

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA09/16

TITLE: TAFE NSW Riverina Institute National Aerospace Training Centre of Excellence (NATCOE) Enterprise Agreement 2009

I.R.C. NO: IRC9/371

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to educational staff employed by the National Aerospace Training Centre of Excellence (NATCOE) who fall within the coverage of the Crown Employees (Teachers in Schools and Related Employees) Salaries and Conditions Award 2009.

PARTIES: Crown in the Right of the State of New South Wales (Department of Education and Training) -&- the New South Wales Teachers Federation

**TAFE NSW RIVERINA INSTITUTE
NATIONAL AEROSPACE TRAINING CENTRE OF EXCELLENCE (NATCOE)
ENTERPRISE AGREEMENT 2009**

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1. Introduction

- 1.1 This is an Enterprise Agreement made between the **Crown in the right of the State of New South Wales (the Crown)** and the New South Wales Teachers Federation regulating the conditions of employment of National Aerospace Training Centre of Excellence educational staff with the aim of recognising its uniqueness and ensuring the commercial viability of National Aerospace Training Centre of Excellence and the long term employment of its educational staff.
- 1.2 Unless expressly provided otherwise, the provisions of the *Crown Employees (Teachers in TAFE and Related Employees) Salaries and Conditions Award 2009* as varied or replaced shall not apply to employees covered by this Agreement.

2. Definitions

- 2.1 “ABS Labour Price Index” means the Australian Bureau of Statistics Labour Price Index, catalogue number 6345.0, Table 5b. Total Hourly Rates of Pay Excluding Bonuses; Australia; Education; Public; All Occupations.
- 2.2 “Award” means the *Crown Employees (Teachers in TAFE and Related Employees) Salaries and Conditions Award 2009* as varied or replaced.
- 2.3 “Australian Defence Force” means the combined military arms of the Commonwealth of Australia which includes the Royal Australian Air Force (RAAF), the Royal Australian Navy (RAN) and the Australian Regular Army (ARA).
- 2.4 “Base Program” means the required hours of attendance as specified in subclause 6.7 of this Enterprise Agreement.
- 2.5 “Chief Instructor” means a teacher engaged as such at NATCOE on a full time basis to provide leadership in educational and training support services and overall supervision and co-ordination of Senior Instructors, for services delivered or required to be delivered under the RAAF Contract.

- 2.6 “Courseware Development” means development of aviation engineering and technical training courseware, delivered or required to be delivered under the RAAF Contract.
- 2.7 “Duties Other Than Teaching” means educational associated services other than Educational and Training Support Services or Courseware Development delivered or required to be delivered under the RAAF Contract.
- 2.8 “Educational and Training Support Services” means educational and training support services, including educational delivery, education support (tuition, training tuition and remediation) and Commanding Officer’s discretion, delivered or required to be delivered under the RAAF Contract.
- 2.9 “Employee” means a person employed on a full time or part time basis in a classification covered by this Enterprise Agreement on a fixed term contract basis.
- 2.10 “Institute Director” means the Institute Director, TAFE NSW – Riverina Institute.
- 2.11 “Instructor” means a teacher engaged as such at NATCOE on a part time basis to provide educational and training support services delivered or required to be delivered under the RAAF Contract.
- 2.12 “Minimum Annual Salary” means the salary as provided for in clause 8 – Instructor’s Minimum Annual Salary for Delivery of Educational and Training Support Services, and clause 9 – Annual Review of Instructor’s Minimum Annual Salary, of this Enterprise Agreement.
- 2.13 “NATCOE” means the National Aerospace Training Centre of Excellence which is based at RAAF Base Wagga Wagga, and is a campus of TAFE NSW – Riverina Institute.
- 2.14 “NSWTF” means the New South Wales Teachers Federation.
- 2.15 “Parties” mean the Crown and the NSWTF.
- 2.16 “Program” means an Instructor’s overall program of educational and training support services, Duties Other Than Teaching (DOTT) and Courseware Development as set out in subclauses 6.4, 6.5, 6.6, 6.7, 6.11, 6.12 and 6.14 of this Enterprise Agreement.
- 2.17 “RAAF Contract” means Contract Number V310082 – Provision of Aviation Technical Training for the Australian Defence Force (ADF), between the Commonwealth and TAFE NSW – Riverina Institute.
- 2.18 “RAAF Schedule of Ground Training” means the document that details courses to be conducted at the RAAF School of Technical Training as issued by Headquarters RAAF Training Command.
- 2.19 “Senior Instructor” means a teacher engaged as such at NATCOE on a full time basis to provide leadership in educational and training support services and

overall supervision of Instructors, for services delivered or required to be delivered under the RAAF Contract.

2.20 "TAFE" and "TAFE NSW" means the TAFE Commission as defined under the *Technical and Further Education Act 1990*.

3. Employment Arrangements

- 3.1 Should the RAAF Contract be varied, renewed and/or extended these employment arrangements shall be reviewed by the parties with a view to offering employment aligned with the RAAF Contract as varied, renewed and/or extended.
- 3.2 The filling of vacant positions shall be by way of a merit based recruitment and selection process in line with Staffing Procedures for TAFE NSW as amended from time to time.
- 3.3 The provisions in this Enterprise Agreement relating to the adjustment of rates of remuneration by reference to the ABS Labour Price Index are not to be used by TAFE, the Department of Education and Training or the NSWTF as a precedent in any future negotiations or court or tribunal proceedings whatsoever.

4. Qualification Requirements

- 4.1 Instructors at NATCOE shall be required to satisfy the minimum qualifications stipulated in Schedule A of the RAAF Contract. These qualifications are as follows:
 - 4.1.1 **Minimum Technical or Trade Qualifications.** Instructors shall have the minimum technical or trade qualifications appropriate to the trade or discipline directly related to the area in which the person will instruct. The qualifications shall be accredited by Australian or New Zealand Vocational Educational and Training Accreditation Agencies.
 - 4.1.2 **Minimum Experience Levels.** Instructors shall have five years or more post basic trade qualification experience in a trade or discipline appropriate to the area in which the person is to instruct.
 - 4.1.3 **Minimum Instructional Qualifications.** Instructors shall have satisfactorily completed a Certificate IV in Assessment and Workplace Training or a Defence acceptable equivalent, such as the RAAF Instructional Technique course. Instructional staff are required to be certified Workplace Assessors.

5. NATCOE Year

- 5.1 NATCOE shall operate for a period of 49 weeks in a calendar year, during which the facility may be open and utilised to deliver services required under the RAAF Contract, and have a 3 week close down period surrounding Christmas and the New Year.

5.2 The dates of the close down period shall be those as determined by the Australian Defence Force and may vary from year to year.

6. Hours of Work

- 6.1 The parties agree to a flexible approach in relation to working hours and working arrangements at NATCOE to deliver the requirements of the RAAF Contract.
- 6.2 The arrangements for the Chief Instructor shall be based on the averaging over the NATCOE year of a normal weekly full time attendance of 35 hours over 47 weeks of the year – i.e. 1645 hours per annum.
- 6.3 A Senior Instructor's program shall be developed by the Chief Instructor in consultation with the Senior Instructor and shall be based on a normal weekly full time attendance of 35 hours over 47 weeks of the year, of educational and training support services and administration averaged, over the NATCOE year as follows:
- | | |
|---|---------------|
| Educational and Training Support Services | – 470 hours |
| Administration | – 1175 hours. |
- 6.4 An Instructor's program for each term for the delivery of educational and training support services may vary year to year, having regard to fluctuations in the RAAF Contract requirements.
- 6.5 An Instructor's program shall be developed by his/her supervising Senior Instructor in consultation with the Instructor prior to the commencement of each semester. Where feasible, the days and hours of attendance shall be provided at least 3 weeks in advance.
- 6.6 An Instructor's Base program shall be less than full time (i.e. less than 30 hours per week) averaged over the NATCOE Year.
- 6.7 From the commencement of this Enterprise Agreement the required ordinary hours of attendance under an Instructor's Base program shall be based on a normal weekly attendance of 23 hours of educational and training support services per week, ie 270.25 hours per term or 1081 hours per annum .The actual hours of attendance within a week or term may vary having regard to fluctuations in the RAAF Contract requirements.
- 6.8 Method of Payment – Instructors other than Instructors undertaking courseware development on a full time basis, may elect at the beginning of each calendar year, subject to the provisions of this Enterprise Agreement, to be paid either on an averaging or actual hours worked basis.
- 6.9 Under the averaging method of payment option the Instructor shall be paid in regular fortnightly instalments based on the normal weekly attendance set out in subclause 6.7.
- 6.10 Under the actual hours worked method of payment option, Instructors shall be paid for actual educational and training support services hours worked each fortnight and paid the hourly rate set out in subclause 10.1. The Instructor shall be

paid the excess hourly rate as set out in subclause 11.1 for all educational and training support services hours worked in excess of 270.25 hours for each term. Such excess shall not be included for the purposes of determining an Instructor's ordinary hours of attendance requirements under subclauses 6.6 and 6.7 of this Enterprise Agreement.

- 6.11 Under the averaging method of payment option, any educational and training support services undertaken from the commencement of this Enterprise Agreement, that exceeds the average hours per term per the Instructor's Base program as set out in subclause 6.7, shall be paid as excess hours at the rate set out in subclause 11.1, at the end of the term. Such excess hours shall not be included for the purposes of determining an Instructor's ordinary hours of attendance requirements under subclauses 6.6 and 6.7 of this Enterprise Agreement.
- 6.12 Payment for duties other than teaching (DOTT) and/or courseware development duties undertaken shall be paid at the appropriate hourly rate in accordance with subclauses 12.1 and 13.1, on a fortnightly basis. Such hours of duties other than teaching (DOTT) and/or courseware development duties shall not be included for the purposes of determining an Instructor's ordinary hours of attendance requirements under subclauses 6.6 and 6.7 of this Enterprise Agreement.
- 6.13 A Senior Instructor's program of educational and training support services and administration shall be developed by the Chief Instructor in consultation with the Senior Instructor prior to the commencement of each semester.
- 6.14 The programs as referred to in subclauses 6.3 to 6.13 above, including scheduled days and hours of attendance, may be varied so as to ensure the training requirements covered in the RAAF Schedule of Ground Training and any other specific requirements of the RAAF Contract are achieved.

7 Annual Salary – Chief Instructor and Senior Instructors

- 7.1 From the commencement of this Enterprise Agreement the annual salary for the Chief Instructor shall be \$100,440.
- 7.2 From the commencement of this Enterprise Agreement the annual salary for Senior Instructors shall be \$97,559.
- 7.3 The Chief Instructor and Senior Instructor's salaries shall be reviewed annually and adjusted in line with the ABS Labour Price Index. The same percentage adjustment that is made to the Instructor's hourly rate shall also be applied to the Chief Instructor and Senior Instructor's salaries. Schedule 1 to this Enterprise Agreement sets out the Instructor's Hourly Rate Adjustment Formula.
- 7.4 Any adjustments to the Chief Instructor and Senior Instructors salaries arising from the annual ABS Labour Price Index review process set out in subclause 7.3 shall take effect from the first full pay period commencing on or after 1 January in the next calendar year.

8 Instructor's Minimum Annual Salary for Delivery of Educational and Training Support Services

- 8.1 Instructors shall be offered a minimum annual salary each calendar year to deliver a Base Program of educational and training support services, or pro rata where the period of employment under this Enterprise Agreement is less than 12 months.
- 8.2 Any adjustments to an Instructor's pay necessary to ensure he/she receives the minimum salary, or pro rata, for a particular calendar year shall be made no later than 31 January of the following calendar year.
- 8.3 The minimum annual salary for Instructors for delivery of a Base Program of educational and training support services shall be \$70,055 pro-rata from the first full pay period to commence on or after 1 January 2009. Payment for the delivery of a Base Program of educational and training support services shall be paid on a fortnightly basis at the appropriate rate in accordance with subclause 6.8 to 6.11.

9. Annual Review of Instructor's Minimum Annual Salary

- 9.1 The minimum annual salary for Instructors in clause 8 of this Enterprise Agreement shall be reviewed in accordance with the formula in Clause 9.2 by the parties on an annual basis. The Review shall commence as soon as Australian Defence Force training details are known for the following year. The aim shall be to commence this Review no later than October each year.
- 9.2 This shall be reviewed annually and adjusted in line with the formula in Schedule 1 of this enterprise agreement. The formula for reviewing the minimum annual salary shall be:

Annual hours of "Fee for Service" activities covering delivery, educational support and Commanding Officer's discretion which will be delivered by Instructors under the RAAF Contract, divided by the number of available instructors, multiplied by the instructor's hourly rate as specified in clause 10.1 and adjusted annually by the ABS Labour Price Index.
- 9.3 Any adjustments to the minimum annual salary arising from the Review shall take effect from the first full pay period commencing on or after 1 January in the next calendar year.

10. Hourly Rate of Pay for Instructor's Base Program for Delivery of Educational and Training Support Services

- 10.1 From the commencement of this Enterprise Agreement, Instructors shall be paid an hourly rate of pay of \$58.37 for each hour undertaken as part of the Instructor's Base program.
- 10.2 This shall be reviewed annually and adjusted in line with the formula in Schedule 1 of this enterprise agreement. The adjusted rate shall take effect from the first full pay period commencing on or after 1 January in the next calendar year.

10.3 The same percentage adjustment that is made as a result of the ABS Labour Price Index to the Instructor's hourly rate shall also be applied to the Chief Instructor and Senior Instructor's salaries.

11. Hourly Rate of Pay for Excess Hours for Delivery of Educational and Training Support Services

11.1 When an Instructor undertakes educational and training support services in addition to the Instructor's Base program of 270.25 hours per term, the Instructor shall be paid an excess hourly rate of \$64.81 per hour for undertaking such additional educational and training support services.

11.2 This shall be reviewed annually and adjusted in line with the formula in Schedule 1 of this enterprise agreement. The adjusted rate shall take effect from the first full pay period commencing on or after 1 January in the next calendar year.

12. Hourly Rate of Pay for Duties Other Than Teaching (DOTT)

12.1 If an instructor agrees to undertake duties other than teaching (DOTT) as part of his/her overall program, the instructor shall be paid an hourly rate of \$51.16 for undertaking such additional duties.

12.2 This shall be reviewed annually and adjusted in line with the formula in Schedule 1 of this enterprise agreement. The adjusted rate shall take effect from the first full pay period commencing on or after 1 January in the next calendar year.

13. Hourly Rate of Pay for Courseware Development

13.1 If an Instructor agrees to undertake courseware development duties as part of his/her overall program, the Instructor shall be paid the Duties Other Than Teaching (DOTT) rate of \$51.16 for undertaking such additional duties.

13.2 This shall be reviewed annually and adjusted in line with the formula in Schedule 1 of this enterprise agreement. The adjusted rate shall take effect from the first full pay period commencing on or after 1 January in the next calendar year.

14. Payment for Courseware Development undertaken on a Full Time Basis

14.1 If an Instructor agrees to undertake courseware development duties on a full time basis for a specified period, then for that specified period, he/she shall be remunerated and, unless expressly provided otherwise in this Enterprise Agreement, employed on conditions in accordance with those provided for Education Officers in accordance with the Award and be paid at Step 13 of the Common Incremental Salary Scale in the Award.

15. Compensation for Excess Travel and Travel Expenses on Official Business

- 15.1 If an employee undertakes excess travel in relation to the performance of his/her program then the employee shall be paid the DOTT hourly rate set out in clause 12.1 for those hours of excess travel.
- 15.2 For the purposes of this subclause, excess travel shall mean the actual travelling time spent in excess of 15 minutes per day in any approved travel to and from locations other than the employee's home and NATCOE but shall not include travel between NATCOE and the Wagga Wagga Campus. Actual travelling time shall include associated waiting time where applicable.
- 15.3 Excess travel time undertaken shall not be included or taken into account for employee attendance requirement purposes.
- 15.4 When travel on official business is undertaken the cost of all approved travel expenses including use of private motor vehicles, rental vehicles, taxis, air travel, overnight accommodation and meals associated with that travel shall be met by NATCOE. Employees shall be reimbursed for expenditure for approved travel expenses in accordance with the Department of Education and Training *Travel on Official Business Policy and Meal, Travelling and Related Allowances Rates*.

16. Leave

- 16.1 From the commencement of this Enterprise Agreement, other than for Instructors undertaking courseware development on a full time basis in accordance with subclause 14.1, the minimum annual salary for Instructors as provided for in clause 8 and the base program as provided for in clause 6.7 of this Enterprise Agreement shall be used for calculating Instructors payment for all approved leave, other than leave without pay and Long Service Leave. Long Service Leave will be calculated in accordance with the provisions of subclause 16.5.3.
- 16.2 Chief Instructor and Senior Instructors – The Chief Instructor and Senior Instructors salaries as provided for in clause 7 of this Enterprise Agreement shall be used for calculating the leave entitlements of the Chief Instructor and Senior Instructors.
- 16.3 Annual Leave – Subject to the provisions of the *Annual Holidays Act 1944*, educational staff at NATCOE shall be entitled to annual leave as follows:
- 16.3.1 Chief Instructor, Senior Instructors and Instructors – Twenty five (25) working days annual leave per annum or pro rata where employed for periods less than 12 months.
- 16.3.2 Annual leave for the Chief Instructor, Senior Instructors and Instructors accrues at the rate of 2.08 working days per month.
- 16.3.3 Annual leave shall be taken at a time and for a period agreed between the employee and the Institute Director or delegate and shall be taken to coincide with the RAAF School of Technical Training period of

reduced activity over the Christmas/New Year period, and with the balance of leave to be taken, having regard to fluctuations in the RAAF contract requirements, at a time and for a period agreed between the employee and the Institute Director or delegate throughout the remainder of the NATCOE year.

16.4 Annual Leave Loading

- 16.4.1 The Chief Instructor, Senior Instructors and Instructors shall be paid an annual leave loading of 17.5% on four weeks (ie. 20 working days) of their annual leave entitlement for each twelve months of service, or pro-rata.

16.5 Extended/Long Service Leave

- 16.5.1 Subject to the *TAFE Commission Act 1990*, the Chief Instructor and Senior Instructors shall be entitled to extended leave in accordance with the Award.
- 16.5.2 If an Instructor agrees to undertake courseware development duties on a full time basis for a specified period, then for that specified period, he/she shall be entitled to extended leave in accordance with the Award.
- 16.5.3 Instructors, other than Instructors undertaking courseware development on a full time basis in accordance with subclause 14.1, shall be entitled to long service leave in accordance with the *Long Service Leave Act 1955*. The Administrative Guidelines for TAFE Part Time Casual Teachers, Coordinators and Counsellors shall continue to apply in respect of calculating long service leave.

16.6 Other Leave Provisions

- 16.6.1 Except as provided for in this Enterprise Agreement, all other leave provisions for staff employed under the Enterprise Agreement, shall be in accordance with those provided for in the Award.

17. Training and Development

- 17.1 Employees shall be entitled to Training and Development in accordance with the Award.

18. Dispute Resolution Procedures

- 18.1 Dispute resolution procedures in accordance with the Award shall apply.

19. No Further Claims

- 19.1 Except as allowed by the *Industrial Relations Act 1996*, prior to 31 December 2011 there shall be no further claims by the parties to this Enterprise

Agreement for changes to salaries, rates of pay, allowances, or conditions of employment in relation to matters expressly contained in this Enterprise Agreement.

20. Anti-Discrimination

20.1 The provisions of the Award shall apply.

21. Industrial Rights

21.1 The provisions of the Award shall apply.

22. Deduction of Union Membership Fees

22.1 The provisions of the Award shall apply.

23. Salary Packaging

23.1 The provisions of the Award shall apply

24. Duration of Enterprise Agreement

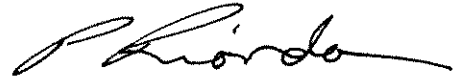
24.1 This Enterprise Agreement shall have effect from the first full pay period to commence on or after 1 January 2009 and shall remain in force until 31 December 2011. Renegotiation of this Enterprise Agreement shall commence no later than three calendar months prior to the date of termination.

**SIGNED for the
CROWN IN THE RIGHT OF
THE STATE OF NEW SOUTH WALES
By Peter Riordan
Deputy Director-General,
Workforce Management & Systems Improvement**

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In the presence of

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(Witness)



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**SIGNED for the
NSW TEACHERS FEDERATION
By John Irving, General Secretary**

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In the presence of

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(Witness)



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SCHEDULE 1

INSTRUCTOR'S HOURLY RATE ADJUSTMENT FORMULA

1. The Enterprise Agreement shall have effect from the first full pay period to commence on or after 1 January 2009 and the initial hourly rates will be applicable from that date. The base date shall be 1st January 2005.

Hourly Rate Adjustment

2. The initial hourly rates shall be adjusted in accordance with the following formula. The first hourly adjustment date shall be the 1st January **2009** and the hourly rate will be adjusted in accordance with the annual percentage increase in ABS Labour Price Index as indicated in the Index listed below, and then every twelve months thereafter. The revision formula will be based on the index received from the Australian Bureau of Statistics for the December quarter preceding the adjustment date (1 January). Hourly rates shall remain firm for every twelve monthly period following hourly rate adjustment.

$$\mathbf{AHR} = \mathbf{IHR} \times \frac{\mathbf{AI}}{\mathbf{AIo}}$$

Where:

AHR = Adjusted Hourly Rate

IHR = Initial Hourly Rate

AI = The adjustment index number for the quarter preceding the Quarter containing the hourly adjustment date.

AIo = The adjustment index number for the quarter preceding the Base Date.

The Index: **ABS 6345.0 Labour Price Index, Table 5b. – Total Hourly Rates of Pay Excluding Bonuses, Australia; Education; Public; All Occupations**