

EXTRACT

SCHEDULE 7 MEMORANDUM OF UNDERSTANDING

BETWEEN

Australian Education Union (AEU)

and

The Employer Respondents to the
Victorian TAFE Teaching Staff Multi Employer Certified Agreement 2003 (MECA)
(AG835152)

RE INTERPRETATION AND CLARIFICATION OF ASPECTS OF THE MECA AND
NOW THE VICTORIAN TAFE TEACHING STAFF MULTI-BUSINESS AGREEMENT
2009 (MBA)

Preamble

The Institute Boards and the AEU (the parties) have negotiated a MBA, which is intended to operate from the date of lodgment with the Workplace Authority with a nominal expiry date of 30 September 2012.

The purpose of this MOU is to record the intentions of the parties in respect of a number of provisions in the MECA and to provide an agreed interpretation or practical guidance in implementing a number of these provisions.

MECA conditions and other employment conditions

(Note: interrelationship with clauses 6, 7 and 18)

It is intended that where an Institute engages staff to teach, lecture or manage or develop TAFE programs, those employees are to be employed pursuant to the terms of the MBA. Those employees are to be classified pursuant to the MBA and the terms and conditions contained in the MBA will apply.

Allocation of Duties and Scheduled Duties

(Note: interrelationship with clauses 7(16), 16.2, 16.3, and 16.4)

The annual teaching load for a full time teacher is variable and based upon the actual teaching duty hours performed according to the terms of the Award (AP816514) and the MBA. The annual workload for a full-time teacher will be based upon the following:

Annual Leave	152 hours
Public Holidays	76 hours
Scheduled Duties:	
Maximum Teaching Duties	800 hours
Other Scheduled Duties	160 hours
Non-Scheduled Duties:	
Maximum Preparation and Correction	400 hours
Other Non Scheduled Duties	<u>388 hours</u>
Total annual hours	1976

Note: Teachers can agree to perform excess teaching duty hours in addition to the maximum outlined above.

Of these 1976 hours, 1748 hours are accountable.

Within this 1748 hours, the maximum scheduled duties including teaching duties is 960 hours per annum. The maximum hours accountable to preparation, correction and other duties are 788 per annum.

Of the 788 hours of Non Scheduled Duties, 400 hours comprise the maximum preparation and correction and a minimum of 388 hours which are to be accounted for and will be duties that are agreed between the employer and the teacher to support their teaching and other professional work.

These duties are essentially duties which ensure a teacher is equipped with the appropriate teaching techniques/strategies to maximise student outcomes. They also involve a commitment and contribution to educational activities which may or may not be directly related to the classroom.

Allocation of Duties and Consultation Arrangements

(Note: interrelationship with clause 16.3 and 16.4)

The reference in clauses 16.3 and 16.4 to consultation and agreement of the teacher is to be taken as requiring the agreement of the teacher undertaking teaching duty hours. Therefore consultation and agreement of a teacher in the Senior Educator class is not required where that teacher does NOT undertake teaching duty hours.

Contract of Employment and Contract Conversion

(Note: interrelationship with clause 12.3)

This clause does not apply during the life of the initial fixed-term contract.

The clause is intended to apply where an employee has breaks in their various periods of fixed-term employment or where the employee is nearing completion of their second (or more) fixed-term contract.

In either of these situations and where the employer is intending for the work to continue, the employee can apply to have their employment converted to ongoing, which will be considered by the employer.

Allocation of Duties and Time Allowances application to Senior Educators

(Note: interrelationship with clauses 16 and 17)

Where an employee translated to Senior Educator on 28 June 2004 or was/is appointed to a Senior Educator position subsequent to that date and is required to undertake teaching duty hours, that employee is entitled to a pro-rata application of the provisions applying to Teachers contained in clauses 18.6 and 18.7 of the Award (AP816514), including time allowances as specified in clause 17 of the MBA, in proportion to their teaching duties as a fraction of the maximum teaching duty hours of a full time teacher.

By way of illustration, prior to 28 June 2004, a full-time Program Co-ordinator had a maximum of 800 Teaching Duty Hours with a reduction of 240 hours for their coordinator duties. Under the MBA where an employee translated on 28 June 2004, or was/is appointed to a Senior Educator 1 position, and continues to do program co-ordination and teaching duties, then that employee will continue to have a minimum entitlement of 240 hrs deducted from their teaching duty hours for their program coordination duties.

Excess Teaching Duty Hours

(Note: interrelationship with clauses 19.19.1)

The parties have used the word 'amount' rather than 'loading' because full-time employees are already paid an ordinary hourly rate of pay for work within the 38 hour week. Thus the new word 'amount' indicates that in addition to the ordinary hourly rate of pay they have already received, they will receive an amount of 50% of that rate for each 'excess hour'.

Note: different rates apply where the work is outside the span of ordinary hours, see clauses 19.19.2 & 3

Excess Teaching Duty Hours application to part-time workers

(Note: interrelationship with clauses 19.15 to 19.20)

It is not intended by the parties that part-time employees are to be disadvantaged by comparison with full-time employees through the introduction of the new 'excess hour' arrangements in the MECA and which is continued in the MBA. The parties agree that where 'excess hours' are performed by part-time employees on days outside the days they are employed to attend, then such hours will be paid at the rates in clauses 19.19.2 and 19.19.3.