



TAFE (EDUCATIONAL STAFF) AWARD

This is a consolidated version of an award of the South Australian Employment Tribunal published pursuant to the provisions of the *Fair Work Act 1994*.

PART 1 - APPLICATION AND OPERATION OF AWARD

OPDATE 06:02:2001 on and from

CLAUSE 1.1 AWARD TITLE

OPDATE 06:02:2001 on and from

This award is entitled the TAFE (Educational Staff) Award and replaces the DETAFE (Educational Staff) Interim Award.

CLAUSE 1.2 ARRANGEMENT

OPDATE 24:03:2006 on and from

This award is arranged as follows:

1.2.1 By Part:

Clause No. Subject Matter

PART 1 - APPLICATION AND OPERATION OF AWARD

- 1.1.....Award Title
- 1.2.....Arrangement
- 1.3.....Scope and Persons Bound
- 1.4.....Commencement Date and Duration
- 1.5.....Locality
- 1.6.....Definitions
- 1.7.....Reserved Matters

PART 2 - AWARD FLEXIBILITY

- 2.1.....Enterprise Flexibility Provision

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

- 3.1.....Discipline of Officers
- 3.2.....Dispute Resolution Procedures
- 3.3.....Formal Assessment and Appraisal
- 3.4.....Grievance Resolution

PART 4 - EMPLOYER AND EMPLOYEE'S DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

- 4.1.....Anti-Discrimination
- 4.2.....Contract of Employment
- 4.3.....Resignation and Elective Retirement of Officers
- 4.4.....Retrenchment or Retirement of Officers

PART 5 - WAGES AND RELATED MATTERS

- 5.1..... Allowances and Expenses Reimbursement Conditions
- 5.2..... Locality Allowances
- 5.3..... Reimbursement of Telephone Costs
- 5.4..... Travel and Accommodation Expenses – Medical and Dental Treatment
- 5.5..... Alternative Duties
- 5.6..... Officers on Secondment
- 5.7..... Salaries
- 5.8..... Apportionment
- 5.9..... Salaries of Officers Re-appointed after Termination
- 5.10..... Superannuation

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

- 6.1..... Hours of Duty

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

- 7.1..... Parental Leave
- 7.2..... Authorised Non-Attendance Days
- 7.3..... Bereavement Leave
- 7.4..... Industrial Leave
- 7.5..... Jury Service
- 7.6..... Personal Leave to Care for a Family Member
- 7.7..... Long Service Leave
- 7.8..... Deleted
- 7.9..... Public Holidays
- 7.10..... Annual Leave
- 7.11..... Personal Leave – Injury and Sickness
- 7.12..... Special Leave
- 7.13..... Study Leave
- 7.14..... Trade Union Training Leave

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

- 8.1..... Transfers
- 8.2..... Change in Workplace

SCHEDULES

- Schedule S1..... Salaries
- Schedule S2..... Classification Criteria
- Schedule S3..... Locality Allowances

1.2.2 By Alphabetical:**Clause No. Subject Matter**

5.1.....	Allowances and Expenses Reimbursement Conditions
5.5.....	Alternative Duties
7.10.....	Annual Leave
4.1.....	Anti-Discrimination
5.8.....	Apportionment
1.2.....	Arrangement
7.2.....	Authorised Non-Attendance Days
1.1.....	Award Title
7.3.....	Bereavement Leave
8.2.....	Change in Workplace
1.4.....	Commencement Date and Duration
4.2.....	Contract of Employment
Sch. S2.	Classification Criteria
1.6.....	Definitions
3.2.....	Dispute Resolution Procedures
3.1.....	Discipline of Officers
2.1.....	Enterprise Flexibility Provision
3.3.....	Formal Assessment and Appraisal
3.4.....	Grievance Resolution
6.1.....	Hours of Duty
7.4.....	Industrial Leave
7.5.....	Jury Service
1.5.....	Locality
5.2, Sch. S3.....	Locality Allowances
7.7.....	Long Service Leave
7.1.....	Maternity Leave
5.6.....	Officers on Secondment
7.1.....	Parental Leave
7.11.....	Personal Leave – Injury and Sickness
7.6.....	Personal Leave to Care for a Family Member
7.9.....	Public Holidays
5.3.....	Reimbursement of Telephone Costs
1.7.....	Reserved Matters
4.3.....	Resignation and Elective Retirement of Officers
4.4.....	Retrenchment and Retirement of Officers
5.7, Sch. S1.....	Salaries
5.9.....	Salaries of Officers Re-appointed after Termination
1.3.....	Scope and Persons Bound
7.12.....	Special Leave
7.13.....	Study Leave
5.10.....	Superannuation
7.14.....	Trade Union Training Leave
8.1.....	Transfers
5.4.....	Travel and Accommodation Expenses - Medical and Dental Treatment

CLAUSE 1.3 SCOPE AND PERSONS BOUND

OPDATE 06:02:2001 on and from

- 1.3.1 This Award applies to the Industry of the occupation of persons employed by the Chief Executive TAFE SA, and whose classifications are set out in this Award.
- 1.3.2 This Award is binding upon the persons set out in subclause 1.3.1, the Chief Executive, Department of Treasury and Finance, the Chief Executive TAFE SA, and the Australian Education Union (SA Branch).

CLAUSE 1.4 COMMENCEMENT DATE AND DURATION

OPDATE 06:02:2001 on and from

This Award operates from 6th February, 2001 and remains in force until amended, rescinded or replaced. The original Award in this matter (No. 550 of 1992) was made on 8 September, 1992.

CLAUSE 1.5 LOCALITY

OPDATE 06:02:2001 on and from

This Award applies throughout the State of South Australia.

CLAUSE 1.6 DEFINITIONS

OPDATE 24:03:2006 on and from

- 1.6.1 **The Act** means the *Technical and Further Education Act, (1975)* as amended.
- 1.6.2 **AEU** means the Australian Education Union (South Australian Branch).
- 1.6.3 **Chief Executive** has the same meaning as is given to that title in the Act.
- 1.6.4 **Tribunal** means the South Australian Employment Tribunal.
- 1.6.5 **Classification Committee** means a committee established by the Chief Executive, in consultation with the **AEU**. The function of the classification committee is to;
- 1.6.5.1 provide advice relating to the assessment of applications for reclassification lodged in accordance with the provisions contained in this Award; and
- 1.6.5.2 to consider the relevance of educational qualifications and professional competencies related to those applications.
- 1.6.6 **Degree** means a degree conferred by a recognised tertiary education institution or any other qualification deemed by the Chief Executive, on the advice of the Classification Committee, to be equivalent for the purpose of classification within this Award.
- 1.6.7 **Determination** means a determination made by the Commissioner for Public Sector Employment in accordance with the *Public Sector Act 2009* (as amended).
- 1.6.8 **Educational Manager** means an officer appointed to that classification according to the criteria referred to in this Award.
- 1.6.9 **Hourly-Paid Instructor** means a person employed as such and paid on an hourly basis.
- 1.6.10 **TAFE SA** means the body corporate established by the *TAFE SA Act 2012*.
- 1.6.11 **Institute Hours Advisory Committee** means a Committee established, on terms agreed between the **AEU** and Chief Executive, in each institute to recommend to the Institute Director appropriate education program hours for each teaching area.
- 1.6.12 **TAFE SA Year** means the period from 1 February to 31 January in the following year (both dates inclusive).
- 1.6.13 **Lecturer** means an officer appointed to the classification of Lecturer, Advanced Skills Lecturer or Principal Lecturer according to the criteria referred to in this Award.
- 1.6.14 **Lecturer's Assistant** means an officer appointed to that classification according to the criteria referred to in this Award.
- 1.6.15 **Metropolitan Area** means the area comprised of:
- Metropolitan Adelaide as defined in the Development Plan compiled under the *Planning Act (SA), 1982*, the City of Adelaide,
- 1.6.16 **Minister** has the same meaning as is given to that word in the Act.

- 1.6.17 **Officer** means a person appointed in accordance with Section 15 of the *Act* and whose classification appears in Schedule 1 of this Award.
- 1.6.18 **Part-time officer** means an officer appointed to perform the duties of an officer, at a prescribed fraction of time and for the same fraction of full-time salary.
- 1.6.19 **Regulations** means the Regulations under the *Technical and Further Education Act 1975*.
- 1.6.20 **Service Year** means the calendar year commencing on the date of an officer's most recent appointment.
- 1.6.21 **Spouse** includes a de facto spouse but, except in relation to parental leave does not include a spouse from whom the officer or hourly paid instructor is legally separated.
- 1.6.22 **Worksite** means a TAFE SA Campus.

CLAUSE 1.7 RESERVED MATTERS

OPDATE 06:02:2001 on and from

- 1.7.1 Conversion of temporary to permanent and part-time to full-time employment.
- 1.7.2 Institute Staffing Ratios (ie mix of employment modes).
- 1.7.3 Maximum and minimum daily and weekly education program hours and approved reductions.
- 1.7.4 Superannuation.
- 1.7.5 Consultative arrangements.
- 1.7.6 Paid Maternity Leave.
- 1.7.7 Institute Staffing Plan Advisory Committee (composition, role, etc).
- 1.7.8 Sick Leave Entitlements for Educational Manager and Institute Directors.

PART 2 - AWARD FLEXIBILITY

OPDATE 06:02:2001 on and from

CLAUSE 2.1 ENTERPRISE FLEXIBILITY PROVISION

OPDATE 06:02:2001 on and from

- 2.1.1 Agreed consultative mechanisms and procedures to facilitate the efficient operation of the enterprise or workplace will be established by the parties.
- 2.1.2 Where agreement is reached at the enterprise or workplace through such consultative mechanisms and procedures and where giving effect to such agreement requires this Award as it applies at the enterprise or workplace to be varied, an application to vary will be made to the Tribunal. The agreement will be made available in writing to all employees at the enterprise or workplace, and to the associations having an interest in the Award.
- 2.1.3 When this Award is varied to give effect to an agreement made in accordance with this clause, the variation will become a schedule to this Award. The variation will take precedence over any provision of this Award to the extent of any expressly identified inconsistency.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

OPDATE 06:02:2001 on and from

CLAUSE 3.1 DISCIPLINE OF OFFICERS

OPDATE 06:02:2001 on and from

No officer is to be subjected to discipline other than in accordance with the provisions of the Act.

CLAUSE 3.2 DISPUTE RESOLUTION PROCEDURES

OPDATE 06:02:2001 on and from

3.2.1 For the purposes of these procedures **"dispute"** means any industrial dispute as interpreted within the *Fair Work Act 1994* (as amended).

3.2.2 The Commissioner for Public Sector Employment, the Chief Executive and the AEU recognise the lawful status and role of the Commission in the resolution of industrial disputes, and the parties are agreed that dispute resolution will proceed as follows:

3.2.2.1 TAFE SA and the AEU will notify each other of the names of their duly accredited representatives who will be responsible, in the first instance, for dealing with disputes and incipient disputes arising at TAFE SA.

3.2.2.2 The nominated representative(s) of the AEU will be the only person(s) entitled to make initial representations or responses in a matter on behalf of AEU members, whilst TAFE SA's representative(s) will be required to respond to AEU representations during or after any conference(s).

3.2.2.3 If no mutually acceptable resolution of a dispute is achieved by a conference of the parties as in 3.2.2.2, an AEU representative will so advise the General Secretary of the AEU whilst TAFE SA's representative will advise details of the dispute to the Chief Executive, or to a nominated delegate.

3.2.2.4 The dispute will be the subject of a conference to be convened without undue delay between the AEU delegate(s) and any representative(s) authorised to act for the Chief Executive.

A representative of the Minister may be involved in a conference at this level.

3.2.2.5 If no resolution of the dispute is agreed between the parties at the conference in 3.2.2.4, either party may refer the dispute to the Tribunal for resolution.

3.2.2.6 Without prejudice to the interests of either party, except where a bona fide health and/or safety issue is involved, work will continue on a "status quo" basis whilst these procedures remain invoked in relation to the matter. For the purposes of these procedures **"status quo basis"** means the work conditions or practices in place and observed at the time the dispute or incipient dispute was first contended.

3.2.2.7 Where one party perceives undue delay or non-cooperation by the other party at step 3.2.2.2, 3.2.2.3 or 3.2.2.4, the first party is entitled immediately to refer the matter to the next step in these procedures.

3.2.2.8 Nothing contained in this clause can prevent a party to this Award from referring a matter of legal interpretation or claim for monies to the South Australian Employment Tribunal or other appropriate jurisdiction.

CLAUSE 3.3 FORMAL ASSESSMENT AND APPRAISAL

OPDATE 06:02:2001 on and from

An officer will comply with any directive from the Chief Executive that the officer submit to formal assessment or appraisal of the officer's professional competence or performance, provided that the Chief Executive will give such direction only in terms of a scheme of assessment or appraisal which has been developed in conjunction with the AEU.

CLAUSE 3.4 GRIEVANCE RESOLUTION

OPDATE 06:02:2001 on and from

An officer who considers that they are aggrieved at the action or decision of an officer acting in the course of duty will have recourse to grievance resolution procedures prescribed by the Chief Executive and developed in conjunction with the AEU.

PART 4 - EMPLOYER AND EMPLOYEE'S DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED MATTERS

OPDATE 06:02:2001 on and from

CLAUSE 4.1 ANTI-DISCRIMINATION

OPDATE 06:02:2001 on and from

- 4.1.1 It is the intention of the parties to this Award to achieve the principal object in section 79(2) of the *Fair Work Act 1994* (as amended) by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 4.1.2 Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the respondents must make every endeavour to ensure that neither the Award provisions nor their operation are directly discriminatory in their effects.
- 4.1.3 Nothing in this clause is to be taken to affect:
- 4.1.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the State or Commonwealth anti-discrimination legislation;
 - 4.1.3.2 until considered and determined further by the Tribunal, the payment of different wages for employees who have not reached a particular age;
 - 4.1.3.3 an employee, Chief Executive or registered organisation, pursuing matters of discrimination in State or Federal jurisdiction, including by application to the Australian Human Rights Commission;
- 4.1.4 Nothing in this clause is to be taken to prevent:
- 4.1.4.1 a matter referred to in 4.1.1 from being a reason for terminating employment if the reason is based on the inherent requirements of the particular position.
 - 4.1.4.2 a matter referred to in 4.1.1 from being a reason for terminating a person's employment as a member of the staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed, if the Chief Executive terminates the employment in good faith in order to avoid injury to the religious susceptibilities of adherents of the religion or creed.

CLAUSE 4.2 CONTRACT OF EMPLOYMENT

OPDATE 06:02:2001 on and from

- 4.2.1 An officer may be appointed:
- 4.2.1.1 on a permanent full-time or permanent part-time basis;
 - 4.2.1.2 on a temporary full-time or temporary part-time basis in accordance with the provisions of Section 15 of the Act.
- 4.2.2 An Hourly Paid Instructor is employed on an hourly basis in accordance with Section 9(6) of the Act and employed on terms and conditions as agreed between TAFE SA and the AEU and stated in the "Conditions of Employment Manual" appended to this Award.

CLAUSE 4.3 RESIGNATION AND ELECTIVE RETIREMENT OF OFFICERS

OPDATE 06:02:2001 on and from

- 4.3.1 An officer may resign or give notice of retirement by providing at least 42 calendar days written notice to the Chief Executive. However an officer engaged on a temporary basis may resign by providing 14 calendar days written notice to the Chief Executive.

- 4.3.2 Should an officer fail to give at least the notice specified above, the resignation is deemed to be irregular and the Minister may by notice in writing to the officer require payment to the Minister of a sum not exceeding six weeks salary of that officer. Should the Minister so require, the sum of money may be recovered by action in a court of competent jurisdiction.
- 4.3.3 The Chief Executive may, where reasonable cause exists, waive the notice of resignation requirement.
- 4.3.4 An officer on maternity leave, adoption leave or child-rearing leave may effect a regular resignation at any time by providing the Chief Executive with at least 14 calendar days written notice of resignation.

CLAUSE 4.4 RETRENCHMENT OR RETIREMENT OF OFFICERS

OPDATE 06:02:2001 on and from

No permanent officer is to be retrenched or retired from their employment by means other than as specified in the Act.

PART 5 - WAGES AND RELATED MATTERS

OPDATE 06:02:2001 on and from

CLAUSE 5.1 ALLOWANCES AND EXPENSES REIMBURSEMENT CONDITIONS

OPDATE 06:02:2001 on and from

The following allowances and expenses reimbursement conditions apply on the same basis and to the same amounts as are determined from time to time for Public Service employees by the Commissioner for Public Employment:

Meal Allowance	PSM Act Determination No. 11
First Aid Allowance	PSM Act Determination No. 14
Locality Allowance	PSM Act Determination No. 9
Motor vehicle reimbursement rates	PSM Act Determination No. 15
Travelling expenses reimbursement	PSM Act Determination No. 16
Expenses incurred in travelling for medical and dental treatment	PSM Act Determination No. 13
Removal expenses incurred in changing headquarters	PSM Act Determination No. 19

CLAUSE 5.2 LOCALITY ALLOWANCES

OPDATE 06:02:2001 on and from

5.2.1 For the purposes of this clause:

5.2.1.1 **“dependent child”** means any child of whom the officer is a parent (whether resident with the officer or not) and who is wholly or substantially maintained by the officer and is either under the age of 16 or is a full-time student under the age of 25 years.

5.2.1.2 **“spouse”** means a person with whom an officer is cohabiting either in marriage, or a permanent de facto or bona fide domestic relationship.

5.2.2 The locality allowances as set out in Schedule S3 of this Award are to be paid to officers appointed to the worksites specified, in addition to their salaries, by way of compensation for the following factors:

5.2.2.1 adverse environment;

5.2.2.2 the cost of travelling from distant worksites to Adelaide for recreation leave during the vacation period;

5.2.2.3 abnormal depreciation of motor vehicles;

5.2.2.4 increased cost of living and some aspects of isolation.

5.2.3 The allowances prescribed by this clause and as set out in Schedule S3, will be paid to full-time officers and to part-time officers who teach not less than 4/10ths time and who reside at or near the worksite by virtue of their appointment.

5.2.4 Where an officer's spouse is also employed as an officer, one allowance only, calculated at the rate applying to an officer cohabiting with a dependent spouse, is to be divisible equally between each spouse.

5.2.5 In the case of an officer whose spouse is not employed as an officer and is not substantially dependent upon such officer the officer will, despite any other provisions of this clause, only be entitled to receive an allowance equivalent to the rate prescribed for an officer without a spouse.

5.2.6 An officer living separately and apart from their spouse will, for the purposes of this clause, be deemed to be an officer without a spouse.

5.2.7 Where an officer is required to live in an area attracting locality allowances which are higher than those applicable in the area in which the worksite at which the employee holds an appointment is situated, then the employee will be paid the allowances applicable in the area in which their place of residence is situated.

- 5.2.8 Where both the officer and the officer's spouse who is also employed as an officer are appointed to worksites located in different locality allowance areas and their place of residence is logically located in an area in which higher locality allowances apply, then subject to 5.2.4, they will be paid the locality allowances applicable in the area in which their place of residence is situated.
- 5.2.9 Any disputes in relation to this clause will be dealt with under Clause 3.2 Dispute Resolution Procedures.

CLAUSE 5.3 REIMBURSEMENT OF TELEPHONE COSTS

OPDATE 06:02:2001 on and from

The Chief Executive may authorise whole or part reimbursement of an officer's telephone rental or call charges. The reimbursement is to be paid only to the officer or officers identified by TAFE SA as persons necessary to be available for "after hours" contact on behalf of TAFE SA.

CLAUSE 5.4 TRAVEL AND ACCOMMODATION EXPENSES - MEDICAL AND DENTAL TREATMENT

OPDATE 07:05:2008 on and from

5.4.1 For the purpose of this clause:

- 5.4.1.1 **"Dependent"** in relation to a spouse or child of a prescribed Lecturer means substantially reliant upon that Lecturer for their financial support and who is normally resident with the Lecturer.
- 5.4.1.2 **"Practitioner"** means any legally qualified and lawfully practising practitioner as listed below from whom a prescribed Lecturer, their dependent spouse or child, receives treatment. In respect of practitioners in group (b), a referral by a medical practitioner is required:
- Group (a)
 - medical practitioner
 - dentist
 - chiropractor
 - Group (b)
 - psychologist
 - optometrist
 - podiatrist
 - physiotherapist
- 5.4.1.3 **"Duly qualified"** means a practitioner practising in Australia who, by training skill and experience, is competent to diagnose, advise with regard to and/or treat the condition in relation to which relevant medical or dental assistance, as the case may be, is reasonably sought.
- 5.4.1.4 **"Lecturer"** means an officer appointed by the Minister in accordance with section 15 of the Act (other than a Lecturer's Assistant), but does not include any such officer for the time being appointed for less than 4/10ths time.
- 5.4.1.5 **"Prescribed Lecturer"** means a Lecturer (other than a Lecturer for the time being on maternity leave) who is appointed to or promoted within a worksite situated outside of the *metropolitan area*. As a result of the appointment or promotion reasonably resides outside that area. However if the lecturer has resided in the same locality for ten years or more following their appointment or promotion then there will be a prima facie presumption that the teacher has elected to become a permanent resident in that locality. In general this will mean that:
- 5.4.1.5(a) a Lecturer who has elected to become a permanent resident in the relevant locality will cease to be a "prescribed Lecturer" at the expiration of the tenth anniversary of taking up residence in such locality but,
 - 5.4.1.5(b) a Lecturer who necessarily has to change residence (not being a change within the same town or general locality) as a result of a transfer within the same region will for the purposes of this definition be considered to be a new appointee as of the date of transfer.
 - 5.4.1.5(c) It is noted that the definition of "prescribed lecturer" has been applied administratively by consent from 6 October 1989.
- 5.4.1.6 **"Reimbursable expense"** means;

- 5.4.1.6(a) actual travel costs in excess of \$10.00 in any one instance reasonably incurred in transporting a prescribed Lecturer and/or their dependent spouse and/or their dependent child from their place of residence to a place at which a duly qualified practitioner is consulted;
 - 5.4.1.6(b) travel charges in excess of \$10.00 in any one instance made by a duly qualified practitioner reasonably summoned to attend a prescribed Lecturer, their dependent spouse or their dependent child at or near the place of residence;
 - 5.4.1.6(c) actual cost of accommodation not being hospital or nursing accommodation reasonably and necessarily incurred by a prescribed Lecturer, their dependent spouse or their dependent child, in connection with the attendance of that person away from their place of residence at a place at which a duly qualified practitioner is consulted;
 - 5.4.1.6(d) actual travel costs in excess of \$10.00 reasonably incurred by a Lecturer during term time to visit a spouse or child confined to a hospital or nursing home for one visit for each week the spouse or child is confined to the hospital or nursing home.
- 5.4.1.7 **“Travel costs”** means the actual return transport costs payable for the most appropriate form of travel in the circumstances. If travel is by a motor vehicle owned by a prescribed Lecturer or their spouse, an amount calculated at the lower of the motor vehicle reimbursement rates for cars with engines of more than four cylinders or with a rotary engine. The rates are the rates prescribed at that time by *Public Sector Act 2009* (as amended) and Determination 3.2 of the Commissioner for Public Sector Employment – Employment Conditions: Remuneration – Allowances and Reimbursements (as amended or its successor) for the total distance travelled. However for Lecturers appointed to worksites listed within Groups 1 - 4 inclusive of Schedule S3 of this Award, but excluding Yalata, the reimbursement rate will have a loading of forty percent. It is a provision that the transport costs will not in any circumstances exceed the amount which would be paid for a return trip from the prescribed Lecturer's place of residence and the Adelaide GPO.
- 5.4.2 Where a prescribed Lecturer reasonably incurs reimbursable expense, reimbursement will be paid upon written application made to the Chief Executive.
 - 5.4.2.1 A prescribed Lecturer will not lose their entitlement to this payment merely because the reimbursable expense incurred was in relation to attendance by or upon a duly qualified practitioner who was not the nearest available at the time. This is provided there were special circumstances that made it desirable that the services of some other duly qualified practitioner be sought.
 - 5.4.2.2 In any instance where it is necessary for a prescribed Lecturer, their spouse or some other attendant to accompany the person for whom the reimbursable expense is incurred then the reimbursable expense will include the additional travel and accommodation costs reasonably and actually incurred.
- 5.4.3 A prescribed Lecturer may be required to provide reasonable evidence in substantiation of a claim for reimbursable expenses.
 - 5.4.3.1 The Chief Executive is entitled to refuse payment of any claim where it appears that the expense arose as a direct consequence of the serious and wilful misconduct or gross negligence of the person in respect of whom the expense was incurred.
 - 5.4.3.2 A prescribed Lecturer is required to take all reasonable steps to recover any benefits which may be lawfully due in respect of any occurrence related to a reimbursable expense. These benefits may include insurance, contributory fund, workmen's compensation or other payments as well as common law damages. The payment of these benefits to the Lecturer will reduce the sum of the reimbursable expense. If any benefit is paid after payment has been made for reimbursable expenses, the Lecturer will repay the amount to the Chief Executive. The Chief Executive will not be entitled to withhold payment of reimbursable expense upon the ground that it, or some portion of it, may be recoverable at some time in the future from a third party.
- 5.4.4 The Chief Executive may by notice in writing require a prescribed Lecturer to commence and maintain a policy of insurance or membership of a contributory ambulance or other fund to cover that Lecturer's liability for items of the nature of reimbursable expense under this Award.
 - 5.4.4.1 In any such case the Chief Executive will reimburse to the prescribed Lecturer the amount by which any premium or contribution incurred in so doing exceeds the sum of \$6.00 per annum.

- 5.4.4.2 If a prescribed Lecturer fails to comply with a requirement made by the Chief Executive under this clause such Lecturer will not be entitled to claim any reimbursable expense which, but for their failure, would have been recouped to that Lecturer as a result of the relevant insurance or membership.
- 5.4.4.3 If a prescribed Lecturer is necessarily absent from duty because they, their dependent spouse or their child is attending a duly qualified practitioner the absence due to travel to or from the place of residence, will not be debited against that Lecturer's sick leave credit.
- 5.4.4.4 The Chief Executive may, with discretion, retain the right to transfer the Lecturer to a worksite nearer to the place of consultation or treatment should it be deemed desirable to do so.
- 5.4.5 The payment of reimbursable expense may be declined when the expense relates to a non-urgent elective consultation or treatment which might reasonably have been sought during a vacation period while the prescribed Lecturer, their dependent spouse or child had, in the normal course, travelled to a location at which the type of consultation or treatment could be obtained.
- 5.4.6 Any disputes in relation to this clause will be dealt with under Clause 3.2 Dispute Resolution Procedures.

CLAUSE 5.5 ALTERNATIVE DUTIES

OPDATE 06:02:2001 on and from

- 5.5.1 Where an officer is authorised to perform temporarily the duties of a higher classification for a continuous period exceeding one week, they will be paid the salary and increments to which they would have become entitled if permanently appointed to that classification. Where the continuous period exceeds 3 months the non-attendance time of the officer concerned may be adjusted accordingly.
- 5.5.2 If the acting officer is appointed permanently to the higher classification, service in the acting capacity will count as service for all purposes of salary and entitlements.
- 5.5.3 If circumstances so require, an officer may be directed to carry out duties which fall within that officer's level of skills, competence and training provided that such direction is not to result in any loss of salary or conditions.

CLAUSE 5.6 OFFICERS ON SECONDMENT

OPDATE 15:03:2006 on and from

- 5.6.1 Officers seconded from TAFE SA duties to carry out duties under the direction of professional officers engaged in administration or supervision of training and further education are to be paid the following allowances:
 - 5.6.1.1 a responsibility allowance of 4.75 percent per annum of incremental step 6 in the Lecturer salary scale at clause S1.2 in Schedule S1 of this Award.
 - 5.6.1.2 a loss of conditions allowance of 3.5 percent per annum of incremental step 6 in the Lecturer salary scale at clause S1.2 in Schedule S1 of this Award. This allowance is paid where the officers, as a condition of their secondment, are subject to the same hours of work and recreation leave as officers covered by the *Public Sector Act 2009* (as amended).
- 5.6.2 Where an officer is seconded, it is a requirement that:
 - 5.6.2.1 the secondment level is to be clearly specified in writing; and
 - 5.6.2.2 in respect of the responsibility allowance prescribed above, officers seconded at various levels under this clause will be paid as follows:
 - Level 1 – A responsibility allowance at the rate prescribed above in addition to substantive salary provided that the substantive salary plus responsibility allowance does not exceed the salary prescribed for an Advanced Skills Lecturer 1.
 - Level 2 – A responsibility allowance at the rate to provide remuneration at the salary prescribed for a Principal Lecturer.
 - Level 3 – A responsibility allowance at the rate to provide remuneration at the salary prescribed for an Educational Manager (EMB).

- 5.6.3 No officer receiving a substantive salary in excess of that prescribed for Educational Manager (EMB) is to receive either the responsibility allowance or the loss of conditions allowance prescribed above.

CLAUSE 5.7 SALARIES

OPDATE 06:02:2001 on and from

The salaries prescribed by this Award, or calculated in the manner prescribed by this Award, are the annual salaries and hourly rates payable to officers.

CLAUSE 5.8 APPORTIONMENT

OPDATE 06:02:2001 on and from

Every rate of salary fixed by this Award is the rate for a year and is apportionable in point of time. If a salary is paid fortnightly, the fortnightly amount is 12/313 of the annual salary calculated to the nearest ten cents.

CLAUSE 5.9 SALARIES OF OFFICERS RE-APPOINTED AFTER TERMINATION

OPDATE 06:02:2001 on and from

Where an officer is re-appointed after retirement or resignation the officer is entitled to the salary fixed by this Award for the position to which the officer is appointed, subject to the following conditions:

- 5.9.1 on re-appointment the officer will be given credit for the qualifications, experience and any special expertise held on retirement or resignation so far as they are relevant to a determination of salary under this Award; and
- 5.9.2 the Chief Executive may determine that, an officer will be entitled to credit for any period(s) served before their retirement or resignation.

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

OPDATE 06:02:2001 on and from

CLAUSE 6.1 HOURS OF DUTY

OPDATE 15:03:2006 on and from

6.1.1 Officers (Other than Lecturer's Assistants)

6.1.1.1 The normal hours of duty are 35 hours per week to be worked as a span of duty between 8.00 am and 5.00 pm Monday to Friday provided:

6.1.1.1(a) Subject to 6.1.1.2(b), no Lecturer will be required to commence a span of duty on more than one occasion each day.

6.1.1.2(b) A Lecturer who is required to be on duty for no less than 32 hours in any four days of a week, may elect to be on duty in the subsequent week to the extent that the hours of duty in the two weeks total no less than 70 hours.

6.1.1.2 Education Program Hours

6.1.1.2(a) The normal hours of duty per week for full-time Lecturers include a period, recommended by the Institute Hours Advisory Committee and approved by an authorised delegate, of between 18 and 24 hours. During this time the Lecturer is to be engaged in the provision of education programs to students.

6.1.1.2(b) An authorised delegate may approve variations to the hours set out above with the agreement of the Lecturer affected by the variation provided that total attendance time is not reduced except in accordance with the provisions of 6.1.1.4 and 6.1.1.5.

6.1.1.3 Break From Duty

Lecturers are entitled to take a minimum of one half-hour break after five hours of duty. This break will only be counted as duty time, with an authorised delegate's approval, for such reasons as staff meetings or unavoidable student commitment.

6.1.1.4 Evening Duty

6.1.1.4(a) A Lecturer may be required to be involved in education programs after 5.00 pm on no more than two evenings per week. In that week any further work undertaken outside normal hours will be subject to the agreement of the Lecturer concerned.

6.1.1.4(b) Where a Lecturer is required to be involved in education programs after 5.00 pm on only one evening in a week, such hours will form part of their prescribed education program. The hours so worked that evening will be credited against the Lecturer's normal hours of duty at a rate of 1.5 hours for each hour worked.

6.1.1.4(c) Where a Lecturer is required to be involved in education programs after 5.00 pm on two evenings in a week, the hours so worked during the first evening will attract credit as in 6.1.1.4(b). Each hour so worked during the second evening will attract credit of 1.5 hours against the weekly education program.

6.1.1.4(d) Where a Lecturer is involved in education programs outside normal hours of duty other than in 6.1.1.4(b) or (c), each hour so worked will attract credit as in 6.1.1.4(c).

6.1.1.5 Study Release

Where study release is granted in accordance with Clause 7.13 Study Leave, reductions in education program hours will be granted in accordance with that clause.

6.1.1.6 Travelling Time

Officers required to travel on official duties outside of their programmed hours of duty become eligible for an allocation of a division of 50 per cent time off contact time and 50 per cent time off non-contact time for time spent in such travel. A maximum of up to 7 hours travel in any one day will be counted provided that such time off in lieu will be reduced by the amount of time an officer would normally spend travelling from their home to their normal headquarters.

6.1.2 Lecturer's Assistants

The ordinary hours of duty of full-time Lecturer's Assistants are to be worked according to roster between the hours of 7.30 am and 10.00 pm and are to be an average of:

6.1.2.1 75 hours worked within a work cycle of 14 consecutive days; or

6.1.2.2 150 hours worked within a work cycle of 28 consecutive days provided that:

6.1.2.2(a) Lecturer's Assistants may be required to work up to two evenings per week in normal hours, ie. beyond 6.00 pm. Any subsequent evenings are to be worked by agreement of the officer and an authorised delegate.

6.1.2.2(b) Lecturer's Assistants rostered for ordinary hours of duty beyond 6.00 pm on any day, or days, Monday to Friday inclusive, will be paid an additional 15% loading on salary for the hours worked after 6.00 pm.

6.1.2.3 The normal rostered ordinary hours of a Lecturer's Assistant may be varied by agreement with an authorised delegate. In the absence of any agreement, the normal rostered ordinary hours may be varied by the provision of 7 days notice in writing of the variation to the employee by an authorised delegate.

6.1.2.4 Lecturer's Assistants rostered to work ordinary hours of duty on a Saturday or Sunday will be paid an additional 50% loading on salary for that time.

6.1.2.5 Lecturer's Assistants rostered to work ordinary hours on a public holiday will be paid for that time either;

6.1.2.5(a) an additional 150% loading on salary;

or where the officer requests,

6.1.2.5(b) time in lieu may be granted at the convenience of TAFE SA and an additional 50% loading on salary also paid.

Where time off in lieu is requested and approved, such time may be taken off or accrued in accordance with the provisions expressed in subclause 6.1.3.1(c)(vi).

6.1.2.6 No Lecturer's Assistant is to be rostered for duty for more than five hours without a meal break of at least 30 minutes, such time taken not to count as time worked.

6.1.2.7 Lecturer's Assistants required to travel on official duties outside of their rostered hours of duty become eligible for time off in lieu of time spent in that travel. Time off in lieu is to be taken in accordance with the provisions of the SA Public Sector Salaried Employees Interim Award.

6.1.2.8 Nothing stated in this Award precludes an authorised delegate and an individual officer from agreeing to vary the working arrangements prescribed in this Award to meet local demands provided that, over time, officers fulfil the prescribed average ordinary working hours of duty.

6.1.3 Overtime

6.1.3.1 Full-Time Lecturer's Assistants

- 6.1.3.1(a) Payment for overtime will only be made to a Lecturer's Assistant who is required upon direction from an authorised delegate to work in excess of their rostered ordinary working hours.
- 6.1.3.1(b) Overtime for the purposes of this clause means:
- (i) all time required to be worked on any day in excess of an employee's rostered ordinary working hours of duty for that day.
 - (ii) all time required to be worked on Saturdays, Sundays and Public Holidays, other than work performed on any such day which constitutes an employee's ordinary hours of duty.
 - (iii) any time required to be worked on a day on which an officer would normally be rostered off duty.
- 6.1.3.1(c) Lecturer's Assistants who qualify for overtime payment in accordance with this clause are to be paid on the following basis for overtime worked:
- (i) for all hours worked in excess of the rostered daily ordinary hours of duty - at the rate of time and one half for the first three hours and double time after that.
 - (ii) on a Saturday (other than a Saturday which is a Public Holiday) - at the rate of time and one half for the first three hours and double time after that, except that all overtime worked after noon is to be at the rate of double time, with a minimum payment as for three hours work on that day.
 - (iii) on a Sunday - at the rate of double time for all overtime worked with a minimum payment as for three hours work on that day.
 - (iv) on a public holiday - at the rate of double time and one half for all overtime worked with a minimum payment as for three hours work on that day.
 - (v) Despite any other provision of this clause, if an authorised delegate and any Lecturer's Assistant who has worked overtime so agree, that officer may take time off (equal to the actual time worked) in lieu of receiving overtime payment as prescribed by this clause.
 - (vi) Where an authorised delegate and a Lecturer's Assistant who has worked overtime agree that the Lecturer's Assistant take time-off in lieu of overtime worked, the time-off should be taken as soon as practicable after the working of overtime. However, an authorised delegate may permit the available time-off in lieu to accumulate to a total of five working days provided that it is taken out, at a time agreed between an authorised delegate and the Lecturer's Assistant, within the calendar year in which it is accrued. The prior approval of an authorised delegate must be obtained where, for special reasons, it is desirable to accumulate time beyond five working days.

6.1.3.2 Part-Time Lecturer's Assistants

- 6.1.3.2(a) A part-time Lecturer's Assistant should only be required to work overtime in exceptional circumstances and only with the prior approval of an authorised delegate and the agreement of the employee concerned.
- 6.1.3.2(b) Where a part-time Lecturer's Assistant is required, and agrees to work overtime the following provisions apply:

Overtime for the purpose of this subclause means:

- (i) Where rostered daily hours are less than 7.5 hours:

All time worked in excess of 7.5 hours on any day provided that the total time worked exceeds 8 hours.

Time worked up to 7.5 hours in one day is not to be regarded as overtime but as an extension of the contract hours for that day and is to be paid at ordinary rates of pay.

- (ii) Where rostered ordinary hours exceed 7.5 hours:

Where the rostered ordinary hours of duty of a part-time Lecturer's Assistant are arranged so that a Lecturer's Assistant, on any day or days, is rostered to work in excess of 7.5 hours in ordinary time, the Lecturer's Assistant will only be entitled to overtime payment in respect to the hours worked in excess of the Lecturer's Assistants prescribed ordinary hours on any such day or days.

- 6.1.3.2(c) Part-time Lecturer's Assistants who qualify for overtime in accordance with subclauses and 6.1.3.1(b)(i) and (b)(ii) will be paid for all overtime hours worked on any day or days Monday to Friday (other than a public holiday) at the rate of time and one half for the first three hours and double time after that.

- 6.1.3.2(d) Part-time Lecturer's Assistants working overtime on a Saturday, Sunday or Public Holiday will be paid in accordance with the provisions of sub-clause 6.1.3.1(c) of this clause.

6.1.3.3 Rest Period After Overtime

- 6.1.3.3(a) When overtime is necessary it will, whenever reasonably practicable, be arranged so that Lecturer's Assistants have at least eight consecutive hours off-duty between the work of successive days.

- 6.1.3.3(b) A Lecturer's Assistant who works so much overtime between the termination of the employees ordinary work on one day and the commencement of ordinary work on the next day that the Lecturer's Assistant has not had at least eight consecutive hours off-duty between those times will, subject to this sub-clause be released after completion of the overtime. The Lecturer's Assistant will be released until they have had eight consecutive hours off-duty without loss of pay for ordinary working time occurring during such absence.

- 6.1.3.3(c) If on the instructions of an authorised delegate a Lecturer's Assistant resumes or continues work without having had eight consecutive hours off-duty the Lecturer's Assistant will be paid at double time until released from duty for such period and the Lecturer's Assistant will then be entitled to be absent until the Lecturer's Assistant has had eight consecutive hours off-duty without loss of pay for ordinary working time occurring during such absence.

PART 7 - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

OPDATE 06:02:2001 on and from

CLAUSE 7.1 PARENTAL LEAVE

OPDATE 24:03:2006 on and from

7.1.1 Definitions

In this clause, unless the contrary intention appears:

- 7.1.1.1 **Adoption** includes the placement of a *child* with a person in anticipation of, or for the purposes of, adoption.
- 7.1.1.2 **Adoption leave** means adoption leave provided under 7.1.3.4.
- 7.1.1.3 **Child** means a child of the employee or the employee's spouse under the age of one year; or
means a *child* under the age of school age who is placed with an employee for the purposes of **adoption**, other than a *child* or *step-child* of the employee, or of the spouse of the employee, who has previously lived with the employee for a continuous period of at least six months.
- 7.1.1.4 **Eligible Hourly Paid Instructor** is an Hourly Paid Instructor engaged during a period of at least 12 months, either:
- (a) on a regular and systematic basis for several periods of employment; or
 - (b) on a regular and systematic basis for an ongoing period of employment,
- and who has, but for the pregnancy or the decision to **adopt**, a reasonable expectation of ongoing employment.
- 7.1.1.5 **Extended adoption leave** means **adoption leave** provided under 7.1.3.4(b).
- 7.1.1.6 **Extended partner leave** means **partner leave** provided under 7.1.3.3(b).
- 7.1.1.7 **Government authority** means a person or agency prescribed as a government authority for the purposes of this definition.
- 7.1.1.8 **Maternity leave** means maternity leave provided under 7.1.3.2.
- 7.1.1.9 **Medical certificate** means a certificate as prescribed in 7.1.5.1.
- 7.1.1.10 **Parental leave** means **adoption leave**, **maternity leave**, **partner leave**, **extended adoption leave** or **extended partner leave** as appropriate, and is unpaid leave.
- 7.1.1.11 **Partner leave** means partner leave provided under 7.1.3.3.
- 7.1.1.12 **Primary care-giver** means a person who assumes the principal role of providing care and attention to a *child*.
- 7.1.1.13 **Relative adoption** means the **adoption** of a *child* by a parent, a *spouse* of a parent or another relative, being a grandparent, brother, sister, aunt or uncle (whether of the whole blood or half blood or by marriage).
- 7.1.1.14 **Short adoption leave** means **adoption leave** provided under 7.1.3.4(a).
- 7.1.1.15 **Special adoption leave** means **adoption leave** provided under 7.1.10.
- 7.1.1.16 **Special maternity leave** means **maternity leave** provided under 7.1.9.1.
- 7.1.1.17 **Spouse** includes a defacto spouse or a former spouse.

7.1.2 Chief Executive's responsibility to inform

On becoming aware that:

- (a) an employee is pregnant; or
- (b) an employee's *spouse* is pregnant; or
- (c) an employee is adopting a *child*,

a **Chief Executive** must inform the employee of:

- (i) the employee's entitlements under this clause; and
- (ii) the employee's responsibility to provide various notices under this clause.

7.1.3 Eligibility for and entitlement to parental leave

7.1.3.1 Subject to the qualifications in 7.1.4, the provisions of this clause apply to full-time, part-time, temporary officers and **eligible hourly paid instructors** but do not apply to other employees.

7.1.3.1(a) For the purposes of this clause **continuous service** is work for a Chief Executive on a regular and systematic basis (including a period of authorised leave or absence).

7.1.3.1(b) A **Chief Executive** must not fail to re-engage an hourly paid instructor because:

- (i) the hourly paid instructor or the hourly paid instructor's spouse is pregnant; or
- (ii) the hourly paid instructor is or has been immediately absent on parental leave.

7.1.3.1(c) The right of a **Chief Executive** in relation to engagement and re-engagement of hourly paid instructors are not affected, other than in accordance with this clause.

7.1.3.2 An employee who becomes pregnant is, on production of the required **medical certificate**, entitled to up to 52 weeks of **maternity leave**.

7.1.3.3 An employee is, on production of the required **medical certificate**, entitled to one or two periods of **partner leave**, the total of which must not exceed 52 weeks, as follows:

7.1.3.3(a) An unbroken period of up to one week at the time of the birth of the *child*.

7.1.3.3(b) A further unbroken period of up to 51 weeks in order to be the **primary care-giver** of the *child* (to be known as **extended partner leave**).

7.1.3.4 An employee is entitled to one or two periods of **adoption leave**, the total of which must not exceed 52 weeks, as follows:

7.1.3.4(a) An unbroken period of up to three weeks at the time of the placement of the *child* (to be known as **short adoption leave**).

7.1.3.4(b) A further unbroken period of up to 49 weeks in order to be the **primary care-giver** of the *child* (to be known as **extended adoption leave**).

7.1.4 Qualifications on entitlements and eligibility

7.1.4.1 The entitlement to *parental leave* is reduced:

- 7.1.4.1(a) In the case of *maternity leave*, by any period of *extended partner leave* taken by the employee's spouse and/or by any period of *special maternity leave* taken by the employee.
- 7.1.4.1(b) In the case of *extended partner leave*, by any period of *maternity leave* taken by the employee's *spouse*.
- 7.1.4.1(c) In the case of *extended adoption leave*, by any period of *extended adoption leave* taken by the employee's *spouse*.

7.1.5 Certification required

7.1.5.1 An employee must, when applying for *maternity leave* or *partner leave*, provide the *Chief Executive* with a *medical certificate* that:

- (a) names the employee or the employee's *spouse*, as appropriate;
- (b) states that the employee or the employee's *spouse* is pregnant; and
- (c) states:
 - (i) the expected date of birth;
 - (ii) the expected date of termination of pregnancy; or
 - (iii) the date on which the birth took place,

whichever is appropriate.

7.1.5.2 At the request of the *Chief Executive*, an employee must, in respect of the conferral of *parental leave*, produce to the *Chief Executive* within a reasonable time a statutory declaration which states:

7.1.5.2(a) *Parental leave*

- (i) The particulars of any period of *parental leave* sought or taken by the employee's *spouse*, and where appropriate;
- (ii) That the employee is seeking the leave to become the *primary care-giver* of a *child*.

7.1.5.2(b) *Adoption leave*

- (i) In the case of *adoption leave*, a statement from a *Government authority* giving details of the date, or presumed date, of *adoption*; and
- (ii) That for the period of the leave the employee will not engage in any conduct inconsistent with the employee's contract of employment.

7.1.6 Notice requirements

7.1.6.1 Maternity leave

7.1.6.1(a) An employee must give reasonable notice to the *Chief Executive*, depending on the circumstances, of their intention to take maternity leave.

7.1.6.1(b) A *Chief Executive* may, by not less than 14 days notice in writing to the employee, require her to commence *maternity leave* at any time within six weeks immediately before the expected date of birth. Such a notice may be given only if the employee has not given the *Chief Executive* the required notice.

7.1.6.2 Paternity leave

An employee must give reasonable notice to the *Chief Executive*, depending on the circumstances, of their intention to take paternity leave.

7.1.6.3 Adoption leave

An employee must

- 7.1.6.3(a) On receiving notice of approval for *adoption* purposes, notify the *Chief Executive* of the approval and, within two months of the approval, further notify the *Chief Executive* of the period(s) of *adoption leave* the employee proposes to take.
- 7.1.6.3(b) In the case of a *relative adoption*, so notify the *Chief Executive* on deciding to take a *child* into custody pending an application for *adoption*.
- 7.1.6.3(c) As soon as the employee is aware of the expected date of placement of a *child* for *adoption* purposes, but not later than 14 days before the expected date of placement, give notice in writing to the *Chief Executive* of that date, and of the date of commencement of any period of *short adoption leave* to be taken.
- 7.1.6.3(d) At least 10 weeks before the proposed date of commencing any *extended adoption leave*, give notice in writing to the *Chief Executive* of the date of commencing leave and the period of leave to be taken.

7.1.6.4 Unforeseen circumstances

An employee is not in breach of any of these notice requirements if the employee's failure to comply is caused by unforeseen or other compelling circumstances, including:

- (a) the birth occurring earlier than the expected date; or
- (b) the death of the birthing parent of the *child*; or
- (c) the death of the employee's *spouse*, or
- (d) the requirement that the employee accept earlier or later placement of the *child*,

so long as, where a living *child* is born, the notice is given not later than two weeks after the birth.

7.1.7 **Taking of parental leave**

- 7.1.7.1 No employee may take *parental leave* concurrently with such leave taken by the employee's *spouse*, apart from *paternity leave* of up to one week at the time of the birth of the child or *adoption leave* of up to 3 weeks at the time of the placement of the *child*.
- 7.1.7.2 Subject to complying with any relevant provision as to the taking of annual leave or long service leave, an employee may, instead of or in conjunction with *parental leave*, take any annual leave or long service leave to which the employee is entitled.
- 7.1.7.3 Paid personal leave or other paid absences are not available to an officer during the officer's absence on *parental leave*.
- 7.1.7.4 Subject to 7.1.4 and unless agreed otherwise between the *Chief Executive* and employee, an employee may commence *parental leave* at any time within six weeks immediately prior to the expected date of birth.
- 7.1.7.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the *child*, a *Chief Executive* may require the employee to provide a medical certificate stating that the employee is fit to work on the employee's normal duties.
- 7.1.7.6 Where leave is granted under 7.1.7.4, during the period of leave an employee may return to work at any time, as agreed between the *Chief Executive* and the employee provided that time does not exceed four weeks from the recommencement date desired by the employee.

7.1.7.7 **Maternity leave** and **partner leave** cannot extend beyond the **child's** first birthday.

7.1.7.8 **Adoption leave** cannot extend beyond the **child's** fifth birthday.

7.1.7.9 **Extended adoption leave** cannot extend beyond the first anniversary of the initial placement of the **child**.

7.1.7.10 Notwithstanding the provisions of this clause, employees eligible for **parental leave** have the right to request **parental leave** as consistent with 7.1.15.

7.1.8 **Variation and cancellation of parental leave**

7.1.8.1 Without extending an entitlement beyond the limit set by 7.1.3, **parental leave** may be varied as follows:

7.1.8.1(a) The leave may be lengthened once by the employee giving the **Chief Executive** at least 14 days notice in writing stating the period by which the employee requires the leave to be lengthened.

7.1.8.1(b) The leave may be lengthened or shortened by agreement between the **Chief Executive** and the employee.

7.1.8.2 **Parental leave** may be cancelled by agreement between the **Chief Executive** and the employee.

7.1.9 **Special maternity leave and personal leave**

7.1.9.1 If an officer not then on maternity leave suffers illness related to the employee's pregnancy the employee is entitled to take leave under 7.1.1;

7.1.9.2 Where an officer is suffering from an illness not related to the direct consequences of the confinement, an officer may take any paid personal leave to which the employee is entitled in lieu of, or in addition to, **special maternity leave**.

7.1.9.3 An officer who returns to work after the completion of a period of such leave is entitled to the position which the employee held immediately before commencing such leave, or in the case of an officer who was transferred to a safe job, to the position the employee held immediately before such transfer.

7.1.9.4 If that position no longer exists, but there are other positions available which the officer is qualified for and is capable of performing, the employee is entitled to a position, as nearly as possible, comparable in status and pay as that of the employee's former position.

7.1.10 **Special adoption leave**

7.1.10.1 An employee who has received approval to **adopt a child** who is overseas is entitled to such unpaid leave as is reasonably required by the employee to obtain custody of the **child**.

7.1.10.2 An employee who is seeking to **adopt a child** is entitled to such unpaid leave not exceeding five days as is required by the employee to attend such interviews, workshops, court attendances or examinations as are necessary as part of the **adoption** procedure.

7.1.10.3 The leave under this clause 7.1.10 is to be known as **special adoption leave** and does not affect any entitlement under 7.1.3.

7.1.10.4 **Special adoption leave** may be taken concurrently by an employee and the employee's **spouse**.

7.1.10.5 Where paid leave is available to the officer, the **Chief Executive** may require the officer to take such leave instead of **special adoption leave**.

7.1.11 **Transfer to a safe job - maternity leave**

7.1.11.1 If, in the opinion of a legally qualified medical practitioner:

(a) illness or risks arising out of the pregnancy; or

(b) hazards connected with the work assigned to the employee,

make it inadvisable for the employee to continue the employee's present work, the employee must, if the **Chief Executive** considers that it is practicable to do so, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

7.1.11.2 If the transfer to a safe job is not considered practicable, the employee is entitled, or the Delegate may require the employee, to take leave for such period as is certified necessary by a legally qualified medical practitioner.

7.1.11.3 Leave under this clause 7.1.11 will be treated as **maternity leave**.

7.1.12 **Part-time work**

An officer who is pregnant or is entitled to **parental leave** may, by agreement with the **Chief Executive**, reduce the officer's hours of employment to an agreed extent subject to the following conditions:

7.1.12.1 Where the officer is pregnant, and to do so is necessary or desirable because of the pregnancy; or

7.1.12.2 Where the officer is entitled to **parental leave**, by reducing the officer's entitlement to **parental leave** for the period of such agreement.

7.1.13 **Communication during parental leave**

7.1.13.1 Where an employee is on **parental leave** and a definite decision has been made to introduce significant change at the workplace, the **Chief Executive** shall take reasonable steps to:

(a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing **parental leave**; and

(b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing **parental leave**.

7.1.13.2 The employee shall take reasonable steps to inform the **Chief Executive** about any significant matter that will affect the employee's decision regarding the duration of **parental leave** to be taken, whether the employee intends to return to work and whether (if an officer) the employee intends to request to return to work on a part-time basis.

7.1.13.3 The employee shall also notify the **Chief Executive** of changes of address or other contact details which might affect the **Chief Executive's** capacity to comply with 7.1.13.1.

7.1.14 **Return to work after parental leave**

7.1.14.1 An employee must confirm the employee's intention to return to work, by notice in writing, to the **Chief Executive** given at least four weeks before the end of the period of **parental leave**.

7.1.14.2 On returning to work after parental leave an employee is entitled:

(a) to the position which the employee held immediately before commencing **parental leave**; or

(b) in the case of an employee who was transferred to a safe job, to the position which the employee held immediately before the transfer.

7.1.14.3 If the employee's previous position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee is entitled to a position as nearly as comparable in status and pay to that of the employee's former position.

7.1.15 **Right to request**

7.1.15.1 An employee entitled to **parental leave** pursuant to clause 7.1.3, may request the **Chief Executive** to allow the employee:

(a) to extend the period of simultaneous unpaid leave provided for in clause 7.1.3.3(a) and 7.1.3.4(a) up to a maximum of eight weeks;

- (b) to extend the period of unpaid *parental leave* provided for in 7.1.3.2 by a further continuous period of leave not exceeding 12 months;
- (c) to return to work from a period of *parental leave* on a part-time basis until the *child* reaches school age, to assist the employee in reconciling work and parental responsibilities.

7.1.15.2 The *Chief Executive* shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Chief Executive's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

7.1.15.3 The employee's request and the *Chief Executive's* decision made under 7.1.15.1(b) and (c) must be recorded in writing.

7.1.15.4 Where an employee wishes to make a request under 7.1.15.1(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from *parental leave*.

7.1.16 Termination of employment

7.1.16.1 An employee on *parental leave* may terminate their employment at any time during the period of leave by giving the required notice.

7.1.16.2 A *Chief Executive* must not terminate the employment of an employee on the ground of the employee's pregnancy or an employee's absence on *parental leave*. Otherwise the rights of the *Chief Executive* in relation to termination of employment are not affected by this clause.

7.1.17 Replacement employees

7.1.17.1 A *replacement employee* is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on *parental leave*.

7.1.17.2 Before an *Chief Executive* engages a *replacement employee* the *Chief Executive* must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

CLAUSE 7.2 AUTHORISED NON-ATTENDANCE DAYS

OPDATE 06:02:2001 on and from

7.2.1 Lecturers are entitled to twenty nine (29) authorised "**non-attendance**" working days in each TAFE SA year on which days Lecturers will not be required to attend for duty.

7.2.2 Educational Managers may be granted up to 10 non-attendance days in each TAFE SA year on which days such officers will not be required to attend for duty, in recognition of activities associated with their roles which are performed outside normal hours of duty.

7.2.3 The Chief Executive may require that an officer take non-attendance days at specified times.

7.2.4 Authorised non-attendance days for each officer will accrue and attract pro-rata entitlements in the same manner as for recreation leave, provided such authorised days will be additional to, and not in substitution for, recreation leave.

CLAUSE 7.3 BEREAVEMENT LEAVE

OPDATE 24:03:2006 on and from

7.3.1 Entitlement to leave

An officer, on the death of a:

- *spouse*;
- parent;
- parent-in-law;
- sister or brother;
- child or step-child;
- household member,

is entitled, on reasonable notice, to leave up to and including the day of the funeral of the relative. This leave is without deduction of pay for a period not exceeding the number of hours worked by the officer in 3 ordinary days work. Proof of death must be furnished by the officer to the satisfaction of the *Chief Executive*, if requested.

7.3.2 Unpaid entitlement to leave

An officer or an hourly paid instructor may take unpaid bereavement leave by agreement with the *Chief Executive*.

7.3.3 Effect of other leave

This clause has no operation where the period of entitlement to this leave coincides with any other period of leave.

CLAUSE 7.4 INDUSTRIAL LEAVE

OPDATE 06:02:2001 on and from

- 7.4.1 Subject to this clause the Chief Executive may, on the application by an officer, grant industrial leave to that officer. Such leave may be with full pay, part pay or without pay.
- 7.4.2 The Chief Executive may require an applicant for industrial leave to demonstrate that they will, within the period of leave, gain knowledge and/or experience of direct relevance and advantage to their duties.
- 7.4.3 Industrial leave may be granted for up to one TAFE SA year or such lesser period as the Chief Executive may approve.
- 7.4.4 An officer on approved industrial leave who suffers illness or injury which would normally allow access to paid sick leave will, subject to providing appropriate medical evidence, be allowed paid sick leave by the Chief Executive.
- 7.4.5 The Chief Executive may require any officer on approved industrial leave to render a statutory declaration of wage or salary income received (other than from the Minister) during such leave.
- 7.4.6 On receipt of a statutory declaration, the Chief Executive may authorise payment of salary to the officer concerned provided that the officer does not, in the period of leave, receive gross wages or salary greater than that which the officer would have received had they remained on duty for the period of approved industrial leave.

CLAUSE 7.5 JURY SERVICE

OPDATE 06:02:2001 on and from

Officers summoned to attend for jury service during normal hours of duty will be granted special leave with pay provided the Sheriff is notified prior to the commencement of service that payment (other than for travelling expenses) for attendance will not be sought.

CLAUSE 7.6 PERSONAL LEAVE TO CARE FOR A FAMILY MEMBER

OPDATE 24:03:2006 on and from

7.6.1 Definitions

7.6.1.1 *Personal leave to care for a family member* means leave provided in accordance with this clause.

7.6.1.2 *Family* - the following are to be regarded as members of a person's family:

- (a) a *spouse*;
- (b) a child or step child;
- (c) a parent or parent in-law;
- (d) any other member of the person's household;
- (e) a grandparent or grandchild;
- (f) any other person who is dependent on the person's care.

7.6.1.3 *Personal leave* means leave provided for in accordance with clause 7.11.

7.6.2 Paid personal leave to care for a family member

7.6.2.1 An officer with responsibilities in relation to a member of the officer's *family* who need the officer's care and support:

- (a) due to personal injury; or
- (b) for the purposes of caring for a family member who is sick and requires the officer's care and support or who requires care due to an unexpected emergency, is entitled to up to 10 days or 70 hours (75 hours for Lecturer's Assistants) in any completed year of *continuous service* (pro rata for *part-time officers*) to provide care and support for such persons when they are ill.

7.6.2.2 By agreement between the **Chief Executive** and an individual officer, the officer may access an additional amount of their accrued *personal leave* for the purposes set out in this clause. In such circumstances, the **Chief Executive** and the officer shall agree upon the additional amount that may be accessed.

7.6.2.3 The entitlement to use *personal leave to care for a family member* is subject to the officer being responsible for the care of the person concerned.

7.6.2.4 The officer must, if required by the **Chief Executive**, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

7.6.2.5 In normal circumstances an officer must not take *personal leave to care for a family member* where another person has taken leave to care for the same person.

7.6.2.6 The officer must, where practicable, give the **Chief Executive** notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the officer, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the officer to give prior notice of absence, the officer must notify the **Chief Executive** by telephone of such absence at the first opportunity on the day of the absence.

7.6.2.7 The amount of *personal leave to care for a family member* taken is to be deducted from the amount of the officer's *personal leave* credit.

7.6.3 Unpaid personal leave to care for a family member

7.6.3.1 Where an officer has exhausted all paid *personal leave* entitlements, an officer may elect, with the consent of the **Chief Executive**, to take unpaid leave for the purpose of providing care to a *family* member who is ill or who requires care due to an unexpected emergency.

7.6.3.2 The **Chief Executive** and the officer shall agree upon the period of unpaid *personal leave to care for a family member* which may be taken.

7.6.3.3 In absence of the agreement between the **Chief Executive** and the officer, the officer is entitled to take up to two days (of a maximum of 14 hours, or 15 hours for Lecturer's Assistants) of unpaid leave per occasion, provided that notice and evidentiary requirements are met.

7.6.4 Single day absences

Single day absences may be taken for *personal leave to care for a family member*.

7.6.5 Hourly Paid Instructors caring responsibilities

7.6.5.1 Hourly Paid Instructors are not entitled to *personal leave to care for a family member* or bereavement leave but subject to the notice and evidentiary requirements in 7.3 and 7.6, hourly paid instructors are entitled to not be available to attend work, or to leave work:

- (a) to care for a member of their *family* who is sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
- (b) upon the death of a *family* member.

7.6.5.2 The period for which the hourly paid instructor will be entitled to not be available to attend work for each occasion in clause 7.6.5.1 is:

- (a) the period agreed upon between the **Chief Executive** and the hourly paid instructor; or

(b) up to 48 hours (or 2 days) per occasion.

- 7.6.5.3 The hourly paid instructor is not entitled to any payment for the period of non-attendance under this clause.
- 7.6.5.4 A *Chief Executive* must not fail to re-engage an hourly paid instructor because the hourly paid instructor accessed the entitlement provided for under this clause. The rights of a *Chief Executive* to engage or not to engage an hourly paid instructor are otherwise not affected.
- 7.6.5.5 This clause does not intend to alter the nature of casual employment and is without prejudice to any parties' arguments about the nature of casual employment.

CLAUSE 7.7 LONG SERVICE LEAVE

OPDATE 06:02:2001 on and from

Officers are entitled to long service leave as provided for in the Act and Regulations.

CLAUSE 7.8 MATERNITY LEAVE

OPDATE 24:03:2006 on and from

Deleted.

CLAUSE 7.9 PUBLIC HOLIDAYS

OPDATE 06:02:2001 on and from

Officers are entitled to be paid at their ordinary rate of pay for any proclaimed Public Holiday falling on Monday to Friday inclusive, provided that such payment does not affect ordinary time earnings.

CLAUSE 7.10 ANNUAL LEAVE

OPDATE 24:03:2006 on and from

7.10.1 All officers are entitled to 20 working days recreation leave per annum.

7.10.2 An allowance will be paid to officers by way of recreation leave loading. The allowance is to be payable only in accordance with the following conditions:

- 7.10.2.1 The loading will be calculated on the basis of 17 ½ percent of the rate of salary payable to an officer for the 20 working days recreation leave commenced in a TAFE SA year; and
- 7.10.2.2 in any TAFE SA year the loading will not exceed the maximum amount payable to officers appointed under the provisions of the *Public Sector Act 2009* as amended, and prescribed in the Public Service (Recreation Leave Loading) Award in force at the time the recreation leave payment is made.
- 7.10.2.3 Officers who terminate their employment or have their employment terminated, or who in the initial year of appointment commence work after the commencement of the TAFE SA year, will be granted pro rata recreation leave loading in accordance with the following formula:

$$\frac{\text{Number of completed weeks worked after commencement of the TAFE SA year}}{\text{Number of working weeks in a TAFE SA year}} \times 17 \frac{1}{2} \text{ percent of four weeks wages (up to the prescribed maximum)}$$

7.10.2.4 For the purposes of this clause, the salary payable to an officer located in Whyalla or a suburb thereof is to include the Whyalla Cost of Living loading and all allowances under this Award except the locality allowances prescribed in Schedule S3.

7.10.3 Annual leave exclusive of public holidays

The annual leave prescribed by this clause is exclusive of the public holidays named in this Award that fall on a Monday to Friday inclusive. If any such holiday falls within an officer's period of annual leave, the period of leave will be increased by one day for each holiday.

7.10.4 Time of taking annual leave

- 7.10.4.1 Annual leave is to be taken at a time or times agreed between the *Chief Executive* and the officer.
- 7.10.4.2 If the *Chief Executive* and an officer fail to agree on the time (or times) for taking annual leave, or part of it, the *Chief Executive* may require the officer to take annual leave by giving the officer notice of the requirement at least 2 weeks before the period of annual leave is to begin.
- 7.10.4.3 If the *Chief Executive* determines the time for taking annual leave, the leave must be granted and must begin within 12 months after the entitlement to the leave accrues.
- 7.10.4.4 To assist officers in balancing their work and family responsibilities, an officer may elect with the consent of the *Chief Executive*, to accrue and carry forward any amount of annual leave for a maximum of two years from the date of the entitlement.

CLAUSE 7.11 PERSONAL LEAVE – INJURY AND SICKNESS

OPDATE 24:03:2006 on and from

- 7.11.1 The Chief Executive will grant leave of absence with pay on the ground of illness to an officer for a period not exceeding the sick leave standing to the credit of that officer.
- 7.11.2 Subject to any Special Leave granted in accordance with Clause 7.12 of this Award, sick leave must be credited to an officer other than a Lecturer's Assistant as follows:
 - 7.11.2.1 70 hours on commencement of appointment; and
 - 7.11.2.2 70 hours at the start of each succeeding TAFE SA year, and, in each case deducting from the total so obtained the number of hours in respect of which leave has been taken under this clause.
- 7.11.3 For a Lecturer's Assistant, sick leave must be credited as follows:
 - 7.11.3.1 forty five (45) hours on commencement of appointment, and
 - 7.11.3.2 if the Lecturer's Assistant commenced employment after the thirtieth day of June in a year but before the first day of January in the next year then on the first day of January a further forty five (45) hours must be credited to the Lecturer's Assistant's.
 - 7.11.3.3 on the first day of July after the commencement of employment and on each succeeding first day of July, a further ninety (90) hours sick leave must be credited to the Lecturer's Assistant.
 - 7.11.3.4 if a Lecturer's Assistant commences employment after the thirty-first day of December in a year but before the first day of July in the next year, the Lecturer's Assistant must be credited with forty five (45) hours on commencement of employment and a further ninety (90) hours on each succeeding first day of July which occurs during an officer's period of employment.
 - 7.11.3.5 Despite the provisions of subclause 7.11.3.4 a Lecturer's Assistant is not entitled to take:
 - 7.11.3.5(a) more than forty five (45) hours sick leave during the first six months of employment; or
 - 7.11.3.5(b) more than ninety (90) hours sick leave during the first 12 months of employment.
- 7.11.4 A part-time officer is entitled to pro rata sick leave in accordance with their hours of duty.
- 7.11.5 For the purpose of this clause, where an officer retires by reason of invalidity or physical or mental incapacity and is subsequently reappointed as an officer, their continuous service before retirement and their continuous service after reappointment are to be taken into account as though that service were continuous.
- 7.11.6 For the purpose of this clause, where a person who has previously been in prescribed government employment (as defined in Section 24 of the Act) is appointed as an officer and the employee's service in the prescribed employment is continuous with the employee's service as an officer, the leave credit to which the employee is entitled under this clause will be determined on the basis that the employee's service in the prescribed employment is service as an officer, provided that where the amount of leave taken by the officer in the prescribed employment is not accurately known, the Minister will determine the leave to stand to the credit of that officer.

- 7.11.7 If the period of absence of an officer on the ground of illness exceeds three consecutive working days at any time, the application for leave is to be accompanied by a medical certificate or other satisfactory evidence of the existence of illness.
- 7.11.8 Notwithstanding 7.11.7, the Chief Executive may require an officer to produce a medical certificate or other satisfactory evidence of the existence of the illness where leave of absence on the ground of that illness is three consecutive working days or less.
- 7.11.9 Where a medical certificate or other satisfactory evidence of the existence of illness is not produced by an officer as required by this clause, the leave will be without pay.
- 7.11.10 Where an officer who is on long service leave produces satisfactory evidence establishing that the employee was confined to a residence or to a hospital for a period of at least fourteen days while on that leave, the employee may, with the approval of the Chief Executive, elect to convert that portion of the employee's long service leave for which the employee was so confined to a debit against the employee's sick leave credits, provided that no such conversion will be granted to an officer on leave immediately prior to the employee's retirement, resignation, retrenchment or termination of services.
- 7.11.11 An officer who becomes ill whilst on recreation leave (including recreation leave taken between Christmas Day and New Year's Day), and who produces a medical certificate or other satisfactory evidence covering the period of illness, may apply to convert the period of illness to paid sick leave provided that there is sufficient sick leave credit available.
- 7.11.12 Where an officer is absent from duty and produces a medical certificate or other satisfactory evidence that the employee is suffering from one of the diseases set out below, and that evidence is supported by a statement from an authorised delegate that in all probability the disease was contracted by the officer while on duty as a result of the employee's contact with the clientele or staff of TAFE SA, the officer will be granted (at the employee's request) special leave with pay not debited to sick leave credits.

The leave granted under this sub-clause will not exceed 52 weeks, either at one time or in broken periods, for a particular disease.

The diseases accepted for the purposes of this sub-clause are:

Chicken Pox
Diphtheria
Erysipelas
Glandular Fever
Infectious Hepatitis
Infectious Mononucleosis
Measles
Mumps
Poliomyelitis
Rubella
Scarlet Fever
Typhoid
Whooping Cough
Herpetic Whitlow
Meningitis
Staphylococcal Infection of a Cutaneous Nature,
and such other diseases as the Minister may determine.

7.11.13 **Entitlement to personal leave**

An officer who has a personal leave (previously known as sick leave) credit is entitled to take personal leave if the officer is too sick to work.

7.11.14 **Conditions for payment of personal leave**

7.11.14.1 The officer is not entitled to payment for personal leave unless:

The officer gives the *Chief Executive* notice of the sickness, its nature and estimated duration before the period for which personal leave is sought begins (but if the nature or sudden onset of the sickness makes it impracticable to give the notice before the period begins, the notice is validly given if given as soon as practicable); and

- 7.11.14.2 The officer is entitled to payment at the officer's ordinary rate of pay (not including payments in the nature of penalty rates, overtime, allowances or loadings) for a period of personal leave.

CLAUSE 7.12 SPECIAL LEAVE

OPDATE 06:02:2001 on and from

Officers are entitled to special leave subject to the provisions of Regulation 16 of the Act.

CLAUSE 7.13 STUDY LEAVE

OPDATE 06:02:2001 on and from

- 7.13.1 Newly appointed Lecturers and Lecturer's Assistants who have not undertaken any formal Lecturer training are required to undertake an appropriate course of training agreed between the AEU and the Chief Executive.
- 7.13.2 Subject to the conditions set out below, Lecturers are entitled to be released from duty without loss of pay to undertake a relevant course of study for an initial teaching qualification, with the actual release hours in each semester being the subject of negotiations between such an officer and an authorised delegate:
- 7.13.2.1 Such release will only be available during the first four years of their first appointment.
- 7.13.2.2 Five hours per week should be seen as the minimum release time and will be interpreted as a 5/24 reduction in the hours allocated to the provision of educational programs.
- 7.13.2.3 Such officer must undertake an equivalent study load in the employee's own time.
- 7.13.2.4 Release to study for a repeat subject will only be granted in special circumstances.
- 7.13.2.5 Officers who do not have access to face-to-face courses at educational institutions will be entitled to release as provided in this sub-clause to undertake private study.
- 7.13.3 Despite the provisions of 7.13.2, any officer may be granted study leave with pay of up to five hours per week whilst employed by TAFE SA provided that:
- 7.13.3.1 Such leave is at no disadvantage to TAFE SA programs.
- 7.13.3.2 An officer must undertake an equivalent study load in the employee's own time.
- 7.13.3.3 Leave approved in accordance with this clause will attract reduction in education program hours and attendance time in terms expressed in proportion to the level of education program and/or attendance time for the particular function with which the officer is involved.
- 7.13.3.4 The field of study to be undertaken is to be in an area of program, educational business unit and/or TAFE SA needs and priorities, and is to be relevant to the professional development of the officer.
- 7.13.3.5 Release to study for a repeat subject will only be granted in special circumstances.
- 7.13.3.6 Officers who do not have access to face-to-face courses at educational institutions will be entitled to release as provided in this sub-clause to undertake private study.
- 7.13.3.7 Despite the above, such leave will only be granted at the discretion of an authorised delegate.
- 7.13.4 Officers employed on a part-time basis are entitled to study leave as specified in this clause on a pro-rata basis.

CLAUSE 7.14 TRADE UNION TRAINING LEAVE

OPDATE 06:02:2001 on and from

- 7.14.1 Officers who are members of the AEU are eligible for nomination to attend trade union training courses organised, run or approved by the South Australian United Trades and Labor Council.

7.14.2 Approval to attend such courses may be granted by an authorised delegate subject to:

7.14.2.1 sighting a nomination form signed by the Branch Secretary of the AEU; and

7.14.2.2 a proviso that the officer can be released. In deciding approvals, TAFE SA commitments must be a priority, and the privilege may be withdrawn at any time it is deemed necessary.

7.14.3 Time-off with pay for an officer eligible to attend such courses may be granted up to a maximum of 10 working days during two TAFE SA years. Time-off with pay in excess of this entitlement may be granted in special circumstances at the discretion of an authorised delegate, but in no case is the amount to exceed 20 working days during two TAFE SA years. All other costs related to attendance at a course will be the responsibility of the officer or the AEU.

7.14.4 Time-off with pay for part-time officers eligible to attend courses, may be granted in accordance with the following table:

HOURS WORKED PER WEEK	DAYS THAT MAY BE GRANTED PER 7.14.3 ABOVE
15 - 20	3 to 6 each two years
21 - 25	4 to 8 each two years
26 - 30	6 to 12 each two years
31 - 35	8 to 16 each two years
36 - 40	10 to 20 each two years

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

OPDATE 06:02:2001 on and from

CLAUSE 8.1 TRANSFERS

OPDATE 06:02:2001 on and from

Officers are subject to transfer in accordance with the prescribed guidelines agreed between the Minister and the AEU and published from time to time in the TAFE SA policy or procedure.

CLAUSE 8.2 CHANGE IN WORKPLACE

OPDATE 15:03:2006 on and from

Where the employer has changed the workplace of an employee, the employee will be placed at a workplace within a 45km range of their place of residence. By agreement, the employer and employee may make an alternative arrangement.

TAFE (EDUCATIONAL STAFF) AWARD

SCHEDULE S1. SALARIES

OPDATE 01:07:2023 1st pp on or after

CLAUSE S1.1 LECTURER'S ASSISTANT

S1.1.1 Incremental Steps

	\$ Per annum
1	59,307
2	61,229
3	63,116
4	65,457
5	67,896

S1.1.2 Lecturer's Assistants will be paid in accordance with the above salary range, with minimum salaries appropriate to the incremental step specified in S1.1.3. A Lecturer's Assistant will progress automatically to the next incremental step upon the annual anniversary of their appointment.

S1.1.3 A Lecturer's Assistant will be appointed to an incremental step in the range which fairly and adequately reflects the qualifications, experience and any special expertise possessed by such officer.

CLAUSE S1.2 LECTURER

S1.2.1 Incremental Steps

	\$ Per annum
1	63,255
2	65,576
3	67,896
4	70,049
5	72,208
6	74,527
7	76,849
8	79,088

A Lecturer will be paid in accordance with the above salary range with a minimum salary appropriate to the incremental step specified in S1.2.2 or S1.2.3. Subject to S1.2.3, a Lecturer will progress automatically to the next incremental step upon the anniversary of their appointment.

S1.2.2 Appointment

S1.2.2.1 A lecturer will be appointed to an incremental step in the range which fairly and adequately reflects the qualifications, experience and any special expertise possessed by the Lecturer.

S1.2.2.2 A Lecturer who holds a Diploma in Teaching or a degree will not be appointed below incremental step 2.

S1.2.2.3 A Lecturer who is appointed to incremental step 1 and subsequently completes the requirements for a degree will be given credit for one additional increment from the date the degree is conferred.

S1.2.3 Progression

S1.2.3.1 At the completion of two years' service a Lecturer must satisfy one of the following requirements before progressing to the next incremental step in the range:

- have completed the Foundation Studies component of the Bachelor of Teaching (Education and Training of Adults) of the University of South Australia; or
- have equivalent training/experience as determined by the classification committee and have negotiated a career development plan with the employee's authorised delegate.

S1.2.3.2 Upon completing one year of service on step 7 of the scale a Lecturer will, upon application, proceed to step 8 of the scale provided the Lecturer has:

- completed 72 points of the Bachelor of Teaching (Educational Training of Adults) as specified below*, or equivalent as determined by the classification committee;
- demonstrated competence in a range of teaching methodologies; and
- undertaken an annual average of at least 40 hours of approved technical development activity during their appointment as a Lecturer.

* Composition of 72 points:

- 24 Supervised individual studies (recognition of prior learning)
- 12 Foundation Studies
- 18 Learning and teaching studies
- 18 Curriculum and context studies/professional options.

S1.2.4 S1.2.4.1 For the purpose of S1.2.3, the following meanings apply:

“demonstrated” as certified by an authorised delegate on the advice of the appropriate line manager(s)

“technical” pertaining to the discipline within which the Lecturer is currently working

“competence” as ascertained by application of an agreed assessment methodology

“approved technical development activity” a staff development activity directed towards improving technical competence which is approved in advance by an appropriate delegate.

S1.2.4.2 Any dispute arising as to the proper commencing salary of a Lecturer determined in accordance with S1.2.2 will be dealt with in accordance with the Dispute Resolution Procedures contained in this award. A consideration of commencing salary will pay due regard to market salary levels for persons of the qualifications and level of expertise and experience possessed by the said Lecturer.

CLAUSE S1.3 ADVANCED SKILLS LECTURER 1

\$

Per annum

84,846

S1.3.1 A Lecturer with at least two years' recognised teaching experience may apply for reclassification as an Advanced Skills Lecturer 1.

S1.3.2 The Lecturer must satisfy the classification committee that they have reached a required level of professional and technical competence.

S1.3.3 The criteria for progression will be agreed between the AEU and the Chief Executive and will include an assessment of formal academic qualifications, teaching competence, contemporary technical knowledge, initiative, depth and diversity of teaching experience and personal development.

- S1.3.4** A Lecturer who satisfies the criteria for progression will be reclassified from the date upon which their application is approved by the Chief Executive, or three months after the date upon which their application is lodged, whichever is the earlier.

CLAUSE S1.4 ADVANCED SKILLS LECTURER 2

\$

Per annum

88,524

- S1.4.1** An officer seeking reclassification of the Advanced Skills Lecturer 2 level must both meet the criteria for progression as agreed between the AEU and the Chief Executive including formal education qualifications, other formal academic qualifications, teaching competence, contemporary technical knowledge, initiative, depth and diversity of teaching experience, and personal development; and satisfy the classification committee they have a higher order or broader range of skills and knowledge than is required at the Advanced Skills Lecturer 1 level.
- S1.4.2** The criteria for progression will be agreed between the AEU and the Chief Executive and will include, in addition to the Advanced Skills Lecturer 1 criteria, an assessment of professional development, educational practice, discipline leadership, curriculum development and implementation, consulting and personal development.
- S1.4.3** An officer who satisfies the criteria for progression will be reclassified from the date upon which their application is approved by the Chief Executive, or three months after the date upon which their application is lodged, whichever is the earlier.

CLAUSE S1.5 PRINCIPAL LECTURER

\$

Per annum

92,525

CLAUSE S1.6 EDUCATIONAL MANAGER

\$

Per annum

EMA step 1	86,514
EMA step 2	95,230
EMB	103,200
EMC	109,233

CLAUSE S1.7 INSTITUTE DIRECTOR

\$

Per annum

CD 1	113,001
CD 2	120,040
CD 3	135,396

CLAUSE S1.8 HOURLY-PAID INSTRUCTORS**S1.8.1** Hourly-Paid Instructors will be paid:

	\$ Per hour
Class 5	63.45
Class 4	76.10
Class 3	79.05
Class 2	96.05
Class 1 min.	98.85
max.	158.10

Instructor Class I - the hourly rate determined by the Chief Executive as fairly recognising the qualifications and experience of the Instructor and the work to be performed, provided that the minimum and maximum rates payable will be as set out above. Any dispute as to the rate payable will be dealt with in accordance with the Dispute Resolution Procedures contained in this Award.

S1.8.2 Instructors who are required to set and/or mark examination papers will be paid two thirds of the normal rate payable to such an Instructor for the time reasonably required to be occupied for the setting and marking of such examination.

S1.8.3 Persons engaged to tutor students in a particular subject will be paid at two thirds of the rate applicable to the Instructor teaching that subject.

CLAUSE S1.9 SAFETY NET ADJUSTMENTS

The rates of pay in this Award include the safety net adjustment payable under the *2023 State Wage Case and Minimum Standard for Remuneration*. This safety net 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 above Award payments include wages payable pursuant to enterprise agreements, currently operating enterprise flexibility agreements, award variations to give effect to enterprise agreements and over award arrangements. Absorption which is contrary to the terms of an agreement is not required.

Increases made under the existing or previous State Wage Case principles, previous General Reviews of Award Wages and the *2023 State Wage Case and Minimum Standard for Remuneration* excepting those resulting from enterprise agreements or Award variations to give effect to enterprise agreements, are not to be used to offset safety net adjustments.

CLAUSE S1.10 ECONOMIC INCAPACITY APPLICATIONS

Any employer or group of employers bound by an Award may apply to, temporarily or otherwise, reduce, postpone and/or phase-in the application of any increase in labour costs flowing from the *2023 State Wage Case* and Minimum Standard for Remuneration on the grounds of serious economic adversity. The merit of such application will be determined in the light of the particular circumstances of each case and the impact on employment at the enterprise level of the increase in labour costs is a significant factor to be taken into account in assessing the merit of any application. A party may make such an application under s 31A of the *South Australian Employment Tribunal Act 2014* (the SAET Act) in the form approved under rule 34 of the *South Australian Employment Tribunal Rules 2022*. It will then be a matter for the President to decide whether it should be dealt with by a Full Bench of SAET.

Any decision to temporarily postpone or reduce an increase will be subject to a further review, the date of which will be determined by SAET at the time it decides any application under this provision.

An individual employer making an application pursuant to this provision may make a request under s 55(2) of the SAET Act that the hearing of the matter be conducted in private and/or that some or all of the evidentiary material produced in the case not be available for inspection. Any such request will be determined by SAET in the circumstances of each case.

TAFE (EDUCATIONAL STAFF) AWARD**SCHEDULE S2. CLASSIFICATION CRITERIA**

OPDATE 03:09:2010 on and from

CLAUSE S2.1 LECTURER'S ASSISTANT**PREAMBLE:**

In compliance with Clause 29 of the South Australian Education Staff (Government Schools, Preschools and TAFE) Certified Agreement 2002 the parties acknowledge and agree that the following role and function statement represents the outcome of a review conducted by the parties and represents current working arrangements in respect of the classification of lecturer's assistant.

ROLE:

The role of the Lecturers' Assistant is the provision of assistance to lecturing staff. The Lecturers' Assistant is required to perform a combination of tasks that include the following:

- * Assisting in the facilitation of learning and discipline specific advice to students by:
 - supporting practical and/or tutorial activities.
 - demonstrating education, training and and/or technological resources.
- * Assisting in the preparation and/or development of a range of learning and assessment material.
- * Assisting lecturing staff undertaking research activities that will facilitate learning by sourcing, collecting and maintaining educational resources.
- * Assisting in the sourcing, coordination, conduct and maintenance of industry work placement activities.
- * Assisting in records management, vocational counselling and enrolment processes for current and potential students.

NOTE: the term "assisting" means that the Lecturers' Assistant does not take sole responsibility for students' learning experience or other activities associated with teaching and learning.

CLAUSE S2.2 LECTURER**PREAMBLE:**

In compliance with Clause 29 of the South Australian Education Staff (Government Schools, Preschools and TAFE) Certified Agreement 2002 the parties acknowledge and agree that the following role and function statement represents the outcome of a review conducted by the parties and represents current working arrangements in respect of the classification of lecturer.

ROLE:

The Lecturer's primary role is to provide an educational service of instruction, assessment and guidance in accordance with relevant curriculum and/or training package objectives. Lecturers may also be involved in the provision of consultancy services to industry and community clients.

In undertaking their role the Lecturer is required to keep abreast of technological, conceptual and other developments in their field/s of specialisation, to integrate these changes into students' educational programs and to assist with the provision of up-to-date information, skills, knowledge and advice to industry and community clients concerning their specific training requirements.

The role of the Lecturer requires the performance of a range of tasks, which may include:

- * Lecturing in competencies required within educational programs and sub program disciplines according to the skills of the lecturer and program demands.
- * Using a range of alternative teaching and assessment methodologies to evaluate and assess student learning.
- * Preparing and/or developing learning and assessment materials, taking into account student needs, skills and location.
- * Maintaining standards by evaluating and assessing students' learning against relevant curricula and/or training package outcomes.
- * Taking responsibility to ensure records relating to the teaching/educational program are maintained.
- * Participating in academic/vocational counselling and enrolment processes for current and potential students.
- * Assisting with educational consultancy activities in industry and in the community.
- * Assisting with the provision of education and training advisory services for clients with specific needs.

CLAUSE S2.3 ADVANCED SKILLS LECTURER

ROLE:

Officers who progress to the Advanced Skills Lecturer classification will, on the basis of their demonstrated ability to utilise a higher order and a broader range of skills, undertake the more demanding teaching roles within a particular subject area and to provide leadership and guidance to other staff with whom they are involved.

Officers classified at the Advanced Skills Lecturer 2 level will be expected to make a significant contribution to the development and implementation of new materials and delivery methods and the maintenance of educational standards, in addition to their on-going involvement in the development of teaching and related skills amongst other staff.

Advanced Skills Lecturers may be required to undertake any combination of the following roles:

- * undertake a designated teaching role and model high quality professional practice in a range of teaching methodologies;
- * provide leadership in the relevant discipline;
- * advise, through consultation with appropriate Educational Managers, on matters related to the effectiveness and quality of the program, and its delivery;
- * accept responsibility for the implementation of aspects of new curricula;
- * advise, through consultation with Educational Managers, on emerging staff development needs in the teaching area;
- * contribute to the provision of staff development to other staff as appropriate to the area of expertise;
- * advise, through consultation with Educational Managers, on the maintenance of standards in the teaching area;
- * demonstrate equal opportunity knowledge and application;
- * undertake liaison with the relevant "industry" to monitor relevant trends in order to identify emerging needs, be they educational, training or other;
- * accept responsibility for the development of new curricula;
- * accept responsibility for the development of effective, high quality, support materials, methodologies and assessment techniques;

- * interpret training specifications;
- * accept responsibility for providing education and training advisory services for clients with specific needs;
- * accept responsibility for the provision of academic and vocational counselling to existing or potential students.

NOTE: "industry" refers to the industrial, professional, community or other environment serviced by an educational program.

CLASSIFICATION:

Officers wishing to progress to the Advanced Skills Lecturer levels will be required to satisfy the classification committee that they meet the experience and skill requirements specified by the criteria for progression agreed between the Minister and the AEU.

QUALIFICATIONS:

The minimum academic requirement for progression to the Advanced Skills Lecturer 1 level will be a Bachelor of Teaching (Education and Training of Adults) awarded by the University of South Australia or an equivalent qualification acceptable to the Chief Executive.

CLAUSE S2.4 PRINCIPAL LECTURER

ROLE:

To take a leading role in the teaching function and to be responsible for the on-going development and maintenance of the qualitative aspects of the educational program(s) with which they are associated.

To undertake a range of functions directly related to educational delivery, with particular emphasis on teaching in an area of expertise and higher level industry liaison on behalf of TAFE SA.

To take responsibility for the development and maintenance of relevant and appropriate educational practice and methodologies within a specific program area or across a range of program areas.

FUNCTIONS:

The functions of the Principal Lecturer will focus upon leadership and qualitative improvement in the educational program, and include the following:

- * undertake teaching duties in an area of particular significance;
- * developing and maintaining exemplary educational practice in a diverse range of learning environments and for a variety of client groups;
- * establishing, further developing and evaluating educational methodologies and initiatives in the delivery of a high quality educational program;
- * researching, developing and monitoring assessment procedures and techniques;
- * identifying emerging curriculum frameworks which meet changing needs;
- * providing specialist advice in applications and effectiveness of curriculum;
- * advising on the most appropriate strategies to ensure that the program focus meets the established and emerging needs of students, industry, commerce and the community;
- * inducting, guiding and developing new entry Lecturers, and supporting the on-going professional and career development, and acting as a mentor to other teaching staff;
- * providing leadership within the defined area of expertise by:

- maintaining an over-view of, and close liaison with, "industry", professional and other appropriate groups; and
 - promulgating advice and information on current trends in the area of expertise, for example on leading-edge technology and/or relevant research and development; and
 - providing advice and professional assistance to clients seeking access to a range of educational and training services; and
- * demonstrating a commitment to personal and professional development in education and the area of expertise.

CLASSIFICATION:

Positions of Principal Lecturer will be established by the Chief Executive on the basis of the demonstrated need (as identified by the Institute Staffing Plan process or as a result of recommendations of a specific program management group) to provide educational leadership in a particular program area, and will be filled by means of a merit-based selection process agreed between the Minister and the AEU.

QUALIFICATIONS:

Principal Lecturers require academic qualifications in education and/or their specialism in advance of the first degree level. The academic requirement for appointment to this classification will be the Bachelor of Education (Education and Training of Adults) of the University of South Australia, or equivalent as determined by the classification committee.

CLAUSE S2.5 EDUCATIONAL MANAGERS**ROLE:**

The role of an Educational Manager will range from an operational one to a Complex Strategic one and may be focussed on a local or TAFE SA level.

To provide Educational Leadership and Management for the performance of work unit functions (both locally and across TAFE SA) by developing the capability of work teams in the provision of high quality vocational education and training services.

To achieve educational objectives for the benefit of TAFE SA and its clients by maintaining TAFE SA, program policies and processes.

To manage and take responsibility for the effective planning, allocation and utilisation of human, financial and physical resources.

An Educational Manager may manage multiple projects and consultancy services of an educational nature, within a program area, locally or across TAFE SA.

An Educational Manager may be deployed with a local focus, a TAFE SA focus or a mixture of both.

FUNCTIONS:

Educational Managers are required to undertake duties associated with a range of management functions (consistent with the classification level of the position), which may include:

- * Implementation of curricula training packages.
- * Consultation and liaison with clients (“industries”, “industry”, organizations, etc).
- * Providing a leadership and advocacy function.
- * Encouraging and assisting staff to develop teaching strategies and discipline expertise and providing a work environment conducive to the introduction of change and innovation.
- * Maintaining an awareness of educational, organisational and industry trends, which may impact on the quality, and relevance of work unit functions.
- * Providing leadership of regional and rural campuses to ensure the provision of high quality educational, student support and administrative services.
- * Planning, innovation and product development for mainstream and commercial activities.
- * Ensuring the maintenance of quality delivery and assessment of teaching in accordance with policy/standards/legislative requirements.
- * Establishing mechanisms which enable all work unit staff to be informed and consulted of policy, curriculum and training packages.
- * Evaluating and developing new business opportunities to enhance workgroup stability.
- * Leadership of staff including performance management.
- * Contributing to the local/TAFE SA planning process by preparing purchase/performance agreements.
- * Developing submissions which accurately reflect performance levels, resource requirements and client demands, and which identify issues requiring managerial or educational response.
- * Ensure compliance with audit standards in relation to OHS&W, AQTF and ISO are satisfied.
- * Implementing, monitoring and reporting on procedures which ensure that budget expenditure and educational delivery effectively meet program requirements.
- * Establishing and maintaining effective Human Resource Management Processes.
- * Ensuring that adequate student management systems and processes are in place.

CLASSIFICATION:

Positions of Educational Manager will be established and classified on the basis of the nature, size, and complexity of the tasks assigned, and on the level of delegated responsibility and authority, exercised in particular circumstances, the operational or strategic nature of the focus as defined in the following statements:

Educational Manager Level A (EMA)

Positions at this level would normally be operational in nature and with limited scope.

Positions at this level will undertake duties associated with the management of a number of smaller work units or a single element of a larger program or work unit to deliver a variety of courses, which respond to the needs of a diverse client base.

The position EMA could manage projects of an educational nature of a small single program focus within a work team or across TAFE SA.

EMA step 1 may be used to provide an opportunity for staff to develop management competencies and qualifications in order to support progression to higher-level management positions.

The role of position at EMA level could have responsibility for the management of small regional/campuses and student support services.

RESPONSIBILITIES:

An Educational Manager level A would be expected to undertake a range of responsibilities from those stated below:

- * Lead and manage the development of innovative teaching methodologies and discipline expertise for the delivery of quality education programs within the work unit/s with support from a senior manager.
- * Ensure the work unit/s provides a teaching program which meets the requirement of clients and which complies with the relevant training standards and departmental policies.
- * Provide leadership for the work unit/s for the areas of Training Package/Curriculum development and implementation.
- * Enhance continuous improvement of vocational education and training programs and services in line with the Australian Qualifications Framework.
- * Maintain relationships with industry, government and community agencies to identify relevant and emerging training and education requirements.
- * Maintain systems, which allow assessment and evaluation against unit objectives.
- * Manage resources, including human, physical, financial, student support services and current training package/curriculum, in line with Departmental and Government policy.
- * Develop and monitor policies and procedures that will improve the effectiveness of access and equity in education and training courses across TAFE SA.
- * Provide direction in Occupational Health, Safety and Welfare requirements ensuring the pastoral care of staff in regional and rural campuses where appropriate.
- * Ensure that appropriate Human Resource Management policies and programs are implemented including performance management/development.
- * Respond to the training needs of relevant regional and rural communities.
- * Represent the rural and regional campuses as appropriate on local committees and bodies, and provide the key contact point to ensure that the educational needs are met.
- * Provide educational leadership for work units that may be geographically dispersed.
- * Manage the delivery of commercial programs to ensure customer satisfaction and achievement of the agreed deliverables.
- * Manage the preparation and development of submissions and tender documents to access external funding for such projects as professional development and other similar as identified.
- * Identify and assist in the development of new services and customisation of services to meet the needs of existing or potential clients.
- * Identify new business opportunities and implement and evaluate strategies to increase external income generation.
- * Develop workshops and presentations to external customers and businesses.

- * Manage projects of an educational nature.

Educational Manager Level B (EMB)

Positions at this level are operationally based at the local level with a more complex focus, or with a more strategic focus across TAFE SA.

Positions at this level may require the acceptance of responsibility for the activities of a number of discrete work units or for a number of functions within a larger single work unit or across TAFE SA. This could also include the management of a range of teaching areas and/or regional and rural campus management.

The role of positions at EMB could provide leadership of large campuses to ensure the provision of high quality educational and student support services.

In most cases positions at this level are required to manage a wide range of educational functions and to relate to a client group, which represents the interests of an industry or group of industries and regional development as appropriate. This involves participation in discussions on a range of training issues and the development of educational responses, which reflect the particular requirements of a diverse client base.

It is expected that positions of this level will require a degree of autonomous decision-making on matters affecting group functions and procedures together with the requirement to initiate change at the local, regional and TAFE SA level.

The position EMB may lead the management of multiple projects within program areas and/or significant projects across TAFE SA.

EMB may report to an EMC.

RESPONSIBILITIES:

An Educational Manager level B would be expected to undertake a range of responsibilities from those stated below:

- * Provide a leadership role in the development of innovative teaching methodologies and discipline expertise for the delivery of quality education programs. This may include such methodologies as flexible learning, on-line learning and technology based learning.
- * Ensuring that the work unit provides a balanced teaching program which meets the requirement of students and industry groups and which complies with the relevant training standards and departmental policies.
- * Provide the primary leadership role for innovative delivery, quality, and cross sectorial initiatives in regional and rural locations/campuses by sponsoring agreed activities and participating in high level committees and working groups across TAFE SA to ensure the effective planning, development, integration and monitoring of these functions into local programs and service delivery.
- * Be responsible for the Provision of leadership for the work unit/s for the areas of Training Package/Curriculum development and implementation.
- * Facilitate an effective team culture to enhance continuous improvement of vocational education and training programs and services.
- * Develop and enhance relationships with industry, government and community agencies to identify relevant and emerging training and education requirements.
- * Maintain systems, which allow all unit functions to be regularly assessed and evaluated against unit objectives.
- * Representing local and program interests (including across TAFE SA) to enhance the local and programs ability to initiate and adapt to changing educational and operational requirements.

- * Participate in relevant state-wide and regional committees and/or management teams to contribute to the educational and strategic planning processes for TAFE SA.
- * Developing and improving the quality of educational output through the development and deployment of resources, including human, physical, financial (from a range of fund sources), student support services and current training package/curriculum.
- * Provide direction to the work unit/s to ensure that all Occupational Health, Safety and Welfare requirements are met in particular the pastoral care of staff in regional and rural campuses.
- * Ensure that appropriate Human Resource Management policies and programs are implemented including performance management/development across of range of Acts.
- * Ensure that the relevant regional and rural community training and education needs are met.
- * Providing educational leadership for teaching areas that may be geographically dispersed due to the high level of travel that this role encompasses by using sophisticated communication processes.
- * Provide strategic advice and leadership for program areas across TAFE SA.
- * Be responsible for the delivery of commercial programs to ensure customer satisfaction and achievement of the agreed deliverables.
- * Lead the development and preparation of submissions and tender documents to access external funding for projects across TAFE SA and other similar as identified.
- * Identify and assist in the development of new services and customisation of services to meet the needs of existing or potential customers at a local, regional and rural level.
- * Identify new business opportunities and implement and evaluate strategies to increase external income generation.
- * Develop workshops and presentations to external customers/businesses.

Educational Manager Level C (EMC)

Positions at this level are responsible to an authorised delegate or TAFE SA Executive.

A significant feature of positions at this level is the requirement to work closely with an authorised delegate in developing local/TAFE SA strategies related to a range of educational, organizational, financial, and administrative issues.

Such positions operate at a senior strategic level and are expected to have a broad TAFE SA role.

It is expected that the role of these positions will reflect the requirement to provide educational leadership in developing the capability of the work teams across all campuses to ensure continuous improvement and customer responsiveness to local, national, and international education training priorities.

Inherent in the role of positions at this level is the requirement to be involved in planning, organizing, directing, and evaluating program activities in order to determine goals and to establish priorities within the framework of TAFE SA.

Accordingly, positions at this level require considerable innovation and creativity, a significant level of managerial and education judgement and the appropriate delegation of tasks and responsibilities.

RESPONSIBILITIES:

An Educational Manager level C would be expected to undertake a range of responsibilities from those stated below:

- * Contributing to management by providing leadership in planning and monitoring processes and accepting responsibility for the provision of programs and services within work units in line with TAFE SA objectives.
- * Provide leadership and direction to meet TAFE SA priorities and achievement of performance targets.
- * Lead the development of an organizational culture that encourages and supports innovation, flexibility, teamwork and empowerment of staff to enable TAFE SA to meet its current and future strategic goals.
- * Provide leadership in the development of policies and procedures that will improve the effectiveness of education and training courses across TAFE SA.
- * Regularly evaluating work unit functions, recommending measures aimed at maintaining the integrity and efficiency of unit programs and developing strategies to cater for projected program demands.
- * Representing TAFE SA in the discussion or negotiation of significant educational and/or managerial issues, including the provision of professional and education services outside the mainstream of programs. This could be at the local level or across TAFE SA.
- * Provide educational leadership across TAFE SA through strategic, and business planning and quality assurance processes. Lead the development of and oversee the delivery of programs and services at all campuses.
- * Assisting other managers in the performance of their roles by providing regular information advice and guidance in matters relating to educational or administrative issues.
- * Provide leadership and direction to all levels of staff for Occupational Health, Safety and Welfare awareness and implementation of policies to ensure compliance with legislative requirements and a safe, productive and harmonious working environment.
- * Develop and enhance relationships with major industries, government community agencies and employer groups to identify emerging trends and developments and analyse and communicate this information to appropriate staff to position TAFE SA as leaders in learning.
- * Provide direction and leadership to ensure that the principles of Equal Employment and Education opportunity, ethical practice, the principles of Cultural Diversity and appropriate legislative requirements are known and applied by staff.
- * Ensure that appropriate human resource management policies and programs and strategies are implemented to foster a productive and cooperative working environment.

CLAUSE S2.6 INSTITUTE DIRECTORS**ROLE:**

To ensure that executive management needs are met by developing and maintaining the educational, administrative and technical functions necessary for the effective operation TAFE SA.

To contribute to TAFE SA management issues by representing the Chief Executive and taking a leading role in the development and implementation of Departmental policy initiatives.

FUNCTIONS:

Institute Directors will generally be responsible to the Chief Executive for: * formulation of objectives, plans and policies;

- * ensuring the proper implementation of Government and TAFE SA policies;
- * provision of educational leadership and establishment of a sound organisational culture within TAFE SA;
- * establishment of effective staffing and management structures to ensure sound educational outcomes through the productive utilisation of available resources;
- * maintenance and development of human and physical resources;
- * exercise of financial and personnel delegations;
- * accounting for TAFE SA priorities, state-wide program objectives and industry and community expectations in establishing a balanced program;
- * maintenance of good public relations in the promotion and development of TAFE SA. In meeting these responsibilities Institute Directors will:
- * ensure that TAFE SA activities are managed in a manner which maximises productivity through the effective and efficient utilisation of available resources and in accordance with Government policies and priorities;
- * monitor the conduct of courses to ensure that educational programs meet appropriate standards;
- * establish and maintain mechanisms which ensure the budgetary requirements and staff levels are met;
- * implement systems and procedures to cater for the monitoring of TAFE SA performance and the enrolment of students, the receipt of fees and the collection and storage of information required for reporting purposes;
- * maintain TAFE SA facilities to provide a safe working environment for staff and students;
- * allocate and manage staff assigned to various TAFE SA based functions having due regard to relevant personnel management principles, including equal employment opportunity considerations;
- * provide opportunities for staff at all levels to participate in relevant professional development activities and to receive performance assessment and counselling;
- * develop and monitor student services in order to enhance the educational environment in which programs are offered;
- * identify opportunities for the introduction of educational programs which meet client needs and which take advantage of facilities and expertise available within TAFE SA;
- * encourage staff to adopt and develop innovative teaching methodologies;
- * represent the TAFE SA as a member of educational and management committees as required;
- * actively promote the educational program through the development of publicity material and contact with appropriate organisations;
- * establish consultative mechanisms within TAFE SA which provide opportunities for involvement in the decision making process to all staff and to other members of TAFE SA, as appropriate;
- * maintain an awareness of current educational and management trends, philosophies and practices; and
- * establish and maintain an environment which is conducive to a sound learning process.

CLASSIFICATION:

The Chief Executive will establish and classify positions of Institute Director on the basis of an assessment of the complexity and diversity of TAFE SA responsibilities to be undertaken and the level of managerial demand generated by the performance of associated TAFE SA functions.

QUALIFICATIONS:

Appointment to a position of Institute Director requires possession of a minimum qualification of an undergraduate degree in both education and management together with extensive management experience at a senior level. The formal qualification requirements may be met by an appropriately structured Bachelor of Teaching (Education and Training of Adults) from the University of South Australia. Persons holding an undergraduate degree in another discipline without components of either education or management will need to present evidence of additional formal qualification in that area(s) before appointment to a position of Institute Director can be considered.

TAFE (EDUCATIONAL STAFF) AWARD
SCHEDULE S3. LOCALITY ALLOWANCES

OPCODE 01:07:2022 on and from (S3.3 & S3.4)

OPCODE 01:07:2023 1st pp on or after (S3.1 & S3.2)

S3.1 Officers located at the following worksites will be paid the following allowance:

Compensation for adverse environment	\$ Per annum
<i>Group 1</i> Pipalyatjara	5,365
<i>Group 2</i> Amata Ernabella Fregon Indulkana Mimili Oodnadatta	4,181
<i>Group 3</i> Andamooka Marree Roxby Downs Yalata	3,321
<i>Group 4</i> Coober Pedy	2,475
<i>Group 5</i>	1,651
<i>Group 6</i> Leigh Creek Woomera	822

S3.2 Recreation leave - Allowance for Cost of Commuting from Distant Worksites.

S3.2.1 Officers who are appointed to a worksite which is more than 320 kilometres by the nearest practical road route from the GPO Adelaide are entitled to an allowance for the cost of commuting in their own vehicle to Adelaide and return for the vacation period.

The allowance will be computed at 37 cents per kilometre each way for the distance by the nearest practical road route and from the worksite in question to the GPO Adelaide less 320 kilometres.

Provided, however, that in the case of officers appointed to worksites listed within Groups 1 to 4 as above, excluding Yalata, a loading of 40 per centum of the motor vehicle reimbursement rate referred to above will be applied.

The above allowances for vacation periods will be payable upon the following basis:

S3.2.1(a) In respect of worksites in groups 1 to 6 inclusive referred to in S3.1 - 4 trips per annum.

S3.2.1(b) In respect of all worksites other than those detailed in paragraph S3.2.1(a) and those situated within Whyalla or a suburb thereof, which are not less than 320 kilometres by the nearest practical road route from the GPO at Adelaide - 2 trips per annum.

S3.2.2 In respect of worksites situated on Kangaroo Island - recoupment of a sum equivalent to 75 percent of the actual cost incurred for up to three return trips per annum either by air or by sea for a Lecturer and dependent spouse and dependent children, plus the cost of sending a motor vehicle (without any attachments) on no more than two return trips per annum.

S3.3 Motor Vehicle - Allowance in Respect of Abnormal Depreciation.

S3.3.1 In respect of worksites other than Yalata, listed in groups 1, 2, 3 and 4 of clause S3.1 - \$4542 per annum.

S3.3.2 In respect of worksites listed in Groups 5 and 6 of clause S3.1, together with Yalata - \$1903 per annum.

S3.4 Allowance by way of Compensation for Increased Cost of Living arising from Country Service and some Aspects of Isolation.

In respect of worksites listed in the four groups specified below namely:

Group 1	Group 2	Group 3	Group 4
Amata	Coober Pedy	Ceduna	Padthaway
Andamooka		Cleve	Point McLeay
Ernabella		Leigh Creek	(now Raukkan)
Fregon		Woomera	
Indulkana		Wudinna	
Marree			
Mimili			
Oodnadatta			
Pipalyatjara			
Roxby Downs			
Wataru			
Yalata			

	Officer without a spouse	Officer cohabiting with a dependent spouse
	\$ per annum	\$ per annum
Group 1	1,173	2,365
Group 2	951	1,895
Group 3	698	1,390
Group 4	637	1,237

In addition to the allowances provided above, officers who have dependent children and who are appointed to worksites according to the groups specified in this sub-clause will be paid an allowance or allowances as prescribed here:

	Group 1 \$ per annum	Group 2 \$ per annum	Group 3 \$ per annum	Group 4 \$ per annum
For the 1st dependent child	698	567	477	376
For the 2nd and each subsequent dependent child	477	376	291	253

APPLICATIONS FILED

<i>Case No</i>	<i>Description of Document</i>
00413/2001	AWARD VARIATION Award varied. Sch. S3 Locality Allowances. Oupdate 01/07/2000.
00645/2001	AWARD REVIEW S99 (Was Registry No. 18) New Award issued. Title changed FROM “DETAFE (Educational Staff) Interim Award” TO “TAFE (Educational Staff) Interim Award”. Oupdate 06/02/2001.
04498/2001	AWARD VARIATION Award varied. Sch. S3 Locality Allowances. Oupdate 01/07/2001.
02841/2002	AWARD VARIATION Award varied. Sch. S3 Locality Allowances. Oupdate ppc 01/07/2002.
07752/2002	AWARD VARIATION Award varied. Sch. 1 Salaries, Sch. 3 Locality Allowances re SWC 2001 & 2002. Oupdate ppc 26/11/2002.
04313/2003	AWARD VARIATION Award varied. Schedule S3 Locality Allowances. Oupdate ppc 01/07/2003.
00348/2004	AWARD VARIATION Award varied. Sch. S1 Salaries, Sch. S3.1 (re adverse environment) re SWC 2003. Oupdate ppc 26/11/2003.
04243/2004	AWARD VARIATION Award varied. Sch. S3 Locality Allowances re reimbursement of expenses. Oupdate ppc 01/07/2004.
04244/2004	AWARD VARIATION Award varied. Sch. 2 Classification Criteria re Lecturer & Lecturer’s Assistant. Oupdate ppc 07/07/2004.
02151/2005	AWARD VARIATION Award varied. Schedules S1 and S3 re SWC 2004. Oupdate ppc 26/11/2004.
04014/2005	AWARD VARIATION Award varied. Sch. S3 Locality Allowances. Oupdate ppc 01/07/2005.
04748/2005	AWARD VARIATION Award Varied. Sch. S1 Salaries, Sch. S3 Localities Allowance re SWC 2005. Oupdate ppc 26/11/2005.
00958/2006	AWARD VARIATION Award varied. Cl. 5.6 Officers on Secondment, Clause 6.1.1.6 Travelling Time, New Cl. 8.2 Change in Workplace, Sch. S1 Salaries, Sch. S2 Classification Criteria re Educational Managers. Oupdate 15/03/2006.
01766/2006	AWARD VARIATION Award varied. Cl. 1.6 Definitions, Cl. 7.1 Parental Leave, Cl. 7.3 Bereavement Leave, Delete Cl. 7.6 Leave for Child-Rearing Purposes, New Cl. 7.6 Personal Leave to Care for a Family Member, Delete Cl. 7.8 Maternity Leave; Cl. 7.10 Annual Leave, Cl. 7.11 Personal Leave – Injury and Sickness). Oupdate 24/03/2006.
05834/2006	AWARD VARIATION Award Varied. Sch. S1 Salaries, Sch. S3 Localities Allowance re General Appln to Review Wages 2006. Oupdate ppc 26/11/2006.

<i>Case No</i>	<i>Description of Document</i>
06668/2007	AWARD VARIATION Award varied. Sch. 3 Locality Allowances. Oupdate 01/07/2007 & 01/10/2007.
00213/2008	AWARD VARIATION Award varied. Sch. 1 Salaries, Sch. 3 Locality Allowances re SWC 2007. Oupdate ppc 26/11/2007.
02163/2008	AWARD VARIATION Award varied. Cl. 5.4 Travel & Accommodation Expenses – Medical & Dental Treatment re definition of prescribed lecturer after 10 years. Oupdate 07/05/2008.
03209/2008	AWARD VARIATION Award varied. Sch. 3 Locality Allowances. Oupdate 01/07/2008.
06077/2008	AWARD VARIATION Award varied. Sch. 1 Salaries, Sch. 3 Locality Allowances re SWC 2008. Oupdate ppc 01/10/2008.
05771/2009	AWARD VARIATION Award varied. Sch. 1 Salaries, Sch. 3 Locality Allowances re SWC 2009. Oupdate ppc 01/10/2009.
04702/2010	AWARD VARIATION Award varied. Sch. S1 Salaries, Sch. S3 Locality Allowances re SWC 2010. Oupdate ppc 01/10/2010.
01440/2011	AWARD VARIATION Award varied. Sch. S3 Locality Allowances. Oupdate 01/07/2010.
02964/2011	AWARD VARIATION Award varied. Sch. S3 Locality Allowances (S3.3 & S3.4). Oupdate 01/07/2011.
04083/2011	AWARD VARIATION Award varied. Sch. S1 Salaries, Sch. S3 Locality Allowances re SWC 2011. Oupdate ppc 01/10/2011.
00114/2012	AWARD VARIATION No variation to Award required re Casual Loading Case.
00151/2012	AWARD VARIATION Award varied. Sch. 2 Classification Criteria re deletion of EMA reporting to an EMB. Oupdate ppc 03/09/2010.
02152/2012	AWARD VARIATION Award varied. Sch. 3 Locality Allowances (cl. S3.3 & S3.4). Oupdate 01/07/2012.
02678/2012	AWARD VARIATION Award varied. Sch. S1 Salaries, Sch. S3 Locality Allowances (cl. S3.1 & S3.2) re SWC 2012. Oupdate ppc 01/07/2012.
02835/2013	AWARD VARIATION Award varied. Sch. 3 Locality Allowances (S3.3 & S3.4) re expense related allowances. Oupdate ppc 01/07/2013.
03101/2013	AWARD VARIATION Award varied. Sch. S1 Salaries, Sch. S3 Locality Allowances (cl. S3.1 & S3.2) re SWC 2013. Oupdate ppc 01/07/2013.
03233/2014	AWARD VARIATION Award varied. Sch. S3 Locality Allowances (S3.3 & S3.4) re expense related allowances. Oupdate 01/07/2014.

<i>Case No</i>	<i>Description of Document</i>
04373/2014	AWARD VARIATION Award varied. Sch. S1 Salaries, Sch. S3 Locality Allowances (cl. S3.1 & S3.2) re SWC 2014. Oupdate ppc 01/07/2014.
03277/2015	AWARD VARIATION Award varied. Sch. S3 Locality Allowances (S3.3 & S3.4) re expense related allowances. Oupdate 01/07/2015.
06636/2015	AWARD VARIATION Award varied. Sch. S1 Salaries, Sch. S3 Locality Allowances (cl. S3.1 & S3.2) re SWC 2015. Oupdate ppc 01/07/2015.
3189/2016	AWARD VARIATION Award varied. Sch. S1 Salaries, Sch. S3 Locality Allowances (cl. S3.1 & S3.2) re SWC 2016. Oupdate ppc 01/07/2016.
2581/2016	AWARD VARIATION Award varied. Sch. S3 Locality Allowances (S3.3 & S3.4) re expense related allowances. Oupdate 01/07/2016.
3278/2017	AWARD VARIATION Award varied. Sch. S1 Salaries, Sch. S3 Locality Allowances (cl. S3.1 & S3.2) re SWC 2017. Oupdate ppc 01/07/2017.
4090/2017	AWARD VARIATION Award varied. Sch. S3 Locality Allowances (S3.3 & S3.4) re expense related allowances. Oupdate 01/07/2017.
2659/2018	AWARD VARIATION Award varied. Sch. S3 Locality Allowances (S3.3 & S3.4) re expense related allowances. Oupdate 01/07/2018.
4212/2018	AWARD VARIATION Award varied. Sch. S1 Salaries, Sch. S3 Locality Allowances (cl. S3.1 & S3.2) re SWC 2018. Oupdate ppc 01/07/2018.
2033/2019	AWARD VARIATION Award varied. Sch. S3 Locality Allowances (S3.3 & S3.4) re expense related allowances. Oupdate 01/07/2019.
ET-19-01422	AWARD VARIATION Award varied. Sch. S1 Salaries, Sch. S3 Locality Allowances (cl. S3.1 & S3.2) re SWC 2019. Oupdate ppc 01/07/2019.
ET-20-02908	AWARD VARIATION Award varied. Sch. S3 Locality Allowances (S3.3 & S3.4) re expense related allowances. Oupdate 01/07/2020.
ET-21-00552	AWARD VARIATION Award varied. Sch. S1 Salaries, Sch. S3 Locality Allowances (cl. S3.1 & S3.2) re SWC 2020. Oupdate ppc 01/07/2020.
ET-21-05416	AWARD VARIATION Award varied. Sch. S3 Locality Allowances (S3.3 & S3.4) re expense related allowances. Oupdate 01/07/2021.
ET-22-00821	AWARD VARIATION Award varied. Sch. S1 Salaries, Sch. S3 Locality Allowances (cl. S3.1 & S3.2) re SWC 2021. Oupdate ppc 01/07/2021.

<i>Case No</i>	<i>Description of Document</i>
ET-19-00723	S 99 REVIEW OF AWARD Award varied. Cl. 1.3 Scope and Persons Bound, Cl. 1.6 Definitions, Cl. 2.1 Enterprise Flexibility Provision, Cl. 3.2 Dispute Resolution Procedures, Cl. 3.3 Formal Assessment and Appraisal, Cl. 3.4 Grievance Resolution, Cl. 4.1 Anti-Discrimination, Cl. 4.2 Contract of Employment, Cl. 5.2 Locality Allowances, Cl. 5.3 Reimbursement of Telephone Costs, Cl. 5.4 Travel and Accommodation Expenses – Medical and Dental Treatment, Cl. 5.6 Officers on Secondment, Delete Cl. 5.10 Superannuation, Cl. 6.1 Hours of Duty, Cl. 7.1 Parental Leave, Cl. 7.2 Authorised Non-Attendance Days, Cl. 7.4 Industrial Leave, Cl. 7.10 Annual Leave, Cl. 7.11 Personal Leave – Injury and Sickness, Cl. 7.13 Study Leave, Cl. 7.14 Trade Union Training Leave, Cl. 8.1 Transfers, Sch. S1 Salaries, S2 Classification Criteria, S3 Locality Allowances. Oupdate 22/07/2022.
ET-23-00803	AWARD VARIATION Award varied. Sch. S1 Salaries, Sch. S3 Locality Allowances (cl. S3.1 & S3.2) re SWC 2022. Oupdate ppc 01/07/2022
ET-22-03886	AWARD VARIATION Award varied. Sch. S3 Locality Allowances (S3.3 & S3.4. Oupdate 01/07/2022.
ET-23-05990	AWARD VARIATION Award varied. Sch. S1 Salaries, Sch. S3 Locality Allowances (cl. S3.1 & S3.2) re SWC 2023. Oupdate ppc 01/07/2023