

**WITHOUT PREJUDICE BASIS FOR SETTLEMENT OF CIT ENTERPRISE AGREEMENT NEGOTIATIONS**  
**AS AT 18 JUNE 2009**

ISSUE	TAFE Council position 5/6/09	Status as at 18 June 2009
<b>Duration of Agreement</b>	2 years	Agreed. Anticipated expiry date 30June 2011.
<b>Quantum of increase</b>	2% in 2009 from 1 July 2009 2.5% in 2010 from 1 July 2010	Agreed.
<b>Weekly Attendance</b>	Required weekly attendance time to remain at 30 hours.	Agreed.
<b>Overtime payments</b>	Individuals will choose whether overtime payment is to be made to them on a fortnightly basis or annual basis. Where fortnightly payment is elected, and Annual Hours requirement of 720 is not met, overtime payment will be recovered using the Overpayment Arrangements as they apply across the ACTPS through the common core template provision. The method for calculating the amount of overtime to be repaid will be agreed. .	Agreed. Clause drafted allows individual to elect once each year whether overtime payment is made fortnightly or annually. Annual limit of 70 hours unless otherwise agreed with the AEU remains in place. No distinction between profile work and commercial work in terms of treatment for O/T purposes. Any overtime recovered will be paid back at the rate at which it was received (i.e. casual delivery rate)
<b>Increase in Teaching Year from 36 weeks to 42 weeks</b>	Individual teachers may agree to increase their teaching weeks from 36 weeks to 42 weeks. The clause around this matter must make clear that it is a matter of choice for an individual teacher to work beyond 36 weeks, but does not require written agreement.	Teaching load of 720 hours may be performed over a span of 36-42 weeks as required. Teacher & manager/Centre Director negotiate scheduling of teaching duties, but CIT reserves right to direct span where mutual agreement cannot be achieved. Not intended to change current capacity for teaching to be completed in less than 36 weeks, except that minimum number of 30 teaching weeks is required.  Agreed subject to settlement of Dispute Resolution clause provisions.

<p><b>Direct Teaching Duties and Duties Other Than Teaching</b></p>	<p>The parties to finalise negotiations on the AEU's proposed Direct Teaching Activities and Duties Other Than Teaching clause.</p>	<p>Direct teaching duties include but are not limited to: Teaching delivery &amp; assessment in classrooms; training &amp; assessment in the field; workplace training &amp; assessment in situ; teaching delivery &amp; assessment in distance &amp; on-line mode.</p> <p>Duties other than teaching include but are not limited to: Student administration tasks; preparation of teaching materials/courses; travel time between work sites; attendance at staff meetings/CIT events; industry/employer liaison; supporting international students; user choice tasks; curriculum review &amp; development; moderation of assessment. These duties receive hour-for-hour recognition towards annual teaching load, as do direct teaching duties.</p> <p>Teachers performing coordination tasks are entitled to negotiation with their supervisor recognition for these tasks as either direct teaching hours or duties other than teaching. Plus commitment to consult with the AEU about progress with projects designed to reduce teacher workload, and to monitor this clause and address any issues that arise from it.</p>
<p><b>Dispute Resolution Clause</b></p>	<p>Parties to finalise proposed wording of a Dispute Resolution clause expanding definition of dispute to include "employment matters in general".</p>	<p>This matter is still not resolved, and is currently being considered by Government.</p>
<p><b>Central funding pool for teacher education</b></p>	<p>Provision of a central funding pool for teacher</p>	<p>Contracts of 3 years or more will be eligible.</p>

	education release to apply to permanent teachers and to teachers on contracts of at least 2 years' duration. (The contract duration period may be negotiable).	
<b>Flex-time for EDS positions</b>	The parties to finalise a clause regarding provision of flex-time for EDS positions.	Agreed. Clause drafted to reflect this option.
<b>Public Holiday pay for Casual Teachers</b>	As previously agreed, the parties to finalise a clause restoring public holiday pay for casual teachers.	Agreed. Word "not" deleted from current clause.
<b>Teacher Band 4</b>	The parties finalise a clause based on the CIT proposal to "grandfather" existing TB4s and give future TB4s a cross-institute role.	Agreed. Current TB4s maintained till expiry of contract; positions then advertised & filled using JSC process. CIT will consult with AEU about the creation & purpose of cross-institute TB4 positions.
<b>Common Core Template Conditions</b>	The parties to finalise the outstanding issues over inclusion of the ACT Public Sector wide Common Core template conditions within our enterprise agreement.	Agreed. This work was all but completed 18 June 2009. Few issues still to sort, but mostly done. Key issues still to be resolved in the Dispute Resolution clause.
<b>Higher Education Teaching Load</b>	The parties to finalise a clause requiring an agreed maximum teaching load for teachers engaged in Higher Education delivery.	Agreed. Reduction of up to 80hrs in teaching load may be negotiated (pro rata for part-time). Joint monitoring of implementation and commitment to address any issues arising.
<b>No reductions to any other working conditions</b>	No changes to any matters other than those specified in this document.	Agreed.
<b>CITSOL</b>	CITSOL will remain outside the parameters of negotiations for the 2009-2010 Enterprise Agreement.	Agreed.
<b>Deferred Salary Scheme</b>	As previously agreed, the parties will finalise a clause to provide for a Deferred Salary Scheme.	Agreed.

<b>OTHER ISSUES OF INTEREST</b>		
Stat Decs for personal leave.		Will be accepted for absences of up to 3 consecutive days. CIT reserve right to require med certificate & will advise requirement or not when teacher advises of absence.
Consultation with AEU prior to setting calendar Classification Review	ACTPS General Core provision. CIT want to exclude "class actions" where groups of employees request a review; AEU wants to retain this part of the provision.	Agreed. Core provision adopted.
Promotional positions review (CI 128)	CIT wished to delete this clause.	Agree to retain a clause that commits parties to review use, roles & conditions of AST, STP, TB2 and TB3 over life of agreement.
Backfilling of STP positions	CIT sought capacity to fill STP positions when the incumbent is absent (e.g. on leave), or for creation of STP positions of less than 1 semester.	Agreed. Clause amended to create this capacity.
Casual Teaching rates of pay		Clause amended to accommodate the Direct Teaching & DOTT clause. No change to actual conditions, just updating of language.
Maternity Leave	Paid maternity Leave increased from 14 weeks to 18 weeks	ACT government election commitment honoured