream 1000 programs:

- (a) A Casual Teacher shall be paid the hourly equivalent of Step 4 of the Teacher salary scale provided in Schedule 4 of this Award;
- (b) The hourly rate in clause 4.4.2(a) shall be calculated by dividing the appropriate fortnightly salary by 42 and adding 23% for engagements between the hours of 8.00 a.m. and 6.00 p.m. Monday to Friday;
- (c) The hourly rate referred to in clause 4.4.2(a) includes payment for teaching and Incidental Duties;
- (d) A Casual Tutor shall be paid the hourly equivalent of 70% of Step 4 of the Teacher salary scale provided in Schedule 4 of this Award. 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 8.00 a.m. and 6.00 p.m. Monday to Friday;

The number of hours that a casual Tutor is engaged for must reflect the number of hours that they are programmed for Tutoring Duties;

- (e) All teaching/tutoring hours worked before 8.00 a.m. and after 6.00 p.m. Monday to Friday or on Saturday shall be paid at one and a-half times the ordinary hourly rate;
- (f) All teaching/tutoring hours worked on Sundays shall be paid at double the ordinary hourly rate;
- (g) All teaching/tutoring hours worked on public holidays shall be paid at double time and one-half the ordinary hourly rate;
- (h) Where casual teaching/tutoring is allotted owing to an unscheduled staff shortage caused by sick leave, special leave or any other emergency, payment shall be made at the applicable rate specified in clause 4.4.2(a) to (g).

4.5 Anti-discrimination

- 4.5.1 It is the intention of the parties to this Award to prevent and eliminate discrimination as defined by the *Anti-Discrimination Act 1991* and the *Industrial Relations Act 1999* as amended from time to time, which includes:

- (a) discrimination on the basis of sex, relationship status, family responsibilities, pregnancy, parental status, breastfeeding, age, race, impairment, religious belief or religious activity, political belief or activity, trade Union activity, lawful sexual activity, gender identity, sexuality and association with, or relation to, a person identified on the basis of the above attributes;
- (b) sexual harassment; and
- (c) racial and religious vilification.

- 4.5.2 Accordingly, in fulfilling their obligations under the prevention and settlement of disputes in clause 3.1, the parties to the Award must take reasonable steps to ensure that neither the Award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 4.5.3 Under the *Anti-Discrimination Act 1991* it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 4.5.4 Nothing in clause 4.5 is to be taken to affect:

- (a) any different treatment (or treatment having different outcomes) which is specifically exempted under the *Anti-Discrimination Act 1991*;
- (b) an employee, employer or registered organisation, pursuing matters of discrimination, including by application to the Australian Human Rights Commission/Anti-Discrimination Commission Queensland.

4.6 Termination of employment

4.6.1 *Statement of employment*

The employer shall, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

4.6.2 *Termination by employer*

- (a) The employer may dismiss an employee only if the employee has been given the following notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) In addition to the notice in clause 4.6.2(a), employees 45 years old or over and who have completed at least 2 years' continuous service with the employer shall be entitled to an additional week's notice.
- (c) Payment in lieu of notice shall be made if the appropriate notice is not given provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:
- (i) the ordinary working hours to be worked by the employee; and
- (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
- (iii) any other amounts payable under the employee's employment contract.
- (e) The period of notice in this clause shall not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

4.6.3 *Termination by employee*

- (a) The employee shall give the employer 2 weeks' notice of the employee's termination of employment or forfeit 2 weeks' salary in lieu thereof.
- (b) Recognition of previous service shall be given to all employees as prescribed in a Directive relating to Recognition of Previous Service issued by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*.

4.6.4 *Time off during notice period*

During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

4.7 Introduction of changes

4.7.1 Employer's duty to notify

- (a) Where the employer decides to introduce changes in production, program, organisation, structure or technology, that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and, where relevant, their Union or Unions.
- (b) 'Significant effects' includes termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs:

Provided that where the Award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

4.7.2 Employer's duty to consult over change

- (a) The employer shall consult the employees affected and, where relevant, their Union or Unions about the introduction of the changes, the effects the changes are likely to have on employees (including the number and categories of employees likely to be dismissed, and the time when, or the period over which, the employer intends to carry out the dismissals), and the ways to avoid or minimise the effects of the changes (e.g. by finding alternate employment).
- (b) The consultation must occur as soon as practicable after making the decision referred to in clause 4.7.1.
- (c) For the purpose of such consultation the employer shall provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees, and any other matters likely to affect employees:

Provided that an employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.8 Redundancy

The provisions of clause 4.8 will not apply to the extent that the provisions of the redundancy arrangements are contained in a Directive issued by the Minister responsible for industrial relations pursuant to section 54 of the *Public Service Act 2008*, where the Directive provides for entitlements that are superior to clause 4.8.

4.8.1 Consultation before terminations

- (a) Where the employer decides that the employer no longer wishes the job the employee has been doing to be done by anyone, and this is not due to the ordinary and customary turnover of labour, and that decision may lead to termination of employment, the employer shall consult the employee directly affected and where relevant, their Union or Unions.
- (b) The consultation shall take place as soon as it is practicable after the employer has made a decision, which will invoke the provisions of clause 4.8.1(a) and shall cover the reasons for the proposed terminations, measures to avoid or minimise the terminations and/or their adverse affects on the employees concerned.
- (c) For the purpose of the consultation the employer shall, as soon as practicable, provide in writing to the employees concerned and, where relevant, their Union or Unions, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, the number of workers normally employed and the period over which the terminations are likely to be carried out:

Provided that an employer shall not be required to disclose confidential information, the disclosure of which would be adverse to the employer's interests.

4.8.2 Transfer to lower paid duties

- (a) Where an employee is transferred to lower paid duties for reasons set out clause 4.8.1 the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated under clause 4.6.
- (b) The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former amounts the employer would have been liable to pay and the new lower amount the employer is liable to pay the employee for the number of weeks of notice still owing.
- (c) The amounts must be worked out on the basis of:
 - (i) the ordinary working hours to be worked by the employee; and
 - (ii) the amounts payable to the employee for the hours including for example, allowances, loadings and penalties; and
 - (iii) any other amounts payable under the employee's employment contract.

4.8.3 *Transmission of business*

- (a) Where a business is, whether before or after the date of insertion of this clause in the Award transmitted from the employer (transmittor) to another employer (transmittee), and an employee who at the time of such transmission was an employee of the transmittor of the business, becomes an employee of the transmittee:
 - (i) the continuity of the employment of the employee shall be deemed not to have been broken by reason of such transmission; and
 - (ii) the period of employment which the employee has had with the transmittor or any prior transmittor shall be deemed to be service of the employee with the transmittee.
- (b) In clause 4.8.3, 'business' includes trade, process, business or occupation and includes a part or subsidiary (which means a corporation that would be taken to be a subsidiary under the Corporations Law, whether or not the Corporations Law applies in the particular case) of any such business and 'transmission' includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and 'transmitted' has a corresponding meaning.

4.8.4 *Time off during notice period*

- (a) Where a decision has been made to terminate an employee in the circumstances outlined in clause 4.8.1, the employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

4.8.5 *Notice to Centrelink*

Where a decision has been made to terminate employees in the circumstances outlined in clause 4.8.1, the employer shall notify Centrelink as soon as possible giving all relevant information about the proposed terminations, including a written statement of the reasons for the terminations, the number and categories of the employees likely to be affected, the number of workers normally employed and the period over which the terminations are intended to be carried out.

4.8.6 *Severance pay*

- (a) In addition to the period of notice prescribed for ordinary termination in clause 4.6.2(a), and subject to further order of the Commission, an employee whose employment is terminated for reasons set out in clause 4.8.1(a), shall be entitled to the following amounts of severance pay:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	nil
1 year but not more than 2 years	4
More than 2 years but not more than 3 years	6
More than 3 years but not more than 4 years	7
More than 4 years but not more than 5 years	8
More than 5 years but not more than 6 years	9
More than 6 years but not more than 7 years	10

Period of Continuous Service	Severance Pay (weeks' pay)
More than 7 years but not more than 8 years	11
More than 8 years but not more than 9 years	12
More than 9 years but not more than 10 years	13
More than 10 years but not more than 11 years	14
More than 11 years but not more than 12 years	15
More than 12 years	16

(b) 'Weeks' Pay' means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

4.8.7 *Superannuation benefits*

The employer may make an application to the Commission. for relief from the obligation to make severance payments in circumstances where:

- (a) the employer has contributed to a superannuation scheme which provides a particular benefit to an employee in a redundancy situation; and
- (b) the particular benefit to the employee is over and above any benefit the employee might obtain from any legislative scheme providing for superannuation benefits (currently the federal Superannuation Guarantee levy) or an award based superannuation scheme.

4.8.8 *Employee leaving during notice*

An employee whose employment is terminated for reasons set out in clause 4.8.1(a), may terminate such employment during the period of notice, and, if so, shall be entitled to the same benefits and payments under this clause had such employee remained with the employer until the expiry of such notice:

Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

4.8.9 *Alternative employment*

The employer, in a particular case, may make application to the Commission to have the general severance pay prescription amended if the employer obtains acceptable alternative employment for an employee.

4.8.10 *Employees with less than one year's service*

Clause 4.8 shall not apply to employees with less than one year's continuous service and the general obligation on employers should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

4.8.11 *Employees exempted*

Clause 4.8 shall not apply:

- (a) where employment is terminated as a consequence of misconduct on the part of the employee; or
- (b) to employees engaged for a specific period or task(s); or
- (c) to casual employees.

4.8.12 *Employers exempted*

Subject to an order of the Commission, in a particular redundancy case, clause 4.8 shall not apply to an employer that employs employees working a total of fewer than 550 hours on average per week, excluding overtime, Monday to Sunday. The 550 hours shall be averaged over the previous 12 months.

4.8.13 *Exemption where transmission of business*

- (a) The provisions of clause 4.8.6 are not applicable where a business is before or after the date of the insertion of this clause into the Award, transmitted from the employer (transmittor) to another employer (transmittee), in any of the following circumstances:

- (i) where the employee accepts employment with the transmittee which recognises the period of continuous service which the employee had with the transmitter, and any prior transmitter, to be continuous service of the employee with the transmittee; or
- (ii) where the employee rejects an offer of employment with the transmittee:
 - (A) in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
 - (B) which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee.
- (b) The Commission may amend clause 4.8.13(a)(ii) if it is satisfied that it would operate unfairly in a particular case, or in the instance of contrived arrangements.

4.8.14 *Incapacity to pay*

The employer in a particular redundancy case may make application to the Commission to have the general severance pay prescription amended on the basis of the employer's incapacity to pay.

4.9 Incidental and peripheral tasks

- 4.9.1 An employer may direct an employee to carry out such duties as are reasonably within the limits of the employee's skill, competence and training.
- 4.9.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment (where relevant).
- 4.9.3 Any direction issued by an employer pursuant to clauses 4.9.1 and 4.9.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

PART 5 - WAGES AND WAGE RELATED MATTERS

5.1 Salaries

5.1.1 *Tutors*

- (a) The scale of minimum salaries that shall apply to Tutors is as listed in Schedule 4 of this Award.
- (b) Except as otherwise provided in this Award, progression from one salary step to a higher salary step shall be by annual increments.
- (c) A Tutor shall have qualifications at least equal to the level of the course or courses to which they are assigned.
- (d) A Tutor's commencing classification will be consistent with the provisions of Schedule 3 of this Award.
- (e) A Tutor may be required to conduct tutorial classes of a minimum of one hour duration. The accepted Tutor/student ratio is 1 to 15 but this can be amended by the Work Team and a representative of management after due consideration has been given to the following guidelines:
 - consultation with management, members of staff and unions;
 - awareness of safety hazards or risks to students;
 - limitations in accommodation and/or equipment;
 - students with disabilities and/or learning difficulties;
 - compliance with the *Work Health and Safety Act 2011*;
 - conduct of special access programs, community education and compensatory programs;
 - mode of delivery.

The amendment should be reported to the Institute Consultative Committee.

- (f) The decision to introduce/vary the use of Tutors in the presentation of a course will be made by the Work Team and a representative of management through a process of consultation.

- (g) Tutors can conduct tutorials only on work that has been previously covered by a Teacher or other Educational Delivery Staff or by using another mode of delivery.
- (h) Tutors performing higher duties as a Teacher shall be paid a higher duties allowance in accordance with the provisions of Schedule 3 to this Award.

5.1.2 *Teachers*

- (a) The scale of minimum salaries that shall apply to Teachers is as listed in Schedule 4 of this Award.
- (b) Except as otherwise provided in this Award, progression from one salary step to a higher salary step shall be by annual increments.
- (c) Subject to the approval by the Chief Executive of individual appointments, the following minimum conditions shall apply to the appointment of Teachers:
 - (i) A Teacher appointed with base trade vocational or equivalent qualifications and a minimum of 5 years post trade training industrial experience or 9 years full-time industrial experience shall commence at Step 3 of the scale.
 - (ii) A Teacher appointed with vocational qualifications higher than those in clause 5.1.2(c)(i), that is, not less than diploma level and up to and including degree level, and 5 years post trade training industrial experience shall commence at Step 3 of the scale.
 - (iii) A Teacher with an approved teaching qualification and a minimum of 5 years post trade training industrial and/or teaching experience shall commence at Step 3 of the scale.
 - (iv) A Teacher with an approved teaching qualification, base trade vocational or equivalent qualifications at less than diploma level, and a minimum of 5 years post trade training industrial and/or teaching experience shall commence at Step 3 of the scale.
 - (v) A Teacher appointed with a vocational qualification at bachelor degree level, plus additional qualifications at not less than diploma level, and 5 years post trade training industrial experience shall commence at Step 3 of the scale.
 - (vi) A Teacher with an approved teaching qualification in addition to vocational qualifications higher than those in clause 5.1.2(c)(i), that is, not less than diploma level and up to and including degree level, and 5 years post trade training industrial/teaching experience shall be appointed at no less than Step 4 of the scale.
 - (vii) A Teacher without an approved teaching qualification shall not progress beyond Step 4.
 - (viii) A Teacher with an approved teaching qualification and less than 5 years post trade training industrial/teaching experience shall be appointed in line with the qualifications specified in clauses 5.1.2(c)(ii), (iii) or (iv), but shall serve the balance of the 5 year period, excluding years accrued since current appointment, on Step 4 of the scale before progressing.
 - (ix) A Teacher with an approved teaching qualification, a vocational qualification at bachelor degree level plus additional higher qualifications and 5 years post trade training industrial and/or teaching experience shall commence at Step 5 of the scale.
- (d) Recognition of previous teaching experience - Recognition of teaching experience up to Step 9 on the scale is dependent upon the applicant holding an approved teaching qualification and having post qualification teaching experience in an approved educational institution.

5.1.3 *Leading Vocational Teachers*

- (a) The scale of minimum salaries that shall apply to Leading Vocational Teachers is as listed in Schedule 4 of this Award.
- (b) Teachers on Step 9 of the salary scale shall progress to Leading Vocational Teacher Step 1 provided that they sign an undertaking to perform additional duties and have completed at least 12 months on Step 9. Progression to Leading Vocational Teacher Step 1 will take effect from the date of signing/acceptance of the undertaking that specifies the additional duty(s).
- (c) Progression to Steps 2 and 3 of Leading Vocational Teacher will be by annual increments subject only to clause 5.1.3(f).

(d) The additional duties expected of a Leading Vocational Teacher may include:

- Performance of high level duties of a critical nature to the business provided that these duties are not those expected of Associate Directors or those on the Educational Administrator Level;
- Teacher plus team leadership;
- International projects/business;
- Industry liaison work;
- Work in industry;
- Leadership in teaching practice;
- Accountability (delegation of financial or staffing);
- Performance, planning and review;
- Mentoring (teachers/tutors);
- Marketing (development of promotional strategies);

Programming.

(e) The list of additional duties is meant to be indicative only and does not provide an exhaustive list.

(f) Should a Leading Vocational Teacher fail to meet their undertaking they shall be made subject to a review of their duties and classification. Such a review may consider a re-allocation of duties or a removal of the Leading Vocational Teacher classification whereby the employee may return to Step 9.

(g) There will be no quotas to limit the number of Leading Vocational Teachers.

(h) Detailed guidelines for the operation of Leading Vocational Teachers may be developed by the parties to this Award from time to time.

5.1.4 *Principal teachers*

(a) No new appointments will be made to Principal Teacher. Current employees engaged as Principal Teachers will continue to be paid in accordance with this level until such time as they leave their teaching engagements with TAFE Queensland.

(b) Principal Teachers who have transitioned to the Leading Vocational Teacher position will be required to perform additional duty(s), but shall not be required to sign an undertaking.

(c) The scale of minimum salaries that shall apply to Principal Teachers is as listed in Schedule 4 of this Award.

(d) Except as otherwise provided in this Award, progression from one salary step to a higher salary step shall be by annual increments.

5.1.5 *Educational administrators*

(a) The scale of minimum salaries that shall apply to Associate Director/Programme Manager is as listed in Schedule 4 of this Award.

(b) The positions of Associate Director/Programme Manager within Institutes shall be determined by the employer having regard to the functions and duties to be performed, the level of supervision and other relevant work value considerations.

5.1.6 *Increments*

Notwithstanding anything contained in this Award, no employee shall be entitled to receive any increase in salary by virtue of this Award if the conduct, diligence, and general efficiency of such employee shall have been certified to be unsatisfactory by the Chief Executive.

If any increase prescribed by this Award is withheld from or refused to be granted to any employee, such employee shall be given an opportunity to show cause to the Chief Executive why such increase should not be withheld.

5.1.7 The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the 1 September 2011 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements, are not to be used to offset arbitrated wage adjustments.

5.2 Allowances

5.2.1 *Overtime meal allowance* - Employees required to work beyond their normal programmed working hours and the working of such time does not allow them to return to their homes or lodgings for a meal shall be paid the allowance prescribed in a Directive relating to Overtime Meal Allowances issued by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*.

5.2.2 *Locality allowance* - The conditions and entitlements of locality allowances paid to employees who are appointed to work at named centres are prescribed in a Directive relating to Locality Allowances issued by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*.

5.2.3 *Performance of higher duties* - The conditions for the payment of higher duties when an employee assumes the duties and responsibilities of a higher classification level are prescribed in a Directive relating to Higher Duties issued by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*.

Provided that the extra remuneration prescribed by the Higher Duties Directive shall be paid to the classes of employees referred to in the application clause of the Directive who fill the office temporarily for more than 3 working days.

5.3 Superannuation

Subject to federal legislation, the employer must comply with superannuation arrangements prescribed in the *Superannuation (State Public Sector) Act 1990* (and associated Deed, Notice and Regulation).

Where federal legislation provides for choice of fund rights to an employee subject to this Award, and that employee fails to elect which superannuation fund to which employer contributions are directed, the employer will direct contributions to such fund as prescribed by the abovementioned Queensland legislation.

PART 6 - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK, WEEKEND WORK

6.1 Hours of work

6.1.1 The ordinary weekly working hours of employees shall not exceed 36¼.

(a) Teachers, Leading Vocational Teachers, Principal Teachers and Tutors shall be required to be in attendance at an Institute or engaged in Institute related work for a maximum of 32 hours per week.

(b) Attendance time may be extended by up to half an hour per week or one hour per fortnight to provide for a staff meeting to be called by an appropriate officer at a level not lower than Educational Administrator to be held outside associated function and incidental duty time.

Any such meeting would be held immediately prior to or following an associated function, incidental duty or teaching period or during a lunch break.

(c) Tutors shall be programmed for 32 hours of Tutoring Duties per week. A Tutor shall be programmed for 0.333 hours on non-contact tutorial duties for each hour of face to face tutoring with a group of students in the lecture/tutorial model, or in formal class situations which require Tutors to undertake research and/or preparation (of similar proportion to the non-contact time allocated), to a maximum of 24 hours face to face tutoring. This non-contact time shall be rounded up to the nearest quarter-hourly interval.

6.1.2 Ordinary hours shall be worked between 8.00 a.m. and 9.00 p.m. Monday to Friday and where particular circumstances related to the requirements of a course dictate, classes may be programmed before 8.00 a.m. or to 10.00 p.m.

(a) A Teacher, Principal Teacher or Tutor shall not be required to attend an Institute for more than 9 hours in any one day and commence duty more than once on any one day.

(b) No employee shall be required to commence duty less than 10 hours after the conclusion of the previous period of duty.

6.1.3 Principal Teachers, Teachers, Leading Vocational Teachers and Tutors engaged in teaching/tutorial shall work according to a program which shall entail a maximum of 5 days Institute attendance.

(a) Hours engaged in teaching shall not exceed 21 hours per week.

(b) Within the ordinary weekly attendance hours, Teachers, Leading Vocational Teachers and Principal Teachers shall be entitled to 8 hours for Associated Functions and 3 hours for Incidental Duties based on 21 hours teaching per week.

(c) Where teaching staff are programmed for more than 3 hours on Incidental Duties a corresponding proportional reduction is to be made to teaching and associated function time.

6.1.4 All teaching and tutoring programmed before 8.00 a.m. or after 6.00 p.m. shall be counted at time and a-half for the purpose of calculating the number of teaching/tutoring hours worked.

6.1.5 A Teacher, Leading Vocational Teacher, or Principal Teacher who is required to teach in more than 3 different course areas and 3 discrete subject areas shall not be required to teach more than 18 hours per week.

6.1.6 A Tutor who is required to Tutor in more than 3 different course areas and 3 discrete subject areas in the lecture/Tutorial model, or in formal class situations which require Tutors to undertake research and/or preparation (of similar proportion to the non-contact time allocated), shall be programmed for no more than 21 hours of face to face tutoring. Non-contact tutorial duties shall be programmed at 0.524 hours of each hour of face to face tutoring with a group of students. This non-contact time shall be rounded up to the nearest quarter-hourly interval.

6.1.7 Principal Teachers shall be programmed for a minimum of 6 hours teaching per week or 200 hours per year, whichever is the lesser, unless otherwise approved by the Chief Executive.

6.1.8 A casual Teacher shall not be engaged to teach for more than 12 hours per week.

6.1.9 A casual Tutor shall not be required to conduct tutorial classes for more than 12 hours per week.

6.2 Meal break

Employees shall not be required to work for more than 4 hours without being allowed an unpaid break of at least three-quarters of an hour.

6.3 Non-attendance time

The Institute Director shall, having regard to the efficient operation of the Institute and upon completion by each Permanent employee covered by this Award, excluding Educational Administrators (Associate Directors/Programme Manager), of allotted teaching/tutoring, or Incidental Duties grant Non-Attendance Time in accordance with conditions contained in Schedule 1 to this Award.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

7.1 Annual leave

7.1.1 Every Permanent, full-time employee covered by this Award shall be entitled to annual leave on full pay in accordance with the calculations and limitations set out in clause 7.1.

7.1.2 Employees shall accrue annual leave at the rate of 1.667 days each month of service up to a maximum accumulation of 26 working days:

Provided that those employees required to perform their duties for a period in excess of one calendar month at an Institute or campus which is located north of the 16th parallel of south latitude and west of 144 degrees of east longitude and including Charleville and those further centres which may be approved by the employer, shall accrue annual leave at the rate of 2.084 days each month of service up to a maximum accumulation of 36 working days.

7.1.3 All annual leave granted shall be exclusive of any public holiday or special holiday appointed under the *Holidays Act 1983*.

7.1.4 Annual leave may be taken in minimum periods of one day and up to the total of accrued leave at the date of commencement of such leave, provided that a minimum of 7 working days annual leave will be taken by all employees to coincide with the Christmas/New Year closure of an Institute.

7.1.5 Any balance of leave not availed of shall be taken into account when determining an employee's next leave entitlement accrued in accordance with the provisions of clause 7.1.2.

7.1.6 *Calculation of annual leave pay* - In respect to annual leave entitlements to which clause 7.1 applies, annual leave pay shall be calculated as follows:

- (a) All employees - In no case shall the payment by the employer to an employee be less than the sum of the following amounts:
 - (i) The employee's ordinary salary rate for the period of approved annual leave;
 - (ii) A further amount calculated at the rate of 17.5% of the amount referred to in clause 7.1.6(a)(i);
 - (iii) This payment shall not apply to any period of leave in excess of 20 working days per annum.
- (b) Loading payable in accordance with clause 7.1.6(a) will be paid prior to any annual leave being taken provided application for such leave is lodged 4 weeks prior to the commencement of such leave.

7.1.7 The following further provisions shall apply in respect of annual leave:

- (a) Notwithstanding that an employee has an entitlement to annual leave, such leave shall, subject to the exigencies of any particular situation, be taken at departmental convenience;
- (b) Where circumstances require:
 - (i) an employee may be directed to take annual leave upon the employee having accrued the maximum accumulation permitted in accordance with clause 7.1.2 ;
 - (ii) an employee may be recalled from annual leave. An employee so recalled shall be granted a minimum of 1/2 days credit. Where an employee is recalled for a period in excess of 3 hours on any one day, one day's credit shall be granted; and
 - (iii) annual leave previously granted may be cancelled and deferred to be taken at the earliest opportunity mutually convenient to the employee and the employer.
- (c) Applications for annual leave shall be made in writing in a form determined by the employer.

7.1.8 If the employment of an employee is terminated the employee shall be paid in addition to all other amounts due, annual leave payments for the balance of leave accrued in accordance with clause 7.1 up to the date of cessation.

7.2 Family leave

The provisions of the *Family Leave (Queensland Public Sector) Award - State 2012* (including carer's leave) apply.

The entitlements to family leave include:

- (a) Maternity leave;
- (b) Spousal leave;
- (c) Adoption leave;
- (d) Surrogacy leave;
- (e) Part-time work;
- (f) Carer's leave;
- (g) Bereavement leave; and
- (h) Cultural leave.

The conditions for paid family leave are found in a Directive relating to *Paid Parental Leave* issued by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*.

7.3 Bereavement leave

7.3.1 Employees are granted bereavement leave on full salary on the death of a member of the employee's immediate family or household.

7.3.2 "Immediate family" includes:

The employee's spouse;

- A child, ex-nuptial child, step-child, adopted-child, foster child and ex-foster child of the employee;
- Parent, grandparent, grandchild, sister or brother of the employee and of the employee's spouse;
- Step-father, step-mother, half-brother, half-sister, step-brother and step-sister of the employee.

7.3.3 "Spouse" of an employee includes:

- A former spouse; and
- A *defacto* spouse, including a spouse of the same sex as the employee.

7.3.4 Long-term casual employees

- (a) A long-term Casual Employee is entitled to at least 2 days unpaid bereavement leave on the death of a member of the person's immediate family or household.
- (b) A "long-term Casual Employee" is a Casual Employee engaged by a particular employer, on a regular and systematic basis, for several periods of employment during a period of at least one year immediately before the employee seeks to access an entitlement under clause 7.3.

7.3.5 The entitlements for bereavement leave are prescribed under in a Directive relating to *Bereavement Leave* issued by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*.

7.4 Sick leave

7.4.1 Sick leave (leave of absence on account of illness) on full salary will accumulate on the basis of 72½ hours for each completed year of service.

- (a) Leave may be taken for part of a day;
- (b) Entitlement to sick leave is conditional on the employee promptly notifying the employer of the employee's absence and of its expected duration; and
- (c) An application for sick leave of more than 3 days is to be supported by a medical certificate or any other evidence that is acceptable to the employer.
- (d) Sick leave shall be granted on the basis of one hour for each hour absent during ordinary programmed working hours, rounded to the nearest quarter hour.

7.4.2 The entitlements for sick leave are prescribed in a Directive relating to *Sick Leave* issued by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*.

7.5 Long service leave

7.5.1 Employees who complete 10 years' continuous service are entitled to long service leave at the rate of 1.3 weeks on full pay for each year of continuous service and a proportionate amount for an incomplete year of service.

7.5.2 After 7 years' continuous service employees are entitled to a proportionate payment (calculated on a *pro rata* basis for 7 years' continuous service) in specified circumstances relating to the termination of employment and parental leave.

7.5.3 The entitlements to long service leave are prescribed in a Directive relating to *Long Service Leave* issued by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*.

7.6 Industrial relations education leave

7.6.1 Industrial relations education leave is paid time off to acquire knowledge and competencies in industrial relations. Such knowledge and competencies can allow employees to effectively participate in consultative structures, perform a representative role and further the effective operation of grievance and dispute settlement procedures.

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

7.6.3 Additional leave, over and above 5 working days non-cumulative (or the equivalent hours) in any one calendar year may be granted where approved structured employees' training courses involve more than 5 working days

(or the equivalent). Such leave will be subject to consultation between the Chief Executive (or delegated authority) of the agency, the relevant Union and the employee.

7.6.4 Upon request and subject to approval by the Chief Executive (or delegated authority) of the agency, employees may be granted paid time off in special circumstances to attend management committee meetings, Union conferences, and ACTU Congress.

7.6.5 The granting of industrial relations education leave or any additional special leave should not impact adversely on service delivery, work requirements or the effectiveness and efficiency of the agency/work unit concerned. At the same time such leave shall not be unreasonably refused. At the discretion of the Chief Executive of the agency/public sector unit concerned, public sector employees may be granted special leave without pay to undertake work with their Union.

7.7 Public holidays

7.7.1 An employee who would ordinarily be required to work on a day on which a public holiday falls is entitled to full pay for the time the employee would ordinarily have been required to perform work on that day.

7.7.2 Subject to clause 7.7.6, all work done by any employee on:

- the 1st January;
- the 26th January;
- Good Friday;
- Easter Saturday (the day after Good Friday);
- Easter Monday;
- the 25th April (Anzac Day);
- the Birthday of the Sovereign;
- Christmas Day;
- Boxing Day; or
- any day appointed under the *Holidays Act 1983*, to be kept in place of any such holiday

will be paid for at the rate of double time and a-half with a minimum of 4 hours.

7.7.3 Labour Day

All employees covered by this Award shall be entitled to be paid a full day's salary for Labour Day (the first Monday in May or other day appointed under the *Holidays Act 1983*, to be kept in place of that holiday) irrespective of the fact that no work may be performed on such day, and if any employee concerned actually works on Labour Day, such employee shall be paid a full day's wage for that day and in addition a payment for the time actually worked at one and one-half times the ordinary rate prescribed for such work with a minimum of four hours.

7.7.4 Annual show

All work done by employees in a district specified from time to time by the Minister by notification published in the *Gazette* on the day appointed under the *Holidays Act 1983*, to be kept as a holiday in relation to the annual agricultural, horticultural or industrial show held at the principal city or town, as specified in such notification, of such district shall be paid for at the rate of double time and one-half with a minimum of four hours.

In a district in which a holiday is not appointed for an annual agricultural, horticultural or industrial show, the employee and employer must agree on an ordinary working day that is to be treated as a show holiday for all purposes.

7.7.5 Double time and a-half

For the purposes of clause 7.7, where the rate of salary is a fortnightly rate "double time and a-half" means one and one-half days' salary in addition to the prescribed fortnightly rate, or *pro rata* if there is more or less than a day.

7.7.6 Substitution

Where there is agreement between the majority of employees concerned and the employer, and subject to statutory limitations, other ordinary working days may be substituted for the public holidays specified in clause 7.7:

Provided that, where an employee is subsequently required to work on such substituted day, the employee shall be paid the rate applicable for the holiday that has been substituted.

7.7.7 Casual Employees shall have no entitlement to pay or leave for public holidays.

7.7.8 All work undertaken by a Casual Employee shall be paid for at the rate of double time and one-half.

7.8 Jury service

- (a) An employee, other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the ordinary pay the employee would have been paid if the employee was not absent on jury service.
- (b) Alternatively, by agreement, fees (other than meal allowance) received by the employee to attend jury service will be paid to the employer and the employer will continue to pay the employee their ordinary pay for the time the employee was absent on jury service.
- (c) Employees shall notify their employer as soon as practicable of the date upon which they are required to attend for jury service and shall provide their employer with proof of such attendance, the duration of such attendance and the amount received in respect thereof.
- (d) If the employee is not required to serve on a jury for a day or part of a day after attending for jury service and the employee would ordinarily be working for all or part of the remaining day, the employee must, if practicable, present for work at the earliest reasonable opportunity.
- (e) "Ordinary pay" means the rate of pay that an employee would normally expect to receive for working ordinary hours on an ordinary day of the week, including any over-award payment. "Ordinary pay" excludes overtime, penalty rates of all types - including those attaching to working ordinary hours (for example) on a Saturday, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and other ancillary payments of a like nature.

PART 8 - TRANSFERS, TRAVELLING AND WORKING AWAY FROM USUAL PLACE OF WORK

8.1 Transfer and appointment expenses

8.1.1 These are the expenses that may be paid on behalf of an eligible employee when appointed or transferred from one centre to another, including:

- (a) the conveyancing of self, family and effects to the centre to which the employee is transferred; and
- (b) board and lodging; and
- (c) other items of expenditure related to taking up duty;

as prescribed in a Directive relating to *Transfer and Appointment Expenses* issued by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*.

8.2 Travelling and relieving expenses

8.2.1 An eligible employee who is required to:

- (a) travel on official duty; or
- (b) to take up duty away from the employee's usual place of work to relieve another employee or to perform special duty,

is allowed actual and reasonable expenses or allowances for accommodation, meals and incidental expenses necessarily incurred by the employee.

These are prescribed in a Directive relating to *Domestic Travelling and Relieving Expenses* issued by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*.

8.2.2 When one employee relieves an employee in another Institute/Campus and is not obliged to live away from home or usual place of living, the employee shall be paid daily travelling expenses as prescribed in Directives relating to *Domestic Travelling and Relieving Expenses* and *Motor Vehicle Allowances* issued by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*.

PART 9 - TRAINING AND RELATED MATTERS

9.1 Training, learning and development

9.1.1 The parties to this Award recognise that in order to increase efficiency and productivity a greater commitment to learning and development is required.

- 9.1.2 Accordingly, the parties commit themselves to developing a more highly skilled and flexible workforce and providing employees with career opportunities through appropriate training to acquire additional skills and knowledge for performance of their duties.
- 9.1.3 Within each agency a consultative mechanism and procedures involving representatives of management, employees and public sector Unions shall be established as determined by the Chief Executive having regard to the size, structure and needs of that agency.
- 9.1.4 Following consultation, the Chief Executive shall develop a learning and development strategy consistent with:
- (a) the current and future needs of the agency;
 - (b) the size, structure and nature of the operations of the agency;
 - (c) the need to develop vocational skills relevant to the Agency through courses conducted wherever possible by accredited educational institutions and providers.
- 9.1.5 Learning and development may be both on-the-job or off-the-job and either internal or external to the organisation.
- 9.1.6 Learning and development provided should assist employees in obtaining accredited competencies, knowledge and skills consistent with the Australian Qualifications Framework.
- 9.1.7 All such learning and development should be directed at enabling employees to enhance skills relevant to duties to be performed. Employees will be expected to attend scheduled learning and development activities.

9.2 Professional development

- 9.2.1 All Permanent Teachers, Leading Vocational Teachers, Principal Teachers and Tutors covered by this Award shall be entitled to a minimum period of 10 days per year for the purpose of professional development, including release to industry, subject to appropriate professional development opportunities being available.
- 9.2.2 The conditions relating to professional development shall be those contained in Schedule 2 to this Award.

PART 10 - OCCUPATIONAL HEALTH AND SAFETY MATTERS, EQUIPMENT, TOOLS AND AMENITIES

10.1 Health and safety

All provisions of relevant health and safety legislation apply.

PART 11 - AWARD COMPLIANCE AND UNION RELATED MATTERS

Preamble

Clauses 11.1 and 11.2 replicate legislative provisions contained within the Act. In order to ensure the currency of existing legal requirements, parties are advised to refer to sections 366, 372 and 373 of the Act as amended from time to time.

11.1 Right of entry

11.1.1 Authorised industrial officer

- (a) An "authorised industrial officer" is any Union official holding a current authority issued by the Industrial Registrar.
- (b) Right of entry is limited to workplaces where the work performed falls within the registered coverage of the Union.

11.1.2 Entry procedure

- (a) The authorised industrial officer is entitled to enter the workplace during normal business hours as long as:
 - (i) the authorised industrial officer alerts the employer or other person in charge of the workplace to their presence; and
 - (ii) shows their authorisation upon request.

- (b) Clause 11.1.2(a)(i) does not apply if the authorised industrial officer establishes that the employer or other person in charge is absent.
- (c) A person must not obstruct or hinder any authorised industrial officer exercising their right of entry.
- (d) If the authorised industrial officer intentionally disregards a condition of clause 11.1.2 the authorised industrial officer may be treated as a trespasser.

11.1.3 *Inspection of records*

- (a) An authorised industrial officer is entitled to inspect the time and wages record required to be kept under section 366 of the Act.
- (b) An authorised industrial officer is entitled to inspect such time and wages records of any former or current employee except if the employee:
 - (i) is ineligible to become a member of the Union; or
 - (ii) has made a written request to the employer that they do not want their record inspected.
- (c) The authorised industrial officer may make a copy of the record, but cannot require any help from the employer.
- (d) A person must not coerce an employee or prospective employee into consenting, or refusing to consent, to the inspection of their records by an authorised industrial officer.

11.1.4 *Discussions with employees*

An authorised industrial officer is entitled to discuss with the employer, or a member or employee eligible to become a member of the Union:

- (a) matters under the Act during working or non-working time; and
- (b) any other matter with a member or employee eligible to become a member of the Union, during non-working time.

11.1.5 *Conduct*

An authorised industrial officer must not unreasonably interfere with the performance of work in exercising a right of entry.

11.2 Time and wages record

11.2.1 An employer must keep, at the place of work in Queensland, a time and wages record that contains the following particulars for each pay period for each employee, including apprentices and trainees:

- (a) the employee's award classification;
- (b) the employer's full name;
- (c) the name of the award under which the employee is working;
- (d) the number of hours worked by the employee during each day and week, the times at which the employee started and stopped work, and details of work breaks including meal breaks;
- (e) a weekly, daily or hourly wage rate - details of the wage rate for each week, day, or hour at which the employee is paid;
- (f) the gross and net wages paid to the employee;
- (g) details of any deductions made from the wages; and
- (h) contributions made by the employer to a superannuation fund.

11.2.2 The time and wages record must also contain:

- (a) the employee's full name and address;

- (b) the employee's date of birth;
- (c) details of sick leave credited or approved, and sick leave payments to the employee;
- (d) the date when the employee became an employee of the employer;
- (e) if appropriate, the date when the employee ceased employment with the employer; and
- (f) if a Casual Employee's entitlement to long service leave is worked out under section 47 of the Act - the total hours, other than overtime, worked by the employee since the start of the period to which the entitlement relates, worked out to and including 30 June in each year.

11.2.3 The employer must keep the record for 6 years.

11.2.4 Such records shall be open to inspection during the employer's business hours by an inspector of the Department of Justice and Attorney-General, in accordance with section 371 of the Act or an authorised industrial officer in accordance with sections 372 and 373 of the Act.

11.2.5 Consistent with the Directive relating to *Attendance - Recording, Reporting and Public Holidays* issued by the Minister responsible for industrial relations under section 54 of the *Public Service Act 2008*, a Chief Executive may specifically exempt those employees who have been, or who are of a class of office from a system of recording starting and finishing times, meal breaks and absences from duty.

11.3 Union encouragement

11.3.1 The parties recognise 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.

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

11.3.3 Information on the relevant Union(s) will be included in induction materials.

11.3.4 For the purpose of clause 11.3 the relevant Union is the Together Queensland, Industrial Union of Employees:

Provided that in respect of the calling, Teacher of commercial subjects, the relevant Union(s) means equally the Together Queensland, Industrial Union of Employees and the Queensland Teachers Union of Employees.

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

11.3.6 Where requested by public sector Unions, agencies and public sector units will provide payroll deduction facilities for Union subscriptions.

11.4 Union delegates

11.4.1 The parties acknowledge 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.

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

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

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

SCHEDULE 1 - Non-Attendance Time and associated conditions

1. Definitions

- (a) "Week/s" means that period which commences on a Monday and concludes on the following Sunday in which teaching and Incidental Duties may or may not be programmed by the Institute.
- (b) "Public holidays" means those days declared as public holidays in accordance with the *Holidays Act 1983*.
- (c) "Calendar year" or "year" shall be that period between 1 January and 31 December, inclusive.

2. Non-attendance time

- (a) All Permanent employees, excluding Educational Administrators (Associate Directors/Programme Managers), shall be granted 5 weeks Non-Attendance Time on full pay for each completed calendar year of service.
- (b) Employees who have been engaged for less than a completed calendar year of service shall be granted Non-Attendance Time calculated on a *pro rata* basis.
- (c) Such Non-Attendance Time may be taken conjointly with annual leave entitlements as provided in clause 7.1 of the TAFE Teachers' Award - State 2003 up to a maximum of 8 weeks in any one period.
- (d) Non-Attendance Time granted shall be exclusive of public holidays.
- (e) A minimum of one weeks Non-Attendance Time shall be taken up to a maximum of 4 weeks at any one time.
- (f) Employees are required to take a minimum of 2 periods of Non-Attendance Time per year separated by a maximum of 21 weeks.
- (g) A maximum of 2 weeks Non-Attendance Time may be deferred from one calendar year to the next. The deferral of Non-Attendance Time must be approved by the Institute Director. Deferred Non-Attendance Time is to be availed within 6 months of the commencement of the Institute year and will lapse if not taken within the 6 month period.
- (h) The Chief Executive shall give to an employee a minimum of 4 weeks notice when directing that Non-Attendance Time is to be taken due to changes in Institute programs etc. This 4 weeks' notice period may be adjusted to a lesser period or waived where there is mutual agreement.

3. Associated conditions

- (a) The approved period of Non-Attendance Time will be at the discretion of the Chief Executive after due consultation with teaching staff and in consideration of Institute courses and programs.
- (b) On separation from employment, Non-Attendance Time shall be on a *pro rata* basis calculated and paid upon the yearly entitlement of 5 weeks Non-Attendance Time.

Where Non-Attendance Time taken exceeds the *pro rata* calculation, no recovery will be undertaken for any amount overpaid in relation to the Non-Attendance Time previously taken.

SCHEDULE 2 - Professional development and release to industry conditions

1. Definitions

Professional development is a concerted, consistent and continuous process that increases the ability of each staff member employed under the provisions of this Award to function both professionally and personally, with the overall aim of improving the quality of technical and further education.

Professional development may taken in a variety of activities including formal study in a recognised course, participation in workshop, seminar and conference sessions which may be conducted within TAFE Queensland or outside and by TAFE Queensland staff or by external persons, and formal skill formation processes conducted within Institutes or in industry including release to industry.

Release to industry is a particular component of professional development. "Release to industry" means release from Institute attendance for observational, research or hands-on experience in an external organisation within industry, commerce or other appropriate setting for the specific purpose of acquiring skills, knowledge and experience necessary for staff members to improve the quality of technical and further education.

2. Entitlement

All Permanent Teachers, Leading Vocational Teacher, Principal Teachers and Tutors will have access to professional development through a minimum annual entitlement of 10 days to be taken in at least half day periods.

This entitlement to professional development is in addition to those professional development activities that may be undertaken as part of the weekly incidental duty time of teaching staff.

3. Structure

Each Institute will operate a Professional Development Committee which will be broadly representative of all staff of the Institute. The Committee will have the role of co-ordinating needs identification activities so that individual staff members may propose development needs they see as being of priority and so that group and individual needs can be negotiated.

The Professional Development Committee will recommend priorities for the conduct of particular activities.

4. Conditions

Permanent Teachers, Leading Vocational Teachers, Principal Teachers and Tutors will not have loss of salary or loss of other entitlements such as sick leave, annual leave, non-attendance time, long service leave, leave loading and/or superannuation entitlements during professional development:

Provided that this does not preclude Permanent Teachers, Leading Vocational Teachers, Principal Teachers and Tutors from undertaking, on their own volition, professional development/release to industry activities during any periods of leave or non-attendance time.

While on release to industry staff members will work the normal hours of the industry concerned and will follow the same conditions as co-workers. TAFE Queensland will meet all related expenses associated with the program and will ensure workers' compensation, professional indemnity, personal injury and property damage cover for staff members on release to industry.

TAFE Queensland may direct Teachers, Leading Vocational Teachers, Principal Teachers and Tutors to attend particular staff development activities.

Approval of professional development activities will be in accord with authorities as set down in the Departmental Delegations Manual, Department of Education, Training and Employment. Professional development, including release to industry will only be approved where an appropriate activity or industry placement is available.

TAFE Queensland has a separate policy in relation to Release to Industry for Teachers, Leading Vocational Teachers, Principal Teachers and Tutors.

SCHEDULE 3 - Employment of Tutors

S3.1 Definitions

S3.1.1 "Tutor" means a person appointed as such who is required, under the direction of a Teacher or in consultation with other Educational Delivery Staff to conduct tutorials for the purpose of revising and consolidating student learning in theory and practical classes and to assist with student assessment, but does not teach.

S3.1.2 "Casual Tutor" means a person appointed as such who is engaged to work by the hour on an irregular basis.

S3.1.3 "Educational Delivery Staff" means staff who are involved in the delivery of vocational education and training services to clients. These staff include Teachers, Training Consultants, Training and Development Advisers, Training Project Officers, Instructional Designers or staff carrying out similar functions and having similar responsibilities as the abovementioned staff.

S3.1.4 "Fixed-Term Tutor" means a person appointed as such who is engaged to meet temporary circumstances for a specific period.

S3.1.5 "Part-time Tutor" means a person appointed as such who is engaged as a Tutor to work regular hours each week provided the engagement shall always be less than full-time.

S3.1.6 "Support and assist" means to give help to; take secondary part to.

S3.1.7 "Work Team" means the group of staff who primarily contribute to the direct delivery of vocational education and training.

S3.2 Qualifications

S3.2.1 A Tutor shall have qualifications and/or experience that meet the recognised national occupational competency standards relevant to their field/area and to the level of instruction being undertaken by the team.

S3.2.2 Where these do not exist, a Tutor shall:

- (a) have qualifications at least equal to the level of module/course to which they are assigned; and
- (b) possess current vocational skills relevant to the field/area of study, as determined by the team; and
- (c) have relevant work experience and the maintenance of applicable registrations/licences.

S3.2.3 A Tutor shall possess an instructional qualification or be required to complete a course in an approved instructional program which articulates and is given credit transfer to higher instructional/teaching programs. If this is not completed within 12 months of taking up the position, then they should be required to show cause regarding their continued employment.

S3.2.4 All instructional programs shall meet the minimum entry requirements to the bachelor of adult and vocational teaching or equivalent and receive credit transfer.

S3.3 Position responsibilities and duties

S3.3.1 Tutoring Duties are defined as the following:

- (a) Provide support to students through the delivery of tutorials as directed by the Teacher and/or in consultation with other Educational Delivery Staff, and provide support in student assessment (including support in recognition of prior learning and workplace assessment).
- (b) Provide support through the delivery of tutorials in the workplace.
- (c) Provide learning support to students as directed by the Teacher and/or in consultation with other Educational Delivery Staff.
- (d) Contribute to educational and subject planning and development for the actual delivery of vocational education and training services.
- (e) Participate and contribute to the Work Team.
- (f) Regularly liaise with team members to discuss issues such as tutorial requirements and content.
- (g) Provide advice on trends and practices in industry.

S3.4 Principles of programming

S3.4.1 Flexibility in programming of Tutors will benefit clients, Tutors and TAFE Queensland. Clients will be able to access TAFE Queensland services at a time, place and pace that suits them. Tutors will have a program that provides the greatest possible client service, flexibility of duties, and appropriate programs to perform these duties. This should lead to greater job satisfaction for Tutors. TAFE Queensland aims to achieve a more productive working environment for Tutors so that our clients receive high quality vocational education and training opportunities.

S3.4.2 To achieve these aims the programming of Tutors is best done in each Institute. Consultation with respect to programming should take place between the work unit manager, the Tutor and the Teacher/Educational Delivery Staff that the Tutor works with. Tutoring Duties must take into account all preparation, consultation and other duties associated with the tutorial.

S3.4.3 To ensure that this is done in an equitable and consultative manner, the Tutor's program should be determined according to the following principles:

- (a) The needs of clients;
- (b) The Tutor model being utilised (see clause S3.4.4);
- (c) The level of consultation required between the Tutor and the Teacher/other Educational Delivery Staff;
- (d) The nature of the curriculum and the mode of delivery;
- (e) The need to deliver a program in the most efficient manner without compromising educational quality;
- (f) Local factors peculiar to the Institute.

S3.4.4 Tutor Models

- (a) Tutor support to students model

The Tutor provides individual and small group support on a timetabled and as needed basis. The Tutor operates independently with students as part of a co-ordinated program or function.

- (b) Teacher and tutors - flexible delivery model

Particularly for self paced modules where Tutors assist students individually or with practical work in small groups. A Teacher co-ordinates and works with even larger groups sometimes in resource areas from which a number of Tutors might operate. Particularly appropriate to CBT, and workplace training, and trainee programs.

(c) Teachers working with tutors model

Larger groups to delivery theory or new materials, but the Tutor assists with practical exercises. Also extra tutorials scheduled by Tutors to provide assistance for students having difficulty or at assignment time.

(d) Field supervision by tutors model

A work experience, set on the job practical course component requiring some supervision and assessment. Teachers or Tutors or both may organise and schedule placement. Consultation on requirement as part of subjects/modules.

N.B. Assessment procedures must follow the guidelines as indicated in the national assessment standards manual.

(e) Lecture/tutorial model

Large groups (depending on physical facilities) where Teacher (co-ordinator) provides core information followed by tutorial group (various forms of scheduling).

e.g. 1 1/2 hour lecture and 1 1/2 tutorial
2 hour lecture + 1 hour tutorial
1 hour lecture + 2 hour tutorial

S3.5 Guidelines

S3.5.1 The decision to introduce/vary the use of Tutors in the presentation of a course will be made by the Work Team and a representative of management through a process of consultation. The decision should be reported to the Institute Consultative Committee.

S3.5.2 The appointment of Tutors involved in the delivery of courses would be the result of an assessment of client needs, the nature of the curriculum, desired learning outcomes, and the need to deliver a program in the most efficient manner without compromising educational quality, and other environmental factors.

S3.5.3 It is imperative that Work Teams plan and create a mix of staff to ensure that clients achieve the desired learning outcomes. The total mix of staff needs to be examined by the team so that an appropriate range of competencies is available.

S3.5.4 Tutors may be in charge of students only in situations where they have the skills and qualifications laid down by licensing boards, safety laws and other regulatory bodies.

S3.5.5 Tutors shall conduct tutorials only for the purpose of revising and consolidating student learning.

S3.5.6 Tutors shall not be responsible for developing formal assessment or examination.

S3.5.7 Tutors can conduct tutorials only on work that has been previously covered by a Teacher, or other Educational Delivery Staff or by using another mode of delivery.

S3.5.8 A Tutor must present the tutorial program to be delivered for consideration and approval by the Teacher or other Educational Delivery Staff.

S3.6 Conditions of employment

S3.6.1 Salaries

(a) The scale of salaries that shall apply to Tutors is listed in Schedule 4 of this Award.

(b) Except as otherwise provided in the Award, progression from one salary step to a higher salary step shall be by annual increments. These are subject to change under the TAFE Queensland Certified Agreement.

S3.7 Recognition of qualifications at appointment

S3.7.1 Upon appointment as Tutors, it is agreed that, depending on qualifications and previous experience, Tutors can be placed anywhere on the Tutor salary scale (that is, it is possible for a Tutor to be placed initially on to the top of the Tutor salary scale). The conditions applying to this appointment would be:

(a) Years of recognised service as a Teacher or Tutor;

(b) A Tutor with qualifications equivalent to the module or course in which the tutoring occurs shall commence at Step 1 of the Tutor salary scale;

(c) A Tutor appointed with qualifications in excess of a diploma or equivalent shall commence at Step 2 of the

Tutor salary scale;

- (d) A Tutor appointed with base and/or higher vocational qualifications and a minimum five years of either post-trade training industrial experience or teaching experience shall commence at Step 3 of the Tutor salary scale;
- (e) A Tutor appointed with Base Qualifications or higher vocational qualifications and a teaching qualification and a minimum five years of either post-trade training industrial experience or teaching experience shall commence at Step 4 of the Tutor salary scale.
- (f) An Institute Director may seek permission to appoint a Tutor, on the basis of special skill or expertise to a higher step than that provided in these conditions.

S3.7.2 Subject to the section "Higher Duties" below, upon appointment of a Tutor to a teaching position, it is agreed that qualifications and previous teaching experience will be recognised in determining placement on the teaching salary scale. It is possible that a Tutor, with teaching qualifications and the appropriate years of teaching experience prior to the tutoring position could be placed at the top of the teaching salary scale. The determination of placement on the teaching scale shall be subject to clause 5.1.2(c) of this Award.

S3.8 Higher duties

S3.8.1 Tutors performing higher duties as a Teacher shall be qualified to do so and shall be paid higher duties allowance:

- (a) In the case of appointment following a merit selection process, salary shall be based upon qualifications and experience as prescribed by the award;
- (b) In all other cases, at step 6 of the Award.

S3.8.2 Associated function and incidental duty time should also be programmed at the rate of 0.381 hours and 0.143 hours respectively for every hour of teaching. This is consistent with the 21/8/3 teaching ratio.

S3.8.3 Higher duties allowance shall consist of the relevant percentage of the difference between the Tutor's salary and the higher duties salary as defined above. The relevant percentage shall be the percentage which represents the extent to which the Tutor has assumed the full duties and responsibilities of a Teacher. The relevant percentage shall be calculated using the number of total programmed hours (teaching, associated function, and incidental duty time) divided by 32 and multiplied by 100.

S3.8.4 A casual Tutor shall be paid the hourly rate as prescribed by this Award as follows:

Hours/Day	Hourly rate
	\$
8.00 a.m. to 6.00 p.m. Monday to Friday	33.47
Before 8.00 a.m. or after 6.00 p.m. Monday to Friday and on Saturdays	50.21
Sundays	66.95
Public holidays	83.68

The above rates of pay in this Award incorporate adjustments from the *Department of Education, Training and the Arts TAFE Educational Employees Certified Agreement 2006*. The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the September 2011 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements are not to be used of offset arbitrated wage adjustments.

S3.8.5 The number of hours that a casual Tutor is engaged for must reflect the number of hours that they are programmed for Tutoring Duties as defined in "position responsibilities and duties".

S3.8.6 Fixed-Term Tutors must be engaged to reflect the period performing Tutoring Duties as defined in "position responsibilities and duties".

S3.9 Hours of work

S3.9.1 The ordinary weekly working hours of Tutors shall not exceed 361/4.

S3.9.2 Tutors shall be required to be in attendance at an Institute or engaged in Institute related work for a maximum of 32 hours per week.

S3.9.3 Tutoring staff are to be programmed for 32 hours of Tutoring Duties per week as defined in "position responsibilities and duties".

S3.9.4 A Tutor shall be programmed for 0.333 hours of non-contact tutorial duties for each hour of face to face tutoring with a group of students in the lecture/tutorial model, or in formal class situations which require Tutors to undertake research and/or preparation (of similar proportion to the non-contact time allocated), to a maximum of 24 hours face to face tutoring. This non-contact time shall be rounded up to the nearest quarter-hourly interval.

S3.9.5 A Tutor who is required to Tutor in more than 3 different course areas and 3 discrete subject areas in the lecture/tutorial model, or in formal class situations which require Tutors to undertake research and/or preparation (of similar proportion to the non-contact time allocated), shall be programmed for no more than 21 hours of face to face tutoring. Non-contact tutorial duties shall be programmed at 0.524 hours for each hour of face to face tutoring with a group of students. This non-contact time shall be rounded up to the nearest quarter-hourly interval.

S3.9.6 Attendance time may be extended by up to half an hour per week or one hour per fortnight to provide for a staff meeting to be called by an appropriate officer at a level not lower than Educational Administrator.

S3.9.7 A casual Tutor cannot conduct tutorial classes for more than 12 hours per week, unless otherwise approved by the parties to this Award.

S3.9.8 The ordinary hours of a Tutor shall be worked between 8.00 a.m. and 9.00 p.m. Monday to Friday. In special circumstances related to the nature of the course, classes may be programmed before 8.00 a.m. or to 10.00 p.m.

S3.9.9 A Tutor shall not be required to attend an Institute for more than 9 hours on any one day or commence duty more than once on any one day.

S3.9.10 A Tutor shall not be required to commence duty less than 10 hours after the conclusion of the previous period of duty.

S3.9.11 The ordinary working hours for Permanent Part-Time Tutors shall be worked continuously excluding meal breaks and shall not be less than 0.4 or more than 0.8 of the full-time hours, with the number of hours worked being fixed and constant over a weekly period.

S3.9.12 All tutoring programmed before 8.00 a.m. and after 6.00 p.m. shall be counted as time and a-half for the purpose of calculating the number of tutoring hours worked.

S3.10 General conditions

S3.10.1 In the event of tutoring staff being required to attend more than 9 hours in a day, then the excess time must be paid as a casual tutoring engagement prescribed by this Award.

S3.10.2 Programs should clearly indicate the attendance times required of tutoring staff.

S3.10.3 Where tutoring staff are programmed on a continuing basis (i.e. a regular/set program of one week or more) such agreed programmed hours shall not be changed without mutual consent of the giving of one week's notice by the Institute Director or delegate.

S3.10.4 All Permanent Tutors are entitled to a minimum period of 10 days per year for the purpose of professional development, including release to industry, subject to appropriate professional development opportunities being available and approval of the Institute Director.

S3.10.5 Casual tutorial engagements shall be offered firstly to Permanent Tutors and secondly to Permanent Teachers provided that such engagements extending beyond 6 hours per week for Permanent employees shall be subject to the discretion of the Institute Director.

S3.10.6 Where a Tutor is appropriately qualified, casual teaching engagements should be offered to Permanent Tutors providing that Permanent Teachers receive the first offer of the engagement.

S3.11 Tutor/Student ratio

S3.11.1 The accepted Tutor/student ratio is 1 to 15 but this can be amended by the Work Team and a representative of management after due consideration has been given to the following guidelines:

- (a) consultation with management, members of staff and Unions;
- (b) awareness of safety hazards or risks to students;
- (c) limitations in accommodation and/or equipment;
- (d) students with disabilities and/or learning difficulties;

- (e) compliance with the *Work Health and Safety Act 2011*;
- (f) conduct of special access programs, community education and compensatory programs;
- (g) mode of delivery.

Such amendments should be reported to the Institute Consultative Committee.

S3.12 Emergency tutoring

- S3.12.1 Emergency tutoring hours may, of necessity, be introduced at short notice to a Tutor's program. Emergency tutoring hours are those relating to an unscheduled Tutor shortage caused by sick leave, special leave or any other emergency.
- S3.12.2 Tutoring staff who have an agreed program and who are asked to undertake emergency tutoring may have their program altered to accommodate the emergency tutoring hours. Where this is not possible payment for casual tutoring will apply.
- S3.12.3 Where a Tutor's program is altered it must be done in a way where the employee does not suffer detriment in relation to working conditions. The employee must be credited with all tutorial duties undertaken in respect to the previous and amended program. The new program should not impose unreasonable demands in respect to time outside that previously scheduled for which the employee has prior commitments.

S3.13 Public holidays

- S3.13.1 Where a Tutor is required to work on a public holiday such hours form part of the Tutor's normal tutoring program with payment being made for such time at the rate provided for in clause 7.7 of this Award.

S3.14 Absence from duty

- S3.14.1 Where tutoring staff have reduced attendance time in a week due to:

- (a) professional development in accordance with clause 9.2 of this Award;
- (b) industrial relations education leave;
- (c) sick leave;
- (d) special leave with pay; or
- (e) any other leave entitlement in accordance with this Award,

the time absent will not be required to be made up and with the original work program remaining in force less the specific absence. By mutual consent between tutoring staff and the Institute Director or delegate, tutoring staff may work all or a portion of programmed hours in which they were absent on sick leave during that week, thereby reducing their sick leave account debit.

S3.15 Career paths

- S3.15.1 The parties acknowledge the need to retain quality personnel entering the employment of TAFE Queensland at Tutor level. TAFE Queensland aims to provide a career path for Tutors through professional development opportunities, on the job training, mentoring etc.

SCHEDULE 4 - Salaries

The following scale of minimum salaries will apply to Tutors, Teachers, Leading Vocational Teachers, Principal Teachers and Educational Administrators:

Classification	Per fortnight
Tutors	\$
Step 1	1,634.40
Step 2	1,681.80
Step 3	1,745.50
Step 4	1,813.50
Step 5	1,894.40
 Teachers	
Step 1	2,191.30
Step 2	2,289.70
Step 3	2,388.00
Step 4*	2,488.10
Step 5	2,590.20
Step 6	2,691.60
Step 7	2,794.10

Leading Vocational Teacher

Step 1	2,861.70
Step 2	2,930.10
Step 3	2,997.90

**Leading Vocational Teacher
(Grandfathered Principal Teacher)**

Step 1	3,065.90
Step 2	3,134.30
Step 3	3,201.90

Educational Administrator

Level	
Step 1	3,269.80
Step 2	3,358.00
Step 3	3,446.60
Step 4	3,541.70

Educational Administrator	3,637.80
Level 2	

Educational Administrator	3,843.30
Level 3	

The above rates of pay in this Award incorporate adjustments from the *Department of Education, Training and the Arts TAFE Educational Employees Certified Agreement 2006*. The rates of pay in this Award are intended to include the arbitrated wage adjustment payable under the September 2011 Declaration of General Ruling and earlier Safety Net Adjustments and arbitrated wage adjustments. This arbitrated wage adjustment may be offset against any equivalent amount in rates of pay received by employees whose wages and conditions of employment are regulated by this Award which are above the wage rates prescribed in the Award. Such payments include wages payable pursuant to certified agreements, currently operating enterprise flexibility agreements, award amendments to give effect to enterprise agreements and overaward arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under previous State Wage Cases or under the current Statement of Principles, excepting those resulting from enterprise agreements are not to be used of offset arbitrated wage adjustments.

Dated 14 June 2012.

By the Commission,
[L.S.] G.D. SAVILL,
Industrial Registrar.

Operative Date: 14 June 2012