

ENTERPRISE AGREEMENT

NO: E.A. 292 /1994

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**BRADFIELD COLLEGE
ENTERPRISE AGREEMENT**

INTRODUCTION

Bradfield College is a joint venture between the Department of School Education and the NSW TAFE Commission.

The College offers opportunities for students to undertake general education and vocational studies leading to the award of HSC and TAFE credentials.

To this end the College provides an adult learning environment, on the job training and a very flexible timetable.

1. ARRANGEMENT

CLAUSE NO.

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2. DEFINITIONS

"Assistant Director" means an assistant director (curriculum) or assistant director (student services) of Bradfield College.

"Board" means the Board of Bradfield College.

"College calendar" means the schedule for teaching and associated activities supporting the curriculum offerings at Bradfield College.

"Casual employee" means a teacher employed at Bradfield College and paid on an hourly basis.

"Collaboration" means the process of working in combination with other colleagues towards the same end. It implies a high degree of cooperation and an environment relatively free of conflict.

"Consultation" means the process of seeking information and advice from a colleague.

"Director" means the director of Bradfield College.

"Director-General" means the Director-General of the Department of School Education.

"Dispute" means any difficulty concerning the interpretation, application or operation of this enterprise agreement or any alleged discrimination raised by employees.

"DSE" means the Department of School Education.

"Employee" means a full-time employee engaged to perform the work of teacher, team leader, learning co-ordinator or assistant director.

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

"Grievance" means any difficulty concerning the interpretation, application or operation of this enterprise agreement or any alleged discrimination raised by an employee.

"Learning co-ordinator" means a person appointed to the position responsible for the educational and administrative leadership of teams of teachers.

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

"Negotiation" means the process of conferring with a view to compromising and reaching an agreement with colleagues.

"Normal program" means the duties allocated to an employee including teaching duties and duties incidental to teaching.

"Operating days" includes every day of the week except Sunday and public holidays.

"Parties" means the Managing Director, the Director-General and the Teachers Federation.

"Permanent part-time work" means employment which is undertaken for less than the ordinary working hours per week by a teacher on a continuing basis for set and regular hours.

"Performance review" means the annual process by which the employee and Director review the employees performance, set goals and develop strategies to achieve these goals.

"Period of engagement" means the period, up to three years for which an employee is engaged to work at Bradfield College.

"Prior employee" refers to an employee of DSE or TAFE Commission recruited to work at Bradfield College.

"TAFE Commission" means NSW Technical and Further Education Commission.

"Teacher" means a person appointed to the position responsible as part of a team for the educational instruction and personal development of students.

"Teachers Federation" means the NSW Teachers Federation.

"Team leader" means a teacher nominated annually to coordinate a team of teachers responsible for the educational instruction and personal development of vocational groups of students.

"Training plan" means the plan of staff development including training and professional development programs prepared for each employee.

"Work report" means an annual report prepared by the Director indicating the degree to which the employee has carried out the assigned duties and responsibilities.

3. PARTIES

3.1 This Enterprise Agreement has been made pursuant to the provisions of Chapter 2 Part 3, Division 2 of the Industrial Relations Act 1991 and entered into by the Managing Director, NSW TAFE Commission, the Director General, Department of School Education and the General Secretary, NSW Teachers Federation. The enterprise is known as the Bradfield College and is located at 192 Pacific Highway Crows Nest. The agreement includes all teachers, team leaders, learning co-ordinators, assistant directors(curriculum) and assistant director(student services).

4. STATEMENT OF INTENT

4.1 The purpose of this Agreement is to regulate, in part, the terms and conditions of employment of employees at Bradfield College.

4.2 This Agreement was freely entered into, without duress, by the parties.

4.3 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 in so far as they purport to apply to an employee bound by this Agreement.

4.4 The employment jurisdiction conferred by statute upon the TAFE Commission and the Director-General respectively is intended by the parties to remain unaltered by anything contained in this Agreement. The liability or obligations of each is to remain commensurate with their respective employment jurisdiction.

4.5 The parties intend that any employee who becomes engaged during the term of this agreement shall be covered by the Agreement if the respective employer and the new employee so agree. The new employee shall, as from the date of employment, be entitled to all benefits and bound by all obligations under this agreement, and to the respective statutory employer.

5. CONTRACT OF EMPLOYMENT

- 5.1 The filling of vacant positions will be by way of a selection process based on merit (including equal employment opportunity principles).
- 5.2 Employees shall be engaged to work at Bradfield College for a period of up to three years.

Upon expiration of their period of engagement:

- (a) prior employees are entitled to return to a position in the TAFE Commission or DSE, as appropriate, at the same level as the position occupied at the time immediately prior to appointment to Bradfield College. Such reappointment is to be with the same priority as teachers relinquishing a position in those organisations due to the employers' convenience, including falling enrolments or changes in classification of positions;

Prior employees of the TAFE Commission, will be considered as excess employees and have access to redeployment options in accordance with the TAFE Commission's policy.

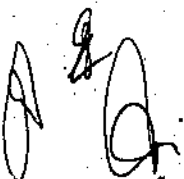
Prior employees of DSE will have right of return to the region from which they came prior to appointment to Bradfield College or where special circumstances exist the Sydney Metropolitan area.

- (b) during the period of employment at Bradfield College prior employees of DSE or the TAFE Commission may apply and if successful be appointed to an advertised position in the DSE or TAFE Commission.
- (c) employees other than those employed under (a) shall be engaged by the Managing Director or Director-General, as appropriate. This engagement may be terminated by either the employer or employee giving four weeks written notice to the other provided that the Managing Director or Director-General may pay or the employee may forfeit an amount of salary equivalent to the length of time by which the notice falls short of four weeks.
- (d) employees other than those employed under (a) with approval to teach with the DSE will remain active on DSE's teacher employment waiting list and be considered for appropriate appointment to substantive teaching vacancies within the DSE in line with current policy.
- (e) if employees other than those employed under (a), who are temporary employees of DSE, are reappointed for a second period of engagement at Bradfield College they will be appointed to a position in a school anywhere in NSW at the expiration of the second period of engagement provided that efficiency is satisfactory on exit from the College, they are unsuccessful in gaining a further period of engagement at Bradfield College and they have not declined a position under clause 5.2(d).

- 5.3 At least three months prior to the expiration of the period of engagement, the Director and the employee shall confer with a view to reach an agreement as to whether the employee shall be reappointed for a further period of up to three years.
- 5.4 Nothing in this agreement shall operate to remove the right of the Managing Director or the Director-General to transfer an employee of either the TAFE Commission or the DSE respectively to another location.
- 5.5 Employees shall be bound by the policies which are consistent with the mission statement, core values and objectives outlined in the management plan of Bradfield College.
- 5.6 The policies and management plan of Bradfield College shall be drawn up, implemented and varied from time to time as agreed between the Director and employees and approved by the Board.
- 5.7 At the first anniversary of the registration of this agreement the policies of Bradfield College will have been finalised and operative for a period of six months.

6. DUTIES AND RESPONSIBILITIES

- 6.1 The duties and responsibilities of the employees covered by this agreement shall be determined and varied from time to time following negotiation between the Director and the employees.
- 6.2 The duties and responsibilities of employees shall be reviewed annually, finalised in accordance with clause 6.1 and issued by December 31 of each year of this agreement.
- 6.3 The Director in consultation with the employees will develop and implement a work report system within two months of signing this agreement.
- 6.4 Employees will be provided with a work report from the Director in relation to their duties and responsibilities no later than 1 December each year.
- 6.5 The work report shall be the means by which the employee may be maintained on his/her current salary level or placed on other salary levels as specified in clause 7.1 (Table 1) of this agreement.



7. REMUNERATION

- 7.1 The salary rates for teachers, and learning co-ordinators shall be set out in Table 1 below.

TABLE 1

CLASSIFICATION	SALARY
Teacher Level A	\$33,500
Teacher Level B	\$35,888
Teacher Level C	\$38,077
Teacher Level D	\$39,570
Teacher Level E	\$42,554
Teacher Level F	\$45,339
Learning Co-ordinator	\$50,000

Provided that the Assistant Directors (Curriculum) and Assistant Director (Student Services) will have a remuneration package valued up to \$63,250. This includes \$55,000 salary, employer's contribution to superannuation and annual leave loading.

- 7.2 A teacher appointed as team leader shall be paid an allowance of \$2,500 per annum.
- 7.3 Remuneration paid to employees who act temporarily in higher positions shall be by way of an allowance equivalent to the difference between the employee's substantive salary and the salary of the position the employee is temporarily acting in provided the term of temporary appointment is not less than five consecutive working days, with the full range of higher duties being performed and the Director requires the temporary vacancy to be filled.
- 7.4 A teacher who acts temporarily in a team leader's position for a period of not less than five consecutive working days shall be paid the team leader's allowance provided that the full range of higher duties is performed and the Director requires the temporary vacancy to be filled.
- 7.5 The procedures to be used by the Director to identify the appropriate salary for a teacher on employment as per Clause 7.1 shall be developed, within two months of signing the agreement, by collaboration and negotiation by the parties or their nominees.

8. PERFORMANCE REVIEW, TRAINING AND DEVELOPMENT

- 8.1 The parties confirm their commitment to training and development for Bradfield College employees. Employees recognise their obligation to maintain and update their skills for the benefit of the Bradfield College's students and staff.
- 8.2 The Director by agreement with the employees shall develop a training plan(s). The training plan(s) will be reviewed annually by the Director in consultation with the employee(s).
- 8.3 The purpose of the training plan(s) is to provide for the training and development needs of employees and will be targeted to ensure measurable improvements in student outcomes at Bradfield College.
- 8.4 The Director in collaboration and negotiation with the employees will develop a performance review scheme.
- 8.5 Performance reviews for employees shall be conducted annually in accordance with Bradfield College's performance review scheme.
- 8.6 The training plan(s) shall also take into account the development needs identified through the performance review process outlined in Clause 8.5.
- 8.7 Where the employee and the Director are unable to agree on the outcomes of the performance review processes, the employee may raise the matter as a grievance under the procedures outlined in Clause 15.

9. CONDITIONS OF EMPLOYMENT

- 9.1 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 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 Board.

Employees covered by this agreement shall not be required to be in attendance during the close down period.

- 9.2 Subject to the Annual Holiday Act 1944 employees shall be entitled to conditions of employment as set out in this Agreement including:
 - 9.2.1 (a) 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.

- (b) Annual leave will be taken at a time and for a period agreed between the employee and the Director.

9.2.2 Extended leave in accordance with:

- (a) for employees of the TAFE Commission, the Technical and Further Education Commission Act.
- (b) for employees of DSE, the Teaching Services Act 1980.

9.2.3 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.

Employees of the TAFE Commission or the DSE who had an entitlement to cumulative sick leave on employment to Bradfield College shall retain such entitlement for use when required.

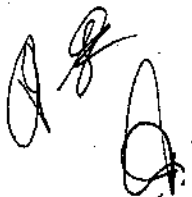
9.2.4 Short leave, special leave, maternity leave, military leave, adoption leave, leave without pay, annual leave loading and parental leave as applicable to officers employed under the Public Sector Management Act 1988 at the operative date of this Agreement.

9.2.5 A flexible and adaptive approach in relation to working hours and working arrangements for Bradfield College including the following:

- (a) The daily span of working hours in the college for employees under this agreement is between 7.30 am and 10.00 pm on Monday to Friday inclusive and from 7.30 am to 6.00 pm 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.
- (b) 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 employees program for two consecutive duty free days a week.

- (c) Employees shall attend 140 hours over a four week work cycle of 24 operating days provided that no employee will be required to be in attendance for more than 20 operating days.



- (d) The face to face teaching hours to be performed over a four week work cycle shall be:
- (i) Teachers up to 80 hours;
 - (ii) Team Leaders up to 80 hours;
 - (iii) Learning Co-ordinators up to 56 hours;
 - (iv) Assistant Directors (Curriculum and Student Services) up to 16 hours with provision for an additional 16 hours by negotiation between the Director and the Assistant Director.

Teachers, Team Leaders or Learning Co-ordinators may be required to vary their weekly face to face teaching hours by 20% to allow for flexibility in college organisation provided their face to face teaching hours do not exceed the hours in (i), (ii) or (iii) above.

Provided that if there is a need to exceed the 20% in any given week the teaching program will be negotiated with the employee concerned.

- (e) Employees may not be directed to undertake face to face 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 face to face teaching duties. During the break employees for example may:
- take recreation leave or other leave to credit;
 - undertake professional development;
 - undertake duties incidental to teaching;
 - undertake administrative duties; or
 - undertake other duties as assigned by the Director.
- (f) The Director (in consultation with the employees) may vary the combination of working hours to suit the needs of Bradfield College or the employee.
- (g) The College Calendar shall be drawn up, implemented and varied from time to time as agreed between the Director and employees and approved by the Board.

9.3 Prior employees of DSE and the TAFE Commission shall retain their extended leave, as appropriate, to credit as at the date of their appointment to Bradfield College.

9.4 Transferred Officers Compensation

Prior employees of DSE or the TAFE Commission shall be entitled to the benefits of the Transferred Officers Compensation Determination (Education Commission Determination No. 132) when they, at the conclusion of, their service at Bradfield College (provided that they have served a minimum of three years at the College) return to a position with the appropriate employer provided that the employees term of engagement has been completed and the employee is not the subject of any disciplinary action.

Prior employees of DSE or the TAFE Commission who accept a promotion with their previous employer shall satisfy the requirement of a transferred officer under the determination.

9.5 Other Paid Employment

Employees shall not engage in any other paid employment or hold or discharge the duties of any paid office outside their duties at Bradfield College without the approval of the Director.

Any approval for other paid employment can be withdrawn at any time by the Director.

10. PERMANENT PART-TIME EMPLOYEES

Where teachers are employed on a permanent part-time basis they shall be entitled to all conditions of a full-time employee on a pro rata basis as determined by the proportion of the full-time hours that they are required for duty.

11. CASUAL EMPLOYEES

11.1 Payment of casual employees will be in accordance with the provisions contained in the Technical and Further Education Commission of NSW - Teachers and Related Employees - Salaries and Conditions Award 1991 provided that payment will be made for approved hours of attendance.

11.2 DSE approved casual teachers who undertake casual teaching at Bradfield College will have this service recognised and accredited by DSE as service with DSE, including recognition for 100 day casual status, as provided in the Crown Employees (Casual Teachers - Education Teaching Service) Award, on the basis that each six hours of paid attendance, pursuant to Clause 11.1, shall be equivalent to one day's attendance at a school.

12. TRAVELLING TIME AND TRAVELLING EXPENSES

The provisions of the Crown Employees (Teachers, Department of Technical Education - Travelling Compensation) Award shall apply except that the payment for travelling time and waiting time will be calculated using the following formula:

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

13. COMPENSATORY LEAVE

- 13.1 Subject to Clauses 9.2.5 (b) and (c) teachers at Bradfield College will be eligible for compensatory leave where they are directed to work on approved Bradfield College activities which require the teachers' attendance on Sundays or public holidays.
- 13.2 Compensatory leave will be granted on the basis of one day for each public holiday or Sunday the teacher is directed to be in attendance at the activity.
- 13.3 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.

14. QUALIFICATION REQUIREMENTS

Persons appointed as teachers shall be required to possess appropriate academic and/or professional qualifications and experience and, where required, from two to five years, as appropriate, vocational and/or industry experience.

15. GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES

- 15.1 The procedures set out below emphasise the resolution of grievances/ disputes at the College with minimal formality.
- 15.2 At any stage of these procedures any party to a grievance/dispute has the right to request another person to provide support and advice.
- 15.3 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.

15.4 Step 1

15.4.1 Where an employee has a grievance/dispute, they should raise the matter with their supervisor, outlining the substance of the issue and stating the solution sought.

15.4.2 The supervisor and employee should confer to resolve the matter. This is a responsibility of both parties.

15.4.3 Supervisors will have a maximum of five working 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.

15.5 Step 2

15.5.1 Where the processes in Step 1 have not led to resolution of the grievance/dispute or where a supervisor has a grievance/dispute or where a matter is inappropriate to be raised with the supervisor, the employee(s) should take the grievance/dispute to the Assistant Director, Administration outlining the substance of the issue and stating the outcome sought.

15.5.2 The Assistant Director, will have a maximum of five working 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.

15.6 Step 3

15.6.1 Where the processes in Step 2 have not led to an agreed resolution of the grievance/dispute, the Assistant Director, Administration will refer the matter to the Director in writing.

15.6.2 The grievance/dispute and all relevant circumstances will be fully reviewed by the Director.

15.6.3 The Director will have a reasonable time 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.

15.7 Step 4

15.7.1 Where the processes set out in the above steps have not led to an agreed resolution of the grievance/dispute, the matter may be referred to an agreed external mediator or the Industrial Relations Commission.

16. QUALITY IMPROVEMENTS

16.1 The quality improvements contained in this agreement will result in the following payment:

- 3% above the salaries specified in Clause 7.1 on the date of registration of the agreement.
- A further 2% with effect from the first anniversary of the date of registration of the agreement.

16.2 The payment of the 3% is contingent upon ongoing co-operation between the parties in the implementation of this agreement.

16.3 The payment of the 3% is also contingent upon:

- the commitment by staff to continually maintain and update their knowledge and competencies in relation to their teaching skills.
- the development and introduction of modes of teaching and learning that use new technologies and/or methodologies.
- the integration of TAFE courses and staff into the general education provision of Bradfield College.
- working conditions as set out in the following clauses of this agreement;

Clause 9.2.1(a)

Clause 9.2.3

Clause 9.2.4

Clause 9.2.5

16.4 The payment of the 2% is contingent upon:

- ongoing co-operation between the parties in the implementation of this agreement.
- meeting the dates and specific outcomes as included in the following clauses of this agreement;

Clause 5.7

Clauses 6.2, 6.3, 6.4, 6.5

Clause 7.5

Clauses 8.2, 8.4, 8.5

- development of performance indicators to quantify and assess improvements in student outcomes. This is to be done in conjunction with the Director by the end of a 12 month period from the signing of the agreement.

- the achievement of a successful transfer of Bradfield College to the new site in early 1994

17. NO EXTRA CLAIMS COMMITMENT

The parties 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.

18. NEGOTIATING THE NEXT AGREEMENT


- 18.1 The parties agree to commence negotiations on a new Agreement no later than four months prior to the termination date of this Agreement.
- 18.2 During this four months deliberation period the parties will meet in order to seek agreement/resolution of any issues.

19. AREA, INCIDENCE AND DURATION

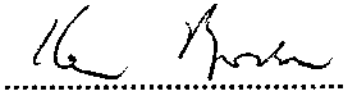
- 19.1 All Awards, Public Sector Agreements, and Education Commission and Industrial Authority Determinations as they relate to matters contained within this agreement, no longer apply to employees party to this Agreement.
- 19.2 Nothing contained in Sub-Clause 19.1 will negate an order of the NSW Industrial Relations Commission or Industrial Court regarding the interpretation and application of an item contained in this Agreement duly processed under Clause 15 Grievance And Dispute Resolution Procedures.
- 19.3 This Agreement applies to all teachers, team leaders learning co-ordinators and assistant directors appointed to Bradfield College. It shall take effect upon registration and shall remain in force thereafter for a period of two years.

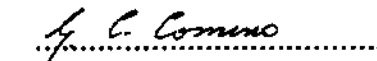
SIGNED by the)
MANAGING DIRECTOR)
on the 24th day of November)
in the year 1993)
by GREGOR RAMSEY)
in the presence of)
J.E. ALLSOFF.


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(Witness)

SIGNED by the)
DIRECTOR GENERAL)
on the 25th day of November)
in the year 1993)
by Ken Boston)
in the presence of)
G. C. Comino


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(Witness)

SIGNED by the)
TEACHERS FEDERATION)
on the 26th day of November)
in the year 1993)
by JOHN HENNESSY)
in the presence of)
DON CAMERON


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.....
(Witness)