

TAFE SA EDUCATIONAL STAFF ENTERPRISE AGREEMENT 2012

File No. 5642 of 2012

**This Agreement shall come into force on and
from 15 January 2013 until 31 January 2015
therefrom.**

THE COMMISSION HEREBY APPROVES THIS ENTERPRISE
AGREEMENT PURSUANT TO SECTION 79 OF THE FAIR
WORK ACT 1994.

DATED 15 JANUARY 2013.



COMMISSION MEMBER



***TAFE SA EDUCATIONAL STAFF
ENTERPRISE AGREEMENT 2012***

PART 1 - APPLICATION AND OPERATION OF ENTERPRISE AGREEMENT

1.1 TITLE

The name of this Enterprise Agreement is the TAFE SA Educational Staff Enterprise Agreement 2012.

1.2 ARRANGEMENT

This Enterprise Agreement is arranged as follows:

Clause no. *Title*

Part 1 - Application and operation of Enterprise Agreement

- 1.1 Title
- 1.2 Arrangement
- 1.3 Parties bound
- 1.4 Duration and operation of Enterprise Agreement
- 1.5 Definitions
- 1.6 Renegotiation
- 1.7 No extra claims
- 1.8 Continuous improvement

Part 2 - Modes of employment

- 2.1 Definition of employment categories
- 2.2 Information to be provided on engagement

Part 3 - Communication, consultation and dispute resolution

- 3.1 Procedures for preventing and settling disputes
- 3.2 Notification of change
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- 4.2 Classifications
- 4.3 Hourly Paid Instructors – Visiting Specialist
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- 4.5 Non-attendance days
- 4.6 Paid maternity and adoption leave
- 4.7 Return to work on a part time basis
- 4.8 Leave
- 4.8.1 Special leave
- 4.8.3 Domestic relationship violence leave
- 4.9 Unions
- 4.10 Salary packaging
- 4.11 Redeployment
- 4.12 Professional development and training
- 4.13 Educational Manager

Part 5 - Regulation of workload

- 5.1 Instruction and assessment
- 5.2 Span of hours for lecturers and time loadings
- 5.3 Annualised benchmark hours of instruction and assessment
- 5.4 Individual workload scheduling
- 5.5 Unscheduled hours of instruction and assessment
- 5.6 Lecturer workload grievance procedure

Part 6 – Signatories

Schedules

Sch. 1 Wages and salaries

Sch. 2A Role descriptors for Lecturer levels

Sch. 2B Scope and complexity, indicative tasks and key competencies for Lecturer Levels 1 to 6

Sch. 2C Teaching load, appointment or progression requirements and entry requirements for Lecturer Levels 1 to 8

Sch. 2D Process of assessment for progression between Lecturer Levels 1 to 6

Sch. 2E Conditions of Employment for Hourly Paid Instructors (HPIs)

Alphabetical order

<i>Clause no.</i>	<i>Subject Matter</i>
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4.1.3	Additional specific increase for Hourly Paid Instructors and Invigilators
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5.3	Annualised benchmark hours of instruction and assessment
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1.2	Arrangement
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1.5	Definitions
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4.2	Classifications
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Sch. 2E	Conditions of Employment for Hourly Paid Instructors (HPIs)
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3.3	Consultation in TAFE SA Institutes
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1.8	Continuous improvement
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2.1	Definition of employment categories
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4.8.3	Domestic Relationship Violence Leave
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1.4	Duration and operation of Enterprise Agreement
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4.13	Educational Manager
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3.2.7	Enforcement
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4.3	Hourly Paid Instructors – Visiting Specialist
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4.4	Hourly Paid Instructors – Minimum classification for instruction and assessment
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5.4	Individual workload scheduling
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2.2	Information to be provided on engagement
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5.1	Instruction and assessment
-----	----------------------------

4.8	Leave
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5.6	Lecturer workload grievance procedure
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1.7	No extra claims
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4.5	Non-attendance days
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3.2	Notification of change
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4.6	Paid maternity and adoption leave
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1.3	Parties bound
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3.1	Procedures for preventing and settling disputes
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Sch. 2D	Process of assessment for progression between Lecturer Levels 1 to 6
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4.12	Professional development and training
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4.11	Redeployment
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1.6	Renegotiation
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4.7	Return to work on a part time basis
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Sch. 2A	Role descriptors for lecturer levels
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4.10	Salary packaging
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Sch. 2B	Scope and complexity, indicative tasks and key competencies for Lecturer Levels 1 to 6
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6	Signatories
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5.2	Span of hours for lecturers and time loadings
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4.8.1	Special Leave
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Sch. 2C	Teaching load, appointment or progression requirements and entry requirements for Lecturer Levels 1 to 8
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1.1	Title
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4.9	Unions
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5.5	Unscheduled hours of instruction and assessment
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4.1	Wages and salaries
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Sch. 1	Wages and salaries
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1.3 PARTIES BOUND

This Enterprise Agreement shall apply to and is binding on the following employer (or its successors within SA Public Sector), registered association and employees:

- (a) Chief Executive, TAFE SA in respect of employees bound by this Enterprise Agreement;
- (b) The Australian Education Union, South Australian Branch (AEU);
- (c) Employees employed in TAFE SA who have a classification specified within the wages and salary schedule of this Enterprise Agreement.

1.4 DURATION AND OPERATION OF ENTERPRISE AGREEMENT

- 1.4.1 This Enterprise Agreement is made pursuant to the *Fair Work Act 1994*, Chapter 3, Part 2.
- 1.4.2 This Enterprise Agreement will have effect only if approved by the Industrial Relations Commission of South Australia (IRCSA).
- 1.4.3 This Enterprise Agreement commences on the date approved by the IRCSA and has a nominal expiry date of 31 January 2015. This Enterprise Agreement will continue in force until it is superseded by a new enterprise agreement or it is rescinded.
- 1.4.4 Except where otherwise expressly stated, the operative date of the provisions of this Enterprise Agreement will be the commencement date of this Enterprise Agreement.
- 1.4.5 This Enterprise Agreement replaces the *TAFE SA Education Staff Arbitrated Enterprise Bargaining Award 2010*.
- 1.4.6 This Enterprise Agreement is to be read in conjunction with the TAFE (Educational Staff) Interim Award. This Enterprise Agreement prevails to the extent of any inconsistency with the provisions of the TAFE (Educational Staff) Interim Award.

1.5 DEFINITIONS

The following words shall have the meaning specified unless the context otherwise provides:

- 1.5.1 **Act** means the *Fair Work Act 1994*.
- 1.5.2 **AEU** means the Australian Education Union, South Australian Branch.
- 1.5.3 **Commission** and **IRCSA** mean the Industrial Relations Commission of South Australia.
- 1.5.4 **Employee** means an employee bound by this Enterprise Agreement.
- 1.5.5 **Employer** means the Chief Executive, TAFE SA
- 1.5.6 **Hourly Paid Instructor** means a person employed as such pursuant to section 14 of the *TAFE SA Act 2012*.
- 1.5.7 **Site** means a TAFE SA Institute or other location at which employees are employed.
- 1.5.8 **Site manager** means the most senior person at a site.
- 1.5.9 **Safety net award** means the *TAFE (Educational Staff) Interim Award*.
- 1.5.10 **TAFE SA Act** means the *TAFE SA Act 2012* or any successor thereto.
- 1.5.11 **TAFE SA** refers to TAFE SA, the statutory corporation to which the *TAFE SA Act 2012* applies.
- 1.5.12 **TAFE SA Year** means 1 February to 31 January in the following year (both dates inclusive).

1.6 RENEGOTIATION

The negotiations for a new enterprise agreement may commence six months prior to the expiry date of this Enterprise Agreement.

1.7 NO EXTRA CLAIMS

- 1.7.1 During the life of this Enterprise Agreement and subject to clause 5.2, the parties bound by this Agreement will not pursue any further or additional claims in relation to remuneration or conditions of employment except where consistent with the National and State Wage Case Principles, or any successor thereto.
- 1.7.2 The no extra claims commitment will not prevent the parties from initiating claims where specifically provided under a term of this Enterprise Agreement.
- 1.7.3 The increases provided for in this Enterprise Agreement are inclusive of all previously awarded safety net adjustments and all future increases during the term of this Enterprise Agreement, arising out of the *General Review of Award Wages and Minimum Standard for Remuneration* (or its equivalent), including safety net adjustments, living wage adjustments or general increases, however so described.
- 1.7.4 The no extra claims commitment will not prevent the AEU from:
 - (a) Making a claim related to redundancy, but only in the event that that employer abandons its commitment to no forced redundancies during the life of this Enterprise Agreement.

1.8 CONTINUOUS IMPROVEMENT

- 1.8.1 This Enterprise Agreement recognises that continuous improvement initiatives have been and will continue to be, introduced to improve TAFE SA's efficiency and effectiveness, and will include:
 - (a) Continuous improvement of the outcomes of the employer programs through use of quality assurance processes in all worksites;
 - (b) Workplace reform initiatives, including appropriate reorganisation of work and through consultation, appropriate resourcing of new initiatives, having had consideration to the impact on work-life balance;
 - (c) Increasing the quality of the outcomes of the employer programs through a process of continuous improvement; and
 - (d) Strategies to deliver efficiencies to the employer that will have regard to training and development opportunities for employees.

PART 2 - MODES OF EMPLOYMENT

2.1 DEFINITION OF EMPLOYMENT CATEGORIES

- 2.1.1 For the purposes of this Enterprise Agreement, the employment arrangements for Hourly Paid Instructors (HPIs) are as specified in the Conditions of Employment Schedule 2E appended to this Enterprise Agreement.
- 2.1.2 For the purposes of this Enterprise Agreement, the employment arrangements for part time employees are as specified in the TAFE Act Conditions of Employment Manual.
- 2.1.3 The minimum engagement for an HPI is 2 hours.
- 2.1.4 The minimum engagement for a part time employee is 3 hours.

- 2.1.5 A casual employee, other than an HPI, will have a minimum engagement of 3 hours and will receive a loading of 22% from 1 January 2012, 23% from 1 July 2012, 24% from 1 July 2013 and 25% from 1 July 2014 for each hour worked.
- 2.1.6 A permanent employee is an employee engaged on an ongoing basis.
- 2.1.7 A temporary employee is an employee whose employment:
- (a) Is for a specified period of time ("a fixed term employee");
 - (b) Is defined by reference to a specific task or project, the completion of which will bring the employment to an end ("a fixed task employee"); or
 - (c) Involves filling a position temporarily vacated by a permanent employee who has a right of return to the position ("a replacement employee").
- 2.1.8 A fixed term employee may be engaged where the position to be filled is in a newly created course or program and/or where the continued existence of the position beyond its expiry date cannot be reasonably predicted.
- 2.1.9 The duration of the engagement of a fixed term employee will generally not exceed two years, either as a single contract or two or more consecutive contracts. However, there may be particular circumstances that warrant an engagement or consecutive engagements in excess of two years and where this is the case the particular reasons will be outlined in writing to the employee concerned.
- 2.1.10 An employee who is not an HPI or a temporary employee will be engaged as a permanent employee.

2.2 INFORMATION TO BE PROVIDED ON ENGAGEMENT

- 2.2.1 Upon engagement, TAFE SA will provide the following information to a temporary employee:
- (a) In the case of a fixed term employee, the commencement and completion date of the engagement.
 - (b) In the case of a fixed task employee, the task or project that is to be undertaken and advice that the completion of the task or project represents the completion of the contract.
 - (c) In the case of a replacement employee, advice that the engagement is for the purposes of replacing a permanent employee who has a right of return to the position.
- 2.2.2 The additional information specified in clause 10.1 above will also be provided to existing employees (whether temporary or permanent officers or HPIs) who enter into a temporary contract.

PART 3 - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

3.1 PROCEDURES FOR PREVENTING AND SETTLING DISPUTES

- 3.1.1 The parties to this Enterprise Agreement will make every endeavour to facilitate the effective functioning of this procedure.
- 3.1.2 This procedure aims to avoid industrial disputes, or where a dispute occurs, to provide a means of settlement based on consultation, cooperation and discussion, and the avoidance of interruption to work performance.
- 3.1.3 Without prejudice to either party, and except where a bona fide health and safety issue is involved, work should continue, without disruption by means of industrial action, on a status quo basis while matters in dispute are being dealt with in accordance with these

procedures. "On a status quo basis" shall mean the work situation in place at the time the matter was first raised in accordance with this procedure.

- 3.1.4 Any grievances, industrial disputes, or matters (including matters the subject of this Enterprise Agreement) likely to create an industrial dispute arising under this Enterprise Agreement should be dealt with in the following manner:
- (a) The employee representative(s) who are parties to this Enterprise Agreement will advise the employees at each worksite of the name(s) of the representative(s) responsible for consultation on matters arising on the job.
 - (b) Any employee with a dispute is able to:
 - (i) Seek a personal resolution by raising the matter with the person responsible for the dispute;
 - (ii) Raise it directly with the relevant Educational Manager; or
 - (iii) Raise it with the employee representative who shall raise the matter with the most immediate Educational Manager.
- 3.1.5 If requested by the Educational Manager, the subject of the dispute shall be put in writing, so far as is reasonably practicable.
- 3.1.6 The matter shall be addressed as soon as possible either by way of an agreed resolution or by negotiating an agreed method and timeframe for proceeding.
- 3.1.7 If the matter is not resolved at this level the employee or employee representative should ask for it to be referred to the TAFE SA Institute Managing Director (or delegate) who shall arrange a conference to discuss the matter.
- 3.1.8 For matters that have not been resolved at the worksite level, or for matters beyond the worksite level, the following procedures shall be used:
- (a) The parties or their representatives should notify each other in writing of the name of their nominated representatives, if any, who would be responsible for seeking resolution to matters which cannot be resolved at the worksite.
 - (b) The employee representative(s) or the representative(s) of the other parties thus accredited will be the only person(s) entitled to make representations on behalf of the employee(s).
 - (c) The employer's representative(s) thus accredited will be responsible for dealing with matters raised by the employee representatives or other parties.
- 3.1.9 When a matter is referred to the TAFE SA Institute Managing Director (or delegate), a conference of the relevant parties shall be called to discuss the matter. When a matter is referred to an employee representative, that person shall refer it to the TAFE SA Institute Managing Director (or delegate) who shall call a conference as described.
- 3.1.10 The conference shall be commenced within 48 hours of the dispute or likely dispute having been referred to the TAFE SA Institute Managing Director (or delegate) or within such longer or shorter period as may be agreed by the parties.
- 3.1.11 At any stage in the procedure after consultation between the parties has taken place, in accordance with the procedure, either party may request, and be entitled to receive a response to its representations within a reasonable time, as may be agreed upon between the parties.
- 3.1.12 When a dispute is not resolved in accordance with this procedure, the matter may be referred to the IRCSA by any party to both the dispute and to this Enterprise Agreement, for conciliation and if not resolved, for arbitration.
- 3.1.13 If there is undue delay on the part of any party in responding to the matter creating a dispute or likely dispute, the party complaining of the delay may take the matter to another level of the procedure if the party believes it is desirable to do so.

- 3.1.14 In the event of a party failing to observe this procedure, the other party may take such steps as determined necessary to resolve the matter.
- 3.1.15 This procedure will not restrict the employer or its representative(s) or a duly authorised official of a union or representative of an employee making representations to each other.

3.2 NOTIFICATION OF CHANGE

- 3.2.1 Where the Chief Executive, TAFE SA has made a decision to introduce major changes in production, program, organisation, structure or technology that are likely to have **significant effects** on employees, the employer shall notify the employees who may be affected by the proposed changes and their union.
- 3.2.2 **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs. Provided that where the safety net award makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have a **significant effect**.
- 3.2.3 The employer shall discuss with the employees affected and their union or unions, among other things, the introduction of changes referred to in clause 12.1, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their union(s) in relation to the changes.
- 3.2.4 The discussions shall commence as early as practicable after a decision has been made by the employer to make the changes referred to in clause 12.1.
- 3.2.5 For the purposes of such discussion the employer shall provide to the employees concerned and their union(s), all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matter likely to affect employees; provided that the employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the employer's interests.
- 3.2.6 For the purpose of this clause discussion involves the sharing of information and the exchange of views between the employer and employee and genuine opportunity for employees to contribute effectively to the decision making process and a bona fide opportunity to influence the decision making. Consultative arrangements put in place will ensure that the employees and union will have the choice and opportunity to be involved in the discussion process.

ENFORCEMENT

- 3.2.7 If the AEU reasonably believes that in respect of its members there is a purported breach or non-compliance with this Enterprise Agreement in relation to: an express basis on which this agreement is made, or a parliamentary process that reduces or removes an employment benefit; an existing condition; or a condition prescribed in this agreement, the AEU may seek redress to the IRCSA in relation thereto.

3.3 CONSULTATION IN TAFE SA INSTITUTES

- 3.3.1 In this clause, "consultation" and "consult" means the sharing of relevant information before a decision is made.
- 3.3.2 "Instruction and Assessment" has the same meaning as the expression in clause 27.1 of this Enterprise Agreement.
- 3.3.3 TAFE SA will consult in good faith, not simply advise what has been done.

Local Consultation

- 3.3.4 A Managing Director of a TAFE SA Institute (or their delegate) must consult with Lecturers, Lecturer's Assistants and Educational Managers and their representatives on matters affecting them and their working conditions.
- 3.3.5 Within a reasonable time after this Enterprise Agreement comes into force, workplace/work unit consultative groups must be established within each TAFE SA Institute for the purpose of facilitating consultation at a local level.

Institute Level Consultation in TAFE SA

- 3.3.6 On the date this Enterprise Agreement comes into force, a standing committee for each TAFE SA Institute will operate and be called the Institute Consultative Committee ("the ICC").
- 3.3.7 Each ICC shall be comprised of an equal number of nominees of an Institute's management and AEU representatives. Members of the ICC may appoint a proxy to attend meetings on their behalf.
- 3.3.8 The ICC will meet on a three monthly basis, or more frequently if requested by either group of representatives. The ICC will:
- (a) Act as a forum for consultation;
 - (b) Share information and exchange views;
 - (c) Consider solutions for matters of common interest; and
 - (d) Identify issues on which employees wish to be consulted.
- 3.3.9 The ICC will include a standing item on the meeting agenda of "TAFE SA – Workforce Development" in order to consider information on the current allocation of funds for the up-skilling of staff, identify workforce development opportunities aligned to both the Institute's strategic directions and organisational needs or other matters related to workplace development.
- 3.3.10 As far as possible, ICC meetings will be held outside the Instruction and Assessment time of AEU representatives, but where that is not possible for an AEU representative, the employer will fund the provision of relief from the Instruction and Assessment to enable the AEU representative to attend.
- 3.3.11 For the purposes of clause 7.14 of the safety net award, an AEU nominated representative on an ICC is entitled to two days paid time to undertake training relevant to their ICC duties.

PART 4 - WAGES AND OTHER CONDITIONS OF EMPLOYMENT**4.1 WAGES AND SALARIES**

- 4.1.1 The wages and salaries payable to employees covered by this Enterprise Agreement are as specified in Schedule 1.
- 4.1.2 Where a person is engaged to work a number of hours, the hourly rate will be calculated based on the following formula: annual salary to be multiplied by 6 and divided by 313, that answer to be divided by 35.
- 4.1.3 Additional specific increases for Hourly Paid Instructors (HPIs) and Invigilators are included in the rates provided in Schedule 1 in recognition of TAFE SA specific requirements, flexibility and revised conditions of employment (as detailed in Schedule 2E), preparation and assessment and in lieu of leave and casual loading. The rates are provided on the basis that the *Casual Loading Case [2012] SAIRComm 1* will not apply to the HPI/Invigilator formula, that the AEU discontinues its application related in that matter.

4.2 CLASSIFICATIONS

- 4.2.1 The role descriptor of a Lecturer in Levels 1-5, 6, 7 and 8 are set out in Schedule 2A.
- 4.2.2 The scope and complexity, indicative duties and key competencies for Lecturer Levels 1 to 6 are set out in Schedule 2B.
- 4.2.3 The annual teaching load, appointment or progression requirements and entry requirements for Lecturer Levels 1 to 8 are set out in Schedule 2C.
- 4.2.4 The process for the assessment of a Lecturer for the purposes of progression between Levels 1 to 6 is set out in Schedule 2D.

4.3 HOURLY PAID INSTRUCTORS – VISITING SPECIALIST

- 4.3.1 Despite anything to the contrary in Schedule 2E, an HPI may be engaged and paid the Class I HPI rate of pay if a TAFE SA Institute Managing Director (or delegate):
 - (a) is satisfied that the instructor is a person of outstanding experience and/or ability and is only to be engaged to conduct short term classes or single lectures; and
 - (b) has given prior approval for the engagement at the Class I HPI rate of pay.

4.4 HOURLY PAID INSTRUCTORS – MINIMUM CLASSIFICATION FOR INSTRUCTION AND ASSESSMENT

- 4.4.1 An HPI who undertakes instruction and assessment will be paid as a minimum, the Class III rate of pay for all hours so worked.
- 4.4.2 Due to 4.4.1 as of 1 February 2013, the HPI Class 4 level will be abolished. Consequently the HPI Class 5 rate becomes the new Class 4.

4.5 NON-ATTENDANCE DAYS

Entitlement to non-attendance days

- 4.5.1 The annual entitlement to non-attendance days for lecturers is as follows:

<i>Lecturer Level</i>	<i>Entitlement to non-attendance days</i>
1	19
2	23
3	29
4	29
5	29
6	29
7 (Senior Lecturer ASL 2)	29
8 (Principal Lecturer)	29

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

Conversion of non-attendance days

- 4.5.3 A lecturer may apply to the Managing Director (or delegate) to convert up to 14 non-attendance days a year to duty time in return for a payment worked out in accordance with subclause 18.6
- 4.5.4 This initiative requires voluntary participation by employees and the opportunity to participate will be at the discretion of TAFE SA Institute Managing Directors.

- 4.5.5 To be eligible for a payment, a lecturer must convert a minimum of 5 non-attendance days, but above the minimum may convert single days up to the maximum of 14 days.
- 4.5.6 If the Managing Director (or delegate) grants a lecturer's application, the lecturer must, notwithstanding anything to the contrary in the safety net award, be paid for the converted days at a daily rate derived by the following formula:

$$A \times \frac{12}{313} \times 1.25 \times \frac{1}{10} = R$$

Where:

"A" is the annual salary at the applicable Lecturer step;

"R" is the daily rate payable for each converted day."

TAFE SA lecturers who do not deliver educational programs

- 4.5.7 A lecturer appointed on or after 1 December 1996 who is not required to perform Instruction and Assessment is entitled to up to 10 non-attendance days in any TAFE SA Year.

4.6 PAID MATERNITY AND ADOPTION LEAVE

- 4.6.1 An employee who applied for and was granted maternity leave or adoption leave commencing on or after the date of operation of the Enterprise Agreement will, in respect of the whole or part of leave occurring on or after the date of such operation, be entitled to the benefits provided by this clause as if this clause was in force at the time of having commenced to take such leave.
- 4.6.2 Subject to this clause, an employee, other than a casual employee, who has completed 12 months continuous service immediately prior to the birth of the child, or immediately prior to taking custody of an adopted child (as applicable) is entitled to 16 weeks paid maternity or adoption leave (as applicable) (the applicable maximum period) "Adopted child" means a child under 16 years of age.
- 4.6.3 Subject to this clause, an employee, other than a casual employee, who, at the time of commencing such paid maternity or adoption leave, has been employed in the SA public sector for not less than five (5) years (including any periods of unpaid leave):
- Will be entitled to (18) weeks (the "applicable maximum period"); and
 - If commencing an absence on maternity leave or adoption leave on or after 30 June 2014, will instead be entitled to twenty (20) weeks ("the applicable maximum period").
- 4.6.4 The following conditions apply to an employee applying for paid maternity leave or paid adoption leave:
- The total of paid and unpaid leave is not to exceed 52 weeks in relation to the employee's child. For the purpose of this clause, child includes children of a multiple birth/adoption.
 - An employee will be entitled to the applicable maximum period paid maternity or adoption leave at full pay or twice the applicable maximum period at half pay, or any combination of full or half pay.
- 4.6.5 An employee will be entitled to take the paid maternity/adoption leave in two split periods within a 52 week period.
- 4.6.6 This leave will be paid at the employee's ordinary rate of pay (excluding allowances, penalties or other additional payments) from the date maternity/adoption leave commences.

- 4.6.7 The paid maternity/adoption leave is not to be extended by public holidays, rostered days off, programmed days off or any other leave falling within the period of paid leave.
- 4.6.8 Paid adoption leave may be shared by the employee and their spouse/partner where they are both employees of TAFE SA to the aggregate applicable maximum period at full pay or half pay, or any combination of full or half pay.
- 4.6.9 Employees who have worked any period of less than full time in the preceding 12 months will have the same entitlements as full time employees on a pro rata basis according to the average number of hours worked during the immediately preceding 12 months (disregarding any periods of leave).
- 4.6.10 During periods of paid or unpaid maternity leave, sick leave with pay will not be granted for a normal period of absence for confinement. However, any illness arising from the incidence of the pregnancy may be covered by sick leave to the extent available, subject to the usual provisions relating to production of a medical certificate and the medical certificate indicates that that illness has arisen from the pregnancy.
- 4.6.11 Subject to clause 19.12 below, while a Lecturer, Lecturer's Assistant or Educational Manager is on paid or unpaid maternity leave or adoption leave in accordance with this clause, he or she may split the maternity or adoption leave between any period or periods of recreation leave and/or non-attendance days to which the employee is entitled during a TAFE SA Year.
- 4.6.12 The employer will not be required to pay the employee for the period between the conclusion of the teaching year and the conclusion of the TAFE SA year that follows the taking of such leave unless the employee has an entitlement to payment under some other provision of this Enterprise Agreement, or under any other statutory, industrial or administrative instrument.
- 4.6.13 For the purpose of this clause, 12 months continuous service will be taken to include service for 12 months not interrupted by breaks in service of more than three months (excluding vacation periods). In the case of service prior to the commencement of this Enterprise Agreement it shall also include:
- (a) Employment on a regular and systemic basis for several periods of employment for 12 months; or
 - (b) Employment on a regular and systemic basis for an ongoing period of employment for 12 months.
- 4.6.14 The entitlements in this clause will be in addition to the federal *Paid Parental Leave Act 2010 (Cth)* (as amended from time to time).

4.7 RETURN TO WORK ON A PART TIME BASIS

- 4.7.1 Subject to this clause, an employee is entitled to return to work after maternity or adoption leave on a part time basis until the child's second birthday at their substantive classification and level. The days and hours for the part time arrangement will be as agreed between the employee and the Chief Executive, TAFE SA (or delegate).
- 4.7.2 In the event that an employee is in a temporary contract position prior to maternity or adoption leave, the employee is entitled to work on a part time basis at the level of the temporary contract immediately preceding the maternity or adoption leave until the end of the employee's tenure/contract appointment or until the child's second birthday, whichever occurs first.
- 4.7.3 The following conditions apply to an employee applying to return on a part time basis:
- (a) The employee will provide the Chief Executive with such a request giving as much notice as possible but not less than 6 weeks (excluding vacation periods) prior to the

date on which the employee's maternity or adoption leave is due to expire, and will provide to the Chief Executive such information as may reasonably be required, including the proportion of time sought, and the date of the relevant child's second birthday.

- (b) As much notice as possible but not less than 6 weeks (excluding vacation periods) prior to the relevant child's second birthday, the employee will advise the Chief Executive whether the employee will revert to employment on a full time basis or seeks to continue to be employed on a part time basis so that adequate time is provided to make appropriate arrangements for the employee and any consequential vacancy at the site, where necessary.
- (c) An employee's return to work part time will be on a non-discriminatory basis so as to operate in the same manner as any other employee returning from a period of leave.

4.7.4 This clause does not limit an employee's right to request parental leave on a part time basis until the child reaches school age, in accordance with clause 7.1.15 of the safety net award.

4.8 LEAVE

SPECIAL LEAVE

4.8.1 Special leave is to be provided to employees in TAFE SA in accordance with the *"Department of Further Education, Employment, Science and Technology Policy: Workforce Relations - Conditions of Service - Special Leave With and Without pay"*, or its successor.

4.8.2 TAFE SA will genuinely consult with the AEU in relation to any proposed amendment of the policy.

DOMESTIC RELATIONSHIP VIOLENCE LEAVE

4.8.3 The parties acknowledge that an employee who is experiencing domestic or relationship violence (actual or threatened) can make reasonable use of, and TAFE SA will provide reasonable access to, existing leave and flexible and safe working arrangements.

4.9 UNIONS

4.9.1 Union workplace representatives will be provided with reasonable access to means of communication and facilities for the purpose of undertaking union activities, provided that service delivery is not disrupted, computer network and campus security requirements are met and work requirements are not unduly affected.

4.9.2 Such facilities may include telephone, computers, access to union WebPages, email, photocopiers, facsimile machines, storage facilities, meeting rooms, notice boards and staff notices, subject to availability.

4.10 SALARY PACKAGING

4.10.1 This clause applies for the period an employee enters into a Salary Sacrifice Agreement (SSA). A SSA is the formal administrative instrument between the employer and the employee that enables salary packaging arrangements to be put in place.

4.10.2 Subject to this clause, the salary payable to an employee, or applicable to a position where the occupant elects to enter into a SSA, pursuant to this Enterprise Agreement will be the salary payable under the SSA, notwithstanding any other provision in this Enterprise Agreement.

4.10.3 Any entitlement to payment of overtime, leave loading or shift allowance will be based on the salary that would have been payable had the employee not entered into a SSA.

- 4.10.4 Where, on cessation of employment, the employer makes a payment in lieu of notice, or a payment in respect of accrued recreation or long service leave entitlements, the payment thereof shall be based on the salary that would have been payable had the employee not entered into a SSA.

4.11 REDEPLOYMENT

- 4.11.1 The provisions concerning the redeployment of employees in TAFE SA will be in accordance with the *"Department of Further Education, Employment, Science and Technology Policy: Human Resources - Redeployment"*, or its successor.
- 4.11.2 TAFE SA will genuinely consult with the AEU in relation to any proposed amendment of the policy.

4.12 PROFESSIONAL DEVELOPMENT AND TRAINING

- 4.12.1 The employer will in every TAFE SA Year reserve an amount equal to at least 1% of the wages and salaries it is required by this Enterprise Agreement to pay under Schedule 1 for the provision of professional development and training to Lecturers, Lecturer's Assistants and Educational Managers.
- 4.12.2 A Lecturer, Lecturer's Assistant or Educational Manager may apply for funds from the monies reserved under clause 25.1 (whether as an individual or on behalf of workgroup) for the purpose of undertaking professional development and training for the benefit of the employee or the employees of a workgroup. Activities which may be funded will be those arising out of the needs of individual employees and the workgroup defined professional development needs. Personal allocations will not be made. An otherwise reasonable application may nonetheless be declined if the absence of one or more employees on professional development and training would unduly disrupt service delivery.
- 4.12.3 The Managing Director of a TAFE SA Institute (or delegate) may approve an application from a Lecturer, Lecturer's Assistant or Educational Manager to pay the Higher Education Loan Programme (HELP) and/or other fees and charges of that employee in the event that the employee undertakes graduate or post graduate studies where there is an essential link to:
- Workgroup/Institute career pathways through an approved personal workforce development plan to meet organisational/industry direction/variation.
 - Ensuring compliance with Registered Training Organisation registration requirements.
 - Career management changes for declared excess staff listed with the Placement Services work group.
- 4.12.4 A lecturer who is required to undertake the Certificate IV in Training and Assessment (or equivalent minimum qualification requirement) is entitled to have the costs of undertaking the Certificate IV in Training and Assessment (or equivalent minimum qualification requirement) met by the employer.
- 4.12.5 The employer may refuse to meet the costs under clause 25.4 if:
- (a) the Certificate IV or equivalent is not commenced within three months of appointment;
 - (b) the Certificate IV or equivalent is not undertaken within TAFE SA; or
 - (c) the Lecturer is repeating a unit or subject in the Certificate IV or equivalent in which he or she is enrolled.

Hourly Paid Instructors: minimum required units

- 4.12.6 An HPI engaged under the TAFE SA Act is entitled to undertake in paid time the minimum units from the Certificate IV in Training and Assessment being:
- (a) Plan Assessment Activities and Processes;

- (b) Assess Competence;
- (c) Participate in Assessment Validation;
- (d) Provide Work Skill Instruction.

4.12.7 When undertaking the units referred to in clause 25.6, payment shall be at Instructor Class IV rate.

Hourly Paid Instructors: professional development and training

4.12.8 An HPI undertaking approved professional development shall be paid at the Instructor Class IV rate for the professional development or training he or she undertakes.

Other professional development and training provisions

4.12.9 An employee undertaking an approved professional development or training activity is entitled to:

- (a) the benefit of clause 6.1.1.6 of the safety net award where officers are required to travel on official duties outside their programmed hours of duty; and
- (b) the provision, if relevant, of reasonable accommodation and meals, in accordance with the Commissioner for Public Employment's Standard (Commissioner's Standard 3.2, or its successor).

4.12.10 An employee who is to undertake approved professional development or training is entitled to a reasonable period of release from their duties without loss of pay in order to undertake the professional development or training. The period may be negotiated between the employee and his or her line manager.

4.12.11 In the event of a dispute about a decision, discretion or entitlement referred to in this clause, the dispute resolution procedures in clause 11 will apply.

4.12.12 For the purposes of clause 25.12, the employee who applied on behalf of a workgroup or any employee member of that workgroup may utilise the dispute resolution procedures in clause 11 in the event of a dispute concerning that workgroup.

4.13 EDUCATIONAL MANAGER

4.13.1 Educational Managers may be appointed on a part-time basis.

PART 5 - REGULATION OF WORKLOAD

5.1 INSTRUCTION AND ASSESSMENT

5.1.1 "Instruction and Assessment" means the delivery of instruction and training to students and the evaluation of students' skills and/or competency using one or more methodologies. Methodologies may include:

- Online activities;
- Project work (which may be TAFE SA, worksite or independent learning);
- Assessment/test;
- Industry Assessment;
- Class delivery;
- On job training;
- Distance Delivery;
- Video Conferencing;
- Recognition of Current Competency ("RCC"); and/or
- Recognition of Prior Learning ("RPL").

5.2 SPAN OF HOURS FOR LECTURERS AND TIME LOADINGS

- 5.2.1 The normal span of hours for lecturers will be 7am- 6pm Monday to Friday.
- 5.2.2 Instruction and Assessment undertaken between 6pm - 10pm will attract a loading of 50% save and except where clause 28.6 applies.
- 5.2.3 Instruction and Assessment undertaken from 10pm - 7am will attract a loading of 100%.
- 5.2.4 Instruction and Assessment undertaken on Saturdays and Sundays will attract a loading of 100%.
- 5.2.5 The "loadings" referred to in this clause are time loadings and will not be converted to a monetary payment. The time loading will be taken as time off in lieu from non-contact hours in the semester in which the loading accrued.
- 5.2.6 Where a lecturer initiates a request to work scheduled Instruction and Assessment hours outside the normal span of hours (e.g. evening classes) due to family or personal reasons, and where such a request is acceded to by TAFE SA, the loadings in subclause 28.2 will not apply.

5.3 ANNUALISED BENCHMARK HOURS OF INSTRUCTION AND ASSESSMENT

- 5.3.1 Annualised benchmark hours of Instruction and Assessment ("benchmark hours") will be established across all educational programs by use of a consultative process involving staff and managers from the relevant work group.
- 5.3.2 The benchmark hours are based upon the provision of educational programs to clients normally undertaken in 18 - 24 hours per week or 720-960 hours per TAFE SA Year.
- 5.3.3 The benchmark hours will be established with reference to preparation and other normal duties as well as Institute requirements.
- 5.3.4 Benchmark hours can be achieved flexibly allowing up to 60% (minimum 40%) of the benchmark hours to be delivered in either semester. Similarly, a 25% variation in scheduled hours of Instruction and Assessment in any week (18-24) would be the usual maximum increase.

5.4 INDIVIDUAL WORKLOAD SCHEDULING

- 5.4.1 The allocation of Instruction and Assessment hours to an individual Lecturer ("the scheduled hours") will be done in consultation between the Educational Manager and the Lecturer concerned.
- 5.4.2 In order to avoid the allocation of excessive workload, the amount of work to be undertaken by the Lecturer in addition to the scheduled hours, including curriculum development work, the development of course materials, course coordination duties and participation in Quality Assurance Groups will be assessed and reflected in the allocation of scheduled hours.
- 5.4.3 Where the scheduled hours include Instruction and Assessment that is unable to be accurately predicted in advance ("work of uncertain duration") an estimate of the time taken for such work will be advised to the Lecturer. Work of uncertain duration may include workplace assessments and communications with students in e-learning courses.
- 5.4.4 In the event that work of uncertain duration proves to be consistently under or consistently over the initial estimate as set out in 30.3 above, the Lecturer or Educational Manager may initiate a review of the estimate for the purposes of ensuring that the

scheduled hours of Instruction and Assessment reflect that which was determined in accordance with 30.2.

- 5.4.5 Evening classes should be scheduled so that, as far as possible, no Lecturer is required to perform more than one evening class per week, however a maximum of two evening classes per week may be allocated. Instruction and Assessment will not be scheduled on the morning following an evening class, unless by agreement between the Lecturer and the Educational Manager.

5.5 UNSCHEDULED HOURS OF INSTRUCTION AND ASSESSMENT

- 5.5.1 A lecturer can refuse to perform unscheduled hours of Instruction and Assessment.
- 5.5.2 Where a lecturer agrees to perform unscheduled hours of Instruction and Assessment, a time loading of 100% will apply. The time loading will be taken from the lecturer's scheduled hours of Instruction and Assessment in the next fortnight of scheduled hours of Instruction and Assessment following the unscheduled hours being worked.

5.6 LECTURER WORKLOAD GRIEVANCE PROCEDURE

- 5.6.1 The purpose of this procedure is to provide an avenue for the resolution of individual workload grievances arising from the operation of clauses 27 to 31, taking into account the circumstances of the Lecturer and the needs of the site. The parties to the Enterprise Agreement will make every endeavour to facilitate the effective functioning of this procedure. This includes meeting at agreed times, within a reasonable time frame and providing relevant information.
- 5.6.2 In the first instance, the Lecturer will raise the grievance with the relevant Educational Manager. The Lecturer may be accompanied by a union workplace or other representative in discussions with the Educational Manager.
- 5.6.3 If the matter is not resolved it will be referred by the Lecturer to the Managing Director or his/her delegate. A meeting will be convened within 7 days of the date on which the matter was referred. The meeting is to be attended by the Lecturer, his/her representative, the Director or delegate and the Educational Manager. At the meeting or beforehand, the Lecturer will provide the relevant facts giving rise to the complaint and the remedy sought.
- 5.6.4 In considering the grievance under 32.3, the parties will have regard to the following factors:
- (a) Any risk to the Lecturer's health and safety arising from the lecturer's workload;
 - (b) The Lecturer's personal circumstances, including family and community responsibilities;
 - (c) The needs of the workgroup to which the Lecturer belongs;
 - (d) The nature of the role and level of responsibility of the Lecturer; and
 - (e) Any other relevant matter.
- 5.6.5 The purpose of the meeting is to resolve the grievance. This may involve identifying the appropriate steps to be taken and the timeframe in which such steps will be taken in order to resolve the grievance.
- 5.6.6 If the procedure set out above fails to resolve the grievance, either party may refer the matter to the IRCSA for conciliation or mediation, and if necessary, arbitration.

PART 6 - SIGNATORIES

Signatories to the South Australian Education Staff Enterprise Agreement 2012.

Robin Murt

A/Chief Executive of TAFE SA

...../...../2012

Witness

...../...../2012

Correna Haythorpe

President

The Australian Education Union- South Australian
Branch

...../...../2012

Witness

...../...../2012

SCHEDULE 1 - WAGES AND SALARIES

Classification	Step Level	1st pp on or after 1.10.2011	1st pp on or after 1.10.2012	1st pp on or after 1.10.2013	1st pp on or after 1.10.2014
Lecturer's Assistant					
	1	50,981	52,510	54,085	55,708
	2	53,930	55,548	57,214	58,930
	3	56,885	58,592	60,350	62,161
	4	59,854	61,650	63,500	65,405
	5	62,949	64,837	66,782	68,785
Lecturer					
	1	57,060	58,772	60,535	62,351
	2	62,949	64,837	66,782	68,785
	3	67,365	69,386	71,468	73,612
	4	71,782	73,935	76,153	78,438
	5	78,707	81,068	83,500	86,005
	6	81,800	84,254	86,782	89,385
	(grand parented)	(84,881)	(87,427)	(90,050)	(92,752)
	7	89,549	92,235	95,002	97,852
	8	94,625	97,464	100,388	103,400
Educational Manager A					
	1	89,023	91,694	94,445	97,278
	2	100,346	103,356	106,457	109,651
Educational Manager B					
		110,700	114,021	117,442	120,965
Educational Manager C					
		118,535	122,091	125,754	129,527

Classification	1 st pp on or after 1.10.2011	1 st pp on or after 1.10.2012	1 st pp on or after 1.02.2013	1 st pp on or after 1.10.2013	1 st pp on or after 1.10.2014
* Revised HPI Structure					
Hourly Paid Instructors					
HPI Class 5	45.70	48.30			
HPI Class 4	58.70	61.70	48.30	51.00	53.80
HPI Class 3	71.35	74.75	74.75	78.25	81.85
HPI Class 2	93.45	97.50	97.50	101.65	105.95
HPI Class 1 – Min	96.95	101.10	101.10	105.35	109.75
– Max	138.10	143.50	143.50	149.05	154.75
Invigilator					
1 hour exam	22.40	23.90	23.90	25.45	27.05
2 hour exam	40.95	43.00	43.00	45.10	47.30
3 hour exam	59.35	61.95	61.95	64.95	67.40

Note: Hourly Paid Instructor/Invigilator rates are in recognition of flexible working conditions, the casual nature of engagement in TAFE SA, time for preparation and assessment, and inclusive of casual loading provisions having regard to and in lieu of the IRCSA Casual Loading Case [2012] SAIRComm1.

* Revised HPI structure from the beginning of the 2013 TAFE SA Year the HPI Class 4 hourly rate is replaced by the HPI Class 5 rate (refer to clause 4.4.2).

SCHEDULE 2A - ROLE DESCRIPTORS FOR LECTURER LEVELS

Lecturer Level 1 to 5

The role of a TAFE SA Lecturer requires the performance of a range of educational duties, professional duties and activities relating to delivery, including but not limited to:

<i>Educational Duties</i>	<i>Professional Duties</i>	<i>Activities Related to Delivery</i>
<p>Educational duties involve:</p> <ul style="list-style-type: none"> • Delivery of quality student centred, collaborative education and training • Workplace training and assessment • Programmed tutorials • Recognition of Prior Learning (RPL) assessment <p>Delivery may also involve using a variety of learning environments, including but not limited to:</p> <ul style="list-style-type: none"> • Classrooms • Workshops • Industry • In the field • Community education • Offshore <p>Delivery strategies and methodologies include:</p> <ul style="list-style-type: none"> • Flexible delivery and distance education • A variety of appropriate delivery methods and assessment 	<ul style="list-style-type: none"> • Program advice to students and potential students • Specialist assistance to facilitate students' learning • Record keeping relating to students and resources • Development and maintenance of educational/training programs and learning resources (including training packages) • Implementation of new technologies and techniques • Identification of industry/community requirements in relation to delivery of programs • Participation in the conduct of training needs analysis and skills audits • Membership of committees and networking within the TAFE structure and industry • Undertake workforce development 	<p>Those activities that assist in the delivery of quality education and training within the TAFE SA Lecturer's own teaching program include:</p> <ul style="list-style-type: none"> • Planning • Preparation • Marking • Making professional decisions associated with the delivery and assessment of units within the Lecturer's own program • Maintenance of aids, teaching equipment • Evaluation • Quality assurance processes • Induction, coaching and mentoring of Hourly Paid Instructors

Lecturer Level 6

In addition to the role descriptor for a Lecturer Level 1 to 5, a Lecturer Level 6 will, on the basis of their demonstrated ability to utilise a higher order and a broader range of skills, provide leadership and guidance to other staff with whom they are involved.

Lecturer Level 7

The Lecturer Level 7 will, on the basis of their demonstrated ability to utilise a higher order and a broader range of skills, provide leadership and guidance to other staff with whom they are involved.

The Lecturers Level 7 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.

A Lecturer Level 7 may be required to undertake any combination of the following roles:

- Undertake a designated teaching role and model 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 new curricula/training packages
- Take responsibility for specific program initiatives
- Develop lecturing staff and support their on-going professional and career development
- Undertake discussions with staff and refer any professional development requirements to the Educational Manager
- Contribute to day-to-day workgroup operations
- Mentor lecturing staff for career development
- Undertake liaison with industry to monitor relevant trends in order to identify emerging opportunities
- Provide educational & vocational leadership

Positions at Lecturer Level 7 will be established by the Managing Director 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.

The positions will be filled by means of a merit-based selection process agreed between TAFE SA and the AEU.

Qualifications:

Holds Bachelor of Education (Adult, Vocational and Workplace Learning) awarded by the University of South Australia, or educational qualifications deemed equivalent by the Classification Committee and qualifications in their field of expertise.

Lecturer Level 8

Lecturers at Level 8 take a leading role in the teaching function and are to be responsible for the on-going development and maintenance of the qualitative aspects of the educational program(s) with which they are associated.

Lecturers at Level 8 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 the Institute and/or program.

Lecturers at Level 8 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.

The functions of the Lecturer Level 8 will focus upon leadership and qualitative improvement in the educational program, and include the following:

- Undertake a designated teaching role and model professional practice in a range of teaching methodologies
- Lead a delivery team in innovative educational practices in a diverse range of learning environments
- Research, develop, monitor and evaluate delivery and assessment procedures and techniques
- Advise the most appropriate strategies to ensure that the program meets the established and emerging needs of students, industry, commerce and the community
- Take responsibility for specific program initiatives
- Develop lecturing staff and supporting their on-going professional and career development
- Undertake discussions with Lecturers and refer professional development requirements to the Educational Manager
- Lead the team in the day-to-day workgroup operations
- Provide leadership in program planning in line with strategic direction and identified industry workforce development needs
- Provide advice and professional assistance to students and other clients seeking access to a range of educational and training services
- Provide educational and vocational leadership in the Institute and across the TAFE SA system
- Accept responsibility for the implementation and evaluation of new curricula/training packages
- Monitor and evaluate program delivery
- Lead the process of induction, mentoring and supervision of Level 1 and 2 Lecturers

Positions at Lecturer Level 8 will be established by the Managing Director 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.

The positions will be filled by means of a merit-based selection process agreed between TAFE SA and the AEU.

Qualifications:

Holds Bachelor of Education (Adult, Vocational and Workplace Learning) awarded by the University of South Australia, or educational qualifications deemed equivalent by the Classification Committee and qualifications in their field of expertise.

SCHEDULE 2B - SCOPE AND COMPLEXITY, INDICATIVE TASKS AND KEY COMPETENCIES FOR LECTURER LEVELS 1 TO 6.

Lecturer appointment and progression requirements - levels 1 to 6

A person holding teaching qualifications will be appointed, as a minimum, to Lecturer Level 3. A person holding formal qualifications in their field of expertise may be appointed at Lecturer Levels 3 to 6.

Progression through Lecturer Levels 1 to 6 is based on the following key competencies and appropriate qualifications being met as per Schedule 2C:

GENERIC LECTURER LEVEL DESCRIPTORS

<i>Level</i>	<i>Scope and complexity</i>	<i>Indicative activities</i>	<i>Key competencies for progression</i>
1	A lecturer who participates in a formal mentoring/ internship program.	<ul style="list-style-type: none"> • Delivery of education and training within an established program under supervision. • Operates within a formalised internship framework 	<p>To progress to Level 2 a Lecturer is able to:</p> <ul style="list-style-type: none"> • Deliver education and training and assess competencies using an established curriculum/ training package and existing teaching and learning resources with supervision • Participate as a member of a teaching team • Work within Institute policies, procedures and other legislated/regulatory requirements • Demonstrate knowledge of the AQTF.
2	A Lecturer with emerging skills who continues to participate in a formal mentoring/internship program.	<ul style="list-style-type: none"> • Delivery of education and training and assess competencies within an established program under supervision. • Operates within a formalised internship framework. 	<p>To progress to Level 3 a Lecturer is able to:</p> <ul style="list-style-type: none"> • Deliver education and training and assess competencies using an established curriculum/training package and existing teaching and learning resources with on-going mentor support • Assess against units of competency from the curriculum/training package in which the Lecturer delivers • Maintain accurate records of student progress and assessment in accordance with established policies and procedures • Plan and prepare learning materials. • Operate effectively within AQTF requirements.

<i>Level</i>	<i>Scope and complexity</i>	<i>Indicative activities</i>	<i>Key competencies for progression</i>
3	A Lecturer with developing skills in a range of duties and activities relating to delivery pursuant to the Lecturer Level 1 to 5 Role Descriptor.	<ul style="list-style-type: none"> • Delivery of education and training and assessment of competencies within an established program. Plans and prepares learning resources within AQTF requirements • Provide program advice to students and potential students. • Assists with the development of student learning plans to meet individual needs. • Participates with mentor support in training needs analysis and skill audit processes. • Maintain currency and knowledge in field of expertise. • Develop networks with key stakeholders including internal staff, community and industry. • Operate effectively within AQTF requirements. 	<p>To progress to Level 4 a Lecturer is able to:</p> <ul style="list-style-type: none"> • Deliver education training and assess competencies using curriculum/training packages • Use a variety of methodologies and learning environments • Develop and adapt teaching and assessment materials to support the delivery of training • Provide educational counselling in program area • Assist with training needs analysis and skill audit processes.
4	A Lecturer with skills in a range of duties and activities relating to delivery pursuant to the Lecturer 1 to 5 Role Descriptor.	<ul style="list-style-type: none"> • Delivery of education and training and assessment of competencies in a range of learning environments and using a range of methodologies and strategies • Evaluates and adapts teaching delivery and resources to meet student needs. • Assists with conducting training needs analysis and skill audit processes. • Provides educational counselling in program area. • Maintains professional currency and knowledge in field of expertise through interaction with key program stakeholders. • Coordinates agreed activities within a program. 	<p>To progress to Level 5 a Lecturer is able to:</p> <ul style="list-style-type: none"> • Deliver education, training and assess in a range of environments and using a range of methodologies. • Develop teaching, learning and assessment resources for curriculum/training package • Evaluate program delivery • Participate in training needs analysis and skills audits • Establish effective networks with key program stakeholders • Provide educational and vocational counselling to existing and potential students.

<i>Level</i>	<i>Scope and complexity</i>	<i>Indicative activities</i>	<i>Key competencies for progression</i>
5	A Lecturer with sound skills who is able to perform a range of educational duties, professional duties and activities relating to delivery pursuant to the Lecturer Level 1 to 5 Role Descriptor	<ul style="list-style-type: none"> • Delivery of education and training and use of assessment processes to meet the specific needs of a range of students. • Develops and evaluates educational delivery in area of expertise within organisational and AQTF requirements. • Provides support to team members in relation to educational and professional duties. • Develops and maintains teaching and learning resources in area of expertise. • Conducts training needs analysis and skills audits with mentor support. • Contributes in area of expertise as program representative on Institute committees. 	<p>To progress to Level 6 a Lecturer is able to:</p> <ul style="list-style-type: none"> • Model quality teaching and learning practice • Assist with the development and implementation of new curricula/training packages • Evaluate and recommend improvements to program delivery • Support team members by providing educational expertise in line with AQTF requirements • Contribute to Institute committees.

<i>Level</i>	<i>Scope and complexity</i>	<i>Indicative activities</i>	<i>Competencies for professional and skills development to support higher level functions</i>
6	A Lecturer with a high order and broad range of skills who provides leadership and guidance to other staff with whom they are involved.	<ul style="list-style-type: none"> • Operates with a high degree of autonomy in a designated teaching role and models high quality professional educational practice within the team. • Utilises skills and knowledge to assist with the induction, supervision and mentoring of staff. • Monitors and identifies emerging staff development needs within the team and contributes to provision of staff development training in area of expertise. • Monitors the efficiency, effectiveness and quality of delivery within the team to assist with continuous improvement. • Participates as a member on Institute Committees. <p>(continued next page)</p>	<ul style="list-style-type: none"> • Operate in a designated teaching role with a high degree of autonomy and model high quality professional practice in a range of teaching and learning methodologies • Implement new curricula/training packages • Able to provide advice to the Educational Manager on the efficiency, effectiveness and quality of program and project delivery • Provide educational advice to the Educational Manager on emerging staff development needs within the teaching team.

<i>Level</i>	<i>Scope and complexity</i>	<i>Indicative activities</i>	<i>Competencies for professional and skills development to support higher level functions</i>
		<ul style="list-style-type: none">• Leads the implementation of new curricula/training packages within organisational and AQTF requirements.• Provides educational leadership in the induction and mentoring of staff and assists in the identification of their developmental needs.	

SCHEDULE 2C - TEACHING LOAD, APPOINTMENT OR PROGRESSION REQUIREMENTS AND ENTRY REQUIREMENTS FOR LECTURER LEVELS 1 TO 8

LECTURER LEVELS AND QUALIFICATIONS

<i>Level</i>	<i>Annual teaching load</i>	<i>Appointment or progression requirements</i>	<i>Entry requirements</i>
1	<p>Up to 65% of required workgroup contact hours. Time allocated to study, undertake duties associated with teaching and development of lesson plans, etc.</p> <p>Internship and Mentoring is a feature of this level.</p> <p>19 Non Attendance Days</p>	<p>Required to successfully complete a minimum of eight (8) Units from the Certificate IV in Training and Assessment, including six (6) nominated core Units.</p> <p>TAFE SA Lecturer Progression Report (HRB) signed by current Line Manager.</p>	<p>Experience relevant to the field (includes industry experience and/or HPI teaching in TAFE SA)</p>
2	<p>Up to 80% of required workgroup contact hours. Time allocated to study, undertake duties associated with teaching and development of lesson plans, etc.</p> <p>Internship and Mentoring is a feature of this level.</p> <p>23 Non Attendance Days</p>	<p>Progression to Level 3 requires:</p> <ul style="list-style-type: none"> • Certificate IV in Training and Assessment • Minimum of four (4) (Core) Units from the Diploma of Vocational Education and Training and/or relevant formal qualifications in field of expertise. • TAFE SA Lecturer Progression Report (HRB) signed by current Line Manager. 	<p>Eight (8) nominated units from the Certificate IV in Training and Assessment including the six (6) nominated Units from the Essential Skills Internship and Mentoring - Teaching and Learning in TAFE SA Program.</p>
3	<p>100% of required contact hours</p> <p>29 Non Attendance Days</p>	<p>Progression to Level 4 requires:</p> <ul style="list-style-type: none"> • Certificate IV in Training and Assessment • 8 Units Diploma of Vocational Education and Training, including four (4) Core Units) • TAFE SA Lecturer Progression Report (HRB) signed by current Line Manager. <p>Appointment may occur with formal qualifications in field of expertise</p>	<p>Certificate IV in Training and Assessment</p> <p>Minimum of four (4) Core Units from the Diploma of Vocational Education and Training and/or relevant formal qualifications in field of expertise.</p>
4	<p>100% of required contact hours</p> <p>29 Non Attendance Days</p>	<p>Progression to Level 5 requires:</p> <ul style="list-style-type: none"> • Diploma of Vocational Education and Training 	<p>Certificate IV in Training and Assessment</p> <p>Eight (8) Units from the Diploma of Vocational</p>

<i>Level</i>	<i>Annual teaching load</i>	<i>Appointment or progression requirements</i>	<i>Entry requirements</i>
		<p>or educational qualifications deemed equivalent by the Classification Committee.</p> <ul style="list-style-type: none"> TAFE SA Lecturer Progression Report (HRB) signed by current Line Manager. <p>Appointment may occur with formal qualifications in field of expertise</p>	Education and Training and/or relevant formal qualifications in field of expertise.
5	<p>100% of required contact hours</p> <p>29 Non Attendance Days</p>	<p>Diploma of Vocational Education and Training or educational qualifications deemed equivalent by the Classification Committee.</p> <p>Progression to Level 6 requires:</p> <ul style="list-style-type: none"> TAFE SA Lecturer Progression Report (HRB) signed by current Line Manager. <p>Appointment may occur with formal qualifications in field of expertise</p>	Diploma of Vocational Education and Training or educational qualifications deemed equivalent by the Classification Committee and/or relevant formal qualifications in field of expertise
6	<p>100% of required contact hours</p> <p>29 Non Attendance Days</p>	<p>Diploma of Vocational Education and Training or educational qualifications deemed equivalent by the Classification Committee.</p> <p>Appointment may occur with formal qualifications in field of expertise</p>	Diploma of Vocational Education and Training or educational qualifications deemed equivalent by the Classification Committee and/or relevant formal qualifications in field of expertise
7	<p>100% of required contact hours</p> <p>29 Non Attendance Days</p>	<p>Merit Based Selection</p> <p>Holds Bachelor of Education (Adult, Vocational and Workplace Learning), or educational qualifications deemed equivalent by the Classification Committee and qualifications in their field of expertise.</p> <p>Are highly skilled educational leaders who have acknowledged excellence in academic leadership and developing strategic directions.</p>	Holds Bachelor of Education (Adult, Vocational and Workplace Learning), or educational qualifications deemed equivalent by the Classification Committee and qualifications in their field of expertise.
8	<p>25% reduction of required contact hours per week for educational leadership duties where applicable.</p>	<p>Merit Based Selection</p> <p>Are highly skilled educational leaders who</p>	Bachelor of Education (Adult, Vocational and Workplace Learning) or educational qualifications

<i>Level</i>	<i>Annual teaching load</i>	<i>Appointment or progression requirements</i>	<i>Entry requirements</i>
	29 Non Attendance Days	<p>have acknowledged excellence in academic leadership and educational practice.</p> <p>Bachelor of Education (Adult, Vocational and Workplace Learning) or educational qualifications deemed equivalent by the Classification Committee.</p> <p>Industry sector qualifications and/or experience may be identified in the job and person specifications.</p>	deemed equivalent by the Classification Committee.

Notes:

The Diploma of Training and Assessment is embedded within the Bachelor of Education (Adult, Vocational and Workplace Learning)

1. Proposed Level 1 Units: Six nominated units from Certificate IV in Training and Assessment
 - a. Plan Assessment Activities and Processes
 - b. Assess Competence
 - c. Participate in Assessment Validation
 - d. Provide Work Skill Instruction
2. Relevant Formal Qualification: Qualification must align to AQTF requirements for level of subjects taught within the workgroup and/or national minimum standards targeted by TAFE across Australia.

SCHEDULE 2D - PROCESS OF ASSESSMENT FOR PROGRESSION BETWEEN LECTURER LEVELS 1 TO 6

1. Progression from Lecturer Level 1 through to Lecturer Level 6 requires the attainment of key competencies pursuant to Schedule 2B and qualifications as set out in Schedule 2C.
2. Interviews to assess the attainment of key competencies and verify qualifications will be scheduled by the employer. The timing of such interviews will be based on the presumption of annual progression between Lecturer Levels.
3. Progression to move to the next Lecturer Level will be approved if a lecturer attains the relevant key competencies and qualification as set out in Schedules 2B and 2C.
4. A lecturer may initiate a process for accelerated progression at any time.
5. Accelerated progression will be approved if a lecturer has attained the required key competencies and qualifications.
6. In the event that a lecturer is not approved for progression or accelerated progression, the lecturer will be advised of the reasons why and what is required to be achieved by the lecturer in order to progress. A further interview will be scheduled at an agreed time.
7. A lecturer aggrieved by a decision to refuse/defer progression can access the dispute settling procedure in clause 3.1 of this Enterprise Agreement.

SCHEDULE 2E - CONDITIONS OF EMPLOYMENT FOR HOURLY PAID INSTRUCTORS (HPIS)

A. Introduction

Hourly Paid Instructors are appointed under Section 14 of the *TAFE SA Act 2012* (TAFE SA Act) and are paid rates of pay as prescribed in Schedule 1 of this Enterprise Agreement.

B. Definition

An Hourly Paid Instructor is engaged on an hourly paid basis.

Hourly Paid Instructors may be engaged to:

- a) Perform a range of educational duties and activities relating to delivery of instruction and assessment and will include the prescribed level of preparation and marking, which may include:
 - i) Deliver instruction and assessment in programs on a sessional basis for a limited duration;
 - ii) Provide specific industry or skills expertise in vocational programs not currently available from within the Institute's teaching staff;
 - iii) Replace an ill or injured lecturer on a short term basis;
 - iv) Provide instruction and assessment as a lecturer/tutor, while longer term appointments are sought.

Characteristics for the engagement of an Hourly Paid Instructor (HPI) include:

- b) Engagement is for the performance of duties for a specified number of hours in a specified period. The engagement is based on one of the following:
 - i) Variable employment arrangement: where the hours of instruction and assessment are irregular and vary from week to week;
 - ii) Limited duration: where the hours of instruction and assessment may equate up to a "full-time" equivalent. The maximum engagement is 400 hours per TAFE SA Year.
- c) Where the hours of instruction and assessment are regular and can reasonably be predicted to equate to more than 400 hours in a TAFE SA Year then the arrangement must be as part-time employment, whether on a temporary or permanent basis.
- d) The minimum engagement for a HPI is 2 hours.
- e) HPIS are paid according to actual hours of instruction and assessment or for authorised meeting attendance.
- f) HPI employment is offered and accepted as such. All HPIS must be engaged by a formal letter of offer, detailing the appointment arrangements including an end date and requiring a signature of the potential employee to such arrangements. There should be no extension to contracts. Any further offer of employment is to be by way of a new offer and acceptance.
- g) However, given the nature of many such appointments, and except in cases of dismissal or termination for any lawful reason, or cessation of class, appropriate counseling, response and intervention must be given prior to contract termination.

C. Other Condition of Employment Matters

1. **Rate of Pay**

The rate of pay payable to an Hourly Paid Instructor is prescribed at Schedule 1 of this Enterprise Agreement. The rate of pay incorporates preparation, actual hours of instruction and assessment.

The level 4 rate of pay will apply to all HPI staff required to attend meetings (i.e. professional development and/or staff meetings).

As Hourly Paid Instructors are paid according to actual hours of instruction and assessment and marking of examinations or required meeting attendance they must sign an Institute approved method of recording actual hours.

2. **Workers Compensation**

Hourly Paid Instructors are eligible for compensation under the *Worker's Rehabilitation and Compensation Act 1994*, subject to the normal provisions of the Act.

3. **Staff Development**

Hourly Paid Instructors may be included in certain staff development activities as members of the lecturing body of the Institute. Refer to clause 4.12.8.

4. **Long Service Leave**

Hourly Paid Instructors are entitled to accrue Long Service Leave under the *Public Sector Act 2009* Schedule 1 Part 6. Commissioner's Determination 3.4C prescribes such leave.

5. **Travelling Allowance**

Hourly Paid Instructors are eligible, in particular approved circumstances, for payment of a travelling allowance, where this is in connection with their duties.

6. **TAFE SA Administrative Instructions and Regulations**

Hourly Paid Instructors are subject to particular rights and powers under administrative instructions, *TAFE SA Act 2012* and Regulations as amended from time to time.

7. **Superannuation**

Employees of the SA public sector, which includes HPIs (who are not members of any other State Government superannuation scheme), automatically become members of the Triple S scheme. A compulsory employer contribution is paid into your account. Employees may also make after tax and salary sacrifice contributions. For further information contact Super SA at www.supersa.sa.gov.au

D. ROLE DESCRIPTORS FOR HOURLY PAID INSTRUCTORS

The role of a TAFE SA HPI requires the performance of a range of educational duties, professional duties and activities relating to delivery, including but not limited to:

<i>Educational Duties</i>	<i>Professional Duties</i> <i>In consultation and under the direction of Principal Lecturers and/or Senior Lecturers:</i>	<i>Duties Related to Delivery</i>
<p>Educational duties involve:</p> <ul style="list-style-type: none"> • Delivery of Quality Training and Assessment • Training and assessment may also involve using a variety of learning environments, including but not limited to: <ul style="list-style-type: none"> • Classrooms, Programmed Tutorials • Workshops • Industry/Workplace • Online • Community Education (eg. ACE delivery) <p>Delivery strategies and methodologies may include:</p> <ul style="list-style-type: none"> • Recognition of Prior Learning (RPL) assessment • Flexible delivery and distance education • A variety of appropriate delivery methods and assessment • Record keeping relating to students and resources 	<ul style="list-style-type: none"> • Program advice to students • Specialist assistance to facilitate students' learning • Contribute to the implementation of new technologies and techniques within the scope of their delivery • Attendance at required team meetings and or workforce development activities will be in line with current arrangements where attendance is recognised by the payment of the Class 4 rate for HPIs. 	<p>Those duties that assist in the delivery of quality education and training</p> <ul style="list-style-type: none"> • Contribute to Team/Program Planning • Preparation • Marking • Making professional educational decisions associated with the delivery and assessment of units that they are delivering. • Maintenance of aids, teaching equipment that is required as part of their delivery

E. CLASS OF INSTRUCTION**Class Description**

Class 1 This category may be used upon prior approval of the delegate when "an instructor of outstanding experience and/or ability" is engaged to conduct short-term classes or single lectures - a visiting Specialist.

Class 2 Instruction and assessment within this category have been deemed to be of such a scope and nature that to provide the appropriate teaching requires a teaching effort involving significant marking and preparation workloads with the subject being of high complexity.

Class 3 Instruction and assessment within this category have been deemed to be of such a scope and nature that to provide the appropriate instruction and assessment requires preparation and marking.

Class 4 This category may be used:

Where the role of the HPI requires instruction but not assessment e.g. Adult Community Education.

For attendance of HPIs at all authorised professional development and staff meeting activities.

F. MISCELLANEOUS**1. HPI Rates of Pay and Award Codes**

SUBJECT HPI CATEGORY	TEACHING RATES			SETTING MARKING EXAMS	EXTERNAL Studies MARKING per PAPER
	TEACHING (* HPI Rates are detailed in Schedule 1)		TUTORING 2/3 of (*)		
CLASS 1	90R4501		N/A	N/A	N/A
CLASS 2	90R4301		90R7201	90R6401	90R3201
CLASS 3	90R4201		90R7301	90R6301	90R3301
CLASS 4	90R4001		90R7501		90R3501

2. Adult Community Education

Adult Community Education would in the majority of such cases utilise the Class 4 rate.

3. Rates of Pay for Examination Supervisors (Invigilators)

The payments to supervise examinations are dependent on whether the examination is of 1, 2 or 3 hours duration. The rate relates to a TOTAL session are as detailed in Schedule 1.

Length (Hours)	Award Code	Rate/Session As at October 2012
1 hour exam	43R1801	\$23.90
2 hour exam	43R1802	\$43.00
3 hour exam	43R1803	\$61.95

G. Miscellaneous**1. Selection**

Selection of hourly paid instructors should be made with regard to merit and equal opportunity considerations in line with the Department of Further Education, Employment, Science and Technology's Selection Practice document dated July 2001, or successor.

2. Applications for Other Public Sector Positions

Hourly Paid Instructors are eligible to apply for positions advertised in the "Notice of Vacancies" if they were employed by TAFE SA at any time during the period from the date of issue of the Notice of Vacancies to the closing date for such applications.