

TAFE COMMISSION OF NSW INSTITUTE MANAGERS ENTERPRISE AGREEMENT 2013

Clause No.	Subject Matter
1.	Coverage
2.	Date and Period of Operation
3.	Dictionary
4.	Dispute Resolution Procedures
5.	Deduction of Union Membership Fees
6.	No Further Claims
7.	Flexibility term
8.	Consultation
9.	Salary
10.	Hours of Work
11.	Lactation Breaks
12.	Training and Professional Development
13.	Right of Private Practice
14.	Appointment and Transfer
15.	Performance Management
16.	Appeal Rights
17.	Regression
18.	Discipline Process
19.	Deferred Salary Scheme
20.	Leave
21.	Leave for Matters Arising from Domestic Violence
22.	Qualification Requirements
23.	Locality/Remote Areas Allowance
24.	Industrial Rights
25.	Special Fitness and Hard to Fill

PART B

MONETARY RATES

Schedule 1 - Salaries

Schedule 2 - Performance Management for Institute
Managers

Schedule 3 - Allowances

1. Coverage

1.1 This Agreement covers staff employed by the Technical and Further Education Commission and Employees employed in the classifications under this Agreement.

2. Date and Period of Operation

- 2.1 This Agreement shall come into operation on the seventh day after approval by Fair Work Australia and its nominal expiry date will be 30 June 2015.
- 2.2 This Agreement operates to the exclusion of any Modern Award, Enterprise Agreement, Transitional Instrument or unregistered agreement that could otherwise apply.
- 2.3 No term of this Agreement will operate to exclude the National Employment Standards or any provision of the National Employment Standards.
- 2.4 This Agreement must be read in conjunction with TAFE policies, procedures and guidelines, including those referred to in this Agreement. These policies, procedures and guidelines do not form part of this Agreement. In the event of any inconsistency, the Agreement will prevail.

3. Dictionary

- 3.1 "Act" means the *Technical and Further Education Commission Act 1990*.
- 3.2 De Facto Partner" has the same meaning as the definition provided in Part 1-2, Division 2, the Dictionary of the *Fair Work Act 2009*
- 3.3 "Department" means the Department of Education and Communities.
- 3.4 "Domestic Violence" means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007*.
- 3.5 "Employee" means a person employed in a classification covered by this Agreement.
- 3.6 "Employer" means the Technical and Further Education Commission.
- 3.7 "Household" is defined as one or more persons usually resident in the same private dwelling.
- 3.8 "Human Resources Manager" means a person employed as such.
- 3.9 "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.
- 3.10 "Institute Manager" means all persons permanently or temporarily employed as educational leaders and administrative Managers in TAFE within the classification of Institute Manager as provided for in this Agreement. Institute Managers have supervisory responsibility for administrative and/or educational programs and/or staff.
- 3.11 "Institute Director" means a person employed as such.

- 3.12 "Managing Director" means the Managing Director of TAFE NSW.
- 3.13 "Unions" means the Australian Education Union (New South Wales Branch) and the Community and Public Sector Union (SPSF Group - New South Wales Branch) having regard to their respective coverage.
- 3.14 "Semester" means the period commencing the first day where teachers return generally from the Christmas or the midyear vacation period, and ending on the last day of the next following midyear or Christmas vacation periods.
- 3.15 "TAFE", "TAFE Commission" or "TAFE NSW" means the Technical and Further Education Commission i.e. the TAFE Commission.
- 3.16 "Time off in lieu" means that period of approved time (hours or days) taken by an Institute Manager to make up for a period or periods of work beyond the standard working hours to undertake the performance of their duties.

4. Dispute Resolution Procedures

- 4.1 The TAFE Commission and its Employees have an interest in the proper application of this Agreement and in minimising and settling disputes about matters in this Agreement in a timely manner.
- 4.2 Where a dispute arises in relation to:
- 4.2.1 a matter under this Agreement; or
 - 4.2.2 the National Employment Standards;
- it will be dealt with in accordance with the procedures set out in this clause.
- 4.3 An Employer or Employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 4.4 In the first instance Employee(s) or their appointed representative(s), must notify the appropriate representative of management of the dispute in writing ('the dispute notification'). An appropriate representative of management may be the relevant line manager or if the employee believes the line manager is not appropriate the Employee may ask the Human Resources Manager to refer the matter to another officer.
- 4.5 The dispute notification must be in writing and include details of the dispute. The dispute notification should also make reference to clause(s) of the Agreement or the National Employment Standard in relation to which the dispute has arisen and indicate the resolution(s) sought. A copy of the dispute notification will be sent to the Human Resources Manager. The Employee(s), Employee representative(s) if one has been appointed, and management

representative(s) will meet within five working days, unless otherwise agreed, in an effort to resolve the dispute.

- 4.6 Where after the completion of subclause 4.5 the dispute remains unresolved, the matter may be referred in writing to the next level of management. A meeting must be held within five working days of the dispute being referred in a further effort to resolve the dispute, unless otherwise agreed.
- 4.7 Where a dispute is not resolved following the steps in sub-clauses 4.5 and 4.6, the matter may be referred by either party to the dispute to Fair Work Australia for resolution by mediation and/or conciliation and, if necessary arbitration.
- 4.8 If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act.
- 4.9 The parties agree to be bound by and implement any decision of Fair Work Australia subject to either party exercising a right of appeal against the decision of Fair Work Australia to the Full Bench.
- 4.10 Until the dispute resolution procedures referred to at subclauses 4.1 to 4.9 have been exhausted:
 - 4.10.1 work shall continue in the normal manner;
 - 4.10.2 no industrial action shall be taken by a party to the dispute in respect of the matter that is the subject of the dispute;
 - 4.10.3 the parties to the dispute shall not take any other action likely to exacerbate the dispute.

5. Deduction of Union Membership Fees

- 5.1 The Union shall provide the Employer with a schedule setting out Union fortnightly membership fees payable by members of the Union in accordance with the Union's rules.
- 5.2 The Union shall advise the Employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Union fortnightly membership fees payable shall be provided to the Employer at least one month in advance of the variation taking effect.
- 5.3 Subject to subclauses 5.1 and 5.2 above, the Employer shall deduct fortnightly membership fees from the pay of any Employee who is a member of the Union in accordance with the Union's rules, provided that the Employee has authorised the Employer to make such deductions.
- 5.4 Monies so deducted from Employees' pay shall be forwarded regularly to the Union together with all necessary information to enable the Union to reconcile and credit subscriptions to Employees' Union membership accounts.

- 5.5 Unless other arrangements are agreed to by the Employer and the Union, all Union membership fees shall be deducted on a fortnightly basis.
- 5.6 Where an Employee has already authorised the deduction of Union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the Employee to make a fresh authorisation in order for such deductions to continue.

6. No Further Claims

- 6.1 Prior to 30 June 2015 there shall be no further claims with respect to this Agreement for changes to salaries, rates of pay, allowances, or conditions of employment in relation to matters expressly contained in this Agreement.
- 6.2 The parties recognise that the 2.5% salary increase payable under this Agreement from the first full pay period commencing on or after 1 January 2015, represents the total increase in accordance with the NSW Government Wages Policy for the 2015 calendar year.

7. Flexibility

- 7.1 The Employer and an Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- 7.1.1 the agreement deals with 1 or more of the following matters:
- (a) Salary Packaging – an Employee may elect a salary packaging arrangement in accordance with Clause 9.2 of this Agreement;
 - (b) Hours of Work – an Employee may elect to vary arrangements about when work is performed in accordance with Clause 10 of this Agreement;
 - (c) Deferred Salary Scheme – an Employee may elect to defer their salary in accordance with Clause 19 of this Agreement.
- 7.1.2 the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in 7.1.1; and
- 7.1.3 the arrangement is genuinely agreed to by the Employer and Employee.
- 7.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and

- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 7.3 The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Employer and Employee; and
 - (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 7.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 7.5 The Employer or Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the Employer and Employee agree in writing at any time.

8. Consultation

8.1 Consultation term

This term applies if:

- (a) the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (b) the change is likely to have a significant effect on Employees of the enterprise.
- 8.2 The Employer must notify the relevant Employees of the decision to introduce the major change.
- 8.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

- 8.4 If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a representative, including a Union representative, for the purposes of consultation; and
 - (b) the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative and allow them the same rights to consultation and access to documentation as conferred on an Employee under this clause.
- 8.5 As soon as practicable after making its decision, the Employer must:
- (a) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (b) for the purposes of the discussion — provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.
- 8.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 8.7 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 8.8 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in subclauses 8.2, 8.3 and 8.5 are taken not to apply.
- 8.9 In this term, a major change is likely to have a significant effect on Employees if it results in:
- (a) the termination of the employment of Employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of Employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or

- (e) the need to retrain Employees; or
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

8.10 In this term, relevant Employees means the Employees who may be affected by the major change.

8.11 Positions which have been affected by workplace change will be managed in accordance with the NSW Government's Managing Excess Employees Policy.

8.11.1 Positions not filled through the provisions of 8.11 of this Agreement shall be filled as follows:

- a) Displaced/Excess Staff – The Regional Human Resources Manager will determine if there are any suitable vacancies using the corporate employee service centre weekly vacancy spreadsheet. The manager will then proceed in accordance with the procedures at 8.11 above.
- b) Regression – Where the position has not been filled by the preceding steps Institute Managers who are seeking regression will be eligible for priority consideration for appointment to vacant positions. Further details are contained in TAFE's Transfer and Regression policy.
- c) Staff Selection (Recruitment) Action – Where no appointment has been made through the process identified at 8.11.1 a) and b), the position will be advertised in TAFE.
- d) Staff Selection (Recruitment) Action – Where no appointment has been made through the processes identified in subclauses 8.11.1.a), b) and c) the position will be advertised externally.

8.11.2 Nothing in 8.11.1 shall limit the appeal rights of Institute Managers which are set out in clause 16 of this Agreement.

9. Salary

9.1 Salaries for Institute Managers under this Agreement are as provided for in Schedule 1, Salaries, of Part B.

9.2 Salary Packaging

For the purposes of this clause "salary" means the salary or rates of pay prescribed for the Employee's classification by Schedule 1 of this Agreement

and any allowances paid to an Employee which form part of the Employee's salary for superannuation purposes.

9.2.1 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:

- (a) a motor vehicle (whether on a business/private split in accordance with subclause 9.3 or a novated lease under the Employer's salary packaging scheme) and;
- (b) the full range of benefits under the Employer's salary packaging scheme, provided that no Institute Manager may package more than one motor vehicle at any given time whether on a business/private split in accordance with subclause 9.3 or a novated lease under the employer's salary packaging scheme.

9.2.2 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.

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

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

- (a) any fringe benefits tax liability arising from a salary packaging arrangement; and
- (b) any administrative fees.

9.2.5 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:

- (a) Superannuation Guarantee Contributions;

- (b) any salary-related payment including but not limited to allowances and workers compensation payments; and
- (c) payments made in relation to accrued leave paid on termination of the Employee's employment or on the death of the Employee.

9.3 The motor vehicle benefit provided for in sub-clause 9.2.1 provides the Institute Manager with access to the use of a motor vehicle on a business/private basis in accordance with relevant TAFE policy.

10. Hours of Work

10.1 A flexible and adaptive approach in relation to working hours and working arrangements will be adopted which recognises the professionalism of Institute Managers and allows that:

10.1.1 standard working hours shall be 35 hours per week. The pattern of attendance shall be agreed between an individual Institute Manager and their line manager;

10.1.2 Institute Managers shall not be directed to work more than 35 hours in any one week;

10.1.3 where work has been negotiated with and approved by the line manager to be performed beyond standard working hours, Institute Managers are entitled to Time off in lieu to compensate for additional hours worked. Time off in lieu arrangements are to be negotiated and approved by the line manager in advance and to be taken to meet the operational requirements of the Institute and the personal needs of the Institute Manager;

10.1.4 in recognition of the professional nature of the work the parties agree that time off in lieu does not accrue in any one week until three additional hours have been worked, and then it accrues at the rate of one hour for every hour worked. Where a week includes a public holiday, Time off in lieu is to be worked out pro-rata;

10.1.5 Time off in lieu may be taken in single, multiple or part days within one semester of accrual. In extenuating circumstances, an Institute Manager may, with the approval of their line manager and taking into account the needs of the Institute, accrue Time off in lieu in excess of a semester;

10.1.6 line Managers are responsible for recording and/or reporting of Time off in lieu taken by Institute Managers. Institute Managers shall have access to these records, which shall be made available on request.

11. Lactation Breaks

- 11.1 This clause applies to employees who are lactating mothers. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this Agreement.
- 11.2 A full time employee or a part time employee working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day.
- 11.3 A part time employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
- 11.4 A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.
- 11.5 The employer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 11.6 Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- 11.7 Employees experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- 11.8 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise sick leave in accordance with subclause 20.3, Sick Leave of this Agreement, or access to the flexible working hours scheme provided in clause 10, Hours of Work of this Agreement, where applicable.

12. Training and Professional Development

- 12.1 The Employer confirms a commitment to training and development for Institute Managers. Institute Managers recognise their obligation to maintain and update their professional skills for the benefit of TAFE students and staff.

- 12.2 The Employer will continue to participate in initiatives to identify competencies for Institute Managers in consultation with relevant industry parties.
- 12.3 The Employer is committed to providing access to and support for professional and management development training.
- 12.4 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 Institute Managers approved to undertake approved training and professional development programs.
- 12.5 Consistent with the above commitments, while there is no minimum time per annum to be allocated to professional development, Institute Directors should ensure that all Institute Managers undertake training and professional development related to their current and medium term development needs as identified by the performance agreement, the objectives of which are set out in Schedule 2 of Part B, Performance Management for Institute Managers. This does not preclude access to other professional development opportunities provided by the employer hereof.
- 12.6 Institute Managers employed as at the time of making of this Agreement with an existing balance of professional development time may utilise that time in accordance with clause 12.5 of this Agreement.

13. Right of Private Practice

- 13.1 Institute Managers may apply to their Institute Directors for the right of private practice in accordance with the Department's Private and Secondary Employment Policy.
- 13.2 Institute Managers may negotiate with their line manager to undertake some teaching as a part-time casual and/or OTEN contract teacher. The line manager shall consider such requests on a case by case basis having regard to the following factors:
- 13.2.1 the Institute Manager has expressed a wish to return to teaching on a full-time basis in the near future;
- 13.2.2 the Institute Manager requests such an arrangement in order to maintain and/or develop their educational and/or managerial effectiveness;
- 13.2.3 the Institute Manager possesses specialist knowledge/experience relevant to the Employer's educational needs.

14. Appointment and Transfer

- 14.1 The filling of vacant positions of Institute Manager will be by way of a competitive selection process based on merit, subject to the provisions of the TAFE NSW Recruitment and Staff Selection policy.
- 14.2 A person who is not an officer and is appointed to an Institute Manager's position shall be appointed for a minimum probationary period of one year. Confirmation of their position shall depend on completion of a satisfactory annual review, pursuant to Clause 15, Performance Management.
- 14.3 Nothing in this Agreement shall operate to remove the right of the Employer to transfer an Institute Manager to meet the operating needs of the Employer or remove existing rights to entitlements as provided in the Transferred Officers Compensation Managing Director of TAFE Determination No.4 of 2001.
- 14.4 Institute Managers who wish to seek transfer will be considered by the Employer on a case by case basis.
- 14.5 Where the Employer directs an Institute Manager to transfer, the Institute Manager shall have access to a Transfer Review Panel.
- 14.6 In assessing an application for transfer, the Institute Director or delegate will assess the Institute Manager's skills and other attributes against the selection criteria for the position and if matched, can directly appoint or if in doubt can proceed to merit selection.
- 14.7 The Institute Manager has no right of appeal for non-appointment should a transfer application not be approved.

15. Performance Management

- 15.1 The performance of Institute Managers will be reviewed annually under a performance management scheme, the objectives of which are set out in Schedule 2, Performance Management for Institute Managers, of Part B Monetary Rates.

16. Appeal Rights

- 16.1 Institute Managers have a right to appeal to the Managing Director where such appointment would involve a salary increase for the appellant. Such appeals will be managed in accordance with TAFE Institute Manager Appeal Procedures as agreed by TAFE NSW and the Unions.

17. Regression

- 17.1 Employees wishing to regress to positions below Institute Manager classifications should express their interest to the relevant Institute Director

who will consider the request, along with other such requests, whenever an appropriate vacancy occurs.

18. Discipline

18.1 Discipline will be managed in accordance with the Guidelines for the Management of Conduct and Performance NSW TAFE Commission Staff.

19. Deferred Salary Scheme

19.1 Institute Managers may seek to join the Employer's deferred salary scheme.

19.2 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.

19.3 The deferred salary scheme does not apply to temporary Institute Managers.

20. Leave

20.1 Annual Recreation leave –

20.1.1 Annual recreation leave shall be 4 weeks and taken in accordance with TAFE Policy.

20.1.2 Western Division staff accrue additional annual recreation leave in accordance with TAFE Policy.

20.2 Extended leave - Extended leave shall be in accordance with Section 22 of the Act.

20.3 Sick leave -

20.3.1 Sick leave at the rate of fifteen working days paid sick leave per calendar year i.e. 1 January to 31 December. The full annual entitlement is available from 1 January each year (not accrued on a monthly basis). The unused component of the annual entitlement is fully cumulative.

20.3.2 Where an Institute Manager requires sick leave additional to the annual or cumulative entitlement provided in sub clause 20.3.1 above in cases of long-term illness, they may apply to the employer for special sick leave. Such requests will be considered by the employer on a case-by-case basis.

20.4 Community Service Leave -

20.4.1 The Institute Director or nominee may grant paid Community Service Leave to an Institute Manager in accordance with the TAFE Policy - Special Leave, for periods when an Employee is:

- a) performing jury service; or
- b) acting as an Emergency Volunteer

20.5 Family and Community Service Leave -

20.5.1 The Institute Director or nominee may grant family and community service leave for the following purposes:

- (a) for reasons related to the family responsibilities of the Institute Manager; or
- (b) for reasons related to the performance of community service by the Institute Manager; or
- (c) for reasons of pressing necessity.

20.5.2.1 Quantum - The amount of family and community service leave available to an Institute Manager shall be either:

- (a) 2.5 days during the first year of service and five days in any period of two years after the first year; or
- (b) after two years of continuous service, one day of Family and Community Service Leave for each completed year of service less the total amount of family and community service leave previously granted to an Institute Manager;

whichever is the greater period.

20.5.2.2 Where such leave is exhausted, sick leave in accordance with subclause 20.6.1 may be used.

20.5.3 FACS leave is provided in addition to the entitlements under Personal/Carer's Leave and the TAFE Special Leave policy, which provides for paid leave for Jury service and for emergency service volunteers subject to the conditions outlined in the policy.

20.6 Personal/Carer's Leave -

20.6.1 Use of Sick Leave - An Institute Manager may use the available sick leave from the current year plus any accumulated sick leave to provide care or support for persons set out below who require care and support because of an illness, injury or unexpected emergency affecting the person. Such illness, injury or unexpected emergency shall be supported, if required, by a medical certificate or statutory declaration that the illness, injury or unexpected emergency is such as to require the care or support by another person for a specified period. The choice of medical certificate or statutory declaration is

the Institute Manager's. Neither the medical certificate nor statutory declaration is required to reveal the exact nature of the illness, or injury. Wherever practicable, prior notice of the intention to take leave should be given by the Institute Manager.

The entitlement to use sick leave in accordance with this subclause is subject to the person concerned being:

- (a) a spouse of the Institute Manager; or
- (b) a De Facto Partner of the Institute Manager ; or
- (c) 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 Institute Manager or spouse or de facto partner of the Institute Manager; or
- (d) a member of the Institute Manager's Household

20.6.2 Use of Other Leave - To care for an ill or injured family member, an Institute Manager may also use leave without pay if paid personal carer's leave has been exhausted with the consent of the Institute Director.

20.6.3 Use of Time in Lieu - To care for an ill or injured family member, an Institute Manager may also, with the Institute Director's consent, take accrued time in lieu as provided for in subclauses 10.1.4 and 10.1.5 of this Agreement.

20.7 Compassionate Leave -

20.7.1 An Institute Manager shall be entitled to up to two days paid Compassionate Leave on each occasion where a person prescribed in subclause 20.6.1 above, contracts, develops or sustains an illness or injury that poses a serious threat to his or her life or dies.

20.7.2 The Institute Manager must notify the Institute Director or nominee as soon as practicable of the intention to take compassionate leave and shall, if required by the Institute Director or nominee, provide to the satisfaction of the Institute Director or nominee proof of the relevant death, illness or injury.

20.7.3 Compassionate leave may be taken in conjunction with other leave available under this clause. In determining such a request the Institute Director or nominee shall give consideration to the circumstances of the Institute Manager and the reasonable operational requirements of TAFE.

21. Leave for Matters Arising from Domestic Violence

- 21.1 The definition of domestic violence is found in clause 3.4, of clause 3 Dictionary, of this Agreement;
- 21.2 Leave entitlements provided for in clause 20.3, Sick Leave, clause 20.5, Family and Community Service Leave, and clause 20.6, Personal/Carer's Leave, may be used by an employee experiencing domestic violence;
- 21.3 Where the leave entitlements referred to in subclause 21.2 are exhausted, the employer shall grant up to five days Special Leave per calendar year to be used for absences from the workplace to attend to matters arising from domestic violence situations;
- 21.4 The employer will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a Court, a Doctor, a Domestic Violence Support Service or Lawyer;
- 21.5 Personal information concerning domestic violence will be kept confidential by the agency;
- 21.6 The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

22. Qualification Requirements

- 22.1 Qualifications for positions shall accurately reflect the requirements of the position and conform to equal employment opportunity principles. Any artificial barriers to promotion should be removed.
- 22.2 The qualification requirements of positions shall be reviewed by the Employer from time to time in consultation with the Unions.

23. Locality/Remote Areas Allowance

- 23.1 Institute Managers currently receiving the allowances contained in Schedule 3, Allowances of Part B - Locality Allowances - Tables 1, 2 and 3, shall continue to receive these allowances for as long as they continue in their current position at their existing location. Institute Managers appointed on or after 29 May 2001 shall be paid the remote areas allowances as contained in Table 4 of Schedule 3 of Part B, Allowances as adjusted annually from 1 July in accordance with the changes in the Sydney Consumer Price Index (CPI) for the preceding year to March of that year, as reported by the Australian Bureau of Statistics.
- 23.2 Institute Managers currently receiving the remote areas allowance as contained in Table 4 of Schedule 3, Part B, Allowances shall continue to

receive this allowance while remaining in their current position at their existing location.

24. Industrial Rights

24.1 Union Representatives -

- 24.1.1 An accredited Union representative at the place in which he/she is employed shall, upon notification thereof to his/her employer, be recognised as an accredited Union representative.
- 24.1.2 An accredited Union representative shall be allowed the necessary time during working hours to interview the Employer or his/her representative on matters affecting Employees.
- 24.1.3 An accredited Union representative shall be allowed a reasonable period of time during working hours to interview a duly accredited Union official.

24.2 Consultative and Other Committee Work -

- 24.2.1 Where an Institute Manager is required by the Employer, nominated by the Union or otherwise selected by other Employees to participate in work-based consultative or like committees, the Employer shall provide such Employees with paid leave to attend to such matters.
- 24.2.2 In addition, where such committees unanimously agree to undertake a particular project consistent with its terms of reference, the Employer shall provide sufficient paid time to enable the Employee to undertake the project.

25. Special Fitness and Hard to Fill

- 25.1 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.
- 25.2 When a position has been identified as "hard to fill" in accordance with subclause 25.1 of this clause, 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.
- 25.3 Where job redesign has not been deemed to be appropriate, the employer or nominee may offer an allowance of up to ten per cent of the maximum salary of the position when it is next advertised.

25.4 The allowance will be paid to the selected applicant for as long as they remain in the advertised position.

PART B

MONETARY RATES

Schedule 1 - Salaries

Institute Managers	Salary from the first pay period to commence on or after 1.1.2013	Salary from the first pay period to commence on or after 1.1.2014	Salary from the first pay period to commence on or after 1.1.2015
Increase	2.5%	2.5%	2.5%
	\$	\$	\$
Level 1	121,914	124,962	128,086
Level 2	131,115	134,393	137,753
Level 3	138,017	141,467	145,004
Level 4	147,219	150,899	154,671
Level 5	156,420	160,331	164,339

SCHEDULE 2 - PERFORMANCE MANAGEMENT FOR INSTITUTE MANAGERS

1. Introduction

The scheme establishes a framework for individuals to plan their work performance and the provision of objective feedback. It also facilitates training and career development.

2. Objectives of Performance Management

The objectives of performance management are to support the professional development of Institute Managers and to enhance the performance of the employer. All Institute Managers shall participate in the scheme. The performance management scheme will provide an effective means for Institute Managers to understand, reflect upon and improve their performance through developmental processes and to understand the role, accountabilities and standards that are expected of them.

The performance management process is a collaborative process between the line manager and the Institute Manager. The line manager will exercise leadership by working together with the Institute Manager to implement the performance management scheme and to provide continuing support and feedback to the officer. The Institute Manager in consultation with the line manager will identify appropriate targets and monitor their progress, requesting assistance as needed.

The major outcomes of the performance management process will be the identification of developmental needs of the Institute Manager, the development strategies to support these needs, feedback on performance and achievements. The process will also enhance the productivity, effectiveness and efficiency of the employer to meet changing industry and community needs.

The objectives are to:

establish clear individual performance goals linked to, and consistent with, the Employer's goals and priorities and Institute's plans and objectives;

identify each Institute Manager's current and medium term development needs (in relation to the organisation and self), and career goals and develop strategies to support these needs;

assist with the achievement of the Employer's long term objectives and annual priorities;

provide for each Institute Manager, a valid basis for performance assessment against job-related criteria; and

provide job-related guidance and performance feedback in a continuing way.

The scheme will reflect and support the Employer's overall objectives as set out in:

TAFE's Strategic Plans;

annual priorities; and

Institutes' management plans.

The scheme is an ongoing process and consists of three major components:

developing the performance agreement;

review process; and

feedback.

Appropriate training will support implementation of the scheme.

SCHEDULE 3 - ALLOWANCES

1. Definitions - for the Purpose of this Schedule:

- 1.1 "Dependent child" means, unless otherwise defined in the Agreement, a child of which an Institute Manager is a parent and who is resident with and wholly maintained by such Institute Manager and either is under the age of sixteen years or is a full time student under the age of eighteen years or is completing their school studies up to and including Year 12.
- 1.2 "Dependent partner" means a person who is resident with and substantially reliant upon an Institute Manager for their financial support, being either the Institute Manager's spouse or a person whom the relevant Institute Director or nominee is satisfied is cohabiting otherwise than in marriage with the Institute Manager in a permanent de facto and bona fide domestic relationship.
- 1.3 "Married couple" means and shall include an Institute Manager and their spouse or a person whom the relevant Institute director or nominee is satisfied is cohabiting otherwise than in marriage in a permanent de facto and bona fide domestic relationship.

Table 1 - Locality Allowances - Climatic

Climatic Allowances (Hot Summer Temperatures)	TAFE Colleges or TAFE Campuses located in the Western Division of New South Wales at the following locations: Boggabilla, Bourke, Nyngan, Walgett, Warren, Wilcannia		
	From the first pay period commencing on or after 1.1.2013	From the first pay period commencing on or after 1.1.2014	From the first pay period commencing on or after 1.1.2015
Increase	2.5%	2.5%	2.5%
Single or married with independent non-teaching Partner	1,233	1,264	1,296
Married with dependent partner	1,458	1,494	1,531
Married with teaching partner	731	749	768

Isothermic (Cold Winter Temperatures)	TAFE Colleges or TAFE Campuses within a zone of New South Wales established by the 0° Celsius July Average Minimum Temperatures at the following locations: Armidale, Bathurst, Cooma, Glenn Innes, Inverell, Tenterfield		
	From the first pay period commencing on or after 1.1.2012		
Single or married with independent non-teaching Partner	624	640	656
Married with dependent partner	831	852	873
Married with teaching partner	417	427	438

Table 2 - Locality Allowances - Isolation from Socio-economic Goods and Services

Isolation from Socio-Economic Goods and Services Allowance	2.5% from the first pay period to commence on or after 1.1.2013	2.5% from the first pay period to commence on or after 1.1.2014	2.5% from the first pay period to commence on or after 1.1.2015
Single or married with independent non-teaching or teaching partner			
	\$	\$	\$
Wilcannia	3,645	3,736	3,829
Goodooga	3,239	3,320	3,403
Brewarrina	1,623	1,664	1,706
Bourke	1,219	1,249	1280
Boggabilla	817	837	858
Cobar, Dunedoo, Nyngan, Warren	406	416	426
Married with dependent partner			
Wilcannia	7,289	7,471	7658
Goodooga	6,479	6,641	6807
Brewarrina	3,245	3,326	3409
Bourke	2,434	2,495	2557
Boggabilla	1,630	1,671	1713
Cobar, Dunedoo, Nyngan, Warren	809	829	850
Dependent children for married Institute Manager with dependent partner			
Wilcannia			
First Child	422	433	444
Subsequent Child	268	275	282
Goodooga			
First Child	359	368	377
Subsequent Child	201	206	211
Dependent children for single or married Institute Manager with independent non- teaching or teaching partner			
Wilcannia			
First Child	211	216	221
Subsequent Child	134	137	140
Goodooga			
First Child	179	183	188
Subsequent Child	100	103	106

Table 3 - Locality Allowances - Motor Vehicles Depreciation

Motor Vehicles Depreciation	2.5% from the first pay period to commence on or after 1.1.2013	2.5% from the first pay period to commence on or after 1.1.2014	2.5% from the first pay period to commence on or after 1.1.2015
	\$	\$	\$
Applies to TAFE Colleges or TAFE Campuses at Wilcannia and Goodooga only	2,179	2,233	2,289

Remote Areas Allowance - Public Service Allowances

Table 4 - Remote Areas Allowance

1. Grade A Allowances	1. Grade B Allowances	1. Grade C Allowances
(a) With dependents: \$1,835 per annum	(a) With dependents: \$2,434 per annum	(a) With dependents: \$3,250 per annum
(b) Without dependents: \$1,280 per annum	(b) Without dependents \$1,706 per annum	(b) Without dependents: \$2,276 per annum
All other locations situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order: Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire,	Locations	Locations
	Angledool Barrington Bourke Brewarrina Clare Enngonia Goodooga	Fort Grey Mootwingee Mount Wood Nocoleche Olive Downs Tibooburra Yethong
Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw and includes a place situated in any such town or locality. Locations All others within the above but not covered in the Category B or C allowances.	Ivanhoe Lake Mungo Lightning Ridge Louth Mungindi Pooncarie Redbank Walgett Wanaaring Weilmoringle White Cliffs Wilcannia Willandra	

Signed on behalf of TAFE NSW, the Technical and Further Education Commission
ABN: 89 755 348 137.



Print Name: Catherine Burrows

Position: Relieving Managing Director TAFE NSW

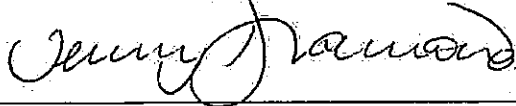
Address: 35 Bridge Street, Sydney 2000

In the presence of: 

Print Witness Name: MARK PHILIP

Position: Director, Industrial Relations

Signed on behalf of the AEU, the Australian Education Union (NSW Branch)
ABN: 86 600 150 697



Print Name: Jennifer Diamond

Position: Branch Secretary

Address:
23-33 Mary Street, Surry Hills NSW 2010

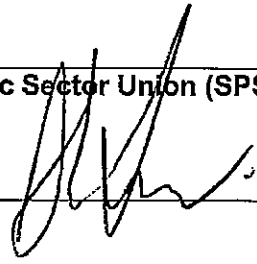
In the presence of:



Print Witness Name: David Wynne

Position: Justice of the Peace (146726)

Signed on behalf of the CPSU, the Community and Public Sector Union (SPSF Group
NSW Branch) ABN 11 681 811 732



Print Name:

STEVE TURNER

Position:

ASSISTANT SECRETARY

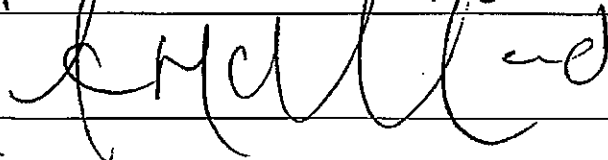
Address:

160 Clarence Street, Sydney NSW 2000

In the presence of:

ANDREW MOLLAND

Print Witness Name:



Position:

SENIOR INDUSTRIAL OFFICER