

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA09/28

TITLE: Electro Skill Operation Instructors Agreement 2009

I.R.C. NO: IRC9/1131

DATE APPROVED/COMMENCEMENT: 12 August 2009 / 1 January 2009

TERM: 12

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 28 August 2009

DATE TERMINATED:

NUMBER OF PAGES: 23

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all Teachers/Instructors/Head Instructors and related employees in the classifications which are set out in Schedule 1, employed by the the Australian Electrotechnology Industry Training Centre Ltd, Electrical Trades Union of Australia, NSW Branch, located at 23-27 Marquet Street, Rhodes, NSW 2138, who fall within the coverage of the Electrical, Electronic and Communications Contracting Industry (State) Award.

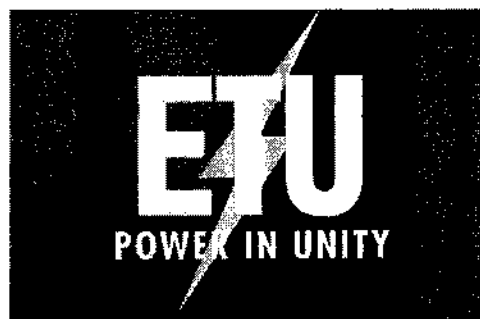
PARTIES: Electro Skills -&- the Electrical Trades Union of Australia, New South Wales Branch



Electro Skills™

Electro Skills Instructors / ETU Agreement

2009- 2011



Electro Skills Instructors / ETU Agreement 2007

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2. Definitions

- 2.1 "Agreement" means the "Electro Skills Instructors Agreement 2009"
- 2.2 "Approved Program" means a teaching program taught across the RTO year.
- 2.3 "Australian Qualifications Framework (AQF)" means the policy framework that defines all qualifications recognised nationally in postcompulsory education and training within Australia. The AQF comprises titles and guidelines which define each qualification, together with principles and protocols covering articulation and issuance of qualifications and Statements of Attainment.
- 2.4 RTO (Registered Training Organisation)" means a RTO establishment or other centre where instruction is provided and includes any place designated as part of, or as an annexe to, such RTO.
- 2.5 "Degree" means a course of study in a higher education institution leading to a degree as described in the Australian Qualifications Framework as at 1 January 1995.
- 2.6 "Department" means the Department of Education and Training (DET).
- 2.7 "Diploma" means a course of study in a higher education institution leading to a diploma as described in the Australian Qualifications Framework as at 1 January 1995.
- 2.8 "Employee" means a person employed on a permanent basis in a classification covered by this Agreement.
- 2.9 "Employer" means the Australian Electrotechnology Industry Training Centre Ltd. (Electro Skills) Registered Training Organisation. Head office located at 23 — 27 Marquet Street, Rhodes, NSW, 2138.
- 2.10 "Equivalent" when referring to qualifications means those qualifications deemed by the employer to be equivalent to specified qualifications.
- 2.11 "Excess Teaching Hours" means the actual teaching hours in excess of a teacher's standard weekly teaching component or annual teaching component, as appropriate, that a teacher is required to teach.
- 2.12 "Graduate" means a person who has obtained a degree from a higher education institution or possesses qualifications determined by the employer to be equivalent to such a degree.
- 2.13 "Graduate Diploma" means a course of study in a higher education institution leading to a graduate diploma as described in the Australian Qualifications Framework as at 1 January 1995.
- 2.14 "Head Teacher or Head Instructor" means all persons employed within this classification, including those referred to in subclause 2.6.

- 2.15 "Higher Education Institution" means a university or other tertiary institution recognised by the employer which offers degrees, diplomas or teacher education courses.
- 2.16 "Institute" means any grouping of the RTO campuses or places where the RTO provides education, training, administrative and other services from time to time as specified by the Management.
- 2.17 "Industrial Relations Commission" (IRC) means the Industrial Relations Commission of New South Wales, established by the Industrial Relations Act 1996.
- 2.18 "Part time Casual Teacher" means a teacher engaged to teach on an hourly basis. It is the employer's intention that no Part time Casual Teacher shall be engaged to deliver the equivalent of a full time teaching program for 12 or more weeks in a semester except where a Temporary Teacher is not able to be employed following recruitment action.
- 2.19 "Parties" means the Employer and the Union.
- 2.20 "RTO" means a Registered Training Organisation (Electro Skills).
- 2.21 "Service" means continuous service, unless otherwise specified in the Agreement.
- 2.22 "Teacher" means a person, instructor or officer employed permanently or temporarily in a full time or part time educating position.
- 2.23 "RTO Year" means a period of 50 weeks, excluding the two week period surrounding Christmas, New Year, during which educational programs may be conducted.
- 2.24 "Teacher in Training" means a person employed as a teacher who is undertaking a course of teacher education which has been prescribed by the employer.
- 2.25 "Union" means the Electrical Trades Union of Australia, NSW Branch.

3. Salaries

- 3.1 Salaries under this Agreement incorporate the following increases for the first pay period commencing on or after the 1st January 2009.
- 3.1.1 For all Employees covered by this Agreement, an increase of 4.0% payable on the employees ordinary weekly earnings from 1st January 2009 and a further increase of 4.0% payable from 1st January 2010.
- 3.1.2 Allowances to be increased in accordance with ATO rulings
- 3.1.3 In addition to the above stated wage increases a further 1.0% increase will be contributed by the Employer into the Employees' Superannuation Contribution for all Employees covered by this Agreement from the 1st January 2009 and a further increase of 1.0% payable from 1st January 2010..
- 3.1.3.1 An employee covered by this agreement who's age is in excess of the Superannuation Contribution Provisions will receive, as an allowance paid for "All Purpose", the equivalent of the Employer Superannuation Contribution into the employees weekly wage, as referenced in sub clause 3.1.3.
- 3.2 Any further increases in salaries and allowances under a replacement industrial instrument shall not be available until after 3rd December 2010..
- 3.3 Subject to satisfying the conditions prescribed by this Agreement, the salaries of the following Head Teachers/Instructors and teachers/instructors shall be paid in accordance with Schedule 1.

Classification	Schedule
Head Teachers/Instructors	Schedule 1
Teachers/Instructors, education officers	Schedule 1

- 3.4 Except as otherwise provided under the Employer's salary sacrifice scheme as set out in clause 8, Salary Sacrifice, employees in Schedules 1 must be paid at an annual salary level not less than that for the appropriate classification.
- 3.5 Minimum salaries on commencement of employment and maximum salaries under the common incremental salary scale in Schedule 1 are set out in the table below:

Classifications	Minimum starting salary	Maximum salary
Head Teachers/Instructors-	Level 5 — Step 1 (Schedule 1.)	Level 5 — Step 2 (Schedule 1.)
Teachers/Instructors (Permanent)	Level 1 (Schedule 1.)	Level 4 (Schedule 1.)
Teachers in training	Level 1 (Schedule 1.)	No more than one step beyond the step paid on initial appointment

- 3.6 Subject to clause 6, Salary Progression and Maintenance, officers and temporary employees shall progress without change to their incremental date by way of annual increments to Level 4 on the common incremental salary scale as set out in Schedule 1.
- 3.7 Included in the Head Teacher/Instructor's remuneration packages is the inclusion of the use of a fully serviced and maintained company motor vehicle and a company mobile phone.

4. Deduction of Union Membership Fees

- 4.1 The union shall provide the employer with a schedule setting out union weekly membership fees payable by members of the union in accordance with the union's rules.
- 4.2 The union shall advise the employer of any change to the amount of weekly membership fees made under its rules. Any variation to the schedule of union weekly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 4.3 Subject to sub clause 4.1 and 4.2 above, the employer shall deduct union weekly membership fees from the pay of any employee who is a member of the union, in accordance with the union's rules, provided that the employee has authorised the employer to make such deductions.
- 4.4 Monies so deducted from employees' pay shall be forwarded regularly to the union together with all necessary information to enable the union to reconcile and credit subscriptions to employees' union membership accounts.
- 4.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a weekly basis.
- 4.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

5. Allowances

- 5.1 An additional responsibility, or higher duties allowance shall be paid in accordance with this clause when:

- 5.1.1 A teacher may be required to accept additional responsibilities of a supervisory or administrative character if the employee in that position is on extended leave and the circumstances do not warrant the appointment of a permanent replacement;
- 5.1.2 has demonstrated to the satisfaction of the employer by the work performed, its quality and the results achieved, that the aptitude and abilities of the employee . warrant additional payment;
shall be paid an allowance which is the difference between their current remuneration and the remuneration of the position being filled.
- 5.2 First Aid Allowance:
 - 5.2.1 Each Teacher/Instructor/Head Instructor shall be encouraged to obtain a Senior First Aid Certificate, or equivalent. For the employees who obtain such Certificate an allowance will be paid as an "All Purpose" Allowance as set out in Schedule 2. This allowance shall be paid as "All Purpose" and applied to the Employees ordinary hourly rate and included in the calculations of Excessive Teaching Time and other penalty rates.

6. Salary Progression and Maintenance

- 6.1 A Teacher/Instructor/Head Instructor shall be entitled to progress through or be maintained on the common incremental salary scale or the salary level (Schedule 1) for a promotion after each 12 months of service subject to the officer demonstrating by means of an annual review, continuing efficiency in teaching practice, satisfactory performance and professional growth.
- 6.2 Any teacher who does not satisfy the teacher training requirements as determined by the employer shall not progress more than one step along the common incremental salary scale above the salary level paid on initial appointment.

7. Teacher Quality

- 7.1 To provide feedback on an employee's performance, each employee's direct manager or nominee shall ensure that the teacher's performance is appraised by annual review.
 - 7.1.1 The employee's direct manager or nominee shall be responsible for annually reviewing the performance and development of the employee undertaking their work.
 - 7.1.2 The annual review for teachers shall be reported by way of a teacher assessment review form.
 - 7.1.3 To comply with AQTF guidelines, each review will take place quarterly and contribute to the annual review.
 - 7.1.4 The parties agree to negotiate on variations, if any, to the policies and procedures in place at the commencement date of the Agreement relevant to annual review of teacher performance.

8. Salary Sacrifice

- 8.1 Employees party to this agreement may participate in the Employer's salary sacrifice scheme.
- 8.2 Salary sacrifice does not apply to temporary/part time Teachers/Instructors.

9. Initial Appointments

- 9.1 The initial appointment of all instructors shall be for a minimum probationary period of three months, with a review being carried out after this period. Confirmation of a teacher's permanent appointment shall depend on completion of a satisfactory review pursuant to clause 7, Teacher Quality, and upon satisfactory completion of teacher training requirements where they will be paid as per Schedule 1, Level 1.
- 9.2 All initial appointments shall be on the basis of merit.
- 9.3 All applicants must pass a pre-employment medical examination which includes a Drug and Alcohol screening test.
- 9.4 All employees must be able to satisfy the requirements of the Child Protection Act.

10. Teaching in More Than One Location

- 10.1 Teachers may be programmed to teach in more than one location.
 - 10.1.1 Where this occurs there shall be full consultation with the affected teacher or teachers, including sufficient notice and any specific needs of the affected teacher or teachers shall be taken into account.
 - 10.1.2 The travelling compensation provisions at Schedule 3, Excess Travel and Compensation for Travel on Official Business and, shall apply to teachers programmed to teach in more than one location.

11. Compensation for Travel on Official RTO Business

- 11.1 Where an employee is required and authorised to travel on Official RTO Business in the performance of their duties, compensation for travel shall be determined in accordance with the provisions of Schedule 3 Excess Travel and Compensation for Travel on Official Business.

12. Attendance Teachers/Instructors/Head Instructors

- 12.1 The ordinary working hours are:
- 12.1.1 Teachers ordinary hours shall be 67.5 hours per fortnight, or 7.6 hours per day, Monday to Friday inclusive over a 9 day fortnight;
- 12.2 The daily span of working hours for Teachers/Instructors/Head Instructors under this Agreement is between 7.00am and 7.00pm on Monday to Friday inclusive.
- 12.3 Teaching (face to face) and related duties (incidental/administrative) ratio is 2:1 and the hours worked by teachers shall, unless otherwise unavoidable or by agreement between a teacher and their immediate manager, be continuous. For example, in a 7.6 hour ordinary day, approximately 5.0 hours are "Face to Face" and 2.5 hours are "Related Duties".
- 12.4 All full time teachers/instructors shall be required to attend college nine days per fortnight on Monday to Friday inclusive, unless other mutually agreed arrangements have been established. However, where a course program requires, relevant teachers/instructors, head instructors will be required to be in attendance.
- 12.5 A teacher shall be entitled to a minimum of 15 minutes for morning tea and 30 consecutive minutes as a luncheon break, during which period a teacher shall not be required to hold meetings, supervise or teach.

13. Duties of Teachers

- 13.1 Teachers perform a broad range of duties, but not limited to, which are include in the following table of activities:

Direct Teaching Activities (Face to Face)	Duties Related to Teaching (Incidental/Administrative)
<p>Direct teaching activities include but are not limited to:</p> <ul style="list-style-type: none"> - face to face teaching in any environment or setting, including but not limited to: - classrooms, - workshops, - industry, - in the field; 	<p>Duties related to teaching include but are not limited to:</p> <ul style="list-style-type: none"> - preparation - marking - support and advice to clients; - enrolment and administration; - course, curriculum and program development and review; - industry and community liaison and promotion; - training and professional development;
<ul style="list-style-type: none"> - distance mode and online; - workplace training and assessment. 	<ul style="list-style-type: none"> - development of learning materials; - research;

	<ul style="list-style-type: none"> - attendance at staff meetings; - recognition of prior learning; - workplace consultancy and advisory services; - skills analysis and audit; - work placement coordination and supervision; - leading approved staff development activities; - student selection; - course coordination as specified in curriculum documents
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14. Professional Development Teachers

- 14.1 Electro Skills has a “Professional Development” policy in place, refer to Section 9 of the Australian Electrotechnology Industry Training Centre Ltd Policy and Procedures Manual.

15. Excess Teaching Hours

- 15.1 All Excess Teaching Hours worked outside of the ordinary daily hours of work, as prescribed in Clause 12 “Attendance — Teachers/Instructors/Head Instructors”, shall be paid at a rate of 2.0 times their ordinary hourly rate. This rate shall be known as the Excess Teaching Hours Rate.
- 15.2 The parties agree that the use of excess teaching hours shall be discouraged, however there will be maximum of 24 days excess teaching accrued per annum prior to Excess Teaching Hours being paid at the appropriate rate.

16. Saturday, Sunday and Night Work

- 16.1 That part of an agreed program required to be worked on Saturday and/or Sunday or on other days between the hours of 7.00pm and 7.00 am shall be paid at the rate of double the hourly rate (x 2.0) of the employees’ ordinary hourly rate.

17. Qualifications for Appointment

- 17.1 Except where the employer determines that special circumstances exist in relation to a particular person, which warrant that person’s appointment with a lesser qualification or a shorter duration of vocational experience, the minimum qualifications for appointment to positions are as follows:

- 17.1.1 Teacher/Instructor - appropriate technical or professional qualifications plus from two to five years, as appropriate, vocational and/or industrial experience, plus CIV Workplace Training Assessment BSZ40198 or TAA4O1O4.

18. Workers Compensation

- 18.1 The Company acknowledges its' responsibilities and obligations under the Workers Compensation legislation in NSW to employees who sustain injury in the course of their employment and commit to applying the Workplace Injury Management and Workers Compensation Act 1998 to all employees covered by this agreement.

19. Leave Provisions

- 19.1 Electro Skills has a comprehensive leave policy in place, refer to Section 4 of the Australian Electrotechnology Industry Training Centre Ltd Policy and Procedures Manual.
- 19.2 Long Service Leave:
- 19.2.1 General Provisions - the provisions of the NSW Long Service Leave Act 1955, shall apply to employees covered by this agreement.

20. Industrial Rights

- 20.1 Workplace Representatives —
- 20.1.1 An accredited Workplace Representative at the place from which they are employed shall, upon notification thereof to their employer, be recognised as an accredited Workplace Representative.
- 20.1.2 An accredited Workplace Representative shall be allowed the necessary time during working hours to interview the employer or their representative on matters affecting employees.
- 20.1.3 An accredited Workplace representative shall be allowed a reasonable period of time during working hours to interview a duly accredited Workplace Official.
- 20.2 Consultative and Other Committee Work —
- 20.2.1 Where an employee is required by the employer, nominated by the employer or otherwise selected by other employees to participate in work based consultative or like committees, the employer shall provide such employees with paid leave to attend to such matters.
- 20.2.2 In addition, where such committees unanimously agree to imdertake a particular project consistent with their terms of reference, the employer shall provide

sufficient paid time to enable the employee to undertake the project.

20.2.3 Commitment to continuous improvement requires our employees to have a total business understanding and to establish processes to deal with continuous change. These processes will ensure employees are involved in changes to methods of operation, procedures and structural realignment.

20.2.4 Consultation will occur through the establishment and mechanisms of a Consultative Committee. The Consultative Committee will comprise of elected employee representatives, people with specific subject matter expertise and managers and will be specific to the functional areas affected by issues discussed.

20.2.5 Employee representatives continue the communication by relaying information to the employees that they represent. Minutes of Consultative Committee meetings will be made available to all employees covered by this Agreement.

20.2.6 Where there is a requirement for significant organisational change impacting on the structure and its permanent workforce, full consultation will be undertaken with employees and their representatives.

20.2.7 This consultative process will ensure that all issues/concerns are raised and addressed and adequate timeframes will be allowed for all issues to be thoroughly examined and discussed.

20.2.8 The parties to this agreement agree to record in writing any issues or local area agreement, separate to this agreement, with copies supplied to the Employer, the affected Employees and the Union.

20.2.9 Should there be issues that cannot be addressed and agreed upon to mutual satisfaction then clause 24, Dispute Settlement Procedure, should be utilised to resolve any disputes.

21. Quality Improvement Program

- 21.1 The parties are committed to encouraging officers at all levels to take responsibility for the continuous improvement of all processes, products and services of the RTO.
- 21.2 The parties will actively participate in the development and implementation of the agreed quality improvement program throughout the RTO and will contribute to the program's success.

22. Pilot Schemes

- 22.1 The parties agree to pilot innovative ways to meet customer needs; to jointly develop performance indicators for these schemes; to jointly monitor and measure the success of these schemes using these indicators; and to implement those initiatives which they have agreed are a success.
- 22.2 The parties agree that, before pilot schemes are introduced, the Union and affected employees involved must be consulted and agree to their trial.

23. Principles of Restructuring

- 23.1 The parties agree to the following basic principles in the restructuring of work units:
- 23.1.1 officers and their Workplace Representative/s will be consulted at the first opportunity;
 - 23.1.2 notified and discussions held regarding the restructure;
 - 23.1.3 where new structures are being considered, a broad outline of the structure with basic functions of each position will be developed;
 - 23.1.4 the process involves ongoing consultation with employees and their Representative/s;
 - 23.1.5 job analysis will be conducted on the new positions;
 - 23.1.6 resulting position descriptions will be discussed with affected employees and their Representative/s;
 - 23.1.7 job evaluation of positions is undertaken;
 - 23.1.8 staffing of positions occurs in terms of redeployment, potential redeployment, transfer, staff selection and direct appointment, except where a position can clearly be identified as an upgraded position with an incumbent.

24. Dispute Settlement Procedures

- 24.1 Subject to the provisions of the Industrial Relations Act 1996, the following procedures shall apply:
- 24.1.1 Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace, then the employee and or their workplace representative shall raise the matter with the appropriate immediate supervisor/manager as soon as practicable.

24.1.2 The supervisor/manager shall discuss the matter with the employee and or their workplace representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.

24.1.3 Should the above procedure be unsuccessful in producing resolution of the dispute or should the matter be of a nature which involves multiple workplaces, then the employee and or their Workplace Representative may raise the matter with an appropriate higher level of Management with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.

24.1.4 Where the procedures in paragraph 24.1.3 do not lead to resolution of the dispute, the matter shall be referred to the CEO of Electro Skills and, if required, the Secretary of the Union. They or their nominees shall discuss the dispute with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.

24.2 Should the above procedures not lead to a resolution, then either party may make application to the Industrial Relations Commission of New South Wales (as per subclause 24.5 (s146 referral agreement)) to assist in resolving the dispute by conciliation, and if require, an arbitration hearing.

24.3 In order to allow for the peaceful resolution of grievances, both the employer and employee/s shall be committed to avoid stoppages of work, lockouts or any other bans or limitations on the performance of work, and the status quo shall remain with regards to work procedures immediately prior to the dispute, while the dispute settling procedure is being followed.

24.4 It is a term of this agreement that while the dispute settlement procedure is being conducted work shall continue normally unless an employee has a reasonable concern about an imminent risk to his or her health or safety.

24.5 **s146 REFERRAL AGREEMENT**

The parties to this agreement have agreed to confer upon the Industrial Relations Commission of New South Wales ("the Commission") powers under s.146 of the Industrial Relations Act 1996 ("the NSW Act") to resolve an industrial dispute.

This referral agreement refers all industrial matters (within the ordinary meaning of the expression) arising on the [insert name of dispute] ("the Matter in Dispute").

The parties agree that the referral of the Dispute to the Commission under the Referral Agreement complies with the model dispute resolution process in Part 13 of the Workplace Relations Act 1996 ("the WR Act"), to the extent that the WR Act can or does apply to the Dispute.

The parties agree that the referral of the Dispute to the Commission under this Referral Agreement relates only to the industrial matters the subject of the Dispute, and will not apply to any other matter in dispute between the parties now or at any time in the future.

TERMS OF THE REFERRAL AGREEMENT

The parties confer all of the functions and processes prescribed by the NSW Act as amended.

In referring the Dispute to the Commission, the parties agree the Commission may exercise all of the functions and powers conferred by the NSW Act.

Subject to the rights of appeal of either party, the Commission's determination, award, order or direction made in respect to the Matters in Dispute is binding on the relevant parties.

The parties may decide to appeal a determination by the Commission of any one or more of the Matters in Dispute. Any such appeal must proceed in a manner as provided by Chapter 4 Part 7 of the NSW Act, and must be determined in a manner as provided in s.192 of the NSW Act.

The making of this Referral Agreement does not prejudice the ability of the parties to agree to refer any future dispute to the Commission under another referral agreement.

This Referral Agreement may not be modified or varied unless by further written agreement signed by the parties.

This referral Agreement may be rescinded or terminated by written agreement signed by the parties.

The parties also agree that this Referral Agreement complies with the model dispute resolution process in Part 13 of the Workplace Relations Act 1996 (as amended) ("the WR Act") to the extent that the WR Act can or does apply to the dispute.

25. Redundancy and Technological Change

25.1 Application

25.1.1 This clause shall apply in respect of full time and part-time employees.

25.1.2 Notwithstanding anything contained elsewhere in this clause, this clause shall not apply to employees with less than one year's continuous service and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.

25.1.3 Notwithstanding anything contained elsewhere in this clause, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual

employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to the ordinary and customary turnover of labour.

25.2 Introduction of Change

25.2.1 Employers duty to notify

25.2.1.1 Where an employer has made a definite decision to introduce significant changes in teaching, programme, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the union to which they belong.

25.2.1.2 "Significant effects" include termination of employment, major changes in the composition, operation or size of the employers workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or location and the restructuring of jobs.

25.2.1.3 Provided that where the award specified in clause 25.2.1 makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

25.2.1.4 Provided further that the normal rights of employers to transfer or relocate employees from site to site, except where that relocation or transfer involves a workshop or depot, shall be deemed not to have a significant effect.

25.2.2 Employer's duty to discuss change

25.2.2.1 The employer shall discuss with the employees affected and the union to which they belong, inter alia, the introduction of the changes referred to in sub clause 25.2.1 above, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the union in relation to the changes.

25.2.2.2 The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in sub clause 25.2.1 of this clause.

25.2.2.3 For the purpose of such discussion, the employer shall provide to the employees concerned and the union to which they belong all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees. Provided that any employer shall not be required to disclose confidential information, the disclosure of which would adversely affect the employer.

25.3 Redundancy

25.3.1 Discussions before terminations

25.3.1.1 Where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone pursuant to paragraph 25.2.1 and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the union to which they belong.

25.3.1.2 The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of paragraph 38.3.1.1 of this subclause and shall cover, inter alia, any reasons for the proposed termination and measures to mitigate any adverse effects of any termination of the employees concerned.

25.3.1.3 For the purposes of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the union to which they belong, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information, the disclosure of which would adversely affect the employer.

25.4 Termination Of Employment

25.4.1 Notice for significant changes in Teaching, Programme, Organisation or Structure, this sub clause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "production", "teaching", "organisation" or "structure" in accordance with paragraph 25.2.1.1 of this clause.

25.4.1.1 In order to terminate the employment of an employee the employer shall give to the employee the following notice:

Period of continuous service	Period of notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

25.4.1.2 In addition to the notice above, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, shall be entitled to an additional week's notice.

25.4.1.3 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

25.4.2 Notice for Technological Change

This sub clause sets out the notice to be applied to terminations by the employer for reasons arising from "technology" in accordance with paragraph 25.2.1.1 of this clause:

25.4.2.2 Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

25.4.2.3 The period of notice required by this sub clause to be given shall be deemed to be service with the employer for the purposes of the Long Service Leave Act 1955, the Annual Holidays Act 1944, or any Act amending or replacing either of these Acts.

25.4.3 Time off during the notice period

25.4.3.1 During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.

25.4.3.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

25.4.4 Employee leaving during the notice period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

25.4.5 Statement of employment

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of

the employee's employment and the classification of or the type of work performed by the employee.

25.4.6 Notice to Centrelink

Where a decision has been made to terminate employees, the employer shall notify Centrelink thereof as soon as possible giving relevant information including the number of categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

25.4.7 Centrelink Employment Separation Certificate

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by the Centrelink.

25.4.8 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in paragraph

25.2.1.1 of this clause, the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment has been terminated, and the employer may at the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

25.4.9 Severance Pay

Where an employee is to be terminated pursuant to clause 25.3.11 of this Agreement, subject to further order of the Industrial Relations Commission, the employer shall pay the following severance pay in respect of a continuous period of service:

25.4.9.1 If an employee is under 45 years of age, the employer shall pay in accordance with the following scale:

Years of Service Under 45 Years of Age	Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

25.4.9.2 Where an employee is 45 years old or over, the entitlement shall be in accordance with the following scale:

Years of Service 45 Years of Age and Over	Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks

2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

25.4.9.3 "Week's pay" means the ordinary time gross all-purpose rate of pay for the employee concerned at the date of termination.

25.4.10 Incapacity to pay

25.4.10.1 Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in sub clause 25.4.9 above.

25.4.10.2 The Industrial Relations Commission shall have regard to such financial and other resources of the employer concerned as the Industrial Relations Commission thinks relevant, and the probable effect paying the amount of severance pay in sub clause 25.4.9 above will have on the employer.

25.4.11 Alternative Employment

25.4.11.1 Subject to an application by the employer and further order of the Industrial Relations Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in sub clause 25.4.9 above if the employer obtains acceptable alternative employment for an employee.

25.4.12 Severance Pay Scheme

25.4.12.1 Provided that where an employee who is terminated receives a benefit from a severance pay scheme, he or she shall only receive under paragraph 25.4.9 the difference between the redundancy pay specified in that sub clause and the amount of the severance benefit he or she receives which is attributable to that employer's contributions for the relevant period of service. If the severance benefit is greater than the amount due under sub clause 25.4.9 then he or she shall receive no payment under that clause.

26. No Further Claims

26.1 There shall be no further claims by the parties to this Agreement, for the term of this agreement, for changes to salaries, rates of pay, allowances, or conditions of employment in relation to matters expressly contained in this Agreement.

27. Anti-Discrimination

27.1 It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3(f) of the Industrial Relations Act 1996 to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

- 27.2 It follows that in fulfilling their obligations under the Dispute Settlement Procedures prescribed under clause 25, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It shall be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- 27.3 Under the Anti-Discrimination Act 1977, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination, harassment or bullying through the position of power/authority.
- 27.4 Nothing in this clause is to be taken to affect:
- 27.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 27.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 27.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the Anti-Discrimination Act 1977; and
- 27.4.4 a party to this Agreement from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 27.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

28. Working Within Skills Competency and Training

- 28.1 An employer may direct an employee to carry out such duties as are within the limits of the employees' skill, competence and training consistent with the classification structure of this Agreement provided that such duties are not designed to promote deskilling.
- 28.2 An employer may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 28.3 Any direction issued by an employer pursuant to 29.1 and 29.2 shall be consistent with the employer's responsibilities to provide a safe and healthy working environment.

29. Area, Incidence and Duration

- 29.1 This Agreement covers the Australian Electrotechnology Industry Training Centre Ltd, the Electrical Trades Union of Australia, NSW Branch, and all Teachers/Instructors/Head Instructors and related employees in the classifications of which are set out in Schedule 1, and shall be known as the "Electro Skills Instructors / ETU Agreement 2009 - 2010".

- 29.2 This Agreement commences on and from 1st January, 2009 and shall remain in force for 2 years, with the agreed nominal expiry date of 31st December 2010, or until its' replacement by another agreement.
- 29.3 The parties to this agreement agree to begin re-negotiations of a replacement agreement approximately 3 months prior to the nominal expiry date of this agreement.

30. Signatures

SIGNED for the;

Electro Skills Registered Training Organisation
By the CEO;

.....

In the presence of;

.....

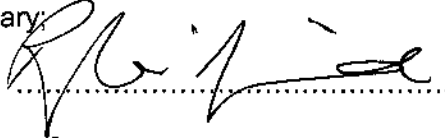
(Witness)

Dated

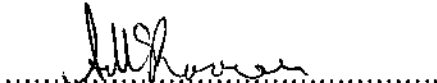
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SIGNED for the;

Electrical Trades Union of Australia NSW Branch
By the Secretary;


.....

In the presence of;


.....

(Witness)

Dated

..... 2/7/09

SCHEDULE 1

Common Incremental Salary Scale

The following salary scale applies to positions:

- Head Teachers/Instructors;
- Teachers/Instructors;

Current salary levels & classifications.	Previous Salary prior to this agreement.	Salary From the first pay period to commence on or after 1st January 2009	Salary From the first pay period to commence on or after 1st January 2010
Per annum (\$)			
Increase		4.0%	4.0%
Level 5 Head Teacher/Instructor			
Step 2.	78,913	82,069	85,352
Step 1.	70,721	79,552	82,734
Level4	74,991	77,991	81,110
Level3	70,086	72,889	75,805
Level 2	67,428	70,125	72,930
Level 1	64,775	67,366	70,061

Note: In addition to the above stated wage increase a further 1.0% increase will be paid by the employer into the employees Superannuation Contribution from the commencement of this Agreement.

SCHEDULE 2

Allowances

Additional Responsibility and other Allowances	Rates From the first pay period to commence on or after 1st January 2009	Rates From the first pay period to commence on or after 1st January 2010
Increase	4%	4%
Living away allowance (\$ per day) — Distant Work	\$81.00	\$84.24
First Aid Allowance (\$ per week) Paid as "All Purpose".	20.00	20.00

SCHEDULE 3

Excess Travel and Compensation for Travel on Official Business

1. Definitions —

1.1 For the purpose of this Schedule:

1.1.1 "Excess Travel" means, those distances:

- (i) when travelling from home to work and vice versa, that distance in excess of the distance between the teacher's home and headquarters;
- (ii) on any day where the teacher is required during the day to travel from one college, campus or other workplace to another.

1.1.2 "Headquarters" means that college/campus/RTO nominated by the employer or nominee for the teacher, or that college/campus/RTO where the major part of the teacher's approved program is performed.

1.1.3 "Teacher" means all persons employed permanently or temporarily in teaching/instructor positions, including head instructors, special program coordinators, counsellors, adult literacy officers, and persons employed as part time casual teachers.

1.1.4 "ATO" means the Australian Taxation Office.

2. Introduction-

- 2.1 Except where authorised, teachers are responsible for meeting costs incurred in travel between their residence and usual place of work.**
- 2.2 Teachers may be authorised to use their private vehicle for travel on official business in the performance of their normal duties where other modes of travel are unsuitable or unavailable. When available, Teachers must use suitable Company supplied vehicle.**
- 2.3 The use of a teacher/instructor's private motor vehicle on official business is not recommended or encouraged, and if so, must be with prior approval of the Employer after establishment of agreed compensation for such..**

3. Fares and Expenses - Distant Work —

- 3.1 The employer shall pay for any fares and/or expenses incurred in conveying and accommodating an employee and the employee's tools and such personal belongings reasonably required for his/her personal use to and from distant work.**
- 3.2 Such expenses shall include cost of meals partaken and insurance of personal belongings whilst in transit.**

4. Accommodation and Allowance —

- 4.1 Living Away Allowance — On distant work the employer shall, subject to the provisions of sub clause 4.1.2 of this clause, provide acceptable accommodation, which includes breakfast, and pay a living away allowance per day as set out in Schedule 2 of this agreement, but such allowance shall not be wages.
- 4.2 Standard of Accommodation — Acceptable accommodation for the purpose of this clause shall mean lodging in a well- kept establishment with adequate furnishing, good bedding, good floor coverings, good lighting and heating/air conditioning in either a single room or a twin room if a single room is not available, with hot and cold running water and breakfast included (ie; Bed and Breakfast).

5. Excess Travel Time —

- 5.1 When a teacher/instructor, in order to perform their teaching program is required to travel outside the teacher/instructor's duty hours:
- from the teacher's home to a college, campus, RTO or other workplace; and/or
 - from a college, campus, RIO or other workplace to the teacher's home; and/or
 - between colleges, campuses, RTOs or other workplaces on any one day; and/or
 - between parts of a college, campus, RIO or other workplace which are at different sites; and/or
 - between colleges, campuses, RTOs, institutes or other workplaces and any annexes of a college, campus, RTO, institute or other workplace which are at different sites,

and where the teacher is not granted by mutual arrangement between the teacher and the Employer, time off the teaching duties equal to and in lieu of the actual time spent in excess travelling, the teacher shall be paid at the rate specified in Clause 16, Excess Teaching Hours, for excess time occupied in travelling outside the Ordinary Daily Hours, in accordance with Clause 12, but subject to the following conditions:

- 5.1.1 There shall be deducted from the teacher's travelling time on any one day the time normally taken for the periodic journey from home to headquarters and return.
- 5.1.2 Periods of less than fifteen minutes on any one day shall be disregarded.
- 5.1.3 Travelling time shall not include any period of travel between:
- (i) 11.00pm on any one day and 7.30am on the following day when the teacher has travelled overnight and accommodation has been provided for the teacher; or
 - (ii) 11.00pm on any one day and 6.00am on the following day for a teacher who is required to perform teaching duties between 6.00am and 7.30am as part of their teaching program when the teacher has travelled overnight and accommodation has been provided for the teacher.

5.1.4 Travelling time shall be calculated by reference to the time that might reasonably have been taken by the use of the most practical and economic means of transport.

5.1.5 No time spent in performing duties shall be counted as travelling time.

6. Official Business Rate —

6.1 The official business rate is payable where the use of a teacher/instructor's private motor vehicle on official business is authorised and the teacher is required to travel on official business using their motor vehicle on a regular basis of at least once per week throughout the RTO year or travel a minimum of 400 kilometres during the RTO year, except where:

6.1.1 an official vehicle is available;

6.1.2 for all or specific days of travel, public transport is obviously available, suitable, and does not result in a loss of the teacher/instructor's professional time and/or restriction in the performance of the teacher's duties and professional responsibilities.

6.2 Where a teacher/instructor commences duty other than at the start of the RTO year the minimum period of 400 kilometres to be travelled, as provided by subclause 5.1 above, shall be adjusted proportionately.

6.3 The rate paid is that specified in accordance with the ATO rates.

7. Regular Return Home -

7.1 An employee on distant work shall, where practicable, be allowed to return home for the weekend. Where the employee so returns home, all reasonable traveling expenses incurred shall be reimbursed by the employer provided that the employee presenting himself/herself for work at the site at the normal starting time on the next working day.

REFERRAL AGREEMENT

THIS AGREEMENT made _____ the day of _____ 200_

BETWEEN: Electrical Trades Union, NSW Branch

AND: Australian Electrotechnology Industry Training Centre Ltd.

RECITALS

- A. The parties have agreed to confer upon the Industrial Relations Commission of New South Wales ("the Commission") powers under s.146 of the Industrial Relations Act 1996 ("the NSW Act") to resolve an industrial dispute.
- B. This referral agreement refers all industrial matters (within the ordinary meaning of the expression) arising on ("the Matter in Dispute").
- C. The parties agree that the referral of the Dispute to the Commission under the Referral Agreement also complies with the model dispute resolution process in Part 1 3 of the Workplace Relations Act 1996 ("the WR Act"), to the extent that the WR Act can or does apply to the Dispute.
- D. The parties agree that the referral of the Dispute to the Commission under this Referral Agreement relates only to the industrial matters the subject of the Dispute, and will not apply to any other matters in dispute between the parties now or at any time in the future.

TERMS OF THE REFERRAL AGREEMENT

- 1. The parties confer all of the functions and processes prescribed by the NSW Act as amended.
- 2. In referring the Dispute to the Commission, the parties agree the Commission may exercise all of the functions and powers conferred by the NSW Act.
- 3. Subject to the rights of appeal of either party, the Commission's determination, award, order or direction made in respect to the Matters in Dispute is binding on the parties.
- 4. The parties may decide to appeal a determination by the Commission of any one or more of the Matters in Dispute. Any such appeal must proceed in a manner as provided by Chapter 4 Part 7 of the NSW Act, and must be determined in a manner as provided in s.192 of the NSW Act.
- 5. The making of this Referral Agreement does not prejudice the ability of the parties to agree to refer any future dispute to the Commission under another referral agreement.

6. This Referral Agreement may not be modified or varied unless by further written agreement signed by the parties.
7. This referral Agreement may be rescinded or terminated by written agreement signed by the parties.
8. The parties also agree that this Referral Agreement complies with the model dispute resolution process in Part 13 of the Workplace Relations Act 1996 (as amended) ("the WR Act") to the extent that the WR Act can or does apply to the Dispute.

SIGNED for and on behalf of
In the presence of:
Electro Skills Registered Training Organisation

Signature

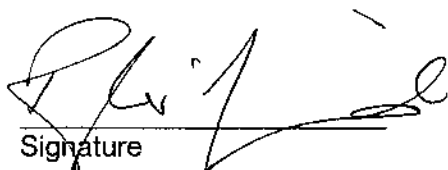
Signature of Witness

Name

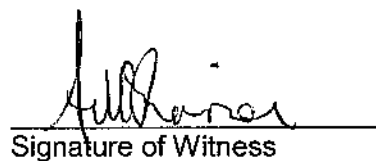
Name of Witness

Date:

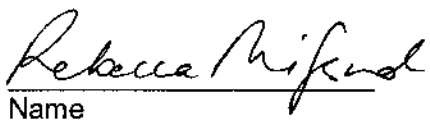
SIGNED for and on behalf of ETU
In the presence of:



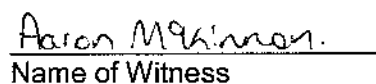
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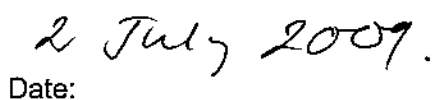
Signature of Witness



Name



Name of Witness


Date: