

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA04/324

**TITLE: TAFE NSW Riverina Institute National Aerospace Training
Centre of Excellence (NATCOE) Enterprise Agreement 2004**

I.R.C. NO: IRC4/5425

DATE APPROVED/COMMENCEMENT: 6 December 2004/1 October 2004

TERM: 36 months

**NEW AGREEMENT OR
VARIATION:** New

GAZETTAL REFERENCE: 21 January 2005

DATE TERMINATED:

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by NSW TAFE Commission, 35, Bridge Street, Sydney 2000, engaged as educational staff employed at the National Aerospace Training Centre of Excellence based at the RAAF Base Wagga

PARTIES: NSW TAFE Commission -&- the New South Wales Teachers Federation

TAFE NSW RIVERINA INSTITUTE NATIONAL AEROSPACE TRAINING CENTRE OF EXCELLENCE (NATCOE) ENTERPRISE AGREEMENT 2004

Table of Contents

1. Introduction
2. Definitions
3. Employment Arrangements
4. Qualification Requirements
5. NATCOE Year
6. Hours of Work
7. Annual Salary - Chief Instructor and Senior Instructors
8. Instructor's Minimum Annual Salary for Delivery of Educational and Training Support Services
9. Annual Review of Instructor's Minimum Annual Salary
10. Hourly Rate of Pay for Instructor's Base Program for Delivery of Educational and Training Support Services
11. Hourly Rate of Pay for Excess Hours for Delivery of Educational and Training Support Services
12. Hourly Rate of Pay for Duties Other Than Teaching (DOTT)
13. Hourly Rate of Pay for Courseware Development
14. Payment for Courseware Development undertaken on a Full Time Basis
15. Compensation for Excess Travel and Travel Expenses on Official Business
16. Leave
17. Training and Development
18. Dispute Resolution Procedures
19. No Further Claims
20. Anti-Discrimination
21. Industrial Rights
22. Deduction of Union Membership Fees
23. Duration of Enterprise Agreement

Schedule 1 - Instructor's Hourly Rate Adjustment Formula

Schedule 2 - Applicable Award Provisions Referred to in Enterprise Agreement clauses 16, 17, 18, 20, 21 and 22.

1. Introduction

- 1.1 This is an Enterprise Agreement made between the NSW TAFE Commission (TAFE NSW) and the New South Wales Teachers Federation (NSWTF) regulating the conditions of employment of NATCOE educational staff with the aim of recognising its uniqueness and ensuring the commercial viability of NATCOE and the long term employment of its educational staff.
- 1.2 Unless expressly provided otherwise, the provisions of the Award shall not apply to employees covered by this Agreement.

2. Definitions

- 2.1 "ABS Wage Cost Index" means the ABS 6345.0 Wage Cost Index, Australia, Table 5B. Wage Cost Index - Total Hourly Rates of Pay Excluding Bonuses, Sector by Industry (Quarterly Index Numbers) - Public (b), Education.

- 2.2 "Award" means the Crown Employees (Teachers in Schools and TAFE and Related Employees) Salaries and Conditions Award 2004 or any replacement award made in respect of TAFE NSW teachers and related employees.
- 2.3 "Australian Defence Force" means the combined military arms of the Commonwealth of Australia which includes the Royal Australian Air Force (RAAF), the Royal Australian Navy (RAN) and the Australian Regular Army (ARA).
- 2.4 "Base Program" means the required hours of attendance as specified in subclause 6.7 of this Enterprise Agreement.
- 2.5 "Chief Instructor" means a teacher engaged as such at NATCOE on a full time basis to provide leadership in educational and training support services and overall supervision and co-ordination of Senior Instructors, delivered or required to be delivered under the RAAF Contract.
- 2.6 "Courseware Development" means development of aviation engineering and technical training courseware, delivered or required to be delivered under the RAAF Contract.
- 2.7 "Duties Other Than Teaching" means educational associated services other than Educational and Training Support Services or Courseware Development delivered or required to be delivered under the RAAF Contract.
- 2.8 "Educational and Training Support Services" means educational and training support services, including educational delivery, education support (tuition, training tuition and remediation) and Commanding Officer's discretion, delivered or required to be delivered under the RAAF Contract.
- 2.9 "Employee" means a person employed on a full time or part time basis in a classification covered by this Enterprise Agreement by the Managing Director or delegate under the provisions of the *TAFE Commission Act 1990* on a fixed term contract basis.
- 2.10 "Institute Director" means the Institute Director, TAFE NSW - Riverina Institute.
- 2.11 "Instructor" means a teacher engaged as such at NATCOE on a part time basis to provide educational and training support services delivered or required to be delivered under the RAAF Contract.
- 2.12 "Managing Director" means the Managing Director of TAFE NSW.
- 2.13 "Minimum Annual Salary" means the salary as provided for in clause 8 - Instructor's Minimum Annual Salary for Delivery of Educational and Training Support Services, and clause 9 - Annual Review of Instructor's Minimum Annual Salary, of this Enterprise Agreement.
- 2.14 "NATCOE" means the National Aerospace Training Centre of Excellence which is based at RAAF Base Wagga, and is a campus of TAFE NSW - Riverina Institute.
- 2.15 "NSWTF" means the New South Wales Teachers Federation.
- 2.16 "Parties" mean TAFE NSW and the NSWTF.
- 2.17 "Program" means an Instructor's overall program of educational and training support services, Duties Other Than Teaching (DOTT) and Courseware Development as set out in subclauses 6.4, 6.5, 6.6, 6.7, 6.11, 6.12 and 6.14 of this Enterprise Agreement.
- 2.18 "RAAF Contract" means Contract Number V310082 - Provision of Aviation Technical Training for the Australian Defence Force (ADF), between the Commonwealth and TAFE NSW - Riverina Institute.
- 2.19 "RAAF Schedule of Ground Training" means the document that details courses to be conducted at the RAAF School of Technical Training as issued by Headquarters RAAF Training Command.

- 2.20 "Senior Instructor" means a teacher engaged as such at NATCOE on a full time basis to provide leadership in educational and training support services and overall supervision of Instructors, for services delivered or required to be delivered under the RAAF Contract.
- 2.21 "TAFE" and "TAFE NSW" means the NSW TAFE Commission.

3. Employment Arrangements

- 3.1 From the commencement of this Enterprise Agreement, all existing Instructors engaged as casual employees and the Chief Instructor and Senior Instructors at NATCOE shall be employed on a fixed term contract basis aligned with the duration of the RAAF Contract.
- 3.2 Should the RAAF Contract be varied, renewed and/or extended these employment arrangements shall be reviewed by the parties with a view to offering employment aligned with the RAAF Contract as varied, renewed and/or extended.
- 3.3 The filling of vacant positions shall be by way of a merit based recruitment and selection process in line with TAFE NSW Recruitment and Staff Selection Policy. Vacant positions shall be advertised concurrently in the TAFE Commission Gazette and the external press.
- 3.4 The provisions in this Enterprise Agreement relating to the adjustment of rates of remuneration by reference to the ABS Wage Cost Index are not to be used by TAFE, the Department of Education and Training or the NSWTF as a precedent in any future negotiations or court or tribunal proceedings whatsoever.

4. Qualification Requirements

- 4.1 Instructors at NATCOE shall be required to satisfy the minimum qualifications stipulated in Schedule A of the RAAF Contract. These qualifications are as follows:
- 4.1.1 Minimum Technical or Trade Qualifications. Instructors shall have the minimum technical trade qualifications appropriate to the trade or discipline directly related to the area in which the person will instruct. The qualifications shall be accredited by Australian or New Zealand Vocational Educational and Training Accreditation Agencies.
- 4.1.2 Minimum Experience Levels. Instructors shall have five years or more post basic trade qualification experience in a trade or discipline appropriate to the area in which the person is to instruct.
- 4.1.3 Minimum Instructional Qualifications. Instructors shall have satisfactorily completed a Certificate IV in Assessment and Workplace Training or a Defence acceptable equivalent, such as the RAAF Instructional Technique course. Instructional staff are required to be certified Workplace Assessors.

5. NATCOE Year

- 5.1 NATCOE shall operate for a period of 49 weeks in a calendar year, during which the facility may be open and utilised to deliver services required under the RAAF Contract, and have a 3 week close down period surrounding Christmas and the New Year.
- 5.2 The dates of the close down period shall be those as determined by the Australian Defence Force and may vary from year to year.

6. Hours of Work

- 6.1 The parties agree to a flexible approach in relation to working hours and working arrangements at NATCOE to deliver the requirements of the RAAF Contract.

- 6.2 The arrangements for the Chief Instructor shall be based on the averaging over the NATCOE year of a normal weekly full time attendance of 35 hours over 47 weeks of the year - i.e. 1645 hours per annum.
- 6.3 A Senior Instructor's program shall be developed by the Chief Instructor in consultation with the Senior Instructor and shall be based on a normal weekly full time attendance of 35 hours over 47 weeks of the year, of educational and training support services and administration averaged, over the NATCOE year as follows:
- | | |
|---|---------------|
| Educational and Training Support Services | - 470 hours |
| Administration | - 1175 hours. |
- 6.4 An Instructor's program for each semester for the delivery of educational and training support services may vary year to year, having regard to fluctuations in the RAAF Contract requirements.
- 6.5 An Instructor's program shall be developed by his/her supervising Senior Instructor in consultation with the Instructor prior to the commencement of each semester. Where feasible, the days and hours of attendance shall be provided at least 3 weeks in advance.
- 6.6 An Instructor's Base program shall be less than full time (i.e. less than 30 hours per week) averaged over the NATCOE Year.
- 6.7 From the commencement of this Enterprise Agreement and for the remainder of the 2004 calendar year, the required ordinary hours of attendance under an Instructor's Base program shall be based on a normal weekly attendance of 19.5 hours of educational and training support services per week, ie 229.125 hours per term or 916.5 hours per annum.
- 6.8 Method of Payment - Instructors other than Instructors undertaking courseware development on a full time basis, may elect at the beginning of each calendar year, subject to the provisions of this Enterprise Agreement, to be paid either on an averaging or actual hours worked basis.
- 6.9 Under the averaging method of payment option the Instructor shall be paid in regular fortnightly instalments based on the normal weekly attendance set out in subclause 6.7.
- 6.10 Under the actual hours worked method of payment option, Instructors shall be paid for actual educational and training support services hours worked each fortnight and paid the hourly rate set out in subclause 10.1 until the Instructor has worked 916.5 hours of educational and training support services and thereafter the Instructor shall be paid the excess hourly rate as set out in subclause 11.1 for all educational and training support services hours worked in excess of 916.5.
- 6.11 Under the averaging method of payment option, any educational and training support services undertaken from the commencement of this Enterprise Agreement, that exceeds the average hours per term per the Instructor's Base program as set out in subclause 6.7, shall be paid as excess hours at the rate set out in subclause 11.1, at the end of the term. Such excess hours shall not be included for the purposes of determining an Instructor's ordinary hours of attendance requirements under subclauses 6.6 and 6.7 of this Enterprise Agreement.
- 6.12 Payment for duties other than teaching (DOTT) and/or courseware development duties undertaken shall be paid at the appropriate hourly rate in accordance with subclauses 12.1 and 13.1, on a fortnightly basis. Such hours of duties other than teaching (DOTT) and/or courseware development duties shall not be included for the purposes of determining an Instructor's ordinary hours of attendance requirements under subclauses 6.6 and 6.7 of this Enterprise Agreement.
- 6.13 A Senior Instructor's program of educational and training support services and administration shall be developed by the Chief Instructor in consultation with the Senior Instructor prior to the commencement of each semester.
- 6.14 The programs as referred to in subclauses 6.3 to 6.13 above, including scheduled days and hours of attendance, may be varied so as to ensure the training requirements covered in the RAAF Schedule of Ground Training and any other specific requirements of the RAAF Contract are achieved.

7. Annual Salary - Chief Instructor and Senior Instructors

- 7.1 From the commencement of this Enterprise Agreement the salary for the Chief Instructor shall be \$85,526.
- 7.2 From the commencement of this Enterprise Agreement the salary for Senior Instructors shall be \$83,072.
- 7.3 The Chief Instructor and Senior Instructors salaries shall be increased by 3.5% from the first pay period commencing on or after 1 January 2005. Thereafter the Chief Instructor and Senior Instructors salaries shall be reviewed annually and adjusted in line with the ABS Wage Cost Index. The same percentage adjustment that is made to the Instructor's hourly rate shall also be applied to the Chief Instructor and Senior Instructor's salaries. Schedule 1 to this Enterprise Agreement sets out the Instructor's Hourly Rate Adjustment Formula.
- 7.4 Any adjustments to the Chief Instructor and Senior Instructors salaries arising from the annual ABS Wage Cost Index review process set out in subclause 7.3 shall take effect from the first pay period commencing on or after 1 January in the next calendar year.

8. Instructor's Minimum Annual Salary for Delivery of Educational and Training Support Services

- 8.1 Instructors shall be offered a minimum annual salary each calendar year to deliver a Base Program of educational and training support services, or pro rata where the period of employment under this Enterprise Agreement is less than 12 months.
- 8.2 Any adjustments to an Instructor's pay necessary to ensure he/she receives the minimum salary, or pro rata, for a particular calendar year shall be made no later than 31 December of that calendar year.
- 8.3 The minimum annual salary for Instructors for delivery of a Base Program of educational and training support services for the 2004 calendar year shall be \$50,572.47 (rounded to \$50,572) pro-rata from the first pay period to commence on or after 1 October to 31 December 2004. Payment for the delivery of a Base Program of educational and training support services shall be paid on a fortnightly basis at the appropriate rate in accordance with subclause 6.8 to 6.11.

9. Annual Review of Instructor's Minimum Annual Salary

- 9.1 The minimum annual salary for Instructors in clause 8 of this Enterprise Agreement shall be reviewed in accordance with the formula in Clause 9.2 by the parties on an annual basis. The Review shall commence as soon as Australian Defence Force training details are known for the following year. The aim shall be to commence this Review no later than October each year.
- 9.2 The formula for reviewing the minimum annual salary shall be:

Annual hours of "Fee for Service" activities covering delivery, educational support and Commanding Officer's discretion which will be delivered by Instructors under the RAAF Contract, divided by the number of available instructors, multiplied by the instructor's hourly rate as specified in clause 10.1 and increased by 3.5% from the first pay period commencing on or after 1 January 2005, and as adjusted annually by the ABS Wage Cost Index from 1 January 2006 and each year thereafter.
- 9.3 Any adjustments to the minimum annual salary arising from the Review shall take effect from the first pay period commencing on or after 1 January in the next calendar year.

10. Hourly Rate of Pay for Instructor's Base Program for Delivery of Educational and Training Support Services

- 10.1 From the commencement of this Enterprise Agreement, Instructors shall be paid an hourly rate of pay of \$49.70 for each hour undertaken as part of the Instructor's Base program.

- 10.2 The Instructor's hourly rate shall be increased by 3.5% from the first pay period commencing on or after 1 January 2005. The Instructor's hourly rate shall then be reviewed annually and adjusted in line with the ABS Wage Cost Index with the first adjustment arising from this annual review process taking effect from the first pay period commencing on or after 1 January 2006, and with future adjustments arising from this annual review process taking effect from 1 January in each subsequent year. Schedule 1 to this Enterprise Agreement sets out the Instructor's Hourly Rate Adjustment Formula.
- 10.3 The same percentage adjustment that is made as a result of the ABS Wage Cost Index to the Instructor's hourly rate shall also be applied to the Chief Instructor and Senior Instructor's salaries.
- 10.4 Any adjustments to the Instructor's hourly rate for the Base program shall take effect from the first pay period commencing on or after 1 January in the next calendar year.

11. Hourly Rate of Pay for Excess Hours for Delivery of Educational and Training Support Services

- 11.1 When an Instructor undertakes educational and training support services in addition to the Instructor's Base program of 916.5 hours per annum, the Instructor shall be paid an excess hourly rate of \$55.18 per hour for undertaking such additional educational and training support services.
- 11.2 The same percentage adjustments that are made to the Instructor's hourly rate for the Base program in line with the 3.5% increase from the first pay period commencing on or after 1 January 2005 and the ABS Wage Cost Index from 1 January 2006 and in subsequent years shall also be applied to the excess hourly rate. Any adjustments to the excess hour's rate shall take effect from the first pay period commencing on or after 1 January in the next calendar year.

12. Hourly Rate of Pay for Duties Other Than Teaching (DOTT)

- 12.1 If an instructor agrees to undertake duties other than teaching (DOTT) as part of his/her overall program, the instructor shall be paid an hourly rate of \$43.56 for undertaking such additional duties.
- 12.2 This rate shall be increased by 3.5% from the first pay period commencing on or after 1 January 2005 and then reviewed annually and adjusted in line with the ABS Wage Cost Index from 1 January 2006 and from 1 January each year thereafter. Any adjustments to this rate arising from the annual review shall take effect from the first pay period commencing on or after 1 January in the next calendar year.

13. Hourly Rate of Pay for Courseware Development

- 13.1 If an Instructor agrees to undertake courseware development duties as part of his/her overall program, the Instructor shall be paid the Duties Other Than Teaching (DOTT) rate of \$43.56 for undertaking such additional duties.
- 13.2 In accordance with subclause 12.2, this hourly rate shall be increased by 3.5% from the first pay period commencing on or after 1 January 2005 and then reviewed annually and adjusted in line with the ABS Wage Cost Index from 1 January 2006 and each year thereafter. Any adjustments to this rate arising from the annual review shall take effect from the first pay period commencing on or after 1 January in the next calendar year.

14. Payment for Courseware Development Undertaken on a Full Time Basis

- 14.1 If an Instructor agrees to undertake courseware development duties on a full time basis for a specified period, then for that specified period, he/she shall be remunerated and, unless expressly provided otherwise in this Enterprise Agreement, employed on conditions in accordance with those provided for Education Officers (TAFE) in accordance with Clause 53 of the Award and be paid at Step 13 of the Common Incremental Salary Scale in the Award.

15. Compensation for Excess Travel and Travel Expenses on Official Business

- 15.1 If an employee undertakes excess travel in relation to the performance of his/her program then the employee shall be paid the DOTT hourly rate set out in clause 12.1 for those hours of excess travel.

- 15.2 For the purposes of this subclause, excess travel shall mean the actual travelling time spent in excess of 15 minutes per day in any approved travel to and from locations other than the employee's home and NATCOE but shall not include travel between NATCOE and the Wagga Wagga Campus. Actual travelling time shall include associated waiting time where applicable.
- 15.3 Excess travel time undertaken shall not be included or taken into account for employee attendance requirement purposes.
- 15.4 When travel on official business is undertaken the cost of all approved travel expenses including use of private motor vehicles, rental vehicles, taxis, air travel, overnight accommodation and meals associated with that travel shall be met by NATCOE. Employees shall be reimbursed for expenditure for approved travel expenses in accordance with the Department of Education and Training Travel on Official Business Policy and Meal, Travelling and Related Allowances Rates as published in the TAFE Gazette from time to time.

16. Leave

- 16.1 From the commencement of this Enterprise Agreement, other than for Instructors undertaking courseware development on a full time basis in accordance with subclause 14.1, the minimum annual salary for Instructors as provided for in clause 8 and the base program as provided for in clause 6.7 of this Enterprise Agreement shall be used for calculating Instructors payment for public holidays, annual leave, annual leave loading and sick leave accrued each calendar year.
- 16.2 For all other approved leave other than Leave Without Pay, Instructors, other than Instructors undertaking courseware development on a full time basis in accordance with subclause 14.1, shall be paid the appropriate hourly rate for the scheduled hours of duty under the Instructor's Base program that would have been otherwise carried out by the Instructor on the day or days in question.
- 16.3 Chief Instructor and Senior Instructors - The Chief Instructor and Senior Instructors salaries as provided for in clause 7 of this Enterprise Agreement shall be used for calculating the leave entitlements of the Chief Instructor and Senior Instructors.
- 16.4 Annual Leave - Subject to the provisions of the Annual Holidays Act 1944, educational staff at NATCOE shall be entitled to annual leave as follows:
- 16.4.1 Chief Instructor, Senior Instructors and Instructors - Twenty five (25) working days annual leave per annum or pro rata where employed for periods less than 12 months.
- 16.4.2 Annual leave for the Chief Instructor, Senior Instructors and Instructors accrues at the rate of 2.08 working days per month.
- 16.4.3 Annual leave shall be taken at a time and for a period agreed between the employee and the Institute Director or delegate and shall be taken to coincide with the RAAF School of Technical Training period of reduced activity over the Christmas/New Year period, and with the balance of leave to be taken at a time and for a period agreed between the employee and the Institute Director or delegate throughout the remainder of the NATCOE year.
- 16.5 Annual Leave Loading
- 16.5.1 The Chief Instructor, Senior Instructors and Instructors shall be paid an annual leave loading of 17.5% on four weeks (ie. 20 working days) of their annual leave entitlement for each twelve months of service, or pro-rata.
- 16.6 Extended/Long Service Leave
- 16.6.1 Subject to the *TAFE Commission Act 1990*, the Chief Instructor and Senior Instructors shall be entitled to extended leave in accordance with subclause 55.5 of the Award. Provisions of subclause 55.5 of the Award are listed in Schedule 2.

16.6.2 If an Instructor agrees to undertake courseware development duties on a full time basis for a specified period, then for that specified period, he/she shall be entitled to extended leave in accordance with subclause 55.5 of the Award. Provisions of subclause 55.5 of the Award are listed in Schedule 2.

16.6.3 Instructors, other than Instructors undertaking courseware development on a full time basis in accordance with subclause 14.1, shall be entitled to long service leave in accordance with the *Long Service Leave Act 1955*. The Administrative Guidelines for TAFE Part Time Casual Teachers, Coordinators and Counsellors shall continue to apply in respect of calculating long service leave.

16.7 Sick Leave

16.7.1 Employees shall be entitled to sick leave in accordance with subclause 55.4 of the Award. Existing sick leave entitlements at the commencement of the Enterprise Agreement are credited in accordance with TAFE Sick Leave policy. Provisions of subclause 55.4 of the Award are listed in Schedule 2.

16.8 Family and Community Services (FACS) Leave

16.8.1 Employees shall be entitled to FACS leave in accordance with subclause 55.6 of the Award. Provisions of subclauses 55.6 of the Award are listed in Schedule 2.

16.9 Military Leave

16.9.1 Employees shall be entitled to Military Leave in accordance with the TAFE NSW Military Leave Policy.

16.10 Personal/Carer's Leave

16.10.1 Employees shall be entitled to Personal/Carer's leave in accordance with subclause 55.7 of the Award. Provisions of subclause 55.7 of the Award are listed in Schedule 2.

17. Training and Development

17.1 Employees shall be entitled to Training and Development in accordance with clause 57 of the Award. Provisions of clause 57 of the Award are listed in Schedule 2.

18. Dispute Resolution Procedures

18.1 Dispute resolution procedures under clause 12 of the Award shall apply. The provisions of clause 12 of the Award are listed in Schedule 2.

19. No Further Claims

19.1 Except as allowed by the *Industrial Relations Act 1996*, prior to 30 September 2007, there shall be no further claims by the parties to this Enterprise Agreement for changes to salaries, rates of pay, allowances, or conditions of employment in relation to matters expressly contained in this Enterprise Agreement.

20. Anti-Discrimination

20.1 The provisions of clause 14 of the Award shall apply and are listed in Schedule 2.

21. Industrial Rights

21.1 The provisions of clause 63 of the Award shall apply and are listed in Schedule 2.

22. Deduction of Union Membership Fees

22.1 The provisions of clause 3A of the Award shall apply and are listed in Schedule 2.

23. Duration of Enterprise Agreement

23.1 This Enterprise Agreement shall have effect from the first pay period to commence on or after 1 October 2004 and shall remain in force until 30 September 2007. Renegotiation of this Enterprise Agreement shall commence no later than three calendar months prior to the date of termination.

SCHEDULE 1

INSTRUCTOR'S HOURLY RATE ADJUSTMENT FORMULA

1. The Enterprise Agreement shall have effect from the first pay period to commence on or after 1 October 2004 and the initial hourly rates will be applicable from that date. The base date shall be the 1st January 2005.

Hourly Rate Adjustment

2. The initial hourly rates shall be adjusted in accordance with the following formula. The first hourly adjustment date shall be the 1st January 2006 and the hourly rate will be adjusted in accordance with the annual percentage increase in ABS Wage Cost Index as indicated in the Index listed below, and then every twelve months thereafter. The revision formula will be based on the index received from the Australian Bureau of Statistics for the December quarter preceding the adjustment date (1 January). Hourly rates shall remain firm for every twelve monthly period following hourly rate adjustment.

$$\text{AHR} = \text{IHR} \times \frac{\text{AI}}{\text{AIo}}$$

Where:

AHR = Adjusted Hourly Rate

IHR = Initial Hourly Rate

AI = The adjustment index number for the quarter preceding the Quarter containing the hourly adjustment date.

AIo = The adjustment index number for the quarter preceding the Base Date

The Index: ABS 6345.0 Wage Cost Index, Australia, Table 5B. Wage Cost Index - Total Hourly Rates of Pay Excluding Bonuses, Sector by Industry (Quarterly Index Numbers) - Public (b) Education

SCHEDULE 2

Applicable Award Provisions Referred to in Enterprise Agreement clauses 16, 17, 18, 20, 21 and 22

1A. Deduction of Union Membership Fees

- (i) The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union's rules.
- (ii) The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.

- (iii) Subject to (i) and (ii) above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- (iv) Monies so deducted from employees' pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- (v) Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- (vi) Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

2. Dispute Resolution Procedures

- 2.1 Subject to the provisions of the *Industrial Relations Act 1996*, the following procedures shall apply:
 - 2.1.1 Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace, then the employee and or the Federation's workplace representative shall raise the matter with the appropriate principal or supervisor as soon as practicable.
 - 2.1.2 The principal or supervisor shall discuss the matter with the employee and or the Federation's workplace representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
 - 2.1.3 Should the above procedure be unsuccessful in producing resolution of the dispute or should the matter be of a nature which involves multiple workplaces, then the employee and or the Federation may raise the matter with an appropriate officer of the Department or TAFE at the district or institute level with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.
 - 2.1.4 Where the procedures in paragraph 2.1.3 do not lead to resolution of the dispute, the matter shall be referred to the General Manager Industrial Relations and Employment Services of the Department and the General Secretary of the Federation. They or their nominees shall discuss the dispute with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 2.2 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

3. Anti-Discrimination

- 3.1 It is the intention of the parties to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- 3.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed under clause 12, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award are not directly or indirectly discriminatory in their effects. It shall be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the award which, by its terms or operation, has a direct or indirect discriminatory effect.
- 3.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 3.4 Nothing in this clause is to be taken to affect:

- 3.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
 - 3.4.2 offering or providing junior rates of pay to persons under 21 years of age;
 - 3.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*; and
 - 3.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 3.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.
- 3.6 Sick Leave
- 3.6.1 All officers and temporary employees shall be entitled to fifteen days per annum with the unused component of the annual entitlement being fully cumulative or pro rata where employed for periods less than the equivalent full time.
 - 3.6.2 Employees employed on teaching conditions who, as at 31 January 1994, were entitled to 22 days on full pay and 22 days on half pay in any twelve month period shall retain their previously accumulated sick leave entitlement.
 - 3.6.3 Special sick leave shall continue to be available.
 - 3.6.4 Additional Sick Leave - the provisions of this subclause shall only apply to officers and temporary employees employed on teaching conditions.
 - (i) The maximum grant of additional sick leave during the first two years of service is fifteen days.
 - (ii) Additional sick leave provided under this subclause is available at any stage during the employee's first two years of service but shall only be granted in circumstances where:
 - (a) there is no current concern regarding the employee's use of sick leave as contained in paragraph 55.4.1 of this subclause;
 - (b) all sick leave entitlements as contained in paragraph 55.4.1 have been exhausted.
- 3.7 Extended Leave
- 3.7.1 Subject to the TAFE Commission Act, officers and full time temporary employees shall be entitled to extended leave of 44 working days on full pay or 88 working days on half pay after completing ten years of service and a further eleven working days for each completed year of service after ten years.
 - 3.7.2 Extended leave entitlements as a result of service prior to 31 January 1994 shall be saved as accumulated under the pre-existing provisions applying to the employee concerned.
- 3.8 Family and Community Service Leave
- 3.8.1 The maximum amount of family and community service leave that may be granted to full time officers and temporary employees is:
 - (i) during the first twelve months of service - three working days;
 - (ii) after completion of twelve months service - six working days in any two year period;
 - (iii) after completion of two years service - nine working days in any three year period.

3.9 Personal/Carer's Leave

3.9.1 Use of Sick Leave

- (i) Where family and community service leave is exhausted an officer or temporary employee with responsibilities in relation to a class of person set out in subparagraph (iii) (b) below who needs that employee's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in sick leave provisions of this award or absences to provide care and support for such persons when they are ill. Leave may be taken for part of a day.
- (ii) That employee shall if required, establish either by production of a medical certificate or statutory declaration the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take personal carer's leave under this subclause where another person has taken leave to care for the same person.
- (iii) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (a) the employee being responsible for the care of the person concerned; and
 - (b) the person concerned being:
 - (1) a spouse of the employee; or
 - (2) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (3) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
 - (4) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
 - (5) a relative of the employee who is a member of the same household where, for the purposes of this section:

"relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;

"affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and

"household" means a family group living in the same domestic dwelling.
- (iv) An employee shall, wherever practicable, give the Managing Director or nominee notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the Managing Director or nominee of such absence at the first opportunity on the day of absence.

3.10 Unpaid Leave for Family Purposes

- (i) An officer or temporary employee may elect, with the consent of the Managing Director or nominee, to take unpaid leave for purpose of providing care and support to a member of a class of person set out in subparagraph 55.7.1 (iii) (b) who is ill.

3.11 Annual Leave

- (i) An officer or temporary employee may elect, with the consent of the Managing Director or nominee and subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single-day periods or part thereof in any calendar year at a time or times agreed by the parties.
- (ii) Access to annual leave, as prescribed in subparagraph (i) of this paragraph, shall be exclusive of any shut down period provided for elsewhere under this award.
- (iii) The employee and Managing Director or nominee may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.

3.12 Time Off in Lieu of Payment for Overtime

- (i) An officer or temporary employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within twelve months of the said election.
- (ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.
- (iii) If, having elected to take time as leave in accordance with subparagraph (i) of this paragraph, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve month period or on termination.
- (iv) Where no election is made in accordance with the said subparagraph (i), the employee shall be paid overtime rates in accordance with the award.

3.13 Make-up Time

- (i) An officer or temporary employee may elect, with the consent of the Managing Director or nominee to work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in the award, at the ordinary rate of pay.

3.14 Rostered Days Off

- (i) An officer or temporary employee may elect, with the consent of the Managing Director or nominee, to take a rostered day off at any time.
- (ii) An employee may elect, with the consent of the Managing Director or nominee, to take rostered days off in part day amounts.
- (iii) An employee may elect, with the consent of the Managing Director or nominee, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the Managing Director or nominee and the employee, or subject to reasonable notice by the employee or the Managing Director or nominee.
- (iv) This subclause is subject to the Managing Director or nominee informing each union which is party to the award and which has members employed at the particular enterprise of its intention

to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union to participate in negotiations.

3.15 Bereavement Leave

- (i) An officer or temporary employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subparagraph 55.7.1 (iii) of this subclause, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (ii) The employee must notify the Managing Director or nominee as soon as practicable of the intention to take bereavement leave and shall, if required by the Managing Director or nominee provide to the satisfaction of the Managing Director or nominee proof of death.
- (iii) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (iv) Bereavement leave may be taken in conjunction with other leave available under this clause. In determining such a request the Managing Director or nominee shall give consideration to the circumstances of the employee and the reasonable operational requirements of TAFE.

3.16 Training and Development

- 3.16.1 The parties confirm a commitment to training and development for all education employees. Employees recognise their obligation to maintain and update their skills. TAFE recognises its obligations to provide employees with opportunities to maintain and update their skills.
- 3.16.2 It is the aim of the parties to this award that employees shall be provided with opportunities for training and development so that they will form a highly skilled, competent and committed workforce, experiencing job satisfaction and providing the highest quality service.
- 3.16.3 The parties agree that, wherever possible, training and development shall be designed to articulate with approved and accredited courses.
- 3.16.4 TAFE shall facilitate the professional development, skills enhancement and career development opportunities of employees and improve effectiveness through a range of activities, including:
 - work-based learning;
 - return to industry;
 - job rotation;
 - transfers;
 - secondment;
 - project team participation;
 - job design and redesign;
 - provision of training relevant to the needs of the individual and the requirements of the organisation.

4. Industrial Rights

4.1 Federation Representatives

- 4.1.1 An accredited Federation representative at the place in which they are employed shall, upon notification thereof to their employer, be recognised as an accredited Federation representative.
- 4.1.2 An accredited Federation representative shall be allowed the necessary time during working hours to interview the employer or their representative on matters affecting employees.
- 4.1.3 An accredited Federation representative shall be allowed a reasonable period of time during working hours to interview a duly accredited Federation official.

4.2 Consultative and Other Committee Work

- 4.2.1 Where an employee is required by TAFE, nominated by the Federation or otherwise selected by other employees to participate in work based consultative or like committees, TAFE shall provide such employees with paid leave to attend to such matters.
- 4.2.2 In addition, where such committees unanimously agree to undertake a particular project consistent with their terms of reference, TAFE shall provide sufficient paid time to enable the employee to undertake the project.