

# **Victorian TAFE Teaching Staff Multi-Enterprise Agreement 2015**

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## **1. TITLE**

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- 1.1 This Agreement shall be known as the Victorian TAFE Teaching Staff Multi-Enterprise Agreement 2015 (**Agreement**).

## **2. COVERAGE**

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The parties to this Agreement are:

- (a) the Employers listed in Schedule 2; and
- (b) the Australian Education Union and any other bargaining representative if a notice is provided to the Commission pursuant to section 183(1) of the *Fair Work Act 2009* (Cth) (**FW Act**).

## **3. APPLICATION AND SCOPE OF THE AGREEMENT**

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This Agreement shall apply according to its terms to the employment of Employees of the Employers listed in Schedule 2 who are eligible to be members of the AEU other than Industrial Skills Instructors and who were covered by the 2009 Agreement immediately before the Operative Date of this Agreement.

## **4. DATE AND PERIOD OF OPERATION**

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This Agreement shall come into operation 7 days after the date of approval by the Fair Work Commission (**Operative Date**) and its nominal expiry date is 2 July 2016.

## **5. NEGOTIATION OF REPLACEMENT AGREEMENT/S**

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- (a) By no later than 1 December 2015, the parties shall commence negotiations in good faith for future industrial relations arrangements that will:
  - (i) ensure the long-term sustainability of the public TAFE Institute system within the vocational education and training system; and
  - (ii) facilitate the provision of responsive, relevant and the highest quality vocational education and training that meets the needs of students and the modern economy.
- (b) To this end the parties commit to genuine reforms in, teaching and learning practice, service delivery and flexibility in the successor agreement(s) in acknowledgement of the pay increases provided in this Agreement and the commitment of the Victorian Government and the parties to the public TAFE Institute system.

## **6. LUMP SUM PAYMENT**

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- (a) In the first pay period following the Operative Date of the Agreement:
  - (i) each full-time teaching employee who was employed at the Operative Date will receive a payment of \$2,000.00 (gross); and

- (ii) each part-time teaching employee who was employed at the Operative Date will receive a pro rata payment amount based on \$2,000.00 (gross); and
  - (iii) each employee who was employed at the Operative Date will receive a payment equal to the additional amount they would have received in wages if clause 9(g) of this Agreement had applied since 8 September 2015, being the date that in-principle agreement was reached, less applicable tax.
- (b) For the avoidance of doubt, no payment is payable under clause 6(a)(i) or 6(a)(ii) to a casual employee.

## **7. NO FURTHER CLAIMS**

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It is a term of this Agreement that there will be no further claims on matters covered by the Agreement before the nominal expiry date of this Agreement. The parties also acknowledge that there is no intention for any further salary increases to be awarded before 31 December 2016 (at the earliest) whether through a successor agreement(s) or otherwise.

## **8. ROLLOVER OF VICTORIAN TAFE TEACHING STAFF MULTI-BUSINESS AGREEMENT 2009**

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- (a) Subject to clause 9 of this Agreement, the terms and conditions of the *Victorian TAFE Teaching Staff Multi-Business Agreement 2009*, including its Schedules and Appendices (**2009 Agreement**) in operation immediately before the Operative Date of this Agreement shall be read in conjunction with this Agreement.
- (b) The terms of this Agreement shall prevail over the terms of the 2009 Agreement to the extent of any inconsistency.

## **9. MODIFICATION OF TERMS OF 2009 AGREEMENT**

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The 2009 Agreement should be read as modified by the following provisions:

- (a) Clause 10.1 should be read as including the words "*or the National Employment Standards*" after the words "*this Agreement*";
- (b) Clause 12 should be read as including the following sub-clauses:
  - 12.8. *A Replacement Employee is an Employee engaged to perform the work of another Employee who is going to take, or is taking, unpaid parental leave.*
  - 12.9. *Before the Employer engages a Replacement Employee, the Employer must notify the Replacement Employee:*
    - (a) *that the engagement to perform that work is temporary; and*
    - (b) *of the rights the Employer and the Employee taking unpaid parental leave each have, which provide a right to cancel the leave if the pregnancy ends other than by*

*the birth of a living child or if the child dies after birth;  
and*

- (c) *of the rights the Employee taking unpaid parental leave has:*
- (i) *to end the leave early if the pregnancy ends other than by the birth of a living child or if the child dies after birth; and*
  - (ii) *the return to work guarantee; and*
  - (iii) *Employer's right to require the Employee taking unpaid parental leave to return to work if the Employee ceases to have any responsibility for the care of the child;*
- (c) Clause 14.1 should be read as “Employees carry out their professional duties for 38 hours per week and may from time to time, be requested to work reasonable additional hours”;
- (d) Appendix 2 and Appendix 4 will be of no effect;
- (e) In the 2009 Agreement read the name of the entity in the first column as being the name of the entity in the second column;

<b>Column 1</b>	<b>Column 2</b>
Bendigo Regional Institute of Technical And Further Education	Bendigo Kangan Institute
Box Hill Institute of Technical And Further Education	Box Hill Institute of TAFE
Chisholm Institute of Technical and Further Education	Chisholm Institute
Central Gippsland Institute of Technical and Further Education	Federation Training
East Gippsland Institute of Technical and Further Education	Federation Training
Gordon Institute of Technical and Further Education	Gordon Institute of TAFE
Goulburn Ovens Institute of Technical and Further Education	Goulburn Ovens Institute of TAFE
Holmesglen Institute of Technical and Further Education	Holmesglen Institute of TAFE
Kangan Batman Institute of Technical and Further Education	Bendigo Kangan Institute

Northern Melbourne Institute of Technical and Further Education	Melbourne Polytechnic
South West Institute of Technical and Further Education	South West Institute of TAFE
Sunraysia Institute of Technical and Further Education	Sunraysia Institute of TAFE
William Angliss Institute of Technical and Further Education	William Angliss Institute of TAFE
Wodonga Institute of Technical and Further Education	Wodonga Institute of TAFE

- (f) Sub-clauses 21.1 and 21.2 of Schedule 6 should be read: “An employee’s entitlement to paid annual leave accrues progressively during a year of service according to the employee’s ordinary hours of work, and accumulates from year to year”;
- (g) For Schedule 1 (Annual Salaries and Casual Rates of Pay) in the 2009 Agreement, read Schedule 1 (Annual Salaries and Casual Rates of Pay) of this Agreement; and
- (h) For Schedule 2 (Employer Respondents) of the 2009 Agreement, read Schedule 2 (Employer Respondents) of this Agreement.

## **10. INDIVIDUAL FLEXIBILITY TERM**

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- (a) An Employer and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
  - (i) the agreement deals with 1 or more of the following matters:
    - (A) part-time employment;
    - (B) skill-based career path;
    - (C) annual leave loading;
    - (D) hours of work;
    - (E) public holidays;
    - (F) annual leave;
    - (G) long service leave;
    - (H) parental leave; and
  - (ii) the arrangement meets the genuine needs of the Employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and

- (iii) the arrangement is genuinely agreed to by the Employer and employee.
- (b) The Employer must ensure that the terms of the individual flexibility arrangement:
  - (i) are about permitted matters under section 172 of the FW Act; and
  - (ii) are not unlawful terms under section 194 of the FW Act; and
  - (iii) result in the employee being better off overall than the employee would be if no arrangement was made.
- (c) The Employer must ensure that the individual flexibility arrangement:
  - (i) is in writing;
  - (ii) includes the name of the Employer and employee;
  - (iii) is signed by the Employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee;
  - (iv) includes details of:
    - (A) the terms of this Agreement that will be varied by the arrangement;
    - (B) how the arrangement will vary the effect of the terms;
    - (C) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (v) states the day on which the arrangement commences.
- (d) The Employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The Employer or employee may terminate the individual flexibility arrangement:
  - (i) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (ii) if the Employer and employee agree in writing at any time.

## **11. LONG SERVICE LEAVE ARRANGEMENTS FOR CASUAL EMPLOYEES**

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- (a) In the case of a casual employee who was not entitled to long service leave under the 2009 Agreement, then pursuant to section 113A(2) of the FW Act, the employee's period or periods of service while the 2009 Agreement was in operation will not count as service for the purpose of determining whether the employee is qualified for long service leave, or the amount of long service leave to which the employee is entitled, under State legislation or the FW Act.

- (b) For the avoidance of doubt, the operation and effect of clause 13.17 of the 2009 Agreement (incorporated into this Agreement by clause 88) will not be affected by clause 11(a)).
- (c) The effect of this clause is that, in the case of a casual employee who was not entitled to long service leave under the 2009 Agreement, the employee will start to accrue long service leave under the *Long Service Leave Act 1992* (Vic) after the Operative Date.

## **12. COUNTERPARTS**

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This Agreement may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the agreement of each party who has executed that counterpart.



## SCHEDULE 1

1. Employees shall be paid the salary appropriate to their classification as set out in the table below.

Classification	Immediately before Operative Date	+2.5% on and from 8 September 2015	+2.5% on and from 1 July 2016
SE3	\$89,175	\$91,404	\$93,689
SE2	\$86,613	\$88,778	\$90,998
SE1	\$84,050	\$86,151	\$88,305
T5	\$81,488	\$83,525	\$85,613
T4.2	\$75,443	\$77,329	\$79,262
T4.1	\$70,899	\$72,671	\$74,488
T3.2	\$69,076	\$70,803	\$72,573
T3.1	\$64,265	\$65,872	\$67,518
T2.2	\$62,951	\$64,525	\$66,138
T2.1	\$59,281	\$60,763	\$62,282
T1.2	\$54,641	\$56,007	\$57,407
T1.1	\$50,856	\$52,127	\$53,431

2. Casual teachers shall be paid the hourly rates as set out in the table below.

	Immediately before Operative Date	+2.5% on and from 8 September 2015	+2.5% on and from after 1 July 2016
Casual - Diploma Qualified -Teaching Duty Hour	\$64.31	\$65.92	\$67.57
Casual – Certificate IV Qualified - Teaching Duty Hour	\$61.88	\$63.43	\$65.01
Casual – Diploma Qualified – Non Teaching Duty Hour	\$43.71	\$44.80	\$45.92
Casual – Certificate IV Qualified – Non Teaching Duty Hour	\$42.06	\$43.11	\$44.19

## **SCHEDULE 2**

1. Bendigo Kangan Institute.
2. Box Hill Institute of TAFE.
3. Chisholm Institute.
4. Federation Training.
5. Gordon Institute of TAFE.
6. Goulburn Ovens Institute of TAFE.
7. Holmesglen Institute of TAFE.
8. Melbourne Polytechnic.
9. South West Institute of TAFE.
10. Sunraysia Institute of TAFE.
11. William Angliss Institute of TAFE.
12. Wodonga Institute of TAFE.

### **SCHEDULE 3**

Victorian TAFE Teaching Staff Multi-Business Agreement 2009.

**SIGNATORIES TO AGREEMENT**

**SIGNED** for and on behalf of )  
**AUSTRALIAN EDUCATION UNION** by its )  
duly authorised representative )

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full Name (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

**SIGNED** for and on behalf of **BENDIGO** )  
**KANGAN INSTITUTE** by its duly )  
authorised representative )

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full Name (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

**SIGNED** for and on behalf of **BOX HILL** )  
**INSTITUTE OF TAFE** by its duly )  
authorised representative )

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full Name (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

**SIGNED** for and on behalf of **CHISHOLM INSTITUTE** by its duly authorised representative )  
)  
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Signature of authorised representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full Name (please print)

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Title

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Address

**SIGNED** for and on behalf of **FEDERATION TRAINING** by its duly authorised representative )  
)  
)

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Signature of authorised representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full Name (please print)

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Title

\_\_\_\_\_  
Address

**SIGNED** for and on behalf of **GORDON INSTITUTE OF TAFE** by its duly authorised representative )  
)  
)

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full Name (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

**SIGNED** for and on behalf of **GOULBURN OVENS INSTITUTE OF TAFE** by its duly authorised representative )  
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Signature of authorised representative

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Date

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Full Name (please print)

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Title

\_\_\_\_\_  
Address

**SIGNED** for and on behalf of  
**HOLMESGLEN INSTITUTE OF TAFE** by  
its duly authorised representative

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Signature of authorised representative

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Date

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Full Name (please print)

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Title

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Address

**SIGNED** for and on behalf of  
**MELBOURNE POLYTECHNIC** by its duly  
authorised representative

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Signature of authorised representative

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Date

\_\_\_\_\_  
Full Name (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

**SIGNED** for and on behalf of **SOUTH  
WEST INSTITUTE OF TAFE** by its duly  
authorised representative

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\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full Name (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

**SIGNED** for and on behalf of **SUNRAYSIA** )  
**INSTITUTE OF TAFE** by its duly authorised )  
representative )

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full Name (please print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

**SIGNED** for and on behalf of **WILLIAM** )  
**ANGLISS INSTITUTE OF TAFE** by its duly )  
authorised representative )

\_\_\_\_\_  
Signature of authorised representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Full Name (please print)

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Title

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Address

**SIGNED** for and on behalf of **WODONGA** )  
**INSTITUTE OF TAFE** by its duly authorised )  
representative )

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Signature of authorised representative

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Date

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