

**TAFE COMMISSION OF NSW TEACHERS AND RELATED EMPLOYEES  
ENTERPRISE AGREEMENT 2023**

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## 1. Coverage

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- 1.1 This Agreement covers the Technical and Further Education Commission and the teaching and related Employees employed in the classifications under this Agreement.
- 1.2 The conditions of employment and rates of pay for employees (as defined in clause 3.10 of Schedule 9 – Bradfield College) at Bradfield College are exclusively as provided for in Schedule 9 to this Agreement.
- 1.3 Except as exclusively provided for in Schedule 9 of this Agreement and with the exception of access to permanent employment at Bradfield College, Employees engaged under Schedule 9 – Bradfield College shall be entitled to salaries and conditions of employment no less beneficial than that available under the body of this Agreement. In the event of an inconsistency between the terms of the main body of this Agreement and Schedule 9, the terms of Schedule 9 will prevail for employees at Bradfield College.
- 1.4 Employment under Schedule 9 to this Agreement is separate from any employment addressed elsewhere in this Agreement.

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## 2. Date and Period of Operation

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- 2.1 This Agreement shall come into operation on the Commencement Date.
- 2.2 The nominal expiry date of this Agreement is 31 January 2024.
- 2.3 This Agreement operates to the exclusion of any Modern Award, Enterprise Agreement, Transitional Instrument or unregistered agreement that could otherwise apply.
- 2.4 No term of this Agreement will operate to exclude the National Employment Standards or any provision of the National Employment Standards. Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- 2.5 This Agreement must be read in conjunction with TAFE policies, procedures and guidelines, including those referred to in this Agreement. These policies, procedures and guidelines do not form part of this Agreement. In the event of any inconsistency, the Agreement will prevail.

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## 3. Dictionary

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- 3.1 "**Adult Literacy Officer**" means a teacher employed as such.
- 3.2 "**Advanced Skills Counsellor**" means a Counsellor employed as such.
- 3.3 "**Agreement**" means the TAFE Commission of NSW Teachers and Related Employees Enterprise Agreement 2023.
- 3.4 "**Approved Program**" means a teaching program comprising direct teaching and other duties as approved by the Employee's line manager to be performed across the Standard Educational and/or TAFE Year to meet TAFE NSW's needs.

- 3.5 **“Assessor”** means a person who is employed as such on either a permanent, temporary or casual basis and meets the requirements of the position.
- 3.6 **“Australian Qualifications Framework”** or **“AQF”** means the policy framework that defines all qualifications recognised nationally in post-compulsory education and training within Australia. The AQF comprises titles and guidelines which define each qualification, together with principles and protocols covering articulation and issuance of qualifications and Statements of Attainment.
- 3.7 **“College”, “Campus”** or **“Region”** means a TAFE establishment or other centre where instruction is provided by TAFE and includes any place where education is delivered or assessed by TAFE NSW.
- 3.8 **“Commencement Date”** means seven days after the date the Agreement is approved by the Fair Work Commission.
- 3.9 **“Contract Teacher”** means a Teacher employed to mark and provide feedback on work submitted by students enrolled in TAFE Digital and paid per unit of work marked.
- 3.10 **“Contract Teaching Duties”** means those duties contained in clause 40, Contract Teachers .
- 3.11 **“Coordination”** in clause 39, Working Conditions - Part time Casual Teachers, Coordinators and Counsellors in TAFE, means educational coordination of programs, courses or subjects or the provision of services by Part time Casual Coordinators.
- 3.12 **“Counsellor”** means an Employee employed to provide counselling services to students.
- 3.13 **“De Facto Partner”** has the same meaning as the definition provided in Part 1-2, Division 2 – the Dictionary, of the *Fair Work Act 2009*.
- 3.14 **“Degree”** means a course of study in a Tertiary Institution leading to a degree at levels 6 and 7 as defined in the Australian Qualifications Framework.
- 3.15 **“Diploma”** means a course of study in a Tertiary Institution leading to a diploma at levels 5 and 6 as defined in the Australian Qualifications Framework.
- 3.16 **“Duties Other Than Teaching”** in clause 39, Working Conditions - Part time Casual Teachers, Coordinators and Counsellors, means duties other than teaching and coordination except as provided in subclause 39.7 of clause 39 of this Agreement.
- 3.17 **“Education Officer ”** means an Employee appointed as such who has an appropriate Degree or Diploma from a Tertiary Institution that meets AQF standards and appropriate vocational and/or industrial experience.
- 3.18 **“Education Support Officer”** means a person who is employed as such on either a permanent, temporary or casual basis and meets the requirements of the position.
- 3.19 **“Employee”** means a person employed by the Employer in a classification under this Agreement on a permanent, temporary, casual, part time casual or contract basis.
- 3.20 **“Employer”** means the Technical and Further Education Commission.

- 3.21 "**Equivalent**" when referring to qualifications means those qualifications deemed by the Employer to be equivalent to specified qualifications.
- 3.22 "**Excess Teaching Hours**" means the actual teaching hours in excess of a teacher's annual teaching component as specified in sub-clause 22.2, that a Teacher is required to teach.
- 3.23 "**Executive Director Education and Skills**" means all persons employed as such.
- 3.24 "**Graduate**" means a person who has obtained a Degree from a Tertiary Institution or possesses qualifications determined by the Employer to be equivalent to such a Degree.
- 3.25 "**Graduate Diploma**" means a course of study in a Tertiary Institution leading to a graduate diploma as defined in the Australian Qualifications Framework.
- 3.26 "**Head Teacher**" means all persons employed within this classification, including those referred to in subclause 9.6 of this Agreement. This definition does not cover the Head Teacher Band 3 classification.
- 3.27 "**Head Teacher Band 3**" means a person who is appointed as such on either a permanent or temporary basis to perform a senior educational leadership role for a faculty, several faculties, college, campus, or region. The Head Teacher Band 3 does not have specific teaching duties allocated, but may take on direct teaching from time to time as needed.
- 3.28 "**Household**" is defined as one or more persons usually resident in the same private dwelling.
- 3.29 "**Managing Director**" means the Managing Director of TAFE NSW.
- 3.30 "**Part time Casual Coordinator**" means a coordinator engaged on an hourly basis to coordinate Special Programs or other activities.
- 3.31 "**Part time Casual Counsellor**" means a Counsellor engaged on an hourly basis to provide counselling services to students.
- 3.32 "**Part time Casual Teacher**" means a Teacher engaged to teach on an hourly basis. It is the Employer's intention that no Part time Casual Teacher shall be engaged to deliver the equivalent of a Full Time teaching program for 12 or more weeks in a semester except where a Temporary Teacher is not able to be employed following recruitment action.
- 3.33 "**Permanent Employee**" means and includes all persons permanently employed by the Employer and who, on the date of commencement of this Agreement, were occupying one of the positions covered by this Agreement or who, after that date, are appointed to one of these positions. Permanent Employees may be employed on a full time or part time basis. A Permanent Employee employed on a part time basis is entitled to receive, on a pro rata basis, equivalent salary and conditions of employment of a full time Permanent Employee performing the same work.
- 3.34 "**Service**" means continuous service, unless otherwise specified in this Agreement.
- 3.35 "**Sessional Teacher**" means a teacher employed as such and engaged to work on a part-time basis for a specified period of not less than 21 weeks or more than 48 weeks in any calendar year.

- 3.36 "**Special Programs**" means those programs administered by TAFE NSW which are designated to promote access of special groups of students to TAFE NSW's courses.
- 3.37 "**Special Program Coordinator**" means a Permanent or Temporary Employee appointed to a position as media coordinator, consultant for students with a disability, Aboriginal coordinator, labour market program coordinator, outreach coordinator or multicultural education coordinator.
- 3.38 "**Standard Educational Year**" means that period of approximately 41 weeks falling within a calendar year determined as such by the Managing Director.
- 3.39 "**TAFE NSW**" means the Technical and Further Education Commission.
- 3.40 "**TAFE Commission Act**" means the Technical and Further Education Commission Act 1990.
- 3.41 "**TAFE Digital**" means TAFE NSW's online and distance education business unit.
- 3.42 "**TAFE Manager**" means all persons employed within this classification.
- 3.43 "**TAFE Year**" means a period of 50 weeks, excluding the two week period surrounding Christmas/New Year, during which educational programs may be conducted.
- 3.44 "**Teacher**" means a person employed permanently or temporarily in a full time or part time teaching position.
- 3.45 "**Teacher in Training**" means a person employed as a teacher who is undertaking a course of teacher education which has been prescribed by the Employer as a compulsory course for that teacher to undertake.
- 3.46 "**Teaching By Distance**" means the distance education training program that all teachers who work at TAFE Digital are required to complete before being placed on a teaching panel.
- 3.47 "**Temporary Employee**" means and includes all persons employed on a temporary basis, other than on a casual or part time casual basis or as a Contract Teacher. A Temporary Employee employed on a part time basis is entitled to receive, on a pro rata basis, equivalent salary and conditions of employment of a full time Temporary Employee who is performing the same work.
- 3.48 "**Temporary Teacher**" means a Permanent Employee or Temporary Employee employed on a full time or part time basis to teach for a defined period. A Temporary Teacher engaged on a part time basis is entitled to pro rata salary and conditions of a Temporary Teacher engaged on a full time basis.
- 3.49 "**Tertiary Institution**" means a university or other tertiary education provider recognised by the Employer which offers Degrees, Diplomas or teacher education courses.
- 3.50 "**Trained Teacher**" means a Teacher who has satisfactorily completed a prescribed course of training at a Tertiary Institution, or such other course or courses which the Employer determines as satisfying requirements for classification as a Teacher.

- 3.51 "**Union**" means the Australian Education Union New South Wales Teachers Federation (NSWTF) Branch.
- 3.52 "**2013 Agreement**" means the *TAFE Commission of NSW Teachers and Related Employees Enterprise Agreement 2013*.

#### **4. Dispute Resolution Procedures**

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- 4.1 TAFE NSW and its Employees have an interest in the proper application of this Agreement and in minimising and settling disputes about matters in this Agreement in a timely manner.
- 4.2 Where a dispute arises in relation to:
- 4.2.1 a matter under this Agreement; or
  - 4.2.2 the National Employment Standards;
- it will be dealt with in accordance with the procedures set out in this clause.
- 4.3 An Employer or Employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause. The Employer recognises the Union as a representative of an Employee who is a member of the Union under these procedures.
- 4.4 In the first instance Employee(s) or their appointed representative(s), must notify the appropriate representative of management of the dispute in writing ('the dispute notification'). An appropriate representative of management may be the relevant line manager or if the Employee believes the line manager is not appropriate the Employee may ask the Human Resources Manager to refer the matter to another officer.
- 4.5 The dispute notification must be in writing and include details of the dispute. The dispute notification should also make reference to clause(s) of the Agreement or the National Employment Standard in relation to which the dispute has arisen and indicate the resolution(s) sought. A copy of the dispute notification will be sent to the Human Resources Manager. The Employee(s), Employee representative(s) if one has been appointed, and management representative(s) will meet within five working days, unless otherwise agreed, in an effort to resolve the dispute.
- 4.6 Where after the completion of subclause 4.5 the dispute remains unresolved, the matter may be referred in writing to the next level of management. A meeting must be held within five working days of the dispute being referred in a further effort to resolve the dispute, unless otherwise agreed.
- 4.7 Where a dispute is not resolved following the steps in sub-clauses 4.5 and 4.6, the matter may be referred by either party to the dispute to the Fair Work Commission for resolution by mediation and/or conciliation and, if necessary arbitration.
- 4.8 If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act 2009.

- 4.9 The parties agree to be bound by and implement any decision of the Fair Work Commission subject to either party exercising a right of appeal against the decision of the Fair Work Commission to the Full Bench.
- 4.10 Until the dispute resolution procedures referred to at subclauses 4.1 to 4.9 have been exhausted:
- 4.10.1 work shall continue in the normal manner;
  - 4.10.2 no industrial action shall be taken by a party to the dispute in respect of the matter that is the subject of the dispute;
  - 4.10.3 the parties to the dispute shall not take any other action likely to exacerbate the dispute.

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## **5. Deduction of Union Membership Fees**

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- 5.1 The Union shall provide the Employer with a schedule setting out Union fortnightly membership fees payable by members of the Union in accordance with the Union's rules.
- 5.2 The Union shall advise the Employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Union fortnightly membership fees payable shall be provided to the Employer at least one month in advance of the variation taking effect.
- 5.3 Subject to subclauses 5.1 and 5.2 above, the Employer shall deduct fortnightly membership fees from the pay of any Employee who is a member of the Union in accordance with the Union's rules, provided that the Employee has authorised the Employer to make such deductions.
- 5.4 Monies so deducted from Employees' pay shall be forwarded regularly to the Union together with all necessary information to enable the Union to reconcile and credit subscriptions to Employees' Union membership accounts.
- 5.5 Unless other arrangements are agreed to by the Employer and the Union, all Union membership fees shall be deducted on a fortnightly basis.
- 5.6 Where an Employee has already authorised the deduction of Union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the Employee to make a fresh authorisation in order for such deductions to continue.

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## **6. No Further Claims**

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- 6.1 There shall be no further claims with respect to this Agreement for changes to salaries, rates of pay, allowances, or conditions of employment in relation to matters expressly contained in this Agreement during the nominal term of this Agreement.

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## **7. Flexibility**

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- 7.1 The Employer and an Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:



7.1.1 the agreement deals with one or more of the following matters:

(i) arrangements about when work is performed – such arrangements may be made to vary the operation of one or more of the following clauses of this Agreement:

- 19. Attendance –Teachers and Counsellors;
- 22. Approved Program;
- 27. TAFE Year;
- 32. Sunday Work/Night Work; and
- 34. Working Conditions - Education Officers, Related Employees and Head Teachers Band 3;

(ii) Salary Packaging – an Employee may elect a salary packaging arrangement in accordance with clause 13 of this agreement;

(iii) Deferred Salary Scheme – an Employee may elect to defer their salary in accordance with clause 17 of this agreement; and

7.1.2 the arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in 7.1.1; and

7.1.3 the arrangement is genuinely agreed to by the Employer and Employee.

7.2 The Employer must ensure that the terms of the individual flexibility arrangement:

- (i) are about permitted matters under section 172 of the Fair Work Act 2009; and
- (ii) are not unlawful terms under section 194 of the Fair Work Act 2009; and
- (iii) result in the Employee being better off overall than the Employee would be if no arrangement was made.

7.3 The Employer must ensure that the individual flexibility arrangement:

- (i) is in writing; and
- (ii) includes the name of the Employer and Employee; and
- (iii) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (iv) includes details of:
  - (a) the terms of the enterprise agreement that will be varied by the arrangement; and
  - (b) how the arrangement will vary the effect of the terms; and
  - (c) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

(v) states the day on which the arrangement commences.

7.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

7.5 The Employer or Employee may terminate the individual flexibility arrangement:

7.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or

7.5.2 if the Employer and Employee agree in writing — at any time.

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## **8. Consultation**

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8.1 This term applies if the Employer:

8.1.1 has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on Employees; or

8.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

8.2 For a major change referred to in subclause 8.1.1:

8.2.1 the Employer must notify the relevant Employees and/or their representatives, including the Union, of the decision to introduce the major change; and

8.2.2 subclauses 8.3 to 8.9 apply.

8.3 The relevant Employees may appoint a representative, to accompany and/or represent them for the purposes of the procedures in this term.

8.4 As soon as practicable after making its decision, the Employer must within a reasonable timeframe:

8.4.1 discuss with the relevant Employees and/or their representatives, including the Union:

(i) the introduction of the change; and

(ii) the effect the change is likely to have on the Employees; and

(iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and

8.4.2 for the purposes of the discussion — provide, in writing, to the relevant Employees and/or their representatives, including the Union:

(i) all relevant information about the change including the nature of the change proposed; and

- (ii) information about the expected effects of the change on the Employees;  
and
- (iii) any other matters likely to affect the Employees.

- 8.5 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 8.6 TAFE NSW will invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 8.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees and their representatives.
- 8.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in subclauses 8.2, 8.3 and 8.5 are taken not to apply.
- 8.9 In this term, a major change is likely to have a significant effect on Employees if it results in:
- 8.9.1 the termination of the employment of Employees; or
  - 8.9.2 major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
  - 8.9.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - 8.9.4 the alteration of hours of work; or
  - 8.9.5 the need to retrain Employees; or
  - 8.9.6 the need to relocate Employees to another workplace; or
  - 8.9.7 the restructuring of jobs.
- 8.10 For a change referred to in subclause 8.1.2:
- 8.10.1 the Employer must notify the relevant Employees of the proposed change; and
  - 8.10.2 subclauses 8.11 to 8.14 apply.
- 8.11 The relevant Employees may appoint a representative, to accompany and/or represent them for the purposes of the procedures in this subclause.
- 8.12 As soon as practicable after proposing to introduce the change, the Employer must:
- 8.12.1 discuss with the relevant Employees and/or their representatives, including the Union, the introduction of the change; and
  - 8.12.2 for the purposes of the discussion—provide to the relevant Employees and/or their representatives, including the Union:

- (i) all relevant information about the change, including the nature of the change; and
- (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
- (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and

8.12.3 invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

8.13 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

8.14 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees and/or their representatives, including the Union.

8.15 In this clause, relevant Employees means the Employees who may be affected by a change referred to in 8.1.

8.16 Consultation Committees:

8.16.1 The Employer and the Union will consult on system-level policy and strategic matters related to education. For this purpose, a bilateral Peak Consultation Committee will be established, with membership consisting of senior officers of the Employer and the Union.

8.16.2 The Employer and the Union will consult on regional operational matters related to education. For this purpose, Regional Advisory Group(s) will be established, with participants consisting of managers nominated by the Employer and delegates including Employees nominated by the Union.

8.16.3 Within three months from the Commencement Date, the Employer and the Union will determine the appropriate arrangements for these committees, including the frequency of meetings, meeting procedure and release of employees to participate as required.

## 9. Salaries

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9.1 On approval of this Agreement salaries and rates of pay shall be paid in accordance with this clause and Schedules 1, 4, 6 and 7:

Classification	Schedule
Teachers, Education Officers (TAFE), Counsellors, Adult Literacy Officers, Assistant Outreach Coordinators.	Schedule 1
Promotion classifications salary scales.	Schedule 4
Part Time Casual Teachers, Sessional Teachers, Coordinators and Counsellors.	Schedule 6
Education Support Officers and Assessors	Schedule 7

9.2 The salaries listed in Schedules 1, 4, 6 and 7 of this Agreement incorporate an increase of:

- 9.2.1 2.53% from the first full pay period commencing on or after 1 February 2023.
- 9.3 In addition to the salary increase noted at Subclause 9.2.1, TAFE NSW will also make a one-off lump sum payment which will be the greater of:
- 9.3.1 \$1,500 to each employee who has performed work at any time during 1 July 2022 to 31 January 2023 in a classification(s) in Schedule 1, Schedule 6 and Schedule 7 of this agreement and the following positions at Bradfield College (Teacher Level A – E, Casual Teachers, Counsellors and Coordinators); or
- 9.3.2 the equivalent of back-pay calculated at 2.53% for the period from 1 July 2022 to 31 January 2023 for employees employed under a classification in Schedule 4 of this agreement or the following positions at Bradfield College (Teacher Level F, Learning Coordinator and Assistant Director).
- 9.4 The work related allowances payable under this Agreement will be increased in line with the salary increases outlined at Clause 9.2 (including any adjustments to salaries made under 9.6 below).
- 9.5 Except as otherwise provided under the salary packaging scheme for Teachers and Related Employees as set out in clause 13, Salary Packaging, Employees in Schedules 1, 4 and 7 must be paid at an annual salary level not less than that for the appropriate classification.
- 9.6 Teachers who were classified as Head Teacher or senior Head Teacher as at 26 January 1997 continue to receive the salary increases at the appropriate step for these classifications as set out in Schedule 4 for as long as they hold that classification.
- 9.7 A Counsellor who is classified as an Advanced Skills Counsellor shall retain the Head Teacher 1 salary while they continue to occupy that position.
- 9.8 The minimum payment to all part time and casual employees under this Agreement for performing duties on a given day will be for two (2) hours at the rate appropriate to the duties performed.

## **10. Allowances**

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- 10.1 An additional responsibility allowance shall be paid in accordance with this clause and Schedule 2 when:
- 10.1.1 a Teacher is required to accept additional responsibilities of a supervisory or administrative character and the circumstances do not warrant the appointment of a Head Teacher;
- 10.1.2 a Counsellor is nominated by the Employer as Counsellor in charge.
- 10.2 An Education Officer who:
- 10.2.1 has completed 12 months service at the salary prescribed on the maximum of the common incremental salary scale; and

10.2.2 has demonstrated to the satisfaction of the Employer by the work performed, its quality and the results achieved, that the aptitude and abilities of the Education Officer warrant additional payment;

shall be paid an allowance which is the difference between step 13 and Head Teacher 1, renewable each period of two years, to ensure a remuneration equivalent to the salary level of Head Teacher 1 as set out in Schedule 4.

10.3 Locality and related allowances shall be paid in accordance with Schedule 3.

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## 11. Salary Progression and Maintenance

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11.1 Minimum salaries on commencement of employment and maximum salaries under the common incremental salary scale in Schedule 1 are set out in the table below:

Classification	Minimum starting salary	Maximum salary
Teachers, Counsellors, Education Officers, Adult Literacy Officers and Assistant Outreach Coordinators	Step 10*	Step 13
Teachers in training	Step 10*	No more than one step beyond the step paid on initial appointment

\*For starting salaries above the minimum starting salary for a teacher refer to the TAFE Policy - Teachers Commencing Salary or its replacement.

11.2 Permanent and Temporary Employees shall be entitled to progress along or be maintained on the common incremental salary scale or the salary level for a promotions position after each 12 months of service subject to the Permanent or Temporary Employee demonstrating by means of an annual review, continuing efficiency in teaching practice, satisfactory performance and professional growth.

11.3 Any Teacher who does not satisfy the teacher training requirements as determined by the Employer shall not progress more than one step along the common incremental salary scale above the salary step paid on initial appointment.

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## 12. Teaching Quality

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12.1 To provide feedback on a Permanent Employee or Temporary Employee's performance, each Permanent or Temporary Teacher shall have their performance appraised by TAFE NSW by means of annual review. This appraisal applies as follows:

12.1.1 TAFE NSW shall be responsible for annually reviewing the performance and development of the Permanent Employee or Temporary Employee undertaking their work.

12.1.2 For Permanent Employees and Temporary Employees, the TAFE Teachers and Related Employees Annual Review Policy, or its successor shall apply.

12.1.3 The annual review for Teachers shall be reported by way of the teacher assessment review form based on that established in the Crown Employees (Teachers in Schools and TAFE and Related Employees) Salaries and Conditions Award (327 I.G.582), or any replacement process developed by the Employer.

12.1.4 TAFE NSW and the Union agree to negotiate on variations, if any, to the policies and procedures in place at the commencement date of the Agreement relevant to annual review of teacher performance.

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### 13. Salary Packaging

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For the purposes of this clause "salary" means the salary or rates of pay prescribed by Schedule 1, Schedule 4, Schedule 6 and Schedule 7 of this Agreement and any allowances paid to an Employee which form part of the Employee's salary for superannuation purposes.

13.1 An Employee may, by agreement with the Employer, enter into a salary packaging arrangement including salary sacrifice to superannuation where they may convert up to 100% of their salary to other benefits.

Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not limited to, compulsory superannuation payments, HECS payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.

13.2 The terms and conditions of the salary packaging arrangement, including the duration as agreed between the Employee and Employer, will be provided in a separate written agreement, in accordance with the Employer's salary packaging scheme. Such agreement must be made prior to the period of service to which the earnings relate.

13.3 Salary packaging must be cost neutral for the Employer. Employees must reimburse the Employer in full for the amount of:

13.3.1 any fringe benefits tax liability arising from a salary packaging arrangement; and

13.3.2 any administrative fees.

13.4 Where the Employee makes an election to salary package the following payments made by the Employer in relation to an Employee shall be calculated by reference to the annual salary which the Employee would have been entitled to receive but for the salary packaging arrangement:

13.4.1 Superannuation Guarantee Contributions;

13.4.2 any salary-related payment including but not limited to allowances and workers compensation payments; and

13.4.3 payments made in relation to accrued leave paid on termination of the Employee's employment or on the death of the Employee.

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## 14. Initial Appointments

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- 14.1 The initial appointment of all new Employees shall be subject to a probationary period of six months.
- 14.2 All initial appointments shall be on the basis of merit.

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## 15. Temporary Employment

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- 15.1 TAFE NSW is committed to increasing the use of permanent full time and part time employment where this is appropriate and sustainable, based on TAFE NSW's business and educational needs. A Managing Director's Recruitment Directive issued on 1 March 2023 giving effect to this commitment will apply for the life of this enterprise agreement.
- 15.2 Temporary Teacher employment can occur on a full time or part time basis and shall not be replaced by Sessional Teacher employment.
- 15.3 Subject to the Temporary Employee's satisfactory conduct and performance, where an equivalent position will exist following the expiry of the Temporary Employee's period of engagement, TAFE NSW will offer a further temporary engagement to the Temporary Employee.
- 15.4 Where practicable, notice of re-engagement will be given at least two weeks prior to the expiry of the current temporary engagement and the employee will give one week's notice of acceptance to TAFE NSW.
- 15.5 A long term Temporary Employee will be permanently appointed to a position covered by this Agreement, provided that:
- 15.5.1 There are no excess Permanent Employees who are qualified and suitable to be matched to the position; and
  - 15.5.2 The Temporary Employee has:
    - (i) one year of continuous service with TAFE NSW in the same temporary position, as defined by the *Fair Work Act 2009*; or
    - (ii) three years continuous service with TAFE NSW in the same position which consists of sessional and temporary service.
  - 15.5.3 For the purpose of this clause, one or more engagements of a Temporary Employee in the same role will be deemed to be continuous unless more than eight weeks have elapsed between those engagements. The period between engagements will not count as service for the purpose of this clause.
  - 15.5.4 Their initial appointment was on the basis of merit; and
  - 15.5.5 There is ongoing work available in that position as determined by the Executive Director Education and Skills and the Chief People and Culture Officer; and
  - 15.5.6 The Executive Director Education and Skills (or their delegate) is satisfied the Temporary Employee has the relevant skills, qualifications, experience and work



performance standards to enable the employee to perform the duties of the position concerned.

- 15.6 Requests for conversion from temporary to permanent employment will not be unreasonably refused.

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## **16. Teaching in More Than One Location**

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- 16.1 Teachers may be programmed to teach in more than one location including schools.
- 16.1.1 Where this occurs there shall be full consultation with the affected Teacher or Teachers, including sufficient notice and any specific needs of the affected Teacher or Teachers shall be taken into account.
- 16.1.2 The travelling compensation provisions at Schedule 5, Excess Travel and Compensation for Travel on Official Business and, as appropriate, time credit provisions at clause 30, Time Credit shall apply to Teachers programmed to teach in more than one location.

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## **17. Deferred Salary Scheme**

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- 17.1 Permanent Employees may seek to join the Employer's deferred salary scheme.
- 17.2 Successful applicants may defer twenty per cent of their salary for the first four years and be paid the deferred salary in the fifth year.

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## **18. Compensation for Travel on TAFE Business**

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- 18.1 Where an Employee is required and authorised to travel on TAFE business in the performance of their duties, compensation for travel shall be determined in accordance with the provisions of Schedule 5, Excess Travel and Compensation for Travel on Official Business.

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## **19. Attendance – Teachers and Counsellors**

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- 19.1 The standard attendance hours of Teachers, Head Teachers, Special Program Coordinators, Adult Literacy Officers, Counsellors, Advanced Skills Counsellors and Senior Counsellors shall be 35 hours per week. Having regard to subclauses 21.4 and 22.5, an Approved Program may result in attendance hours being greater or less than 35 hours in any given week.
- 19.2 The daily span of working hours in Colleges/Campuses for Employees under this Agreement is between 6.00am and 10.00pm on Monday to Saturday, inclusive. Teaching and related duties hours worked by Teachers should, unless otherwise unavoidable or by agreement between a Teacher and their immediate manager, be continuous.
- 19.3 All full time Employees shall be required to attend College five days per week on Monday to Friday, inclusive. However, where the course program requires, Teachers, Head Teachers, Special Program Coordinators, Adult Literacy Officers, Counsellors, Senior Counsellors and Advanced Skills Counsellors:

- 19.3.1 may be required to work on any five days from Monday to Saturday inclusive as part of their normal program. By agreement between TAFE NSW and employees, weekly attendance requirements and hours of work can be completed in less than 5 days per week if that is determined as the local arrangement which best supports the delivery of education to students for that semester;
- 19.3.2 who are required as part of their normal program to work on a Saturday shall, if they so request, be entitled to have two consecutive days off in the following week.

## 20. Duties of Teachers

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- 20.1 For the purpose of this clause Teacher includes Head Teachers, Special Program Coordinators and Adult Literacy Officers.
- 20.2 Teachers perform a broad range of duties that include the following activities:

Direct Teaching Activities	Duties Related to Teaching
<p>Direct teaching activities include but are not limited to:</p> <ul style="list-style-type: none"> <li>- face to face teaching in any environment or setting, including but not limited to:               <ul style="list-style-type: none"> <li>- classrooms,</li> <li>- workshops,</li> <li>- industry</li> <li>- in the field;</li> </ul> </li> <li>- distance mode and online;</li> <li>- workplace training and assessment.</li> </ul>	<p>Duties related to teaching include but are not limited to:</p> <ul style="list-style-type: none"> <li>preparation;</li> <li>marking;</li> <li>support and advice to clients;</li> <li>enrolment and administration;</li> <li>course, curriculum and program development and review;</li> <li>industry and community liaison and promotion;</li> <li>training and professional development;</li> <li>development of learning materials;</li> <li>research;</li> <li>attendance at staff meetings;</li> <li>recognition of prior learning;</li> <li>workplace consultancy and advisory services;</li> <li>skills analysis and audit;</li> <li>work placement coordination and supervision;</li> <li>leading approved staff development activities;</li> <li>student selection;</li> <li>course coordination as specified in curriculum documents.</li> </ul>

- 20.3 Head Teachers also perform administrative, leadership and management duties. Special Program Coordinators and Adult Literacy Officers perform administrative and coordination duties.

## **21. Allocation of Duties**

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- 21.1 The direct teaching or counselling component of:
- 21.1.1 full time Teachers shall be 720 hours per annum;
  - 21.1.2 Head Teachers (excluding Head Teacher Band 3) shall be 360 or 504 hours per annum as determined by the Employer;
  - 21.1.3 Adult Literacy Officers shall be 324 hours per annum;
  - 21.1.4 Special Program Coordinators and Assistant Outreach Coordinators shall be 216 hours per annum;
  - 21.1.5 Counsellors and Advanced Skills Counsellors shall be 20 hours per week;
  - 21.1.6 Senior Counsellors shall be 14 hours per week;
- provided that new Teachers within the meaning of subclauses 25.3.1 and 25.3.2, pursuant to clause 25, Professional Development - Teachers, are entitled to a reduction in their direct teaching time by half the requisite amount of professional development time specified in those subclauses.
- 21.2 Teachers shall be required to undertake direct teaching including face to face teaching in any environment or setting including, but not limited to, classrooms, workshops, industry, in the field, by distance mode and online, and including workplace training and assessment.
- 21.3 Only at the discretion of the Executive Director Education and Skills (or nominee) shall any reduction in the teaching load be permitted. If any such reduction is permitted, the Teacher shall not be paid for Excess Teaching Hours, except as otherwise approved by the Executive Director Education and Skills.
- 21.4 Those Teachers whose classes finish prior to the end of the TAFE Year, semester or term due to final examination shall continue to perform other duties. Such duties are to be determined between the Teacher and their immediate manager in accordance with sub-clause 22.3.

## **22. Approved Program**

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- 22.1 This clause shall apply to Teachers, Head Teachers, Adult Literacy Officers and Special Program Coordinators.
- 22.2 All Teachers, Head Teachers (excluding Head Teacher Band 3), Adult Literacy Officers and Special Program Coordinators must have an Approved Program to meet TAFE NSW's needs. The Approved Program will comprise the total annual hours as detailed in the following table:

Classification	Direct teaching	Duties related to teaching, professional development**, and coordination duties	Head Teacher 1 and 2 Administrative, leadership and management duties	Duties related to teaching, professional development** during the five non-teaching weeks	Total annual hours
Teachers	720	540	-	175	1435
Adult Literacy Officers	324	936	-	175	1435
Special Program Coordinators, other than consultants for students with a disability Assistant Outreach Coordinators	216	1079	-	175	1470
Special Program Coordinators for students with a disability	216	1044	-	175	1435
Head Teacher Band 1	504	432	324	175	1435
Head Teacher Band 2 (*)	360	360	540	175	1435

(\*)Includes a Head Teacher Band 1 supervising >150 weighted hours per week

(\*\*) Professional development is referred to in clause 25.

22.3 Within the Approved Program, Teachers, Head Teachers, Adult Literacy Officers and Special Program Coordinators may flexibly undertake their direct teaching and the non-teaching components provided under sub-clause 22.2 over a period of twelve months. Managers will, in consultation with teachers, determine the duties related to teaching that shall be conducted as part of an Approved Program. An Approved Program developed under this sub-clause may be reviewed for genuine operational reasons on a semester basis.

22.4 In developing an Approved Program, Employees are not restricted as to the number of hours they may undertake direct teaching in any week, provided that the total number of hours meets the annual totals provided in sub-clause 22.2 and that the requirements of subclause 22.5 are met.

22.5 An Approved Program will not require an Employee to work unreasonable hours in excess of 35 hours per week. In determining what is unreasonable the following factors will be considered:

22.5.1 The staff member's prior commitments outside the workplace, particularly the staff member's family and carer responsibilities, community obligations or study arrangements;

- 22.5.2 Any risk to staff member health and safety;
  - 22.5.3 The urgency of the work required to be performed, the impact on the operational commitments of the organisation and the effect of client services;
  - 22.5.4 The approved program provides sufficient related duties to perform the teaching in that week;
  - 22.5.5 Any other relevant matter.
- 22.6 Where a Teacher is required to teach hours in excess of the annual direct teaching component specified in sub-clause 22.2, the provisions of clause 31, Excess Teaching Hours will apply.

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### **23. Administrative Duties**

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- 23.1 The administrative component of a Head Teacher (excluding Head Teacher Band 3) shall be:
- 23.1.1 nine hours per week for a Head Teacher band 1 supervising up to 150 weighted teaching hours per week;
  - 23.1.2 fifteen hours per week for a Head Teacher band 1 supervising more than 150 weighted teaching hours per week; and
  - 23.1.3 fifteen hours per week for a Head Teacher band 2.

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### **24. Training and Professional Development**

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- 24.1 TAFE NSW confirms a commitment to training and development for all education Employees. Employees recognise their obligation to maintain and update their skills. The Employer recognises its obligations to provide Employees with opportunities to maintain and update their skills.
- 24.2 It is the aim of TAFE NSW that Employees shall be provided with opportunities for training and development so that they will form a highly skilled, competent and committed workforce, experiencing job satisfaction and providing the highest quality service.
- 24.3 Wherever possible, training and development shall be designed to articulate with approved and accredited courses.
- 24.4 TAFE NSW shall facilitate the professional development, skills enhancement and career development opportunities of Employees and improve effectiveness through a range of activities, including:
- 24.4.1 work-based learning;
  - 24.4.2 return to industry;
  - 24.4.3 job rotation;
  - 24.4.4 transfers;

- 24.4.5 secondment;
- 24.4.6 project team participation;
- 24.4.7 job design and redesign;
- 24.4.8 provision of training relevant to the needs of the individual and the requirements of the organisation.

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## **25. Professional Development and Maintaining Currency – Teachers**

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- 25.1 For the purposes of this clause, Teacher includes Head Teachers (excluding Head Teacher Band 3), Special Program Coordinators and Adult Literacy Officers.
- 25.2 Discussions are to occur between the Teacher and their appropriate Head Teacher /supervisor for an agreed professional development plan that meets the development needs of the Teacher and the section/faculty/unit. The plan will be developed as part of the Annual Teacher Review process and will guide the professional development plan over the year.
- 25.3 An Approved Program for all teachers shall include professional development on the following basis:
  - 25.3.1 Teachers undertaking teacher training shall have a minimum of 72 hours per annum professional development in their first two years of service. These employees who are teaching under supervision will receive this amount as a minimum which may be flexed up to support them to complete their qualifications.
  - 25.3.2 Teachers who are teacher trained on recruitment shall have 72 hours professional development per annum in their first year of service; and
  - 25.3.3 all other Teachers shall have 20 hours of professional development per annum to undertake activities related to their current and medium term individual development needs as identified in consultation with their line manager. While not compulsory, a Teacher may access an additional 50 hours of professional development per annum where agreed as part of the approved program. This does not preclude access to other professional development opportunities provided by the Employer.

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## **26. Professional Development – Education Officers, Related Employees, Head Teachers Band 3, Education Support Officers, Assessors and Counsellors**

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- 26.1 For the purpose of this clause Related Employees includes permanent and temporary Education Officers, Counsellors, Cluster Managers, Managers Education and Training Resource Centre, Principal Education Officers, Program Managers, Curriculum Managers, Quality Assurance Coordinators, Chief Education Officers, Senior Education Officers, Head Teachers Band 3, Education Support Officers and Assessors.
- 26.2 Related Employees shall have 20 hours of professional development per annum to undertake activities related to their current and medium term individual development

needs as identified in consultation with their line manager. This does not preclude access to other professional development opportunities provided by the Employer.

## **27. TAFE Year**

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- 27.1 For the purpose of this clause, Teacher includes Head Teacher (excluding Head Teacher Band 3).
- 27.2 TAFE NSW shall operate for a period of 50 weeks in a calendar year. There shall be a two week close down period in Colleges/Campuses over the Christmas and New Year period. The dates of the close down period shall be determined by the Managing Director or delegate.
- 27.3 Teachers working TAFE Year programs shall undertake teaching duties for 36 weeks, non-teaching duties for five weeks and are to receive the same number of public holidays, annual leave, and agreed non-attendance days in the TAFE Year as Teachers who are working the Standard Educational Year.
- 27.4 Teachers may not be directed to teach more than twelve consecutive weeks without taking annual leave or agreed non-attendance or may not elect to teach more than eighteen consecutive weeks without taking annual leave or agreed non-attendance.
- 27.5 Staffing of courses delivered outside the Standard Educational Year shall be based on the consultative procedure set out in 27.6 below.
- 27.6 In determining how Teachers will be allocated to deliver programs, Managers of the relevant sections shall:
- 27.6.1 in the first instance, seek volunteer Teachers (this may include Part Time Casual Teachers) from within the educational area/ Faculty and/or Teaching section to teach the course; and
  - 27.6.2 in the event that no Teachers within the Faculty and/or Teaching section are available, a TAFE Manager may direct a full time Teacher to undertake the program, provided that a Teacher directed to teach in a TAFE Year program in the midsummer student vacation shall not be directed to teach a TAFE Year program in the following midsummer student vacation.
- 27.7 Subject to the requirements of subclause 35.4, Managers and Teachers must ensure deferred annual leave and agreed non-attendance weeks are built into a Teacher's TAFE Year approved program. Deferred annual leave shall be taken on an agreed basis between the Teacher and their line manager, taking into account the educational programs in the Faculty and/or Teaching section, particularly in the first two weeks of the Standard Educational Year, and the needs of the Teacher. If agreement cannot be reached after reasonable consultation, the Manager may direct that the Teacher ensure deferred annual leave and agreed non-attendance weeks are built into a Teacher's TAFE Year approved program.
- 27.8 Deferred annual leave and agreed non-attendance shall be taken, whenever possible, in full weekly blocks, each beginning Monday and ending on Friday.

- 27.9 Agreed non-attendance is to be cleared within twelve months of the conclusion of the TAFE Year and cannot be accumulated and carried over into subsequent years, unless it is agreed in writing between the Executive Director Education and Skills (or Nominee) and the Teacher.
- 27.10 The TAFE Year provisions shall apply to Teachers who are required to attend the workplace for student selection, programming, enrolment and other duties which can only be done outside the Standard Educational Year and which are essential to the functioning of the section.
- 27.11 Teachers who work up to three days in one block outside the Standard Educational Year may elect, once per TAFE Year, to be paid for this work in lieu of taking agreed non-attendance. Where a Teacher elects to be so paid, such payment shall be made at the rate for excess teaching as per clause 31, Excess Teaching Hours.

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## **28. Additional One Week**

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- 28.1 For the purpose of this clause Teacher includes Head Teacher (excluding Head Teacher Band 3).
- 28.2 By agreement between Teachers and their immediate manager, Teachers may elect to attend up to one week of their agreed non attendance period to meet TAFE's needs.
- 28.3 Teachers may elect to be paid for this work or to accumulate their hours.
- 28.4 Where an election for payment is made, then such payment shall be at the rate prescribed at clause 31, Excess Teaching Hours for Excess Teaching Hours or at the Part time Casual Duties Other Than Teaching rate for related duties.
- 28.5 Where Teachers elect to accumulate, such hours shall contribute to their bank of hours.
- 28.6 Where teaching duties are undertaken, the hours shall accumulate as part of their total teaching bank of hours.
- 28.7 Where related duties are undertaken, these hours shall accumulate as part of the related duties bank of hours.
- 28.8 Teachers, in consultation with their immediate manager, should consider the provisions of clause 27, TAFE Year, and this clause.
- 28.9 Teachers may only attend one additional week per TAFE Year, whether the provisions of the said clause 27, TAFE Year, or this clause are applied.
- 28.10 Where Teachers are directed to undertake duties in a vacation period, after the provisions of subclause 27.6 of clause 27, TAFE Year have been followed, then only the provisions of clause 27, TAFE Year shall apply.
- 28.11 Where Teachers volunteer to undertake duties in the vacation period, then either the provisions of clause 27, TAFE Year or the provisions of this clause shall apply.



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**29. Evening Work – Counsellors**

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- 29.1 For the purpose of this clause, Counsellor includes senior Counsellors and Advanced Skills Counsellors.
- 29.2 Counsellors required to perform part of their counselling program after 5.30pm as part of their normal program shall be paid at a rate of 1.25 times their hourly salary rate.
- 29.3 The formula for calculating the hourly salary rates for a Counsellor shall be:

$$\frac{\text{Annual Salary}}{260.8929} \times \frac{5}{1} \times \frac{1}{35}$$

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**30. Time Credit**

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- 30.1 For the purpose of this clause, Teacher includes Head Teacher (excluding Head Teacher Band 3) and Adult Literacy Officer.
- 30.2 Teachers who are required to perform direct teaching activities between 6.30pm and 10.00pm Monday to Friday and 6.00am and 10.00pm on Saturday as part of their Approved Program and not part of Excess Teaching Hours, shall have their direct teaching activities reduced by one hour for every four hours of such teaching or pro rata, provided that:
- 30.2.1 where, as a consequence of the operation of this sub-clause, a Teacher's teaching load is reduced by their attendance, the said teaching load shall be reduced by an equivalent time but the Teacher's total related duties shall remain unaltered.
- 30.3 Teachers who are required to work during the hours prescribed at subclause 30.2, other than direct teaching, including the following circumstances:
- 30.3.1 Related duties (excluding meal breaks) which in one continuous period of time, extend beyond 6.30pm and 10.00pm Monday to Friday and or between 6.00am and 10.00pm Saturday, where a Teacher is required to teach two teaching sessions that are part of their Approved Program;
- 30.3.2 where Head Teachers are directed to perform supervisory duties;
- 30.3.3 enrolment duties;

as part of their Approved Program and not as part of Excess Teaching Hours, shall be paid at a rate of 1.25 times the hourly rate for the Teacher so engaged. The formula for calculating the hourly rate of the Teacher shall be:

$$\frac{\text{Annual Salary}}{1} \times 260.8929 \times 30$$

**31. Excess Teaching Hours**

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- 31.1 For the purpose of this clause, Teacher includes Head Teacher (excluding Head Teacher Band 3) and Adult Literacy Officer.
- 31.2 Subject to the provisions in clause 22, Approved Program, Excess Teaching Hours worked above the direct teaching hours set out in subclause 22.2 shall be paid at a rate known as the excess teaching rate.
- 31.3 The formula for calculating the excess teaching hourly rate for hours described in subclause 31.2 shall be:

$$\frac{\text{Maximum TAFE Teacher Salary}}{1} \times \frac{5}{260.8929} \times \frac{1}{30} \times 1.3475$$

- 31.4 Where as a consequence of the operation of clause 30, Time Credit, a Teacher’s standard teaching load is reduced, the excess teaching hourly rate will only be payable to:
  - 31.4.1 a Teacher, if, subject to the provisions of clause 22, Approved Program, they have performed direct teaching duties of 720 hours.
  - 31.4.2 a Head Teacher, if, subject to the provisions of clause 22, Approved Program, they have performed direct teaching duties of 360 or 504 hours as determined by the Employer.
  - 31.4.3 an Adult Literacy Officer, if, subject to the provisions of clause 21, Approved Program, they have performed direct teaching duties of 324 hours.
- 31.5 Emergency Hours -
  - 31.5.1 Emergency Excess Teaching Hours occur when an unplanned absence of a Teacher leads to another Teacher being given less than 24 hours’ notice to take a class.
  - 31.5.2 Payment for emergency Excess Teaching Hours shall be made fortnightly at the appropriate rate for the hours worked.
  - 31.5.3 Emergency Excess Teaching Hours cannot be included in determining the direct teaching hours of an Approved Program.
- 31.6 The parties agree that the use of Excess Teaching Hours shall be discouraged.

**32. Sunday Work/Night Work**

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- 32.1 For the purpose of this clause, Teacher includes Head Teacher (excluding Head Teacher Band 3) and Adult Literacy Officer.
- 32.2 That part of an Approved Program required to be worked on Sunday or on other days between the hours of 10.00pm and 6.00 am shall be paid at the rate of double the hourly rate of the Teacher.

32.3 The formula for calculating the hourly rate shall be:

$$\frac{\text{Annual Salary}}{1} \times \frac{5}{260.8929} \times \frac{1}{27}$$

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### 33. Qualifications for Appointment

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33.1 Except where the Employer determines that special circumstances exist in relation to a particular person which warrant that person's appointment with a lesser qualification or a shorter duration of vocational experience, the minimum qualifications for appointment to positions are as follows:

- 33.1.1 Education Officer - appropriate Degree or Diploma at AQF levels 5-8 or Equivalent and appropriate vocational and or industrial experience.
- 33.1.2 Teacher - appropriate technical or professional qualifications plus from two to five years, as appropriate, vocational and or industrial experience.
- 33.1.3 Counsellor - appropriate Degree from a Tertiary Institution and at least three years study in psychology or other such study as the Employer deems appropriate, plus two years appropriate vocational experience.
- 33.1.4 Head Teacher Band 3 - To be considered for appointment to an Head Teacher Band 3 position the applicant must possess:
  - (i) Appropriate technical or professional qualifications and vocational/industrial experience as determined necessary by TAFE NSW and as a minimum complying with the relevant regulatory requirements;
  - (ii) an educational qualification at the Diploma level or above, and demonstrate continued professional and leadership development; and
  - (iii) Post graduate qualification relating to:
    - (a) Industry or technical (e.g. Diploma Building & Construction); or
    - (b) Educational Specialisation – assessment & evaluation; higher education; technology; flexible learning; or
    - (c) VET Pedagogy.
- 33.1.5 Education Support Officer - Appropriate subject knowledge, skills and vocational qualifications as determined by the Employer.
- 33.1.6 Assessor - Appropriate technical or professional qualifications plus appropriate vocational and or industry experience that meets the minimum qualification requirement in accordance with the Australian Skills Quality Authority (ASQA) standard as varied from time to time, currently being:
  - (i) hold the TAE Assessor Skill Set;

- (ii) be able to demonstrate vocational competencies at least to the level being assessed;
- (iii) current industry skills directly relevant to the training and assessment being provided;
- (iv) current knowledge and skills in vocational training and learning that informs their training and assessment; and
- (v) be able to demonstrate how they are continuing to develop their vocational education and training (VET) knowledge and skills as well as maintaining industry currency and assessor competence.

#### **34. Working Conditions - Education Officers, Related Employees and Head Teachers Band 3**

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- 34.1 This clause sets out the general conditions of employment for the following classifications - Education Officer, Senior Education Officer, Chief Education Officer, Principal Education Officer, Curriculum Manager, Industry Specialist, Principal Officer, Quality Assurance Coordinator, Cluster Manager, Program Manager, Manager Education and Training Resource Centre, and Head Teacher Band 3.
- 34.2 They shall:
- 34.2.1 be employed on a 35 hours per week basis and may average their working hours, provided they work 420 hours every twelve weeks;
  - 34.2.2 be entitled to professional development/study time as per clause 26, Professional Development - Education Officers, Related Employees, Head Teachers Band 3, Education Support Officers, Assessors and Counsellors.
- 34.3 In the context of a pre-planned program, managers and their Employees shall negotiate their working arrangements, including their daily span of hours, so as to meet TAFE's and the individual's needs. Possible working arrangements include:
- 34.3.1 the taking of part, single or multiple days as time in lieu;
  - 34.3.2 taking time in lieu before 420 hours have been accumulated;
  - 34.3.3 working a standard 35 hour week.
- 34.4 Up to a maximum of one week (35 hours) may be carried forward from one twelve week period to the next.
- 34.5 Employees who do not meet the requirement of 420 hours work in a twelve week period are required to take leave to cover the shortfall in contract hours for which they have already been paid. This leave may be paid or unpaid.
- 34.6 Where agreed working arrangements need to be reviewed this shall also be negotiated between Employees and their manager.
- 34.7 The band of hours for Employees not located in Colleges/Campuses shall be from 7.30am to 9.00pm Monday to Friday.

- 34.8 The band of hours for Employees located in Colleges/Campuses shall be from 6.00am to 10.00pm Monday to Saturday.
- 34.9 All Full time Employees located in Colleges/Campuses shall be required to attend five days per week unless the taking of time in lieu has been agreed.

**35. Leave for Teachers, Related Employees, Head Teachers Band 3, Education Support Officers and Assessors**

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- 35.1 In addition to the leave entitlements provided by this subclause, Employees are also entitled to adoption, maternity and parental leave in accordance with the TAFE NSW Adoption, Maternity and Parental Leave Procedures.
- 35.2 Annual Leave - All Permanent and Temporary Employees shall be entitled to a minimum of four weeks' annual leave (accrued pro rata where Employees are employed for periods less than the equivalent full time).
- 35.3 Annual Leave Loading - All Permanent and Temporary Employees shall be paid a loading of 17.5 per cent of their wage/salary for each week of the four weeks minimum annual leave as provided for in subclause 35.2 for each twelve months of service, or pro rata, on the basis of the Employee's ordinary salary rate.
- 35.4 Annual Leave and Agreed Weeks of Non Attendance - Teachers (excluding Head Teachers Band 3), Counsellors and Special Program Coordinators:
- 35.4.1 Except where provision is otherwise made in this clause of the Agreement, all leave in excess of four weeks annual leave shall be deemed to be in lieu of additional work and overtime.
- 35.4.2 Unless otherwise required by the Employer, Permanent and Temporary Employees in the following classifications shall not be required to attend their workplace for the number of weeks as set out in the following table:

Salary Group	Classification	Annual Leave Weeks	Agreed Weeks of Non Attendance
Common Salary Scale	Teacher	4	7
	Adult Literacy Officer	4	7
	Counsellor	4	3
	Advanced Skills Counsellor	4	3
	Assistant Outreach Co-ordinator	4	6
Promotion Salary Scales	Head Teacher	4	7
	Special Program Coordinators	4	6
	Consultants for students with a disability	4	7
	Senior Counsellor	4	3

- 35.4.3 Employees will normally be required to take all of their annual leave entitlement as set out in the table at 35.4.2 above during the first week of each of the scheduled student vacation periods each year unless another period is agreed in

writing between the Executive Director Education and Skills (or Nominee) and an Employee.

35.4.4 Where an Employee is not able to take their full annual leave entitlement during the scheduled student vacation periods each year the Employee must take any accrued annual leave entitlement during agreed weeks of non attendance.

### 35.5 Sick Leave -

35.5.1 All Permanent and Temporary Employees shall be entitled to fifteen days sick leave per annum with the unused component of the annual entitlement being fully cumulative (accrued pro rata where Employees are employed for periods less than the equivalent full time).

35.5.2 Employees employed on teaching conditions who, as at 31 January 1994, were entitled to 22 days on full pay and 22 days on half pay in any twelve month period shall retain their previously accumulated sick leave entitlement.

35.5.3 Special sick leave shall continue to be available.

35.5.4 Additional Sick Leave - the provisions of this subclause shall only apply to Permanent and Temporary Employees employed on teaching conditions.

(i) The maximum grant of additional sick leave during the first two years of service is fifteen days.

(ii) Additional sick leave provided under this subclause is available at any stage during the Employee's first two years of service but shall only be granted in circumstances where:

(1) there is no current concern regarding the Employee's use of sick leave as contained in subclause 35.5.1; and

(2) all sick leave entitlements as contained in subclause 35.5.1 have been exhausted.

### 35.6 Extended Leave

35.6.1 Permanent Employees and full time Temporary Employees shall be entitled to extended leave of 44 working days on full pay or 88 working days on half pay after completing ten years of service and a further eleven working days for each completed year of service after ten years in accordance with the *TAFE Commission Act 1990* and the Procedures for Extended Leave in TAFE NSW.

35.6.2 Extended leave entitlements as a result of service prior to 31 January 1994 shall be saved as accumulated under the pre-existing provisions applying to the Employee concerned.

### 35.7 Community Service Leave

35.7.1 A Permanent or Temporary Employee may access paid community service leave in accordance with the TAFE Policy - Special Leave, for periods when an Employee is:

- (i) performing jury service; or
- (ii) acting as an Emergency Volunteer.

### 35.8 Family and Community Service Leave

35.8.1 A Permanent or Temporary Employee may access paid family and community service (FACS) for reasons related to:

- (i) family responsibilities of the Employee; or
- (ii) the performance of community service by the Employee; or
- (iii) personal emergencies

35.8.2 The maximum amount of family and community service leave that may be granted to full time Permanent and Temporary Employees is:

- (i) during the first twelve months of service - three working days;
- (ii) after completion of twelve months service - six working days in any two year period;
- (iii) after completion of two years service - nine working days in any three year period.

35.8.3 FACS leave is provided in addition to the entitlement to Personal/Carers Leave under this Agreement and the TAFE Policy - Special Leave which provides for paid leave for Jury service and for emergency service volunteers subject to the conditions outlined in the policy.

### 35.9 Personal/Carer's Leave -

35.9.1 Use of Sick Leave -

- (i) A Permanent or Temporary Employee may, in relation to a class of person set out in subclause (iii) below who needs that Employee's care and support, use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in sick leave provisions of this Agreement for absences to provide care and support for such persons when they require care and support because of an illness, injury or unexpected emergency affecting the person. Leave may be taken for part of a day.
- (ii) That Employee shall if required, establish either by production of a medical certificate or statutory declaration the illness, injury or unexpected emergency affecting the person concerned and that the person requires care or support.
- (iii) The entitlement to use sick leave in accordance with this subclause is subject to the person concerned being:

- (1) a spouse of the Employee; or
  - (2) a de facto partner; or
  - (3) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the Employee or spouse or de facto partner of the Employee; or
  - (4) a member of the Employee's household.
- (iv) An Employee shall, wherever practicable, give the Employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care or support and that person's relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify the Employer of such absence as soon as practicable after the leave has started.

#### 35.9.2 Unpaid Leave for Family Purposes -

- (i) A Permanent or Temporary Employee may elect, with the consent of the Employer, to take unpaid leave for purpose of providing care or support to a member of a class of person set out in subclause 35.9.1(iii) who is ill, injured or affected by an unexpected emergency. Employees must exhaust paid Personal/Carer's leave before they are eligible to access unpaid leave under this clause.

#### 35.10 Time Off in Lieu of Payment for Overtime -

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

#### 35.11 Make-up Time -

- (i) A Permanent or Temporary Employee may elect, with the consent of the Employer to work "make-up time", under which the Employee takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in the Agreement, at the ordinary rate of pay.



### 35.12 Compassionate Leave -

- (i) A Permanent or Temporary Employee shall be entitled to up to two days compassionate leave without deduction of pay on each occasion when a person prescribed in subclause 35.9.1(iii) contracts, develops or sustains an illness or injury that poses a serious threat to his or her life or dies.
- (ii) The Employee must notify the Employer as soon as practicable of the intention to take compassionate leave and shall, if required by the Employer provide to the satisfaction of the Employer proof of the relevant death, illness or injury.
- (iii) Compassionate leave may be taken in conjunction with other leave available under this clause. In determining such a request the Employer shall give consideration to the circumstances of the Employee and the reasonable operational requirements of TAFE NSW.

35.13 This subclause only applies to Casual Education Support Officers and Assessors. Employees employed as Casual Education Support Officers and Assessors are not entitled to any other leave, paid or unpaid, other than as described under this subclause,

35.13.1 Casual Education Support Officers and Assessors will be entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave Act 1955* (NSW).

35.13.2 Casual Education Support Officers and Assessors are entitled to unpaid parental leave. The following provisions shall also apply.

- (i) The Managing Director must not fail to re-engage a regular Casual Employee because:
  - (a) the Employee or Employee's spouse is pregnant; or
  - (b) the Employee is or has been immediately absent on parental leave.

The rights of the Managing Director in relation to engagement and reengagement of Casual Education Support Officers and Assessors are not affected, other than in accordance with this clause.

35.13.3 Personal Carers Entitlement

- (i) Casual Education Support Officers and Assessors are entitled to not be available to attend work, or to leave work if they need to care for a person described at 35.9.1(iii) who is ill, injured, or affected by an unexpected emergency and requires care and support. This entitlement is subject to the evidentiary requirements set out below in 35.13.3(iv), and the notice requirements set out in 35.13.3(v).

- (ii) The Managing Director and Casual Education Support Officers and Assessors shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. Casual Education Support Officers and Assessors are not entitled to any payment for the period of non-attendance.
- (iii) The Managing Director must not fail to re-engage Casual Education Support Officers and Assessors because they have accessed the entitlements provided for in this clause. The rights of the Managing Director to engage or not to engage Casual Education Support Officers and Assessors are otherwise not affected.
- (iv) Casual Education Support Officers and Assessors shall, if required:
  - (a) establish either by production of a medical certificate or statutory declaration, the illness or injury of the person concerned and that the illness or injury is such as to require care by another person, or
  - (b) establish by production of documentation acceptable to the Managing Director or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.
- (v) Casual Education Support Officers and Assessors must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the Managing Director of their inability to attend for duty. If it is not reasonably practicable to inform the Managing Director during the ordinary hours of the first day or shift of such absence, the Employee will inform the Managing Director within 24 hours of the absence.

#### 35.13.4 Compassionate Leave

- (i) Casual Education Support Officers and Assessors are entitled to not be available to attend work, or to leave work when a person as defined at 35.9.1(iii) contracts, develops or sustains an illness or injury that poses a serious threat to his or her life or dies on production of satisfactory evidence (if required by the Managing Director).
- (ii) The Managing Director and Casual Education Support Officers and Assessors shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. Casual Education Support Officers and Assessors are not entitled to any payment for the period of non-attendance.

- (iii) The Managing Director must not fail to re-engage a Casual Education Support Officers or Assessor because they have accessed the entitlements provided for in this clause. The rights of the Managing Director to engage or not engage Casual Education Support Officers and Assessors are otherwise not affected.
- (iv) Casual Education Support Officers and Assessors must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the Managing Director of their inability to attend for duty. If it is not reasonably practicable to inform the Managing Director during the ordinary hours of the first day or shift of such absence, the Employee will inform the Managing Director within 24 hours of the absence.

#### 35.13.5 Community Service Leave

- (i) Casual Education Support Officers and Assessors are entitled to be absent from work for the purpose of performing community service activities such as:
  - (a) voluntary emergency management activities;
  - (b) jury service.
- (ii) Casual Education Support Officers and Assessors are entitled to not be available to attend work:
  - (a) for the period that the Casual Education Support Officers and Assessors are engaged in the eligible community service activity, including reasonable travelling time associated with the activity, and reasonable rest time immediately following the activity;
  - (b) if the absence is reasonable in all the circumstances.
- (iii) Casual Education Support Officers and Assessors, who want an absence from their employment to be covered by community service leave, must give their Employer:
  - (a) notice of the absence as soon practicable
  - (b) the period or expected period of absence

The Managing Director may require Casual Education Support Officers and Assessors, who have given notice of taking community service leave, to provide evidence that they are entitled to the leave.

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### **36. Calculation of Service**

36.1 In calculating the years of service for the purpose of clause 35 of this Agreement the following periods shall not be taken into account:

- 36.1.1 any leave of absence without pay exceeding five days in any year of service (other than on community leave or a period of stand down under Part 3-5 of the *Fair Work Act 2009* (Cth)); or
- 36.1.2 any unauthorised absences.

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### **37. Multi-Skilling**

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- 37.1 Subject to appropriate qualifications, training and taking into account a Teacher's long term career path opportunities, the Employer may transfer Teachers to teach their Approved Program in part or in whole in another location or discipline other than the one to which they currently belong.
- 37.2 Teachers transferred pursuant to subclause 37.1 of this clause shall have a right to a review of their position each year in consultation with relevant TAFE Officers.

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### **38. Working Conditions – Sessional Teachers**

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- 38.1 This clause sets out the working arrangements and conditions of employment for Sessional Teachers. In addition to the leave entitlements provided by this subclause, these employees are also entitled to adoption, maternity and parental leave in accordance with the *TAFE NSW Adoption, Maternity and Parental Leave Procedures* and long service leave in accordance with the *Long Service Leave Act 1955*.
- 38.2 A Sessional Teacher will be paid the Sessional Teacher hourly rate outlined in Schedule 6.
- 38.3 Sessional Teaching employment shall not be used to replace Temporary Teacher employment.

#### Engagement

- 38.4 A Sessional Teacher can be employed by TAFE NSW on a part time basis for a single session or for two sessions.
- 38.5 Sessional Teachers engaged for a single session will be engaged for a period of between 21 and 24 weeks. This period will comprise of between 16 and 19 teaching weeks, two weeks of annual leave, two weeks of paid non-attendance and one week of administration duties.
- 38.6 Sessional Teachers engaged for two sessions will be for a period between 44 and 48 weeks. This period will comprise of between 34 and 38 weeks of teaching, four weeks of annual leave, four weeks of paid non-attendance and two weeks of administration duties.
- 38.7 Subject to the Sessional Teacher's satisfactory conduct and performance, where an equivalent position will exist following the expiry of the Sessional Teacher's period of engagement, TAFE NSW will offer a further engagement to the Sessional Teacher.
- 38.8 Where practicable, notice of re-engagement will be given at least two weeks prior to the expiry of the current engagement and the employee will give one week's notice of acceptance to TAFE NSW.

- 38.9 One or more engagements of a Sessional Teacher will be deemed to be continuous unless more than eight weeks have elapsed between those engagements. The period between engagements will not count as service.
- 38.10 Sessional Teachers who are subsequently appointed to full time TAFE NSW positions are eligible to have their service recognised for extended (long service) leave purposes, provided their service is continuous into full time service.

#### Hours of Work

- 38.11 The minimum ordinary hours of teaching of a Sessional Teacher is seven hours per week and the maximum ordinary hours of teaching is seventeen hours per week.
- 38.12 The hours of teaching referred to in Clause 38.11 may be averaged across the teaching weeks during the period of engagement and arranged flexibly in order to meet the needs of TAFE NSW. Before each engagement the Sessional Teacher and their Supervisor will agree a program of teaching that will be recorded by the Sessional Teacher in the Teacher Program Diary (TPD), or other system(s) as may be required for payroll purposes
- 38.13 The rate paid for Sessional Teachers is for the duties on which Sessional Teachers are engaged during the hours for which they have been authorised to undertake direct teaching activities and performance of related duties including:
- (i) attendance in the classroom before the commencement and after the completion of class;
  - (ii) setting and marking of class tests;
  - (iii) assessing and marking students' practical work;
  - (iv) preparing special lectures and lecture demonstrations;
  - (v) completing records and returns;
  - (vi) setting and marking assignments;
  - (vii) initial recording of results;
  - (viii) familiarisation with the syllabus;
  - (ix) organisation of lesson plan;
  - (x) preparation of lesson notes, and teaching aids;
  - (xi) making copies of notes; and
  - (xii) preparation for practical work, drawing and practical exercises.

#### Additional Related Duties

- 38.14 Where a Sessional Teacher is engaged to teach an average of 10 or more hours per week during the teaching weeks of their engagement, the Sessional Teacher will also be required to attend to perform Additional Related Duties for a set number of hours in accordance with the following table:

Weekly Teaching Hours	Additional Related Duties hours
17 hours	5 hours 40 minutes
16 hours	5 hours 20 minutes
15 hours	5 hours
12 to less than 15 hours	3 hours
10 to less than 12 hours	1 hour

- 38.15 Provided that they attend to perform the Additional Related Duties, a Sessional Teacher will be paid for hours outlined in Clause 38.14 at the Sessional Teacher hourly rate in Schedule 6.
- 38.16 The Additional Related Duties hours specified in Clause 38.14 may be arranged flexibly across the teaching weeks during the engagement to suit the needs of the Sessional Teacher and TAFE NSW.
- 38.17 The Additional Related Duties hours are to be used by the Sessional Teacher to perform duties associated with the Sessional Teacher's direct teaching activities set out in subclause 38.13 as well as duties related to the Sessional Teacher's teaching section.
- 38.18 The specific duties to be undertaken during the Additional Related Duties hours and the pattern of attendance shall be by agreement between the Sessional Teacher and their supervisor/s, become part of their Approved Program and be recorded in their TPD.
- 38.19 Where practical, Additional Related Duties hours are to be arranged so that the Sessional Teacher can attend staff meetings, professional development and other related duties during these hours on the day/s the teacher is programmed to teach. Split shifts are not to be included as part of a Sessional Teacher's Approved Program unless requested by the Sessional Teacher.

#### Extra Teaching

- 38.20 Where a Sessional Teacher agrees to perform extra teaching during their engagement in addition to the teaching hours agreed at clause 38.11, the Sessional Teacher will be paid at time and a half for each hour of additional teaching.
- 38.21 Extra teaching does not count for the purposes of calculating whether a Sessional Teacher has been engaged to teach an average of 10 or more hours per week for the purposes of clause 38.14. Sessional Teachers are not also entitled to Additional Related Duties hours under Clause 38.14 as a result of performing extra teaching.

#### Other Work, Staff Meetings and Professional Development

- 38.22 Sessional Teachers who are required by their supervisor to perform the following duties outside of their Additional Related Duties hours or administration duties weeks shall be paid the Sessional Teacher hourly rate outlined in Schedule 6:
- 38.22.1 duties for the Sessional Teacher's teaching section;
  - 38.22.2 attendance at staff meetings;

38.22.3 undertaking approved training;

38.22.4 attending approved professional development activities;

38.23 A minimum one hour is payable for approved time spent on the activities outlined in clause 38.22.

#### Administration Duties Weeks

38.24 A Sessional Teacher will attend TAFE NSW for one week each session to perform duties related to the Sessional Teacher's direct teaching activities set out in subclause 38.13 as well as duties associated with the Sessional Teacher's teaching section. The number of hours a Sessional Teacher will attend during the administration duties week is equal to the number of hours that they are engaged to teach per week and Additional Related Duties hours (if applicable).

#### Paid Non-Attendance

38.25 A Sessional Teacher is entitled to receive two weeks of paid non-attendance per session. During weeks of non-attendance the Sessional Teacher is not required to work and is paid the number of hours that they are engaged to teach per week and Additional Related Duties hours (if applicable). These weeks of paid-non-attendance are additional compensation for the duties related to teaching that a Sessional Teacher performs during their engagement as outlined in Clause 38.13.

38.26 Paid non-attendance weeks for Sessional Teachers will be designated by TAFE NSW and will ordinarily occur during scheduled student vacation periods.

#### Annual Leave

38.27 A Sessional Teacher is entitled to two weeks of annual leave per session.

38.28 Sessional Teachers will be granted two weeks annual leave on commencement of the engagement. If the employee is engaged for two sessions they will be granted a further two weeks of annual leave after the completion of twenty teaching weeks.

38.29 The Sessional Teacher will be required to take all of their annual leave during the scheduled student vacation periods each semester unless another period is agreed between the Executive Director Education and Skills (or Nominee) and the Sessional Teacher.

#### Annual Leave Loading

38.30 A Sessional Teacher will accrue annual leave loading at the rate of 17½% based on the monetary value of the annual leave accrued by the employee during the year.

38.31 A Sessional Teacher will receive payment for their accrued annual leave loading in the first pay period after 1 December each year.

38.32 If a Sessional Teacher is only engaged for the first semester then the Employee will receive a proportionate payment of annual leave loading at the conclusion of their engagement.

#### Sick Leave

38.33 Sessional Teachers are entitled to accrue sick leave progressively at a rate of 15 days per annum.

38.34 Sessional Teachers shall be entitled to use their sick leave entitlement for personal/carer's and compassionate leave purposes in accordance with subclause 35.9 Personal/Carer's Leave.

#### Compassionate Leave

38.35 A Sessional Teacher shall be entitled to up to two days compassionate leave without deduction of pay on each occasion when a person prescribed in subclause 35.9.1(iii) contracts, develops or sustains an illness or injury that poses a serious threat to his or her life or dies.

38.36 The Sessional Teacher must notify TAFE NSW as soon as practicable of the intention to take compassionate leave and shall, if required by the TAFE NSW provide to the satisfaction of the TAFE NSW proof of the relevant death, illness or injury.

38.37 Compassionate leave may be taken in conjunction with other leave available under this clause. In determining a request for such leave TAFE NSW shall give consideration to the circumstances of the Employee and the reasonable operational requirements of TAFE NSW.

#### Declared Emergencies (Community Service Leave)-

38.38 Sessional Teachers who, in a declared emergency, volunteer to assist the emergency services or who are members of volunteer emergency organisations which are required to assist during a declared emergency are to be granted leave with payment where it coincides with teaching duty. There is no limit on the duration of such leave.

38.39 On resumption of duty, proof of attendance certified by an authorised representative of the emergency service shall be provided.

38.40 Agreed leave for a further one day for rest purposes may be granted prior to the resumption of duty.

#### Jury Duty (Community Service Leave) -

##### 38.41 Sessional Teachers Responsibility -

38.41.1 A Sessional Teacher, who attends a court in answer to a jury summons on a day when they would otherwise be on duty, may elect to receive payment for jury expenses or receive leave, whichever is most advantageous to the employee.

38.41.2 To obtain leave, a Sessional Teacher must furnish to the appropriate supervisor any certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the Sessional Teacher during any such period and the details of any payment or payments made to the Sessional Teacher under a law of the Commonwealth or State, in respect of any such period.

38.41.3 A Sessional Teacher must, as soon as possible, notify the appropriate supervisor of the details of any jury summons served.



#### 38.42 Employer's Responsibility -

- 38.42.1 The appropriate supervisor shall, in respect of any period during which a Sessional Teacher was required to be on duty:
- (i) upon receipt of any such certificate of attendance grant, in respect of any such period for which the Sessional Teacher has been paid out-of-pocket expenses only, agreed leave on full pay; or
  - (ii) in any other case grant, at the sole election of the Sessional Teacher, agreed leave without pay.

#### Public Holiday Pay

- 38.43 If a public holiday occurs on a day when a Sessional Teacher is normally required to attend for duty based on their ordinary days of work each week, they shall be entitled to be absent and be paid for that day's normally programmed hours.
- 38.44 For the avoidance of doubt, the ordinary days of work each week do not change because a public holiday falls in a particular week, regardless of whether this occurs on the first or last day of a term.

#### Conversion to Permanent Employment

- 38.45 A Sessional Teacher will be permanently appointed to a position covered by this Agreement, provided that:
- 38.45.1 There are no excess Permanent Employees who are qualified and suitable to be matched to the position; and
  - 38.45.2 The Sessional Teacher has been engaged by TAFE NSW for six consecutive sessions with TAFE NSW in that same position.
  - 38.45.3 Their initial appointment was on the basis of merit; and
  - 38.45.4 There is ongoing work available in that position as determined by the Executive Director Education and Skills and the Chief People and Culture Officer; and
  - 38.45.5 The Executive Director Education and Skills (or their delegate) is satisfied the Sessional Teacher has the relevant skills, qualifications, experience and work performance standards to enable the employee to perform the duties of the position concerned.
  - 38.45.6 Requests for conversion from sessional to permanent employment will not be unreasonably refused.

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### **39. Working Conditions – Part time Casual Teachers, Coordinators and Counsellors**

- 39.1 This clause sets out the general conditions of employment for Part time Casual Teachers, Coordinators and Counsellors. In addition to the leave entitlements provided by this subclause, these employees are also entitled to adoption, maternity and parental leave in

accordance with the *TAFE NSW Adoption, Maternity and Parental Leave Procedures* and long service leave in accordance with the *Long Service Leave Act 1955*.

39.2 Subject to satisfying the conditions prescribed by this Agreement, the hourly rates of pay of Part time Casual Teachers, Coordinators and Counsellors shall be as set out in Schedule 6. These rates of pay are inclusive of a 25% casual loading which compensates for all incidents of employment not provided for in this clause.

39.3 Part time Casual Teachers who teach within a correctional centre shall be entitled to an environmental allowance of an additional amount per hour as set out in Schedule 2 on the rates contained in Schedule 6 for each hour so taught within the correctional centre.

39.4 Duties -

39.4.1 The rate paid for Part time Casual Teachers is for the duties on which Part time Casual Teachers are engaged during the hours for which they have been authorised to undertake direct teaching activities and performance of related duties including:

- (i) attendance in the classroom before the commencement and after the completion of class;
- (ii) setting and marking of class tests;
- (iii) assessing and marking students' practical work;
- (iv) preparing special lectures and lecture demonstrations;
- (v) completing records and returns;
- (vi) setting and marking assignments;
- (vii) initial recording of results;
- (viii) familiarisation with the syllabus;
- (ix) organisation of lesson plan;
- (x) preparation of lesson notes, and teaching aids;
- (xi) making copies of notes; and
- (xii) preparation for practical work, drawing and practical exercises.

39.5 Sick Leave -

39.5.1 Part time Casual Teachers and Coordinators shall be entitled to sick leave as follows:

- (i) In any calendar year a Part time Casual Teacher or coordinator shall be entitled to accrue and then use sick leave as set out in subclauses (ii) to (viii) below.
- (ii) After having completed 468 hours of service during any calendar year, a Part time Casual Teacher or Coordinator shall have accrued paid sick leave

of three weeks per annum pro rata to the average number of hours per week worked by the teacher or coordinator in that calendar year. The Part time Casual Teacher or Coordinator shall accrue a number of hours sick leave on an annual basis equal to the number of hours service in a calendar year divided by twelve.

- (iii) Provided that a Part time Casual Teacher or Coordinator who has completed 468 hours service in a calendar year but does not have accumulated sick leave entitlement from preceding years shall have an hourly sick leave entitlement equal to the number of hours service, at the date of taking leave, multiplied by three and divided by the number of weeks worked by that date.
- (iv) The maximum amount of accumulated sick leave in any calendar year shall be 60 hours.
- (v) At the commencement of each calendar year, a Part time Casual Teacher or Coordinator shall be credited with unused sick leave accrued in the preceding calendar year.
- (vi) A Part time Casual Teacher or Coordinator who has an accrued sick leave entitlement and who, because of personal illness, is unable to attend or perform duty on any day when engaged or scheduled to attend, shall be entitled to be paid sick leave at the rate applicable to those duties.
- (vii) Where a Part time Casual Teacher's or Coordinator's application for sick leave exceeds three consecutive program days or as otherwise required by the Employer, the Part time Casual Teacher or Coordinator shall produce a satisfactory medical certificate from a qualified medical practitioner stating the nature of the illness and the time which, in the doctor's opinion, must elapse before the applicant can resume duty.
- (viii) Where a Part time Casual Teacher or Coordinator is also engaged in any other full time employment and is entitled thereunder to sick leave benefits in respect to a period of employment which is concurrent with any period(s) of employment as a Part time Casual Teacher or Coordinator they shall not be entitled to any sick leave benefits under this Agreement.

39.5.2 Part time Casual Teachers and Coordinators who have a sick leave entitlement pursuant to clause 39.5.1 shall be entitled to use that entitlement for personal/carer's and compassionate leave purposes in accordance with subclause 35.9 Personal/Carer's Leave.

## 39.6 Hard to Fill Country Locations

39.6.1 When a Part time Casual teaching, Coordination and or Counselling position has been advertised twice in the press and no selection has been made, appropriate travel and subsistence allowances pursuant to the Australian Taxation Office's annual Determination of reasonable travel and overtime meal allowance expense amounts as varied shall be paid to Part time Casuals who, upon request by the Employer, work in a remote location other than the location to which they are otherwise engaged.

### 39.7 Payment for Related Duties

39.7.1 Part time Casual Teachers teaching 10 or more hours in a week shall be entitled to payment for related duties, provided that they attend to perform the related duties. Such related duties shall be paid at the teaching duties rate according to the following table:

Teaching Duties Hours	Related Duties Hours
19 hours or more per week	6 hours 20 minutes
18 hours	6 hours
17 hours	5 hours 40 minutes
16 hours	5 hours 20 minutes
15 hours	5 hours
12 to less than 15 hours	3 hours
10 to less than 12 hours	1 hour

39.7.2 Payment for related duties paid to Part time Casual Teachers teaching 10 hours or more a week are for duties associated with the Part time Casual Teacher's teaching section as well as for duties related to the Part time Casual Teacher's direct teaching activities set out in subclause 39.4.

39.7.3 The apportionment of the related duties to be undertaken and the required attendance shall be by agreement between the Part time Casual Teacher and their supervisor/s and become part of the teacher's Approved Program. Where practical, attendance is to be arranged so that the Teacher can attend staff meetings, professional development and other related duties on the day/s the teacher is programmed to teach. Split shifts are not to be included as part of a Part time Casual Teacher's Approved Program unless requested by the Part time Casual Teacher.

### 39.8 Training and Development

39.8.1 Where a Part time Casual Teacher, Coordinator or Counsellor is approved to attend a staff development activity which coincides with normal duties, they shall be paid at the rate applicable to their duty program for the length of that duty program whilst so engaged on staff development activities.

39.8.2 Allowances and reimbursement of out-of-pocket expenses pursuant to the Australian Taxation Office Determination TD 2016/13, or its replacement, for motor vehicle allowances shall be made on the following bases, provided that such travel is by the most economical means.

39.8.3 If participants attend courses where they are required to be away from their homes overnight, they shall be entitled to:

- (i) provision of the cost of rail travel or use of car with payment at casual rates; and
- (ii) payment of incidental expenses necessarily incurred in travelling.

39.8.4 If participants attend courses where they are not required to be away from their homes overnight, they shall be entitled to:

- (i) travelling costs as per subclause 39.8.3(i); and
- (ii) meal allowances, when meals are not provided by the Employer.

### 39.9 Class Cancellation

39.9.1 Where a Part time Casual Teacher reports for duty on any day on the basis of a request by an authorised Officer and then is advised that their services are not required or receive less than two hours' notice of cancellation, the Teacher shall be entitled to receive payment for the scheduled duties.

### 39.10 Attendance at Staff Meetings

39.10.1 Part time Casual Teachers and Coordinators who are approved to attend staff meetings shall be paid at the rate specified for Duties Other Than Teaching for attendance at the meetings in accordance with subclause 9.8 of this Agreement.

39.10.2 Approval for attendance in excess of two hours for each meeting shall be at the discretion of the Officer at the level above the Part time Casual's supervisor.

### 39.11 Public Holiday Pay

39.11.1 If a public holiday occurs on a day when a Part time Casual Teacher, Coordinator or Counsellor is normally required to attend for duty based on their ordinary days of work each week, they shall be entitled to be absent and be paid for that day's normally programmed hours.

39.11.2 For the avoidance of doubt, the ordinary days of work each week do not change because a public holiday falls in a particular week, regardless of whether this occurs on the first or last day of a term.

39.11.3 Employees who are programmed to teach during a vacation period are also entitled to be paid for public holidays falling on a day when they would normally be required to attend for duty.

### 39.12 Payment of Interview Expenses

39.12.1 Part time Casual Teachers, Coordinators and Counsellors applying for full time TAFE positions are entitled to the following provisions:

- (i) When a Part time Casual is called for interview for a full time position, then the Employer shall meet the applicant's reasonable expenses for travel and subsistence pursuant to the Australian Taxation Office's annual Determination of reasonable travel and overtime meal allowance expense amounts, as amended from time to time.
- (ii) The payment of expenses shall be a matter for discussion and agreement prior to interview, bearing in mind due economy.
- (iii) Travel arrangements shall be discussed when interviews are arranged.

### 39.13 Recognition of Previous TAFE Part time Casual Service

39.13.1 Part time Casual Teachers, Coordinators and Counsellors who are subsequently appointed to full time TAFE NSW positions are eligible to have such Part time Casual TAFE NSW service recognised for extended (long service) leave purposes, provided their service is continuous into full time service.

### 39.14 Agreed Leave

#### 39.14.1 Declared Emergencies (Community Service Leave)-

- (i) Part time Casual Teachers and Coordinators who, in a declared emergency, volunteer to assist the emergency services or who are members of volunteer emergency organisations which are required to assist during a declared emergency are to be granted leave with payment where it coincides with teaching duty. There is no limit on the duration of such leave.
- (ii) On resumption of duty, proof of attendance certified by an authorised representative of the emergency service shall be provided.
- (iii) Agreed leave for a further one day for rest purposes may be granted prior to the resumption of duty.

#### 39.14.2 Jury Duty (Community Service Leave) -

- (i) Part time Casual Teachers and Coordinators Responsibility -
  - (1) A Part time Casual Teacher or Coordinator, who attends a court in answer to a jury summons on a day when they would otherwise be on duty, may elect to receive payment for jury expenses or receive leave, whichever is most advantageous to the Part time Casual.
  - (2) To obtain leave, a Part time Casual Teacher or Coordinator must furnish to the appropriate supervisor any certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the Part time Casual Teacher or Coordinator during any such period and the details of any payment or payments made to the Part time Casual Teacher or Coordinator under a law of the Commonwealth or State, in respect of any such period.
  - (3) A Part time Casual Teacher or Coordinator must, as soon as possible, notify the appropriate supervisor of the details of any jury summons served.
- (ii) Employer's Responsibility -
  - (1) The appropriate supervisor shall, in respect of any period during which a Part time Casual Teacher or Coordinator was required to be on duty:

- (a) upon receipt of any such certificate of attendance grant, in respect of any such period for which the Part time Casual Teacher or Coordinator has been paid out-of-pocket expenses only, agreed leave on full pay; or
- (b) in any other case grant, at the sole election of the Part time Casual Teacher or Coordinator, agreed leave without pay.

#### 39.14.3 Compassionate Leave

- (i) Subject to the evidentiary and notice requirements in 35.9.1(ii) and 35.9.1(iv) Part time Casual Teachers, Coordinators and Counsellors are entitled to not be available to attend work, or to leave work because a person prescribed in subclause 35.9.1(iii) contracts, develops or sustains an illness or injury that poses a serious threat to his or her life or dies.
- (ii) The Part time Casual Teacher, Coordinator or Counsellor is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Part time Casual Teacher, Coordinator or Counsellor is not entitled to any payment for the period of non attendance.
- (iii) The Employer must not fail to re-engage a Part time Casual Teacher, Coordinator or Counsellor because the Employee accessed the entitlements provided for in this clause. The rights of the Employer to engage or not engage a Part time Casual Teacher, Coordinator and Counsellor are otherwise not affected.

#### 39.14.4 Personal/Carer's Leave

- (i) Subject to the evidentiary and notice requirements in 35.9.1(ii) and 35.9.1(iv) Part time Casual Teachers, Coordinators and Counsellors are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 35.9.1(iii) who requires care or support, due to an unexpected emergency or an illness or injury affecting the person.
- (ii) The Part time Casual Teacher, Coordinator or Counsellor is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Part time Casual Teacher, Coordinator or Counsellor is not entitled to any payment for the period of non attendance. A Part time Casual Teacher, Coordinator or Counsellor who has an entitlement to paid sick leave must exhaust it prior to accessing unpaid leave under this sub-clause.
- (iii) The Employer must not fail to re-engage a Part time Casual Teacher, Coordinator or Counsellor because the Employee accessed the entitlements provided for in this clause. The rights of the Employer to engage or not engage a Part time Casual Teacher, Coordinator and Counsellor are otherwise not affected.

#### 39.15 Access to Facilities -

39.15.1 TAFE NSW shall ensure that the facilities are available to all Part time Casual Employees. Subject only to the needs for security and safety, teaching materials, working areas and equipment, resource and reference materials and technical and administrative Employees shall be readily accessible by Part time Casual Employees before, during and following their scheduled duty periods.

39.16 Statement of Service –

39.16.1 The Employer shall maintain a record of service detailing hours paid during the Period of engagement of all Part time Casuals.

39.16.2 The record of service prior to the introduction of the Lattice Human Resources Management System shall be established from the Employer’s records supplemented by Part time Casuals submitting records/statutory declarations of this service.

39.16.3 This record of service will be updated and made available to each Part time Casual as a Statement of Service:

- (i) On request by the Part time Casual concerned; or
- (ii) On termination of the Part time Casual’s employment.

39.17 Induction -

39.17.1 A Part time Casual Teacher, on initial engagement, shall be paid up to two hours at the Duties Other Than Teaching rate for attendance at a formal induction program.

39.18 Permanent and Temporary Appointment Opportunities -

39.18.1 Part time Casual Teachers, Counsellors and coordinators may apply for any permanent or temporary positions advertised internally or externally.

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**40. Contract Teachers (TAFE Digital)**

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40.1 This clause establishes the general conditions of employment, including hourly rates of pay, which are specific to Contract Teachers employed at TAFE Digital.

40.2 In addition to the qualifications for appointment the Teaching By Distance (TBD) is the pre entry requirement.

40.3 Rates of Pay -

40.3.1 There shall be a single contract teaching rate. The rate of pay for Contract Teachers is linked to the hourly teaching duties rate for Part time Casual Teachers as follows:

$$\text{Teaching Duties Rate for Part time Casual Teachers} \quad \times \quad \frac{2}{3} \quad \times \quad \frac{25}{60} \quad = \quad \$ \text{ per unit}$$



- 40.3.2 This formula reflects the parties' agreement that the marking of each unit of work shall be allocated 25 minutes.
- 40.3.3 The rates of pay for Contract Teachers are set out in Schedule 6. These rates are inclusive of all incidences of employment except for long service leave as provided under the *Long Service Leave Act 1955*.

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#### **41. Provision for Positions which Are Hard to Fill**

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- 41.1 This clause does not apply to Part time Casual Teachers and Contract Teachers.
- 41.2 A position will be regarded as "hard to fill" when it has been advertised once throughout TAFE and twice on <https://iworkfor.nsw.gov.au> or its successor and no appointment has been made.
- 41.3 When a position has been identified as "hard to fill" in accordance with subclause 41.2, the Employer will review the position in order to ensure that the current position description and accountabilities appropriately reflect the nature of the position. Where appropriate, job redesign will follow and the new position will be advertised in the normal manner.
- 41.4 Where job redesign has not been deemed to be appropriate, TAFE NSW may offer an allowance of up to ten per cent of the maximum salary of the position when it is next advertised.
- 41.5 The allowance will be paid to the selected applicant for as long as they remain in the advertised position.

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#### **42. Industrial Rights**

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- 42.1 Union Representatives -
- 42.1.1 An accredited Union representative at the place in which they are employed shall, upon notification thereof to their Employer, be recognised as an accredited Union representative.
- 42.1.2 An accredited Union representative shall be allowed the necessary time during working hours to interview the Employer or Union members on matters affecting Employees.
- 42.1.3 An accredited Union representative shall be allowed a reasonable period of time during working hours to interview a duly accredited Union official.
- 42.2 Consultative and Other Committee Work -
- 42.2.1 Where an Employee is required by the Employer, nominated by the Union or otherwise selected by other Employees to participate in work based consultative or like committees, the Employer shall provide such Employees with paid leave to attend to such matters.

- 42.2.2 In addition, where such committees unanimously agree to undertake a particular project consistent with their terms of reference, the Employer shall provide sufficient paid time to enable the Employee to undertake the project.
- 42.3 An accredited Union representative shall be provided with reasonable access to the following facilities for authorised Union activities:
- 42.3.1 telephone, and where available, facsimile or e-mail facilities;
- 42.3.2 workplace conference or meeting facilities, where available, for meetings with member(s), as agreed between local management and the Union.

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#### **43. Implementation of Education Support and Leadership Roles**

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- 43.1 The parties are committed to maintaining and ensuring the quality of vocational education and training in TAFE NSW. This provision recognises the importance of the employment of qualified permanent, temporary and casual teachers in support of this commitment.
- 43.2 To support TAFE NSW's growth and future success, during the life of this Agreement the parties will support the implementation of roles in line with the *Education support and leadership roles in TAFE NSW Procedures*.
- 43.3 The parties agree to implement the following roles initially trialled under the 2013 Agreement:
- 43.3.1 Assessor – this role includes the design, validation and implementation of assessments and moderations suited to a range of modes and locations. The assessor supports teachers and head teachers in meeting ASQA compliance functions. An assessor does not undertake training or teaching.
- 43.3.2 Education Support Officer – this role works as part of a team and engages in a range of activities which directly and indirectly support learning and enhance educational outcomes for students, as required by the teacher. An Education Support Officer does not undertake training, teaching or assessing.
- 43.3.3 Head Teacher Band 3 – this role provides educational leadership for a teaching department or departments, college or campus. The position does not have specific teaching duties allocated, but may take on direct teaching from time to time as needed.
- 43.4 During the life of this Agreement any disputes that may arise in relation to the creation of Education Support and Leadership positions will, in the first instance, be dealt with consistent with Section 8 of the *Education support and leadership roles in TAFE NSW Procedures*, prior to notifying a dispute under clause 4 Dispute Resolution Procedures of this Agreement.

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#### **44. Education Support Officers and Assessors**

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- 44.1 Education Support Officers and Assessors will work ordinary hours of 35 per week under an annualised program during the TAFE year, at a workplace or workplaces required by the TAFE Institute.

44.2 The band of hours for Education Support Officers and Assessors shall be from 6.00am to 10.00pm Monday to Friday.

44.3 The total annual hour requirements for Education Support Officers and Assessors are set out in the table below:

Classification	Direct Contact hours	Administration and consultation duties	Total Annual Hours
Education Support Officers and Assessors	1344	336	1680

44.4 Employees are not restricted as to the number of direct contact hours they may undertake in any week, provided that the total number of hours meets the annual totals provided in 42.3 above and that the requirements for reasonable hours in 42.5 are met.

44.5 An Employee will not be required to work unreasonable hours in excess of 35 hours per week. In determining what is unreasonable the following factors will be considered:

44.5.1 The Employee's prior commitments outside the workplace, particularly the family and carer responsibilities, community obligations or study arrangements;

44.5.2 Any risk to Employee health and safety;

44.5.3 The urgency of the work required to be performed, the impact on the operational commitments of the organisation and the effect of client services;

44.5.4 Any other relevant matter.

44.6 Unless stated otherwise Education Support Officers and Assessors are not entitled to teaching conditions under this Agreement.

44.7 Leave - Education Support Officers and Assessors:

44.7.1 Education Support Officers and Assessors employed as either Permanent Employees or Temporary Employees shall be entitled to annual leave and other leave, except for leave provided only to Employees working teaching conditions, in accordance with clause 35. Leave for Teachers, Related Employees, Head Teachers Band 3, Education Support Officers and Assessors.

44.7.2 Unless directed to attend for duty by the Managing Director, Education Support Officers and Assessors are entitled to be absent from duty on a day designated as a public holiday under the *Public Holidays Act 2010 (NSW)* without loss of pay on any day which is:

(i) a declared public holiday throughout the State, including New Years Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, and Boxing Day; or

(ii) a declared local public holiday in that part of the State at or from which the Employee performs duty; or

(iii) a day between Boxing Day and New Year's Day determined by the Managing Director as a public service holiday.

44.7.3 Education Support Officers and Assessors may be directed to take annual leave during the two week close down period over the Christmas and New Year period as determined by the Managing Director or delegate.

44.8 In circumstances where Education Support Officers and Assessors are required by the Employer to travel on official business in the course of their employment they will be reimbursed in accordance with this subclause 44.8.

44.8.1 If required travel on any one day occurs within employment, and is approved by the Employer, time spent travelling will be considered to be on duty and paid at the individual Employee's hourly rate.

44.8.2 Time spent travelling by an Employee between home and the workplace is not considered to be required travel for the purpose of this clause and will not attract any payment.

44.8.3 Education Support Officers and Assessors are eligible for payment of the official business rates and casual rates applicable to authorised private motor vehicle use under Schedule 5 of this Agreement.

44.8.4 Education Support Officers and Assessors have no entitlement under clause 3, Excess Travel Time and clause 4, Waiting Time in Schedule 5 of this Agreement.

44.9 Casual Education Support Officers and Assessors will be employed in accordance with this subclause.

44.9.1 Hours of Work

(i) Casual Education Support Officers and Assessors shall be engaged and paid on an hourly basis.

(ii) Education Support Officers and Assessors will be engaged or paid for a minimum of 2 consecutive hours for each day worked.

44.9.2 Rate of Pay

(i) Casual Education Support Officers and Assessors shall be paid the ordinary hourly rate of pay calculated by the following formula for the hours worked per day:

(ii) Annual salary divided by 52.17857 divided by ordinary weekly hours for the classification

44.9.3 Casual Education Support Officers and Assessors shall be paid a loading on the appropriate ordinary hourly rate of pay, of:

(i) 25% for work performed on Mondays to Fridays (inclusive).

(ii) 50% for work performed on Saturdays.

- (iii) 75% for work performed on Sundays.
- (iv) 150% for work performed on public holidays.

The loadings specified in this clause are in recognition of the casual nature of the employment and compensate the Casual Education Support Officers and Assessor for all leave other than long service leave, and all incidence of employment.

44.10 Casual Education Support Officers and Assessors shall be entitled to leave in accordance with subclause 35.13 of clause 35, Leave for Teachers, Related Employees, Head Teachers Band 3, Education Support Officers and Assessors.

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#### **45. Lactation Breaks**

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- 45.1 This clause applies to Employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this Agreement.
- 45.2 A full time Employee or a part time Employee working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- 45.3 A part time Employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- 45.4 A flexible approach to lactation breaks can be taken by mutual agreement between an Employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the Employee.
- 45.5 The Employer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 45.6 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and Employee will take place to attempt to identify reasonable alternative arrangements for the Employee's lactation needs.
- 45.7 Employees experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- 45.8 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with subclause 35.5, Sick Leave of this Agreement.

## **46. Leave for Matters Arising from Domestic and Family Violence**

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- 46.1 The definition of domestic violence for the purpose of this clause is as defined in the *Fair Work Act 2009*.
- 46.2 Employees are entitled to access 20 days of paid domestic and family violence leave per calendar year. This leave may be accessed without the need to exhaust other leave entitlements first.
- 46.3 Domestic and family violence leave is able to taken in part-days, single days, or consecutive days.
- 46.4 Domestic and family violence leave under this clause is non-cumulative and does not accrue year to year.
- 46.5 The Employer will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the police force, a court, a doctor, a domestic violence support service or lawyer. Approving managers should use their discretion when assessing whether evidence, or what type of evidence, is required to satisfy them that domestic and family violence has occurred and should only require evidence in exceptional circumstances.
- 46.6 Personal information concerning domestic violence will be kept confidential by the Employer. Any documentation sighted by the Employer will be returned to the Employee, unless the Employee requests otherwise.
- 46.7 The Employer and Employee should discuss how to address the Employee's safety and support needs at work. The Employer and Employee may, if necessary, develop a plan to eliminate or minimise risks in the workplace related to family and domestic violence. Where appropriate TAFE NSW will facilitate flexible working arrangements, subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.
- 46.8 Entitlements provided for in subclauses 35.5, Sick Leave and 35.8, Family and Community Service Leave, of this Agreement may also be used by an Employee:
- 46.8.1 experiencing domestic and family violence; or
  - 46.8.2 providing care and support to a member of their family or household experiencing domestic and family violence

### Schedule 1- Common Incremental Salary Scale

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The following salary scale applies to: Teachers; Education Officers; Counsellors; Adult Literacy Officers, and Assistant Outreach Coordinators:

Current salary steps	Rates From the first pay period to commence on or after 1 February 2023  Per annum \$
Increase	2.53%
Step 13	105,362
Step 12	96,125
Step 11	92,477
Step 10	88,842

## Schedule 2 - Allowances

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Additional Responsibility Allowances	Rates From the first pay period to commence on or after 1 February 2023
Increase	2.53%
Teacher nominated as Teacher in Charge pa	4,731
Counsellor nominated as Counsellor in charge pa	2,103
Part time Casual Teachers teaching within a correctional centre (per hour)	2.06



## Schedule 3 - Locality Allowances

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### 1. Definitions

1.1 For the purposes of this schedule:

- 1.1.1 "Dependent child" means, unless otherwise defined in the Agreement, a child of which a Teacher is a parent and who is resident with and wholly maintained by such Teacher and either is under the age of sixteen years or is a full time student under the age of eighteen years or is completing their school studies up to and including Year 12.
- 1.1.2 "Dependent partner" means a person who is resident with and substantially reliant upon a Teacher for their financial support, being either the Teacher's spouse or a person whom the Employer is satisfied is cohabiting otherwise than in marriage with the Teacher in a permanent de facto and bona fide domestic relationship.
- 1.1.3 "Duly qualified" means a practitioner practising in Australia who, by training, skill and experience, is competent to diagnose, advise with regard to, and or treat the condition in relation to which relevant medical or dental assistance, as the case may be, is reasonably sought.
- 1.1.4 "Married couple" means and shall include a Teacher and their spouse or a person whom the Employer is satisfied is cohabiting otherwise than in marriage in a permanent de facto and bona fide domestic relationship.
- 1.1.5 "Practitioner" means a legally qualified and lawfully practising medical practitioner or, as appropriate, a legally qualified and lawfully practising dentist and includes a duly qualified and lawfully practising physiotherapist to whom a Teacher or a dependent spouse, partner or child of a Teacher has been referred for treatment by a legally qualified medical practitioner.
- 1.1.6 "Reimbursable expenses" means, for the purposes of Part E of this schedule:
- (i) Actual travel costs in excess of the amounts specified in subclause (iv) in any one instance reasonably incurred in transporting a Teacher and or a dependent partner and or dependent child of a Teacher from his or her place of residence to a place at which a duly qualified practitioner is consulted.
  - (ii) Travel charges in excess of the amounts specified in subclause (iv) in any one instance made by a duly qualified practitioner reasonably summoned to a Teacher or a dependent partner or dependent child of a Teacher at or near the place of residence of the Teacher.
  - (iii) The actual cost of accommodation not being hospital or nursing accommodation reasonably and necessarily incurred by a Teacher or a dependent partner or dependent child of a Teacher in connection with the attendance of that person away from their place of residence at a place at which a duly qualified practitioner is consulted.
  - (iv) For the purposes of subclauses (i) and (ii), the amounts which travel costs and charges must exceed are as follows:

From the first pay  
period to  
commence  
on or after 1  
February 2023

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- 1.1.7 "Campus" shall include any College, Campus, branch, annex, centre or other establishment to which a Teacher is appointed.
- 1.1.8 "Single Teacher" means and shall include a widow, widower, divorcee or Teacher living separately and apart from their spouse.
- 1.1.9 "Travel costs" means, for the purposes of Part E of this schedule, the actual return transport costs payable in respect of the means of conveyance most appropriate to the circumstances and, in relation to a motor vehicle owned by a Teacher or a dependent partner of a Teacher, an amount calculated for the total distance travelled at the casual rate determined from time to time by the Employer provided, however, that transport costs shall not in any circumstances exceed a sum which would be applicable to any return trip over a distance greater than that to and from the place of residence of the relevant Teacher and the GPO at Sydney.
- 1.1.10 "Teacher" for the purpose of this schedule means a permanent or Temporary Employee covered by this Agreement.

## **2. Part A - Allowances - Climatic Disability**

- 2.1 Subject to clause 7 of this schedule, a Teacher appointed to a Campus located in the Western Division of New South Wales upon or to the west of a line starting from a point on the right bank of the Murray River opposite Swan Hill (Victoria), and thence by straight lines passing through the following towns or localities in the order stated, viz., Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, shall be paid an allowance at the rates prescribed in subclause 0 below.
- 2.2 Subject to clause 7 of this schedule, a Teacher appointed to a Campus within a zone of New South Wales established by the 0 Degrees Celsius July Average Minimum Temperature Isotherm as contained in the Climatic Atlas of Australia, June 1974 as amended, and published by the Bureau of Meteorology, shall be paid an allowance at the rates prescribed in subclause 0 below.
- 2.3 The allowances prescribed in subclauses 2.1 and 2.2 of this Part may be extended, excluded or otherwise varied by the Employer to take into account any special circumstances.

2.4 Allowances under subclauses 2.1 and 2.2 are as follows:

Subclause No.	Climatic Allowances	Rates From the first pay period to commence on or after 1 February 2023  Per annum \$
Increase		2.53%
2.1	Teacher without dependent partner	1,458
	Teacher with dependent partner	1,727
2.2	Teacher without dependent partner	737
	Teacher with dependent partner*	984

\* The dependent partner rate is one third greater than the rate for a Teacher without a dependent partner.

**3. Part B - Allowances - Isolation from Socio Economic Goods and Services**

3.1 A Teacher appointed to a Campus included in Appendix A of this schedule shall be paid the following allowances -

Group	Rates From the first pay period to commence on or after 1 February 2023  Per annum \$
Increase	2.53%
1	4,794
2	4,313
3	3,834
4	3,356
5	2,875
6	2,399
7	1,921
8	1,443
9	965
10	480

3.2 A Teacher with a dependent partner shall receive double the allowance prescribed in subclause 3.1 of this clause.

3.3 Subject to clause 7 of this schedule, a Teacher entitled to an allowance under subclause 3.1 of this clause and with a dependent child or children shall be paid the following additional allowances –

Group	1st dependent child  Rates From the first pay period to commence on or after 1 February 2023  Per annum \$
Increase	2.53%
Group 1	574
Group 2	500
Group 3	423
Group 4	349
Groups 5 and 6	277

Group	2nd and subsequent dependent child
	Rates From the first pay period to commence on or after 1 February 2023  Per annum \$
Increase	2.53%
Group 1	387
Group 2	317
Group 3	239
Group 4	166
Groups 5 and 6	91

**4. Part C - Allowances - Motor Vehicle**

Subject to clause 7 of this schedule, a Teacher appointed to a Campus included in Appendix A of this schedule shall be paid the following allowances -

Group	Rates From the first pay period to commence on or after 1 February 2023  Per annum \$
Increase	2.53%
Groups 1, 2 and 3	2,576
Groups 4, 5 and 6	1,294

**5. Part D - Allowances - Vacation Travel Expense - Subject to Clause 7 of This Schedule**

5.1 A Teacher, when proceeding on vacation leave, shall be entitled in any calendar year to the payment of certain travel expenses on the following occasions:

5.1.1 if appointed to a Campus included in Appendix A of this schedule and in:

- (i) Groups 1 and 2 - three vacation journeys;
- (ii) Groups 3, 4, 5 and 6 - two vacation journeys;
- (iii) Group 7 - one vacation journey; or

5.1.2 if appointed to a Campus meeting the descriptors provided for in Determination 21 of the Determinations made pursuant to section 25 of the *Teaching Service Act 1980*, one vacation journey; and or

5.1.3 if appointed to a Campus located more than 720 kilometres from Sydney by the nearest practicable route and other than a school or Campus referred to in paragraph 5.1.1 of this subclause, one or more journey(s) if, given the circumstances of the Campus location, the Employer considers it to be warranted.

Provided always that the provisions of paragraphs 5.1.1, 5.1.2 and 5.1.3 shall not apply to a Teacher with less than three years' service who, at the date of their engagement for service, was resident in the relevant area.

5.2 A Teacher eligible for the payment of travelling expenses under subclause 5.1 shall have those travelling expenses calculated according to the formula for reimbursement based on Determination 21 referred to in paragraph 5.1.2 of subclause 5.1 of this clause, except that the amount of overnight expenses shall be as set out in subclause 5.3 below, consistent with the conditions contained in the aforementioned Determination. Provided that the use of a Teacher's own car shall not require the approval of the Employer.

5.3 For the purposes of subclause 5.2, the amount of overnight expenses are as follows:

Rates From the first pay period to commence on or after 1 February 2023
45

## 6. Part E - Reimbursement of Certain Expenses Related to Medical or Dental Treatment

6.1 The provisions of subclauses 6.2, 6.3, 6.4, 6.5 and 6.6 of this clause apply only to a Teacher who is appointed to a Campus included in Appendix A of this schedule, but do not apply to a Teacher -

6.1.1 who for the time being is on maternity leave; or

6.1.2 who is married to a spouse or has a partner normally resident in the locality, unless such spouse or partner is normally and usually dependent upon the Teacher as a consequence of illness, incapacity or other reasonable inability to earn an income sufficient to support themselves and or his or her child or children, as the case may be.

6.2 Where a Teacher reasonably incurs reimbursable expense, the amount thereof shall be paid to that Teacher upon written application made to the Employer.

6.2.1 A Teacher shall not be disentitled to such payment merely by reason of the fact that the reimbursable expense incurred was in relation to the attendance by or upon a duly qualified practitioner who was not the nearest duly qualified practitioner available at the relevant time if special circumstances in the particular case render it desirable that the services of some other duly qualified practitioner be sought.

6.2.2 In any instance in which it is necessary for the Teacher or the partner of the Teacher or some other attendant to accompany the person in respect of whom reimbursable expense is incurred then, upon written application by the Teacher to the Employer, the additional travel and accommodation costs reasonably and actually incurred shall be paid to the Teacher.

- 6.3 A Teacher who claims payment of reimbursable expenses shall provide such evidence in substantiation of the claim as the Employer may reasonably require.
- 6.4 The Employer shall be entitled to refuse payment of any claim where it appears that the expense arose as a direct consequence of the serious and wilful misconduct or gross negligence of the person in respect of whom the expense was incurred.
- 6.5 A Teacher shall, in respect of any occurrence which gives rise to the incurring of reimbursable expense, take all reasonable steps to recover any insurance, contributory fund, workers' compensation or other benefits or common law damages as may lawfully be payable in respect thereof and any sum actually recovered in respect of items of reimbursable expense under this Schedule shall be brought to credit as against the Employer's liability for the same. If any such sum shall be recovered subsequently to payment by the Managing Director of reimbursable expense to a Teacher, that Teacher shall make an appropriate repayment. The Employer shall not be entitled to withhold payment of reimbursable expense merely upon the ground that it or some portion of it may be recoverable at some time in the future from a third party.
- 6.6 The Employer may, by notice in writing, require any Teacher to effect and keep on foot a policy of insurance or membership of a medical fund to cover that Teacher's liability for items of the nature of reimbursable expense under this schedule.

6.6.1 In any such case, the Employer shall reimburse to the Teacher the amount by which any premium or contribution incurred in so doing exceeds the following amounts:

From the first pay period to commence on or after 1 February 2023
40

6.6.2 If a Teacher fails to comply with a requirement made by the Employer under this subclause, such Teacher shall not be entitled to claim any reimbursable expense which, but for their failure, would have been recouped to that Teacher as a result of the relevant insurance or membership.

- 6.7 When a Teacher is necessarily absent from duty for the purpose of securing advice and or treatment from a duly qualified practitioner for such Teacher or dependent partner or child of such Teacher, any period of such absence involved in travelling to or from the place of residence of the Teacher to the place at which the advice or treatment is obtained shall not be debited against any sick leave credit to which that Teacher is entitled. Provided that this clause shall be without prejudice to the right of the Employer in their discretion to temporarily appoint the Teacher to a Campus nearer to the place of consultation or treatment where they may deem it desirable so to do.
- 6.8 The Employer shall be entitled to decline payment of reimbursable expense to a Teacher in any instance in which such expense relates to a non urgent elective consultation or treatment which might reasonably have been sought during a vacation period whilst the Teacher or their relevant dependent partner, child or children (as the case may be) had, in the normal course, travelled to a location at which the type of consultation or treatment could be obtained.

## **7. Part F - Payment of Allowances According to Established Domestic Relationship Status**

- 7.1 Subject to subclause 7.2 of this clause, where a married couple as defined at 1.1.4 in this schedule consists of two Teachers who are otherwise eligible for payment of an allowance under this schedule then, in the case of an allowance under:
- 7.1.1 subclause 2.1 or 2.2 of clause 2 of this schedule, each Teacher shall only be entitled to one half of the allowance provided therein for a Teacher with a dependent partner;
  - 7.1.2 subclause 3.3 of clause 3 of this schedule, each Teacher shall only be entitled to one half of the allowance provided therein for a Teacher with a dependent child or children;
  - 7.1.3 clause 4 of this schedule, each Teacher shall only be entitled to one half of the motor vehicle allowance applicable to a single Teacher;
  - 7.1.4 clause 5 of this schedule, each Teacher shall only be entitled to one half of the vacation travel allowance; and
  - 7.1.5 subclause 6.2 of clause 6 of this schedule, each Teacher shall not qualify for reimbursement of expenses in so far as the Teacher's partner qualifies for and claims reimbursement as a Teacher.
- 7.2 Where a married couple as defined at 1.1.4 in this schedule includes a Teacher entitled to allowances under the agreement and a person entitled to a similar allowance based on the Crown Employees (Public Service Conditions of Employment) Award 2009 (368 I.G. 884) as varied, or its successor, the Teacher shall only receive the difference between that allowance and the married couple (as defined at 1.1.4 in this schedule) or dependent allowances under this schedule.

## **8. Part G - Locality Allowance Committee**

- 8.1 A Locality Allowance Committee shall be established for the purpose of -
- 8.1.1 investigating all matters in dispute and reporting and making recommendations thereon to the Employer and the Union;
  - 8.1.2 recommending the inclusion or deletion of Campuses to be covered by the provisions of clause 3 of this schedule; and
  - 8.1.3 recommending the appropriate groupings and alteration of existing groupings of Campuses within clause 3 of this schedule.
- 8.2 The Locality Allowance Committee shall -
- 8.2.1 consist of an equal number of representatives nominated by the Employer, and the Union;
  - 8.2.2 elect its own chairperson, who shall not have a casting vote; and
  - 8.2.3 be permitted to act in the absence of any member, provided more than one half of the members are present.



**APPENDIX A**

**ALLOWANCE FOR ISOLATION FROM SOCIO ECONOMIC GOODS AND SERVICES**

**Groupings of Campuses**

Group 2	Menindee Centre TAFE, Wilcannia TAFE
Group 3	Goodooga TAFE, Lightning Ridge Centre TAFE
Group 7	Brewarrina TAFE
Group 8	Bourke TAFE
Group 9	Boggabilla TAFE
Group 10	Cobar TAFE, Coomealla TAFE, Dunedoo TAFE Nyngan TAFE, Warren TAFE

## Schedule 4 - Salary Scales - Promotion Classifications

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Classification	Rates From the first pay period to commence on or after 1 February 2023  Per annum \$
Increase	2.53%
Cluster Manager and Manager, Education and Training Resource Centre	168,628
Principal Education Officer and Program Manager and Curriculum Manager	157,123
Quality Assurance Coordinator	148,047
Chief Education Officer	140,242
Senior Education Officer and Senior Counsellor Step 2	128,946
Step 1	125,832
Senior Head Teacher (old classification) Step 2	128,946
Step 1	125,832
Head Teacher Band 2	125,832
Head Teacher Band 1	115,810
Head Teacher (old classification) Step 2	120,552
Step 1	115,810
Special Program coordinator Step 2	120,552
Step 1	115,810
Head Teacher Band 3	144,247

## Schedule 5 - TAFE Excess Travel and Compensation for Travel on Official Business

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### 1. Definitions

1.1 For the purpose of this Schedule:

1.1.1 "Excess Travel" means, for the purpose of subclause 3.3, those distances:

- (i) when travelling from home to work and vice versa, that distance in excess of the distance between the Teacher's home and headquarters;
- (ii) on any day where the Teacher is required during the day to travel from one College, Campus or other workplace to another.

1.1.2 "Headquarters" means that College/Campus nominated by the Employer for the Teacher, or that College/Campus where the major part of the Teacher's Approved Program is performed.

1.1.3 "Teacher" means all persons employed permanently or temporarily in teaching positions, including Head Teachers, Special Program Coordinators, Counsellors, Adult Literacy Officers, and persons employed as Sessional Teachers or Part time Casual Teachers.

1.1.4 "Teaching Program" means the Teacher's Approved Program. This includes direct teaching and other duties as well as approved releases (eg for prescribed course of Teacher education) and would normally be the program as approved by the Teacher's supervisor.

### 2. Introduction

2.1 Except where authorised, Teachers are responsible for meeting costs incurred in travel between their residence and usual place of work.

2.2 Teachers may be authorised to use their private vehicle for travel on official business in the performance of their normal duties where other modes of travel are unsuitable or unavailable.

2.3 The use of a Teacher's private motor vehicle on official business is not mandatory.

### 3. Excess Travel Time

3.1 When a Teacher, in order to perform their teaching program is required to travel outside the Teacher's duty hours:

from the Teacher's home to a College, Campus or other workplace; and/or

from a College, Campus or other workplace to the Teacher's home; and/or

between Colleges, Campuses or other workplaces on any one day; and/or

between parts of a College, Campus or other workplace which are at different sites; and/or

between Colleges, Campuses, Institutes or other workplaces and any annexes of a College, Campus, Institute or other workplace which are at different sites,

and where the Teacher is not granted by mutual arrangement between the Teacher and TAFE time off the teaching duties equal to and in lieu of the actual time spent in excess travelling, the Teacher shall be paid for excess time occupied in travelling, in accordance with this Schedule but subject to the following conditions:

- 3.1.1 There shall be deducted from the Teacher's travelling time on any one day the time normally taken for the periodic journey from home to headquarters and return.
- 3.1.2 Periods of less than fifteen minutes on any one day shall be disregarded.
- 3.1.3 Travelling time shall not include any period of travel between:
  - (i) 11.00pm on any one day and 7.30am on the following day when the Teacher has travelled overnight and accommodation has been provided for the Teacher; or
  - (ii) 11.00pm on any one day and 6.00am on the following day for a Teacher who is required to perform teaching duties between 6.00am and 7.30am as part of their teaching program when the Teacher has travelled overnight and accommodation has been provided for the Teacher.
- 3.1.4 Travelling time shall be calculated by reference to the time that might reasonably have been taken by the use of the most practical and economic means of transport.
- 3.1.5 No time spent in performing duties shall be counted as travelling time.

3.2 Payment for excess travelling time shall be at the Teacher's ordinary rate of pay on an hourly basis, calculated as follows:

3.2.1 For full time Teachers:

$$\text{Annual salary} \times \frac{5}{260.8929} \times \frac{1}{30}$$

3.2.2 For Part time Casual Teachers:

Duties Other Than Teaching (DOTT) rate

3.3 Payment for Excess Travel -

3.3.1 All travelling costs reasonably incurred because of excess travel for the use of a private motor vehicle shall be paid on the basis of cents per kilometre at two rates as set out in clause 8 of this schedule for:

- (i) up to 8,000 km per annum;
- (ii) over 8,000 km per annum.

3.3.2 For the purposes of payment under this subclause, excess travel on any day where the Teacher is required during the day to travel from one College, Campus or other workplace to another, shall be determined in accordance with the provisions of subclauses 3.3.1 to 3.3.8 inclusive.

- 3.3.3 On days when a Teacher is required to travel on official business and travels to and from home, whether or not the Teacher visits headquarters, a deduction shall be made from the total distance travelled from home to home as follows:

Distance Home to Headquarters (One Way) Km	Deduction Km
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11-29	10
30 or more	10 plus 2 km for each km above 29 km from home to headquarters.

- 3.3.4 Provided that when the above deduction in subclause 0 has been effected, the Teacher shall add to the number of kilometres claimed the kilometres shown in the following schedule:

Home to Headquarters (One Way) Kilometres	Add Kilometres
29-35	1
36-40	2
41-45	3
46-50	4
51-55	5
56-60	6
61-65	7
66 and over	8

- 3.3.5 This daily deduction discounts the normal one way distance travelled from home to headquarters for which Teachers shall not be paid.

- 3.3.6 Where a Teacher is on duty at their headquarters on a particular day and the Teacher elects to travel to the headquarters in their private motor vehicle, no payment shall be made for such travel.

- (i) If, on such a day, the Teacher is directed to travel from their headquarters in an emergency situation, the Teacher may be granted approval to use their own motor vehicle and claim the normal kilometre rate for the distance from headquarters to the emergency centre and return.
- (ii) Where a Teacher has approval to use their private motor vehicle on official business and is directed to have the vehicle at headquarters on each day, or particular days, in order to have available a ready means of transport,

payment shall be made for the distance from home to headquarters and return for each day of duty the car is required to be available (on official business), less the daily deduction.

- 3.3.7 A claim for travel allowance cannot be made where the headquarters and another centre visited are on the same or adjacent sites where less than fifteen minutes travel between the sites is required.
- 3.3.8 The daily deduction is not applied where a Teacher is required to use their private motor vehicle from their home after working hours on official business or when the Teacher is required to stay away from home overnight on official business.

#### **4. Waiting Time**

4.1 Where a Teacher qualifies for payment in accordance with this Schedule for excess time occupied in travelling and necessary waiting time occurs, such waiting time shall be treated as travelling time subject to the following conditions:

- 4.1.1 Where there is no overnight stay with accommodation at a centre away from home or headquarters one hour shall be deducted from the necessary waiting time between the time of arrival at the centre and the commencement of duty and one hour shall be deducted from the necessary waiting time between the time of ceasing duty and the time of departure for home or headquarters or another centre.
- 4.1.2 Where overnight accommodation is provided at a centre any time from the completion of arrival at the centre until departure for home or headquarters or another centre shall not count as travelling time except that:
- (i) where duty is performed on the day of such departure any necessary waiting time (less one hour) from completion of such duty until departure shall be counted;
  - (ii) where no duty is performed on the day of such departure necessary waiting time (less one hour) after 9.00am until such departure shall be counted,

and provided further that where accommodation as mentioned in subclause 3.1.3 above is provided waiting time after 11.00pm shall not be counted.

## 5. Official Business Rate

- 5.1 The official business rate is payable where the use of a Teacher's private motor vehicle on official business is authorised and the Teacher is required to travel on official business using their motor vehicle on a regular basis of at least once per week throughout the TAFE Year or travel a minimum of 400 kilometres during the TAFE Year, except where:
- 5.1.1 an official vehicle is available;
  - 5.1.2 for all or specific days of travel, public transport is obviously available, suitable, and does not result in a loss of the Teacher's professional time and/or restriction in the performance of the Teacher's duties and professional responsibilities.
- 5.2 Where a Teacher commences duty other than at the start of the TAFE Year the minimum period of 400 kilometres to be travelled, as provided by subclause 5.1 above, shall be adjusted proportionately.
- 5.3 The rate paid is that specified at clause 8 of this schedule.

## 6. Casual Rate

- 6.1 The casual rate is payable to Teachers who are authorised to use their private motor vehicle to travel on official business intermittently as opposed to regular use (as provided by clause 5 of this Schedule) for which the official business rate is paid, except where:
- 6.1.1 an official vehicle is available;
  - 6.1.2 for all or specific days of travel, public transport is obviously available, suitable, and does not result in a loss of the Teacher's professional time and/or restriction in the performance of the Teacher's duties and professional responsibilities.
- 6.2 Circumstances where Teachers, who are not authorised for reimbursement of travel expenses at the official business rate, may be given approval to use their private vehicle on official business at the casual rate include travel to attend staff development courses, and selection committee interviews.
- 6.3 The rate paid is that specified in clause 8 of this Schedule.

## 7. Daily Deduction

- 7.1 On days when a Teacher is required to travel on official business and travels to and from home, whether or not the Teacher visits headquarters, a deduction shall be made from the total distance travelled from home to home as follows:

Distance Home to Headquarters (One Way) Kilometres	Deduction Kilometres
1	1
2	2
3	3
4	4
5	5
6	6
7	7

Distance Home to Headquarters (One Way)	Deduction
8	8
9	9
10	10
11-29	10
30 or more	10 plus 2 km for each km above 29 km from home to headquarters.

- 7.2 Provided that when the above deduction in subclause 7.1 has been effected, the Teacher shall add to the number of kilometres claimed the kilometres shown in the following schedule:

Home to Headquarters (One Way)	Add
Kilometres	Kilometres
29-35	1
36-40	2
41-45	3
46-50	4
51-55	5
56-60	6
61-65	7
66 and over	8

- 7.3 This daily deduction discounts the normal one way distance travelled from home to headquarters for which Teachers shall not be paid.
- 7.4 Where a Teacher is on duty at their headquarters on a particular day and the Teacher elects to travel to the headquarters in their private motor vehicle, no payment shall be made for such travel.
- 7.4.1 If, on such a day, the Teacher is directed to travel from their headquarters in an emergency situation, the Teacher may be granted approval to use their own motor vehicle and claim the normal kilometre rate for the distance from headquarters to the emergency centre and return.
- 7.4.2 Where a Teacher has approval to use their private motor vehicle on official business and is directed to have the vehicle at headquarters on each day, or particular days, in order to have available a ready means of transport, payment shall be made for the distance from home to headquarters and return for each day of duty the car is required to be available (on official business), less the daily deduction.
- 7.5 A claim for travel allowance cannot be made where the headquarters and another centre visited are on the same or adjacent sites where less than fifteen minutes, travel between the sites is required.
- 7.6 The daily deduction is not applied where a Teacher is required to use their private motor vehicle from their home after working hours on official business or when the Teacher is required to stay away from home overnight on official business.



**8. Official Business and Casual Rates**

Clause of Schedule which applies	Rate	Cents Per Km	
		0 - 8,000 km per annum	8,001 km or more per annum
5	Official Business Rate	78.0	31.2
6	Casual Rate	31.2	

Provided that these rates shall be adjusted pursuant to the C2022-08-Meal, Travelling and Other Allowances for 2021/2022 and 2022-/2023 or its replacement.

**Schedule 6 - Rates of pay - Part time Casual Teachers, Sessional Teachers, Coordinators, Counsellors  
and Contract Teachers**

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	Rates From the first pay period to commence on or after 1 February 2023  Per hour \$
Increase	2.53%
Teaching Duties	86.83
Co-ordination /Consultancy Duties	81.62
Duties Other Than Teaching (DOTT)	68.56
Part time Casual Counsellors	69.86
Sessional Teachers	61.99
	Contract Teachers Per Unit (\$)
Contract Teaching Duties	24.13

**Schedule 7 - Rates of pay – Education Support Officers and Assessors**

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Classification	Rates  From the first pay period to commence on or after 1 February 2023  Per annum \$
Increase	2.53%
Education Support Officer	76,365
Assessor	82,611

## Schedule 8 – Role Descriptions for Education Support Classifications

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- 1.1 The role description for the Education Support Officer classification established under this Agreement is as follows:
  - 1.1.1 The Education Support Officer role involves a range of activities which directly and indirectly support learning and enhance educational outcomes for students. This includes providing students with support and guidance to assist their understanding and participation in learning activities in a range of locations and modes.
  - 1.1.2 The Education Support Officer will provide students with an opportunity to build skills and competence as advised by a Teacher.
  - 1.1.3 The Education Support Officer will work as part of a delivery team to implement tutoring strategies developed in conjunction with teachers and to support teachers and Head Teachers in meeting regulatory compliance.
  - 1.1.4 The Education Support Officer role is subject to the qualification requirements outlined in clause 33, Qualifications for Appointment of this Agreement.
- 1.2 The role description for the Assessor classification established under this Agreement is as follows:
  - 1.2.1 The Assessor role includes the design, validation and implementation of assessments and moderations suited to a range of modes and locations.
  - 1.2.2 The Assessor does not undertake training or teaching.
  - 1.2.3 The Assessor will support Teachers and Head Teachers in meeting ASQA compliance functions including documentation.
  - 1.2.4 The Assessor role is subject to the qualification requirements outlined in clause 33, Qualifications for Appointment of this Agreement.

## Schedule 9 - Bradfield College

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Clause No.	Subject Matter
1.	Coverage
2.	Date and Period of Operation
3.	Dictionary
4.	Dispute Resolution Procedures
5.	Deduction of Union Membership Fees
6.	No Further Claims
7.	Flexibility Term
8.	Consultation
9.	Bradfield College
10.	Employment Arrangements and Right of Return
11.	Types of Employment
12.	Full time Employees
13.	Part-time Employees
14.	Casual Employees
15.	Payment for Related Duties - Casual Employees
16.	Learning Co-ordinators
17.	Teacher Quality
18.	Training and Professional Development
19.	Qualification and Experience Requirements
20.	Remuneration
21.	Salary packaging
22.	Travelling Time and Travelling Expenses
23.	College Year
24.	Hours of Work
25.	Annual Leave
26.	Extended Leave and Long Service Leave
27.	Sick Leave
28.	Community Service Leave
29.	Family and Community Service Leave
30.	Personal Carers Leave
31.	Adoption, Maternity and Parental Leave
32.	Other Leave
33.	Occupational Health and Safety
34.	Industrial Rights
35.	Lactation Breaks
36.	Leave for Matters Arising from Domestic and Family Violence

### **SCHEDULES**

Schedule A - Bradfield College Annual Salaries

Schedule B - Hourly Rates for Casual Teachers and Co-ordinators – Bradfield College

Schedule C - Bradfield College Team Leader Allowance

Schedule D - Bradfield College Excess Travel and Compensation for Travel on Official Business

## 1. Coverage

- 1.1 This Schedule exclusively covers teaching and related employees employed by the Technical and Further Education Commission at Bradfield College in the classifications under this Schedule.

## 2. Date and Period of Operation

- 2.1 This Schedule shall come into operation on the Commencement Date.
- 2.2 The nominal expiry date of this Schedule is 31 January 2024 .
- 2.3 This Schedule operates to the exclusion of any Modern Award, Enterprise Agreement, Transitional Instrument or unregistered agreement that could otherwise apply.
- 2.4 No term of this Schedule will operate to exclude the National Employment Standards or any provision of the National Employment Standards.
- 2.5 This Schedule must be read in conjunction with TAFE policies, procedures and guidelines, including those referred to in this Schedule. These policies, procedures and guidelines do not form part of this Schedule. In the event of any inconsistency, the Schedule will prevail.

## 3. Dictionary

- 3.1 "**Assistant Director**" means a person appointed to a position designated as such.
- 3.2 "**Casual Employee**" means a teacher, coordinator or Counsellor who does not have a Regular Program and is engaged and paid on an hourly basis.
- 3.3 "**College calendar**" means the schedule for teaching and associated activities supporting the curriculum offerings at Bradfield College.
- 3.4 "**Commencement Date**" means seven days after the date the TAFE Commission of NSW Teachers and Related Employees Agreement 2021 is approved by the Fair Work Commission.
- 3.5 "**College**" or "**Campus**" or "**Region**" means a TAFE establishment or other centre where instruction is provided by TAFE and includes any place where education is delivered or assessed by TAFE NSW.
- 3.6 "**Counsellor**" means an Employee employed to provide counselling services to students.
- 3.7 "**De Facto Partner**" has the same meaning as the definition provided in Part 1-2, Division 2 the Dictionary of the *Fair Work Act 2009*.
- 3.8 "**Department**" means the Department of Education.
- 3.9 "**Director**" means the Director of Bradfield College.
- 3.10 "**Employee**" means a Teacher, Learning Coordinator, Counsellor or Assistant Director who is employed by the Employer at Bradfield College.
- 3.11 "**Employer**" means the Technical and Further Education Commission.

- 3.12 "**Equivalent**" when referring to qualifications means those qualifications deemed by the Employer to be equivalent to specified qualifications.
- 3.13 "**Excess Hours**" means actual teaching hours in excess of a normal teaching load.
- 3.14 "**Full time Employee**" means an Employee who is engaged to work the hours provided by clause 24, Hours of Work.
- 3.15 "**Household**" is defined as one or more persons usually resident in the same private dwelling.
- 3.16 "**Learning Co-ordinator**" means a person appointed to a position responsible for the educational and administrative leadership of specified areas.
- 3.17 "**Managing Director**" means the Managing Director of TAFE NSW.
- 3.18 "**Northern Sydney Campus**" comprises the following Colleges - Bradfield, Crows Nest, Hornsby, Meadowbank, North Sydney, Northern Beaches and Ryde.
- 3.19 "**Operating days**" includes every day of the week except Sunday and public holidays.
- 3.20 "**Part time Employee**" means an Employee who is engaged to work for less than the ordinary working hours of a Full time Employee and who has a Regular Program.
- 3.21 "**Period of engagement**" means the period, up to three years, for which an Employee is temporarily engaged to work at Bradfield College.
- 3.22 "**Regular Program**" means the duties allocated to Full time and Part time Employees including teaching duties and duties incidental to teaching as part of a pre-planned program for the academic year or part thereof.
- 3.23 "**Schedule**" means Schedule 9 – Bradfield College of the TAFE Commission of NSW Teachers and Related Employees Enterprise Agreement 2016.
- 3.24 "**Service**" means continuous service, unless otherwise specified in this Schedule.
- 3.25 "**TAFE**", "**TAFE Commission**" or "**TAFE NSW**" means the Technical and Further Education Commission.
- 3.26 "**Teacher**" means a person who is employed in a full-time, part-time or casual teaching position at Bradfield College to assist the Director in the work of the College.
- 3.27 "**Teaching Service**" means the Teaching Service of New South Wales.
- 3.28 "**Team leader**" means a teacher selected by the Director to co-ordinate a team of Teachers responsible for the educational instruction, student welfare and vocational needs of students.
- 3.29 "**Union**" means the Australian Education Union New South Wales Teachers Federation (NSWTF) Branch.

#### **4. Dispute Resolution Procedures**

- 4.1 The TAFE Commission and its Employees have an interest in the proper application of this Schedule and in minimising and settling disputes about matters in this Schedule in a timely manner.
- 4.2 Where a dispute arises in relation to:
- 4.2.1 a matter under this Schedule; or
  - 4.2.2 the National Employment Standards;
- it will be dealt with in accordance with the procedures set out in this clause.
- 4.3 An Employer or Employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause. The Employer recognises the Union as a representative of an employee who is a member of the Union under these procedures.
- 4.4 In the first instance Employee(s) or their appointed representative(s), must notify the appropriate representative of management of the dispute in writing ('the dispute notification'). An appropriate representative of management may be the relevant line manager or if the employee believes the line manager is not appropriate the Employee may ask the Human Resources Manager to refer the matter to another officer.
- 4.5 The dispute notification must be in writing and include details of the dispute. The dispute notification should also make reference to clause(s) of the Schedule or the National Employment Standard in relation to which the dispute has arisen and indicate the resolution(s) sought. A copy of the dispute notification will be sent to the Human Resources Manager. The Employee(s), Employee representative(s) if one has been appointed, and management representative(s) will meet within five working days, unless otherwise agreed, in an effort to resolve the dispute.
- 4.6 Where after the completion of subclause 4.5 the dispute remains unresolved, the matter may be referred in writing to the next level of management. A meeting must be held within five working days of the dispute being referred in a further effort to resolve the dispute, unless otherwise agreed.
- 4.7 Where a dispute is not resolved following the steps in sub-clauses 4.5 and 4.6, the matter may be referred by either party to the dispute to the Fair Work Commission for resolution by mediation and/or conciliation and, if necessary arbitration.
- 4.8 If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act 2009.
- 4.9 The parties agree to be bound by and implement any decision of the Fair Work Commission subject to either party exercising a right of appeal against the decision of the Fair Work Commission to the Full Bench.
- 4.10 Until the dispute resolution procedures referred to at subclauses 4.1 to 4.9 have been exhausted:
- 4.10.1 work shall continue in the normal manner;
  - 4.10.2 no industrial action shall be taken by a party to the dispute in respect of the matter that is the subject of the dispute;



- 4.10.3 the parties to the dispute shall not take any other action likely to exacerbate the dispute.

## **5. Deduction of Union Membership Fees**

- 5.1 The Union shall provide the Employer with a schedule setting out Union fortnightly membership fees payable by members of the Union in accordance with the Union's rules.
- 5.2 The Union shall advise the Employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Union fortnightly membership fees payable shall be provided to the Employer at least one month in advance of the variation taking effect.
- 5.3 Subject to 5.1 and 5.2 above, the Employer shall deduct fortnightly membership fees from the pay of any Employee who is a member of the Union in accordance with the Union's rules, provided that the Employee has authorised the Employer to make such deductions.
- 5.4 Monies so deducted from Employees' pay shall be forwarded regularly to the Union together with all necessary information to enable the Union to reconcile and credit subscriptions to Employees' Union membership accounts.
- 5.5 Unless other arrangements are agreed to by the Employer and the Union, all Union membership fees shall be deducted on a fortnightly basis.
- 5.6 Where an Employee has already authorised the deduction of Union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the Employee to make a fresh authorisation in order for such deductions to continue.

## **6. No Further Claims**

- 6.1 There shall be no further claims with respect to this Schedule for changes to salaries, rates of pay, allowances, or conditions of employment in relation to matters expressly contained in this Schedule during the nominal term of this Schedule.

## **7. Flexibility**

- 7.1 The Employer and an Employee covered by this Schedule may agree to make an individual flexibility arrangement to vary the effect of terms of this Schedule if:
- 7.1.1 the agreement deals with 1 or more of the following matters:
- (i) arrangements about when work is performed - such arrangements may be made to vary the operation of clause 24 Hours of Work;
  - (ii) Salary Packaging – an employee may elect a salary packaging arrangement in accordance with clause 21 of this Schedule; and
- 7.1.2 the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in 7.1.1; and
- 7.1.3 the arrangement is genuinely agreed to by the Employer and Employee.
- 7.2 The Employer must ensure that the terms of the individual flexibility arrangement:

- (i) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (iii) result in the Employee being better off overall than the Employee would be if no arrangement was made.

7.3 The Employer must ensure that the individual flexibility arrangement:

7.3.1 is in writing; and

7.3.2 includes the name of the Employer and Employee; and

7.3.3 is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and

7.3.4 includes details of:

(i) the terms of the Schedule that will be varied by the arrangement; and

(ii) how the arrangement will vary the effect of the terms; and

(iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

7.3.5 states the day on which the arrangement commences.

7.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

7.5 The Employer or Employee may terminate the individual flexibility arrangement:

7.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or

7.5.2 if the Employer and Employee agree in writing — at any time.

## **8. Consultation**

8.1 This term applies if the Employer:

8.1.1 has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on Employees; or

8.1.2 proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

8.2 For a major change referred to in subclause 8.1.1:

8.2.1 the Employer must notify the relevant Employees and/or their representatives, including the Union, of the decision to introduce the major change; and

8.2.2 subclauses 8.3 to 8.8 apply.

8.3 The relevant Employees may appoint a representative, to accompany and/or represent them for the purposes of the procedures in this term.

8.4 As soon as practicable after making its decision, the Employer must within a reasonable timeframe:

- 8.4.1 discuss with the relevant Employees and/or their representatives, including the Union:
- (i) the introduction of the change; and
  - (ii) the effect the change is likely to have on the Employees; and
  - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- 8.4.2 for the purposes of the discussion - provide, in writing, to the relevant Employees and/or their representatives, including the Union:
- (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) information about the expected effects of the change on the Employees; and
  - (iii) any other matters likely to affect the Employees.
- 8.5 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 8.6 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees and their representatives.
- 8.7 If a term in this Schedule provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in subclauses 8.2, 8.3 and 8.5 are taken not to apply.
- 8.8 In this term, a major change is likely to have a significant effect on Employees if it results in:
- 8.8.1 the termination of the employment of Employees; or
  - 8.8.2 major change to the composition, operation or size of the Employer's capability
  - 8.8.3 or to the skills required of Employees; or
  - 8.8.4 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
  - 8.8.5 the alteration of hours of work; or
  - 8.8.6 the need to retrain Employees; or
  - 8.8.7 the need to relocate Employees to another workplace; or
  - 8.8.8 the restructuring of jobs.
- 8.9 For a change referred to in subclause 8.1.2:
- 8.9.1 the Employer must notify the relevant Employees and/or their representatives, including the Union, of the proposed change; and
  - 8.9.2 subclauses 8.10 to 8.13 apply.
- 8.10 The relevant Employees may appoint a representative, to accompany and/or represent them for the purposes of the procedures in this subclause.
- 8.11 As soon as practicable after proposing to introduce the change, the Employer must:

- 8.11.1 discuss with the relevant Employees and/or their representatives, including the Union, the introduction of the change; and
- 8.11.2 for the purposes of the discussion-provide to the relevant Employees and/or their representatives, including the Union, :
  - (i) all relevant information about the change, including the nature of the change; and
  - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
  - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
- 8.11.3 invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 8.12 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 8.13 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees and/or their representatives, including the Union.
- 8.14 In this clause, relevant Employees means the Employees who may be affected by a change referred to in 8.1.

## **9. Bradfield College**

Bradfield College is a unique public educational institution. The salary, leave and working conditions of Employees at the College have been established to meet the current needs of the College and its Teachers.

## **10. Employment Arrangements and Right of Return**

- 10.1 Employees at Bradfield College can be employed on a permanent, temporary or casual basis.
- 10.2 An Employee who was a a permanent employee with the Department or TAFE NSW prior to accepting a temporary engagement at the College shall be eligible to return to an equivalent position with the Department or TAFE NSW as appropriate.
- 10.3 Nothing in this Schedule shall operate to remove the right of the Managing Director to transfer an Employee of TAFE to another location.

## **11. Types of Employment**

- 11.1 Employees will be engaged as either:
  - 11.1.1 Full time Employees
  - 11.1.2 Part time Employees
  - 11.1.3 Casual Employees

## **12. Full Time Employees**

A Full time Employee is engaged to work the hours provided in clause 24, Hours of Work and is paid at the appropriate rate in Schedule A of this Schedule.

### **13. Part-Time Employees**

Part time Employees shall be entitled to all conditions of a Full time Employee on a pro rata basis.

### **14. Casual Employees**

- 14.1 Casual Employees will be paid in accordance with this clause. It is the intention of the parties that no casual Teacher shall be engaged at Bradfield College to deliver the equivalent of a full time teaching program for 12 or more weeks in a semester except where a Part time or Full time Employee is not able to be employed following recruitment action.
- 14.2 Except as expressly provided for elsewhere in this Schedule, payment and working conditions of Casual Employees will be based on the provisions for part time casual employees contained in the TAFE Commission of NSW Teachers and Related Employees Enterprise Agreement 2016 as varied from time to time, provided that payment will be made for approved hours of attendance. Relevant rates are extracted and contained in Schedule B of this Schedule.

### **15. Payment for Related Duties – Casual Teachers**

- 15.1 Casual Teachers teaching a total of 10 or more hours in a week at Bradfield College or elsewhere in TAFE shall be entitled to payment for related duties, provided that they attend to perform the related duties. Such related duties shall be paid at the teaching duties rate according to the following table:

Teaching Duties Hours	Related Duties Hours
19 hours or more per week	6 hours 20 minutes
18 hours	6 hours
17 hours	5 hours 40 minutes
16 hours	5 hours 20 minutes
15 hours	5 hours
12 to less than 15 hours	3 hours
10 to less than 12 hours	1 hour

- 15.2 Payment for related duties paid to casual Teachers teaching 10 hours or more a week are for duties associated with the casual Teacher's teaching section as well as for duties related to the casual Teacher's direct teaching activities.
- 15.3 Duties associated with the casual Teacher's teaching section as well as duties related to the casual Teacher's direct teaching activities shall include:
- 15.3.1 attendance in the classroom before the commencement and after the completion of class
  - 15.3.2 setting and marking of class tests
  - 15.3.3 assessing and marking students' practical work
  - 15.3.4 preparing special lectures and lecture demonstrations
  - 15.3.5 completing records and returns
  - 15.3.6 setting and marking assignments
  - 15.3.7 initial recording of results
  - 15.3.8 familiarisation with the syllabus
  - 15.3.9 organisation of lesson plan

- 15.3.10 preparation of lesson notes, and teaching aids
  - 15.3.11 making copies of notes
  - 15.3.12 preparation for practical work, drawing and practical exercises
- 15.4 The apportionment of the related duties to be undertaken and the required attendance shall be by agreement between the casual Teacher and their supervisor/s and become part of the Teacher's Approved Program. Where practical, attendance is to be arranged so that the Teacher can attend staff meetings, professional development and other related duties on the day/s the Teacher is programmed to teach. Split shifts are not to be included as part of a casual Teacher's Approved Program unless requested by the casual Teacher.
- 15.5 Where the Director of Bradfield College or their representative, requests a casual Teacher to attend the College to undertake or participate in:
- 15.5.1 a staff meeting and/or a learning area meeting
  - 15.5.2 Bradfield College developments days and Bradfield College other professional development activities
  - 15.5.3 Bradfield College January development day/s
  - 15.5.4 Bradfield College information evening and projects
  - 15.5.5 parent/teacher meetings
  - 15.5.6 exam supervision and marking
  - 15.5.7 report writing
- at a time when the casual Teacher is not scheduled to teach or perform related duties, the casual Teacher who agrees to attend to undertake these activities will be paid at the Duties Other Than Teaching (DOTT) rate, as prescribed in Schedule B, for the duration of the additional hours of agreed attendance. Casual Teachers will continue to be paid at the Part time Casual Teaching duties rate for their scheduled teaching and related duties hours.

## **16. Learning Co-ordinators**

- 16.1 Learning Co-ordinators are responsible for the educational and administrative leadership of specified areas within the College. Where appointed, and as a minimum, Learning Co-ordinators shall be:
- 16.1.1 required to supervise a major discipline area within the College; or
  - 16.1.2 responsible for curriculum development and student support directly linked to classroom practice across the College.
- 16.2 Recognising that the establishment and deletion of Learning Coordinator positions is at the discretion of the Director, an annual review of Learning Coordinator positions will include an assessment of:
- 16.2.1 current and future curriculum needs
  - 16.2.2 supervisory responsibilities
  - 16.2.3 the duration of the position

## **17. Teacher Quality**

- 17.1 To provide feedback on a Teacher's performance, the Director or their nominee shall ensure that the Teacher's performance is appraised by annual review. This appraisal will be implemented as follows:
- 17.1.1 The Director, or their nominee, shall be responsible for annually reviewing the performance and development of Teachers undertaking their work.
  - 17.1.2 The TAFE Teachers and Related Employees Annual Review Policy (TAFE Gazette No. 32, 10 October 2001) shall apply to all teachers, except casual teachers.
  - 17.1.3 The annual review for Teachers shall be reported by way of the Teacher assessment review form.
  - 17.1.4 The parties agree to negotiate on variations, if any, to the policies and procedures in place at the commencement date of the Schedule relevant to annual review of teacher performance.

## **18. Training and Professional Development**

- 18.1 The TAFE Commission confirms a commitment to training and development for Bradfield College Employees. The Employees recognise their obligation to maintain and update skills.
- 18.2 The Director shall, following consultation with the Employees, develop a training plan for the College which will take into account the individual training needs of Teachers as identified by the annual review as provided for by subclause 17.1.2. The training plan will be reviewed annually by the Director in consultation with the Employees.
- 18.3 Three days each year, during the standard term time for public schools and TAFE NSW, shall be scheduled by the Director for the purpose of meeting system needs and those peculiar to the College.
- 18.4 The professional development scheme developed and implemented at Bradfield College will continue to operate. Individual performance shall be reviewed in accordance with that scheme on an annual basis. Individual training needs will be assessed and discussed in accordance with that scheme.

## **19. Qualification and Experience Requirements**

- 19.1 All Teachers will be required to hold a recognised teaching qualification that fulfils the same requirements with respect to academic qualifications as apply to Teachers teaching the same Key Learning Areas or disciplines within the Department or TAFE as appropriate.
- 19.2 All Teachers teaching the same disciplines as taught in TAFE will be required to fulfil the same requirements as apply to Teachers teaching the same disciplines in TAFE.
- 19.3 All teachers teaching the same Key Learning Area(s) as those taught in the Department may be required to have a minimum of two years full time Equivalent teaching experience in the Key Learning Area(s) that they will be required to teach at the College.

## 20. Remuneration

20.1 On approval of the TAFE Commission of NSW Teachers and Related Employees Enterprise Agreement 2023 salaries, rates of pay and allowances in this Schedule shall be paid in accordance with Schedules A, B and C.

20.2 A Teacher appointed as Team leader shall be paid an allowance as set out in Schedule C – Bradfield College Team Leader Allowance.

20.3 Determination of Starting Salary -

For the purposes of this clause, 'experience' shall mean:

any periods as a teacher in the Key Learning Area(s) or disciplines which the Employee will be required to teach at Bradfield College in addition to the minimum specified in clauses 19.2 and 19.3;

20.3.1 All Teachers appointed to Bradfield College shall commence at the rate prescribed for Level A in Schedule A of this Schedule unless they possess additional experience that justifies appointment at a higher level.

20.3.2 The determination of starting salary shall be made by the Director having regard to the provisions of clauses 20.3.3 and 20.3.4 of this Schedule.

20.3.3 A Teacher who was employed in the Teaching Service or TAFE Commission Division prior to engagement at Bradfield College shall commence on a Level that is not less than the salary the teacher was receiving based on the Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Award 2022 or based on Schedule 1 of this Agreement.

20.3.4 In relation to the appointment of Teachers to levels, the following shall apply:

Level A: Applicants with minimum qualifications and minimum experience.

Level B: Applicants with minimum qualifications and no less than 1 year of experience above the minimum requirement.

Level C: Applicants with minimum qualifications and no less than 2 years of experience above the minimum requirement.

Level D: Applicants with minimum qualifications and no less than 3 years of experience above the minimum requirement.

Level E: Applicants with minimum qualifications and no less than 4 years of experience above the minimum requirement.

Level F: Applicants with minimum qualifications and no less than 5 years of experience above the minimum requirement,

provided that, in exceptional circumstances, salary levels higher than the above can be approved by the Director, Northern Sydney Campus.

20.4 Movement between Salary Levels -



- 20.4.1 A Teacher at Bradfield College shall be entitled to progress or be maintained on the Teacher salary scale or the salary level for a Learning Co-ordinator or Assistant Director position after each 12 months of service subject to the Teacher demonstrating by means of annual review, continuing efficiency in teaching practice, satisfactory performance and professional growth. These shall be determined as provided for in clause 17, Teacher Quality of this Schedule.
- 20.4.2 Periods of full-time leave without pay greater than five days shall not be counted as service for the purposes of this clause.
- 20.5 Arrangements for Employees to act in higher positions and to receive higher duties allowances shall be in accordance with provisions applicable to school teaching staff in the Teaching Service.

## **21. Salary Packaging**

For the purposes of this clause "salary" means the salary or rates of pay prescribed for the Employee's classification by Schedules A, B and C of this Schedule and any allowances paid to an Employee which form part of the Employee's salary for superannuation purposes.

- 21.1 An Employee may, by agreement with the Employer, enter into a salary packaging arrangement including salary sacrifice to superannuation, where they may convert up to 100% of their salary to other benefits.
- Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include, but are not limited to, compulsory superannuation payments, HECS payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.
- 21.2 The terms and conditions of the salary packaging arrangement, including the duration as agreed between the Employee and Employer, will be provided in a separate written agreement, in accordance with the salary packaging scheme for Teachers and Related Employees. Such agreement must be made prior to the period of service to which the earnings relate.
- 21.3 Salary packaging must be cost neutral for the Employer. Employees must reimburse the Employer in full for the amount of:
- 21.3.1 any fringe benefits tax liability arising from a salary packaging arrangement and;
  - 21.3.2 any administrative fees.
- 21.4 Where an Employee makes an election to salary package the following payments made by the Employer in relation to an Employee shall be calculated by reference to the annual salary which the Employee would have been entitled to receive but for the salary packaging arrangement:
- 21.4.1 Superannuation Guarantee Contributions;
  - 21.4.2 any salary-related payment including but not limited to allowances and workers compensation payments; and
  - 21.4.3 payments made in relation to accrued leave paid on termination of the Employee's employment or on the death of the Employee.

## **22. Travelling Time and Travelling Expenses**

Where an Employee is required and authorised to travel on College business in the performance of their duties, compensation for travel shall be determined in accordance with the provisions of

Schedule D, Bradfield College Excess Travel and Compensation for Travel on Official Business of this Schedule.

### **23. College Year**

- 23.1 Bradfield College will operate for a period of 50 weeks in a calendar year, during which the College may be open and utilised to conduct educational programs, and have a two-week close-down period surrounding Christmas and the New Year. The dates of the close-down period will be determined annually by the Director.
- 23.2 Employees covered by this section of this Schedule shall not be required to be in attendance during the close-down period.

### **24. Hours of Work**

- 24.1 A flexible and adaptive approach will be adopted in relation to working hours and working arrangements for Bradfield College. These arrangements are based on the averaging of weekly teaching hours for full time:
- |                        |  |
|------------------------|--|
| Teachers               | - 20 hours;                                |
| Team leaders           | - 20 hours;                                |
| Learning Co-ordinators | - 14 hours;                                |
| Assistant Directors    | - a minimum of 4 and a maximum of 8 hours, |
- over a period of up to 12 weeks. By agreement with the Director, Employees may also enter into an arrangement whereby a program, including Excess Teaching Hours, may be worked and accumulated in accordance with the provisions of subclause 24.6.
- 24.2 An Employee's program of teaching shall be agreed prior to the commencement of each term between the Employee and the Director and recorded by the Teacher in the Teacher Program Diary (TPD), or other system(s) as may be required for payroll purposes.
- 24.3 The daily span of working hours in the College for Employees under this section of the Schedule is between 7.30 a.m. and 10.00 p.m. on Monday to Friday inclusive and from 7.30 a.m. to 6.00 p.m. on Saturday, provided that an Employee cannot be required to work in excess of eight hours on any one day without the agreement of that Employee.
- 24.4 Employees may be required to work on any five days from Monday to Saturday inclusive as part of their normal program, provided that by agreement of the Director, weekly attendance requirements may be met in four days per week. Should an Employee be required to work on a Saturday, the Director may, if requested, provide in the Employee's program for two consecutive duty free days a week.
- 24.5 Full time Employees shall attend for work 420 hours over a 12-week work cycle of 72 Operating days, provided that:
- 24.5.1 no Employee will be required to be in attendance for more than 60 Operating days;
- 24.5.2 an Employee may, with the agreement of the Director, attend at the College for less than 420 hours in a 12-week cycle but, in any case, shall attend at the College for no less than 360 hours over a 12-week cycle;

- 24.5.3 no Teacher (including any Teacher designated as a Team leader) shall be required to teach more than 24 hours in any one week;
  - 24.5.4 no Learning Co-ordinator shall be required to teach more than 18 hours each week;
  - 24.5.5 no Assistant Director shall be required to teach more than 8 hours each week.
- 24.6 By agreement between the Employee and the Director prior to the commencement of the term, a program may be entered into which includes teaching hours in excess of a normal load. Such hours may be accumulated to a maximum of 35 hours and then taken as time in lieu, provided that:
- 24.6.1 All time in lieu shall be taken on an hour-for-hour basis during a non-teaching session.
  - 24.6.2 Where an Employee is unable to take the time in lieu before the end of the 12 week accumulation period or the end of the vacation period immediately following the term during which the hours were accumulated (whichever is the sooner), then such teaching hours as are accumulated shall be paid for at the casual teaching rate as set out in Schedule B - Hourly Rates for Casual Teachers, Co-ordinators and Counsellors - Bradfield College of this Schedule.
  - 24.6.3 Where, with the agreement of the Director, incidental time associated with programmed Excess Teaching Hours has been worked at the College and recorded by the teacher in the Teacher Program Diary (TPD), it may be counted towards time in lieu arrangements.
  - 24.6.4 No Employee shall be required to work beyond the limitations set out in subclause 24.5.
- 24.7 Emergency Excess Teaching Hours occur when there is an unplanned absence of a teacher and another teacher agrees to take a class with less than 24 hours notice. In such circumstances, emergency Excess Teaching Hours shall be paid for at the casual teaching rate as set out in Schedule B - Hourly Rates for Casual Teachers, Co-ordinators and Counsellors.
- 24.8 Where Employees, other than Casual Employees, are requested to work on approved Bradfield College activities which require their attendance on Sundays or public holidays, they shall be eligible for compensatory leave.
- An Employee shall not unreasonably refuse to work at this time.
- Compensatory leave will be granted on the basis of one day for each public holiday or Sunday the Employee is directed to be in attendance at the activity.
- Compensatory leave is to be taken as time in lieu within a reasonable time after the activity and at a time negotiated with the Director, and may be taken in conjunction with annual leave to credit.
- 24.9 Employees may not be directed to undertake teaching duties for more than 14 consecutive weeks without taking a break of at least one week, or may not elect to undertake such duties for more than 18 consecutive weeks without taking a break of at least one week from teaching duties. During the break Employees may, for example:
- 24.9.1 take annual leave or other leave to credit;

- 24.9.2 undertake professional development;
- 24.9.3 undertake duties incidental to teaching;
- 24.9.4 undertake administrative duties; or
- 24.9.5 undertake other duties as assigned by the Director.

24.10 The Director (in consultation with the Employees) may vary the combination of working hours to suit the needs of Bradfield College or the Employees.

## **25. Annual Leave**

25.1 Employees, other than Casual Employees, of the College shall be entitled to annual leave as follows:

- 25.1.1 four weeks annual leave per annum.
- 25.1.2 Annual leave will be taken at a time and for a period agreed between the Employee and the Director.

## **26. Extended Leave and Long Service Leave**

26.1 Permanent and Temporary employees shall retain their extended leave to credit as at the date of their engagement at Bradfield College.

26.2 Extended leave or long service leave shall be granted in accordance with the following:

- 26.2.1 for Permanent and Temporary employees, Section 22 of the *TAFE Commission Act 1990*.
- 26.2.2 for Casual Employees the *Long Service Leave Act 1955*.

\* Nothing in this Schedule detracts from substantive school teachers' entitlements to extended leave under the *Teaching Service Act 1980* and Determination 6 of 2006.

## **27. Sick Leave**

27.1 Employees, other than Casual Employees, are entitled to sick leave at the rate of 15 working days paid sick leave per year of service. The full annual entitlement is available from 1 January each year. The unused component of the annual entitlement is fully cumulative.

27.2 A Permanent or Temporary employee who had an entitlement to cumulative sick leave on appointment to Bradfield College shall retain such entitlement for use when required.

27.3 Where the sick leave balance to be transferred is expressed in hours (for example if accrued in prior employment as a Casual Employee) the balance must be converted to days using the formula:

$$\frac{\text{Sick leave balance to be transferred in hours}}{7}$$

## **28. Community Service Leave**

28.1 The Director may grant paid Community Service Leave to an Employee, other than a Casual Employee, in accordance with the TAFE Policy - Special Leave, for periods when an Employee is:

- 28.1.1 performing jury service; or
- 28.1.2 acting as an Emergency Volunteer

### **29. Family and Community Service Leave**

- 29.1 The Director may grant paid family and community service (FACS) leave to an Employee, other than a Casual Employee, for reasons related to:
  - 29.1.1 family responsibilities of the Employee; or
  - 29.1.2 the performance of community service by the Employee; or
  - 29.1.3 personal emergencies
- 29.2 Quantum - The amount of family and community service leave available to an Employee shall be:
  - 29.2.1 during the first 12 months of service - three working days;
  - 29.2.2 after completion of 12 months service - six working days in any two year period; and
  - 29.2.3 after completion of two years service - nine working days in any three year period.
- 29.3 Where family and community service leave has been exhausted, additional such leave of up to two days per occasion may be granted in circumstances when a family member (as defined in subclause 30.2) contracts, develops, or sustains an illness or injury that poses a serious threat to his or her life, or dies.
- 29.4 A Permanent or Temporary employee who is engaged at Bradfield College shall have their previous service with the Department or TAFE recognised for the purpose of calculating the family and community service leave entitlement pursuant to subclause 29.1.2.
- 29.5 FACS leave is provided in addition to the entitlement to Personal/Carers Leave under this Schedule and the TAFE Policy - Special Leave which provides for paid leave for Jury service and for emergency service volunteers subject to the conditions outlined in the policy.

### **30. Personal Carer's Leave**

- 30.1 An Employee may use available sick leave from the current year, plus any accumulated sick leave to provide care or support for persons set out in clause 30.2 below who require care and support because of an illness, injury or unexpected emergency affecting the person. Such illness, injury or unexpected emergency shall be supported, if required, by a medical certificate or a statutory declaration that the illness, injury or unexpected emergency is such as to require the care or support of another person for a specific period. The choice of medical certificate or statutory declaration is the Employee's. Neither the medical certificate nor statutory declaration is required to reveal the exact nature of an illness or injury. Wherever practicable, prior notice of the intention to take leave should be given by the Employee.
- 30.2 The entitlement to use sick leave in accordance with this subclause is subject to the person concerned being:
  - 30.2.1 a spouse of the Employee; or
  - 30.2.2 a De Facto Partner of the Employee; or

30.2.3 a child or an adult (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the Employee or spouse or de facto partner of the Employee; or

30.2.4 a member of the Employee's household.

An Employee shall, wherever practicable, give the Director notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify the College Director of such absence as soon as practicable after the leave starts.

30.3 Use of Other Leave - To care for an ill or injured family member, an employee may also take unpaid leave if paid personal/carer's leave has been exhausted, with the consent of the Director.

30.4 Use of Time in Lieu - To care for an ill or injured family member, an Employee may also, with the supervisor's consent, take time off in lieu as agreed on an hour-for-hour basis.

30.5 Use of Make-up Time - To care for an ill family member, an Employee may, with the supervisor's consent, elect to work "make-up time". This means the Employee takes time off during ordinary hours and works those hours at a later time during the spread of ordinary hours, at the ordinary rate of pay.

### **31. Adoption, Maternity and Parental Leave**

Employees shall be entitled to adoption, maternity and parental leave in accordance with the TAFE NSW Adoption, Maternity and Parental Leave Procedures.

### **32. Other Leave**

Employees, other than Casual Employees, shall be entitled to the following forms of leave in accordance with the policies published in the TAFE Commission Gazette:

<b>Leave Type</b>	<b>TAFE Commission Gazette</b>
Trade union activities	No. 4 of 1993
Special leave*	No. 4 of 1993
Military leave	No.10 of 2004
Study leave	Nos. 31 and 36 of 1991, No. 49 of 1992

\* Under the Special Leave policy casual teachers may, in some circumstances, be entitled to special leave.

### **33. Occupational Health and Safety**

33.1 The parties acknowledge their obligations to create, maintain and promote a safe working environment in accordance with their obligations under the *Work Health and Safety Act 2011* and other relevant occupational health and safety legislation.

33.2 Management of the College have an obligation to ensure that appropriate prevention and management systems are in place to effectively manage health and safety issues, including the provision of protective clothing and equipment, risk assessment, risk management and the provision of relevant training.

- 33.3 All Employees are required to co-operate with management in the maintenance of a safe and healthy work environment. Where Employees have undertaken relevant training, they shall apply their training in the workplace.

#### **34. Industrial Rights**

- 34.1 An accredited Union representative at the College shall, upon notification thereof to the Director, be recognised as an accredited Union representative.
- 34.2 An accredited Union representative shall be allowed the necessary time during working hours to interview the employer or his/her representative on matters affecting Employees.
- 34.3 An accredited Union representative shall be allowed a reasonable period of time during working hours to interview a duly accredited Union official.

#### **35. Lactation Breaks**

- 35.1 This clause applies to Employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this Schedule.
- 35.2 A full time Employee or a part time Employee working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- 35.3 A part time Employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- 35.4 A flexible approach to lactation breaks can be taken by mutual agreement between an Employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the Employee.
- 35.5 The Employer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 35.6 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and Employee will take place to attempt to identify reasonable alternative arrangements for the Employee's lactation needs.
- 35.7 Employees experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- 35.8 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with clause 27, Sick Leave of this Schedule.

### **36. Leave for Matters Arising from Domestic and Family Violence**

- 36.1 The definition of domestic violence for the purpose of this clause is as defined in the *Fair Work Act 2009*.
- 36.2 Employees are entitled to access 20 days of paid domestic and family violence leave per calendar year. This leave may be accessed without the need to exhaust other leave entitlements first.
- 36.3 Domestic and family violence leave is able to taken in part-days, single days, or consecutive days.
- 36.4 Domestic and family violence leave under this clause is non-cumulative and does not accrue year to year.
- 36.5 The Employer will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the police force, a court, a doctor, a domestic violence support service or lawyer. Approving managers should use their discretion when assessing whether evidence, or what type of evidence, is required to satisfy them that domestic and family violence has occurred and should only require evidence in exceptional circumstances.
- 36.6 Personal information concerning domestic violence will be kept confidential by the Employer. Any documentation sighted by the Employer will be returned to the Employee, unless the Employee requests otherwise.
- 36.7 The Employer and Employee should discuss how to address the Employee's safety and support needs at work. The Employer and Employee may, if necessary, develop a plan to eliminate or minimise risks in the workplace related to family and domestic violence. Where appropriate TAFE NSW will facilitate flexible working arrangements, subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.
- 36.8 Entitlements provided for in Clauses 27, Sick Leave and 29, Family and Community Service Leave, of this Agreement may also be used by an Employee:
- 36.8.1 experiencing domestic and family violence; or
  - 36.8.2 providing care and support to a member of their family or household experiencing domestic and family violence



**Schedule A - Bradfield College Annual Salaries**

Classification	Rates From the first pay period to commence on or after 1 February 2023  Per annum \$
Increase	2.53%
Teacher Level A	82,744
Teacher Level B	88,639
Teacher Level C	94,048
Teacher Level D	97,735
Teacher Level E	105,107
Teacher Level F	116,389
Learning Coordinator	130,973
Assistant Director	144,071

**Schedule B - Bradfield College Hourly Rates for Casual Teachers, Co-ordinators and Counsellors**

	Rates From the first pay period to commence on or after 1 February 2023  Per hour \$
	2.53%
Teaching Duties	86.83
Co-ordination/ Consultancy Duties	81.62
Counsellors	69.86
Duties Other Than Teaching (DOTT)	68.56

## Schedule C - Bradfield College Team Leader Allowance

	Rates From the first pay period to commence on or after 1 February 2023  Per annum \$
Increase	2.53%
Team Leader Allowance per annum	5,173

## Schedule D – Bradfield College Excess Travel and Compensation for Travel on Official Business

### 1. Definitions

1.1 For the purpose of this Schedule:

1.1.1 "Excess Travel" means, for the purpose of subclause 3.3, those distances:

- (i) when travelling from home to work and vice versa, that distance in excess of the distance between the Teacher's home and headquarters;
- (ii) on any day where the Teacher is required during the day to travel from one College, Campus or other workplace to another.

1.1.2 "Headquarters" means Bradfield College.

1.1.3 "Teacher" means all persons employed in a Full time, Part time or Casual teaching position at Bradfield College to assist the Director in the work of the College.

1.1.4 "Teaching Program" means the Teacher's Approved Program. This includes direct teaching and other duties as well as approved releases (eg for prescribed course of Teacher education) and would normally be the program as approved by the Teacher's supervisor

### 2. Introduction

2.1 Except where authorised, Teachers are responsible for meeting costs incurred in travel between their residence and usual place of work.

2.2 Teachers may be authorised to use their private vehicle for travel on official business in the performance of their normal duties where other modes of travel are unsuitable or unavailable.

2.3 The use of a Teacher's private motor vehicle on official business is not mandatory.



3.3 Payment for Excess Travel -

3.3.1 All travelling costs reasonably incurred because of excess travel for the use of a private motor vehicle shall be paid on the basis of cents per kilometre at two rates as set out in clause 8 of this schedule for:

- (i) up to 8,000 km per annum;
- (ii) over 8,000 km per annum.

3.3.2 For the purposes of payment under this subclause, excess travel on any day where the Teacher is required during the day to travel from one College, Campus or other workplace to another, shall be determined in accordance with the provisions of subclauses 3.3.1 to 3.3.8 inclusive.

3.3.3 On days when a Teacher is required to travel on official business and travels to and from home, whether or not the Teacher visits headquarters, a deduction shall be made from the total distance travelled from home to home as follows:

Distance Home to Headquarters (One Way) Km	Deduction Km
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11-29	10
30 or more	10 plus 2 km for each km above 29 km from home to headquarters.

3.3.4 Provided that when the above deduction in subclause 3.3.3 has been effected, the Teacher shall add to the number of kilometres claimed the kilometres shown in the following schedule:

Home to Headquarters (One Way) Kilometres	Add Kilometres
29-35	1
36-40	2
41-45	3
46-50	4
51-55	5
56-60	6
61-65	7
66 and over	8

3.3.5 This daily deduction discounts the normal one way distance travelled from home to headquarters for which Teachers shall not be paid.

- 3.3.6 Where a Teacher is on duty at their headquarters on a particular day and the Teacher elects to travel to the headquarters in their private motor vehicle, no payment shall be made for such travel.
- (i) If, on such a day, the Teacher is directed to travel from their headquarters in an emergency situation, the Teacher may be granted approval to use their own motor vehicle and claim the normal kilometre rate for the distance from headquarters to the emergency centre and return.
  - (ii) Where a Teacher has approval to use their private motor vehicle on official business and is directed to have the vehicle at headquarters on each day, or particular days, in order to have available a ready means of transport, payment shall be made for the distance from home to headquarters and return for each day of duty the car is required to be available (on official business), less the daily deduction.
- 3.3.7 A claim for travel allowance cannot be made where the headquarters and another centre visited are on the same or adjacent sites where less than fifteen minutes travel between the sites is required.
- 3.3.8 The daily deduction is not applied where a Teacher is required to use their private motor vehicle from their home after working hours on official business or when the Teacher is required to stay away from home overnight on official business.

#### **4. Waiting Time**

- 4.1 Where a Teacher qualifies for payment in accordance with this Schedule for excess time occupied in travelling and necessary waiting time occurs, such waiting time shall be treated as travelling time subject to the following conditions:
- 4.1.1 Where there is no overnight stay with accommodation at a centre away from home or headquarters one hour shall be deducted from the necessary waiting time between the time of arrival at the centre and the commencement of duty and one hour shall be deducted from the necessary waiting time between the time of ceasing duty and the time of departure for home or headquarters or another centre.
  - 4.1.2 Where overnight accommodation is provided at a centre any time from the completion of arrival at the centre until departure for home or headquarters or another centre shall not count as travelling time except that:
    - (i) where duty is performed on the day of such departure any necessary waiting time (less one hour) from completion of such duty until departure shall be counted;
    - (ii) where no duty is performed on the day of such departure necessary waiting time (less one hour) after 9.00am until such departure shall be counted,
- and provided further that where accommodation as mentioned in subclause 3.1.3 above is provided waiting time after 11.00pm shall not be counted.

## 5. Official Business Rate

- 5.1 The official business rate is payable where the use of a Teacher's private motor vehicle on official business is authorised and the Teacher is required to travel on official business using their motor vehicle on a regular basis of at least once per week throughout the College year or travel a minimum of 400 kilometres during the College year, except where:
- 5.1.1 an official vehicle is available;
  - 5.1.2 for all or specific days of travel, public transport is obviously available, suitable, and does not result in a loss of the Teacher's professional time and/or restriction in the performance of the Teacher's duties and professional responsibilities.
- 5.2 Where a Teacher commences duty other than at the start of the College year the minimum period of 400 kilometres to be travelled, as provided by subclause 5.1 above, shall be adjusted proportionately.
- 5.3 The rate paid is that specified at clause 8 of this schedule.

## 6. Casual Rate

- 6.1 The casual rate is payable to Teachers who are authorised to use their private motor vehicle to travel on official business intermittently as opposed to regular use (as provided by clause 5 of this Schedule) for which the official business rate is paid, except where:
- 6.1.1 an official vehicle is available;
  - 6.1.2 for all or specific days of travel, public transport is obviously available, suitable, and does not result in a loss of the Teacher's professional time and/or restriction in the performance of the Teacher's duties and professional responsibilities.
- 6.2 Circumstances where Teachers, who are not authorised for reimbursement of travel expenses at the official business rate, may be given approval to use their private vehicle on official business at the casual rate include travel to attend staff development courses, selection committee interviews.
- 6.3 The rate paid is that specified in clause 8 of this Schedule.

## 7. Daily Deduction

- 7.1 On days when a Teacher is required to travel on official business and travels to and from home, whether or not the Teacher visits headquarters, a deduction shall be made from the total distance travelled from home to home as follows:

Distance Home to Headquarters (One Way) Kilometres	Deduction Kilometres
1	1
2	2
3	3
4	4
5	5
6	6
7	7

Distance Home to Headquarters (One Way)	Deduction Kilometres
8	8
9	9
10	10
11-29	10
30 or more	10 plus 2 km for each km above 29 km from home to headquarters.

- 7.2 Provided that when the above deduction in subclause 7.1 has been effected, the Teacher shall add to the number of kilometres claimed the kilometres shown in the following schedule:

Home to Headquarters (One Way) Kilometres	Add Kilometres
29-35	1
36-40	2
41-45	3
46-50	4
51-55	5
56-60	6
61-65	7
66 and over	8

- 7.3 This daily deduction discounts the normal one way distance travelled from home to headquarters for which Teachers shall not be paid.
- 7.4 Where a Teacher is on duty at their headquarters on a particular day and the Teacher elects to travel to the headquarters in their private motor vehicle, no payment shall be made for such travel.
- 7.4.1 If, on such a day, the Teacher is directed to travel from their headquarters in an emergency situation, the Teacher may be granted approval to use their own motor vehicle and claim the normal kilometre rate for the distance from headquarters to the emergency centre and return.
- 7.4.2 Where a Teacher has approval to use their private motor vehicle on official business and is directed to have the vehicle at headquarters on each day, or particular days, in order to have available a ready means of transport, payment shall be made for the distance from home to headquarters and return for each day of duty the car is required to be available (on official business), less the daily deduction.
- 7.5 A claim for travel allowance cannot be made where the headquarters and another centre visited are on the same or adjacent sites where less than fifteen minutes, travel between the sites is required.
- 7.6 The daily deduction is not applied where a Teacher is required to use their private motor vehicle from their home after working hours on official business or when the Teacher is required to stay away from home overnight on official business.

**8. Official Business and Casual Rates**

Clause of Schedule which applies	Rate	Cents Per Km	
		0 - 8,000 km per annum	8,001 km or more per annum
5	Official Business Rate	78.0	31.2
6	Casual Rate	31.2	

Provided that these rates shall be adjusted pursuant to the C2022-08-Meal, Travelling and Other Allowances for 2021/2022 and 2022/2023 or its replacement.