

ENTERPRISE AGREEMENT

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NSW TAFE COMMISSION

**INSTITUTE MANAGERS
ENTERPRISE AGREEMENT**

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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.

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

"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.

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

"NSW TAFE Commission Policy" means those policies which are gazetted or in effect at the time this agreement is signed.

"Time off in lieu" means that period of 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.

"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. AREA INCIDENCE AND DURATION

- 4.1 This Agreement applies to all Institute Managers. It shall take effect from date of registration and shall remain in force until 31 December 1996.
- 4.2 The Agreement was freely entered into, without duress, by the Commission and the unions who support and endorse the items contained herein.
- 4.3 The enterprise for which the Agreement is made is the NSW TAFE Commission.
- 4.4 Where this Agreement is silent, existing awards, agreements and determinations which relate to these Institute Managers shall continue to apply.

5. 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.

6. SALARY

6.1.1 Salary Rates

6.1.1 Institute Managers will be paid according to their classification at one of the following salary levels:

LEVELS	SALARY		
	Rate 1 (i.e. 6%)	Rate 2 (i.e. 2%)	July 1996 (i.e. 1%)
Level 1	\$56,180	\$57,304	\$57,877
Level 2	\$60,420	\$61,628	\$62,244
Level 3	\$63,600	\$64,872	\$65,521
Level 4	\$67,840	\$69,197	\$69,889
Level 5	\$72,080	\$73,522	\$74,257
Level 6	\$76,000	\$77,520	\$78,295

6.1.2 Upon registration of this agreement Institute Managers shall receive, in accordance with their salary level, the rate:

- (a) identified in the column headed "Rate 1" which shall be paid by administrative action with effect from 4 May 1995;
- (b) identified in the column headed "Rate 2" which shall be paid by administrative action with effect from the first beginning of the first pay period on or after 1 July 1995.

6.1.3 The rates identified in the column headed "July 1996" shall take effect from the beginning of the first pay period commencing on or after 1 July 1996.

6.2 Motor Vehicle Option

6.2.1 By mutual agreement with the Commission, an Institute Manager may from time to time elect to receive:

- (a) a motor vehicle benefit; and
- (b) a salary equal to the difference between the salary prescribed in respect of the Institute Manager and the amount specified from time to time for the motor vehicle benefit provided to or in respect of the Institute Manager.

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- 6.2.2 The motor vehicle benefit provided for in sub-clause 6.2.1 is an arrangement which gives the Institute Manager access to the use of a motor vehicle on a business/private basis in accordance with NSW TAFE Commission policy.

7. CONDITIONS OF EMPLOYMENT

- 7.1 The provisions of this Agreement prevail over the provisions of any award, agreement, determination and any order of the Industrial Relations Commission of NSW that deal with the same matters.
- 7.2 Nothing contained in sub-clause 7.1 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 13 Grievance Resolution, Clause 14 Disputes Procedure and Annexures A and B of this Agreement.
- 7.3 Institute Managers shall be entitled to conditions of employment as set out in this Agreement including:
- 7.3.1 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.
 - 7.3.2 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 7.3.4) to credit as at the date of their appointment as Institute Manager.
 - 7.3.3 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.
 - 7.3.4 Where an Institute Manager requires sick leave additional to the annual or cumulative entitlement provided in paragraph 7.3.3 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.

7.3.5 Short leave with pay which may be granted in circumstances of pressing necessity. The maximum amount of short leave that may be granted is:

- (a) during the first twelve months of service - 3 working days;
- (b) after completion of twelve months of service - 6 working days in any two year period;
- (c) after completion of two years service - 9 working days in any three year period.

7.3.6 Family leave as provided by the Commission's Family Leave policy.

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

- (a) standard working hours shall be 35 hours per normal working week;
- (b) where work has been performed outside the standard working hours, Institute Managers are entitled to time off in lieu to compensate for additional hours worked, to be taken in circumstances which meet the operational requirements of the Commission and the needs of individual Institute Managers.
- (c) time off in lieu may be taken in single, multiple or part days. Exercising one's entitlement to time off in lieu has an expectation of trust and professionalism by both the Institute Managers and their supervisor in reaching agreement on when and for how long the time off in lieu is taken. Supervisors are to encourage Institute Managers to take time off in lieu on a semester basis however time off in lieu may accumulate over three semesters.
- (d) supervisors are responsible for recording time off in lieu taken by Institute Managers. Institute Managers shall have access to these records, which shall be made available on request.
- (e) where the Institute Managers and their supervisor are unable to agree on appropriate work arrangements within the meaning of this paragraph, the Institute Managers may raise the matter as a grievance under the procedures outlined in Annexure A.

- 7.3.8 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 Institute Manager. This time may be taken in minimum periods of ½ 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 clause 8.
- 7.3.9 Institute Managers, undertaking courses of study, who require arrangements different to those outlined in paragraph 7.3.8 may apply to the Commission for special consideration. The Commission shall consider such requests on a case by case basis.
- 7.3.10 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 Institute Manager has expressed a wish to return to teaching on a full-time basis in the near future;
 - (b) the Institute Manager requests such an arrangement in order to maintain and/or develop their educational and/or managerial effectiveness;
 - (c) the Institute Manager possesses specialist knowledge/experience relevant to the Commission's educational needs.

Where the Institute Managers and their supervisor are unable to agree on appropriate arrangements within the meaning of paragraph 7.3.10, the Institute Managers may raise the matter as a grievance under the procedures outlined in Annexure A.

8. APPOINTMENT AND TRANSFER

- 8.1 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 Commission's Staff Selection policy.
- 8.2 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.

- 8.3 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.
- 8.4 In the circumstances described in sub-clauses 8.2 and 8.3, Institute Managers have access to the Transfer Appeals Panel.

9. PERFORMANCE APPRAISAL

- 9.1 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.
- 9.2 Performance appraisal for Institute Managers shall be conducted in accordance with the Commission's Performance Development Scheme.
- 9.3 Where the Institute Manager and their supervisor are unable to agree on the outcomes of the appraisal process, the Institute Manager may raise the matter as a grievance under the procedures outlined in Annexure A.

10. TRAINING AND PROFESSIONAL DEVELOPMENT

- 10.1 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.
- 10.2 The Commission in consultation with the unions and Institute Managers concerned shall develop a training plan(s) to provide for the professional and management development needs of Institute Managers.
- 10.3 The Commission will participate in national initiatives to identify competencies in consultation with the relevant industry parties.
- 10.4 The training plan(s) shall take into account the development needs identified through the performance appraisal process outlined in clause 9. This will not preclude the inclusion of other agreed identified needs.
- 10.5 The Commission is committed to providing access to and support for professional and management development training.
- 10.6 Institute Managers may apply to their Institute Directors for the right of private practice in accordance with the Commission's policy on Private Employment.

- 10.7 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 Institute Managers approved to undertake approved training and professional development programs.

11. QUALIFICATION REQUIREMENTS

- 11.1 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.
- 11.2 The qualification requirements of positions will be reviewed by the Commission from time to time, in consultation with the unions, in the following circumstances:
- 11.2.1 during job redesign;
 - 11.2.2 during the evaluation of a position;
 - 11.2.3 upon request of any party to this Agreement or officer of the Commission.

12. CLASSIFICATION, GRADING AND EVALUATION OF POSITIONS

- 12.1 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:
- 12.1.1 where the nature of a position is significantly changed or where a new position is created;
 - 12.1.2 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.

13. GRIEVANCE RESOLUTION

Where an Institute Manager raises a grievance as defined within this Agreement, it shall be dealt with by all concerned in accordance with the Commission's Grievance Policy set out in Annexure A.

14. DISPUTES PROCEDURE

Where a dispute arises in relation to any matter contemplated by this Agreement and related to its application, operation or interpretation, the Commission's Dispute Resolution Procedure set out in Annexure B shall be followed by the parties or by an individual as applicable.

15. APPEAL RIGHTS

- 15.1 For positions with salary equivalent to or below that applicable to the maximum salary for Clerk Grade 12, Institute Managers shall continue to have access to the Government and Related Employees Appeal Tribunal in the terms specified by the *Government and Related Employees Appeal Tribunal Act 1980*.
- 15.2 For positions above the salary level for maximum Clerk Grade 12, staff have a right of appeal to the Managing Director where such appointment would constitute a promotion or salary increase for the respective appointee or prospective appellant. Such appeals will be managed in accordance with the Commission's Appeal Process as agreed by the parties .

16. REGRESSION

Staff 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 others, whenever an appropriate vacancy occurs.

17. NEGOTIATING THE NEXT AGREEMENT

- 17.1 The parties agree to commence negotiations on a new Agreement no later than 6 months prior to the expiry date of this Agreement.
- 17.2 During this 6 months deliberation period the parties will meet in order to seek agreement/resolution of any issues.

18. EVALUATION AND IMPLEMENTATION

- 18.1 An Enterprise Agreement Monitoring Group shall be formed comprising an equal number of representatives of the unions and the Commission. This group shall meet as required or at the request of the parties' executive officer(s) and not less than twice during the first 12 months of operation of this Agreement.
- 18.2 If during the operation of this Agreement, a disagreement between the parties arises that cannot be resolved at the local level and which relates to:
- (a) the operation of the provisions of the Agreement;

- (b) the application of any provisions of this Agreement;
- (c) the actions of any party in relation to the operation of the Agreement,

it shall be referred to the Enterprise Agreement Monitoring Group.

19. PRODUCTIVITY

- 19.1 The parties are committed to a co-operative industrial relations environment to help ensure the efficiency of the NSW TAFE Commission so that the Commission will remain the main provider of vocational education and training within New South Wales, and a competitive provider of programs and projects within the Australian and overseas commercial education and training markets. To this end the parties are committed to the maintenance of effort and to the introduction of proactive management practices which will enhance the productivity, effectiveness and efficiency of the Commission to meet changing industry and community needs. The parties are committed to the creation of an environment for all staff based on trust, negotiation and consultation.
- 19.2 The parties agree that the following areas will be jointly reviewed in the life of the Agreement to achieve identifiable improvements and efficiencies and that based on the outcomes of the reviews, Institute Managers will consequently negotiate with their supervisors reasonable targets for the achievement of any agreed enhanced productivity in appropriate areas:
- (a) improving the allocation of resources including the implementation of the Resource Allocation Model (RAM);
 - (b) within the parties understanding of the current student/teacher ratio principles, working towards programming to maximise class sizes including the rationalisation of stage 2, 3 and 4 classes within and across Institutes;
 - (c) efficiencies with respect to utilities and physical resources usage and management in Institutes including the introduction of integrated management systems, subject to a consultative process;
 - (d) implementation of the Commission's Quality Strategy and Matrix, and commitment to the principles of Quality Assurance;
 - (e) improved procedures and processes to enhance the efficiency of communications within the Commission;
 - (f) a consultative procedure to review the management of overtime within the Commission and reduce its use where educationally and industrially practicable;

- (g) enhancement of the management of commercial activities and income generation;
- (h) improved management of flexitime principles in accordance with the flexitime agreement;
- (i) improved management of the Commission's Customer Service focus and commitment to improving the teaching and learning environment;
- (j) other areas agreed to between the parties.

19.3 It is acknowledged that in the interests of efficiencies where similar reviews are being conducted under this Agreement and under the Teachers and Other Educational Staff Enterprise Agreement, such reviews may be conducted jointly, where the parties agree.

20. SPECIAL FITNESS AND HARD TO FILL

- 20.1 A position will be regarded as "hard to fill" when it has been advertised once throughout the Commission and twice throughout New South Wales in the major press and no appointment has been made.
- 20.2 When a position has been identified as "hard to fill" in accordance with subclause (20.1) above, the Commission 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.
- 20.3 Where job redesign has not been deemed to be appropriate, the Managing Director or delegate may offer an allowance of up to 10% of the maximum salary of the position when it is next advertised.
- 20.4 The allowance will be paid to the selected applicant for as long as he/she remains in the advertised position.

21. LOCALITY ALLOWANCE

- 21.1 Staff presently receiving the allowances contained in Annexure C will have these allowances combined into a single allowance for as long as they continue in their current position at their existing location as at the date of signing of this Agreement.
- 21.2 In all other circumstances, the provisions of Clause 20 Special Fitness and Hard To Fill will apply.

22. CONSULTATION FOR MARKET TESTING AND CONTRACTING OUT

- 22.1 Where Contract Market Testing is being considered by the Commission, there shall be full consultation between the unions and the Commission before any changes are initiated to operations presently carried out by Commission staff.

23. RESTRUCTURING

- 23.1 The provisions of this clause shall apply whenever one or more positions within an Institute are the subject of workplace change/restructuring/job evaluation and the position(s) are to be deleted, upgraded or otherwise changed.
- 23.2 Where an area/section is affected by workplace changes/restructuring/job evaluation and a position with an incumbent is upgraded then, provided that the skill levels of the upgraded position are closely related to the skill levels of the former position and the salary increase is less than or equal to a difference of 10% from the incumbent's current substantive salary and that of the minimum of the next step, the incumbent, on a once only basis will be appointed. Where as a result of workplace change/restructuring/job evaluation the salary assigned to a position is reduced, the incumbent shall receive salary maintenance in accordance with NSW TAFE Commission policy.
- 23.3 Where an area/section is affected by workplace change/restructuring/job evaluation and the skill levels of the upgraded/new positions are not closely related to the skill levels of the former position, the manager shall at first instance attempt to appoint permanent staff within the affected Institute, in accordance with the following principles:
- (a) permanent staff who are at the same salary level as the new position or whose positions have been deleted within the affected Institute are asked to indicate to the manager whether and to what position they seek direct appointment. Then, staff within the affected Institute who can be appointed within a 10% salary increase (provided that the 10% increase is less than or equal to the difference between the incumbent's current substantive salary and that of the minimum of the next step) can be considered for direct appointment.
 - (b) direct appointment can only be made where the staff member has the skills and capacities to undertake the core functions of the position, or where it is believed that those skills required can easily be obtained, and the staff member has demonstrated satisfactory performance.

- (c) should more than one staff member indicate an interest in the one position, or the manager believes the staff member is unsuitable for the position, then a selection panel is formed to assess the staff on their merits for the position for which a full application must be submitted. A staff member is not to be considered unsuitable simply because of the lack of specific skills or knowledge which could be easily acquired in the position with reasonable familiarisation and training.
 - (d) where no appointment has been made a staff member who has proceeded through steps (a) to (c) has a right of review to the Managing Director.
- 23.4 If an appointment has not been made as a result of the above processes, or if the vacancy does not arise from workplace change/restructuring/job evaluation, the order for filling the position is as follows:
- (a) **Redeployment/Potential Redeployment**

The Workforce Planning Unit is contacted by the local manager to establish whether there are any excess staff members at the salary level on Redeployment List/Potential Redeployment List who should be placed in the vacancy. The manager will then proceed in accordance with the Commission's Redeployment Policy.
 - (b) **Regression**

Where the position has not been filled by the preceding steps, staff members who are seeking regression will be eligible for priority consideration for appointment to vacant positions. Further details are contained in the Commission's Transfer and Regression Policy.
 - (c) **Staff Selection (Recruitment) Action**

Where no appointment has been made through the above actions, the next step is to advertise the position within the Commission.
 - (d) **Staff Selection (Recruitment) Action**

Where no appointment has been made through the above actions (a) to (c), the position may then be advertised externally.
- 23.4 Nothing in this clause shall limit the appeal rights of Institute Managers which are set out in clause 15 of this Agreement

ANNEXURE A. GRIEVANCE RESOLUTION PROCEDURES

A1 *Introduction*

- A1.1 This process shall apply to all Institute Managers.
- A1.2 This process aims to create and maintain a productive and positive, non-discriminatory and harassment free work place.
- A1.3 Commission management have a responsibility to prevent, identify and resolve problems in the workplace.
- A1.4 Every staff member has a responsibility to treat other staff in a way which will not cause distress.
- A1.5 Where a grievance does arise, it is the responsibility of managers to resolve it within the workplace in a fair, objective and timely manner with a minimum of conflict and disruption.
- A1.6 In dealing with grievances it is expected that all parties will follow the procedures outlined below.
- A1.7 Where a grievance does arise, the parties will be provided with relevant additional resource material attached hereto, as well as being referred to the provisions of Clause 12 and this Annexure of this Agreement.

A2 *Definitions*

A2.1 Grievance

A grievance is a statement or approach by a staff member(s) to a supervisor/manager on a work related problem, concern or complaint which may relate to:

- (a) harassment and/or discrimination on the basis of sex, race, marital status, Aboriginality, physical/intellectual impairment, homosexuality (sexual preference), psychiatric disability or age in relation to compulsory retirement; or
- (b) interpersonal conflict at work including supervisor-staff and co-worker conflicts; or
- (c) unfair allocation of developmental opportunities; or
- (d) lack of communication on work related information; or
- (e) a difficulty concerning the interpretation or application of a Commission policy.



A2.2 This procedure does not cover grievances which are subject to the Government and Related Appeals Tribunal (GREAT) or other review/appeal panels, or disciplinary procedures.

A2.3 The person who raises the grievance is referred to as the grievant. For each grievance there may be one or more grievants.

A2.4 Respondent

A staff member who is alleged to have acted unfairly or in a discriminatory manner or is alleged to be the instigator of the cause of the grievance is referred to as the respondent. There may be more than one respondent in any one grievance situation.

A2.5 Working Days

In relation to the timeframe for addressing grievances, working days refers to all week days excluding public holidays.

A3 ***General Principles of Grievance Resolution***

A3.1 All supervisors and managers have an obligation to identify and resolve, as far as possible, causes of stress to staff without waiting for a grievance to be expressed.

A3.2 As far as practicable, a grievance is dealt with as close to its source as possible.

A3.3 Grievances are to be dealt with within specified timeframes (see sub-clause A14 of this Annexure).

A3.4 All grievances are to be treated seriously, fairly and impartially.

A3.5 If a grievance is not immediately resolvable in the judgement of the parties, (the grievant, respondent and/or manager) then the grievance needs to be formalised and put in writing so that all parties are clear on the substance of the grievance and the outcome(s) sought. In this case, the timeframe for dealing with the grievance commences from the time that the grievance is put into writing.

A3.6 The respondent has the right to know what the grievance is and to be heard in reply to the issues raised.

A3.7 It is important that the grievant and respondent have input into the resolution process. However, this may not apply in circumstances where the Commission may be liable or criminal charges may be laid.



- A3.8 While a grievance resolution procedure is being followed normal work is to continue as far as possible.
- A3.9 A grievance is considered concluded, although not necessarily resolved, when a person with a grievance chooses to withdraw. The grievant should advise the person handling the grievance either in writing or verbally. Similarly, the respondent is also to be advised in writing that the grievance has been withdrawn.
- A3.10 Wherever possible grievances should be resolved in a way that is satisfactory to all those involved. Grievances are usually only considered resolved when the cause of the grievance has been removed or dealt with and when arrangements have been made to repair and make good any damage and distress suffered by the grievant and/or respondent.
- A3.11 It is essential that confidentiality and integrity of the grievance resolution process be protected. All people involved in the process, either directly or indirectly, are bound to keep all matters relating to the grievance confidential.
- A3.12 The number of people involved in dealing with a grievance is to be kept to a minimum. However, additional staff may be required to provide specialised assistance or meet the needs of EEO target group members.
- A3.13 Victimisation of any staff member as a result of using this policy is totally unacceptable and could lead to formal discipline action.
- A3.14 All staff involved in grievance handling are to be given specific training for this purpose.

A4 *Responsibility for Resolution*

- A4.1 Supervisors/managers are to attempt to resolve grievances at the level where the problem has occurred. The emphasis will be on resolving the grievance as quickly as possible and re-establishing harmonious relationships in the work environment.
- A4.2 Instances where grievances cannot be resolved in the workplace by the supervisor/manager are to be referred to the manager in the line above. This is generally where:
- (a) the facts are strongly disputed and/or difficult to establish;
 - (b) the grievance is against the grievant's supervisor/manager;
 - (c) the grievance arises due to repetition or continuation of unacceptable behaviour despite past warnings;

- (d) the grievance, if after proper investigation by the established procedures, leads to formal disciplinary action;
- (e) the manager is not impartial in relation to a particular grievance.

A4.3 Where the respondent holds a position at a level higher than the grievant's manager, the grievant has the option to refer the grievance to a manager in line above their own supervisor/manager.

A5 *Support for Institute Managers*

A5.1 Institute Managers/supervisors can seek support and assistance during the process of grievance resolution from the relevant Human Resource Manager or the Staff Management Adviser.

A6 *Grievance Advisers*

A6.1 The role of a grievance adviser is to discuss the facts of the matter in order to assist the parties to decide upon appropriate action. The grievance adviser may also participate in any discussions or mediation as a support person at the request of the grievant/respondent but may not act as their advocate. The grievance adviser does not have responsibility for resolving grievances through action or decision. This responsibility rests with line management.

A6.2 Staff members holding the following positions with the Commission have been nominated as grievance advisers:

- (a) Harassment Contact Officer;
- (b) NSW TAFE Commission Counsellors;
- (c) Human Resources Manager/Personnel Officer;
- (d) Staff Management Adviser (for supervisors/managers).

A7 *Special Needs*

A7.1 EEO target groups (women, Aboriginal people, people of non-English speaking background, people with a physical or intellectual impairment) may require additional support and assistance in raising and responding to grievances.

A7.2 Language and sign interpreters are to be made available on request at any stage in the grievance process. Only professional interpreters should be used to protect privacy and minimise errors of translation.

A7.3 Both the grievant and respondent may bring another person such as a work colleague, sexual harassment contact officer, spokeswoman to any interview during the resolution process. The role of this other person is to provide support as an observer at the interview.

A8 Union Representation

A8.1 Both the grievant and the respondent may request assistance from their relevant union/association. The union or association representative/official is entitled to be present at any stage of the process and may advise and advocate on behalf of either the grievant or the respondent.

A9 Legal Aspects

A9.1 A grievant is protected against any action for defamation by the defence of qualified privilege, provided the grievance is raised in accordance with the grievance procedures and does not intentionally make a malicious or substantially frivolous complaint.

A9.2 Supervisors/managers who carry out grievance resolution in accordance with established procedures are protected against any action for defamation by the defence of qualified privilege provided that:

- (a) they act in accordance with procedures;
- (b) they are not motivated by malice;
- (c) they do not publish or make available information about the grievance to persons who have no legitimate right to receive it.

A9.3 All staff should be afforded "natural justice" in so far as they should know what has been alleged, have the right to seek advice, reply to allegations and the right to be heard by an unbiased person.

A10 Documentation

A10.1 Resolution of grievances should be handled as simply as possible and documentation should not be retained unless it is necessary as part of the resolution or required for specific reason e.g. as in paragraph A10.2 of this Agreement. Notations are not to be made on personal files.

A10.2 If the grievance is mediated or conciliated the records, including copies of any agreement and outcomes, will be kept on a "Restricted Access" file held by the Institute Human Resources Manager, Staff Management Adviser for Central Support (refer to Personnel Files Policy).

A10.3 Where the resolution of a grievance leads to a disciplinary charge being laid, details should be recorded in accordance with the Personnel Files Policy.

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A11 Specialised Mediation

- A11.1 At any point in the process of resolving a grievance, the parties to the grievance may consider mediation. Attendance at specialised mediation is voluntary.
- A11.2 Specialised mediation is facilitated by a trained mediator who assists the parties to reach an amicable agreement. The mediator maintains strict confidentiality of what transpires during the mediation.
- A11.3 Further guidelines are to be developed in regard to the use of mediation services. (Commission trained mediators and Community Justice centres).

A12 External Advice/Referral Sources

- A12.1 It is desirable to resolve grievances as close to the source as possible by the procedures set out in sub-clause A.13 of this Agreement. However, there are a number of external agencies who provide advice, assistance mediation/conciliation services to members of the public relating to discrimination, harassment and privacy.
- A12.2 External advice/referral sources include:
- (a) Anti-discrimination Board;
 - (b) Ethnic Affairs Commission of NSW;
 - (c) Privacy Commission.

A13 Grievance Resolution Practice

- A13.1 In any circumstances, grievances will be able to be dealt with on an informal level. Should the informal process fail, or any of the parties request the formal process, the procedure set out below is to be followed.
- A13.2 The following procedure will apply to all grievances which are raised by staff of the Commission. The emphasis is on resolution of grievances in the workplace at the level at which they occur. The objective is to resolve the grievance as soon as possible.
- A13.3 At any stage of the procedure, the staff member(s) may choose to have union representation or a support person.
- A13.4 Nothing contained in this procedure shall prevent the General Secretary of the Federation or the General Secretary of the Public Service Association, as appropriate, or nominee(s) or the Managing Director or his/her nominee from entering into negotiations at any level. This may be at the request of a member/s or on their own initiative.

A14 ***Procedure***

This is a generic procedure common to all staff. Steps 1 and 2 may be combined for Institute Managers.

Step 1

- A14.1 Where a staff member(s) has a grievance the matter should be brought to the attention of the supervisor/manager as soon as practicable. Where it is inappropriate to refer the matter to the immediate supervisor, the grievance can be taken to the manager who is next in the line above.
- A14.2 Should the grievance be against a staff member from another area within the Commission, the matter may instead be brought to the attention of the supervisor/manager of the respondent.
- A14.3 The staff member should outline the substance of the issue and state the solution sought. The supervisor and staff member should discuss ways to resolve the matter.
- A14.4 Supervisors will address the matter within 5 working days, either by way of resolving the grievance or negotiating an agreed method and timeframe of proceeding.

Step 2

- A14.5 Where Step 1 does not lead to resolution, the staff member(s) and/or the supervisor should take the grievance to the manager next in line above the supervisor/manager.
- A14.6 The manager will address the matter within 5 working days either by way of resolving the grievance or negotiating with the parties an agreed method and timeframe of proceeding.

Step 3

- A14.7 Where Step 2 does not lead to resolution, the grievance can be referred to the Institute Director (or nominee). Where a grievance concerns a senior manager, the matter may be referred to the Managing Director.

A14.8 The manager will address the matter within 5 working days, either by way of resolving the grievance or negotiating with the parties an agreed method and timeframe for proceeding.

Step 4

A14.9 Where the matter is not resolved through Steps 1 - 3 above, the Institute Director will refer the matter to the Managing Director in writing within 5 working days.

A14.10 A copy of the report prepared by the Institute Director will be given to the parties. The grievant/respondent may provide a copy of the report to the appropriate union.

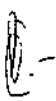
A14.11 The report includes the substance of the grievance, the solution(s) sought, the procedures that have been followed to date and any recommendations for action or resolution.

A14.12 The Industrial Relations Division on behalf of the Managing Director will review all relevant circumstances and will deal with the matter within 5 working days, either by way of resolving the grievance or negotiating an agreed method and timeframe of proceeding.

A14.13 If at this stage the grievance is not resolved, the grievant is to receive a written response to the grievance, including the reasons for not implementing any proposed remedy.

Step 5

A14.14 Where the above steps have failed to reach an agreed resolution of the grievance, the grievant may seek redress through the Industrial Relations Commission.



A15. Advice for the Grievant

The TAFE Commission Grievance Resolution procedure lists the steps you should take if you have a grievance in the workplace. Listed below is some additional information which may assist you in raising a grievance.

- Before you lodge a grievance you may want to get information, support or advice. If so, discuss the matter with one of the Commission's grievance Advisers or your union (Grievance Advisers are listed in above)
- you may wish to informally discuss the matter with the staff member with whom you have a grievance or with your manager.
- the first step in the grievance is to approach your supervisor/manager or the supervisor/manager of the person with whom you have a problem, concern or complaint. It is important to go to the manager who is best placed to facilitate resolution of the situation.
- if you do not feel that the supervisor/manager can resolve the grievance, or if the grievance is against your supervisor/manager you should take the matter to a more senior manager (as specified in Step 2 of the Procedure).
- grievances can be raised either verbally or in writing but may need to be put in writing in some circumstances. Where the grievance is put into writing a copy will be provided to the respondent.
- if you need a language or sign interpreter, one will be made available to you at any stage during the grievance process on request.
- you may bring a friend or work colleague with you to any interview to provide support
- your union representative/official may be present at any stage to advise, assist or advocate on your behalf
- all grievances will be responded to within specified timeframes.
- to ensure confidentiality and protect your rights, you are advised to discuss the matter only with people directly involved with the grievance.
- if you believe you are being victimised for having lodged a grievance, you should report the matter to your manager, grievance adviser or union.

A16. Advice for Respondents

The TAFE Commission Grievance Procedure lists the steps to be followed where a grievance is raised in the workplace. Listed below is some additional information which may assist you if you have been named as a respondent.

- if you have been named as a respondent to a grievance you should participate in the process of resolution.
- before you respond to any allegation you may wish to seek information support or advice. If so, discuss the matter with one of the TAFE Commission's Grievance Advisers or your union.
- no assumptions will be made concerning your involvement in the matter. The person investigating the grievance will be impartial.
- you will be given an opportunity to put your views forward (in writing if you desire). You will be given time to seek advice before you do so.
- you will be given a copy of any written report prepared by the grievant.
- if you need a language or sign interpreter, one will be made available to you during the process on request.
- you may bring a friend or work colleague to any interview to provide support.
- your union representative/official may be present at any stage to advise, assist and advocate on your behalf.
- all grievances will be responded to within specific timeframes
- to ensure confidentiality and protect your rights, you are advised to discuss the matter only with people directly involved with the grievance.

A17. Advice for Supervisors and Institute Managers

The TAFE Commission Grievance Resolution Procedure is to be followed for the resolution of grievances. Responsibility for the resolution of grievances rests with line management.

Receive Grievance

- listen sympathetically and seriously to the staff member with a grievance.
- get a broad outline of the grievance, then a step by step account.



- take accurate notes using the grievant's own words. You should check your interpretation relating to what the grievant is saying by reading back your notes. If a written record is prepared a copy is given to the grievant. The grievant is to be made aware that the respondent is entitled to receive a copy of any written record.

Clarify Procedure

- provide the grievant with a copy of the TAFE Commission's Grievance Resolution Policy.
- explain the process of grievance resolution to the grievant and confirm their understanding of the procedures.
- assure the grievant/respondent you will address the matter, promptly and confidentially.
- discuss options to resolve the grievance with the grievant. This may include suggesting specialised mediation.
- advise grievant/respondent of their right to seek union assistance

Identify the Expected Outcome

- ask the grievant what outcome they seek.
- seek advice (if required) from Human Resources Manager.

Meet with the Respondent

- if the grievance has been lodged against another staff member interview that person separately and impartially
- state exactly what the grievance is to the respondent and advise them they have time to seek advice
- provide the respondent with a copy of the Commission's Grievance Resolution Policy
- the respondent has the right to a copy of any written report prepared by the grievant and to respond (in writing if they chose)
- if appropriate, the details of the respondent's reply to the complaint should be recorded and details of any offer made by the respondent in redress (e.g. an apology) is also recorded. Any offers of redress should be referred to the grievant in a separate interview.

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Options for Resolution

- with the grievant's consent, call the parties together and attempt to reach an agreement. If an agreed position is reached, formalise the agreement in writing. Both parties receive a copy and discuss its implementation.
- if the parties cannot agree, propose a resolution or an appropriate method and timeframe for proceeding. Where appropriate, interview witnesses, keeping their involvement to the minimum necessary to establish the facts. If notes are taken, show these to the witness to allow confirmation of what was discussed. Propose a resolution including one for redress, based on information obtained from the grievant, respondent, witnesses and other people and any documentation. The resolution is conveyed to the grievant and respondent.
- if the grievant/respondent are not satisfied with the outcome, advise them of their rights in accordance (whichever is applicable) of the procedure in section: 5.

General Responsibilities

- ensure the grievant/respondent are informed regularly of progress towards resolution
- at any stage that an agreement is reached, you and the parties are responsible for its implementation
- if it is established at any stage during the process that the grievance involves disciplinary action, a disciplinary investigation should be implemented, which involves a separate process. In this case, advice is to be sought from the Institute Human Resources Manager.
- if appropriate, make arrangements to repair and make good any damage/distress suffered by the grievant and/or a respondent.
- check at a later date that the solution is working satisfactorily.
- ensure an harmonious workplace in which no victimisation occurs.



ANNEXURE B. DISPUTE RESOLUTION PROCEDURE

- B1 The procedure will apply to all disputes which are raised by the staff of the Commission and may be taken up by an individual employee and/or employees and/or their union. The emphasis is on resolution of the dispute as close to its source as possible.
- B2 Where a matter does not fall within the definition of a "Grievance" as contained in Annexure A of this Agreement, it shall be regarded as a Dispute and will be dealt with in accordance with this Disputes Resolution Procedure.
- B3 At any stage of the procedure, the staff member(s) may choose to have union representation or a support person.
- B4 Nothing contained in this procedure shall prevent the General Secretary of the Teachers Federation or General Secretary of the Public Service Association, as appropriate, or their nominee(s) or the Managing Director or his/her nominee from entering into negotiations at any level. This may be at the request of a member/s or on their own initiative.
- B5 The parties agree that while the procedure is being followed, the status quo will remain.
- B6 The time lines below are maxima. The parties are committed to this procedure and, in the event of the time limits not being met at any stage either party may proceed to the next Step of the Procedure or refer the matter to the Industrial Relations Commission.
- B7 Step 1
- In the event that a dispute arises in relation to the application or interpretation of conditions of employment, the staff member and/or union representative and/or union official will raise the matter with the immediate supervisor/manager as soon as practicable.
- The parties will discuss the matter within the time line specified below in an attempt to resolve the dispute by way of agreement.
- The supervisor/manager will address the matter within two working days either by way of an agreed resolution or by negotiating an agreed method and time frame for proceeding.
- B8 Step 2
- Matters not resolved satisfactorily or matters where it is inappropriate for discussion with the supervisor/manager as outlined above will be taken up with the manager next in line above this supervisor/manager.
- The matter will be discussed within the time line specified below in an attempt to resolve the dispute by way of agreement.

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The manager will address the matter within two working days either by way of an agreed resolution or by negotiating an agreed method and time frame for proceeding.

B9 Step 3

Matters not resolved satisfactorily or matters where Step 1 and 2 are inappropriate will be referred to the Institute Director (or nominee).

In the majority of cases it is expected that the Director will address the matter within two working days. However, the matter shall be addressed within five working days either by way of an agreed resolution or by the parties negotiating an agreed method and/or extended time frame for proceeding.

Where the dispute involves the Institute Director, the matter may be referred to the Managing Director.

B10 Step 4

Where Step 3 does not lead to resolution, the matter will be referred to the Managing Director or nominee.

A report will be provided outlining the substance of the dispute and the procedures undertaken thus far.

The parties will discuss the matter in an attempt to reach agreement within the time line specified below.

In the majority of cases it is expected that the manager will address the matter within two working days. However, the matter shall be addressed within five working days either by way of an agreed resolution or by the parties negotiating an agreed method and/or extended time frame for proceeding.

B11 Step 5

Should step 4 not lead to an agreed resolution then any party may refer the matter to the Industrial Relations Commission or Industrial Court.

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ANNEXURE C. ISOLATED LOCATIONS ALLOWANCES

<p>LOCALITY ALLOWANCES - TEACHERS</p> <p>1. Climatic Allowances (Hot summer temperatures)</p> <p><u>Categories</u></p> <p>a) Single or married with independent non-teaching spouse.</p> <p>b) Married with dependent spouse.</p> <p>c) Married with teaching spouse.</p> <p><u>Locations</u></p> <p>Boggabilla Bourke Broken Hill Cobar Coonamble Moree Nyngan Warren Wilcannia</p>	<p>2. Isothermic (Cold winter temperatures)</p> <p><u>Categories</u></p> <p>a) Single or married with independent non-teaching spouse.</p> <p>b) Married with dependent spouse.</p> <p>c) Married with teaching spouse.</p> <p><u>Locations</u></p> <p>Armidale Bathurst Cooma Glenn Innes Inverell Tenterfield</p>	<p>3. Socio-Economic Isolation Allowance</p> <p><u>Categories</u></p> <p>a) Single or married with independent non-teaching spouse.</p> <p>b) Married with dependent spouse.</p> <p>c) Married with teaching spouse.</p> <p><u>Locations</u></p> <p>Wilcannia Bourke Boggabilla Cobar Dunedoo Nyngan Warren</p>	<p>4. Motor Vehicle Depreciation Allowance</p> <p><u>Categories</u></p> <p>Divided into 6 groupings</p> <p><u>Locations</u></p> <p>Wilcannia</p>
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REMOTE AREAS ALLOWANCE - PUBLIC SERVICE		
<p>1. Grade A Allowances</p> <p><u>Categories</u> a) With dependents b) Without dependents</p> <p>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, Rankin's Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw and includes a place situated in any such town or locality.</p> <p><u>Location</u></p> <p>All others within the above but not covered in the Category B or C allowances.</p>	<p>2. Grade B Allowances</p> <p><u>Categories</u> a) With dependents b) Without dependents</p> <p><u>Locations</u></p> <p>Angledook Barrigan Bourke Brewarrina Clare Enngonia Goodooga Ivanhoe Lake Mungo Lightening Ridge Louth Mungindi Pooncane Redbank Walgett Wanaaring Weilmoringle White Cliffs Wilcannia Willandra</p>	<p>3. Grade C Allowances</p> <p><u>Categories</u> a) With dependents b) Without dependents</p> <p><u>Locations</u></p> <p>Fort Grey Mootwingee Mount Wood Nocoleche Olive Downs Tibooburra Yethong</p>

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