

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA07/3

TITLE: NSW Teachers Federation Staff Agreement 2006-2008

I.R.C. NO: IRC7/164

DATE APPROVED/COMMENCEMENT: 16 February 2007 / 1 January 2006

TERM: 24

**NEW AGREEMENT OR
VARIATION:** Replaces EA06/90.

GAZETTAL REFERENCE: 9 March 2007

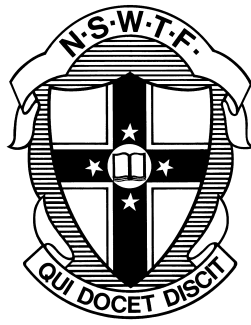
DATE TERMINATED:

NUMBER OF PAGES: 62

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all clerical employees employed by the New South Wales Teachers Federation located at 23-33 Mary Street, Surry Hills NSW 2000, who fall within the coverage of the Clerical and Administrative Employees (State) Award.

PARTIES: New South Wales Teachers Federation -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union



NSW TEACHERS FEDERATION

STAFF AGREEMENT

1 January 2006

to

31 December 2008

NSW Teachers Federation Staff Agreement

Table of Contents

1. HOURS
2. NINE DAY FORTNIGHT
3. MEAL BREAK
4. MORNING AND AFTERNOON TEA BREAKS
5. SMOKING AT WORK
6. PAYMENT OF SALARIES
7. MEAL ALLOWANCE
8. OVERTIME
9. TRANSPORT, TRAVEL ARRANGEMENTS AND EXPENSES
10. PERFORMANCE OF HIGHER DUTIES
11. FIRST AID ALLOWANCE
12. CONFIRMATION OF PERMANENT EMPLOYMENT
13. VACANCIES (NEW OR ALTERED POSITIONS)
14. PROBATIONARY PROCEDURES
15. PUBLIC HOLIDAYS
16. SICK LEAVE
17. ANNUAL LEAVE
18. LONG SERVICE LEAVE
19. MATERNITY LEAVE
20. ADOPTION LEAVE
21. PARENTAL LEAVE
22. REGULAR CASUAL FEDERATION STAFF MEMBERS AS DETERMINED BY THE GENERAL SECRETARY - ADOPTION, BEREAVEMENT, MATERNITY, PARENTAL AND PERSONAL CARERS ENTITLEMENTS
23. FAMILY AND COMMUNITY SERVICE LEAVE (“FACS”) AND PERSONAL CARERS LEAVE
24. LEAVE WITHOUT PAY (“LWOP”)
25. STUDY LEAVE
26. JURY DUTY
27. WORKERS COMPENSATION
28. TRADE UNION TRAINING
29. UNION MEMBERSHIP
30. STAFF MEETINGS
31. TERMINATION OF EMPLOYMENT
32. REDUNDANCY
33. OTHER DUTIES
34. TECHNOLOGICAL CHANGE
35. EYE CARE
36. SKILLS BASED CLASSIFICATION STRUCTURE (“SBCS”)
37. SALARY PACKAGING
38. ANTI DISCRIMINATION CLAUSE
39. JOB SHARE
40. GENERAL
41. DURATION OF AGREEMENT
42. FINALISATION OF NEXT AGREEMENT

NSW Teachers Federation Staff Agreement

Attached Schedules

Schedule One: Schedule of Salaries for Employees

Schedule Two: Training Policy

Schedule Three: Grievance Procedures

Schedule Four: Acceptable Use Policy for Information Technology Systems

Schedule Five: Dispute Resolution Procedures

INTRODUCTION

Agreement made between the New South Wales Teachers Federation (“the Federation”) and members of the United Services Union (“USU”) employed by the Federation (“the staff”).

This Agreement shall be binding upon the Federation and members of staff specified herein.

The terms and conditions of this Agreement shall apply to all staff excluding salaried personnel.

1. Hours

Full Time Employees

1.1 The ordinary hours of work for full time employees, exclusive of meal hours, shall not exceed 35 hours per week and shall be worked between the hours of 9.00am and 5.00pm, Monday to Friday. Variation of these hours (9.00am and 5.00pm) commencing either from 8.00am, 8.30am or 9.30am and concluding at 4.00pm, 4.30pm or 5.30pm respectively, may be permitted subject to the concurrence of the General Secretary.

Part Time Employees

1.2 A permanent part time employee shall mean an employee who is employed to work regular days and regular hours, the total of which is either:

- a) less than 35 hours per week; or
- b) a maximum of seven hours per day for fewer than five days per week.

1.2 A permanent part time employee shall not work less than 20 hours in any one week or less than four hours on any day.

1.3 The minimum weekly hours requirement shall not apply to existing positions.

1.4 Consideration will be given to the creation of permanent part time positions of less than 20 hours per week, provided that such positions are in addition to and supplement existing full time positions.

1.5 For those employees working less than a seven hour day, commencement shall be between the hours of 8.00am and 9.30am.

1.6 For those employees working a seven hour day, these hours shall be between the hours of 9.00am and 5.00pm, Monday to Friday.

1.7 Variation of these hours (9.00am and 5.00pm) commencing either from 8.00am, 8.30am or 9.30am and concluding at 4.00pm, 4.30pm or 5.30pm respectively, may be permitted subject to the concurrence of the General Secretary.

1.8 An employee shall not be compelled to work for more than five hours without a break for a meal of at least 30 minutes.

Casual Employees

1.9 Casual employees are not appointed and do not hold substantive positions.

1.10 Casual employees may be engaged to fill a vacancy for less than a full working day. In these instances they will be paid for a minimum four hour period.

Job Share Employees

1.11 Clause 1.1 applies to job share employees. The days to be worked may be split in a variety of ways including alternate weeks, alternate days, two days / three days. Days will be mutually agreed by the job sharers and approved by the General Secretary. Once days have been agreed they will not be

changed except with the mutual agreement of the job sharers and the approval of the General Secretary.

- 1.12 Agreed hours for job share employees shall be the ordinary hours of work for those employees.
- 1.13 It is not intended that job share employees work at the same time, for example, to cover peak workloads.

2. NINE DAY FORTNIGHT

- 2.1 The nine day fortnight is:
- i) available to all full time permanent employees;
 - ii) not available during probationary periods.
- 2.2 The day not worked in a nine day fortnight is rostered day off (“RDO”).
- 2.3 Those electing to work a nine day fortnight shall work 7 hours 37 minutes per day with a lunch period of 53 minutes per day (the lunch period to be taken between 12.07pm and 1.00pm, 1.07pm and 2.00pm or, if applicable, 12.37pm to 1.30pm).
- 2.3.1 Job share employees electing to work nine day fortnight hours shall be entitled to 50% of a nine day (i.e. half a RDO if they work 7 hours 37 minutes per day with a lunch period of 53 minutes per day (the lunch period to be taken between 12.07pm and 1.00pm, 1.07pm and 2.00pm or, if applicable, 12.37pm to 1.30pm).
- 2.4 The hours worked shall commence either at 8.00am, 8.30am or 9.00am and conclude at either 4.30pm, 5.00pm or 5.30pm respectively.
- 2.5 Allocations of days off shall, over a four weekly period, be on the basis of one day mid week and the other end on to a weekend, subject to change with the consent of the appropriate Assistant General Secretary (“AGS”) or the Employee Relations Coordinator, plus relevant staff or in emergency circumstances subject to the consent of the staff member concerned.
- 2.6 An employee who takes one day or more of annual leave during a nine day fortnight shall not be entitled to a rostered day off in that fortnight.
- 2.7 Employees taking leave of one, three or five weeks’ duration will not be entitled to work the nine day fortnight one of either the week prior to or the week following the period of leave.
- 2.8 Sick and FACS leave shall be calculated on the basis of 7 hours 37 minutes per day. An employee taking any of these types of leave during a nine day fortnight is still entitled to the RDO.
- 2.9 Should an employee take sick leave, or any combination of the leave described in the foregoing clause, for a period of 10 days within that two weekly block then sick leave will be calculated on the basis of normal hours i.e. seven hours per day, and the employee will not be entitled to a day off.

Relief

- 2.10 No relief will be provided for employees on their RDO. It is understood that the employee’s absence will be covered by other employees in the section.

Job Share

- 2.11 For short term absences, the remaining job share partner may elect to relieve but cannot be required to relieve. This will be paid at the ordinary rate for the period relieved.
- 2.12 For annual leave or other authorised absences, the job share employees may elect to take such leave at the same time. In this instance, normal relief arrangements would apply. If leave is taken separately, the remaining job sharer may elect to relieve but is not required to. This will be paid at the ordinary

period for the period relieved. In some instances relief may not be required for such absences as there may not be a need to have the position operating full time during this period.

2.13 Time in Lieu of a Nine Day Fortnight

Permanent Part Time Employees

A permanent part time employee shall be entitled to take time in lieu of the nine day fortnight.

This time is calculated on the basis of one and a half hours per fortnight for a full time employee, pro rated according to the hours worked. This time may be taken on any rostered day in each fortnightly period. It can be accumulated over a four weekly period or two fortnightly periods.

This is not available during probationary periods.

Example:

For an employee who works two days per week:

2 days = 0.4 of 1 ½ hours = 36 minutes per fortnight (72 minutes per *four weekly period)

For an employee who works 3 days per week:

3 days = 0.6 of 1 ½ hours = 54 minutes per fortnight (108 minutes per *four weekly period)

3. MEAL BREAK

All employees working more than five hours in a day are entitled to a meal break. Employees working full time shall take a lunch break of not less than 30 minutes and no more than one hour between the hours of 12.00pm and 2.00pm. This can be varied by arrangement between the parties.

4. MORNING AND AFTERNOON TEA BREAKS

4.1 Employees employed for more than six hours shall be allowed two periods of 10 minutes each day, morning and afternoon, for the purpose of taking a morning and afternoon tea break.

4.2 Employees employed for less than six hours shall be allowed one period of 10 minutes either in the morning or afternoon as appropriate, for the purpose of taking a morning and afternoon tea break.

4.3 There will be at least one staff member on duty in every section during the period of the tea break. This is to ensure that any enquiry or request for assistance directed to the section during a tea break receives a comprehensive response.

4.4 Facilities and ingredients (tea, coffee, milk and sugar) shall be provided for employees by the Federation for morning tea, lunch and afternoon tea.

5. SMOKING AT WORK

For Occupational Health and Safety reasons the Federation maintains a smoke free environment during working hours.

6. PAYMENT OF SALARIES

6.1 Subject to satisfactory completion of any probationary period, salaries

- i) For full time permanent employees are to be paid based on the agreed schedule as attached in accordance with the Skills Based Classification Structure Matrix agreed between the Federation and the Staff on 1 July 1996.

- ii) For permanent part time employees and job share employees are to be paid pro rata based on the agreed schedule as attached in accordance with the Skills Based Classification Structure Matrix agreed between the Federation and Staff on 1 July 1996.
 - iii) For casual employees are to be paid on an hourly basis (was rate) by dividing the appropriate classification by (hours) with a 25% loading.
- 6.2 Salaries shall be paid by Electronic Funds Transfer (EFT) to an account nominated by each employee during the working hours by no later than Wednesday of each alternate week and shall be made up to and including the Thursday of the current week in which payment is made.
- 6.3 Overtime shall be paid within 14 days after the end of the week in which overtime is worked.

7. MEAL ALLOWANCE

- 7.1 A meal allowance, as provided for Officers and members of Executive, in addition to overtime pay, shall be paid to full time employees who continue to work:
- one hour after their normal finishing time Monday to Friday (tea money); and
 - beyond a total of five hours after their normal finishing time (tea money);
 - after 12.00pm Saturday and Sunday (lunch money);
 - one hour after their normal finishing time Saturday and Sunday (tea money).
- 7.2 A meal allowance, as provided for Officers and members of Executive, in addition to overtime pay, shall be paid to part time employees who continue to work:
- one hour after their normal finishing time, if the hours worked exceed seven hours, Monday to Friday (tea money); and
 - beyond a total of five hours after their normal finishing time if the hours worked exceed seven hours (tea money);
 - after 12.00pm Saturday and Sunday (lunch money);
 - one hour after their normal finishing time Saturday and Sunday (tea money).
- 7.3 Employees shall not work beyond one and a half hours of their normal finishing time without stopping for an unpaid meal break of at least 30 minutes. Employees shall receive tea money allowance for this meal break.

8. OVERTIME

- 8.1 A payment shall be made at the rate of time and a half for the first two hours of all authorised overtime worked before the employee's normal starting time or after their normal finishing time, Monday to Friday, as prescribed in Clause 1 (hours).
- 8.2 Payment shall be made at the rate of double time for all authorised overtime worked:
- after the first two hours, Monday to Friday;
 - for all time worked on a Saturday; and
 - for all time worked on a Sunday.
- 8.3 Payment shall be made at double time for all authorised time worked on a public holiday as prescribed by Clause 15 (Public Holidays) except Christmas Day and Good Friday. In addition to the double time for that day, a day in lieu will also be provided.
- 8.4 Payment shall be made at the rate of triple time with a day in lieu for all authorised time worked on Christmas Day and Good Friday.

Job Share

- 8.5 Any time worked in excess of seven hours per day will be regarded as overtime and paid at overtime rates. If two job share employees work in excess of ten days per fortnight this time will be regarded as overtime.

9. TRANSPORT, TRAVEL ARRANGEMENTS AND EXPENSES

- 9.1 Employees completing authorised overtime at 8.00pm or later shall be provided with a taxi to their home or paid parking and mileage, providing it does not exceed the equivalent taxi fare. Taxis from the railway station closest to home will be provided from 7.00pm where it is clear that the normal bus service is not available.
- 9.2 Where employees are requested to work away from the Federation Office (or Regional Office) satisfactory travel arrangements will be made by the Federation to transport employees to and from the venue.
- 9.3 Where an employee in the course of their duty is required to go to any place away from their usual place of employment he/she shall be paid all reasonable expenses actually incurred upon production of receipts.
- 9.4 When an employee in the course of their duty is required other than in ordinary working hours to go to any place away from their usual place of employment he/she shall be paid all reasonable expenses actually incurred and in addition shall be paid at the ordinary rates for half of any time occupied in travelling outside ordinary working hours which is in excess of the time normally occupied by him/her in travelling to and from their usual place of employment.
- 9.5 Application for any variation of this arrangement should be made to the General Secretary.

10. PERFORMANCE OF HIGHER DUTIES

Where an employee, at the request of the General Secretary, Assistant General Secretary or section supervisor, performs higher duties when relieving for another employee for one day or more, they shall be paid the higher relevant rate of pay for such day or days.

11. FIRST AID ALLOWANCE

An employee who has been trained to render first aid, and who is the current holder of appropriate first aid qualifications such as a certificate from the St John's Ambulance or similar body shall be paid an allowance as set out in the Clerks (State) Award if the employee is appointed by the General Secretary to perform first aid duty.

12. CONFIRMATION OF PERMANENT EMPLOYMENT

All permanent employees are employed with a probationary period of three months. This probationary period is subject to the conditions outlined in the Probationary Procedures Clause 14. Confirmation of permanency will be provided in writing by the employer at the satisfactory completion of the probationary period.

13. VACANCIES (NEW OR ALTERED POSITIONS)

- 13.1 Where:
- i) a vacancy in a position classified in accordance with Schedule 1 hereto is to be filled, or
 - ii) a new position is created

Such a position will be filled within two weeks of the vacancy occurring wherever possible.

- 13.2 All permanent employees shall be informed when the vacancy occurs and be given the opportunity to apply in writing and be considered for such a position. Applications from permanent employees will be considered where employees feel they are capable of carrying out the duties required even if not fully qualified in accordance with the job specifications.
- 13.3 The exception to 13.2 is job share vacancies where the other job share person will be given first option of accepting the position on a full time basis. If that option is not exercised the processes in this clause will be followed.

- 13.4 If a long term relief position of longer than six weeks becomes available, then permanent employees should be given the opportunity to apply to act in the vacant position in the first instance before relief is sought externally. Appointment to such a relief position is subject to the Federation's priorities and is in the absolute discretion of the General Secretary.
- 13.5 Management in consultation with employees will review new and altered positions as they arise to determine the skills criteria required for the position and their placement on the matrix. If at any time an employee or group of employees feel the skills required in their position/s have changed, an application can be made to the Staff and Management Negotiating Committee for a review of their position/s as per Clause 36 (Position Reclassification Process).
- 13.6 Unchanged vacant positions will be filled as per the Clause 13.10 (Staffing Guidelines).
- 13.7 The placement of new or altered positions on the matrix will be determined by the convening of a Staff and Management Negotiating Committee comprising of:
- two Management Representatives; and
 - two Staff Representatives.
- 13.8 The committee will make a recommendation to the General Secretary regarding the position placement on the matrix.
- 13.9 The matrix will be updated to include new or altered position/s and distributed to Staff. Appeals must be lodged within five working days.
- 13.10 Staffing Guidelines
- 13.10.1 All vacant positions will be filled in accordance with the following priority, after Staff Representatives have been advised of the vacancy:
- i) The offer of transfer to employees in redundant positions where the employee has the appropriate skills and qualifications. Appropriate and reasonable training at the Federation's expense will be available to facilitate such transfer.
 - ii) The offer to employees returning from leave without pay ("LWOP") provided that the Staff member/s concerned are qualified to hold the position/s.
 - iii) Advertise internally.
- 13.10.2 Where a vacancy is not filled in accordance with 13.10.1, casual employees shall be informed that the position is vacant. Casual employees who are qualified and express interest, may be considered for the position before the position is advertised outside the Federation.
- 13.10.3 Where a vacancy is not filled in accordance with 13.10.2, it will be advertised externally.
- 13.10.4 The selection panel to fill a position under 13.10 will include either an employee from the section where the vacancy occurs or an employee representative, except in circumstances where this could prove impractical (e.g. Regional Offices).
- 13.10.5 Unsuccessful applicants who apply and are unsuccessful for a position may appeal to the General Secretary on the basis that the selection process did not follow the guidelines.
- 13.10.6 Unsuccessful applicants who apply and are unsuccessful for a position and who request it will be given an opportunity for discussion with a view to identifying opportunities for career development and progression along with appropriate training.

14. PROBATIONARY PROCEDURES

- 14.1 A person appointed to a vacant position serves a three month probationary period before being confirmed in the position, except for permanent employees applying for a position in which that employee has already worked satisfactorily on a relieving or acting basis for three months or more, in

which case the probationary period may be waived upon their successful appointment to the position, subject to agreement by all parties.

- 14.2 The probationary period is applicable to the following categories:
- 14.2.1 new employees;
 - 14.2.2 current employees being appointed to another permanent position;
 - 14.2.3 current employees appointed to relieve or act long term i.e. six months or more in a position in which they have not previously worked satisfactorily.
- 14.3 The purpose of this period is to allow the employee to be trained in the duties of the position and for the Federation to assess the suitability of the employee in the position. It is not expected that the employee would have necessarily acquired all the skills required for the position within this three month probationary period.
- 14.4 In relation to points 14.2.2 and 14.2.3 above, the employee's existing position will not be filled substantively until the employee is confirmed in the new position.
- 14.5 The probationary procedures will endeavour to:
- 14.5.1 Determine whether the employee satisfies the criteria for the position and can perform the skills required of the position before the position is offered permanently.
 - 14.5.2 Provide the employer an opportunity to review the employee's work performance and their suitability for the position.
 - 14.5.3 Present the employee the same opportunity to assess the position and/or workplace and either accept or decline the position.
- 14.6 During the probationary period, the Federation will:
- 14.6.1 Provide a position description for the position.
 - 14.6.2 Advise that upon the satisfactory completion of the probationary period, the new employee can elect to work nine day fortnight hours.
 - 14.6.3 Provide formal induction and training, subject to the Federation's Training Policy, in the operation of the Federation generally and the duties of the position.
 - 14.6.4 Formally notify and discuss with the employee any performance related issues immediately or within seven working days of the occurrence. Seek an agreed resolution with the employee and document the issue and resolution.
 - 14.6.5 Implement agreed resolutions that are the responsibility of the Federation.
 - 14.6.6 Provide the employee with a monthly review of his/her performance.
 - 14.6.7 Confirm the employee in writing in the position within seven working days of successful completion of the probation period and on the written advice of the Section Assistant General Secretary or Coordinator.
- 14.7 During the probation period the employee will:
- 14.7.1 Raise any issue that may affect his/her ability to perform the duties of the position. It is advisable that such issues are raised informally, in the first instance, with the USU employee representative.
 - 14.7.2 Request, subject to the Federation's Training Policy, any internal or external training that he/she may consider appropriate to perform the duties of the position.
 - 14.7.3 Have the right of written reply to any performance related issues raised.

- 14.7.4 Participate in the monthly reviews.
- 14.7.5 Have the USU Staff Representative or a support person of the employee's choice present at discussions about performance related issues, at monthly reviews.
- 14.7.6 Implement any agreed resolutions for which he/she may be personally responsible.
- 14.8 Monthly Reviews may involve the following people:
- the employee;
 - employee Relations Coordinator;
 - the Section Assistant General Secretary or Coordinator;
 - the USU Staff Representative or a support person of the employee's choice.
- 14.9 The monthly reviews will be conducted as follows:
- 14.9.1 After four weeks, the employee will be notified in writing by the Employee Relations Coordinator of his/her overall performance.
- 14.9.2 Any issues causing concern will be identified in this written advice and discussed at a subsequent meeting. Resolutions will be negotiated and agreed. Advice will be sought from the Section Assistant General Secretary or Coordinator and the employee's performance in relation to the position description will be considered.
- 14.9.3 After a further four weeks, there will be a further review as in clause 14.9.2 above. The employee will be notified in writing by the Employee Relations Coordinator of any issues causing concern. The employee will be advised that any issues remaining unresolved by the third monthly review may lead to termination of the appointment.
- 14.10 At the end of three months, the employee will be formally notified of his/her overall performance and the review finalised.
- 14.11 At the end of a probationary period new employees:
- 14.11.1 If the probationary period has been successfully completed will have their appointment confirmed.
- 14.11.2 If it is determined that there are areas of concern which can be addressed by additional training, the probationary period may be extended by a further three months to allow such training to be undertaken successfully.
- 14.11.3 If there are unresolved issues outlined in the review that have not been addressed satisfactorily, the appointment is to be terminated, with two weeks' notice or payment in lieu if the parties agree that this is more appropriate in the circumstances.
- 14.12 At the end of a probationary period existing employees:
- 14.12.1 If the probationary period has been successfully completed will have the appointment confirmed to either a substantive position or to a long term relief position.
- 14.12.2 If it is determined that there are areas of concern which can be addressed by additional training, the probationary period may be extended by a further three months to allow such training to be undertaken successfully.
- 14.12.3 If there are unresolved issues outlined in the review that have not been addressed satisfactorily, the employee will resume their substantive position.
- 14.13 Records will be kept of each review and be available to the General Secretary and those involved in the review process.

15. PUBLIC HOLIDAYS

- 15.1 New Years' Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labor Day, Christmas Day, Boxing Day and any other day gazetted as a public holiday for the State shall be holidays for the purpose of this Agreement.
- 15.2 Permanent part time employees will be entitled to payment for public holidays where the holiday would normally have been a working day for the employee.
- 15.3 Casual employees will be entitled to a payment for public holidays if the normal working day both sides of the public holiday are worked, and if the public holiday would normally have been a working day for the employee.
- 15.4 Job share employees shall be entitled to payment for public holidays on a pro rata basis by agreement between the job share employees.

Industry Picnic Day

- 15.5 For permanent employees the Industry Picnic Day will be regarded as a Public Holiday and taken in the current year. This day can be taken at the employee's discretion in consultation with the relevant Assistant General Secretary or Section Coordinator.

Easter Thursday

- 15.6 A roster of employees will be provided for the afternoon of the Thursday prior to the Good Friday public holiday. The roster will be drawn up in consultation with the General Secretary. Employees who work that afternoon will be entitled to take a half day of leave in lieu before the end of June in the current year.

16. SICK LEAVE

- 16.1 Permanent full time employees shall be entitled to 20 working days in each calendar year of service on full pay, subject to satisfactory evidence to the employer for more than three consecutive days' leave.
- 16.2 Permanent full time employees with less than one year service shall be entitled to sick leave at the following rates on a pro rata basis. For the first:
 - 3 months 5 days
 - 4 months 6.5 days
 - 5 months 8 days
 - 6 months 10 days
 - 7 months 11.5 days
 - 8 months 13 days
 - 9 months 15 days
 - 10 months 16.5 days
 - 11 months 18 days
- 16.3 Permanent part time employees (including job share employees) shall have sick leave entitlement under Clause 16.1 or 16.2 calculated pro rata according to the employees working hours.
- 16.4 Casual employees are not entitled to sick leave.
- 16.5 The following guidelines may be applied as a matter of discretion in the case of an employee falling ill during his/her first year of service. If insufficient sick leave has been accrued to cover the period of illness, the employee may authorise the employer to deduct any annual leave accrued after he/she has exhausted accumulated sick leave. Any annual leave deducted will be re-credited when the employee has worked a sufficient period of time to accrue the additional sick leave taken in advance. For each day's annual leave re-credited a day's sick leave will be debited.
- 16.6 Untaken sick leave shall be cumulative up to a maximum of 10 days for each year of service. For the purpose of cumulative sick leave, an employee's service shall be calculated from the date of commencing employment. The accumulation shall be done on 1 January each year.
- 16.7 For those employees with less than one year service untaken sick leave shall be cumulative on the 1 January following appointment up to a maximum at the following rates:

3 months 2.5 days
6 months 5 days
9 months 7.5 days

- 16.8 A permanent employee who is ill for one week or more while on annual leave or on long service leave and who has sufficient sick leave credits shall be entitled to sick leave for such illness, provided that the Federation is notified as soon as practicable after such illness occurs and the employee produces a doctor's certificate.
- 16.9 Should an employee not be covered adequately by the above clauses he/she may make special application to the General Secretary. The General Secretary may grant additional sick leave depending on the nature and length of the illness and the working record of the employee concerned. All such applications would have to be supported by a doctor's certificate and are in the absolute discretion of the General Secretary.
- 16.10 Appointments for normal treatment by a doctor, dentist, chiropractor, osteopath, or physiotherapist should be made outside of working hours where possible. Sick leave will be granted for an absence during working hours where an employee is sick and/or where urgent treatment is required.
- 16.11 Sick Leave can be taken in quarter, half or full day increments only.
- For a nine day fortnight week, the Sick Leave increments described above equal:
- | | |
|-----------------------|--------------------|
| ¼ day sick leave = | 1 hour 48 minutes |
| ½ day sick leave = | 3 hours 54 minutes |
| Full day sick leave = | 7 hours 37 minutes |
- For a normal hour week, the Sick Leave increments described above equal:
- | | |
|-----------------------|--------------------|
| ¼ day sick leave = | 1 hours 30 minutes |
| ½ day sick leave = | 3 hours 30 minutes |
| Full day sick leave = | 7 hours |
- 16.12 In cases where an employee's sick leave record is of concern to the General Secretary, medical certificates may be required for every absence.

17. ANNUAL LEAVE

- 17.1 Full time employees excluding casuals shall be granted annual leave of six weeks including up to two weeks for the Christmas / New Year break shutdown.
- 17.2 Permanent part time employees (including job share employees) excluding casuals shall be granted annual leave of six weeks including up to two weeks for the Christmas / New Year break shutdown. The annual leave entitlement shall be paid pro rata by reference to the particular part time employee's ordinary time weekly earnings.
- 17.3 Casual employees are not entitled to annual leave.
- 17.4 For all employees, the amount of leave must not accumulate beyond 12 weeks.
- 17.5 17.5% loading will be paid on four weeks' annual leave.
- 17.6 For periods of employment less than 12 months, annual leave shall be calculated on a pro rata basis.
- 17.7 Applications for annual leave should be lodged at least two weeks before leave is required. Extenuating circumstances shall be considered.
- 17.8 Annual Leave cannot be taken in hours or on half pay.

18. LONG SERVICE LEAVE

- 18.1 Long service leave for permanent employees shall be granted in accordance with the following provisions:

- 18.1.1 After 10 years' permanent service, continuous or broken, 13 calendar weeks leave on full pay.
- 18.1.2 For each additional year of permanent service, continuous or broken, after 10 years, 15 calendar days leave on full pay.
- 18.1.3 After seven years' permanent service, continuous or broken, employees will have pro rata access to accrued Long Service Leave entitlements.
- 18.2 An employee who has completed at least five years permanent service and less than 10 years and whose services are terminated or cease for any reason shall be paid a pro rata amount on the basis of three months for 10 years of service.
- 18.3 Applications for long service leave should be made in writing at least four weeks prior to the commencement of the leave. Variation or changes following commencement of leave must be made in writing at least four weeks in advance.
- 18.4 In the case of death of an employee the Federation shall pay to the employee's legal personal representative the monetary value of that employee's entitlement. For the purpose of this clause the legal personal representative shall be an administrator appointed by a Court or where no such administrator is appointed such other person as the General Secretary determines who will best act in the interests of the beneficiaries of the deceased.
- 18.5 Long service leave can be taken on either half or full pay.
- 18.6 Calculations of long service leave entitlements for part time employees including job share employees shall be in accordance with the Long Service Leave Act.
- 18.7 Periods of Federation casual employment are accredited for the purposes of Long Service Leave after appointment to a permanent position.
- 18.8 Casual employees are entitled to long service leave as provided by the Long Service Leave Act.

The accrual and debiting of Long Service Leave is on a 7-day-week basis.

1 week = 7 calendar days

- a) Long Service Leave is calculated on a seven day week basis, not on a five day week basis.
- b) Except as outlined in (c) below, when Long Service Leave is taken during service, leave commences from the first working day of absence and expires on the day before resumption of duty. For example if an employee takes Long Service Leave up to and including a Friday, the period of Long Service Leave concludes on the Sunday and the Saturday and Sunday are debited as Long Service Leave.
- c) Public holidays occurring during a period of Long Service Leave are excluded from being debited as Long Service Leave.
- d) If Long Service Leave is granted for a short period not immediately preceding a weekend or public holiday, the following conversion scale applies.
- e) The minimum period of Long Service Leave that may be taken is half a day.

| Period Taken | Long Service Leave Debited |
|--------------|----------------------------|
| 1 day | 1 day |
| 2 days | 3 days |
| 3 days | 4 days |
| 4 days | 6 days |

- 18.9 Long Service Leave after seven years service:

18.9.1 Permanent staff members with seven years or more service will be entitled to take (or be paid out on resignation) long service leave in the usual manner. The quantum of leave available is that which would have applied if pro rata leave was granted.

18.9.2 There is no requirement for a permanent staff member with seven or more years of service who have been terminated or who have left employment because of illness, incapacity or domestic or other pressing necessity to claim an entitlement. No repayment will be required if a permanent staff member does not reach 10 years service.

18.10 Double Pay Long Service Leave

18.10.1 A permanent staff member with an entitlement to long service leave may elect to take leave at double pay. The additional payment will be made as a taxable allowance payable for the period of the absence from work. The permanent staff member's leave balance will be debited for the period of the absence and an equivalent number of days as are necessary to pay the allowance.

18.10.2 The allowance is superable for some superannuation fund members only.

18.10.3 Other leave entitlements will accrue at the single time rate where a permanent staff member takes long service leave at double time.

18.10.4 Where a permanent staff member elects to take long service leave at double pay, in most cases a minimum period of absence of one week should be taken.

18.11 Public Holidays whilst on Long Service Leave

18.11.1 Public holidays that fall whilst a permanent staff member is on a period of long service leave will be paid and not debited from a permanent staff member's leave entitlement.

18.11.2 In respect of public holidays that fall during a period of double pay long service leave a permanent staff member will not be debited in respect of the leave on a public holiday. The permanent staff member's leave balance will however be reduced by an additional day to fund the non superable taxable allowance.

19. MATERNITY LEAVE

DEFINITIONS

“Anticipated date of birth” means a date specified by a medical practitioner to be the date on which the medical practitioner expects the staff member to give birth.

“Continuous services” includes:

- **all periods of paid leave, previous adoption, parental and maternity leave without pay, sick leave without pay, public holidays and up to a total of five days leave without pay;**
- **full time and part time permanent service and full time casual service.**

19.1 Entitlement

19.1.1 All permanent staff members who become pregnant are entitled to unpaid maternity leave irrespective of their length of service (refer to 19.4 for paid leave where appropriate).

19.1.2 A permanent staff member who is pregnant shall, subject to this clause, be entitled to be granted maternity leave as follows:

- a) for a period of up to nine weeks prior to the anticipated date of birth; and
- b) for a further period of up to 12 months after the actual date of birth.

A permanent staff member may be granted unpaid maternity leave earlier than nine weeks prior to the anticipated date of birth, however this will not extend the total amount of maternity leave available.

- 19.1.3 A permanent staff member may take maternity leave as follows:
- a) as a period of leave on a full time basis totalling 12 months from the actual date of birth; or
 - b) as a period of unpaid leave on a part time basis up to 24 months (equivalent of 12 months full time leave from the actual date of birth) at the discretion of the General Secretary; or
 - c) as a combination of full time and part time leave provided that the total period of maternity leave taken does not exceed the equivalent of 12 months full time leave from the actual date of birth.
- 19.1.4 Permanent staff members may take both accrued long service leave and accrued recreation leave concurrently with unpaid or half pay maternity leave.
- 19.1.5 Should the permanent staff member not wish to return to duty on the expiration of the maximum period of maternity leave, leave without pay for personal reasons, or other leave to credit may be granted at the discretion of the General Secretary.
- 19.1.6 A further period of maternity leave may be granted at the discretion of the General Secretary if pregnancy occurs while on maternity leave. Any residual leave relevant to the initial period of maternity leave will be cancelled and maternity leave appropriate to the anticipated date of birth applies in respect of the subsequent pregnancy.

19.2 Right to Request

- 19.2.1 A permanent staff member entitled to maternity leave may request the General Secretary to allow the permanent staff member:
- a) to extend the period of simultaneous maternity leave use up to a maximum of eight weeks;¹
 - b) to extend the period of unpaid maternity leave for a further continuous period of leave not exceeding 12 months;
 - c) to return from a period of maternity leave on a part time basis until the child reaches school age;

To assist the permanent staff member in reconciling work and parental responsibilities.

- 19.2.2 The General Secretary shall consider the request having regard to the permanent staff member's circumstances and, provided the request is genuinely based on the permanent staff member's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Federation's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on Federation member services.
- 19.2.3 The permanent staff members request and the General Secretary's decision made under 19.2.1b) and 19.2.1c) must be recorded in writing.
- 19.2.4 Where a permanent staff member wishes to make a request under 19.2.1c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the permanent staff member is due to return to work from maternity leave.

19.3 Communication During Maternity Leave

¹ To be read in conjunction with section on Parental Leave

- 19.3.1 Where a permanent staff member is on maternity leave and a definite decision has been made to introduce significant change at the workplace, the General Secretary shall take reasonable steps to:
- a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the permanent staff member held before commencing the maternity leave; and
 - b) provide an opportunity for the permanent staff member to discuss any significant effect the change will have on the status or responsibility level of the position the permanent staff member held before commencing maternity leave.
- 19.3.2 The permanent staff member shall take reasonable steps to inform the General Secretary about any significant matter that will affect the permanent staff member's decision regarding the duration of maternity leave to be taken, whether the permanent staff member intends to return to work and whether the permanent staff member intends to request to return to work on a part time basis.
- 19.3.3 The permanent staff member shall also notify the General Secretary of changes of address or other contact details which might affect the Federation's capacity to comply with 19.3.1.

19.4 Paid Maternity Leave

- 19.4.1 Payment for maternity leave is available to permanent staff members subject to completion of 40 weeks continuous service following employment or reemployment prior to the anticipated date of birth. Maternity leave for permanent staff members taken not more than nine weeks prior to the anticipated date of birth will count towards the 40 weeks continuous service.
- 19.4.2 Payment is made for a period not exceeding 14 weeks full time equivalent.
- 19.4.3 A permanent staff member who has completed 40 weeks of continuous service as per 19.4.1 and who has taken no more than 12 months full time maternity, adoption or parental leave or its part time equivalent is entitled to be paid at their normal rate i.e. the rate at which they were paid before proceeding on leave for another period of such leave regardless of whether they resume their normal hours of work before proceeding on leave again. This does not require the permanent staff member to complete a further period of 40 weeks continuous service.
- 19.4.4 With the exception of higher duties allowance, any applicable allowance/s will be paid to permanent staff members for the period of paid maternity leave. No allowances will be paid to permanent staff members during periods of no pay maternity leave.

19.5 Method of Payment

- 19.5.1 When completing an application for maternity leave a permanent staff member may elect to be paid by normal fortnightly payments at full or half pay or by lump sum payment.
- 19.5.2 A permanent staff member may apply for one combination of leave at full and half pay or vice versa.

19.6 Application and Variation of Leave

- 19.6.1 An application for maternity leave, accompanied by a medical certificate stating the anticipated date of birth should be submitted to the General Secretary at least one month prior to the proposed first day of leave.
- 19.6.2 Maternity leave must commence no later than the anticipated date of birth.
- 19.6.3 An application for maternity leave should specify the number of weeks required at full pay and at half pay where appropriate.

- 19.6.4 The first and last date of leave must be stated on the application.
- 19.6.5 A permanent staff member may vary the intended period of leave any number of times before it commences.
- 19.6.6 After leave commences, the period of leave may be varied once without approval and on any number of occasions with approval.
- 19.6.7 Subject to approval, a permanent staff member who has returned to full time duty after maternity leave, may, provided the permanent staff member has a balance of maternity leave to credit, apply to revert to full time or part time maternity leave.

19.7 Notification of Birth

As soon as feasible after the birth, a permanent staff member should send a copy of the child's birth certificate to the General Secretary. A permanent staff member may elect to provide an extract of the birth certificate indicating the details of mother and child only.

19.8 Miscarriage or Stillbirth

19.8.1 Miscarriage

In respect of a miscarriage, a permanent staff member shall be granted sick leave or unpaid maternity leave for as long as a medical practitioner certifies to be necessary.

19.8.2 Stillbirth

In respect of a stillbirth, subject to an entitlement existing, a permanent staff member shall have the option of taking paid or unpaid sick leave or paid or unpaid maternity leave (up to 14 weeks paid as appropriate).

19.8.3 Premature Birth

In respect of a premature birth, maternity leave will commence on the actual date of giving birth where maternity leave has not previously commenced.

19.9 Sick Leave and Transfer to a Safe Job

19.9.1 A permanent staff member may use available sick leave with pay, sick leave without pay, long service leave or family and community service leave as appropriate, if, because of a complication associated with the pregnancy, including a history of miscarriage or other illnesses the permanent staff member is unable to continue to work. In this instance the permanent staff member is entitled to sick leave prior to the anticipated date of birth.

19.9.2 Where a permanent staff member's present work is, because of pregnancy or breastfeeding, a risk to her health or safety or to that of her unborn or newborn child:

- a) the permanent staff member's working conditions or hours of work on application to the General Secretary are to be temporarily adjusted to avoid exposure to the risk; or
- b) where the above adjustment is not possible or cannot reasonably be made, the permanent staff member is to be temporarily transferred to other appropriate work that will avoid exposure to the risk and is, as nearly as possible, comparable in status and pay to that of her present work; or
- c) where the above transfer is not possible or cannot reasonably be made, the permanent staff member is to be granted:
 - unpaid maternity leave for as long as a medical practitioner certifies to be necessary to avoid exposure to the risk. This applies regardless of whether the permanent staff member has exhausted her unpaid maternity leave entitlement under paragraph 19.2.2; or

- paid sick leave as the permanent staff member is entitled to, and for as long as a medical practitioner certifies to be necessary to avoid exposure to the risk.

19.10 Absent on Other Leave

19.10.1 If a permanent staff member is absent on leave without pay and applies for maternity leave but does not resume duty, maternity leave may only be approved if the anticipated date of birth is due to occur after the expiry date of the leave without pay.

19.10.2 If a permanent staff member is on leave without pay for personal reasons and the anticipated date of birth is to occur prior to the expiry date of the leave, then from the date the permanent staff member advises of her pregnancy, the remainder of the approved leave without pay will not be debited against a permanent staff member's total entitlement for leave without pay for personal reasons.

19.11 Right of Return

A permanent staff member's right of return to her substantive position is retained if she resumes duty 24 months (or earlier) after the actual date of birth of the child.

19.12 Resumption of Duty

One month prior to the date on which a permanent staff member is due to resume duty she must either confirm in writing that she will be resuming duty, or apply for an extension of leave, or if resigning, submit notice of separation.

19.13 Resignation

The position of a permanent staff member who submits notice of resignation when proceeding on maternity leave will be declared vacant. Resignation in this instance will not be accepted earlier than the last day of the paid maternity leave nor later than this last day of approved leave.

19.14 Superannuation

A permanent staff member on maternity leave whether paid or unpaid, is not required to meet any payment of the employer's superannuation contributions to any New South Wales superannuation fund.

19.15 Service Credits for Maternity Leave

19.15.1 Maternity leave without pay does not count as service for long service leave, except when a permanent staff member has completed at least seven years paid service, then any period of adoption leave without pay of less than six months counts for the accrual of long service leave.

19.15.2 Paid maternity leave counts as service for annual leave loading purposes.

19.15.3 Paid maternity leave accrued vacation pay and any entitlement will be paid during the relevant vacation.

19.15.4 With the exception of long service leave, annual leave loading and annual leave, paid and unpaid maternity leave counts as service in respect of all other categories of leave.

19.15.5 Staff who are on unpaid maternity leave (including part time maternity leave without pay) or leave without pay following maternity leave may seek approval to work as a casual while on such leave. No approval will be granted to a staff member whilst on paid maternity leave.

19.16 Part Time Maternity Leave

19.16.1 Eligibility

All permanent staff members who become pregnant may at the General Secretary's discretion take maternity leave on a part time basis.

19.16.2 Application and Variation of Leave

a) An application for part time maternity leave should be submitted at least seven weeks in advance of the date on which leave is to commence.

b) **A minimum of one day per week must be worked on a set and regular basis.**

NB: what was printed i.e. “(b) Applications for part time maternity leave for between one and four days per week may be provided at the General Secretary’s discretion over a period of up to two years”. This does not match 2006 teacher or public servant determinations and I do not understand how it was added in here.

c) A permanent staff member may make application to vary the period of part time maternity leave and/or work arrangements provided that sufficient maternity leave is available.

d) Subject to approval, a permanent staff member who has returned to full time or substantive hours of duty after maternity leave may apply to revert to part time or full time maternity leave.

e) Similarly, a permanent staff member who has returned to duty on a part time basis may apply to revert to full time maternity leave and vice versa.

19.16.3 Duration of Leave

a) The maximum period of part time maternity leave which may be taken is 24 months from the date of birth.

b) Subject to the maximum period stated in a) above, the actual period of part time maternity leave that a permanent staff member may take will be determined by:

i) the period of untaken full time maternity leave; and

ii) the number of days per week that a permanent staff member works.

19.16.4 Right of Return

A permanent staff member on part time maternity leave without pay will have right of return to her substantive position for the duration of the period of leave.

19.16.5 Leave Conditions

a) Annual Leave Loading

Permanent staff members on part time maternity leave are eligible for annual leave loading on a pro rata basis.

b) Leave Without Pay

Permanent staff members on part time maternity leave may be granted short periods of leave without pay but if a permanent staff member requires an extended period of leave without pay the part time maternity leave must be terminated.

c) Permanent staff members may take both accrued long service leave and accrued annual concurrently with part time maternity leave.

d) Permanent staff members may be granted the following leave under normal conditions:

- Leave without pay
- Long service leave
- Sick leave
- Annual leave
- Family and community service leave

The following leave will accrue on a pro rata basis:

- Family and community service leave
- Sick leave
- Long service leave
- Annual leave

20. ADOPTION LEAVE

DEFINITIONS

“Primary caregiver” means the person who assumes the principal role of providing care and attention to the child.

“Continuous service” includes:

- **all periods of paid leave, previous maternity, parental and adoption leave without pay, sick leave without pay, public holidays and up to a total of five days leave without pay;**
- **fulltime and part time permanent service and fulltime casual service.**

20.1 Entitlement and Payment

20.1.1 Unpaid Adoption Leave

All permanent staff members who adopt a child and who are to be the primary caregiver of the child, are entitled to the following periods of unpaid adoption leave irrespective of their length of service (refer to 20.1.4 for paid leave where appropriate).

- For a period of up to 12 months on a full time basis if the child has not commenced school at the date of taking custody.
- For a period of up to 12 months on a full time basis as the General Secretary may determine if the child has commenced school at the date of taking custody.
- A permanent staff member may take adoption leave as follows:
 - as a period of unpaid leave on a full time basis totalling 12 months; or
 - as a period of unpaid leave on a part time basis totalling 24 months (12 months or equivalent full time) at the discretion of the General Secretary; or
 - as a combination of full time and part time leave provided that the total period of adoption leave taken does not exceed the equivalent of 12 months full time leave.
- Permanent staff members may take both accrued long service leave and accrued annual leave concurrently with unpaid or half paid adoption leave.

20.1.2 Right to Request

- A permanent staff member entitled to adoption leave may request the General Secretary to allow the permanent staff member:

- i) to extend the period of simultaneous adoption leave use up to a maximum of eight weeks;²
 - ii) to extend the period of unpaid adoption leave for a further continuous period of leave not exceeding 12 months;
 - iii) to return from a period of adoption leave on a part time basis until the child reaches school age;
- to assist the permanent staff member in reconciling work and parental responsibilities.
- b) The General Secretary shall consider the request having regard to the permanent staff member's circumstances and, provided that the request is genuinely based on the permanent staff member's adoption responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Federation's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on Federation's member services.
 - c) The permanent staff members request and the Federation's decision made under 20.1.2a)(ii) and 20.1.2a)(iii) must be recorded in writing.
 - d) Where a permanent staff member wishes to make a request under 20.1.2a)(iii), such a request must be made as soon as possible but no less than 7 weeks prior to the date upon which the permanent staff member is due to return to work from adoption leave.

20.1.3 Communication During Adoption Leave

- a) Where a permanent staff member is on adoption leave and a definite decision has been made to introduce significant change at the workplace, the General Secretary shall take reasonable steps to:
 - i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the permanent staff member held before commencing adoption leave; and
 - ii) provide an opportunity for the permanent staff member to discuss any significant effect the change will have on the status or responsibility level of the position the permanent staff member held before commencing adoption leave.
 - iii) The permanent staff member shall take reasonable steps to inform the General Secretary about any significant matter that will affect the permanent staff members decision regarding the duration of adoption leave to be taken, whether the permanent staff member intends to return to work and whether the permanent staff member intends to request to return to work on a part time basis.
 - iv) The permanent staff member shall also notify the General Secretary of changes of address or other contact details which might affect the Federation's capacity to comply with 20.1.3a).

20.1.4 Paid Adoption Leave

- a) Payment for adoption leave is available to permanent staff members who are the primary caregiver subject to completion of 40 weeks continuous service prior to the anticipated date of taking custody of the child.
- b) Payment is made for a period not exceeding 14 weeks full time equivalent.

² To be read in conjunction with section on Parental Leave

- c) With the exception of higher duties allowance any applicable allowances will be paid to permanent staff members for the period of paid adoption leave. No allowances will be paid to permanent staff members during periods of no pay adoption leave.

20.1.5 Method of Payment

- a) When completing an application for adoption leave a permanent staff member may elect to be paid by normal fortnightly payments at full or half pay or by payment in a lump sum.
- b) A permanent staff member may apply for one combination of leave at full and half pay.
- c) A permanent staff member who has completed 40 weeks of continuous service as per 20.1.4a) and who has taken no more than 12 months full time maternity, adoption or parental leave or its part time equivalent is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on leave) for another period of such leave regardless of whether they resume their normal hours of work before proceeding on leave again. This does not require the permanent staff member to complete a further period of 40 weeks continuous service.

20.2 Other Leave

20.2.1 Adoption leave commences on the date of taking custody of the child. Other leave as is necessary to attend to the domestic travel and residential agreements associated with taking charge of the child may be taken prior to the commencement of adoption leave.

20.2.2 Subject to an entitlement existing, a permanent staff member may apply for family and community service leave, long service leave, or leave without pay for this purpose.

20.3 Application and Variation of Leave

20.3.1 An application for adoption leave, accompanied by documentation from the adoption authority indicating the anticipated date of taking custody, should be submitted at least one month prior to the anticipated date of taking custody of the child.

20.3.2 Where a permanent staff member takes custody of the child earlier than expected, an application for leave should be submitted no later than 14 days after taking custody of the child.

20.3.3 The first and last date of leave must be stated on the application.

20.3.4 A permanent staff member may vary the intended period of leave any number of times before it commences.

20.3.5 After leave commences the period of leave may be varied once without approval and on any number of occasions with approval.

20.3.6 Subject to approval, a permanent staff member who has returned to full time duty after adoption leave, may, provided the permanent staff member has a balance of adoption leave to credit, apply to revert to full time or part time adoption leave.

20.4 Right of Return

20.4.1 A permanent staff member's right of return to their substantive position is retained if the total period of adoption and any other leave is 24 months (or less).

20.5 Part Time Adoption Leave

20.5.1 All permanent staff members adopting a child who has not commenced school at the date of taking custody, and who are to be the primary caregiver of the child, may take adoption leave on a part time basis.

- 20.5.2 Applications for part time adoption leave for between one and four days per week may be approved at the discretion of the General Secretary over a period of up to two years.
- 20.5.3 During part time adoption leave the right of return to the permanent staff member's substantive position is maintained.
- 20.5.4 Unless otherwise stated in this section, the provisions of permanent part time employment will apply for all service undertaken during the period of part time adoption leave.
- 20.5.5 Permanent staff members may take both accrued long service leave and accrued annual leave concurrently with part time adoption leave.
- 20.5.6 An application for part time adoption leave should be submitted at least one month in advance of the date on which leave is to commence.
- 20.5.7 A permanent staff member may make application to vary the period of part time adoption leave and/or work arrangements provided that sufficient adoption leave is available.
- 20.5.8 Subject to approval a permanent staff member who has returned to full time duty after adoption leave may apply to revert to part time or full time adoption leave.
- 20.5.9 Similarly, a permanent staff member who has returned to duty on a part time basis may apply to revert to full time adoption leave and vice versa.

20.6 Service Credits for Adoption Leave

- 20.6.1 Adoption leave without pay does not count as service for long service leave, except when a permanent staff member has completed at least seven years paid service, then any period of adoption leave without pay of less than six months counts for the accrual of long service leave.
- 20.6.2 Paid adoption leave counts as service for annual leave loading purposes.
- 20.6.3 Paid adoption leave accrues vacation pay.
- 20.6.4 With the exception of long service leave, annual leave loading and annual leave paid and unpaid adoption leave counts as service in respect of all other categories of leave.
- 20.6.5 Permanent staff members eligible to be paid any applicable allowance(s) shall be paid on a pro rata basis to a full time permanent staff member's entitlement, calculated on the number of days actually worked.

20.7 Superannuation

A permanent staff member on adoption leave whether paid or unpaid, is not required to meet any payment of the employer's superannuation contributions to any New South Wales superannuation fund.

20.8 Resignation

The position of a permanent staff member who submits notice of resignation when proceeding on adoption leave will be declared vacant. Resignation in this instance will not be accepted earlier than the last day of the paid adoption leave nor later than the last day of approved leave.

21. PARENTAL LEAVE

DEFINITIONS

“Anticipated date of birth” means a date specified by a medical practitioner to be the date on which the medical practitioner expects the staff member to give birth.

“Birth” shall include stillbirth except where otherwise stated.

“Continuous service” includes:

- **All periods of paid leave, previous adoption, parental and maternity leave without pay, sick leave without pay, public holidays and up to a total of five days leave without pay;**
- **Full time and part time permanent service and full time casual service.**

21.1 Entitlement and Payment

21.1.1 Unpaid Leave

- a) Unpaid parental leave is available to permanent staff members for whom maternity or adoption leave does not apply, for the birth of the child or the termination of the spouse’s pregnancy or, in the case of adoption, for the date of taking custody, irrespective of their length of service (refer to 21.1.5 for paid leave where appropriate).
- b) A permanent staff member is entitled to parental leave, which is not taken simultaneously with the partner’s maternity leave or adoption leave, as follows:
 - i) A period of unpaid leave on a full time basis totalling 12 months; or
 - ii) A period of unpaid leave on a part time basis totalling 24 months at the discretion of the General Secretary; or
 - iii) A combination of full time and part time leave provided that the total period of parental leave taken does not exceed the equivalent of 12 months full time leave.
- c) Permanent staff members may take both accrued long service leave and accrued annual leave concurrently with unpaid or half pay parental leave.
- d) Extended parental leave applied for but not commenced, will be cancelled in cases of miscarriage or still birth.

21.1.2 Simultaneous Leave

- a) A permanent staff member may take simultaneous maternity / adoption leave and parental leave when:
 - i) A permanent staff member is taking paid parental leave and the permanent staff members partner is taking maternity or adoption leave.
 - ii) Both partners are sharing child care duties on a part time basis on separate days.

21.1.3 Right to Request

- a) A permanent staff member entitled to parental leave may request the General Secretary to allow the permanent staff member:
 - i) to extend the period of simultaneous parental leave up to a maximum of eight weeks;
 - ii) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
 - iii) to return from a period of parental leave on a part time basis until the child reaches school age;

to assist the permanent staff member in reconciling work and parental responsibilities.

- b) The General Secretary shall consider the request having regard to the permanent staff member's circumstances and, provided the request is genuinely based on the permanent staff member's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the Federation's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on Federation member services.
- c) The permanent staff members request and the General Secretary's decision made under 21.1.3a)(ii) and 21.1.3a)(iii) must be recorded in writing.
- d) Where a permanent staff member wishes to make a request under 21.1.3a)(iii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the permanent staff member is due to return to work and parental leave.

21.1.4 Communication During Parental Leave

- a) Where a permanent staff member is on parental leave and a definite decision has been made to introduce significant change at the workplace, the General Secretary shall take reasonable steps to:
 - i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the permanent staff member held before commencing parental leave; and
 - ii) provide an opportunity for the permanent staff member to discuss any significant effect the change will have on the status of the position the permanent staff member held before commencing parental leave.
- b) The permanent staff member shall take reasonable steps to inform the General Secretary about any significant matter that will affect the permanent staff members decision regarding the duration of parental leave to be taken, whether the permanent staff member intends to return to work and whether the permanent staff member intends to request to return to work on a part time basis.
- c) The permanent staff member shall also notify the employer of changes of address or other contact details which might affect the Federation's capacity to comply with 21.1.3a).

21.1.5 Paid Parental Leave

- a) Payment for parental leave is available to permanent staff members subject to completion of 40 weeks continuous service prior to the anticipated date of birth or date of taking custody.
- b) Payment is at the rate of one week full pay or two weeks half pay. This may be taken simultaneously with a partner's maternity leave. Any additional simultaneous leave will be unpaid.
- c) A permanent staff member who has completed 40 weeks of continuous service as per 21.1.5a) and who has taken no more than 12 months full time maternity, adoption or parental leave or its part time equivalent is entitled to be paid at their normal rate (i.e. the rate at which they were paid before proceeding on leave) for another period of such leave regardless of whether they resume their normal hours of work before proceeding on leave again. This does not require the permanent staff member to complete a further period of 40 weeks continuous service.
- d) With the exception of higher duties allowance, any applicable allowances will be paid to eligible permanent staff members for the period of paid parental leave. No

allowances will be paid to permanent staff members during period of no pay parental leave.

21.2 Application and Variation of Leave

- 21.2.1 The permanent staff member is required to make an application for parental leave at least one month prior to the proposed first day of leave.
- 21.2.2 An application for parental leave must be accompanied by a medical certificate which includes the anticipated date of birth of the child or in the case of an adopted child, documentation from the authority indicating the expected date of taking custody should be submitted.
- 21.2.3 The first and last date of leave must be stated on the application.
- 21.2.4 Permanent staff members eligible for long service leave may apply to use long service leave to supplement a period of half pay or unpaid parental leave.
- 21.2.5 A permanent staff member may vary the intended period of leave any number of times before it commences.
- 21.2.6 After leave commences the period of leave may be varied once without the approval and on any number of occasions with approval.
- 21.2.7 Subject to approval, a permanent staff member who has returned to full time duty after parental leave, may, provided the permanent staff member has a balance of parental leave to credit, apply to revert to full time or part time parental leave.

21.3 Right of Return

- 21.3.1 A permanent staff member's right of return to their substantive position is retained if the total period of parental leave and any other leave is 24 months (or less).

21.4 Part Time Parental Leave

- 21.4.1 Applications for part time parental leave for between one and four days per week may at the discretion of the General Secretary be approved over a period of up to two years.
- 21.4.2 During part time parental leave the right of return to the permanent staff member's position is maintained.
- 21.4.3 The provisions of permanent part time employment will apply for all service undertaken during the period of part time parental leave.
- 21.4.4 Permanent staff members may take both accrued long service leave and accrued recreation leave concurrently with part time parental leave.

21.5 Leave Accrual

Unpaid parental leave counts as service on the same basis as for leave without pay.

21.6 Superannuation

A permanent staff member on parental leave whether paid or unpaid, is not required to meet any payment of the employer's superannuation contributions to any New South Wales superannuation fund.

21.7 Resignation

The position of a permanent staff member who submits notice of resignation when proceeding on parental leave will be declared vacant. Resignation in this instance will not be accepted earlier than the last day of the paid adoption leave nor later than the last day of approved leave.

22. REGULAR CASUAL FEDERATION STAFF MEMBERS AS DETERMINED BY THE GENERAL SECRETARY – ADOPTION, BEREAVEMENT, MATERNITY, PARENTAL AND PERSONAL CARERS ENTITLEMENTS

DEFINITIONS

“Anticipated date of birth” means a date specified by a medical practitioner to be the date on which the medical practitioner expects the teacher to give birth.

“Birth” shall include stillbirth.

“Continuous service” includes:

- **all periods of paid leave, previous adoption, parental and maternity leave without pay, sick leave without pay, public holidays and up to a total of five days leave without pay; and**
- **full time and part time permanent and full time casual service.**

The following period does not count as service but it does not break the continuity of service:

- **Any absence from duty for a period or periods of leave without pay which exceeds a total accumulated period of five days.**

22.1 Maternity Payment

22.1.1 Eligibility

- a) Regular casual staff members, who become pregnant and have completed at least 40 weeks continuous service prior to the anticipated date of birth of the child may qualify for maternity payment. The 40 weeks continuous service must be completed within the two year period immediately preceding the anticipated date of birth. 40 weeks continuous service includes paid leave, maternity leave without pay, sick leave without pay, public holidays and up to 5 days LWOP etc.
- b) A regular casual staff member may qualify for a maternity payment if she has employment prior to ceasing duty.
- c) A regular casual staff member who is not employed for a period of up to four weeks prior to the anticipated date of birth will have this period deemed as continuous service for the purposes of eligibility for maternity payments.

22.1.2 Payment

- a) Eligible regular casual staff members will receive a maternity payment equivalent to 14 weeks pay. The payment for the 14 weeks is at the employee’s normal rate of pay and hours per week as at the anticipated date of birth and is paid for the maternity period.
- b) The maternity payment will be made in a lump sum.
- c) A regular casual staff member will not be paid more than a full time permanent staff member on the same status.

22.1.3 Application

- a) An application for a maternity payment should be submitted by the General Secretary at least four weeks prior to ceasing duty.

- b) The application must be accompanied by a medical certificate stating the anticipated date of birth.

22.2 Personal Carers Entitlements for Regular Casual Staff Members

- 22.2.1 Subject to the evidentiary and notice requirements in clause 22.4 of this section regular casual staff members are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in clause 22.4 of this section who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- 22.2.2 The General Secretary and the regular casual staff member shall agree on the period for which the regular casual staff member will be entitled to not be available to attend work. In the absence of agreement, the regular casual staff member is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The regular casual staff member is not entitled to any payment for the period of non attendance.
- 22.2.3 The General Secretary must reengage a regular casual staff member who has accessed the entitlements provided for in this clause. The rights of the Federation to engage a regular casual staff member are otherwise not affected.

22.3 Bereavement Entitlements for Regular Casual Staff Members

- 22.3.1 Subject to the evidentiary and notice requirements of clause 22.4 of this section, regular casual staff members are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in clause 22.4 of this section.
- 22.3.2 The Federation and the regular casual staff member shall agree on the period for which the regular casual staff member will be entitled to not be available to attend work. In the absence of agreement, the regular casual staff member is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The regular casual staff member is not entitled to any payment for the period of non attendance.
- 22.3.3 The General Secretary must reengage a regular casual staff member who has accessed the entitlements provided for in this clause. The rights of the Federation to engage or not to engage a casual staff members are otherwise not affected.

22.4 Entitlement to Leave

The entitlement to leave in accordance with clauses 22.2 and 22.3 above is subject to:

- 22.4.1 the regular casual staff member being responsible for the care of the person concerned; and
- 22.4.2 the regular casual staff member concerned being:
 - a) a spouse of the regular casual staff member; or
 - b) 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
 - c) a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the regular casual staff member or spouse or de facto spouse of the regular casual staff member; or
 - d) a same sex partner who lives with the regular casual staff member as the de facto partner of that regular casual staff member on a bona fide domestic basis; or
 - e) a relative of the casual staff member who is a member of the same household, where for the purposes of this paragraph:

- i) “relative” means a person related by blood, marriage, affinity or aboriginal kinship structure;
- ii) “affinity” means a relationship that one spouse because of marriage has to blood relatives of the other; and
- iii) “household” means a family group living in the same domestic dwelling.

22.4.3 The regular casual staff member shall, wherever practicable, give the General Secretary notice prior to the absence of the intention to take leave, the name of the person requiring care and their relationship to the regular casual staff member, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the regular casual staff member to give prior notice of absence, the regular casual staff member shall notify the General Secretary by telephone of such absence at the first opportunity on the day of absence.

22.4.4 The regular casual staff member shall, if required,

- a) 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; or
- b) establish by production of documentation acceptable to the Federation or a statutory declaration, the death of the family member.

22.5 Parental and Adoption Leave

22.5.1 Unpaid parental and adoption leave of one week may be granted at the time of taking custody or actual date of birth.

22.5.2 The provision shall apply to regular casual staff members who have employment at the time of taking leave.

23. FAMILY AND COMMUNITY SERVICE LEAVE (“FACS”) AND PERSONAL CARERS LEAVE

23.1 Up to five days paid leave per calendar year may be available to permanent employees as FACS leave. The granting of FACS leave is at the discretion of the General Secretary. FACS leave is primarily intended to permit employees to respond to an emergency situation including:

- illness in the family
- the illness of aged parents
- funerals for relatives or at the discretion of the General Secretary
- family law court proceedings where property or custody of children are involved
- floods
- bush fires
- being snowed in
- removal of residence (in special circumstances)

Such leave could also be used in the event of planned absence for family and community service responsibilities where some advance notice is given.

23.2 Bereavement Leave

Where FACS leave has been exhausted, additional paid FACS leave of up to four days may be granted to an employee on application to the General Secretary as a form of bereavement leave.

When FACS leave has been exhausted staff shall be entitled to use any current sick leave to credit or any cumulative sick leave accrued from the past three years to provide care and support to person described in clause 23.5 of this Agreement when they are ill. This period is determined as being the

three years immediately proceeding the first day of **each application for** personal carer's leave. Such leave may be taken for part **but not less than a quarter** of a single day.

23.3 Personal Carers Leave

Staff shall, if required, establish 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 carer's leave under this subclause where another person has taken leave to care for the same person.

23.4 The entitlement to use sick leave in accordance with this subclause is subject to the employee being responsible for the care and support of the person concerned, the person concerned being:

23.4.1 a spouse of the employee;

23.4.2 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;

23.4.3 a child or an adult child (including an adopted child, a step child, a foster child or an ex nuptial), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee;

23.4.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis;

23.5 An employee shall, wherever practicable, give the employer notice prior to their intention to take leave, including:

- name of the person requiring care;
- their relationship to the employee;
- reasons for taking such leave; and
- estimated length of the absence.

23.6 If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the first day of absence.

24. LEAVE WITHOUT PAY ("LWOP")

24.1 Applications from permanent employees for periods of LWOP will be considered by the General Secretary in cases where employees have more than two years service.

24.2 For employees with less than two years service the General Secretary will consider application for short periods of LWOP. This should be supported by a written explanation of the special circumstances involved.

24.3 Acceptance should not be assumed.

24.4 Applications for LWOP should be made in writing at least four weeks prior to the intended commencement of the leave. Variation or changes following commencement of leave must be made in writing at least four weeks in advance.

24.5 The maximum period of LWOP on any one occasion is 12 months.

24.6 The cumulative maximum period of LWOP, including periods of part time LWOP, for any employee is three years.

24.7 If the approved LWOP is for a period of up to six months then the employee has right of return to their position.

24.8 If the approved leave is for a period of more than six months, the employee's position cannot be guaranteed and they will be required to relinquish their position. On return from LWOP the employee will be appointed to a position should one be available and will be given priority for the next suitable

vacancy which is at the salary level of their previous position provided they are qualified to hold the new position.

- 24.9 An employee is entitled to maintain membership of the Teachers Credit union and Health Society whilst on leave without pay but is personally responsible for contribution or payments to either body.
- 24.10 An employee who is a member of the Federation's Staff Superannuation Fund taking LWOP of six months or less is entitled to continue paying contributions during their period of LWOP, and the employer undertakes to meet its contributions.
- 24.11 Where an employee, in accordance with the rules of the Provident Fund / Superannuation Scheme, chooses to reduce their contribution to the Fund during a period of LWOP such contributions may not be reduced below the amount necessary to maintain any death or disability insurance maintained as part of the employee's membership of the Fund.

Part Time Leave Without Pay

- 24.12 Applications from employees other than short term casual employees for periods for part time leave without pay will be considered by the General Secretary in cases where employees have more than two years' service.
- 24.12.1 Part time leave without pay will only be approved for period of up to six months.
- 24.12.2 The employee may be required to work a minimum of three days per week.
- 24.12.3 The employee will retain the right of return to their full time position.

25. STUDY LEAVE

- 25.1 Employees shall be granted up to one half day per week, subject to the approval of the General Secretary, to undertake approved courses related to their work or future work in the Federation.
- 25.2 This clause is to be implemented consistent with the Federation's Training Policy (Schedule 2) in conjunction with the endorsed decision of the Training Committee and the General Secretary.

26. JURY DUTY

- 26.1 Where an employee is required to perform duty as a juror their salary will continue to be paid by the employer. Where the employee receives payment in lieu of wages or salary for jury duty performed, this payment will be paid to the employer.
- 26.2 An employee is still entitled to claim from the Sheriff's Office out of pocket expenses whilst serving on a jury panel.

27. WORKERS COMPENSATION

- 27.1 Employees shall be fully covered by Workers' Compensation within the terms of current legislation. Where an employee receives less than they would have received had they continued to work, the difference can be made up from sick leave or other accrued leave upon written request.
- 27.2 Whilst an employee is on Workers' Compensation for the 26 week maximum payment period, that is, until they become subject to the payment of the minimum amount provided under Workers' Compensation legislation, the Federation will pay the Superannuation Guarantee Charge (SGC). At that point, whilst the employee is no longer on salary but solely on Workers' Compensation entitlements, whilst ever the employee is receiving salary, even top up salary from their accrued leave entitlements for, Superannuation Guarantee purposes, it will be treated the same as salary and their Superannuation Guarantee will be paid by the Federation.

28. TRADE UNION TRAINING

Attendance at Trade Union Training Courses shall be subject to the General Secretary's approval. The Federation will pay the employee's salary while the employee is attending the course.

29. UNION MEMBERSHIP

The Federation and Staff Representative/s believe it appropriate that all employees covered by this Agreement be members of the USU.

The USU Staff Representative/s to a maximum of three shall be entitled, on application the General Secretary, to one half day per month on paid leave to perform any duties associated with this role in line with the ACTU's Charter of Delegates' Rights. Such leave may be accumulated up to two days.

30. STAFF MEETINGS

Staff who are members of the USU shall be entitled to a meeting of one hour's duration per month, providing that the time and staffing arrangements are agreed upon by the Staff Representative/s and the General Secretary.

31. TERMINATION OF EMPLOYMENT

- 31.1 Permanent and permanent part time employment may be terminated by two week's notice on either side, or by payment of or forfeiture of two weeks' pay in lieu of notice.
- 31.2 Casual employment may be terminated by one hours notice on either side, or by payment of or forfeiture of one hours pay in lieu of notice.
- 31.3 On the termination of employment, the employer shall, at the request of the employee, give such employee a statement signed by the employer, stating the period of employment and when employment is terminated.

32. REDUNDANCY

- 32.1 When it is necessary to make employees redundant the Federation shall in the first instance offer voluntary redundancy with timelines and the opportunity for staff to express interest in redundancy "without prejudice" to their current positions.
- 32.2 The future staffing needs of the Federation will be considered in the light of these expressions of interest in voluntary redundancy.
- 32.3 The transfer of staff across sections will be considered where the staff member has the appropriate skills or qualifications.
- 32.4 Appropriate and reasonable training at Federation's expense will be available to facilitate such transfer.
- 32.5 Exploration of alternate job location in related organisations will occur.
- 32.6 There will be appropriate counselling at Federation's expense.
- 32.7 Federation reserves the right to nominate areas and positions for redundancy on the basis of a review of current needs and following offers of voluntary redundancy.
- 32.8 Redundancy payments will be as follows:
 - 32.8.1 four weeks severance pay; plus
 - 32.8.2 two weeks pay for each year of service; plus
 - 32.8.3 an additional benefit for staff 45 years of age and over (based on total years of service) as follows:
 - one day for each year of service between 0-10 years, then;
 - one and a half days for each year of service between 11-20 years, then;
 - two days for each year of service beyond 21 years.

33. OTHER DUTIES

- 33.1 Employees before accepting a position shall be informed of the duties and salary of the position.
- 33.2 The staff agree that they shall provide assistance in the various sections of the Federation when required because of extra workloads in particular areas or a reduced workload in their own area of responsibility. Employees shall be given an opportunity to learn the skills required to undertake duties within the Federation office.
- 33.3 Employees will receive their normal salary when carrying out duties that attract a lower rate of pay and will receive the benefits of Clause 10 (Performance of Higher Duties) when performing higher duties.
- 33.4 The General Secretary shall be responsible for the implementation of this clause and will consult with the staff member and Officer / Supervisor concerned.

34. TECHNOLOGICAL CHANGE

- 34.1 For the purpose of the Agreement technological change means the introduction, alteration or replacement of computers (communications equipment and other new equipment) or work organisation ancillary to the use of such equipment.
- 34.2 Computer means an electronic device which is capable of receiving facts or data, processing or performing calculations on that data and delivering answers or information in the required format for use by a person or to control the operations of another machine or computer.
- 34.3 The USU seeks active participation in the decision making processes regarding technological change and the participation of affected members in such decision making.
- 34.4 All information required to enable a full evaluation of proposed technological change must, in the first instance, be provided to the USU's elected Staff Representative/s on the Technology Committee and consultation relative to any aspect of this shall take place from the contemplative stage onwards and continue through the development, implementation and post implementation stages.
- 34.5 No decision relating to any part of the process of change to work organisation, job structure or technology shall take place without the above and without the provision of satisfactory information, consultation and agreement between the NSW Teachers Federation and employees.
- 34.6 Employees agree to undertake any necessary reviews of existing work organisation. Agreed changes in work organisation required to effect technological change will be implemented by employees.
- 34.7 The Federation will ensure that occupational health and safety questions associated with technological change will be addressed, including, but not limited to, a proper provision of furniture, lighting and appropriate testing arrangements.
- 34.8 Federation will provide a proper level of training for staff required to use any equipment that the Federation, in agreement with employees, decides to install. Where necessary, retraining will occur for employees whose work is affected by technological change.
- 34.9 To facilitate skill development and multi skilling, the Federation agrees to provide:
- introductory information and training for all employees;
 - appropriate training for adequate numbers of employees needed to relieve or back up staff whose positions require the use of new technology;
 - appropriate training for employees successful in their application to fill an existing position.
- 34.10 No position should be diminished in quality of work or responsibility as a result of new technology. Elected officers or salaries staff will have access to the use of new equipment and where this is likely to diminish the scope or the responsibility of the work of an employee, the Federation will ensure that appropriate compensatory changes are made to the organisation of the work of that employee.
- 34.11 The Federation agrees that no permanent full time or permanent part time person employed by the Federation now or in the future will lose their employment as a result of technological change.

- 34.12 The Federation agrees that in some circumstances and where appropriate an employee's acquisition and use of new computer related skills may require a reclassification and/or upgrading of that employee's position. The issue of reclassification will be dealt with in accordance with the provisions in Clause 36.
- 34.13 Employees shall have one elected representative on the Technology Committee. When the representative is unable to attend meetings an alternate representative can attend. The Federation is to arrange internal relief / back up where necessary in order to allow the employee representative on the Committee to attend meetings and carry out work associated with the Committee.

35. EYE CARE

- 35.1 The Federation acknowledges that employees in certain circumstances may require eye testing in relation to their work with computers.
- 35.2 If glasses are prescribed for staff working specifically with computers and where no other reimbursement is available from a Health Fund, the Federation will pay for the glasses.
- 35.3 Where there is a charge for the eye test then the Federation will also consider reimbursement of this charge.
- 35.4 The Federation Health Society rates will be applicable for the reimbursement of the eye test charge and for the glasses prescribed.
- 35.5 Equipment installed will be in accordance with the Australian Standards Association to ensure compliance with accepted tolerance levels.
- 35.6 The WorkCover standard is accepted as the monitor of radiation levels, glare, and reflection.
- 35.7 The Federation will be responsible for ensuring that the lighting and equipment meets the standard and needs for all employees.
- 35.8 All employees will be encouraged to take appropriate breaks from looking continuously at their computer screens.

36. SKILLS BASED CLASSIFICATION STRUCTURE ("SBCS")

- 36.1 The Federation and staff have agreed and implemented a SBCS effective from 30 June 1996.
- 36.2 Any employee who was graded at a level which carried a lower salary was identified. The employee continues to receive all future wage adjustments while employed in the position they held at the date of implementation. When that position is vacated by the incumbent, it will revert to the rate of pay applicable under the Skills Based Classification.
- 36.3 No identified employee shall be forced or requested to vacate their position because of these processes.
- 36.4 The Federation and staff have agreed that a review of the SBSC will begin within six months of the commencement of this Agreement to be undertaken in conjunction with an external party.

Position Reclassification Process

- 36.5 The Federation and employees acknowledge that there are special circumstances where the nature of work in an employee's position may change and this may require a review of the position and its skills against the skills matrix and the positions ranking.
- 36.6 The change can be identified by the employee or be proposed by or arise from changes introduced by the Federation.
- 36.7 The following guidelines for the position / skills review as outlined in the Position Reclassification Process will apply:

- 36.7.1 The employee's supervisor and/or Employee Representative may advise in regard to the employee's review.
- 36.7.2 The review submission will be referred to the General Secretary and be considered by the SBCS Review Committee. The Committee will comprise two elected Employee Representatives and two Employer Representatives nominated by the General Secretary.
- 36.7.3 The review committee members will be familiar with the SBCS and the positions in the structure of their ranking.
- 36.8 The basis of a successful review will depend upon the following being agreed to:
 - 36.8.1 identification of new skills;
 - 36.8.2 comparison of new skills to existing skills;
 - 36.8.3 the ranking of new skills within the structure; and
 - 36.8.4 the new skills being a new requirement for the position.
- 36.9 The Committee will refer its recommendation to the General Secretary within 15 working days.
- 36.10 A General Secretary decision will be made within 10 working days of the submission being referred to the General Secretary.
- 36.11 Where a submission is successful the position description shall be amended to include the new skill/s, if appropriate.
- 36.12 Where an entirely new skill, not currently on the Matrix is identified, and agreed to, then the Matrix will be amended to include the new skill/s.
- 36.13 A salary review and adjustment may follow.
- 36.14 Where submission is not successful, a copy of the Committee's recommendation and advice from the General Secretary may be sought.

37. SALARY PACKAGING

Salary packaging is available through the Federation.

38. ANTI DISCRIMINATION CLAUSE

- 38.1 It is the intention of the parties bound by this award to seek to achieve the object of 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, age and responsibilities as a carer.
- 38.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will 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.
- 38.3 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 or unlawful discrimination or harassment.
- 38.4 Nothing in this clause shall be taken to affect:
 - a) any conduct or act which is specifically exempted from anti discrimination legislation;
 - b) offering or providing junior rates of pay to person under 21 years of age;

- c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti Discrimination Act 1977*;
- d) a party to this award from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

38.5 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.

39. JOB SHARE

39.1 Where there is an expression of interest by permanent employees to enter into a job sharing arrangement, or a management proposal for job sharing, the following issues need to be considered.

39.1.1 Whether the full time position can be reconstructed. The position should be divided in a manner which enables both job share employees to perform the full range and mix of skills, duties and responsibilities. Any arrangement which leads to deskilling of one job share employee will not be accepted.

39.1.2 Job share employees will be expected to contribute pro rata to the fulfilling of responsibilities attached to the position occupied. Each job share employees work responsibilities should be clearly established. Where, due to the requirements of the work, there is administrative overlap or the need to share information, guidelines are to be established to ensure the flow of work and information of both employees.

Process

39.2 The job share arrangement should be determined through consultation between the appropriate Assistant General Secretary, Section Supervisor, Employee Relations Coordinator and the USU Staff Representatives.

39.3 Job share partners should have a clear understanding of the guidelines which are agreed including provisions relating to changes in job share arrangements and the duration of arrangements. An agreed review process will be determined and take place no later than six months following the commencement of the arrangement. Notwithstanding this review, any of the parties may raise issues of concern relating to the arrangement at any time.

39.4 All job share arrangements shall be voluntary and no employee will suffer any disadvantage as a result of refusing to enter into a job share arrangement.

40. GENERAL

40.1 Nothing in this Agreement shall operate to reduce or lessen the conditions and salaries enjoyed by persons employed by the Federation at the date of operation of this Agreement.

40.2 The Clerks (State) Award will continue to regulate all other conditions of employment not otherwise covered by this Agreement.

40.3 The 2000 Revised Training Policy is at Schedule 2 and forms part of this Agreement.

40.4 The Grievance Procedures are at Schedule 3 and form part of this Agreement.

40.5 The Acceptable Use Policy for Information Technology Systems is at Schedule 4 and forms part of this Agreement.

40.6 The Dispute Resolution Procedures is at Schedule 5 and forms part of this Agreement.

40.7 A change of employment from permanent full time to permanent part time (including job share), or vice versa, does not break continuity of service. All accrued benefits are transferable.

41. DURATION OF AGREEMENT

This Agreement shall have effect on and from 1 January 2006 until 31 December 2008. Renegotiations of the terms of this Agreement shall commence no later than three calendar months prior to the date of termination.

42. FINALISATION OF NEXT AGREEMENT

This Agreement shall be finalised within three months after 1 December 2008.

.....
John Irving
General Secretary
NSW Teachers Federation

.....
Witness

.....
Brian Harris
General Secretary
United Services Union

.....
Witness

.....
Michael Want
Executive President
United Services Union

.....
Witness

Dated this **day of**
Month **Year**

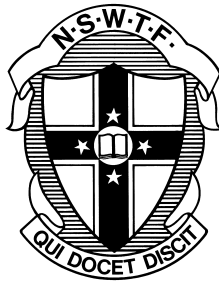
Schedule 1

| Lvl | Position | Permanent Staff 01.01.06 | Casual Staff (per hr) 01.01.06 | Permanent Staff 01.01.07 | Casual Staff (per hr) 01.01.07 | Permanent Staff 01.01.08 | Casual Staff (per hr) 01.01.08 |
|------------|--|-------------------------------------|---|-------------------------------------|---|-------------------------------------|---|
| 2 | Distribution Clerk – Mail Delivery | \$42,767.16 | \$29.37 | \$44,477.85 | \$30.55 | \$46,256.96 | \$31.77 |
| 2* | Distribution Clerk | \$45,707.70 | \$31.39 | \$47,536.01 | \$32.65 | \$49,437.45 | \$33.95 |
| 3 | Administration Clerk – Industrial / Research | \$47,756.65 | \$32.80 | \$49,666.92 | \$34.11 | \$51,653.60 | \$35.48 |
| 3 | Switchboard Operator | \$47,756.65 | \$32.80 | \$49,666.92 | \$34.11 | \$51,653.60 | \$35.48 |
| 3 | Membership Clerk | \$47,756.65 | \$32.80 | \$49,666.92 | \$34.11 | \$51,653.60 | \$35.48 |
| 4 | Records Clerk | \$49,895.03 | \$34.27 | \$51,890.83 | \$35.64 | \$53,966.47 | \$37.06 |
| 4 | Distribution Clerk – Mail / Express Bags | \$49,895.03 | \$34.27 | \$51,890.83 | \$35.64 | \$53,966.47 | \$37.06 |
| 5 | Library Assistants | \$52,033.36 | \$35.74 | \$54,114.70 | \$37.17 | \$56,279.28 | \$38.65 |
| 6 | | \$53,102.56 | \$36.47 | \$55,226.66 | \$37.93 | \$57,435.73 | \$39.45 |
| 7 | Ballots Coordinator | \$54,171.73 | \$37.21 | \$56,338.60 | \$38.69 | \$58,592.14 | \$40.24 |
| 7 | Distribution Clerk – and Print Operator Fax | \$54,171.73 | \$37.21 | \$56,338.60 | \$38.69 | \$58,592.14 | \$40.24 |
| 7 | Membership Operator | \$54,171.73 | \$37.21 | \$56,338.60 | \$38.69 | \$58,592.14 | \$40.24 |
| 7 | Committee / Function / Coordinator SIG | \$54,171.73 | \$37.21 | \$56,338.60 | \$38.69 | \$58,592.14 | \$40.24 |
| 8 | Travel Coordinator | \$55,027.09 | \$37.79 | \$57,228.17 | \$39.31 | \$59,517.30 | \$40.88 |
| 8 | Women’s Coordinator Secretary | \$55,027.09 | \$37.79 | \$57,228.17 | \$39.31 | \$59,517.30 | \$40.88 |
| 8 | TAFE Organisers Secretary | \$55,027.09 | \$37.79 | \$57,228.17 | \$39.31 | \$59,517.30 | \$40.88 |
| 8 | TAFETA / Multicultural Officers Secretary | \$55,027.09 | \$37.79 | \$57,228.17 | \$39.31 | \$59,517.30 | \$40.88 |
| 8 | Welfare Secretary | \$55,027.09 | \$37.79 | \$57,228.17 | \$39.31 | \$59,517.30 | \$40.88 |
| 8 | Organisers Secretary | \$55,027.09 | \$37.79 | \$57,228.17 | \$39.31 | \$59,517.30 | \$40.88 |
| 8 | Research Secretary | \$55,027.09 | \$37.79 | \$57,228.17 | \$39.31 | \$59,517.30 | \$40.88 |
| 9 | Accounts Clerks – Payable | \$55,882.41 | \$38.38 | \$58,117.70 | \$39.92 | \$60,442.41 | \$41.51 |
| 9 | Publications Secretary | \$55,882.41 | \$38.38 | \$58,117.70 | \$39.92 | \$60,442.41 | \$41.51 |
| 9 | Industrial Secretary | \$55,882.41 | \$38.38 | \$58,117.70 | \$39.92 | \$60,442.41 | \$41.51 |
| 9 | Membership Secretary | \$55,882.41 | \$38.38 | \$58,117.70 | \$39.92 | \$60,442.41 | \$41.51 |
| 9 | Communications Advisers | \$55,882.41 | \$38.38 | \$58,117.70 | \$39.92 | \$60,442.41 | \$41.51 |
| 10 | Association Secretary | \$57,022.87 | \$39.16 | \$59,303.78 | \$40.73 | \$61,675.93 | \$42.36 |
| 10 | Accounts Clerks | \$57,022.87 | \$39.16 | \$59,303.78 | \$40.73 | \$61,675.93 | \$42.36 |
| 10 | Regional Office Coordinators | \$57,022.87 | \$39.16 | \$59,303.78 | \$40.73 | \$61,675.93 | \$42.36 |
| 10 | Trade Union Training Secretary | \$57,022.87 | \$39.16 | \$59,303.78 | \$40.73 | \$61,675.93 | \$42.36 |

| Lvl | Position | Permanent Staff 01.01.06 | Casual Staff (per hr) 01.01.06 | Permanent Staff 01.01.07 | Casual Staff (per hr) 01.01.07 | Permanent Staff 01.01.08 | Casual Staff (per hr) 01.01.08 |
|------------|--|-------------------------------------|---|-------------------------------------|---|-------------------------------------|---|
| 11 | Distribution Coordinator | \$58,448.46 | \$40.14 | \$60,786.40 | \$41.75 | \$63,217.85 | \$43.42 |
| 11 | Legal Cases Secretary | \$58,448.46 | \$40.14 | \$60,786.40 | \$41.75 | \$63,217.85 | \$43.42 |
| 12 | Payroll Clerk | \$60,586.80 | \$41.61 | \$63,010.27 | \$43.28 | \$65,530.68 | \$45.01 |
| 12 | Membership Coordinator | \$60,586.80 | \$41.61 | \$63,010.27 | \$43.28 | \$65,530.68 | \$45.01 |
| 12 | Secretary to AGS Schools | \$60,586.80 | \$41.61 | \$63,010.27 | \$43.28 | \$65,530.68 | \$45.01 |
| 12 | Secretary to AGS Industrial / Research | \$60,586.80 | \$41.61 | \$63,010.27 | \$43.28 | \$65,530.68 | \$45.01 |
| 12 | Executive Coordinating Secretary | \$60,586.80 | \$41.61 | \$63,010.27 | \$43.28 | \$65,530.68 | \$45.01 |
| 12 | Secretary to AGS Administration and Communications | \$60,586.80 | \$41.61 | \$63,010.27 | \$43.28 | \$65,530.68 | \$45.01 |
| 12 | Secretary to Senior Vice President | \$60,586.80 | \$41.61 | \$63,010.27 | \$43.28 | \$65,530.68 | \$45.01 |
| 12 | Secretary to AGS Post School Education | \$60,586.80 | \$41.61 | \$63,010.27 | \$43.28 | \$65,530.68 | \$45.01 |
| 13 | Secretary to the Deputy President Council / Conference | \$61,299.60 | \$42.10 | \$63,751.58 | \$43.79 | \$66,301.64 | \$45.54 |
| 14 | President's Secretary | \$62,440.06 | \$42.88 | \$64,937.66 | \$44.60 | \$67,535.16 | \$46.38 |
| 14 | General Secretary's Secretary | \$62,440.06 | \$42.88 | \$64,937.66 | \$44.60 | \$67,535.16 | \$46.38 |
| 15 | Systems Support – Applications / Membership | \$68,427.44 | \$47.00 | \$71,164.54 | \$48.88 | \$74,011.12 | \$50.83 |
| 15 | Systems Support – Training | \$68,427.44 | \$47.00 | \$71,164.54 | \$48.88 | \$74,011.12 | \$50.83 |

* Distribution Clerk – Grandfathered Salary.

Schedule 2



New South Wales Teachers Federation

Training Policy

TRAINING FOR STAFF AND OFFICERS OF THE NSW TEACHERS FEDERATION

1. TRAINING POLICY

- 1.1 The Federation has a responsibility to increase and improve the quality of the employment related skills of staff and officers. Employment related skills includes a skill used, or that may be used, by a person in the course of holding any office position or appointment performing any functions or duties, engaging in any work, or doing anything that results in or from the person being an employee of the NSW Teachers Federation.
- 1.2 As the union movement responds to changes in society, and technological change and associated work reorganisation is implemented, the Federation will require continuous training to ensure it has a highly skilled workforce. The training activities we undertake are a crucial element of the union's ability to manage change.
- 1.3 The Federation's Training Program has been developed within the context of award restructuring, multi skilling and affirmative action to:
 - 1.3.1 identify the priority training needs of the Federation, and of staff and officers;
 - 1.3.2 identify required skills, knowledge and competencies;
 - 1.3.3 investigate ways to improve career opportunities for staff and officers;
 - 1.3.4 support the right of officers and staff to self nominate for training;
 - 1.3.5 formulate expected outcomes of the program i.e. the objectives or skills to be obtained by training;
 - 1.3.6 clearly identify the means and time frame for achieving the objectives of the training program;
 - 1.3.7 regularly evaluate and report on the effectiveness of the training program.
- 1.4 The Training Committee will maintain accessible records of training and expenditure. A system will be utilised to indicate how the training funds have been allocated, and documentation will also be kept showing what training has been undertaken and by whom; what skills have been taught, and who the training providers are.

2. NATURE OF COURSES TO BE SUPPORTED

- 2.1 Training requests will be considered for:
 - 2.1.1 Training relevant to a current position(s) or job description.
 - 2.1.2 Training relevant to new aspects of work to be undertaken or to new job descriptions.
 - 2.1.3 Training, which as a result of redundancy or restructuring, could relate to an employee's future career or employment opportunities.
- 2.2 The training could be:
 - 2.2.1 In house e.g. staff induction programs, officer in-service, information seminars, or small group / individual training, etc.
 - 2.2.2 External e.g. TAFE courses, business colleges or other training providers, Labor Council seminars or training courses, University or College courses.
- 2.3 Courses should be, wherever possible, provided by agencies such as the Labor Council, TAFE, WEA Workers Education Association, TUTA Inc. Trade Union Training Authority Inc, universities and other public course providers. Where the Committee can identify a public provider of a course, officers and staff may be directed to that provider.
- 2.4 Where in house courses are developed, these should be designed as additional and specialised training for officers and staff. Possible accreditation of in house courses should be investigated.
- 2.5 In general terms retrospective funding will not be approved. However, there may be some unusual circumstances where retrospective funding could be considered.

3. TRAINING COMMITTEE STRUCTURE AND RESPONSIBILITIES

3.1 The Training Committee will comprise:

- 1 Staff elected representative (or alternate)
- 1 Officer elected representative (or alternate)
- 1 Systems Support – Training Coordinator
- 1 Trade Union Training Officer
- 1 Employee Relations Coordinator
- 1 Assistant General Secretary (Communications and Administration) – John Dixon

[The Staff and Officer Representatives are elected annually].

The Training Committee recognises the particular roles and responsibilities of the Trade Union Training Officer and the Systems Support Training Coordinator and how these relate to the work of the Committee.

3.2 The Training Committee will:

- 3.2.1 Ensure that all Officers and Staff undergo induction training as soon as possible after they commence full time employment with the Teachers Federation.
- 3.2.2 Continue to develop and be a key source of training initiatives in relation to training policy and implementation for the Union.
- 3.2.3 Determine the training needs for the Federation and for staff and Officers to encourage people to undertake training and retraining.
- 3.2.4 Ensure that officers and staff are aware of the range of training available to them.
- 3.2.5 Oversee the implementation of the training program, its expenditure, and the keeping of records.
- 3.2.6 Process applications for training from staff and officers within the budget allocated for training, including consideration of:
 - Fees
 - Study Leave
 - Relief
 - Other costs – derived from participation in the course, such as:
 - Books / Materials – reference books / materials as required by courses to be retained in Federation’s library at the end of course
 - Meals – for meals normally consumed at home with consideration given to Federation’s staff and officer working conditions
 - Childcare – additional to regular arrangements
 - Car Parking – associated with attending the course
 - Travel – associated with attending the course
 - Accommodation – required to attend the course

Receipts and rationales must be provided.

The Committee has the right to recommend, reject or amend applications for funding other costs.

- 3.2.7 Prepare advice to the Federation on our training needs in the context of budget planning.
 - 3.2.8 Regularly report on the work of the committee, including the allocation of training funds, training being undertaken, and issues discussed by the Committee.
 - 3.2.9 Encourage in house training. The arrangements for technology training will be the responsibility of the Systems Support – Training Coordinator. The arrangements for Trade Union Training based courses will be the responsibility of the Trade Union Training Officer.
 - 3.2.10 Hold regular meetings with a schedule made known to staff and officers to help facilitate the flow of requests.
 - 3.2.11 Maintain a log of approvals and consequent funding estimates as well as regular minutes of all meetings and record of all decisions.
- 3.3 Recommendations on training and policy issues will be made to the General Secretary.
 - 3.4 Outcomes will be notified to applicants by the General Secretary in the fortnight following the scheduled meeting.
 - 3.5 Where an officer or staff member disagrees with the Committee’s recommendation they may appeal to the General Secretary for a review.
 - 3.6 The provisions of the Staff Agreement and the agreed Officer’s Working Conditions will be abided by when making recommendations about training.

4. INDUCTION TRAINING

The Training Committee has a responsibility to ensure that all new staff and officers attend induction training.

Following are sessions proposed as part of this training:

| | |
|--|---|
| Introduction – Federation Overview | General Secretary |
| Personnel Procedures and Staff Arrangements | Employee Relations Coordinator |
| USU Staff Agreement | Staff Representative |
| Staff and Officer Technology Training | Systems Support and Training Coordinator |
| Work of Federation Officers and Decision Making | Assistant General Secretary (Communication and Administration) |
| Federation’s Members | Membership Officer / Organisers |



NSW Teachers Federation

Grievance Procedures

1. PURPOSE

These guidelines and procedures aim to:

- Encourage cooperative working relationships
- Prevent the emergence of disputes and personal conflicts
- Resolve positively and quickly any disputes that may emerge

Matters to do with occupational health and safety, sex based harassment or sex, race or age discrimination, in relation to the Staff Agreement, may arise during this process. These grievance procedures are not designed to deal with these issues.

2. PRINCIPLES

These guidelines and procedures aim to achieve effective resolution of grievances and are based upon the following principles:

- 2.1 Seeking early resolution through negotiation and within the confines of relevant structures prior to invoking conciliation and arbitration procedures.
- 2.2 Recognition that all parties are entitled to prompt, fair, consistent and sensitive treatment.
- 2.3 Grievances are to be dealt with by person/s who are in a position to effect resolution.
- 2.4 The preservation of confidentiality and privacy to ensure the protection of all parties i.e. complaint/s and respondent/s.
- 2.5 Procedures to ensure that all parties are regularly informed of progress.

3. DEFINITIONS

3.1 Grievance

A grievance may be about:

- Interpersonal conflict at work
- Unfair allocation of training and development opportunities
- Unrealistic assignment of work
- Lack of communication on work related information

3.2 Aggrieved

The person/s raising the grievance is called the aggrieved. There may be more than one aggrieved person in any situation.

3.3 Respondent

A person/s alleged to have acted in an unfair manner or alleged to have been the cause of the grievance is called the respondent. There may be more than one respondent in any situation.

3.4 Nominated Officer

The person with whom the formal statement is lodged e.g. Employee Relations Coordinator, Assistant General Secretary or if the grievance is about the General Secretary to an Assistant General Secretary nominated by the General Secretary.

4. RIGHTS AND RESPONSIBILITIES

- 4.1 All parties have the right to seek assistance and representation from their relevant union.
- 4.2 All grievances are to be treated seriously, fairly and impartially.
- 4.3 The respondent has the right to know what the grievance is and to be heard in reply to the issues raised.
- 4.4 It is important that the aggrieved and respondent have input into the resolution process.
- 4.5 While the grievance resolution procedures are being followed, normal work is to continue as far as possible.
- 4.6 Wherever possible grievances should be resolved in a way that is satisfactory to all those involved.
- 4.7 It is essential that confidentiality and integrity of the grievance resolution process be protected. All people involved in the process, either directly or indirectly are bound to keep all matters relating to the grievance confidential.

5. PROCEDURE

- 5.1 At any of the stages any party to a grievance may request information and advice from a support person. This person may be the union representative.

5.2 Step One

In the first instance the aggrieved should inform the other party (respondent) about the substance of the grievance and the solution sought. Discussing the behaviour or administrative decision which the aggrieved may find unfair or offensive with the respondent and asking them to stop or review the decision may lead to a quick and effective resolution.

It is important that both parties acknowledge a grievance exists. Refusal by one party to acknowledge a grievance does not arrest the procedures. Both parties should attempt to resolve the grievance.

5.3 Step Two

If the processes in step one do not lead to a resolution then a formal statement should be lodged in writing with the Employee Relations Coordinator, Assistant General Secretary or if the grievance is about the General Secretary to an Assistant General Secretary nominated by the General Secretary.

The formal statement should indicate the substance of the grievance and the outcome sought.

The nominated officer with whom the formal grievance is lodged will:

5.3.1 Provide the respondent/s with a copy of the grievance and the outcomes sought and allow them time (two - three days) for their response that may be verbal or written.

5.3.2 When the response has been received the nominated officer will convene a conference individually or combined with the parties and seek through discussion or negotiation resolution of the grievance.

5.4 Step Three

If a resolution has not been reached in step two then the grievance should be referred to the General Secretary with a statement to the following effect:

5.4.1 that a grievance exists between the parties;

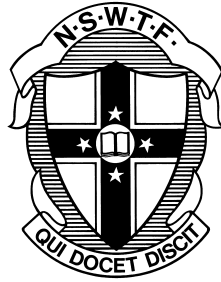
5.4.2 that the parties have followed steps one and two;

5.4.3 the substance of the grievance; and

5.4.4 the solutions sought and if any, the solutions as proposed and the reasons for the rejection.

5.5 The General Secretary or nominated officer will confer with both parties within five working days for the purpose of resolving the grievance. The General Secretary or nominated officer may use his/her discretion with the agreement of the parties in employing the services of trained counsellors/mediators.

Schedule 4



New South Wales Teachers Federation

Acceptable Use Policy

for

Information Technology Systems

Revised November 2005

Access to Information Technology Systems provided by the Federation is limited to authorised users only, who in the scope of this Policy will be referred to as “Users”.

1. Federation Information Technology Systems

These systems include, but are not limited to:

- a) computers;
- b) network;
- c) fax machines;
- d) photocopiers;
- e) telephones;
- f) internet;
- g) email;
- h) cellular Phones.

Use of these systems by Users is intended solely for purposes relating to the User’s work with the Federation. Users using Federation communications devices for personal reasons must ensure that such use is infrequent and brief.

2. Monitoring

The Federation reserves the right to review any material on user accounts or server space in order to determine the appropriateness of specific uses of the systems. In reviewing and monitoring user accounts and files server space, the Federation shall respect the privacy of user accounts.

3. Software

Attempts to copy licensed, patented or copyrighted software provided for your use, is prohibited. The Federation holds a license to use some software, and copying such material is liable to prosecution. Users must refrain from altering the setup of, or installing any software on, the Federation systems unless authorised to do so by Systems Support.

Similarly, the Federation’s various hardware devices are selected and designed to operate together in a specific manner and any unauthorised change to the way these devices operate can damage the device, damage other devices, and breach security. Users must refrain from altering the setup of, or connecting any hardware device to, Federation systems unless authorised to do so by Systems Support.

4. Vandalism

Vandalism is defined as *any malicious attempt to harm, modify, and destroy other users’ data, the Federation network, or other networks that are connected to the Internet backbone.* Activities of this nature are strictly prohibited. This includes, but is not limited to:

- a) the deliberate propagation of computer worms and/or viruses;
- b) attempting to damage any networks, software, or any equipment or system forming part of a network;
- c) interfering with the data of other users on the network.

5. Harassment

Harassment is defined as *the persistent annoyance of another User, or interference with another User’s work.* Harassment includes, but is not limited to:

- a) the sending of unwanted mail;
- b) posting anonymous messages;
- c) hiding or altering facilities or files.

Improper Use of Telecommunications Services:

A person shall not knowingly or recklessly:

- a) *use a telecommunication service supplied by a carrier to menace or harass another person;*
- b) *use a telecommunication service supplied by a carrier in such a way as would be regarded by reasonable persons as being, in all circumstances, offensive.*

(Abstract from Section 85ZE of the Commonwealth Crimes Act)

6. Privacy

Users must respect the Federation's rights relating to privacy, the confidentiality of other Users, and comply with the laws relating to privacy. Thus, Users are prohibited from:

- a) providing personal information about another User;
- b) attempting to guess passwords, gaining unauthorised access to another User's account, or misrepresenting another User;
- c) saving password information within any software;
- d) sending personal information such as your home address or telephone number through the Internet;
- e) disclosing your own or another Users' password;
- f) divulging email addresses of other Users, either standalone or as part of an email list. User's email addresses shall be considered as confidential information and must not be disclosed to anyone without authority from the User.

Note that electronic mail is not guaranteed to be private, and the Federation has access to all mail. Messages relating to, or in support of, illegal activities may be reported to the authorities. Also understand that if you share your password and someone else uses your account, even without your permission, you will be held responsible for their actions.

7. Network Etiquette

Users are expected to abide by the generally accepted rules of network etiquette. These include, but are not limited to the following:

- a) Users should clearly and correctly identify themselves in all communications.
- b) Be polite. Do not swear, use vulgarities or any other inappropriate language. Do not engage in activities which are unethical or prohibited under government law.
- c) Do not use the network in such a way that you interfere with the use of the network by other Users.
- d) Always assume that all communications and information accessible from the network are private property.
- e) The 'Subject' line of all emails should indicate the content of the message.
- f) Email messages should only be sent to those to which the contents of the email directly relate or affect. Email is not to be used as a public forum for debate.
- g) After reading email messages, they should be deleted. If an email message is required for future reference, it should be moved from the Inbox into another folder within the User's mailbox.
- h) Proofread and edit email to eliminate mistakes, before sending it.

8. Etiquette for Listservers and Discussion Groups

- a) When signing up for a group, save your subscription confirmation letter so you will know how to unsubscribe;
- b) When going away for more than a week, unsubscribe or suspend mail from mailing lists or Listserve services.

9. Encountering Controversial Material

The Federation cannot control the information available on the Internet. It is the responsibility of the individual User to vet the quality and content of information available. On occasions, Users may encounter material which is controversial and which other users, co-workers, or administrators may consider inappropriate or offensive. On a global network it is impossible to effectively control the content of data and a particularly curious User may discover controversial material. It is the User's responsibility not to initiate access to such material.

10. Unacceptable Uses of the Information Network and the Internet

- a) Using the network for purposes relating to 'chain letters', or broadcasting to lists of individuals in such a manner that might cause congestion of the network.
- b) Downloading, storing, creating, sending, or printing files or messages that are deemed to be profane, obscene or that use language that offends or tends to degrade or vilify others.
- c) Accessing offensive, dangerous or potentially destructive information.
- d) Engaging in commercial activities is prohibited. Using the network for political lobbying is prohibited unless specifically authorised. The facilities must not be used to defraud or to create false or misleading information, or to intentionally damage the reputation of the Federation.
- e) Transmitting material in violation of any government regulation is prohibited. This includes, but is not limited to, material under copyright, threatening or obscene material, or material protected by trade secret.

Violation of the policies and regulations outlined above may result in suspension or loss of privilege to users of these resources. Illegal activity involving the Federation's network or Internet resources will be subject to prosecution by the appropriate authorities and further disciplinary measures may be taken.

All terms and conditions as stated in this document are applicable to all Users of the network. This policy is intended to be illustrative of the range of acceptable and unacceptable uses of Federation Information Technology Systems and is not necessarily exhaustive.

I understand and will abide by the NSW Teachers Federation Information Technology Systems Acceptable Use Policy. I further understand that any violation of this Acceptable Use Policy is unethical and may constitute a criminal offence. Should I commit a violation, my access privileges may be revoked, disciplinary action and/or appropriate legal action may be taken.

Schedule 5

Dispute Resolution Procedures

Subject to the provisions of the Industrial Relations Act 1996, the following procedures will apply:

1. Should any dispute (including a question or difficulty) arise as to matters occurring in the workplace, then the employee and or the USU's workplace representative shall raise the matter with the Employee Relations Coordinator or Assistant General Secretary associated with that section as soon as possible.
2. The Employee Relations Coordinator or Assistant General Secretary of that section shall discuss that matter with the employee and/or the USU'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.
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 USU may raise the matter with the General Secretary, with the view to resolving the dispute, or by negotiating an agreed method and timeframe for proceeding.
4. Should the above procedures not lead to resolution of the dispute, then either party may make application to the Industrial Relations Commission of New South Wales.

