

ENTERPRISE AGREEMENT

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NSW TAFE COMMISSION

ENTERPRISE AGREEMENT - INSTITUTE MANAGERS

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2. DEFINITIONS

"Act" means the Technical and Further Education Commission Act 1990.

"Commission" means the Technical and Further Education Commission established under the provisions of the Technical and Further Education Commission Act 1990.

"Education Commission" means the former Education Commission of NSW.

"Enterprise Agreement" means an Agreement made pursuant to Chapter 2 Part 3 Division 2 of the Industrial Relations Act 1991.

"Industrial Authority" means the Public Employment Industrial Relations Authority.

"Managing Director" means the Managing Director of the Commission.

"Institute Manager" means all persons permanently or temporarily employed as educational leaders and administrative managers in the Commission 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.

"Unions" means the New South Wales Teachers' Federation and the Public Service Association of New South Wales having regard to their respective coverage.

3. PARTIES

This Enterprise Agreement has been made between the Commission and the unions.

4. STATEMENT OF INTENT

- 4.1 A single classification system applies to Institute Managers. Institute Managers shall be paid in accordance with sub-clause 5.5.
- 4.2 The implementation of processes necessary to ensure that mutual benefits are derived from the Agreement i.e. grievance/dispute resolution procedures; performance appraisal; objective setting and planning; organisational reform; and enhanced professional development opportunities.
- 4.3 The Agreement was freely entered into, without duress, by the Commission and the unions who support and endorse the items contained herein.

4.4 The salary rates and conditions of employment in this Agreement, among other things, are designed to reflect the educational leadership and administrative management responsibilities as described by the respective position descriptions and the changed hours of attendance of Institute Managers.

5. SALARY SYSTEM

5.1 The salary rates for Institute Managers shall be determined in relation to those contained in sub-clause 5.5 below.

5.2 Notwithstanding the no extra claims provisions of this Agreement, the salary rates contained in sub-clause 5.5 below will be varied as agreed by the parties.

5.3 The salary rates contained in sub-clause 5.5 below are made in reference and in relation to a basic wage of \$121.40 per week.

5.4 The said basic wage is subject to alteration in accordance with the provisions of Section 14(2) of the Industrial Relations Act 1991.

5.5 Each Institute Manager will be paid within the following salary levels:

LEVEL	SALARY
Level 1	\$53000
Level 2	\$57000
Level 3	\$60000
Level 4	\$64000
Level 5	\$68000

5.6 The filling of future vacant positions of Institute Managers (after initial appointment to positions of Institute Managers as set out in Clause 13) will be by way of a competitive selection process based on merit, subject to the provisions of the Commission's Staff Selection policy.

5.7 Nothing in this Agreement shall operate to remove the right of the Managing Director to transfer an Institute Manager to meet the operating needs of the Commission.

5.8 Nothing in this Agreement shall operate to remove existing rights to entitlements under the Transferred

Officers Compensation Determination. Institute Managers who wish to seek transfer in special circumstances will be considered by the Commission on a case by case basis.

- 5.9 In the circumstances described in sub-clauses 5.7 and 5.8, Institute Managers have access to the Transfer Appeals Panel.

6. NO EXTRA CLAIMS COMMITMENT

The parties to this Enterprise Agreement undertake that for the period of this Agreement they will not pursue any extra claims, except as allowed under the Industrial Relations Act 1991. This will enable the parties to raise items for discussion with a view to achieving mutually agreed variations during the life of the Enterprise Agreement.

7. PERFORMANCE APPRAISAL

- 7.1 The objective of performance appraisal is to enhance the performance of the Commission and to support the professional development of Institute Managers. All Institute Managers need to know and have confirmed the role, accountabilities and performance standards that are expected of them. All Institute Managers are entitled to feedback and constructive support to improve performance.
- 7.2 Performance appraisal for Institute Managers shall be conducted in accordance with the Commission's Performance Development Scheme.
- 7.3 The Commission's Performance Development Scheme will be reviewed in consultation with the unions, with any amendments being made by agreement, before the end of 1993.
- 7.4 Where the Institute Manager and their supervisor are unable to agree on the outcomes of the appraisal process, the Manager may raise the matter as a grievance under the procedures outlined in Clause 12.

8. TRAINING AND PROFESSIONAL DEVELOPMENT

- 8.1 The parties confirm 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 the Commission's students and staff.
- 8.2 The Commission in consultation with the unions and Managers concerned shall develop a training plan(s) to provide for the professional and management development needs of Institute Managers.

- 8.3 The Commission will participate in national initiatives to identify competencies in consultation with the relevant industry parties.
- 8.4 The training plan(s) shall take into account the development needs identified through the performance appraisal process outlined in clause 7. This will not preclude the inclusion of other agreed identified needs.
- 8.5 The Commission is committed to providing access to and support for professional and management development training.
- 8.6 Institute Managers may apply to their Institute Directors for the right of private practice in accordance with the Commission's policy on Private Employment.
- 8.7 Where the professional development opportunity is required by the Commission, the compulsory fees involved will be met by the Commission. Where the professional development opportunity is voluntary the Commission may, at its discretion, refund all or part of the compulsory fees incurred by Managers approved to undertake approved training and professional development programs.

9. CONDITIONS OF EMPLOYMENT

- 9.1 The provisions of this Agreement prevail over the provisions of any award, industrial agreement, public sector agreement, determination of the Education Commission or the Industrial Authority or order of the Industrial Relations Commission of NSW that deal with the same matters, including overtime, excess hours, study time/leave, travelling time and flexible working hours in so far as they purport to apply to an Institute Manager bound by this Agreement.
- 9.2 Nothing contained in sub-clause 9.1 will negate an order of the NSW Industrial Relations Commission/Industrial Court regarding the interpretation and application of an item contained in this Agreement duly processed under Clause 12 Grievance And Dispute Resolution Procedures.
- 9.3 Institute Managers shall be entitled to conditions of employment as set out in this Agreement including:
- 9.3.1 Twenty (20) working days recreation leave per annum (which accrues at the rate of one and two thirds working days per month) subject to each Institute Manager accruing not more than 40 working days recreation leave. Those current staff on teaching hours and conditions, who are appointed as Institute Managers at 1 January 1993, will be credited with 20 working days

recreation leave. These Institute Managers will accrue recreation leave at the rate of 1% working days per month from that date.

9.3.2 Extended leave in accordance with the Act. All Institute Managers shall retain their extended leave, recreation leave and sick leave (subject to the provisions of paragraph 9.3.4) to credit as at the date of their appointment as Institute Manager.

9.3.3 Sick leave at the rate of 15 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. Sick leave will not accrue on a monthly basis. The unused component of the annual entitlement is fully cumulative.

9.3.4 Officers of the Commission who, immediately prior to their appointment as an Institute Manager, were employed by the Commission on teaching hours and conditions:

(a) where they had an entitlement to cumulative sick leave as at the operative date of this Enterprise Agreement, shall retain such entitlement for use if necessary in future years. The amount of cumulative sick leave shall be calculated by determining the entitlement from the scale contained at Annexure A and subtracting from this the total amount of paid sick leave granted through the person's service, with the exception of special sick leave;

(b) where, at the operative date of this Enterprise Agreement, individual Institute Managers require sick leave additional to the 15 days per annum provided by paragraph 9.3.2, they may make a once only election to retain their existing teaching sick leave provisions (22 days full pay and 22 days half pay per annum with cumulative sick leave in accordance with Annexure A).

9.3.5 Where an Institute Manager requires sick leave additional to the annual or cumulative entitlement provided in paragraphs 9.3.3 and 9.3.4(a) in cases of long term illness, they may apply to the Commission for Special Sick Leave. Such requests will be considered by the Commission on a case by case basis.

- 9.3.6 Short leave, special leave, maternity leave, military leave, adoption leave, leave without pay, parental leave and annual leave loading as applicable to officers employed under the Public Sector Management Act 1988 at the operative date of this Agreement.
- 9.3.7 A flexible and adaptive approach in relation to working hours and working arrangements including the following:
- (a) standard working hours shall be 35 hours per normal working week;
 - (b) the number and spread of hours to be worked in any working week will be negotiated by the Institute Manager (as far as possible in advance) with the supervisor to meet the requirements of the Institute.
 - (c) where work has been required to be performed outside the standard working hours, time may be accrued to a maximum of 10 working days in any period of six months. This time, during which the manager is not required to work, will be granted in circumstances which meet the operational requirements of the Institute.
 - (d) where the Managers and their supervisor are unable to agree on appropriate work arrangements within the meaning of this paragraph, the Managers may raise the matter as a grievance under the procedures outlined in Clause 12.
- 9.3.8 Ten (10) working days per annum which may be accumulated over 6 years to a period of up to sixty (60) working days to undertake professional experience, work or study inside or outside the TAFE system, which is of demonstrated value to The Commission and/or the professional development of the Manager. This time may be taken in minimum periods of $\frac{1}{2}$ day per week as negotiated with the supervisor. The absence requires the approval of the Commission and is subject to the operating needs of the Institute. This does not preclude access to other professional development opportunities provided by the Commission as set out in subclause 8.5.
- 9.3.9 Institute Managers, undertaking courses of study, who require arrangements different to those outlined in paragraph 9.3.8 may apply to

the Commission for special consideration. The Commission shall consider such requests on a case by case basis.

9.3.10 Institute Managers may negotiate with their supervisor to undertake some teaching as a casual teacher. The Commission shall consider such requests on a case by case basis having regard to the following factors:

- (a) the Manager has expressed a wish to return to teaching on a full-time basis in the near future;
- (b) the Manager requests such an arrangement in order to maintain and/or develop their educational and/or managerial effectiveness;
- (c) the Manager possesses specialist knowledge/experience relevant to the Commission's educational needs.

Where the Managers and their supervisor are unable to agree on appropriate arrangements within the meaning of paragraph 9.3.10, the Managers may raise the matter as a grievance under the procedures outlined in Clause 12.

10. QUALIFICATION REQUIREMENTS

10.1 The parties agree that the qualification requirements of positions should accurately reflect the requirements of such positions, should conform with equal employment opportunity principles and any artificial barriers to promotion should be removed.

10.2 The qualification requirements of positions will be reviewed by the Commission from time to time, in consultation with the unions, in the following circumstances:

10.2.1 during job redesign;

10.2.2 during the evaluation of a position;

10.2.3 upon request of any party to this Agreement or officer of the Commission.

11. CLASSIFICATION, GRADING AND EVALUATION OF POSITIONS

11.1 The parties agree to the need for objective, measurable criteria for the evaluation of positions, and these criteria will be established and reviewed by the parties jointly. Using these criteria, positions of Institute

Manager will be evaluated from time to time in the following circumstances:

- 11.1.1 where the nature of a position is significantly changed or where a new position is created;
- 11.1.2 at the request of any party, including an Institute Manager holding a position having regard to the date of the previous evaluation of that position.

12. GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES

- 12.1 The procedure set out below emphasises the resolution of grievances/disputes in the workplace at the level at which they occur with minimal formality.
- 12.2 At any stage of these procedures any party to a grievance/dispute has the right to request one of the following to provide support and advice:
 - 12.2.1 an official of the person's union; or
 - 12.2.2 a colleague within the College/Institute/TAFE Commission; or
 - 12.2.3 Commission officers.
- 12.3 The time frames in these procedures may need to be extended by agreement between the parties to facilitate resolution of a grievance/dispute. This may be appropriate in grievances/disputes involving sensitive issues such as issues of interpersonal conflict.
- 12.4 These procedures do not prevent the Managing Director and/or the General Secretary of the union from entering into negotiations on matters of interest or concern.
- 12.5 Procedure
 - 12.5.1 **STEP 1.**
 - 12.5.1.1 Where an Institute Manager(s) has a grievance/dispute, they should raise the matter with the Manager's supervisor, as appropriate, outlining the substance of the issue and stating the solution sought.
 - 12.5.1.2 The supervisor and Institute Manager(s) should confer to resolve the matter. This is a responsibility of both parties.
 - 12.5.1.3 Supervisors will have a maximum of five calendar days in which to deal with the matter, either by way of agreed resolution or by

negotiating an appropriate and agreed method and timeframe of proceeding.

12.5.2 *STEP 2.*

12.5.2.1 Where the processes in Step 1 have not led to resolution of the grievance/dispute or the matter is inappropriate to be raised with the supervisor, the Institute Manager(s) should take the grievance/dispute to the Institute Director or nominee outlining the substance of the issue and stating the outcome sought.

12.5.2.2 The Institute Director/nominee will have a maximum of five calendar days in which to deal with the matter either by way of an agreed resolution or by negotiating an appropriate and agreed method and timeframe for proceeding.

12.5.3 *STEP 3.*

12.5.3.1 Where the procedures in Step 2 have not led to an agreed resolution of the grievance/dispute, the Institute Director/nominee will refer the matter to the Industrial Relation Division in writing.

12.5.3.2 A copy of the report by the Institute Director/nominee will be given to the parties.

12.5.3.3 The grievant may provide a copy of the report to the respective union.

12.5.3.4 The Institute Director's report shall include:

- (a) that the procedures have been followed to date;
- (b) the substance of the grievance/dispute;
- (c) the solution(s) sought;
- (d) the solutions offered (if any);
- (e) any recommendations for action or resolution;

12.5.3.5 The grievance/dispute and all relevant circumstances will be fully reviewed by the Industrial Relations Division.

12.5.3.6 The Industrial Relations Division will have a maximum of five calendar days in which to deal with the matter either by way of agreed resolution or by negotiating an appropriate and agreed method and timeframe for proceeding.

12.5.4 STEP 4.

12.5.4.1 Where the procedures set out in the above steps have not led to an agreed resolution of the grievance/dispute, the matter may be referred to the Industrial Relations Commission.

12.6 The parties will confer on a policy to implement these grievance/dispute resolution procedures.

12.7 Nothing contained in Clause 12 shall operate to remove an Institute Manager's appeal rights in terms of the Government and Related Employees Tribunal Act 1980 or to over-ride the unfair dismissals provisions of the Industrial Relations Act 1991.

13. PROCEDURES FOR INITIAL APPOINTMENT OF INSTITUTE MANAGERS

13.1 It is the intention of the Commission to expedite initial substantive appointments to the new positions of Institute Manager with a target date for this process of 31 March 1993.

13.2 The initial appointment of staff to the positions of Institute Managers will be in accordance with the following procedures:

13.3 Phase 1 - Direct Appointments

13.3.1 Affected staff will receive letters informing them of the Institute Management positions in their Institute for which they can express an interest in direct appointment. These positions will be those at the levels that are set out in Annexure B. No statement will be made regarding the suitability of an individual for the position. The individual will decide whether they consider that they meet the selection criteria for the position(s) and will then express an interest.

13.3.2 Eligible staff on the redeployment list will also be invited to express an interest in position(s) for which they may meet the selection criteria. Redeployed staff placed in positions in a particular Institute will be initially considered for positions in that Institute. Redeployed staff not placed in positions will be contacted by the Redeployment Unit to discuss preferences. The Redeployment Unit will negotiate each individual case on its merits with each Institute Director. Every attempt will be made to ensure that the process of placing currently Redeployed officers does not result in the replacement of one staff member on the redeployment list with another.

- 13.3.3 The criteria for direct appointment are suitability in terms of the selection criteria for the position and in accordance with Annexure B.
- 13.3.4 Where only one staff member expresses an interest and meet both the selection criteria for the new position and in accordance with Annexure B, that person may be appointed to the position.
- 13.3.5 Where more than one staff member expresses an interest or where only one staff member expresses an interest and there is doubt about that staff member's suitability, then an internal selection panel is convened as described in the redeployment policy and a decision made as to suitability. The internal selection panel consists of the manager in the line directly above the Institute Manager's position and one other staff member, who can be drawn from anywhere in the system so long as that person has the skills and expertise to assess suitability in the area under consideration.
- 13.3.6 An exception to the process of direct appointment in Phase 1 is where placement of a staff member would displace another interested staff member who by being denied the right to compete for the position would result in that person having to move to a new location which involves a travelling time of more than 1½ hours each way. In this case the position will be advertised in accordance with the procedures in Phase 3.

13.4 Phase 2 - Direct Appointments

- 13.4.1 All remaining positions will be advertised in the TAFE gazette only. All staff will be able to apply. Affected staff from other Institutes that meet the criteria for direct appointment as stated above are to mark their applications "for consideration of direct appointment".
- 13.4.2 Consideration of suitability for direct appointment proceeds as indicated above in Subclause 13.2.
- 13.4.3 In addition, affected staff in the Categories of Principal Grade 4, Deputy Principal Grade 2 or equivalent can also apply for direct appointment in this phase to Level 2 Institute Manager positions.

13.4.4 Each Institute should check with the Redeployment Unit that the person applying for direct appointment consideration is eligible.

13.5 Phase 3

13.5.1 Other staff who have applied for promotion to the positions advertised in the Gazette are now considered. TAFE's Staff Selection Policy and usual appeal rights apply.

13.6 Phase 4 - External Advertising

13.6.1 All positions not filled by this stage will be advertised externally and re-advertised in the Gazette.

13.7 Appeal Rights (Phases 1, 2 and 3)

13.7.1 Staff not appointed directly to positions as Institute Managers for which they expressed interest have a right of appeal to GREAT where the salary of the position is at or below Grade 12, where they were considered in competition with other interested staff, where an appointment was made and where that appointment would have meant an increase in salary for the person concerned and for the prospective appellant.

13.7.2 For positions above the salary level of Clerk Grade 12, staff have a right of appeal to the Managing Director again where such appointment would constitute a promotion or salary increase for the respective appointee or prospective appellant. A representative appeal body, determined by the TAFE Commission Board, will consider these appeals and will recommend to the Managing Director whether the appeals should be allowed or disallowed.

13.8 Staff Considering Regression

13.8.1 Staff wishing to regress to positions below Institute Management classifications should express their interest to the relevant Institute Human Resources Manager who will consider the request, along with others, whenever an appropriate vacancy occurs.

13.9 Anomalies

- 13.9.1 The Managing Director will consider any anomalies arising from appointment of Commission staff to the new positions of Institute Manager.

14. NEGOTIATING THE NEXT AGREEMENT

- 14.1 The parties agree to commence negotiations on a new Agreement no later than 6 months prior to the termination date of this Agreement.
- 14.2 During this 6 months deliberation period the parties will meet in order to seek agreement/resolution of any issues.
- 14.3 Notwithstanding the provisions of Clause 14, the parties may seek the assistance of the Industrial Relations Commission of New South Wales during the deliberation period in negotiating a new Agreement.

15. EVALUATION AND IMPLEMENTATION

- 15.1 The parties shall establish a Commission/Unions Consultative Committee to facilitate the smooth introduction of changes resulting from this Agreement.
- 15.2 The Committee shall meet at the request of any party to review implementation, resolve issues as they arise and to consider relevant matters raised by the parties.

16. AREA INCIDENCE AND DURATION

- 16.1 All Awards, Public Sector Agreements, and Education Commission and Industrial Authority Determinations as they relate to matters contained within this agreement, no longer apply to Institute Managers covered by this Agreement.
- 16.2 This Agreement applies to all Institute Managers. It shall take effect from date of registration and shall remain in force thereafter for a period of two years.

IN WITNESS whereof the parties hereto have hereunto set their hands on the day and year hereinbefore written.

SIGNED for and on behalf of
THE NEW SOUTH WALES
TAFE COMMISSION
on the 24th day of November
by GREGOR ALLEN RAMSEY
in the presence of
RICHARD PAUL IRVING

)
)
) *Gregor Allen Ramsey*
)
)
)
) *Richard Paul Irving*
)
) (Witness)

SIGNED for and on behalf of
THE NEW SOUTH WALES TEACHERS
FEDERATION
on the 24th day of November 1992.
by ~~Bronwyn Marks~~ GREG SMITH.
in the presence of
BRONWYN MARKS

)
)
) *Greg Smith*
)
)
)
) *Bronwyn Marks*
)
) (Witness)

SIGNED for and on behalf of
THE PUBLIC SERVICE ASSOCIATION
OF NEW SOUTH WALES
on the 24th day of Nov 1992
by J P Good
in the presence of :

)
)
) *J P Good* President
)
)
)
) *Richard Paul Irving*
)
) (Witness)

- a. RICHARD PAUL IRVING
- b.

Annexure A.

CUMULATIVE SICK LEAVE PROVISIONS - EXISTING TEACHING STAFF

LENGTH OF SERVICE AS TAPE TEACHER AS AT DATE OF APPOINTMENT AS INSTITUTE MANAGER	CUMULATIVE SICK LEAVE
1 year	20 days
2 years	30 days
3 years	40 days
4 years	50 days
5 years	60 days
6 years	70 days
7 years	80 days
8 years	90 days
9 years	100 days
10 years	110 days
11 years	120 days
12 years	130 days
13 years	140 days
14 years	150 days
15 years	160 days
16 years	170 days
17 years	180 days
18 years	190 days
19 years	200 days
20 Years	210 days
21 years	220 days
22 years	230 days
23 years	240 days
24 years	250 days
25 years	260 days
26 years	270 days
27 years	280 days
28 years	290 days
29 years	300 days
30 Years	310 days
35 years	360 days
40 years	410 days

Annexure B.

OPTIONS FOR EXPRESSION OF INTEREST FOR DIRECT APPOINTMENT AS INSTITUTE MANAGERS
IN PHASES 1 AND 2

CURRENT GRADE	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4	LEVEL 5
ADMIN 9/10	NO	NO	NO	NO	NO
P4, DP2	YES	NO*	NO	NO	NO
ADMIN GRD 11	YES	YES	NO	NO	NO
DP1, HOB, CEO, AP	YES	YES	NO	NO	NO
P3, VP (W'GONG ETC)	YES	YES	YES	NO	NO
ADMIN GRD 12	YES	YES	YES	NO	NO
P2, PEO	YES	YES	YES	YES	NO
P1	YES	YES	YES	YES	YES

* An exception to this applies in Phase 2 as set out in Sub-clause 13.3.3