

# Orders



SOUTH  
AUSTRALIAN  
EMPLOYMENT  
TRIBUNAL

## Case Details

<b>Agreement title</b>	TAFE SA Educational Staff Enterprise Agreement 2022
<b>Employer</b>	Chief Executive, Department of Treasury and Finance
<b>Case number</b>	ET-22-01131

## Orders - Approval of Enterprise Agreement TAFE SA Educational Staff Enterprise Agreement 2022

Having heard from the parties and after considering the written submissions and the undertakings provided by the parties, I HEREBY APPROVE this Enterprise Agreement pursuant to section 79 of the *Fair Work Act 1994*.

This Agreement shall come into force on and from 14 April 2022 and have a life extending for a period of 36 months therefrom.

A handwritten signature in black ink, reading 'P J McMahon'.

**Commissioner McMahon**

**14 Apr 2022**

DOC\_BUILDER\_ENTERPRISE\_AGREEMENTS



**TAFE SA EDUCATIONAL STAFF ENTERPRISE  
AGREEMENT 2022**

## **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 2022.

### **1.2 ARRANGEMENT**

This Enterprise Agreement is arranged as follows:

<b>Clause No</b>	<b>Title</b>
<b>Part 1 – Application and Operation of Enterprise Agreement</b>	
<b>1.1</b>	Title
<b>1.2</b>	Arrangement
<b>1.3</b>	Parties Bound
<b>1.4</b>	Duration and operation of Enterprise Agreement
<b>1.5</b>	Definitions
<b>1.6</b>	Renegotiation
<b>1.7</b>	No extra claims
<b>1.8</b>	Continuous Improvement
<b>Part 2 – Modes of employment</b>	
<b>2.1</b>	Definition of employment categories
<b>2.2</b>	Information to be provided on engagement
<b>Part 3 – Communication, consultation and dispute resolution</b>	
<b>3.1</b>	Procedures for preventing and settling disputes
<b>3.2</b>	Notification of change
<b>3.3</b>	Consultation in TAFE SA
<b>Part 4 – Wages and other conditions of employment</b>	
<b>4.1</b>	Wages and salaries
<b>4.2</b>	One-off payment
<b>4.3</b>	Classifications
<b>4.4</b>	Hourly Paid Instructors – Visiting Specialist
<b>4.5</b>	Hourly Paid Instructors – Minimum Classification for Instruction and Assessment
<b>4.6</b>	Non-attendance days
<b>4.7</b>	Paid Maternity and Adoption Leave
<b>4.8</b>	Return to work on a part-time basis
<b>4.9</b>	Leave
<b>4.10</b>	Unions
<b>4.11</b>	Salary Packaging
<b>4.12</b>	Redeployment, Retraining and Redundancy
<b>4.13</b>	Professional Development and Training

<b>Part 5 – Regulation of Workload</b>	
<b>5.1</b>	Instruction and Assessment
<b>5.2</b>	Span of Hours for Lecturers and Time Loadings
<b>5.3</b>	Annualised Benchmark of Hours of Instruction and Assessment
<b>5.4</b>	Individual Workload Scheduling
<b>5.5</b>	Unscheduled Hours of Instruction and Assessment
<b>5.6</b>	Lecturer Workload Grievance Procedure
<b>5.7</b>	Change in Work Location
<b>PART 6 – SIGNATORIES</b>	
<b>APPENDIX 1 – REDEPLOYMENT, RETRAINING AND REDUNDANCY</b>	
<b>SCHEDULES</b>	
<b>Schedule 1</b>	Wages And Salaries
<b>Schedule 2</b>	Lecturer Duties, Progression Requirements for Lecturer Levels New to Accomplished and Lecturer Appointments
<b>Schedule 3</b>	Conditions of Employment for Hourly Paid Instructors

**ALPHABETICAL ORDER**

<b>Clause No</b>	<b>Title</b>
<b>5.3</b>	Annualised Benchmark of Hours of Instruction and Assessment
<b>1.2</b>	Arrangement
<b>5.7</b>	Change in Work Location
<b>4.3</b>	Classifications
<b>Schedule 3</b>	Conditions of Employment for Hourly Paid Instructors
<b>3.3</b>	Consultation in TAFE SA
<b>1.8</b>	Continuous Improvement
<b>2.1</b>	Definition of employment categories
<b>1.5</b>	Definitions
<b>1.4</b>	Duration and operation of Enterprise Agreement
<b>4.5</b>	Hourly Paid Instructors – Minimum Classification for Instruction and Assessment
<b>4.4</b>	Hourly Paid Instructors – Visiting Specialist
<b>5.4</b>	Individual Workload Scheduling
<b>2.2</b>	Information to be provided on engagement
<b>5.1</b>	Instruction and Assessment
<b>4.9</b>	Leave
<b>Schedule 2</b>	Lecturer Duties, Progression Requirements for Lecturer Levels New to Accomplished and Lecturer Appointments

<b>5.6</b>	Lecturer Workload Grievance Procedure
<b>1.7</b>	No extra claims
<b>4.6</b>	Non-attendance days
<b>3.2</b>	Notification of change
<b>4.2</b>	One-off payment
<b>4.7</b>	Paid Maternity and Adoption Leave
<b>1.3</b>	Parties Bound
<b>3.1</b>	Procedures for preventing and settling disputes
<b>4.13</b>	Professional Development and Training
<b>4.12</b>	Redeployment, Retraining and Redundancy
<b>1.6</b>	Renegotiation
<b>4.8</b>	Return to work on a part-time basis
<b>4.11</b>	Salary Packaging
<b>5.2</b>	Span of Hours for Lecturers and Time Loadings
<b>4.10</b>	Unions
<b>5.5</b>	Unscheduled Hours of Instruction and Assessment
<b>Schedule 1</b>	Wages and salaries

### **1.3 PARTIES BOUND**

This Enterprise Agreement is binding on:

- 1.3.1 the Chief Executive, Department of Treasury and Finance (as the declared employer under the *Fair Work Act 1994*) and the Chief Executive, TAFE SA in respect of employees bound by this Enterprise Agreement;
- 1.3.2 the Australian Education Union, South Australian Branch) (AEU);
- 1.3.3 employees under the TAFE SA Act 2012 whose classification appears in 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 SAET.
- 1.4.3 This Enterprise Agreement commences on the date approved by SAET and has a nominal expiry date 3 years from the commencement of the Enterprise Agreement. 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 Educational Staff Enterprise Agreement 2016.

- 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 **Chief Executive** means the Chief Executive, TAFE SA or delegate.
- 1.5.4 **Employee** means an employee bound by this Enterprise Agreement.
- 1.5.5 **Hourly Paid Instructor** means a person employed as such pursuant to section 14 of the *TAFE SA Act 2012*.
- 1.5.6 **SAET** means the South Australian Employment Tribunal.
- 1.5.7 **Site** means a TAFE SA campus or other location at which employees are based.
- 1.5.8 **Safety net award** means the TAFE (Educational Staff) Interim Award (or successor).
- 1.5.9 **TAFE SA Act** means the TAFE SA Act 2012 or any successor thereto.
- 1.5.10 **TAFE SA** refers to TAFE SA, the statutory corporation to which the TAFE SA Act 2012 applies.
- 1.5.11 **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 1.7.2 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.

**1.8 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 TAFE SA 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 TAFE SA programs through a process of continuous improvement; and
  - (d) Strategies to deliver efficiencies for TAFE SA 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 3 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 on any day.
- 2.1.5 A permanent employee is an employee engaged on an ongoing basis.
- 2.1.6 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").
- 2.1.7 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.
- 2.1.8 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.
- 2.1.9 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. These educational duties and activities 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 business unit's teaching staff;
    - iii. Replace an ill or injured lecturer on a short term basis;
    - iv. Provide instruction and assessment as a lecturer or engaged as a tutor, while longer term appointments are sought.
- 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 2.2.1 above will also be provided to existing employees (whether temporary or permanent officers or HPIs) who enter into a temporary contract.
- 2.2.3 Upon engagement, TAFE SA will advise the employee of their work location.
- 2.2.4 In the case of a New Lecturer, an offer of employment shall advise the employee:
- (a) of the requirement to complete a Certificate IV in TAE within 12 months of employment, pursuant to Schedule 2F of this Enterprise Agreement; and
  - (b) of the conditions under which TAFE SA may refuse to meet the costs of that requirement, pursuant to clause 4.13.5 of this Enterprise Agreement.



**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 Chief Executive (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 Chief Executive'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 Chief Executive (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 Chief Executive (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 Chief Executive (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 SAET 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 desirous 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 TAFE SA 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 Chief Executive 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 TAFE SA'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 Chief Executive shall discuss with the employees affected and their union or unions, among other things, the introduction of changes referred to in clause 3.2.1, 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 Chief Executive to make the changes referred to in clause 3.2.1.
- 3.2.5 For the purposes of such discussion, the Chief Executive 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

Chief Executive shall not be required to disclose confidential information, the disclosure of which would be inimical to the interests of TAFE SA.

- 3.2.6 For the purpose of this clause discussion involves the sharing of information and the exchange of views between the Chief Executive 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 SAET in relation thereto.

### **3.3 CONSULTATION IN TAFE SA**

- 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 5.1.1 of this Enterprise Agreement.
- 3.3.3 TAFE SA will consult in good faith, not simply advise what has been done.

#### **Consultation With Educational Staff in TAFE SA**

- 3.3.4 On the date this Enterprise Agreement comes into force, a standing committee for TAFE SA will operate and be called the Educational Staff Consultative Committee ("the ESCC").
- 3.3.5 The ESCC shall be comprised of an equal number of nominees of TAFE SA's management and AEU representatives. Members of the ESCC may appoint a proxy to attend meetings on their behalf.
- 3.3.6 The ESCC will meet on a three monthly basis, or more frequently if requested by either group of representatives. The ESCC 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.
- 3.3.7 The ESCC 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 TAFE SA's strategic directions and organisational needs or other matters related to workforce development.
- 3.3.8 As far as possible, ESCC meetings will be held outside the Instruction and Assessment time of AEU representatives, but where that is not possible for an AEU representative, TAFE SA will fund the provision of relief from the Instruction and Assessment to enable the AEU representative to attend.

- 3.3.9 For the purposes of clause 7.14 of the safety net award, an AEU nominated representative on an ESCC is entitled to two days paid time to undertake training relevant to their ESCC 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.

### **4.2 ONE-OFF PAYMENT**

- 4.2.1 Subject to this clause, an employee (not including an Hourly Paid Instructor or a casual employee) will be paid a "one-off payment" of \$1,000 as soon as practicable after approval by SAET of this enterprise agreement.
- 4.2.2 The one-off payment will:
- (a) be adjusted on a pro rata basis for part-time employees and the point in time to be used for determining a pro rata amount will be the last full pay period ending on or prior to the date of approval of this enterprise agreement by SAET;
  - (b) not count for any other purpose whatsoever despite any other term of this enterprise agreement, or any applicable award, unregistered agreement, contract of employment, formal or informal local workplace or agency practice, or otherwise; nor will it operate as a precedent for any future or other agreement.
- 4.2.3 A part-time employee who is employed in more than one capacity may receive more than one pro rata payment provided that in no circumstances whatsoever will any employee be entitled to be paid in aggregate more than a total of \$1,000.
- 4.2.4 This clause will only apply to an employee who is both bound by this enterprise agreement and employed as at the date of approval by the SAET of this enterprise agreement; and will cease to have any further effect in relation to an employee following payment pursuant to this clause.
- 4.2.5 The detail about methodology and eligibility applicable to this "one-off payment" is included in the 'Fact Sheet: One-off Payment' as referred to in the 'Agreement Explained', which is to be read and applied in giving effect to this clause.
- ### **4.3 CLASSIFICATIONS**
- 4.3.1 Schedule 2 sets out:
- a) Duties for lecturers at levels New, Lecturer, Accomplished, Senior and Principal;
  - b) Required qualifications for entry and progression (where relevant) for lecturer at levels New, Lecturer, Accomplished, Senior and Principal.

## **Educational Manager**

- 4.3.2 Educational Managers may be appointed on a part-time basis.
- 4.3.3 During the first 12 months following the approval of this Enterprise Agreement, TAFE SA and the AEU will undertake a joint review of the Educational Manager classification structure provided in the *TAFE (Educational Staff) Interim Award*:
- a) The objective of the review is to define one Educational Manager level.
  - b) Any agreed outcomes will be implemented by variation to this Enterprise Agreement and the TAFE (Educational Staff) Interim Award

## **4.4 HOURLY PAID INSTRUCTORS – VISITING SPECIALIST**

- 4.4.1 Despite anything to the contrary in Schedule 3, an HPI may be engaged and paid the Class I HPI rate of pay if the TAFE SA Chief Executive (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.

## **4.5 HOURLY PAID INSTRUCTORS – MINIMUM CLASSIFICATION FOR INSTRUCTION AND ASSESSMENT**

- 4.5.1 An HPI who undertakes instruction and assessment will be paid as a minimum, the Class III rate of pay for all hours so worked.

## **4.6 NON-ATTENDANCE DAYS**

### **Entitlement to non-attendance days**

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

<i>Lecturer Levels</i>	<i>Entitlement to non-attendance days</i>
New	29
Lecturer	29
Accomplished	29
Senior	29
Principal	29

- 4.6.2 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.

### **TAFE SA lecturers who do not deliver educational programs**

- 4.6.3 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.

## **4.7 PAID MATERNITY AND ADOPTION LEAVE**

- 4.7.1 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. For the purpose of this clause, maternity and adoption leave includes a parent taking primary caring responsibility (parent-child relationship) as a consequence of a surrogacy arrangement.

- 4.7.2 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.
- 4.7.3 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 twenty (20) weeks ("the applicable maximum period").
- 4.7.4 The following conditions apply to an employee applying for paid maternity leave or paid adoption leave:
- (a) The total of paid and unpaid leave is not to exceed 104 weeks in relation to the employee's child. For the purpose of this clause, child includes children of a multiple birth/adoption.
  - (b) 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.
- 4.7.5 An employee will be entitled to take the paid maternity/adoption leave in two split periods within a 52 week period.
- 4.7.6 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.
- 4.7.7 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.
- 4.7.8 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.
- 4.7.9 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).
- 4.7.10 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.
- 4.7.11 Subject to clause 4.7.12 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, they 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.

- 4.7.12 TAFE SA 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.
- 4.7.13 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.
- 4.7.14 The entitlements in this clause will be in addition to the federal *Paid Parental Leave Act 2010 (Cth)* (as amended from time to time).

#### **PAID PARTNER LEAVE**

- 4.7.15 Subject to this clause, an employee (other than a casual employee) is entitled to access up to one calendar week (i.e. five working days) (pro rata for part-time employees) of their accrued sick leave entitlement on the birth or adoption of a child/ren for whom the employee has direct parental care responsibility. The leave will be taken as full working day/s within 3 months of the birth or adoption of the child/ren.
- 4.7.16 It is not intended that this paid partner leave entitlement will detract from any more beneficial entitlement or arrangement applicable within an agency as at the commencement of this clause (i.e. an 'existing arrangement'). An employee can make use of that existing arrangement or the paid partner leave, but not both.
- 4.7.17 Except in relation to an existing arrangement; an agency's specific paid partner leave policy; or a requirement of this clause, the administrative arrangements within an agency for taking this leave will generally be as applicable to Family Carer's Leave.

#### **4.8 RETURN TO WORK ON A PART TIME BASIS**

- 4.8.1 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).
- 4.8.2 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.
- 4.8.3 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.

4.8.4 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.

## **4.9 LEAVE**

### **SPECIAL LEAVE**

4.9.1 Special leave is to be provided to employees in TAFE SA in accordance with the "TAFE SA Policy: - *Special Leave With and Without Pay*", or its successor.

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

### **DOMESTIC RELATIONSHIP VIOLENCE LEAVE**

4.9.3 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 leave and flexible and safe working arrangements, in accordance with Regulation 9(8) of the *Public Sector Regulations 2010* and Section F of the Commissioner's Determination 3.1 – Employment Conditions – Hours of Work, Overtime and Leave (or successor)

## **4.10 UNIONS**

4.10.1 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.

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

## **4.11 SALARY PACKAGING**

4.11.1 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.

4.11.2 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.



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

4.11.4 Where, on cessation of employment, TAFE SA 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.

#### **4.12 REDEPLOYMENT, RETRAINING AND REDUNDANCY**

4.12.1 Subject to this clause and conditional on approval of this Enterprise Agreement, the parties acknowledge that this agreement is made and entered into on the basis that a new redeployment, retraining and redundancy scheme as detailed in Appendix 1 will be implemented to apply to agencies and employees covered by this Enterprise Agreement.

4.12.2 The provisions contained within Appendix 1 of this Enterprise Agreement will be applied in accordance with a TAFE SA redeployment and retraining policy, which will be drafted and agreed to between TAFE SA and the AEU.

#### **4.13 PROFESSIONAL DEVELOPMENT AND TRAINING**

4.13.1 TAFE SA 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, training to Lecturers, Lecturer's Assistants and Educational Managers.

4.13.2 A Lecturer, Lecturer's Assistant or Educational Manager may apply for funds from the monies reserved under clause 4.13.1 (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.

4.13.3 The Chief Executive of TAFE SA (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:

- (a) Workgroup/Business Unit career pathways through an approved personal workforce development plan to meet organisational/industry direction/variation.
- (b) Ensuring compliance with Registered Training Organisation registration requirements.
- (c) Career management changes for declared excess staff listed with the Placement Services work group (or its successor).

4.13.4 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 TAFE SA.

4.13.5 TAFE SA may refuse to meet the costs under clause 4.13.4 if:

- (a) the Certificate IV or equivalent is not undertaken within TAFE SA; or
- (b) the Lecturer is repeating a unit or subject in the Certificate IV or equivalent in which they are enrolled.

#### **Hourly Paid Instructors: minimum required units**

4.13.6 An HPI engaged under the TAFE SA Act is entitled to undertake in paid time the minimum Assessment skill set units from the Certificate IV in Training and Assessment.

4.13.7 When undertaking the units referred to in clause 4.13.6, payment shall be at Instructor Class IV rate.

#### **Hourly Paid Instructors: professional development and training**

4.13.8 An HPI undertaking approved professional development shall be paid at the Instructor Class IV rate for the professional development or training they undertake.

#### **Other professional development and training provisions**

4.13.9 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 Determination (Commissioner's Determination 3.2: Employment Conditions – Remuneration – Allowances and Reimbursements, or its successor).

4.13.10 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 their line manager.

4.13.11 In the event of a dispute about a decision, discretion or entitlement referred to in this clause, the dispute resolution procedures in clause 3.1 will apply.

4.13.12 For the purposes of clause 4.13.2, the employee who applied on behalf of a workgroup or any employee member of that workgroup may utilise the dispute resolution procedures in clause 3.1 in the event of a dispute concerning that workgroup.

### **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:

- (a) Use of e-learning technologies, including online activities;
- (b) Project work (which may be TAFE SA, worksite or independent learning);

- (c) Assessment/test;
- (d) Industry Assessment;
- (e) Classroom (face-to-face) delivery;
- (f) On job training;
- (g) Distance delivery, using range of platforms including, but not limited to, video conferencing, Lync (or similar) and interactive webinars;
- (h) Recognition of Current Competency ("RCC"); and/or
- (i) 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 5.2.6 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 In response to industry and student demand, a lecturer may initiate consultation to enter into an individual agreement with TAFE SA to undertake scheduled Instruction and Assessment hours outside the normal span of hours in exchange for the loadings in subclauses 5.2.2, 5.2.3 and 5.2.4.
- 5.2.7 The parties acknowledge the significant mutual benefit to TAFE SA and the lecturer of flexible working arrangements to balance work, family, leisure, social and other commitments.

## **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 for the provision of educational programs will be based on 21 hours per week or 840 hours per TAFE SA Year.
- 5.3.3 The already established benchmark hours of Instruction and Assessment within workgroups shall be maintained until and unless a consultative process pursuant to clause 5.3.1 has been completed, and in any case, by the commencement of Semester 2 of the 2017 TAFE SA Year. In the event that such a consultative process has not been completed by the commencement of Semester 2 the 2017 TAFE SA Year, the provisions under clause 5.3.2 shall apply.

- 5.3.4 The benchmark of hours may be varied in consideration of a range of factors such as:
- (a) Course complexity (such as level of qualification, subject matter, combined classes)
  - (b) Class size (in accordance with a WHS risk assessment and with consideration given to student number limitations associated with practical classes)
  - (c) Student cohort
  - (d) Mode of Delivery
  - (e) Vocational Placement
  - (f) Travelling
  - (g) Industry-based delivery
  - (h) RPL Assessment
  - (i) Workplace Assessment
  - (j) Resource Development
  - (k) Mentoring Arrangements
  - (l) Student Counselling
  - (m) Delivery Planning
  - (n) Industry Engagement
  - (o) Professional Development
  - (p) Quality Assessment and Audits
  - (q) Regular Planned TAFE SA meetings
  - (r) Any other factor as agreed between the parties
- 5.3.5 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 would be the usual maximum increase.
- 5.3.6 In the event of the establishment of a new educational program with the setting of benchmark hours, a review of the set benchmark hours with employees of the relevant work group will occur within four (4) to eight (8) weeks of the commencement of delivery of the new educational program.
- 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 the factors referred to in clause 5.3.4, 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 5.4.3 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 5.4.2.
- 5.4.5 Evening classes should be scheduled so that, as far as possible, no Lecturer is required to deliver Instruction and Assessment on more than two evenings per week, however additional evening classes may be allocated by mutual agreement between the Lecturer and the Educational Manager. 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 5.1 to 5.5, taking into account the circumstances of the Lecturer and the needs of the workgroup. 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 Chief Executive or 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, their representative, the Director 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 5.6.3, 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.

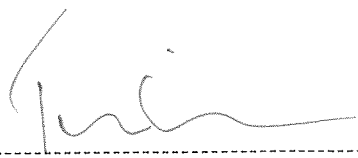
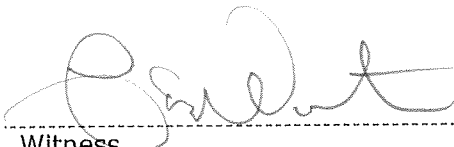
5.6.5 The purpose of the meeting is to resolve the grievance. This may involve identifying the appropriate steps to be taken and the timeframe in which such steps will be taken in order to resolve the grievance.

5.6.6 If the procedure set out above fails to resolve the grievance, either party may refer the matter to SAET for conciliation or mediation, and if necessary, arbitration.

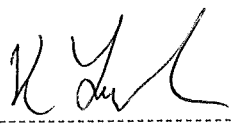

## **5.7 CHANGE IN WORK LOCATION**

5.7.1 Where the Chief Executive has changed the work location of an employee, the employee will be placed at a work location within a 45km range of their place of residence. By agreement, TAFE SA and the employee may make an alternative arrangement.

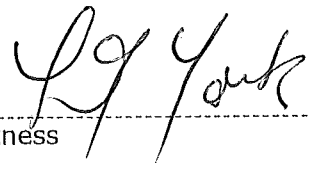
## PART 6 - SIGNATORIES

  
Chief Executive, Department of  
Treasury and Finance  
(as the declared employer for the  
purposes of the *Fair Work Act 1994*)Date 13/4/22 PER TOM KIDMAN  
DIRECTOR, INDUSTRIAL RELATIONS  
Witness  
Chief Executive, TAFE SA

Date 13/4/22.

  
Witness  
President, Australian Education  
Union (South Australian Branch)

Date 17/4/22

  
Witness

**APPENDIX 1: REDEPLOYMENT, RETRAINING AND REDUNDANCY**

1. TAFE SA will manage workforce careers, training and redeployment to meet current and future service delivery and capability needs within the agency and, wherever possible, limit the use of temporary staff and hourly paid instructors.
2. TAFE SA employees will adapt and develop capabilities to meet changing needs and challenges and those who are engaged on an ongoing basis and become displaced as a result of restructuring ("declared excess employees") will engage in opportunities for retraining and redeployment.
3. Where TAFE SA undertakes a restructure/reorganisation it will consult with employees and the AEU and actively case-manage an employee declared excess (refer to "responsibilities section").
4. Additionally at the conclusion of the consultation stages of an organisational review, where TAFE SA confirms the intention to abolish a position, a period of not less than 30 calendar days will be provided to allow for the appropriate consideration of suitable roles/duties within TAFE SA that are available or likely to become available within a reasonable time and into which the effected employee(s) could be placed with or without retraining, before the employee(s) is declared excess. Consideration will be given to the placement of excess employees before temporary employees are extended. Where roles/duties are identified, they must be meaningful.
5. An employee will be declared excess where the role they were occupying is no longer required and it is not practicable to transfer, assign or appoint the employee to other duties.
6. An employee declared excess will be advised in writing to that effect; provided with access to and considered for vacancies and invited to consider voluntary separation with appropriate payments.
7. Where an employee declared excess has been unsuccessful in obtaining an alternative ongoing position within TAFE SA or in the SA Public Sector after 12 months (since written advice of being declared excess), they may be separated with a severance payment.
8. An employee who is placed in ongoing or temporary employment of no less than 12 months must be formally advised that they are no longer an excess employee. The 12 month period will include the cumulative effect of extensions in the same funded position. Should the employee become excess a subsequent time, the Chief Executive, TAFE SA (or delegate) will provide them with a new notification; and a 12cmonth redeployment period commences from the time of such new notification.
9. **Deferment of the Redeployment Period**
  - (a) The Chief Executive TAFE SA (or delegate) will defer a redeployment period where an employee has been declared as excess (and formally notify employees accordingly), on the basis of them being absent from duty by reason of:
    - i. Parental leave; or
    - ii. Defence reserve leave; or
    - iii. Where an employee is in receipt of weekly payments for a compensable workplace injury or illness and/or subject to a Rehabilitation and Return to Work Plan in respect of such injury or illness.



- (b) An excess employee may apply to the Chief Executive, TAFE SA to defer the redeployment period on the basis of exceptional circumstances and the Chief Executive, TAFE SA will consider such application.

**10. TAFE SA will:**

- (a) Ensure compliance with the *TAFE SA Act 2012* and other applicable legislation; with applicable Industrial Instruments (enterprise agreements and awards) made under the *Fair Work Act 1994* and with relevant Commissioner's determinations or guidelines including:
  - i. Consult with employees and AEU about significant restructuring/reorganisation that is expected to result in fewer positions.
  - ii. Ensure that the use of temporary staff and hourly paid instructors is reduced wherever practicable.
  - iii. Ensure available positions and vacancies are promoted/advertised and support employees to be redeployed.
  - iv. Actively case-manage excess employees to effectively assist in any transition to new roles including:
    - 1. Providing access to vacancies and interview/active consideration for a role (which may occur at the same time as the role is being advertised) where an excess employee is identified for/applies for a vacancy and there is a skills and capabilities match;
    - 2. Provide access to retraining support, with a commitment to providing retraining opportunities within TAFE SA that are tailored to meet the individual needs of an excess employee with an individual case management approach; and
    - 3. Adhere to voluntary separation arrangements and/or release of an employee.
- (b) Where an employee has not been able to secure a new position by the end of the 12 month period and has declined consideration of an early voluntary separation package during that time, they may be separated with a severance payment.
- (c) The period for counting towards the 12 months as an excess employee commences at the date of the written advice to the employee that they are declared excess.

**11. TAFE SA Excess Employees**

- (a) Are responsible for actively adapting and developing their skills including:
  - i. Following receipt of written advice of being declared an excess employee, actively consider and indicate their preferred option: to either work to secure another ongoing role/position i.e. redeployment; seek the applicable case manager's assistance; or seek an invitation for an early separation payment.
  - ii. Co-operating with TAFE SA or an agency to which they may be assigned, participate in re-training opportunities and make every effort to adapt to and undertake the role/s or position/s identified or into which they are placed or assigned.

- iii. Work with an agency nominated person or external service provider who is allocated to assist with a restructure and/or redeployment, including counselling; skills and capability development; and consideration of opportunities within the public or private sectors.
  - iv. Must accept as quickly as possible and must not refuse assignment or placement into an alternative or another role/position that is a reasonable match with their skills and, capabilities (including with training).
- (b) Continue to be subject to processes and requirements (legislative, policy and administrative) applicable to a TAFE SA Educational employee.

## 12. **Application of separation payments**

- (a) An applicable voluntary separation arrangement must be offered to an excess employee if they haven't been successful in gaining an alternative ongoing position within the first 3 months of being declared excess (date of written notice).
- (b) An employee who has been a redeployee for between 0 to 3 months, and accepts a voluntary separation package, is entitled to receive a lump sum payment of \$15,000 in addition to the voluntary separation package.
- (c) Where an employee declared excess identifies a preference for redeployment/retraining and declines the invitation to express interest in an early separation package in the first 3 months, then the quantum of any future invitation to accept a separation package will be reduced:
  - i. Redeployment period more than 3 months and up to 6 months – 25% reduction;
  - ii. Redeployment period greater than 6 months and up to 9 months – 50% reduction.
  - iii. Redeployment period greater than 9 months – no TVSP is provided.

The Chief Executive, TAFE SA must notify the union/s, and at the same time the Commissioner for Public Sector Employment (CPSE), at least three months prior the employee being due to reach the end of the 12 months of being excess.

Excess employees may be separated with a severance package in the event that they are unable to be placed at the end of 12 months.

Where a significant number of employees are to be declared excess then the CPSE must be advised at the earliest opportunity.

**SCHEDULE 1 – WAGES AND SALARIES**

<b>Classification</b>	<b>Current</b>	<b>Upon Approval by SAET</b> <b>(1<sup>st</sup> pp on or after)</b>	<b>12 months after Approval</b> <b>(1<sup>st</sup> pp on or after)</b>	<b>24 months after Approval</b> <b>(1<sup>st</sup> pp on or after)</b>	<b>36 months after Approval</b> <b>(1<sup>st</sup> pp on or after)</b>
	<b>Annual Salary (\$)</b>				
<b>Lecturer's Assistant</b>					
Step 1	61,492	62,414	63,350	64,300	65,265
Step 2	65,048	66,024	67,014	68,019	69,039
Step 3	68,615	69,644	70,689	71,749	72,825
Step 4	72,195	73,278	74,377	75,493	76,625
Step 5	75,927	77,066	78,222	79,395	80,586
<b>Lecturer</b>					
New	81,253	82,472	83,709	84,965	86,239
Lecturer (Transitional 4)	86,581	87,880	89,198	90,536	91,894
Lecturer	94,933	96,357	97,802	99,269	100,758
Accomplished	98,665	100,145	101,647	103,172	104,720
Accomplished (grand parented)	102,381	103,917	105,476	107,058	108,664
Senior	108,009	109,629	111,273	112,942	114,636
Principal	114,135	115,847	117,585	119,349	121,139
<b>Educational Manager A</b>					
1	107,377	108,988	110,623	112,282	113,966
2	121,034	122,850	124,693	126,563	128,461
<b>Educational Manager B</b>	133,523	135,526	137,559	139,622	141,716
<b>Educational Manager C</b>	142,973	145,118	147,295	149,504	151,747

<b>Classification</b>	<b>Current</b>	<b>Upon Approval by SAET (1<sup>st</sup> pp on or after)</b>	<b>12 months after Approval (1<sup>st</sup> pp on or after)</b>	<b>24 months after Approval (1<sup>st</sup> pp on or after)</b>	<b>36 months after Approval (1<sup>st</sup> pp on or after)</b>
	<b>Hourly (\$)</b>				
Hourly Paid Instructor					
4	59.40	60.30	61.20	62.10	63.05
3	90.35	91.70	93.10	94.50	95.90
2	116.95	118.70	120.50	122.30	124.15
1	121.15	122.95	124.80	126.65	128.55
Max	170.75	173.30	175.90	178.55	181.25
<b>Invigilator</b>					
1 Hour Exam	29.90	30.35	30.80	31.25	31.70
2 Hour Exam	52.20	53.00	53.80	54.60	55.40
3 Hour Exam	74.40	75.50	76.65	77.80	78.95

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

## **SCHEDULE 2- LECTURER DUTIES, PROGRESSION REQUIREMENTS FOR LECTURER LEVELS NEW TO ACCOMPLISHED AND LECTURER APPOINTMENT**

### **Lecturer Duties**

TAFE SA lecturers may be required to perform a range of educational and professional duties including, but not limited to, the duties provided in the below Schedule.

### **New to Accomplished Lecturer progression requirements**

In consideration of the entry and progression requirements review that will be undertaken in accordance with clause 4. of this Enterprise Agreement, throughout the course of the review, progression assessments will be based on required qualifications contained in the below Schedule.

Following the abovementioned review, progression from lecturer levels New to Accomplished requires the successful demonstration of capabilities at the associated proficiency level, in addition to the required qualification.

Assessment of progression is undertaken by current line manager via an assessment interview and the TAFE SA Lecturer Progression Report.

Upon receipt of a lecturer's request for a progression assessment, the line manager will have 30 days to schedule a progression assessment interview.

A lecturer aggrieved by a decision to refuse/defer progression may request an internal review of the decision. This request must be made in writing to the Chief Executive, TAFE SA.

### **Senior and Principal Lecturer appointment requirements**

Senior and Principal lecturers are appointed through merit based selection processes.

### **Study Leave**

TAFE SA encourages a supportive learning environment for its staff and as such, despite clause 7.13.2.1 of the Award, staff who have been employed as a lecturer for over 4 years will not be prevented from applying for study leave.

### **New Lecturers**

Where a New lecturer is appointed without possessing a Certificate IV in TAE 40116 or successor, TAFE SA will cover the costs associated with the qualification and provide access to study leave to support the New Lecturer to obtain the qualification.

In consideration of quality assurance, New lecturers, who are undertaking a Certificate IV in TAE whilst performing the assessment of competencies, are required to be supervised by Lecturers holding, at minimum, a Certificate IV in TAE.

A New Lecturer may be appointed without a Certificate IV Training and Assessment provided they:

- a) Hold the Enterprise Trainer skill set or its successor; and
- b) Receive exemption form the Chief Executive TAFE SA or delegate); and
- c) Complete the Certificate IV Training and Assessment 40116 (or its successor) within 12 months.

<i>Lecturer Level</i>	<i>Duties</i>	<i>Qualification</i>
<p>New</p> <p><i>Entry level lecturing staff with developing skills</i></p> <p><i>80% of relevant workgroups annualised benchmark hours of Instruction and Assessment</i></p>	<p>Delivery of training and education programs</p> <p>Implementation of a range of educational practices &amp; methodologies</p> <p>Assist in the development of resources in their own skilled area</p> <p>Establish and maintain a safe learning environment for all</p> <p>Assist in the continuous improvement of teaching programs</p> <p>Educational related records maintained</p> <p>Assist in Industry training needs analysis</p> <p>Assist in educational program planning</p> <p>Assist students in academic counselling</p>	<p>Undertaking Cert IV in TAE*</p> <p>*Lecturing staff at the New level must complete a Cert IV in TAE within 12 months of employment.</p>
<p>Lecturer</p> <p><i>Lecturing staff that have demonstrated skills and abilities to deliver teaching in a range of learning environments and using a range of methodologies and strategies</i></p> <p><i>100% of relevant workgroups annualised benchmark hours of Instruction and Assessment</i></p>	<p>Delivery of training and education programs</p> <p>Implementation of a range of educational practices &amp; methodologies</p> <p>Assist in the development of resources in their own skilled area</p> <p>Establish and maintain a safe learning environment for all</p> <p>Assist in the continuous improvement of teaching programs</p> <p>Educational related records maintained</p> <p>Assist in Industry training needs analysis</p> <p>Assist in educational program planning</p> <p>Assist students in academic counselling</p>	<p>Certificate IV in TAE</p>

<i>Lecturer Level</i>	<i>Duties</i>	<i>Qualification</i>
<p>Accomplished</p> <p><i>Highly accomplished lecturing staff that have demonstrated through practise high quality teaching practices in a range of educational methodologies</i></p> <p><i>100% of relevant workgroups annualised benchmark hours of Instruction and Assessment</i></p>	<p>Provide educational direction and coordination in programs of a small nature (Limited number of lecturers involved)</p> <p>Contribute to development of resources in area of expertise</p> <p>Actively involved in validation of program delivery and resources to ensure compliance</p> <p>Consult with industry in relevant discipline</p> <p>Engage in mentoring program of New lecturers</p> <p>Provide student academic counselling and selection process guidance</p> <p>Other lecturer duties</p>	<p>Diploma of VET</p> <p>or</p> <p>Industry Trade qualification plus Certificate IV in TAE</p>
<p>Senior</p> <p><i>Merit based selection Provide Educational leadership within their area of expertise or program area.</i></p> <p><i>100% of relevant workgroups annualised benchmark hours of Instruction and Assessment</i></p>	<p>Provide Educational leadership within their area of expertise or program area.</p> <p>Supervision &amp; coordination of delivery methodologies and preparation of timetables for program area</p> <p>Aid in the Implementation of a diverse range of educational methodologies and practices</p> <p>Lead resource development in relevant discipline and quality compliance to standards. Demonstrate quality educational practices in a diverse range of teaching methodologies</p> <p>Liaise with industry within relevant area to respond and develop ongoing training requirements</p> <p>Mentor staff within given program area</p> <p>Other duties aligned to lecturers' classification</p>	<p>Bachelor of Education (Adult education/VET)</p> <p>or</p> <p>Graduate Diploma in Adult / VET education</p> <p>or</p> <p>Qualification deemed equivalent by Classification committee</p>

<i>Lecturer Level</i>	<i>Duties</i>	<i>Qualification</i>
Principal  Merit based selection  <i>Educational leadership over a range of programs /or substantial large program. Modified I &amp; A hours to carry out Educational leadership duties as negotiated.</i>  25% reduction in relevant workgroups annualised benchmark hours of Instruction and Assessment where applicable	Model a range of high-quality educational methodologies in teaching  Responsible for the development and implementation of a diverse range of quality educational methodologies and practices within area of educational responsibility  Lead and guide the production of resource materials in area of subject matter expertise  Ensure the maintenance of educational standards (Quality assurance) and compliance  Lead high level industry engagement  Mentor and guide educational staff in on going professional and competency development  Engage & input with management regarding program workforce plan profile  Other duties as aligned to lecturers' classification.	Bachelor of Education (Adult education/VET)  or  Graduate Diploma in Adult / VET education  or  Qualification deemed equivalent by Classification committee.



### **SCHEDULE 3 - 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. Characteristics for the engagement of an Hourly Paid Instructor (HPI) include:**

- a) 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.
- b) 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.
- c) The minimum engagement for a HPI is 2 hours.
- d) HPIs are paid according to actual hours of instruction and assessment or for authorised meeting attendance.
- e) 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.
- f) 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 a TAFE SA approved method of recording actual hours.

##### **2. Workers Compensation**

Hourly Paid Instructors are eligible for compensation under the Return to Work Act 2014 (SA), 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 TAFE SA. Refer to clause 4.13.8.

**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 3.1: Employment Conditions – Hours of Work, Overtime and Leave 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](http://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:

<b>Educational Duties</b>	<b>Professional Duties</b> In consultation and under the direction of Principal Lecturers and/or Senior Lecturers:	<b>Duties Related to Delivery</b>
<p>Educational duties involve:</p> <ul style="list-style-type: none"> <li>• Delivery of Quality Training and Assessment</li> <li>• Training and assessment may also involve using a variety of learning environments, including but not limited to: <ul style="list-style-type: none"> <li>• Classrooms, Programmed Tutorials</li> <li>• Workshops</li> <li>• Industry/Workplace</li> <li>• Online</li> <li>• Community Education (eg. ACE)</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Program advice to students</li> <li>• Specialist assistance to facilitate students' learning</li> <li>• Contribute to the implementation of new technologies and techniques within the scope of their delivery</li> <li>• 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.</li> </ul>	<p>Those duties that assist in the delivery of quality education and training</p> <ul style="list-style-type: none"> <li>• Contribute to Team/Program Planning</li> <li>• Preparation</li> <li>• Marking</li> <li>• Making professional educational decisions associated with the delivery and assessment of units that they are delivering.</li> <li>• Maintenance of aids, teaching equipment that is required as part of their delivery</li> </ul>

<p>delivery)</p> <p>Delivery strategies and methodologies may include:</p> <ul style="list-style-type: none"> <li>• Recognition of Prior Learning (RPL) assessment</li> <li>• Flexible delivery and distance education</li> <li>• A variety of appropriate delivery methods and assessment</li> <li>• Record keeping relating to students and resources</li> </ul>		
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#### E. Class of Instruction

Class	Description
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<b>Class 1</b>	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.
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<b>Class 2</b>	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.
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<b>Class 3</b>	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.
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<b>Class 4</b>	This category may be used:
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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	Meetings and Professional Development
	TEACHING (* HPI Rates are detailed in Schedule 1)	TUTORING 2/3 of (*)			
CLASS 1	90R4501	N/A	N/A	N/A	NA
CLASS 2	90R4301	90R7201	90R6401	90R3201	NA
CLASS 3	90R4201	90R7301	90R6301	90R3301	NA
CLASS 4	90R4001	90R7501		90R3501	90R4101

**2. Adult Community Education**

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

**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 "I work for SA" online jobs board" 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.