

ENTERPRISE AGREEMENT

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NEW SOUTH WALES TECHNICAL AND FURTHER EDUCATION COMMISSION  
- TEACHERS AND OTHER EDUCATIONAL STAFF

ENTERPRISE AGREEMENT - AGREEMENT NO 524 OF 1994

CHAPTER 3

PART-TIME CASUAL TEACHERS, COORDINATORS AND COUNSELLORS

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## 2. Definitions

- 2.1 "Commission" means the NSW Technical and Further Education Commission.
- 2.2 "Coordination" means educational co-ordination of programs, courses or subjects or the provision of services by part-time casual consultants.
- 2.3 "Country" means outside the Greater Sydney, Greater Newcastle and Greater Wollongong areas as defined by the Australian Bureau of Statistics.
- 2.4 "D rate" means the rate as defined in Clause 22 of the Technical and Further Education of New South Wales - Teachers and Related Employees - Salaries and Conditions Award made 7 August 1991 being an amount of \$40 per hour.
- 2.5 "Duties other than teaching" means educational duties other than face-to-face teaching, coordination, except as provided for in Clause 10.
- 2.6 "Federation" means the New South Wales Teachers Federation.
- 2.7 "Managing Director" means the Managing Director of the Commission.
- 2.8 "Part-time casual" means educational staff engaged on an hourly basis by the Commission including teachers, coordinators and consultants.
- 2.9 "Teaching duties" means those duties contained in Clause 6 of this Chapter and includes teaching in an Individual Learning Centre and a Study Centre.

## 3. Introduction

- 3.1 This Chapter establishes the conditions of employment, including hourly rates of pay which are specific to part-time casual teachers, part-time casual coordinators and part-time casual counsellors employed by the Commission.
- 3.2 The parties to this Chapter are the Commission and the Federation.
- 3.3 All awards, industrial agreements, public sector agreements, Education Commission and Industrial Authority Determinations or orders of the Industrial Relations Commission as they relate to matters contained within this agreement no longer apply to Commission staff.
- 3.4 The Agreement was freely entered into, without duress, by the Commission and the Federation who support and endorse its contents.

#### 4. Qualifications for Appointment

Except where the Managing Director determines that special circumstances exist in relation to a particular person which warrant that person's engagement with a lesser qualification or a shorter duration of vocational experience, the minimum qualifications for engagement as a part-time casual teacher or part-time casual coordinator are technical or professional qualifications and vocational and/or industrial experience, as the Managing Director deems appropriate.

#### 5. Rates of Pay

- 5.1 Effective from the first pay period commencing on or after the operative date of this agreement, subject to the provisions of the *Technical and Further Education Commission Act 1990* and to the regulations made thereunder, and to satisfying the conditions prescribed by this Agreement, the classification and hourly rate of pay inclusive of all incidence of employment including duties in Clause 6 of part-time casual teachers and coordinators covered by this Chapter shall be as follows:

	<u>\$ per hour</u>
• Teaching Duties	37.38
• Coordination/Consultancy Duties	35.14
• Duties Other Than Teaching (DOTT).	29.51

- 5.2 Full-time teachers and the rates for part-time casual teaching, coordination/consultancy and duties other than teaching are linked by a formula based for administrative convenience on the ratios of the hourly salary of step 4 of the full-time teachers common scale (applicable from 1 July 1994 plus a further 1% + 3%) to the rates contained in sub-clause 5.1 to allow the rates in this Chapter to move with the full-time teaching common salary scale.

- 5.3 The formula for calculating the hourly rate for full-time teachers is:

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

- 5.4 The ratios calculated in accordance with sub-clause 5.2 are

	<u>Ratio</u>
Teaching Duties	1.3475
Coordination/Consultancy Duties	1.2667
Duties Other Than Teaching	1.0638

- 5.5 Part-time casual teachers who teach within a prison shall be entitled to an environmental allowance of an additional \$1 per hour on the rates in sub-Clause 5.1 and Clause 7 for each hour so taught within the prison.

## 6. Duties

The rate paid for part-time casual teaching duties shall be deemed to cover the duties on which part-time casual teachers are engaged during the hours for which they have been authorised to give actual class tuition and all duties incidental to teaching, including attendance in the classroom before the commencement and after the completion of the lesson, setting and marking of class tests, assessing and marking students' practical work, preparing special lectures and lecture demonstrations, completing records and returns and setting and marking assignments, and initial recording of results, familiarisation with the syllabus, organisation of lesson plan, preparation of lesson notes, preparation of teaching aids, making copies of notes, preparation for practical work, drawing and practical exercises.

## 7. Salary Transition Arrangements

- 7.1 'D' rate shall continue to be paid to all part-time casual teachers while they are actually teaching (or, where appropriate, on paid leave from) courses/subjects which are accredited at the level to which 'D' rate applies.
- 7.2 This arrangement for 'D' rate will continue until the course is accredited or until the new common rate for teaching duties becomes equal to or greater than 'D' rate, whichever occurs first.
- 7.3 On accreditation of new courses/re-accreditation of existing courses, the new rate for teaching duties (as provided in Clause 5 of this Chapter) will apply. In those cases where the course was previously accredited at the level of 'D' rate, the requisite salary adjustment will not take effect immediately but instead will apply from the beginning of the Semester following re-accreditation.

## 8. Sick Leave

- 8.1 Part-time casual teachers and coordinators shall be entitled to sick leave as follows:
- 8.1.1 In any calendar year a part-time casual teacher or coordinator shall be entitled to accrue and then use sick leave as follows:
- 8.1.1.1 After having completed 468 hours of service during any calendar year, a part-time casual teacher or coordinator shall have accrued paid sick leave of three weeks per annum pro rata to the average number of hours per week

worked by the teacher or coordinator in that calendar year. The part-time casual teacher or coordinator shall accrue a number of hours sick leave on an annual basis equal to the number of hours service in a calendar year divided by 12.

8.1.1.2 Provided that a part-time casual teacher or coordinator who has completed 468 hours service in a college year but does not have accumulated sick leave entitlement from preceding years shall have an hourly sick leave entitlement equal to the number of hours service, at the date of taking leave, multiplied by three and divided by the number of weeks worked by that date.

8.1.1.3 The maximum amount of accumulated sick leave in any calendar year shall be 60 hours.

8.1.2 At the commencement of each calendar year, a part-time casual teacher or coordinator shall be credited with unused sick leave accrued in the preceding calendar year.

8.1.3 A part-time casual teacher or coordinator who has an accrued sick leave entitlement and who, because of personal illness, is unable to attend or perform duty on any day when engaged or scheduled to attend, shall be entitled to be paid sick leave at their normal rate.

8.1.4 Where a part-time casual teacher's or coordinator's application for sick leave exceeds 3 consecutive program days or as otherwise required by the Managing Director, the part-time casual teacher or coordinator shall produce a satisfactory medical certificate from a qualified medical practitioner stating the nature of the illness and the time which in the doctor's opinion must elapse before the applicant can resume duty.

8.1.5 Where a part-time casual teacher or coordinator is also engaged in any other full-time employment and is entitled thereunder to sick leave benefits in respect to a period of employment which is concurrent with any period(s) of employment as a part-time casual teacher or coordinator in the Commission, he/she shall not be entitled to any sick leave benefits under this Agreement.

## **9. Hard to Fill Country Locations**

When part-time casual teaching, coordination and/or counselling has been advertised twice in the press and no selection has been made, appropriate

travel and subsistence allowances as prescribed in Clauses 5 to 8 of the Crown Employees (Travelling Compensation) Award shall be paid to part-time casuals who upon request by the Commission teach in a remote location other than the location to which they are otherwise engaged.

### 10. Incidental Duties

- 10.1 Part-time casual teachers teaching a minimum of 18 hours per week in any one Institute may be granted an average of 1.5 hours per week (to a maximum of 54 hours over 36 teaching weeks) for duties incidental to teaching, with payment at the teaching duties rate, where in the opinion of the Commission delegate the number of full-time teachers available is insufficient to carry out essential work.
- 10.2 Apportionment of the incidental hours during the academic year will be by agreement between the casual teacher and their supervisor.

### 11. Training and Development

- 11.1 Where a part-time casual teacher, coordinator or counsellor is approved to attend a staff development activity which coincides with normal duties, such part-time casuals shall be paid at the rate applicable to their duty program for the length of that duty program whilst so engaged on staff development activities.
- 11.2 Allowances and reimbursement of out-of-pocket expenses as prescribed in Clauses 5 to 8 for Meal and Accommodation Allowances of the Crown Employees (Travelling Compensation) Award and/or the TAFE Commission Gazette No. 15 of 1992 (as amended from time to time) for Motor Vehicle Allowances shall be made on the following basis, provided that such travel is by the most economical means:
- 11.2.1 if attending residential courses where full board and lodging is provided by the Commission and participants are required to reside in that accommodation:
- 11.2.1.1 provision of rail warrant or use of car with payment at specified journey rates;
- 11.2.1.2 payment of incidental expenses necessarily incurred in travelling.

- 11.2.2 if attending a course where residential accommodation is not provided, but participants are required to be absent from home overnight as a result of their attendance at the course;
- travelling costs as per 11.2.1.1 above;
  - travelling expenses.
- 11.2.3 if attending courses where participants are not required to be away from their homes overnight:
- travelling costs as per 11.2.1.1 above;
  - when meals are not provided by the Commission, meal allowances.

## **12. Class Cancellation**

Part-time casual teachers who attend work to conduct a class unaware that their scheduled class has been cancelled, or receive less than two hours notice of cancellation, shall be paid for that class at the part-time casual teaching rate for the period of that engagement.

## **13. Attendance at Staff Meetings**

- 13.1 Part-time casual teachers and coordinators who receive approval to attend a staff meeting are entitled to be paid at the DOTT rate for such attendance.
- 13.2 A minimum 1 hour is payable for each meeting attendance.
- 13.3 Approval for attendance in excess of 2 hours for each meeting shall be at the discretion of the officer at the level above the part-time casual supervisor.

## **14. Public Holiday Pay**

- 14.1 When a public holiday occurs on the day when part-time casual teachers and coordinators are normally required to be on duty they shall be paid for that day's normally programmed hours if:
- 14.1.1 they were on duty on their normal duty day immediately preceding the public holiday, irrespective of whether that day was the class day one week earlier or some additional class day between those two days; and



- 14.1.2 they were on their normal duty day immediately following the public holiday, irrespective of whether that day was the class day one week later or some additional class day between those days.
- 14.2 Part-time casual teachers and coordinators engaged as substitutes for other part-time casual teachers and coordinators shall be paid only if the normal part-time casual teachers or coordinators do not qualify under sub-clause 14.1.
- 14.3 Part-time casual teachers who teach during a vacation period are entitled to be paid for public holidays falling within the vacation period pursuant to this clause.

### 15. Payment of Interview Expenses

- 15.1 Part-time casual teachers, coordinators and counsellors applying for full-time TAFE positions are entitled to the following provisions:
- 15.1.1 When a part-time casual is called for interview for a full-time Commission position, then the Commission will meet the applicant's reasonable expenses for travel and subsistence as contained in the Interview Expenses policy contained in the TAFE Commission Gazette of 10 August 1994.
- 15.1.2 The payment of expenses shall be a matter for discussion and agreement prior to interview bearing in mind due economy.
- 15.1.3 Travel arrangements shall be discussed when interviews are arranged.

### 16. Recognition of Previous Commission Part-time Casual Service

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

$$\frac{\text{Number of hours worked per week as a part-time casual}}{\text{Number of hours worked per week by full-time staff in that classification}} \times \text{Period of part-time casual employment}$$

## 17. Method of Payment of Rates of Pay

The parties agree to payment by electronic funds transfer with the implementation of the "Lattice Human Resources Management System" payroll.

## 18. Agreed Leave

### 18.1 Declared Emergencies.

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

### 18.2 Jury Duty

#### 18.2.1 *Part-time casual Teachers and Coordinators Responsibility*

A part-time casual teacher or coordinator, who attends a court in answer to a jury summons on a day when he/she would otherwise be on duty may elect to receive payment for jury expenses or receive leave whichever is most advantageous to the part-time casual.

To obtain leave, a part-time casual teacher or coordinator must furnish to the appropriate supervisor any certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the part-time casual teacher or coordinator during any such period and the details of any payment or payments made to the part-time casual teacher or coordinator under Section 72 of the Jury Act, 1977, in respect of any such period.

A part-time casual teacher or coordinator must, as soon as possible, notify the appropriate supervising officer of the details of any jury summons served.

### 18.2.2 *Commission's Responsibility*

The appropriate supervising officer shall, in respect of any period during which a part-time casual teacher or coordinator was required to be on duty -

- (i) upon receipt of any such certificate of attendance - grant, in respect of any such period for which the part-time casual teacher or coordinator has been paid out-of-pocket expenses only, agreed leave on full pay; or
- (ii) in any other case - grant at the sole election of the part-time casual teacher or coordinator agreed leave without pay.

## 19. Access to Facilities

The Institute shall ensure that the facilities are equally available to all part-time casual staff. Subject only to the needs for security and safety, teaching materials, working areas and equipment, resource and reference materials, and technical and administrative staff will be readily accessible by part-time casual staff, before, during and following their scheduled duty periods.

## 20. Statement of Service

- 20.1 Upon the introduction of the Lattice Human Resource Management System the Commission shall introduce a unique serial number and establish and maintain a record of service detailing hours paid during the period of engagement for all part-time casuals.
- 20.2 The record of service prior to the introduction of the Lattice system shall be established from Commission records supplemented by part-time casuals submitting records/statutory declarations of this service.
- 20.3 This record of service will be updated and made available to each part-time casual as a Statement of Service:
  - 20.3.1 on request by the part-time casual concerned; or
  - 20.3.2 on termination of the part-time casual's employment.

## 21. Temporary Appointment Opportunities

Part-time casuals are eligible to apply for temporary appointment to positions (other than full-time teaching, permanent teaching and promotion teaching positions) advertised within the TAFE Commission Gazette.

## 22. Induction

A part-time casual teacher, on initial engagement shall be paid up to 2 hours at the DOTT rate for attendance at a formal induction program.

## 23. Further Claims

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.

## 24. Working Party

24.1 The parties agree to the establishment of a single Working Party to address the following issues:

- 24.1.1 Recruitment policies and practices.
- 24.1.2 Long service leave.
- 24.1.3 Access to facilities.
- 24.1.4 Incidental duties across Institutes.
- 24.1.5 The types of duties defined as duties other than teaching.

The Working Party shall report by 30 June 1995.

## 25. Monitoring Arrangements

25.1 If during the operation of this Chapter, a disagreement between the parties arises that cannot be resolved at the local level and which relates to:

- 25.1.1 the operation of the provisions of the Chapter;
- 25.1.2 the application of any provisions of this Chapter;
- 25.1.3 the actions of any party in relation to the operation of the Chapter;

it shall be referred to the Enterprise Agreement Monitoring Group referred to in Clause 37 of Chapter 1 of the NSW Technical and Further Education Commission Teachers and Other Educational Staff Enterprise Agreement.

## 26. Terms of Agreement

- 26.1 This chapter shall take effect from the date of registration and remain in force until 31 December 1995.
- 26.2 The parties agree to commence negotiations on this Chapter no later than 6 months prior to the termination date of this Chapter.
- 26.3 During this 6 months deliberation period the parties will meet in order to seek agreement/resolution of any issues.

## 27. Grievance Resolution and Disputes Procedure

The parties agree to adopt the provisions in Clauses 32 and 33 respectively of Chapter 1 of the NSW Technical and Further Education Commission - Teachers and Other Educational Staff in relation to any grievances and disputes lodged by staff and parties covered by this Chapter of the Agreement.

## 28. Part-time Casual Counsellors

- 28.1 Part-time casual counsellor means an employee engaged on an hourly basis by the Commission to provide counselling services to students .
- 28.2 Except where the Managing Director determines that special circumstances exist in relation to a particular person which warrant that person's engagement with a lesser qualification or a shorter duration of vocational experience, the minimum qualifications for engagement as a part-time casual counsellor are as follows:

Appropriate degree from a recognised University and at least three years study in psychology or other such study as the Managing Director deems appropriate plus two years appropriate vocational experience.

- 28.3 Part-time casual counsellors shall be entitled to an hourly rate of pay linked by a formula to step 1 of the full-time teachers common salary scale as set out below:

$$\frac{\text{Annual Salary}}{1} \times \frac{5}{260.8929} \times \frac{1.5}{35}$$

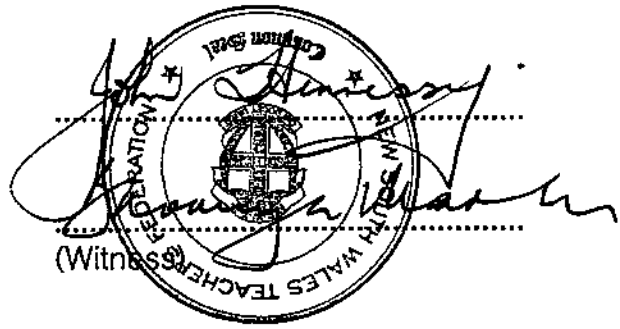
- 28.4 The hourly rate of pay calculated in sub-clause 28.3 is inclusive of all incidence of employment including sick leave in Clause 8, public holiday pay in Clause 14 and agreed leave in Clause 18.

SIGNED by the )  
 MANAGING DIRECTOR )  
 NSW TAFE COMMISSION )  
 on the 28<sup>th</sup> day of February )  
 in the year 1995 )  
 by GREGOR ALLEN RAMSEY )  
 in the presence of )  
 CLAUDIA DEJUN )

*Gregor Allen Ramsey*

(Witness)

SIGNED by the )  
 GENERAL SECRETARY )  
 NSW TEACHERS FEDERATION )  
 on the 1<sup>st</sup> day of March )  
 in the year 1995 )  
 by JOHN HENNESSY )  
 in the presence of Bronwyn )  
 MARKS )



(Witness)