

**CROWN EMPLOYEES (TEACHERS IN TAFE AND RELATED
EMPLOYEES, BRADFIELD COLLEGE AND TEACHERS IN TAFE
CHILDREN'S CENTRES) SALARIES AND CONDITIONS AWARD
2009**

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2. Dictionary

- 2.1 "Adult Literacy Officer" in the TAFE section of the Award means a teacher employed as such.
- 2.2 "Advanced Skills Counsellor" in the TAFE section of the Award means a counsellor employed as such.
- 2.3 "Approved Program" means a teaching program taught across the Standard Educational and or TAFE year. A teaching program consists of a standard or an averaging or an accumulating program.
- 2.4 "Assistant Director" at Bradfield College means a person appointed to a position designated as such.
- 2.5 "Award" means the Crown Employees (Teachers and Related Employees in TAFE and Other Educational Institutions) Salaries and Conditions Award 2009.
- 2.6 "Australian Qualifications Framework (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.

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- 2.7 "BMET" means the training course known as the Basic Methods of External Teaching, which is the three unit distance mode course that sensitises the contract teacher to the situation of the student working in open/distance mode.
- 2.8 "Casual employee" at Bradfield College means a teacher, coordinator or counsellor who does not have a regular program and is engaged and paid on an hourly basis.
- 2.9 "Casual Teacher" in a Children's Centre means a teacher engaged as required by the employer, who is not a full-time, part-time or part-time casual teacher.
- 2.10 "College calendar" means the schedule for teaching and associated activities supporting the curriculum offerings at Bradfield College.
- 2.11 "College/campus/institute" means a TAFE establishment or other centre where instruction is provided by TAFE and includes any place designated as part of, or as an annexe to, such college/campus/institute.
- 2.12 "Contract Teacher" means a teacher employed to mark and provide feedback on work submitted by students enrolled in OTEN and paid per unit of work marked.
- 2.13 "Contract Teaching Duties" means those duties contained in clause 35, Contract Teachers (OTEN).
- 2.14 "Coordination" in clause 34, 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.
- 2.15 "Counsellor" means an employee employed to provide counselling services to students.
- 2.16 "Degree" means a course of study in a higher education institution leading to a degree as described in the Australian Qualifications Framework as at 1 January 1995.
- 2.17 "Department" means the Department of Education and Training.
- 2.18 "Diploma" means a course of study in a higher education institution leading to a diploma as described in the Australian Qualifications Framework as at 1 January 1995.
- 2.19 "Department" means the NSW Department of Education and Training.
- 2.20 "Director" means the Director of Bradfield College.
- 2.21 "Director-General" means the Director-General of Education and Training and Managing Director of the TAFE Commission.
- 2.22 "Division" means the TAFE Commission Division of the NSW Government Service.
- 2.23 "Division Head" means the Division Head of the TAFE Commission Division of the NSW Government Service.
- 2.24 "Duties Other Than Teaching" in clause 34, Working Conditions - Part Time Casual Teachers, Coordinators and Counsellors, means duties other than teaching and coordination except as provided in subclause 34.7 of clause 34 of the TAFE section of the Award.

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- 2.25 "Early Childhood Director" means a person appointed as such by the employer and who is an early childhood teacher, as defined, who is responsible to the employer for the direct supervision of other employees and/or the management of a centre and centres."
- 2.25(A) "Early Childhood Teacher" means a person in a Children's Centre who is classified by the Director-General as either a four year trained teacher or a three year trained teacher, provided that all teachers employed at the time of the making of this award shall be so classified.
- 2.26 "Education Officer (TAFE)" In the TAFE section of the Award means an officer appointed as such who has an appropriate degree from a higher education institution and appropriate vocational and/or industrial experience.
- 2.27 "Employee means:
- (i) in the TAFE section of the award, a person employed in a classification under this section of the award on a permanent, temporary, casual, part time casual or contract basis.
 - (ii) in the Childrens Centre section of the award, all persons employed in TAFE childrens centres, including early childhood directors and early childhood teachers.
 - (iii) in the Bradfield College section of the award, a teacher, learning coordinator, counsellor or assistant director who is temporarily engaged at Bradfield College for a period of up to three years."
- 2.28 "Employer" means the Crown in the right of the State of New South Wales (the Crown) and any person acting on behalf of the Crown, including the Director-General.
- 2.29 "Equivalent" when referring to qualifications means those qualifications deemed by the employer to be equivalent to specified qualifications.
- 2.30 "Excess Teaching Hours" in the TAFE section of the award means the actual teaching hours in excess of a teacher's standard weekly teaching component or annual teaching component, as appropriate, that a teacher is required to teach.
- 2.31 "Excess hours" in the Bradfield College section of the award means actual teaching hours in excess of a normal teaching load.
- 2.32 "Federation" means the New South Wales Teachers Federation.
- 2.33 "Four Year Trained Teacher" at a TAFE Children's Centre means:
- a teacher who holds a four-year early childhood education degree from a higher education institution;
 - a teacher who holds a degree from a higher education institution and who has, in addition, satisfactorily completed a one year early childhood education diploma from a higher education institution;
 - a teacher who has completed other such courses as the Director-General determines as satisfying requirements.

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- 2.34 Full-time Teacher" at a TAFE Children's Centre means any teacher engaged as such who is not a part-time or casual teacher and who works 38 hours per week.
- 2.35 Full time employee" at Bradfield College means an employee who is engaged to work the hours provided by clause 16 Hours of Work of the Bradfield section of the Award.
- 2.36 General Secretary" means the General Secretary of the Federation.
- 2.37 Graduate" means a person who has obtained a degree from a higher education institution or possesses qualifications determined by the employer to be equivalent to such a degree.
- 2.38 Graduate Diploma" means a course of study in a higher education institution leading to a graduate diploma as described in the Australian Qualifications Framework as at 1 January 1995.
- 2.39 Head Teacher" in the TAFE section of the Award means all persons employed within this classification, including those referred to in subclause 3.8 of the TAFE section of the Award.
- 2.40 Higher Education Institution" means a university or other tertiary institution recognised by the employer which offers degrees, diplomas or teacher education courses.
- 2.41 Industrial Relations Commission" means the Industrial Relations Commission of New South Wales established by the *Industrial Relations Act 1996*.
- 2.42 Institute" means any grouping of TAFE campuses or places where TAFE provides education, training, administrative and other services from time to time as specified by the Managing Director.
- 2.43 Institute Director" in the TAFE section of the Award means all persons employed within this classification.
- 2.44 Institute Manager" in the TAFE section of the Award means all persons permanently or temporarily employed within this classification.
- 2.45 Learning Co-ordinator" within the Bradfield College means a person appointed to a position responsible for the educational and administrative leadership of specified areas.
- 2.46 Minister" means the Minister for Education and Training.
- 2.47 Northern Sydney Institute" comprises the following colleges - Bradfield, Crows Nest, Hornsby, Meadowbank, North Sydney, Northern Beaches and Ryde.
- 2.48 "Officer" means and includes:
- (i) in the TAFE section of the award, all persons permanently employed in TAFE and who, on the date of commencement of the Award, were occupying one of the positions covered by the Award or who, after that date, are appointed to one of these positions and,
 - (ii) in the Bradfield College section of the award, a person employed in TAFE Commission Division or the Teaching Service other than as a temporary or casual employee and who is employed on a full time or part time basis at Bradfield College.

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- 2.49 "Operating days" in the Bradfield College section of the award includes every day of the week except Sunday and public holidays.
- 2.50 "OTEN" means the Open Training and Education Network.
- 2.51 "Part time Casual Coordinator" in the TAFE section of the award means a coordinator engaged on an hourly basis to coordinate special programs or other activities.
- 2.52 "Part time Casual Counsellor" in the TAFE section of the award means a counsellor engaged on an hourly basis to provide counselling services to students.
- 2.53 "Part time Casual Teacher" in the TAFE section of the award 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.
- 2.54 "Part time employee" in the Bradfield College section of the award 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.
- 2.55 "Part-time Teacher" in a TAFE Children's Centre means a teacher who is engaged to work regularly and not more than 0.8 of the ordinary hours which a full-time teacher at the Centre is required to work, provided that a part-time teacher may work up to 0.9 of the ordinary hours of a full-time teacher if the teacher is entitled to a preparation session equivalent to 0.1 of a teacher's ordinary hours.
- 2.56 "Parties" means the Employer and the Federation.
- 2.56 (A) "Period of engagement in the Bradfield College section of the award means the period, up to three years, for which an employee is temporarily engaged to work at Bradfield College."
- 2.57 "Permanent Part-time Work" in a TAFE Children's Centre means employment which is undertaken for less than the full ordinary working hours per week for the classification on a continuing basis for set and regular hours. The rate of pay, all conditions and leave entitlements of a permanent part-time staff member are on a pro rata basis.
- 2.58 "Regular program" at Bradfield College 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
- 2.59 "Shift" at a TAFE Children's Centre means a daily period of work in a TAFE Children's Centre and shall be one of the following:
- 2.59.1 "Afternoon shift" means any shift finishing after 7.00 p.m. and at or before midnight.
- 2.59.2 "Night shift" means any shift finishing after midnight and at or before 8.00 a.m. or any shift commencing at or after midnight and before 5.00 a.m.
- 2.59.3 "Early morning shift" means any shift commencing at or after 5.00 a.m. and before 6.00 a.m.
- 2.59.4 "Night shift, non-rotating" means any shift system in which night shifts are worked which do not rotate or alternate with another shift so as to give the

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teacher at least one third of their working time off night shift in each roster system.

- 2.60 "Service" means continuous service, unless otherwise specified in the Award.
- 2.61 "Special Programs" means those programs administered by TAFE which are designated to promote access of special groups of students to TAFE's courses.
- 2.62 "Special Program Coordinator" in the TAFE section of the Award means an officer or temporary employee appointed to a position as Institute media coordinator, consultant for students with a disability, Aboriginal coordinator, labour market program coordinator, outreach coordinator or Institute multicultural education coordinator in Institutes.
- 2.63 "Standard Educational Year" in the TAFE section of the Award means that period of approximately 41 weeks falling within a calendar year determined as such by the Managing Director.
- 2.64 "TAFE", "TAFE Commission" or "TAFE NSW" means the Technical and Further Education Commission, i.e. the TAFE Commission.
- 2.65 "TAFE Children's Centre" means a long day care centre established on TAFE premises with the primary purpose of providing child care and/or educational development programs and/or centres for children under school age, over a period of eight hours or more a day and for not less than 48 weeks per annum.
- 2.66 "TAFE Commission Act" means the Technical and Further Education Commission Act 1990.
- 2.67 "TAFE Year" means a period of 50 weeks, excluding the two week period surrounding Christmas/New Year, during which educational programs may be conducted.
- 2.68 "Teacher":
- (i) in the TAFE section of the Award means a person or officer employed permanently or temporarily in a full time or part time teaching position;
 - (ii) in the Bradfield College section of the award means a person or officer 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.
- 2.69 "Teacher in Charge" in the TAFE Children's Centre section of the Award means a teacher appointed as such by the employer in a TAFE Children's Centre where the director is employed on a part-time basis and who is responsible to the director for the management of the Centre when the director is not in attendance.
- 2.70 "Teacher in Training" in the TAFE section of the Award 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.
- 2.71 "Teachers Federation" means the New South Wales Teachers Federation.
- 2.72 "Teaching Service" means the Teaching Service of New South Wales.

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- 2.73 "Team leader" at Bradfield College 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.
- 2.74 "Temporary Employee" in the TAFE section of the Award 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 (OTEN).
- 2.75 "Temporary Teacher" means
- (i) in the TAFE section of the Award an officer, or temporary employee employed on a full time or part time basis to teach for 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.
 - (ii) in the TAFE Children's Centre section of the Awards a teacher employed to work full-time or part-time in a TAFE Children's Centre for a specified period which is not more than a full centre year but not less than five days. Provided that a teacher may be employed for a specific period in excess of a full year but not more than two full years where such a teacher is replacing a teacher who is on leave for a specified period in excess of a full year.
- 2.76 "Three Year Trained Teacher" employed in a TAFE Children's Centre means:
- a teacher who has satisfactorily completed a course of early childhood education of three years duration at a higher education institution;
- a teacher who has completed other such courses as the Director-General determines as satisfying requirements.
- 2.77 "Trained Teacher" in the TAFE section of the Award means a teacher who has satisfactorily completed a prescribed course of training at a higher education institution, or such other course or courses which the employer determines as satisfying requirements for classification as a teacher.
- 2.78.1.1 "Union" means the New South Wales Teachers Federation.

TAFE SECTION

3. Salaries

- 3.1 Salaries and rates of pay shall be paid in accordance with this clause and Schedules 1, 4, and 7. Salaries under this section of the award incorporate the following increases for the first pay period commencing on or after the specified date.
- 3.1.1 For teachers up to/including step 13, an increase of 4.4% from 1 January 2009, an additional increase of 3.8% from 1 January 2010 and a further increase of 3.8% from 1 January 2011.
 - 3.1.3 For promotions positions, an increase of 4.4% from 1 January 2009, an additional increase of 3.8% from 1 January 2010 and a further increase of 3.8% from 1 January 2011.
- 3.2 Allowances under this section of the Award will be increased by 4.4% from the first pay period commencing on or after 1 January 2009, by 3.8% from the first pay period commencing on or

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after 1 January 2010 and 3.8% from the first pay period commencing on or after 1 January 2011.

- 3.3 Any further increases in salaries and allowances under a replacement industrial instrument shall not be available until after 1 January 2012.
- 3.4 Subject to satisfying the conditions prescribed by this Award, the salaries of the following officers and temporary employees shall be paid in accordance with Schedules 1 and 4.

Classification	Schedule
Teachers, education officers (TAFE), counsellors, adult literacy officers, assistant outreach coordinators.	Schedule 1
Promotion classifications salary scales.	Schedule 4

- 3.5 Except as otherwise provided under the Department's salary packaging scheme as set out in clause 8, Salary Packaging, employees in Schedules 1 and 4 must be paid at an annual salary level not less than that for the appropriate classification.
- 3.6 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 (TAFE Gazette No. 32, 24 September 2003) or its replacement.

- 3.7 Subject to clause 6, Salary Progression and Maintenance and clause 32 Calculation of Service, officers and temporary employees shall progress without change to their incremental date by way of annual increments to Step 13 on the common incremental salary scale as set out in Schedule 1.
- 3.8 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.
- 3.9 A counsellor who is classified as an advanced skills counsellor shall retain the head teacher band 1 salary while they continue to occupy that position.

4. Allowances

- 4.1 An additional responsibility allowance shall be paid in accordance with this clause and Schedule 2 when:
- 4.1.1 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;

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- 4.1.2 a counsellor is nominated by the employer in any institute or campus as counsellor in charge.
- 4.2 An education officer (TAFE) who:
- 4.2.1 has completed 12 months service at the salary prescribed on the maximum of the common incremental salary scale; and
- 4.2.2 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 officer warrant additional payment;
- shall be paid an allowance which is the difference between step 13 and Head Teacher Band 1, renewable each period of two years, to ensure a remuneration equivalent to the salary level of head teacher band 1 as set out in Schedule 4.
- 4.3 Locality and related allowances shall be paid in accordance with in Schedule 3.

5. Salary Progression and Maintenance

- 5.1 An officer 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 officer demonstrating by means of an annual review, continuing efficiency in teaching practice, satisfactory performance and professional growth.
- 5.2 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.

6. Teacher Quality

- 6.1 To provide feedback on an officer or temporary employee's performance, each officer or temporary employee's institute director or nominee shall ensure that the teacher's performance is appraised by annual review. This appraisal implemented from the beginning of term four, 2000 continues in force as follows:
- 6.1.1 The officer or temporary employee's institute director or nominee shall be responsible for annually reviewing the performance and development of the officer or temporary employee undertaking their work.
- 6.1.2 For officers and temporary employees, the TAFE Teachers and Related Employees Annual Review Policy (TAFE Gazette No. 32, 10 October 2001) or its replacement shall apply.
- 6.1.3 The annual review for teachers shall be reported by way of the new teacher assessment review form implemented under the Crown Employees (Teachers in Schools and TAFE and Related Employees) Salaries and Conditions Award (327 I.G.582).
- 6.1.4 The parties agree to negotiate on variations, if any, to the policies and procedures in place at the commencement date of the Award relevant to annual review of teacher performance.

7. Salary Packaging

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

- 7.1 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.

- 7.2 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 Department's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.

- 7.3 Salary packaging must be cost neutral for the employer. Employees must reimburse the employer in full for the amount of:

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

7.3.2 any administrative fees.

- 7.4 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:

7.4.1 Superannuation Guarantee Contributions;

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

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

8. Initial Appointments

- 8.1 The initial appointment of all officers shall be for a minimum probationary period of one year. Confirmation of an officer's permanent appointment shall depend on completion of a satisfactory annual review pursuant to clause 5, Salary Progression and Maintenance and in the case of teachers, upon satisfactory completion of teacher training requirements.

- 8.2 All initial appointments shall be on the basis of merit.

9. Teaching in More Than One Location

- 9.1 Teachers may be programmed to teach in more than one location including schools.

9.1.1 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.

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- 9.1.2 The travelling compensation provisions at Schedule 5, Excess Travel and Compensation for Travel on Official Business and, as appropriate, time credit provisions at clause 24, Time Credit shall apply to teachers programmed to teach in more than one location.

10. Deferred Salary Scheme

- 10.1 Officers may seek to join the Department's deferred salary scheme.
- 10.2 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.

11. Compensation for Travel on TAFE Business

- 11.1 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.

12. Contribution to Institute Output Requirements

- 12.1 Teachers, adult literacy officers, head teachers and special program coordinators in TAFE shall contribute to the achievement of Institute output requirements as measured in Annual Student Hours (ASH). Institutes maintain their commitment to providing educationally and vocationally disadvantaged groups with access to technical and further educational services, including a range of appropriate specialised services, in line with the objectives of the TAFE Commission Act 1990.
- 12.2 The strategies detailed in Schedule 6 shall be implemented in TAFE in order to maximise Annual Student Hours.
- 12.3 The parties agree to consult on any variations to State and Commonwealth funding authority requirements in relation to the use of ASH as a measure of institute output.

13. Attendance - Teachers and Counsellors

- 13.1 The standard attendance hours of:
- 13.1.1 teachers, head teachers, special program coordinators and adult literacy officers, shall be 30 hours per week;
- 13.1.2 counsellors, advanced skills counsellors and senior counsellors, shall be 35 hours per week.
- 13.2 The daily span of working hours in colleges/campuses for officers and employees under this section of the Award 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.
- 13.3 All full time officers 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:
- 13.3.1 may be required to work on any five days from Monday to Saturday inclusive as part of their normal program, although they may meet weekly attendance requirements in four days per week;

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13.3.2 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.

14. Duties of Teachers

14.1 For the purpose of this clause teacher includes, head teachers, special program coordinators and adult literacy officers.

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

14.3 Head teachers also perform administrative duties and special program coordinators and adult literacy officers perform administrative and coordination duties.

15. Allocation of Duties

15.1 The direct teaching or counselling component of:

15.1.1 full time teachers shall be 20 hours per week;

15.1.2 head teachers shall be ten or 14 hours per week as determined by the employer;

15.1.3 adult literacy officers shall be nine hours per week;

15.1.4 counsellors and advanced skills counsellors shall be 20 hours per week;

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15.1.5 senior counsellors shall be 14 hours per week;

15.1.6 special program coordinators and assistant outreach coordinators shall be six hours per week or 216 hours per annum;

provided that all teachers, special program coordinators and adult literacy officers are entitled, pursuant to clause 20, Professional Development - Teachers, to a reduction in their direct teaching time by the requisite amount of professional development time.

15.2 Teachers shall be required to teach 19 hours per week 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.

15.3 Only at the discretion of the institute director (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 institute director.

15.4 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 agreed between the teacher and their immediate manager.

15.5 The annual hour equivalents of the direct teaching activities, related duties, administrative and coordination duties and annual weeks of attendance of teachers, adult literacy officers, head teachers and special program coordinators shall be as follows:

Classification	Direct teaching (annual equivalent hours) #	Related duties - during teaching weeks (annual equivalent hours)	Related duties hours during the five non teaching weeks (annual equivalent hours)	Admin duties (annual equivalent hours)	Co-ordination & Admin duties (annual equivalent hours) Φ	Total annual hours	Annual weeks of attendance
Teachers	720	360	150	-	-	1230	41
Adult literacy officers	324	216	150	-	540	1230	41
Special program coordinators other than consultants for students with a disability Assistant Outreach Coordinators	216	108	150	-	786	1260	42
Special	216	108	150	-	756	1230	41

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program coordinators Consultants for students with a disability							
Head teachers band 1	504	252	150	324	-	1230	41
Head teachers band 2*	360	180	150	540	-	1230	41

* Includes head teachers band 1 supervising > 150 weighted hours per week

Includes 36 hours professional development.

Φ Coordination and Administrative duties for adult literacy officers and special program coordinators

16. Duties Related to Teaching

- 16.1 For the purpose of this clause teacher includes head teacher, adult literacy officer and special program coordinator.
- 16.2 In addition to direct teaching activities teachers shall be entitled to attend to duties related to teaching for 30 minutes for each hour of teaching that forms part of their approved program, except that adult literacy officers shall be entitled to six hours of related duties time for each week of teaching.
- 16.3 Where a teacher is given a teaching release, each hour of teaching release shall involve a 30 minute reduction in the teacher's related duties time.
- 16.4 Duties related to teaching shall also be undertaken during the five non teaching weeks per annum.
- 16.5 Teachers shall continue, in consultation with their immediate manager, to determine duties that shall be conducted during related duties time.

17. Administrative Duties

- 17.1 The administrative component of a head teacher shall be:
- 17.1.1 nine hours per week for a head teacher band 1 supervising up to 150 weighted teaching hours per week;
- 17.1.2 15 hours per week for a head teacher band 1 supervising more than 150 weighted teaching hours per week; and
- 17.1.3 15 hours per week for a head teacher band 2.

18. Averaging

- 18.1 For the purpose of this clause, teacher includes head teacher.
- 18.2 Teachers and their supervisors may agree to average the teacher's direct teaching component as set out in subclause 15.1 of clause 15, Allocation of Duties, over fixed periods of up to one

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year determined in advance to enable appropriate patterns of work to meet student needs in accordance with the following provisions.

18.2.1 Teachers may, within the fixed averaging period be allocated teaching up to five hours above their direct teaching component, provided that the direct teaching component is to balance over the averaging period.

18.2.2 The direct teaching component to related duties ratio is to be maintained but may be averaged over the fixed averaging period, provided that the standard attendance of 30 hours per week is met.

18.2.3 Within the fixed averaging period, any direct teaching undertaken which exceeds five hours above the teacher's weekly direct teaching component as set out in subclause 15.1 of the said clause 15, Allocation of Duties, shall be paid in accordance with clause 25, Excess Teaching Hours.

18.2.4 Any teaching undertaken, which exceeds at the end of the fixed averaging period a teacher's direct teaching component, shall be paid as excess hours. Excess teaching hours claimed in accordance with paragraph 18.2.3 of this subclause cannot be included in determining teaching hours for the purpose of this paragraph.

18.2.5 Except for hours accrued in accordance with the said paragraph 18.2.3, where an averaging teaching program is worked, payment for excess hours will be determined and paid at the end of the fixed averaging period or semester whichever is the lesser in accordance with clause 25, Excess Teaching Hours.

18.3 A teacher may average their direct teaching component over periods of less than one year consistent with subclause 18.2 of this clause.

18.4 The administrative component of a head teacher's approved program must be worked as a consistent number of hours on a weekly basis within any year. Averaging of the administrative component of the standard attendance hours is not permitted.

19. Accumulating Program

19.1 For the purpose of this subclause, teacher includes head teachers.

19.2 By agreement between the teachers and their immediate manager, and subject to TAFE's needs, teachers may elect to teach up to a maximum of five hours above their direct teaching component over one term or up to twelve weeks.

19.3 Teachers may not be directed to teach an accumulating program.

19.4 Regular or repetitive use of accumulating programs for periods over twelve weeks should be avoided. Where the need arises, accumulating hours beyond that period is also voluntary.

19.5 When an accumulating program is chosen, teachers may elect on a once per term basis to accumulate hours or be paid fortnightly for the teaching hours above twenty.

19.6 Where teachers elect to accumulate hours, they may be paid at the end of the term or accrue excess hours into the next term.

19.7 Where an election to accumulate hours is made, teachers in consultation with their immediate manager should, in the context of a pre planned program, determine in advance when the time in lieu is to be taken.

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- 19.8 If payment is elected, it shall be in accordance with clause 25, Excess Teaching Hours.
- 19.9 By the end of the TAFE year all excess hours must be taken as time in lieu or paid out.
- 19.10 The teaching component to related duties ratio of 2:1 is to be maintained for the first 20 hours of teaching.
- 19.11 Teachers shall be required to attend for 41 weeks per annum unless accumulated hours have been banked to be taken as time in lieu.

20. Professional Development - Teachers

- 20.1 For the purposes of this clause, teacher includes head teachers, special program coordinators and adult literacy officers.
- 20.2 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.
- 20.3 An approved program for all teachers shall include professional development on the following basis:
 - 20.3.1 teachers undertaking teacher training shall have two hours per teaching week professional development in their first two years of service;
 - 20.3.2 teachers who are teacher trained on recruitment shall have two hours professional development per teaching week in their first year of service; and
 - 20.3.3 all other teachers shall have one hour of professional development per teaching week and may elect to use their professional development time on a weekly basis or to accrue this time over a period of up to twelve weeks.
- 20.4 The parties shall encourage teachers to accumulate their professional development time up to a maximum of twelve hours. This shall facilitate teachers engaging in more meaningful accredited professional development programs. This shall not prevent teachers electing to take their professional development time on a weekly basis.
- 20.5 The related duties time which would normally accrue to the hour(s) of teaching replaced by professional development shall continue to be used for teaching related duties.
- 20.6 The professional development allocation, which is provided by agreement between the parties, is in recognition of the potential value of professional development and:
 - 20.6.1 is available for professional experience;
 - 20.6.2 is available for self initiated activities;
 - 20.6.3 shall be in addition to other professional development time/activities already provided by the employer; and
 - 20.6.4 teachers are encouraged to share their experiences with other teachers.

21. TAFE Year

- 21.1 For the purpose of this clause, teacher includes head teacher.

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- 21.2 Institutes 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.
- 21.3 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 and vacation days in the TAFE Year as teachers who are working the standard educational year.
- 21.4 Teachers may not be directed to teach more than twelve consecutive weeks without taking a vacation break or may not elect to teach more than eighteen consecutive weeks without taking a vacation break.
- 21.5 Staffing of courses delivered outside the standard educational year shall be based on an essentially consultative procedure.
- 21.6 Managers of the relevant sections shall:
- 21.6.1 at the first instance, seek volunteers from within the college/campus to teach the course. If suitably qualified full time teachers from within the college/campus are available and they wish to make alternative vacation arrangements, the college/campus should introduce an equitable system of selecting volunteer teachers on a rotation basis;
 - 21.6.2 if no suitable full time teachers within the college/campus are available, then offers to teach courses may be extended to full time teachers at other colleges/campuses;
 - 21.6.3 failing the above, an offer could then be made to suitable part time casual teachers;
 - 21.6.4 in the event that all of the above avenues are exhausted, an institute 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 vacation shall not be directed to teach a TAFE Year program in the following midsummer vacation.
- 21.7 Deferred vacation leave shall be arranged on an agreed basis between the teacher and the college management, taking into account the educational programs in the college/campus, particularly in the first two weeks of the standard educational year, and the needs of the teacher.
- 21.8 Deferred vacation leave shall be taken, whenever possible, in full weekly blocks, each beginning Monday and ending on Friday.
- 21.9 Deferred vacation leave is to be cleared within twelve months of the conclusion of the TAFE Year activity and cannot be accumulated and carried over into subsequent years.
- 21.10 The TAFE Year provisions shall apply to teachers who are required to attend college/campus 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.
- 21.11 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 vacation leave. Where a teacher elects to be so paid, such payment shall be made at the rate for excess teaching as per clause 25, Excess Teaching Hours.

22. Additional One Week

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- 22.1 For the purpose of this clause teacher includes head teacher.
- 22.2 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.
- 22.3 Teachers may elect to be paid for this work or to accumulate their hours.
- 22.4 Where an election for payment is made, then such payment shall be at the rate prescribed at clause 25 Excess Teaching Hours for excess teaching hours or at the part time casual duties other than teaching rate for related duties.
- 22.5 Where teachers elect to accumulate, such hours shall contribute to their bank of hours.
- 22.6 Where teaching duties are undertaken, the hours shall accumulate as part of their total teaching bank of hours.
- 22.7 Where related duties are undertaken, these hours shall accumulate as part of the related duties bank of hours.
- 22.8 Teachers, in consultation with their immediate manager, should consider the provisions of clause 21 TAFE Year, and this clause.
- 22.9 Teachers may only attend one additional week per TAFE Year, whether the provisions of the said clause 21 TAFE Year, or this clause are applied.
- 22.10 Where teachers are directed to undertake duties in a vacation period, after the provisions of subclause 21.6 of clause 21 TAFE Year have been followed, then only the provisions of clause 21 TAFE Year shall apply.
- 22.11 Where teachers volunteer to undertake duties in the vacation period, then either the provisions of clause 21 TAFE Year or the provisions of this clause shall apply.

23. Evening Work - Counsellors

- 23.1 For the purpose of this clause, counsellor includes senior counsellors and advanced skills counsellors.
- 23.2 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.
- 23.3 The formula for calculating the hourly salary rates for a counsellor shall be:

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

24. Time Credit

- 24.1 For the purposes of this clause, teacher includes head teacher and adult literacy officer.
- 24.2 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:

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- 24.2.1 where, as a consequence of the operation of this subclause, 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 time shall remain unaltered;
- 24.2.2 subject to the provisions of clause 18, Averaging, where, as a consequence of the operation of this subclause, a teacher's direct teaching load is reduced, direct teaching hours above the reduced load shall be deemed to be excess and paid at the appropriate rate according to clause 25, Excess Teaching Hours, for the time at which the hours are taught.
- 24.2.3 A teacher may choose to accumulate the excess teaching hours in accordance with the provisions of clause 19, Accumulating Program.
- 24.3 Teachers who are required to work during the hours prescribed at subclause 24.2, other than direct teaching, including the following circumstances:
- 24.3.1 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;
- 24.3.2 where head teachers are directed to perform supervisory duties;
- 24.3.3 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:

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

25. Excess Teaching Hours

- 25.1 For the purpose of this clause, teacher includes head teacher and adult literacy officer.
- 25.2 Subject to the provisions in clause 18, Averaging, Excess teaching hours worked between 6.00am and 6.30pm Monday to Friday shall be paid at a rate known as the excess teaching rate.
- 25.3 The formula for calculating the excess teaching hourly rate for hours described in subclause 25.2 shall be:

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

- 25.4 Subject to the provisions in clause 18, Averaging, excess teaching hours worked between 6.30pm and 10.00pm, Monday to Friday and 6.00am and 10.00pm Saturday, shall be credited on the basis of five hours for every four hours worked, or pro rata, and the hours so derived shall be paid according to this clause.
- 25.5 Where as a consequence of the operation of clause 24, Time Credit a teacher's standard teaching load is reduced, the excess teaching hourly rate will only be payable to:
- 25.5.1 a teacher, if, subject to the provisions of clause 18, Averaging, they have performed direct teaching duties of at least 19 hours in the week.

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25.5.2a head teacher, if, subject to the provisions of clause 18, Averaging, they have performed direct teaching duties of 9 to 13 hours in the week as determined by the employer.

25.5.3an adult literacy officer, if they have performed direct teaching duties of at least 8 hours in the week.

25.6 Emergency Hours -

25.6.1Emergency 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.

25.6.2Payment for emergency excess teaching hours shall be made fortnightly at the appropriate rate for the hours worked.

25.6.3Emergency excess teaching hours cannot be included in determining the direct teaching hours of an averaging program.

25.7 The parties agree that the use of excess teaching hours shall be discouraged.

26. Sunday Work/Night Work

26.1 For the purpose of this clause teacher includes head teacher and adult literacy officer.

26.2 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.

26.3 The formula for calculating the hourly rate shall be:

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

27. Qualifications for Appointment

27.1 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:

27.1.1Education officer - appropriate degree or diploma at AQF level or equivalent and appropriate vocational and or industrial experience.

27.1.2Teacher - appropriate technical or professional qualifications plus from two to five years, as appropriate, vocational and or industrial experience.

27.1.3Counsellor - appropriate degree from a higher education institution and at least three years study in psychology or other such study as the employer deems appropriate, plus two years appropriate vocational experience.

28. Working Conditions - Education Officers and Related Employees

28.1 This clause sets out the general conditions of employment for the following classifications - education officer, senior education officer, chief education officer, principal education officer,

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curriculum manager, industry specialist, principal officer, quality assurance coordinator, cluster manager, program manager, Manager Education and Training Resource Centre.

28.2 They shall:

28.2.1 be employed on a 35 hours per week basis and may average their working hours, provided they work 420 hours every twelve weeks;

28.2.2 be entitled to professional development/study time as per clause 29, Professional Development - Education Officers, Related Employees and Counsellors.

28.3 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:

28.3.1 the taking of part, single or multiple days as time in lieu;

28.3.2 taking time in lieu before 420 hours have been accumulated;

28.3.3 working a standard 35 hour week.

28.4 Up to a maximum of one week (35 hours) may be carried forward from one twelve week period to the next.

28.5 Where employees do not work the required 420 hours over the twelve week period, then an annual leave debit shall be made to cover the shortfall.

28.6 Where agreed working arrangements need to be reviewed this shall also be negotiated between employees and their manager.

28.7 The band of hours for employees not located in colleges/campuses shall be from 7.30am to 9.00pm Monday to Friday.

28.8 The band of hours for employees located in colleges/campuses shall be from 6.00am to 10.00pm Monday to Saturday.

28.9 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.

29. Professional Development - Education Officers, Related Employees and Counsellors

29.1 Permanent and temporary education officers, related employees and counsellors shall have a professional development program as follows:

29.1.1 retention of their existing study time - for those employed as at 31 January 1994; or

29.1.2 ten working days per annum which may be accumulated over six years up to a maximum of 60 working days to undertake professional experience, work or study inside or outside the TAFE system which is of demonstrated value to TAFE and/or the professional development of the employee. This time may be taken in minimum periods of one half day per week as negotiated with their immediate manager. The absence requires the approval of the employer and is subject to the operating needs of the unit.

29.2 Permanent and temporary cluster managers, manager education and training resource centre, principal education officers, program managers, curriculum managers, quality assurance

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coordinators, chief education officers and senior education officers shall have a professional development program as follows:

- 29.2.1 ten working days per annum, which may be accumulated over two years up to a maximum of 20 working days to undertake professional experience, work or study inside or outside the TAFE system which is of demonstrated value to TAFE and/or to the employee's current and medium term professional development needs. The professional development activity is negotiated with and must be approved by the line manager in advance. This time may be taken in minimum periods of one half day per week subject to the operating needs of the institute or unit. This does not preclude access to other professional development opportunities provided by the employer.
- 29.2.2 Related employees as per clause 29.2 undertaking courses of study who require different arrangements to those in subclause 29.2.1 may apply to the employer for special consideration. The employer shall consider these requests on a case-by-case basis.
- 29.2.3 Where the employer requires professional development, the employer will meet the compulsory fees involved. Where the professional development opportunity is voluntary the employer may, at its discretion, refund all or part of the compulsory fees incurred by the related employees as per clause 29.2.
- 29.2.4 Related employees as per clause 29.2 employed as at 3 June 2005 with an existing balance of professional development time of up to 60 days may utilize this time as provided for in subclause 29.2.1 of this agreement. Following utilisation of this balance, professional development time will accrue on the basis provided for in subclause 29.2.1 of this agreement.
- 29.2.5 Related employees as per sub clause 29.2 who have accumulated 20 working days, but due to operational arrangements, are unable to take them within the two year period shall by negotiation and agreement with the line manager retain the balance of professional development time in excess of 20 working days. The employee shall have six months after the next date of accrual in which to utilise the excess balance. This will not affect the accrual of additional professional development days as per sub clause 29.2.1.

30. Leave for Teachers and Related Employees

- 30.1 In addition to the leave entitlements provided by this subclause, TAFE teachers and related employees are also entitled to adoption, maternity and parental leave in accordance with the TAFE NSW Adoption, Maternity and Parental Leave Procedures.
- 30.2 Annual Recreation Leave - All officers and temporary employees shall be entitled to a minimum of 20 days recreation leave or pro rata where employed for periods less than the equivalent full time.
- 30.3 Annual Leave Loading - All officers 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 30.1 for each twelve months of service, or pro rata, on the basis of the employee's ordinary salary rate.
- 30.4 Annual Leave and Agreed Weeks of Non Attendance - teachers, counsellors and special program coordinators:
- 30.4.1 Except where provision is otherwise made in this section of the Award, all leave in excess of four weeks shall be deemed to be in lieu of additional work and overtime.

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30.4.2 In lieu of the provisions under the Annual Holidays Act 1944, unless otherwise required by the employer, officers 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 schedule:

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

30.5 Sick Leave -

30.5.1 All officers and temporary employees shall be entitled to fifteen days per annum with the unused component of the annual entitlement being fully cumulative or pro rata where employed for periods less than the equivalent full time.

30.5.2 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.

30.5.3 Special sick leave shall continue to be available.

30.5.4 Additional Sick Leave - the provisions of this subclause shall only apply to officers and temporary employees employed on teaching conditions.

- (i) The maximum grant of additional sick leave during the first two years of service is fifteen days.
- (ii) Additional sick leave provided under this subclause is available at any stage during the employee's first two years of service but shall only be granted in circumstances where:
 - (a) there is no current concern regarding the employee's use of sick leave as contained in paragraph 30.4.1 of this subclause;
 - (b) all sick leave entitlements as contained in paragraph 30.4.1 have been exhausted.

30.6 Extended Leave -

30.6.1 Officers and full time temporary employees shall be entitled to extended leave of 44 working days on full pay or 88 working days on half pay after completing ten years of service and a further eleven working days for each completed year of service after ten years.

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30.6.2 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.

30.7 Family and Community Service Leave -

30.7.1 The maximum amount of family and community service leave that may be granted to full time officers and temporary employees is:

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

30.8 Personal/Carer's Leave -

30.8.1 Use of Sick Leave -

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

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- (5) a relative of the employee who is a member of the same household where, for the purposes of this section:

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

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

"household" means a family group living in the same domestic dwelling.

- (iv) An employee shall, wherever practicable, give the employer or nominee notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer or nominee of such absence at the first opportunity on the day of absence.

30.8.2 Unpaid Leave for Family Purposes -

- (i) An officer or temporary employee may elect, with the consent of the employer or nominee, to take unpaid leave for purpose of providing care and support to a member of a class of person set out in subparagraph 30.8.1 (iii) (b) who is ill.

30.8.3 Annual Leave -

- (i) An officer or temporary employee may elect, with the consent of the employer or nominee and subject to the Annual Holidays Act 1944, to take annual leave not exceeding ten days in single-day periods or part thereof in any calendar year at a time or times agreed by the parties.
- (ii) Access to annual leave, as prescribed in subparagraph (i) of this paragraph, shall be exclusive of any shut down period provided for elsewhere under this agreement.
- (iii) The employee and employer or nominee may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.
- (iv) An officer or a temporary employee may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

30.8.4 Time Off in Lieu of Payment for Overtime -

- (i) An officer or temporary employee may elect, with the consent of the employer, to take time off in lieu of payment of overtime at a time or times agreed with the employer within twelve months of the said election.
- (ii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.
- (iii) If, having elected to take time as leave in accordance with subparagraph (i) of this paragraph, the leave is not taken for whatever reason, payment for time

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accrued at overtime rates shall be made at the expiry of the twelve month period or on termination.

- (iv) Where no election is made in accordance with the said subparagraph (i), the employee shall be paid overtime rates in accordance with the award.

30.8.5 Make-up Time -

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

30.8.6 Rostered Days Off -

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

30.8.7 Bereavement Leave -

- (i) An officer or temporary employee shall be entitled to up to two days bereavement leave without deduction of pay on each occasion of the death of a person prescribed in subparagraph 30.8.1 (iii) (b) of this subclause, provided that for the purpose of bereavement leave, the employee need not have been responsible for the care of the person concerned.
- (ii) The employee must notify the employer or nominee as soon as practicable of the intention to take bereavement leave and shall, if required by the employer or nominee provide to the satisfaction of the employer or nominee proof of death.
- (iii) An employee shall not be entitled to bereavement leave under this clause during any period in respect of which the employee has been granted other leave.
- (iv) Bereavement leave may be taken in conjunction with other leave available under this clause. In determining such a request the employer or nominee shall give consideration to the circumstances of the employee and the reasonable operational requirements of TAFE.

31. Calculation of Service

- 31.1 In calculating the years of service for the purpose of this section of the Award the following periods shall not be taken into account:

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31.1.1 any leave of absence without pay exceeding five days in any year of service;

31.1.2 any unauthorised absences;

31.1.3 any time period during which an employee is not eligible to progress by reason of failure to satisfy any condition attaching to salary progression under this section of the Award.

32. Training and Development

32.1 The parties confirm 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.

32.2 It is the aim of the parties to this Award that employees shall be provided with opportunities for training and development so that they will form a highly skilled, competent and committed workforce, experiencing job satisfaction and providing the highest quality service.

32.3 The parties agree that, wherever possible, training and development shall be designed to articulate with approved and accredited courses.

32.4 The employer shall facilitate the professional development, skills enhancement and career development opportunities of employees and improve effectiveness through a range of activities, including:

work-based learning;

return to industry;

job rotation;

transfers;

secondment;

project team participation;

job design and redesign;

provision of training relevant to the needs of the individual and the requirements of the organisation.

33. Multi-Skilling

33.1 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.

33.2 Teachers transferred pursuant to subclause 33.1 of this clause shall have a right to a review of their position each year in consultation with relevant TAFE officers.

34. Working Conditions - Part Time Casual Teachers, Coordinators and Counsellors

34.1 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,

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part time casual teachers and coordinators are also entitled to adoption, maternity and parental leave in accordance with the TAFE NSW Adoption, Maternity and Parental Leave Procedures.

34.2 Subject to satisfying the conditions prescribed by this Award, the hourly rate of pay inclusive of all incidents of employment, excluding entitlements under the Long Service Leave Act 1955 and including duties in subclause 34.7 of this clause, of part time casual teachers and coordinators shall be as set out in Schedule 7.

34.3 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 7 for each hour so taught within the correctional centre.

34.4 Duties -

34.4.1 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:

attendance in the classroom before the commencement and after the completion of class;

setting and marking of class tests;

assessing and marking students' practical work;

preparing special lectures and lecture demonstrations;

completing records and returns;

setting and marking assignments;

initial recording of results;

familiarisation with the syllabus;

organisation of lesson plan;

preparation of lesson notes, and teaching aids;

making copies of notes; and

preparation for practical work, drawing and practical exercises.

34.5 Sick Leave -

34.5.1 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 subparagraphs (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

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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 Award.

34.5.2 Part time casual teachers and coordinators who have a sick leave entitlement pursuant to clause 34.5.1 shall be entitled to use that entitlement for personal/carer's and bereavement leave purposes in accordance with subclause 30.8 Personal/Carer's Leave.

34.6 Hard to Fill Country Locations -

34.6.1 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 Crown Employees (Public Service Conditions of Employment 2002) Award published 21 March 2003 (338 I.G. 837) as varied, or its successor 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.

34.7 Payment for Related Duties

34.7.1 Part time casual teachers teaching 10 or more hours in a week in any Institute/s 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

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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

34. 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 34.4.

34. 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.

34.8 Training and Development -

34.8.1 Where a part time casual teacher, coordinator or counsellor is approved to attend a staff development activity which coincides with normal duties, such part time casuals 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.

34.8.2 Allowances and reimbursement of out-of-pocket expenses pursuant to the Crown Employees (Public Service Conditions of Employment 2002) Award published 21 March 2003 (338 I.G. 837) as varied, or its successor, for motor vehicle allowances shall be made on the following bases, provided that such travel is by the most economical means.

34.8.3 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.

34.8.4 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 subparagraph 34.8.3 (i) and
- (ii) meal allowances, when meals are not provided by the employer.

34.9 Class Cancellation -

35.9.1 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.

34.10 Attendance at Staff Meetings -

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- 34.10.1 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.
- 34.10.2 A minimum one hour is payable for each meeting attendance.
- 34.10.3 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.

34.11 Public Holiday Pay -

- 34.11.1 When a public holiday occurs on the day when part time casual teachers and coordinators are normally required to be on duty, they shall be paid for that day's normally programmed hours if they were:
- (i) On their normal duty day immediately preceding the public holiday, irrespective of whether that day was the class day one week earlier or some additional class day between those two days; and
 - (ii) On their normal duty day immediately following the public holiday, irrespective of whether that day was the class day one week later or some additional class day between those days.
- 34.11.2 Part time casual teachers and coordinators engaged as substitutes for other part time casual teachers and coordinators shall be paid only if the normal part time casual teachers or coordinators do not qualify under paragraph 34.12.1 of this subclause.
- 34.11.3 Part time casual teachers who teach during a vacation period are entitled to be paid for public holidays falling within the vacation period pursuant to this clause.

34.12 Payment of Interview Expenses -

- 35.12.1 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 as contained in the Interview Expenses policy contained in the TAFE Commission Gazette of 10 August 1994, 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.

34.13 Recognition of Previous TAFE Part time Casual Service -

- 34.13.1 Part time casual teachers, coordinators and counsellors who are subsequently appointed to full time TAFE positions are eligible to have such part time casual TAFE service recognised for extended (long service) leave purposes, provided their service merged without break into full time service.
- 34.13.2 To calculate their entitlement, the following formula is used:

Number of hours worked per week

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<u>as a part time casual</u> Number of hours worked per week by full time staff in that classification	x	Period of part time casual employment
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34.14 Agreed Leave -

34.14.1 Declared Emergencies -

- (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.

34.14.2 Jury Duty -

(i) Part time Casual Teachers and Coordinators Responsibility -

- (a) 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.
- (b) 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 Section 72 of the Jury Act 1977, in respect of any such period.
- (c) A part time casual teacher or coordinator must, as soon as possible, notify the appropriate supervising officer of the details of any jury summons served.

(ii) Employer's Responsibility -

- (a) The appropriate supervising officer shall, in respect of any period during which a part time casual teacher or coordinator was required to be on duty:
 - (1) 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
 - (2) in any other case grant, at the sole election of the part time casual teacher or coordinator, agreed leave without pay.

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34.14.3 Bereavement Leave

- (i) Subject to the evidentiary and notice requirements in 30.8.1 (ii) and 30.8.1 (iv) part time casual teachers, coordinators and counsellors are entitled to not be available to attend work, or to leave work on the death in Australia of a person prescribed in subclause 30.8.1 (iii) (b) of clause 30.8 Personal/Carer's Leave.
- (ii) The employer and the part time casual teacher, coordinator or counsellor 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. 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.

34.14.4 Personal//Carer's Leave

- (i) Subject to the evidentiary and notice requirements in 30.8.1 (ii) and 30.8.1 (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 30.8.1 (iii) (b) of clause 30.8 Personal/Carer's Leave who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- (ii) The employer and the part time casual teacher, coordinator or counsellor 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. 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.

34.15 Access to Facilities -

- 34.15.1 The institute 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.

34.16 Statement of Service -

- 34.16.1 The employer shall maintain a record of service detailing hours paid during the period of engagement of all part time casuals.
- 34.16.2 The record of service prior to the introduction of the Lattice Human Resources Management System shall be established from the employer's records

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supplemented by part time casuals submitting records/statutory declarations of this service.

34.16.3 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.

34.17 Induction -

35.17.1 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.

34.18 Part time Casual Counsellors -

34.18.1 Part time casual counsellors shall be entitled to an hourly rate of pay as set out in Schedule 7.

34.18.2 The hourly rate of pay provided in Schedule 7 is inclusive of all incidence of employment, including sick leave in subclause 34.5, public holiday pay in subclause 34.11 and agreed leave in subclause 34.14 except for entitlements under the Long Service Leave Act 1955.

34.19 Temporary Appointment Opportunities -

34.19.1 Part time casual teachers, counsellors and coordinators are eligible to apply for temporary appointment to positions (other than full time teaching, permanent teaching and promotional teaching positions) advertised within the TAFE Gazette.

35. Contract Teachers (OTEN)

35.1 This clause establishes the general conditions of employment, including hourly rates of pay, which are specific to contract teachers employed at OTEN.

35.2 In addition to the qualifications for appointment the Basic Method of External Teaching (BMET) is the pre entry requirement.

35.3 Rates of Pay -

35.3.1 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:

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

35.3.2 This formula reflects the parties' agreement that the marking of each unit of work shall be allocated 25 minutes.

35.3.3 The rates of pay for contract teachers (OTEN) are set out in Schedule 7. These rates are inclusive of all incidence of employment except for long service leave as provided under the Long Service Leave Act 1955.

36. Provision for Positions which Are Hard to Fill

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- 36.1 This clause does not apply to part time casual teachers and contract teachers (OTEN).
- 36.2 A position will be regarded as "hard to fill" when it has been advertised once throughout TAFE and twice throughout New South Wales in the major press and no appointment has been made.
- 36.3 When a position has been identified as "hard to fill" in accordance with subclause 36.2, 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.
- 36.4 Where job redesign has not been deemed to be appropriate, Institute Directors and managers may offer an allowance of up to ten per cent of the maximum salary of the position when it is next advertised.
- 36.5 The allowance will be paid to the selected applicant for as long as they remain in the advertised position.

37. Industrial Rights

37.1 Federation Representatives -

37.1.1 An accredited Federation representative at the place in which they are employed shall, upon notification thereof to their employer, be recognised as an accredited Federation representative.

37.1.2 An accredited Federation representative shall be allowed the necessary time during working hours to interview the employer or their representative on matters affecting employees.

37.1.3 An accredited Federation representative shall be allowed a reasonable period of time during working hours to interview a duly accredited Federation official.

37.2 Consultative and Other Committee Work -

37.2.1 Where an employee is required by the employer, nominated by the Federation 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.

37.2.2 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.

38. Quality Improvement Program

- 38.1 The parties are committed to encouraging officers at all levels to take responsibility for the continuous improvement of all processes, products and services of TAFE.
- 38.2 The parties will actively participate in the development and implementation of the agreed quality improvement program throughout TAFE and will contribute to the program's success.

39. Pilot Schemes

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- 39.1 The parties agree to pilot innovative ways to meet customer needs; to jointly develop performance indicators for these schemes; to jointly monitor and measure the success of these schemes using these indicators; and to implement those initiatives which they have agreed are a success.
- 39.2 The parties agree that, before pilot schemes are introduced, the Federation and affected officers involved must be consulted and agree to their trial.

40. Principles of Restructuring

- 40.1 The parties agree to the following basic principles in the restructuring of work units:
- 40.1.1 officers will be consulted at the first opportunity;
 - 40.1.2 the Federation is notified and discussions held regarding the restructure;
 - 40.1.3 where new structures are being considered, a broad outline of the structure with basic functions of each position will be developed;
 - 40.1.4 the process involves ongoing consultation with officers and the Federation;
 - 40.1.5 job analysis will be conducted on the new positions;
 - 40.1.6 resulting position descriptions will be discussed with affected officers and the Federation;
 - 40.1.7 job evaluation of positions is undertaken;
 - 40.1.8 staffing of positions occurs in terms of redeployment, potential redeployment, transfer, staff selection and direct appointment, except where a position can clearly be identified as an upgraded position with an incumbent.

TAFE CHILDRENS' CENTRES SECTION

1. Salaries and Allowances

- 1.1 The minimum annual rate of salary payable to early childhood teachers and early childhood directors in TAFE children's centres shall be as set out in Schedule 8 - Early Childhood Teachers - Salaries, . A teacher shall progress after each 12 months of service along the steps of the salary scale, subject to the teacher demonstrating continuing satisfactory performance and professional growth.
- 1.2 Part-time and Temporary Teachers -
- 1.2.1 A part-time teacher, including a temporary part-time teacher, shall be paid at the same rate as a full-time teacher with the corresponding classification, but in that proportion which the teacher's ordinary attendance hours at the centre bear to the hours which a full-time teacher at a centre is normally required to attend.
 - 1.2.2 The days of attendance of a part-time teacher may be varied at the commencement of each semester or by mutual agreement between the employer and the teacher, with four weeks notice. The ordinary hours for the purpose of this subclause shall not be varied without agreement.
 - 1.2.3 A temporary full-time teacher shall be paid at the same rate as that prescribed for a full-time teacher with the corresponding classification.

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1.3 Calculation of Service -

1.3.1 For the purpose of this clause, any teacher, if required by the employer to do so, shall, upon engagement, establish to the satisfaction of the employer the length of their service as a teacher in any centre or in early childhood education services for children up to eight years of age, or as a teacher in the infants department of a recognised school or within the infants department of schools registered or certified under the appropriate legislation in other States or Territories of the Commonwealth of Australia, and that period so established shall be taken to be the length of such service for the purpose of that employment.

1.3.2 For the purpose of this clause, a period of service other than service within paragraph 1.3.1 shall be counted as service in accordance with the following principles:

1.3.2.1 A period of service as a lecturer in early childhood education or child development, as a child development officer, or as a family day care coordinator or equivalent, shall be recognised as service.

1.3.2.2 A period of service as a carer in the child care industry, including service as a family day care carer, a child care certificate worker or equivalent, and a period of time during which the teacher is wholly engaged in child rearing, shall be recognised as service at the rate of one increment for each complete three years so engaged. Provided that, during the time of child rearing, the teacher was a qualified early childhood teacher.

1.3.3 For the purpose of calculating service:

1.3.3.1 Any full-time employment (including temporary full-time employment) as referred to in paragraphs 1.3.1 and 1.3.2, shall be counted as service.

1.3.3.2 The amount of part-time service (including temporary part-time service) shall be calculated by reference to proportion that the part-time employment bears to full-time employment in that occupation.

1.3.3.3 Casual teachers shall be entitled to normal incremental progression for each 1,600 hours of service or its equivalent in early childhood education services.

1.3.3.4 For the purpose of calculating service in this subclause, periods of part-time, temporary or casual service shall be aggregated to determine years of full-time service.

1.4 Directors' Allowances -

1.4.1 Early childhood directors shall be paid an amount as set out in Schedule 9 - Early Childhood Directors - Allowances, by way of a fixed loading.

1.4.2 For the purposes of determining the number of employees directly supervised by a director, each employee who works for 19 hours or more per week in the centre shall be counted as one employee, and the hours worked by each employee whose hours of work are less than 19 hours per week, as at 1 February and 1 July in each year, shall be aggregated and divided by 38 to determine the full-time equivalent.

1.4.3 A teacher required by the employer to act as an early childhood director for a period of at least five consecutive days shall be paid the appropriate allowances prescribed in the

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said Schedule 9 for such period. Provided that a teacher shall not be required to carry out such duties in an acting capacity for more than a full year, except that a teacher may be required to carry out such duties for up to two full years where such a teacher is replacing a director who is on leave for a specified period in excess of a full year.

1.5 Teacher in charge allowances -

A teacher appointed as a teacher in charge shall be paid in addition to the amounts payable pursuant to subclause 1.1, an allowance in accordance with Schedule 10 – Early Childhood Teachers in Charge - Allowance.

1.6 Casual Teachers -

1.6.1 A casual teacher shall be paid a 20 per cent loading in addition to the appropriate rate for their classification, up to a maximum of the fourth step of the appropriate scale. This rate shall be calculated by dividing the annual rate by 26.07 to obtain a fortnightly rate and the result by ten to obtain a daily rate and then by 7.6 to obtain an hourly rate.

1.6.2 A casual teacher is entitled to an additional payment of one twelfth of their salary in accordance with the *Annual Holidays Act 1944*.

1.6.3 Provided that the minimum start for any casual teacher shall be three continuous hours for any day or shift and that time worked thereafter shall be rounded to the nearest half hour.

1.6.4 Provided that casual teachers who are engaged for more than six hours and up to 7.6 hours shall be paid the full daily rate.

1.6.5 Bereavement Leave

- (i) Subject to the evidentiary and notice requirements in subclause 6.5.1.2 and 6.5.1.4 casual teachers are entitled to not be available to attend work, or to leave work on the death in Australia of a person prescribed in subclause 6.5.1.3.2 of clause 6.5 Personal/Carer's Leave.
- (ii) The employer and the casual teacher 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 casual teacher is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual teacher is not entitled to any payment for the period of non attendance.
- (iii) The employer must not fail to re-engage a casual teacher because the casual teacher accessed the entitlements provided for in this clause. The rights of the employer to engage or not engage a casual teacher are otherwise not affected.

1.6.6 Personal/Carer's leave

- (i) Subject to the evidentiary and notice requirements in subclause 6.5.1.2 and 6.5.1.4 casual teachers are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in subclause 6.5.1.3.2 of clause 6.5 Personal/Carer's Leave who is sick and requires care and support, or who requires care due to an unexpected emergency, or the birth of a child.
- (ii) The employer and the casual teacher shall agree on the period for which the casual teacher will be entitled to not be available to attend work. In the absence

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of agreement, the casual teacher is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual teacher is not entitled to any payment for the period of non attendance.

- (iii) The employer must not fail to re-engage a casual teacher because the casual teacher accessed the entitlements provided for in this clause. The rights of the employer to engage or not engage a casual teacher are otherwise not affected.

1.7 Reclassification

1.7.1 Where a three year trained teacher completes a course of training as set out in the definition of "Four Year Trained Teacher" in Clause 2, Dictionary, the teacher shall be transferred to the salary step on the higher salary scale determined by the teacher's years of service on the scale.

1.7.2 When a teacher is transferred to a higher salary scale in accordance with paragraph 1.6.1, the date of the transfer shall be the date of completion of formal course requirements, provided that the teacher advises the employer of the date of such completion within one month of that date. Otherwise the date transfer shall be one month prior to the date on which such advice was furnished by the teacher to the employer.

1.8 Salary packaging

For the purposes of this clause "salary" means the salary or rates of pay prescribed by Schedule 8 of this award and any allowances paid to an employee which form part of the employee's salary for superannuation purposes.

1.8.1 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.

1.8.2 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 Department's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.

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

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

1.8.3.2 any administrative fees.

1.8.4 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:

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- 1.8.4.1 Superannuation Guarantee Contributions;
- 1.8.4.2 any salary-related payment including but not limited to allowances and workers compensation payments; and
- 1.8.4.3 payments made in relation to accrued leave paid on termination of the employee's employment or on the death of the employee.

2. Hours of Work

2.1 The ordinary working hours, inclusive of crib breaks taken at the Centre, shall not exceed an average of 38 per week between the hours of 6.00am to 7.00pm Monday to Friday to be worked by one of the following methods:

2.1.1 A teacher working in shifts of no more than eight hours duration.

- 2.1.1.1 A teacher shall accrue 0.4 of one hour for eight hours duty on each day of attendance to a maximum of one (1) paid rostered day off (RDO) in each 20 days of service. RDOs are to be taken during TAFE breaks where possible. There shall be a maximum of 12 RDOs in any 12 consecutive months of employment.
- 2.1.1.2 Each day of paid leave taken pursuant to this section of the Award including each public holiday and the annual holiday (but not including long service leave) shall be regarded as a day worked for accrual purposes.
- 2.1.1.3 A teacher shall be entitled to be paid on termination of employment for rostered days off which have been accumulated but not taken at the rate of pay effective on the date of termination.
- 2.1.1.4 A teacher shall not be entitled to sick leave in respect of illness whilst on a rostered day off. In the event of a rostered day off falling on a public holiday, the teacher and employer shall agree on an alternative day off as a substitute.

2.1.2 A teacher working in shifts of more than eight ordinary hours on one or more days during the work cycle.

- 2.1.2.1 A teacher may work three 10 hour shifts and one eight hour shift per week; or
- 2.1.2.2 four 9.5 hour shifts per week; or
- 2.1.2.3 any other shift arrangement whereby a teacher works no more than 10 hours per day or 38 hours per week.

If the teacher works a shift longer than eight hours the teacher shall receive an additional paid crib break of 10 minutes which shall be taken at a time convenient to the employer.

2.1.3 Method of Implementation

Subject to paragraphs 2.1.1 and 2.1.2, the method of implementation of the 38-hour week shall be one of the following, as agreed between the teacher and the institute manager in charge of the centre:

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- 2.1.3.1 19-day month - the teacher may accrue one workday in each 20 days of service as a rostered day off (to be taken during TAFE breaks where possible).
- 2.1.3.2 Accumulation - the teacher may accrue sufficient rostered days off to enable such days to be taken as a block of no more than 12 days at any one time in any 12 months of consecutive employment.
- 2.1.3.3 The teacher may work more than eight hours on one or more days of the work cycle.

The institute manager in charge of the centre shall make the final determination of the method of implementing the 38 hour week.

2.1.4 Part-time, Casual and Temporary Teachers:

- 2.1.4.1 Part-time teachers - A part-time teacher shall, by agreement with the institute manager in charge of the centre and according to the period of engagement of the teacher, be entitled to either:
 - 2.1.4.1.1 accrue rostered days off in accordance with paragraph 2.1.1 if a part-time teacher's hours are spread over five days of a week; or
 - 2.1.4.1.2 be paid an additional loading of five per cent pursuant to this clause in lieu of an entitlement to rostered days off.
- 2.1.4.2 Casual teachers - A casual teacher shall be entitled to be paid an additional loading of five per cent pursuant to this clause in lieu of an entitlement to rostered days off.
- 2.1.4.3 Temporary teachers - A full-time temporary teacher shall, by agreement with the institute manager in charge of the centre and according to the period of engagement of the teacher, be entitled to either:
 - 2.1.4.3.1 accrue rostered days in accordance with paragraph 4.1.1; or
 - 2.1.4.3.2 be paid an additional loading of five per cent pursuant to this clause in lieu of an entitlement to rostered days off.

2.1.5 Rostering

- 2.1.5.1 A teacher shall be advised by the institute manager in charge of the centre at least four weeks in advance of the day or days on which the teacher is to be rostered off duty.
- 2.1.5.2 An individual teacher may, with the agreement of the institute manager in charge of the centre, substitute the day the teacher is rostered off duty for another day.

3. Non Contact Time

- 3.1 Both the employer and the Teachers Federation recognise that all teachers and directors should be relieved from face to face duties in order to perform programming, record keeping, liaison with parents and outside agencies and administration duties.

3.1.1 Directors Administration Time

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Full time directors shall receive a minimum of 5 hours per week of non contact time to perform administrative duties.

3.1.2 Full Time Teachers Non Contact Time

Teachers shall receive a minimum of 2 hours per week of non contact time.

3.1.3 Provided that directors or teachers who now receive non contact time in excess of this shall not have this time reduced as a result of the making of this Award.

3.1.4 Non contact time for part time teacher and directors shall be in that proportion to which the teacher or directors working hours bear to the number of working hours which a full time teacher or director at the centre is normally required to work.

4. Shift Work

4.1 For the purposes only of calculating the loadings provided for in this clause:

4.1.1 a fortnightly rate of pay shall be obtained by dividing the teacher's annual rate by 26.07;

4.1.2 a daily rate of pay shall be obtained by dividing the fortnightly rate, as provided for in paragraph 4.1.1, by ten;

4.1.3 the rate of pay for a casual teacher shall be calculated in accordance with subclause 1.6.

4.2 In addition to the weekly or daily rate of salary provided for in clause 1, a loading shall be payable to a teacher required to perform shift work as follows:

4.2.1 early morning shift - 10 per cent;

4.2.2 afternoon shift - 15 per cent;

4.2.3 night shift, rotating with day or afternoon shift - 17.5 per cent;

4.2.4 night shift, non rotating - 30 per cent.

4.3 Where a teacher is required to work on a Saturday, Sunday or a public holiday, they will be paid for each such day or shift worked on the following basis:

4.3.1 Saturday - at one and a half times the daily rate of pay.

4.3.2 Sunday - at double the daily rate of pay.

4.3.3 Public holidays - at two and a half times the daily rate of pay.

4.3.4 The payments prescribed by this subclause shall be in substitution for, and not cumulative upon, the shift loading prescribed in subclause 4.2.

5. Public Holidays

5.1 The following days shall be holidays for the purposes of this section of the Award: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day. All days proclaimed as public holidays for the state shall be holidays, provided that any day proclaimed as a holiday for the State for a special purpose but observed throughout the State on different days also shall be a holiday.

6. Leave

6.1 Annual Recreation Leave -

6.1.1 All teachers, other than casual teachers, will be entitled to a minimum of 20 days recreation leave per annum, or pro rata where employed for periods of less than the equivalent full-time.

6.1.2 All recreation leave is to be taken during TAFE non-teaching and vacation periods where possible.

6.2 Annual Leave Loading - All teachers, other than casual teachers, shall be paid a loading of 17.5 per cent of their salary for each week of the four weeks minimum annual leave as provided for in subclause 6.1, for each 12 months of service, or pro rata on the basis of the staff member's ordinary salary rate.

6.3 Sick Leave -

6.3.1 All full-time teachers shall be entitled to 15 days per annum, with the unused component of the annual entitlement being fully cumulative.

6.3.2 The sick leave entitlement for a part-time teacher employed in a centre shall be in that proportion which the teacher's working hours bears to the number of working hours which a full-time teacher at that centre is normally required to work.

6.3.3 A temporary teacher's sick leave entitlement shall be in that proportion of 15 days which their appointment bears to the proportion of the year that they work.

6.3.4 Special sick leave shall be available in line with TAFE policy.

6.4 Family and Community Service Leave -

6.4.1 The maximum amount of family and community service leave that may be granted for full-time teachers is:

6.4.1.1 during the first 12 months of service - 2.5 working days;

6.4.1.2 after completion of 12 months of service - five working days in any two-year period; or

6.4.1.3 one working day for each year of service after two years of continuous service, less any period of family and community service leave already taken.

6.4.2 The family and community service leave entitlement for a part-time teacher employed in a centre shall be in that proportion which the teacher's working hours bears to the number of working hours which a full-time teacher at that centre is normally required to work.

6.5 Personal/Carer's Leave -

6.5.1 Use of Sick Leave

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- 6.5.1.1 A teacher, other than a casual teacher, with responsibilities in relation to a class of person as set out in subparagraph 6.5.1.3.2 who needs the teacher's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in subclause 6.3, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- 6.5.1.2 The teacher shall, if required, establish, either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, a teacher must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- 6.5.1.3 The entitlement to use sick leave in accordance with this subclause is subject to:
- 6.5.1.3.1 the teacher being responsible for the care of the person concerned; and
 - 6.5.1.3.2 the person concerned being:
 - (a) a spouse of the teacher; or
 - (b) a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - (c) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the teacher or spouse or de facto spouse of the teacher; or
 - (d) a same sex partner who lives with the teacher as the de facto partner of that teacher on a bona fide domestic basis; or
 - (e) a relative of the teacher who is a member of the same household where, for the purposes of this section:
 - (i) "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - (ii) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - (iii) "household" means a family group living in the same domestic dwelling.
- 6.5.1.4 A teacher shall, wherever practicable, give the employer 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 teacher, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give notice of absence, the teacher shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

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6.5.2 Unpaid Leave for Family Purpose -

- 6.5.2.1 A teacher may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person as set out in subparagraph 6.5.1.3.2, who is ill.

6.5.3 Annual Leave -

- 6.5.3.1 A teacher may elect, with the consent of the employer and subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding ten days in single-day periods or part thereof in any calendar year at a time or times agreed by the parties.
- 6.5.3.2 Access to annual leave, as prescribed in subparagraph 6.5.3.1, shall be exclusive of any shutdown period provided for elsewhere under this Award.
- 6.5.3.3 A teacher and employer may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.
- 6.5.3.4 A teacher may elect with the employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

6.5.4 Make-up Time -

- 6.5.4.1 A teacher may elect, with the consent of the employer, to work "make-up time", under which the teacher takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in this section of the Award, at the ordinary rate of pay.
- 6.5.4.2 A teacher on shift work may elect, with the consent of the employer, to work "make-up time" (under which the teacher takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

6.5.5 Rostered Days Off -

- 6.5.5.1 A teacher may elect, with the consent of the employer, to take a rostered day off at any time.
- 6.5.5.2 A teacher may elect, with the consent of the employer, to take rostered days off in part-day amounts.
- 6.5.5.3 A teacher may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and teacher, or subject to reasonable notice by the teacher or the employer.
- 6.5.5.4 This subclause is subject to the employer informing each union, which is both party to the award and which has members employed at the particular enterprise, of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

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6.5.6 Bereavement Leave -

- 6.5.6.1 A teacher, other than a casual teacher, shall be entitled to up to two days bereavement leave, without deduction of pay, on each occasion of the death of a person prescribed in subparagraph 6.5.6.3.
- 6.5.6.2 The teacher must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide, to the satisfaction of the employer, proof of death.
- 6.5.6.3 Bereavement leave shall be available to the teacher in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph 6.5.1.3.2; provided that, for the purpose of bereavement leave, the teacher need not have been responsible for the care of the person concerned.
- 6.5.6.4 A teacher shall not be entitled to bereavement leave under this clause during any period in respect of which the teacher has been granted other leave.
- 6.5.6.5 Bereavement leave may be taken in conjunction with other leave available under paragraphs 6.5.1, 6.5.2, 6.5.3, 6.5.4 and 6.5.5. In determining such a request, the employer will give consideration to the circumstances of the teacher and the reasonable operation requirements of the business.

7. Overtime and Time Off in Lieu of Payment for Overtime

7.1 Overtime

- 7.1.1 Subject to 7.1.2 and 7.1.3, all hours required by the employer to be worked outside the ordinary hours of work prescribed by clause 4 Hours of Work, including where a teacher is required to stay back to supervise children who have not been picked up or to cover related emergency situations including staff absences, but excluding the normal preparation and programming duties of a teacher, shall be paid at the rate of time and one half for the first two hours and double time thereafter.
- 7.1.2 Notwithstanding 7.1.1, teachers may be required to attend out of hours enrolment sessions, in-service, staff meetings, parent and committee management meetings and other duties not including the supervision of children without any payment being due.
- 7.1.3 Teachers, other than casual teachers, shall be allowed three days paid compensatory leave per annum, in lieu of attendance at out of hours enrolment sessions, in-service, staff meetings, parent and committee management meetings and other duties not including the supervision of children. This compensatory leave shall be granted and taken on a day or days determined by the director or line manager and be mutually convenient.

7.2 Time Off in Lieu of Payment for Overtime

- 7.2.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
- 7.2.2 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.

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7.2.3 If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.

7.2.4 Where an election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with 7.1.1 of this section of the Award.

8. Job Share

8.1 Job share is a five-day full-time position which is shared by two teachers, working a predetermined number of full days each per week.

8.2 Job share is only available to early childhood teachers, not early childhood directors.

8.3 Procedures for implementing job share:

8.3.1 Teachers interested in job share may put forward a proposal in writing to the director. This proposal should include the following:

8.3.1.1 reasons;

8.3.1.2 benefits to the centre;

8.3.1.3 strategies for the management of job share;

8.3.1.4 nominated days of work.

8.3.2 The director and the prospective job share teacher will then meet to discuss the following issues:

8.3.2.1 advantages/disadvantages of proposal;

8.3.2.2 strategies for communication between job share teachers;

8.3.2.3 strategies for communication with other staff members;

8.3.2.4 attendance at parent meetings and preparation of written reports;

8.3.2.5 attendance at staff meetings, regional meetings, in-service courses and other out of hours meetings or functions;

8.3.2.6 curriculum and programming issues.

8.3.2.7 The parties note that attendance at meetings on days that a job share teacher is normally not expected to attend is at the discretion of the teacher.

8.3.3 If there is an in principle agreement between the above parties, the written proposal will be forwarded to the relevant institute human resources manager with a recommendation from the director.

8.3.4 The human resources manager will confirm, in writing, whether the proposal is approved or not.

8.3.5 If job share is approved, the second position is advertised and both positions will become permanent part-time.

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- 8.3.6 Following the appointment of the second job share teacher, the issues identified in paragraph 8.3.2 will be discussed at a full staff meeting.
- 8.3.7 In the event that the job share proposal is not approved, the staff member concerned has the right to invoke the dispute resolution procedure as set out in clause 1 of the General Section - Dispute Resolution Procedure.
- 8.4 The employer reserves the right to:
- 8.4.1 view each situation on an individual basis;
- 8.4.2 nominate, if necessary, a number of staff or an overall percentage of teachers in TAFE children's centres who are able to job share;
- 8.4.3 determine the number of job share positions in each centre.
- 8.4.4 absences that occur due to approved leave, including sick leave, by one of the two job share teachers will be offered in the first instance to the other person. The teacher cannot be directed to work such absences.
- 8.4.5 payment for such vacancies will be according to clause 1, Salaries and Allowances of the TAFE Children Centres section of the Award.
- 8.5 Resignations - In the event that the position of one job share teacher at a particular centre becomes vacant, the following procedure will occur:
- 8.5.1 the remaining part-time teacher may be offered the option of a full-time position;
- 8.5.2 another permanent staff member, including a part-time teacher, may transfer to the job share position;
- 8.5.3 if neither of the above occurs, then the part-time position will be advertised.

9. Duties of Teachers

- 9.1 The normal duties of teachers shall include the usual duties performed in attendance at a centre as well as the usual planning, resourcing and extracurricular activities associated with a centre, including attendance at parent and committee management meetings.
- 9.2 A director shall, in addition to subclause 9.1, have responsibility for the supervision of employees and the security and maintenance of a centre.

10. Crib Breaks

- 10.1 A teacher shall be entitled to 30 consecutive minutes crib break within the centre.
- 10.2 Where a meal is taken at the centre, it shall be counted as time worked. A teacher is not to be required to work for more than five hours without being given the opportunity to take a crib break.

11. First-Aid Certificate

- 11.1 Teachers, other than casual teachers, will be required to obtain and maintain a first-aid certificate under the following conditions:

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11.1.1 Teachers in the first six months of employment will be required to have or to obtain a "Care for Kids" qualification or an approved senior first-aid certificate.

11.1.2 Teachers will be required to maintain the currency of their first-aid certification.

11.1.3 Teachers will be granted paid leave to attend a first-aid course or, when the teacher attends the course in their own time, the teacher will receive time in lieu at ordinary rates for course attendance time.

BRADFIELD COLLEGE SECTION

1. Introduction

Bradfield College is a unique public educational institution. The salary, leave and working conditions of employees at the College are agreed by the parties to meet the current needs of the College and its teachers.

2. Employment Arrangements and Right of Return

- 2.1 All employees are employed on the basis of a temporary period of engagement of up to three years.
- 2.2 Employees will be employed under either the Teaching Service Act 1980 or the Public Sector Employment and Management Act 2002.
- 2.3 An employee who was appointed as an officer with the Department or TAFE prior to accepting a temporary engagement at the College shall be eligible to return to another position with the Department or TAFE as appropriate.
- 2.4 A transferred officer shall be entitled to the benefits of Determination 1 of 2001 - Transferred Officers Compensation, pursuant to section 25 of the Teaching Service Act 1980 or Determination 4 of 2001 - Transferred Officers Compensation, pursuant to section 16(1) of the Technical and Further Education Commission Act 1990 (or successor provisions).
- 2.5 Nothing in this award shall operate to remove the right of the Division Head/Director-General to transfer an employee of either TAFE or the Department, respectively, to another location.

3. Types of Employment

Employees will be engaged as either:

- (i) Full time employees
- (ii) Part time employees
- (iii) Casual employees

4. Full Time Employees

A full time employee is engaged to work the hours provided in clause 16 - Hours of Work and is paid at the appropriate rate in Schedule 11.

5. Part-Time Employees

Part time employees shall be entitled to all conditions of a full time employee on a prorata basis.

6. Casual Employees

- 6.1 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.

Except as expressly provided for elsewhere in this section of the award, payment and working conditions of casual employees will be in accordance with the provisions for part time casual employees contained in the TAFE section of this Award 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 12 of the Award.

7. Payment for Related Duties - Casual Teachers

- 7.1 Casual teachers teaching a total of 10 or more hours in a week at Bradfield College or elsewhere in Northern Sydney Institute 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, consistent with the provisions for part time casual employees contained within the TAFE section of this Award:

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

- 7.2 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.
- 7.3 Duties associated with the casual teacher's teaching section as well as duties related to the casual teacher's direct teaching activities shall include:

attendance in the classroom before the commencement and after the completion of class

setting and marking of class tests

assessing and marking students' practical work

preparing special lectures and lecture demonstrations

completing records and returns

setting and marking assignments

initial recording of results

familiarisation with the syllabus

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organisation of lesson plan

preparation of lesson notes, and teaching aids

making copies of notes

preparation for practical work, drawing and practical exercises

7.4 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.

7.5 Where the Director of Bradfield College or their representative, requests a casual teacher to attend the College to undertake or participate in:

a staff meeting and/or a learning area meeting

Bradfield College developments days and Bradfield College other professional development activities

Bradfield College January development day/s

Bradfield College information evening and projects

parent/teacher meetings

exam supervision and marking

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 12, 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.

7.6 From 5 February 2007, casual teachers teaching a total of 10 or more hours at Bradfield College or elsewhere in any Institute of TAFE shall be entitled to payment for related duties in accordance with clause 7.1.

8. Learning Co-ordinators

8.1 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:

required to supervise a major discipline area within the College; or

responsible for curriculum development and student support directly linked to classroom practice across the College.

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- 8.2 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:
- (a) current and future curriculum needs
 - (b) supervisory responsibilities
 - (c) the duration of the position

9. Teacher Quality

- 9.1 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:
- 9.1.1 The Director, or their nominee, shall be responsible for annually reviewing the performance and development of teachers undertaking their work.
 - 9.1.2 The TAFE Teachers and Related Employees Annual Review Policy (TAFE Gazette No. 32, 10 October 2001) or its replacement shall apply to all teachers, except casual teachers.
 - 9.1.3 The annual review for teachers shall be reported by way of the teacher assessment review form.
 - 9.1.4 The parties agree to negotiate on variations, if any, to the policies and procedures in place at the commencement date of the award relevant to annual review of teacher performance.

10. Training and Professional Development

- 10.1 The parties confirm their commitment to training and development for Bradfield College employees. The employees recognise their obligation to maintain and update skills.
- 10.2 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 9.1.2 of this section of the award. The training plan will be reviewed annually by the Director in consultation with the employees.
- 10.3 Three days each year, during the standard term time for public schools and TAFE Institutes, shall be scheduled by the Director for the purpose of meeting system needs and those peculiar to the College.
- 10.4 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.

11. Qualification and Experience Requirements

- 11.1 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.
- 11.2 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.

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- 11.3 All teachers teaching the same Key Learning Area(s) as those taught in the Department may be required to have a minimum of three years full time equivalent teaching experience in the Key Learning Area(s) that they will be required to teach at the College.

12. Remuneration

- 12.1 Salaries, rates of pay and allowances in this section of the Award shall be paid in accordance with Schedules 11, 12 and 13.
- 12.2 A teacher appointed as team leader shall be paid an allowance as set out in Schedule 13 – Bradfield College Team Leader Allowance.
- 12.3 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 11.2 and 11.3;

12.3.1 All teachers appointed to Bradfield College shall commence at the rate prescribed for Level A in Schedule 11 of the Award unless they possess additional experience that justifies appointment at a higher level.

12.3.2 The determination of starting salary shall be made by the Director having regard to the provisions of clauses 12.3.3 and 12.3.4 of this section of the award.

12.3.3 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 pursuant to the Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Award 2009 or the TAFE section of this Award respectively.

12.3.4 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 Institute.

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12.4 Movement Between Salary Levels -

12.4.1A 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 13, Teacher Quality of this section of the award.

12.4.2 Periods of full-time leave without pay greater than five days shall not be counted as service for the purposes of this clause.

12.5 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.

13. Salary Packaging

For the purposes of this clause "salary" means the salary or rates of pay prescribed for the employee's classification by Schedules 11, 12 and 13 of the Award 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 Department's salary packaging guidelines. 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 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:

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. 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 14 Bradfield College Excess Travel and Compensation for Travel on Official Business of the Award.

15. College Year

- 15.1 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.
- 15.2 Employees covered by this section of the award shall not be required to be in attendance during the close-down period.

16. Hours of Work

- 16.1 The parties agree to a flexible and adaptive approach 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 16.6 hereof.

- 16.2 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 on the appropriate Establishment Control (EC) form, or other form(s) as may be required for payroll purposes.
- 16.3 The daily span of working hours in the College for employees under this section of the award 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.
- 16.4 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.
- 16.5 Full time employees shall attend for work 420 hours over a 12-week work cycle of 72 operating days, provided that:
- 16.5.1 no employee will be required to be in attendance for more than 60 operating days;
- 16.5.2 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;

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16.5.3 no teacher (including any teacher designated as a team leader) shall be required to teach more than 24 hours in any one week;

16.5.4 no learning co-ordinator shall be required to teach more than 18 hours each week;

16.5.5 no assistant director shall be required to teach more than 8 hours each week.

16.6 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:

16.6.1 All time in lieu shall be taken on an hour-for-hour basis during a non-teaching session.

16.6.2 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 12 - Hourly Rates for Casual Teachers, Co-ordinators and Counsellors - Bradfield College of the Award.

16.6.3 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 on the appropriate Establishment Control (EC) form, it may be counted towards time in lieu arrangements.

16.6.4 No employee shall be required to work beyond the limitations set out in subclause 16.5 hereof.

16.7 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 12 - Hourly Rates for Casual Teachers, Co-ordinators and Counsellors.

16.8 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.

16.9 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:

take annual leave or other leave to credit;

undertake professional development;

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undertake duties incidental to teaching;

undertake administrative duties; or

undertake other duties as assigned by the Director.

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

17. Annual Leave

17.1 Subject to the provisions of the Annual Holidays Act 1944, employees, other than casual employees, of the College shall be entitled to annual leave as follows:

17.1.1 Twenty working days annual leave per annum (which accrues at the rate of one and two-thirds working days per month), subject to each employee accruing not more than 30 working days annual leave.

17.1.2 Annual leave will be taken at a time and for a period agreed between the employee and the Director.

18. Extended Leave and Long Service Leave

18.1 Officers shall retain their extended leave to credit as at the date of their engagement at Bradfield College.

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

- (a) for employees who are officers in the Teaching Service: the Teaching Service Act 1980 and Determination 6 of 2006 Salaries and Particular Leave Provisions for Bradfield College Employees, pursuant to section 13 of the Teaching Service Act 1980,
- (b) for full time employees or officers in the TAFE Commission Division: the Public Sector Employment and Management Act 2002 and the Extended Leave Policy (TAFE Gazette No. 44, 9 November 1994) or its successor,
- (c) for casual employees and part time employees who are not officers: the Long Service Leave Act 1955.

19. Sick Leave

19.1 Employees, other than casual employees, are entitled to sick leave at the rate of 15 working days paid sick leave per year, i.e., 1 January to 31 December. The full annual entitlement is available from 1 January each year. Sick leave will not accrue on a monthly basis. The unused component of the annual entitlement is fully cumulative.

19.2 An officer who had an entitlement to cumulative sick leave on appointment to Bradfield College shall retain such entitlement for use when required.

19.3 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:

Sick leave balance to be transferred in hours

20. Family and Community Service Leave

20.1 The Director may grant paid family and community service leave to an employee, other than a casual employee, for reasons related to:

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

20.2 Quantum - The amount of family and community service leave available to an employee shall be:

- (i) during the first 12 months of service - three working days;
- (ii) after completion of 12 months service - six working days in any two year period; and
- (iii) after completion of two years service - nine working days in any three year period.

Where family and community service leave is exhausted, sick leave in accordance with subclause 21.1 may be used.

Where family and community service leave has been exhausted, additional such leave up to two days may be granted on a discrete "per occasion" basis on the death of a family member (as defined in subclause 21.2).

20.3 An officer who is engaged at Bradfield College shall have their previous service with the Department or TAFE recognised for the purpose of calculating the leave entitlement pursuant to subclause 20.2.

21. Personal Carer's Leave

21.1 An employee may use the available sick leave from the current year, plus any accumulated sick leave from the previous three years to provide care and support for family members when they are ill. Such illness shall be supported, if required, by a medical certificate or a statutory declaration that the illness is such as to require the care 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 the illness. Wherever practicable, prior notice of the intention to take leave should be given by the employee.

21.2 The entitlement to use sick leave in accordance with this subclause is subject to:

- (a) the employee being responsible for the care of the person concerned; and
- (b) the person concerned being:

a spouse of the employee; or

a de facto spouse who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

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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 spouse of the employee; or

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

a relative of the employee who is a member of the same household where, for the purposes of this section:

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

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

"household" means a family group living in the same domestic dwelling.

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 at the first opportunity on the day of absence.

- 21.3 Use of Other Leave - To care for an ill family member, an employee may also use annual leave, extended leave or unpaid leave with the consent of the Director.
- 21.4 Use of Time in Lieu - To care for an ill family member, an employee may also, with the supervisor's consent, take time off in lieu as agreed on an hour-for-hour basis.
- 21.5 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.

22. 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.

23. 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, as amended from time to time:

Leave Type	TAFE Commission Gazette
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

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

24. Occupational Health and Safety

- 24.1 The parties acknowledge their obligations to create, maintain and promote a safe working environment in accordance with their obligations under the Occupational Health and Safety Act 2000 and other relevant occupational health and safety legislation.
- 24.2 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.
- 24.3 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.

25. Educational Initiatives

The parties agree that, during the term of this award, they will work co-operatively to develop and implement agreed strategies aimed at improving the productivity of the College.

26. Industrial Rights

- 26.1 An accredited Teachers Federation representative at the College shall, upon notification thereof to the Director, be recognised as an accredited Teachers Federation representative.
- 26.2 An accredited Teachers Federation representative shall be allowed the necessary time during working hours to interview the employer or his/her representative on matters affecting employees.
- 26.3 An accredited Teachers Federation representative shall be allowed a reasonable period of time during working hours to interview a duly accredited Teachers Federation official.

GENERAL SECTION

1. Dispute Resolution Procedures

- 1. Subject to the provisions of the Industrial Relations Act 1996, the following procedures shall apply:
 - 1.1.1 Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace, then the employee and or the Federation's workplace representative shall raise the matter with the appropriate supervisor as soon as practicable.
 - 1.1.2 The supervisor shall discuss the matter with the employee and or the Federation's workplace representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
 - 1.1.3 Should the above procedure be unsuccessful in producing resolution of the dispute or should the matter be of a nature which involves multiple workplaces, then the employee and or the Federation may raise the matter with an appropriate officer at the institute

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level with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.

1.1.4 Where the procedures in paragraph 42.1.3 do not lead to resolution of the dispute, the matter shall be referred to the Deputy Director-General Workforce Management and Systems Improvement of the Department and the General Secretary of the Federation. They or their nominees shall discuss the dispute with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.

1.2 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales.

2. No Further Claims

2. Except as provided by the Industrial Relations Act 1996, prior to 31 December 2011, there shall be no further claims by the parties to this Award for changes to salaries, rates of pay, allowances, or conditions of employment in relation to matters expressly contained in this Award subject to the following:

2.1 The parties may make claims with respect to matters prescribed in clause 6 of this section of the Award - Further Employee Related Reform Measures and Cost Savings, and may seek to have those matters arbitrated by the Industrial Relations Commission.

3. Anti-Discrimination

3.1 It is the intention of the parties bound by this Award to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

3.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed under clause 1 of this section of the Award, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Award are not directly or indirectly discriminatory in their effects. It shall be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Award which, by its terms or operation, has a direct or indirect discriminatory effect.

3.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.

3.4 Nothing in this clause is to be taken to affect:

3.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;

3.4.2 offering or providing junior rates of pay to persons under 21 years of age;

3.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977; and

3.4.4 a party to this Award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

3.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

4. Occupational Health and Safety

4. (i) For the purposes of this clause, the following definitions shall apply:
1. A "labour hire business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which has as its business function, or one of its business functions, to supply staff employed or engaged by it to another employer for the purpose of such staff performing work or services for that other employer.
 2. A "contract business" is a business (whether an organisation, business enterprise, company, partnership, co-operative, sole trader, family trust or unit trust, corporation and/or person) which is contracted by another employer to provide a specified service or services or to produce a specific outcome or result for that other employer which might otherwise have been carried out by that other employer's own employees.
4. (ii) If the employer engages a labour hire business and/or a contract business to perform work wholly or partially on the employer's premises, the employer shall do the following (either directly, or through the agency of the labour hire or contract business):
1. consult with employees of the labour hire business and/or contract business regarding the workplace occupational health and safety consultative arrangements;
 2. provide employees of the labour hire business and/or contract business with appropriate occupational health and safety induction training including the appropriate training required for such employees to perform their jobs safely;
 3. provide employees of the labour hire business and/or contract business with appropriate personal protective equipment and/or clothing and all safe work method statements that they would otherwise supply to their own employees; and
 4. ensure employees of the labour hire business and/or contract business are made aware of any risks identified in the workplace and the procedures to control those risks.
4. (iii) Nothing in this clause is intended to affect or detract from any obligation or responsibility upon a labour hire business arising under the Occupational Health and Safety Act 2000 or the Workplace Injury Management and Workers Compensation Act 1998.
4. (iv) Disputes Regarding the Application of this Clause
- Where a dispute arises as to the application or implementation of this clause, the matter shall be dealt with pursuant to the disputes resolution procedures of this award.
4. (v) This clause has no application in respect of organisations which are properly registered as Group Training Organisations under the Apprenticeship and Traineeship Act 2001 (or equivalent interstate legislation) and are deemed by the relevant State Training Authority to comply with the national standards for Group Training Organisations.

5. Area, Incidence and Duration

- 5.1 This Award covers all teachers and related employees in TAFE and employees of Bradfield College and the Childrens Centres. This Award does not cover educational staff employed at the TAFE NSW - Riverina Institute National Aerospace Training Centre of Excellence (NATCOE) based at the RAAF base Wagga Wagga.

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- 5.2 This award has been reviewed in accordance with section 19 of the Industrial Relations Act 1996 and it rescinds and replaces the *Crown Employees (Teachers in TAFE and Related Employees) Salaries and Conditions Award 2009*, the *Crown Employees (Teachers in TAFE Children's Centres) Salaries and Conditions Award 2005* and the *Bradfield College (Department of Education and Training) Salaries and Conditions Award 2006* and all variations thereof.
- 5.3 This Award shall commence on and from 1 January 2009 and remain in force until 31 December 2011.

6. Further Employee Related Reform Measures and Cost Savings

- 6.1 In order to fund the salary increases provided under this award, including the salary increases for Bradfield College and the TAFE Children's Centres, the parties have committed to the identification and implementation of further employee related reform measures and cost savings to improve operational efficiency and competitiveness.
- 6.2 The parties agree to consider a range of initiatives, including direct teaching hours of work of TAFE teachers and time credit hours to fund the salary increases beyond 2.5% each year to the extent not already achieved by the employee related reform measures and cost savings already agreed and implemented by the parties.
- 6.3 Should the parties not identify the necessary employee related reform measures and cost savings or should any dispute arise during the process, the parties acknowledge and commit to take all necessary steps so that the Industrial Relations Commission shall arbitrate on and determine the employee related cost savings to fund the salary increases under this award.

7. Employment under Two or More Sections of Award

A person may be employed under more than one section of this award. Unless otherwise specified in this Award, if a person is employed under more than one section of the award, employment under each section will constitute separate employment entitling the employee to separate remuneration and entitlements as prescribed under each section.

8. Deduction of Union Membership Fees

- 8.1 The Federation shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the Federation in accordance with the Federation's rules.
- 8.2 The Federation shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Federation fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 8.3 Subject to (8.1) and (8.2) above, the employer shall deduct Federation 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.
- 8.4 Monies so deducted from employees' pay shall be forwarded regularly to the Federation together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.

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- 8.5 Unless other arrangements are agreed to by the employer and the Federation, all Federation membership fees shall be deducted on a fortnightly basis.
- 8.6 Where an employee has already authorised the deduction of Federation 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.

SCHEDULE 1

Common Incremental Salary Scale – TAFE

The following salary scale applies to: teachers; education officers (TAFE); counsellors; adult literacy officers, and assistant outreach coordinators:

Current salary steps	Salary From the first pay period to commence on or after 1.1.2009	Salary From the first pay period to commence on or after 1.1.2010	Salary From the first pay period to commence on or after 1.1.2011
Increase	4.4%	3.8%	3.8%
Step 13	78,667	81,656	84,759
Step 12	71,769	74,496	77,327
Step 11	69,047	71,671	74,394
Step 10	66,332	68,853	71,469

SCHEDULE 2

Allowances - TAFE

Additional Responsibility Allowances	Rates From the first pay period to commence on or after 1.1.2009	Rates From the first pay period to commence on or after 1.1.2010	Rates From the first pay period to commence on or after 1.1.2011
	\$		
Increase	4.4%	3.8%	3.8%
Teacher nominated as teacher in charge pa	3,532	3,666	3,805
Counsellor nominated as counsellor in charge pa	1,570	1,630	1,692
Part time casual teachers teaching within a correctional centre (per hour)	1.53	1.59	1.65

SCHEDULE 3

Locality Allowances

1. Definitions

1.1 For the purposes of this schedule:

- 1.1.1 "Dependent child" means, unless otherwise defined in the TAFE section of the Award, 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

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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 subparagraph (iv) of this paragraph 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 subparagraph (iv) of this paragraph 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 subparagraphs (i) and (ii) of this paragraph, the amounts which travel costs and charges must exceed are as follows:

From the first pay period to commence on or after 1.1.2009	From the first pay period to commence on or after 1.1.2010	From the first pay period to commence on or after 1.1.2011
\$	\$	\$
28	29	30

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.

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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 the TAFE section of this Award.

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 2.4 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 2.4 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	Rates	Rates
		From the first pay period to commence on or after 1.1.2009	From the first pay period to commence on or after 1.1.2010	From the first pay period to commence on or after 1.1.2011
		Per annum \$		
Increase		4.4%	3.8%	3.8%
2.1	Teacher without dependent partner	1,090	1,131	1,174
	Teacher with dependent partner	1,288	1,337	1,388
2.2	Teacher without dependent partner	551	572	594
	Teacher with dependent partner*	735	763	792

* 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 -

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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 1.1.2009	Rates From the first pay period to commence on or after 1.1.2010	Rates From the first pay period to commence on or after 1.1.2011
	Per annum \$		
Increase	4.4%	3.8%	3.8%
1	3,580	3,716	3,857
2	3,221	3,343	3,470
3	2,861	2,970	3,083
4	2,506	2,601	2,700
5	2,146	2,228	2,313
6	1,792	1,860	1,931
7	1,433	1,487	1,544
8	1,076	1,117	1,159
9	721	748	776
10	358	372	386

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 1.1.2009	Rates From the first pay period to commence on or after 1.1.2010	Rates From the first pay period to commence on or after 1.1.2011
Per annum \$			
Increase	4.4%	3.8%	3.8%
Group 1	428	444	461
Group 2	374	388	403
Group 3	316	328	340
Group 4	260	270	280
Groups 5 and 6	207	215	223

Group	2nd and subsequent dependent child		
	Rates From the first pay period to commence on or after 1.1.2009	Rates From the first pay period to commence on or after 1.1.2010	Rates From the first pay period to commence on or after 1.1.2011
Per annum \$			

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Increase	4.4%	3.8%	3.8%
Group 1	288	299	310
Group 2	237	246	255
Group 3	177	184	191
Group 4	125	130	135
Groups 5 and 6	67	70	73

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 1.1.2009	Rates From the first pay period to commence on or after 1.1.2010	Rates From the first pay period to commence on or after 1.1.2011
	Per annum \$		
Increase	4.4%	3.8%	3.8%
Groups 1, 2 and 3	1,924	1,997	2,073
Groups 4, 5 and 6	965	1,002	1,040

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 covered by 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 set out in Determination 21 referred to in paragraph 5.1.2 of subclause 5.1 of this clause, except that

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the amount of overnight expenses shall be as set out in subclause 5.3 below, subject to 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:

From the first pay period to commence on or after 1.1.2009	From the first pay period to commence on or after 1.1.2010	From the first pay period to commence on or after 1.1.2011
\$	\$	\$
34	35	36

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

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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 1.1.2009 \$	From the first pay period to commence on or after 1.1.2010 \$	From the first pay period to commence on or after 1.1.2011 \$
28	29	30

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 Marital Status (Payment of Allowances Regardless of Marital Status).

- 7.1 Subject to subclause 7.2 of this clause, where a married couple 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

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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 includes a teacher entitled to allowances under the agreement and a person entitled to a similar allowance pursuant to the Crown Employees (Public Service Conditions of Employment) Award 2002 published 21 March 2003 (338 I.G. 837) as varied, or its successor, the teacher shall only receive the difference between that allowance and the married couple 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 Federation;

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 Federation;

8.2.2 elect its own chairperson, who shall not have a casting vote;

8.2.3 be permitted to act in the absence of any member, provided more than one half of the members are present; and

8.2.4 by its creation and operation not affect the exercise of the powers and functions of any tribunal constituted under the Industrial Relations Act 1996.

APPENDIX A

ALLOWANCE FOR ISOLATION FROM SOCIO ECONOMIC GOODS AND SERVICES

Groupings of Campuses

Group 1	Menindee Centre TAFE , Wilcannia TAFE
Group 2	Goodooga TAFE, Lightning Ridge Centre TAFE
Group 3	Brewarrina TAFE
Group 4	Bourke TAFE
Group 5	Boggabilla TAFE
Group 6	Cobar TAFE, Coomealla TAFE, Dunedoo TAFE Nyngan TAFE , Warren TAFE

SCHEDULE 4

Salary Scales - Promotion Classifications - TAFE

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Classification	Rates From the first pay period to commence on or after 1.1.2009	Rates From the first pay period to commence on or after 1.1.2010	Rates From the first pay period to commence on or after 1.1.2011
	Per annum \$		
Increase Cluster Manager and Manager, Education and Training Resource Centre	4.4% 125,902	3.8% 130,686	3.8% 135,652
Principal Education Officer and Program Manager and Curriculum Manager	117,312	121,770	126,397
Quality Assurance Coordinator	110,536	114,736	119,096
Chief Education Officer	104,706	108,685	112,815
Senior Education Officer and Senior Counsellor			
Step 2	96,274	99,932	103,729
Step 1	93,947	97,517	101,223
Senior Head Teacher (old classification)			
Step 2	96,274	99,932	103,729
Step 1	93,947	97,517	101,223
Head Teacher			
Band 2	93,947	97,517	101,223
Band 1	86,466	89,752	93,163
Head Teacher (old classification)			
Step 2	90,006	93,426	96,976
Step 1	86,466	89,752	93,163
Special Program coordinator			
Step 2	90,006	93,426	96,976
Step 1	86,466	89,752	93,163

SCHEDULE 5

TAFE 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 that college/campus nominated by the employer or nominee for the teacher, or that college/campus where the major part of the teacher's approved program is performed.

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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 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.

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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:

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

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 9 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.

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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.

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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 9 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, GREAT appeals and hearings.

6.3 The rate paid is that specified in clause 9 of this Schedule.

7. Payment of 2601 cc Or More Motor Vehicle Rate

7.1 Where the teacher's normal duties are performed within the Sydney Region (as defined by the Department of Planning) the maximum per kilometre rate payable shall be the 1601 to 2600 cc rate.

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- 7.2 Where the official travel, in whole or in part, is outside the Sydney Region, consideration shall be given to payment of the 2601 cc or more rate in respect of a vehicle with an engine capacity of 2601 cc or more. Such consideration shall be related to the total annual distance travelled by the teacher on official business, the terrain and other factors advanced by the teacher as relevant.
- 7.3 Provided that the provisions of subclauses 7.1 and 7.2 above shall not apply to teachers who have an existing approval for payment of the previous above 2700 cc rate arising from clause 4 (b) (i) of Industrial Agreement 7036 of 1983.

8. Daily Deduction

- 8.1 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
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.

- 8.2 Provided that when the above deduction in subclause 8.1 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

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

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- 8.4 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.
- 8.4.1 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.
- 8.4.2 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.
- 8.5 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.
- 8.6 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.

9. Official Business and Casual Rates

Clause of Schedule which applies	Rate/Vehicle Engine Capacity	Cents Per Km	
		0 - 8,000 km per annum	8,001 km or more per annum
5	Official Business Rate		
	1600 cc or less	55.3	23.1
	1601 - 2600 cc	77.3	27.4
	2601 cc or more	83	29.5
6	Casual Rate		
	1600 cc or less	23.1	
	1601 - 2600 cc	27.4	
	2601 cc or more	29.5	

Provided that these rates shall be adjusted pursuant to the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 published 10 March 2006 357 I.G. 1108 or its successor as amended from time to time or in accordance with the rates as approved from time to time by the Director-General of the Department of Premier and Cabinet.

SCHEDULE 6

Strategies for Maximising Annual Student Hours in TAFE

1. Annual Student Hours (Ash) Shall be Maximised By Utilising a Range of Strategies. If Requested, Consultation Shall Occur at the Local Level Between the Teaching Section and Their Line Manager Regarding Educational Soundness, Access and Equity, Appropriate Resources and Occupational Health and Safety.
2. Such strategies include:
 - 2.1 Ensuring that all available student places are filled.

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- 2.2 Continual or "topping up" of enrolments as students meet module outcomes or units of competence and move out of the class. This shall result in an increased output of students.
- 2.3 Continual or "topping up" of enrolments to replace enrolled students who have not commenced the course, or who have officially withdrawn from modules or who have been absent from class without notice for four consecutive weeks.
- 2.4 Enrolment of students in modules to undertake the additional training and education required to achieve competency against the module outcome or unit of competence following successful assessment for Recognition.
- 2.5 Establishing quality partnerships with industry which may result in a proportion of the program being workplace training and assessment, conducted by TAFE approved industry personnel in accordance with an agreed quality assurance process.
- 2.6 Utilising a variety of delivery modes that are appropriate to the particular learning situation, including the needs of students.
- 2.7 Core enrolment times shall continue to occur at the start of each semester. These shall be supplemented by continual or "topping up" of enrolments as outlined above.
- 2.8 Extending enrolments and commencements beyond the core enrolment times at the start of each semester and staggering enrolments and commencement times across the full year.
- 2.9 Teachers and head teachers shall employ best practice in student administration by ensuring that all activities for which they are responsible are correctly recorded and credited including the completion of enrolment adjustment forms.
- 2.10 Enrolling in the initial enrolment period up to an additional three students over and above the student teacher ratios in a subject/module, where the subject/module has a history of attrition, based on institute data.

Schedule 7 - Rates of pay - Part time Casual Teachers, Coordinators and Counsellors and Contract Teachers (OTEN)

	Salary From the first pay period to commence on or after 1.1.2009	Salary From the first pay period to commence on or after 1.1.2010	Salary From the first pay period to commence on or after 1.1.2011
	Per hour \$		
Increase	2.5%	2.5%	2.5%
Teaching Duties	66.48	68.14	69.84
Co-ordination/Consultancy Duties	62.50	64.06	65.66
Duties Other Than Teaching (DOTT)	52.49	53.80	55.15
Part time Casual Counsellors	53.49	54.83	56.20
	Open Training and Education Network Contract Teachers Per Unit (\$)		
Contract Teaching Duties	18.47	18.93	19.40

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Schedule 8 - Early Childhood Teachers - Salaries

The following minimum annual salaries shall apply with effect from the beginning of the first pay period commencing on or after the date specified in each column

Three Year Trained Teachers	1 January 2009 4.4% \$	1 January 2010 3.8% \$	1 January 2011 3.8% \$
Step 1	47,327	49,125	50,992
Step 2	49,737	51,627	53,589
Step 3	52,338	54,327	56,391
Step 4	54,738	56,818	58,977
Step 5	57,230	59,405	61,662
Step 6	60,000	62,280	64,647
Step 7	61,510	63,847	66,273
Step 8	63,003	65,397	67,882
Step 9	65,514	68,004	70,588
Step 10	68,130	70,719	73,406
Step 11	69,967	72,626	75,386
Four Year Trained Teachers	1 January 2009 4.4% \$	1 January 2010 3.8% \$	1 January 2011 3.8% \$
Step 1	50,325	52,237	54,222
Step 2	53,444	55,475	57,583
Step 3	56,448	58,593	60,820
Step 4	59,778	62,050	64,408
Step 5	62,880	65,269	67,749
Step 6	65,514	68,004	70,588
Step 7	68,130	70,719	73,406
Step 8	71,083	73,784	76,588
Step 9	73,925	76,734	79,650

Schedule 9 - Early Childhood Directors - Allowances

The following minimum rates shall apply with effect from the beginning of the first full pay period commencing on or after the date specified in each column.

Units	1 January 2009 4.4% Per annum \$	1 January 2010 3.8% Per annum \$	1 January 2011 3.8% Per annum \$
1 to 6 employees	8,690	9,020	9,363
7 to 12 employees	10,514	10,914	11,329
13 to 16 employees	12,800	13,286	13,791
17 or more employees	13,898	14,426	14,974

Schedule 10 – Early Childhood Teacher in Charge - Allowances

The following minimum rates shall apply with effect from the beginning of the first full pay period commencing on or after the date specified in each column.

Units	1 January 2009 4.4% Per annum \$	1 January 2010 3.8% Per annum \$	1 January 2011 3.8% Per annum \$

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1 to 6 employees	4,347	4,512	4,683
7 to 12 employees	5,257	5,457	5,664
13 to 16 employees	6,400	6,643	6,895
17 or more Employees	6,950	7,214	7,488

Schedule 11 - Bradfield College Annual Salaries

Classification	Salary from the first pay period to commence on or after	Salary from the first pay period to commence on or after	Salary from the first pay period to commence on or after
	1.1.09 \$	1.1.10 \$	1.1.11
Increase	4.4 %	3.8%	3.8%
Teacher Level A	61,778	64,126	66,563
Teacher Level B	66,181	68,696	71,306
Teacher Level C	70,217	72,885	75,655
Teacher Level D	72,970	75,743	78,621
Teacher Level E	78,476	81,458	84,553
Teacher Level F	86,899	90,201	93,629
Learning Coordinator	97,787	101,503	105,360
Assistant Director	107,566	111,654	115,897

Schedule 12 - Bradfield College Hourly Rates for Casual Teachers, Co-ordinators and Counsellors

	Hourly rate as from the first pay period to commence on or after	Hourly rate as from the first pay period to commence on or after	Hourly rate as from the first pay period to commence on or after
	1.1.09 \$	1.1.10 \$	1.1.11 \$
	2.5%	2.5%	2.5%
Teaching Duties	66.48	68.14	69.84
Co-ordination/ Consultancy Duties	62.50	64.06	65.66
Counsellors	53.49	54.83	56.20
Duties Other Than Teaching (DOTT)	52.49	53.80	55.15

Schedule 13 - Bradfield College Team Leader Allowance

	Rate as from the first pay period to commence on or after	Rate as from the first pay period to commence on or after	Rate as from the first pay period to commence on or after
	1.1.09 \$	1.1.10 \$	1.1.11 \$
Increase	4.4%	3.8%	3.8%

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Team Allowance per annum	Leader	3,863	4,010	4,162
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Schedule 14 – 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 or officers 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. 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

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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 the College 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:

$$\text{Annual salary} \times \frac{7}{365} \times \frac{1}{35}$$

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 9 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

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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,

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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.

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- 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 9 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, GREAT appeals and hearings.
- 6.3 The rate paid is that specified in clause 9 of this Schedule.
7. Payment of 2601 cc or more Motor Vehicle Rate -
- 7.1 Where the teacher's normal duties are performed within the Sydney Region (as defined by the Department of Planning) the maximum per kilometre rate payable shall be the 1601 to 2600 cc rate.
- 7.2 Where the official travel, in whole or in part, is outside the Sydney Region, consideration shall be given to payment of the 2601 cc or more rate in respect of a vehicle with an engine capacity of 2601 cc or more. Such consideration shall be related to the total annual distance travelled by the teacher on official business, the terrain and other factors advanced by the teacher as relevant.
- 7.3 Provided that the provisions of subclauses 7.1 and 7.2 above shall not apply to teachers who have an existing approval for payment of the previous above 2700 cc rate arising from clause 4 (b) (i) of Industrial Agreement 7036 of 1983.
8. Daily Deduction -
- 8.1 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

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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.

- 8.2 Provided that when the above deduction in subclause 8.1 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

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

- 8.4 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.

8.4.1 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.

8.4.2 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.

- 8.5 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.

- 8.6 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.

9. Official Business and Casual Rates -

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Clause of Schedule which applies	Rate/Vehicle Engine Capacity	Cents Per Km	
		0 - 8,000 km per annum	8,001 km or more per annum
5	Official Business Rate		
	1600 cc or less	55.3	23.1
	1601 - 2600 cc	77.3	27.4
	2601 cc or more	83	29.5
6	Casual Rate		
	1600 cc or less	23.1	
	1601- 2600 cc	27.4	
	2601 cc or more	29.5	

Provided that these rates shall be adjusted pursuant to the Crown Employees (Public Service Conditions of Employment) Reviewed Award 2006 published 10 March 2006 (357 I.G. 1108) or its successor as amended from time to time or in accordance with the rates as approved from time to time by the Director-General of the Department of Premier and Cabinet.