

**REGISTER OF  
ENTERPRISE AGREEMENTS**

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**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** Applies to all employees covered by the Clerical and Administrative Employees (State) Award employed by the New South Wales Teachers Federation.

**PARTIES:** New South Wales Teachers Federation -&- Australian Services Union of N.S.W.





# **NSW Teachers Federation**

# **Staff Agreement**

**1 January 2002  
to  
31 December 2003**



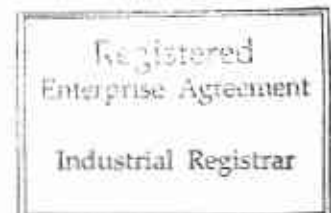
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## ATTACHED SCHEDULES

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2. Conditions for Casual Employees
3. Conditions for Permanent Part-Time Work Employees
4. Conditions for Job-Share Employees
5. Probationary Procedures
6. Grievance Procedures
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8. Training Policy
9. Acceptable Use Policy For Information Technology Systems

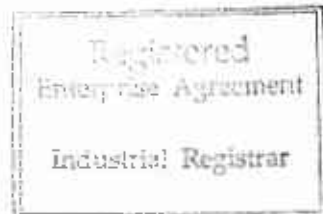


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# AGREEMENT

## TO COVER

### NEW SOUTH WALES TEACHERS FEDERATION STAFF



#### INTRODUCTION

AGREEMENT MADE BETWEEN THE NEW SOUTH WALES TEACHERS FEDERATION and MEMBERS OF THE AUSTRALIAN SERVICES UNION, NSW CLERICAL AND ADMINISTRATIVE BRANCH'S employed by the New South Wales Teachers Federation.

This Agreement shall be binding upon the Federation and the members of the Staff specified herein.

The terms and conditions in this Agreement apply to all permanent employees excluding salaried personnel.

#### 1. HOURS

The ordinary hours of working, exclusive of meal hours, shall not exceed thirty-five per week and shall be worked between the hours of 9.00 am and 5.00 pm, Monday to Friday.

Variation of these hours (9.00 am and 5.00 pm) commencing either from 8.00 am, 8.30 am or 9.30 am and concluding at 4.00 pm, 4.30 pm or 5.30 pm respectively, may be permitted subject to the concurrence of the General Secretary.

#### 2. NINE-DAY FORTNIGHT

##### 2.1 Hours

Those electing to work a nine-day fortnight shall work 7 hours 37 minutes per day with a lunch period of 53 minutes per day (the lunch period to be taken between 12.07 and 1.00 pm, 1.07 and 2.00 pm or, if applicable, 12.37 to 1.30 pm).

The hours worked shall commence either at 8.00 am, 8.30am or 9.00 am and conclude at either 4.30 pm, 5.00 pm or 5.30 pm respectively.

Allocations of days off shall, over a four-weekly period, be on the basis of one day mid-week and the other end-on to a weekend, subject to change with the consent of the appropriate Assistant General Secretary or the Human Resources Manager, plus relevant staff or in emergency circumstances subject to the consent of the Staff member concerned.

2.2 The entitlement to the subsequent rostered day off in a nine-day fortnight is only applicable if the employee has not taken any annual leave or any unauthorised leave during that two-weekly block.

Should an employee wish to take one days' annual leave in any "fortnight" she/he will not be entitled to work the nine-day for the period in which the leave falls.

Employees taking leave of 1, 3 or 5 weeks' duration will not be entitled to work the nine-day fortnight either the week prior to or following the completion of such leave commences.

##### 2.3 Sick Leave/FACS Leave during the Nine-Day Fortnight

Sick/FACS leave shall be calculated on the basis of 7 hours 37 minutes per day. Should an

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employee be sick for a period of 10 days within that two-weekly block then sick leave will be calculated on the basis of normal hours, i.e. 7 hours per day, and the employee will not be entitled to a day off.

Should an employee be sick during that two-weekly block they will still be entitled to their scheduled nine-day.

#### 2.4 Relief

No relief will be provided for Staff on their rostered day off. It is understood that the employee's absence will be covered by other employees in the section.

It is agreed that the General Secretary will discuss with Officers and Staff the implementation of existing procedures for the nine-day fortnight, and also examine how multi-skilling proposals outlined in Clause 31 will assist.

### 3. MEAL BREAK

Not less than thirty minutes nor more than one hour between the hours of 12 noon and 2.00pm. This can be varied by arrangement between the parties.

### 4. MORNING AND AFTERNOON TEA BREAKS

Employees shall be allowed two (2) periods of ten (10) minutes each day, morning and afternoon, for the purpose of taking a morning and afternoon tea break.

There will be at least one (1) Staff member on duty in every section during the period of the tea break. This is to ensure that any enquiry or request for assistance directed to the section during a tea break receives a comprehensive response.

Facilities and ingredients (tea, coffee, milk and sugar) shall be provided for employees by the Federation for morning tea, lunch and afternoon tea.

### 5. SMOKING AT WORK

For OH&S reasons Federation maintains a smoke free environment during working hours.

### 6. PAYMENT OF SALARIES

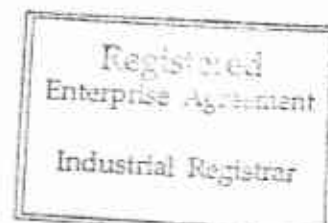
6.1 This Agreement provides for salaries to be paid based on the agreed schedule as attached in accordance with the Skills Based Classification Structure Matrix agreed between the Federation and Staff on 1 July 1996.

Salaries shall be paid by Electronic Funds Transfer to an account nominated by each employee during the working hours no later than Wednesday of each alternate week and shall be made up to the end of the current week in which payment is made.

Overtime shall be paid within fourteen days after the end of the week in which overtime is worked.

#### 6.2 Salaries of Permanent Employees

The schedule of salaries is attached.



### 6.3 Position Reclassification Process

Provision for reclassification will be dealt with in accordance with Clause 34

Registered  
Enterprise Agreement  
Industrial Registrar

## 7. VARIATION IN SALARIES

In the event of any variation in National Wage decisions providing for increased rates to compensate all or specific groups of workers, the rates in this Agreement shall be adjusted accordingly provided that Staff wage rates have not already received the same compensation in a wages agreement with the NSW Teachers Federation.

## 8. GOODS AND SERVICES TAX

The Federation and Staff (the parties) will monitor the overall impact of the Commonwealth Government's Goods and Services Tax (GST) through the life of the Agreement and to review wages in the light of that impact. If the IRC makes a state decision (Section 49 of the IRC Act 1996) having regard to the impact on wages of the GST the parties reserve the right to make application to the commission in relation to that decision.

## 9. MEAL ALLOWANCE

A meal allowance as provided for Officers and members of Executive, in addition to overtime pay, shall be paid to employees who continue to work:

- 1 hour after their normal finishing time Monday to Friday (tea money);
- beyond 5 hours after their normal finishing time (tea money);
- after 12 noon Saturday and Sunday (lunch money);
- 1 hour after their normal finishing time Saturday and Sunday (tea money).

Employees shall not work beyond 1½ hours of their normal finishing time without stopping for a meal break of at least 30 minutes.

## 10. OVERTIME

10.1 A payment shall be made at the rate of time and a half for the first two hours and all authorised time worked before the employee's normal starting time or after their normal finishing time, Monday to Friday, as prescribed in Clause 1 of this Agreement.

10.2 Payment shall be made at the rate of double time for all authorised overtime worked:

10.2.1 after the first two hours, Monday to Friday;

10.2.2 for all time worked on a Saturday;

10.2.3 for all time worked on a Sunday.

10.3 Payment shall be made at double time for all authorised time worked on a public holiday as prescribed by Clause 16 of this Agreement except Christmas Day and Good Friday. In addition to the double time for that day, a day in lieu will also be provided.

Payment shall be made at the rate of triple time with a day in lieu for all authorised time worked on Christmas Day and Good Friday.

## 11. TRANSPORT, TRAVEL ARRANGEMENTS AND EXPENSES

11.1 Employees completing authorised overtime at 8.00 pm or later shall be provided with a taxi

to their home, or paid parking and mileage, providing it does not exceed the equivalent taxi fare. Taxis from the railway station of destination to home will be provided from 7.00 pm where it is clear that the normal bus service is not available.

- 11.2 Where Staff are requested to work away from the Federation Office (or Regional Office) satisfactory travel arrangements will be made by the Federation to transport Staff member/s to and from the venue.
- 11.3 Where an employee in the course of their duty is required to go to any place away from their usual place of employment he/she shall be paid all reasonable expenses actually incurred upon production of receipts.
- 11.4 When an employee in the course of their duty is required other than in ordinary working hours to go to any place away from their usual place of employment he/she shall be paid all reasonable expenses actually incurred and in addition shall be paid at the ordinary rates for half of any time occupied in travelling outside ordinary working hours which is in excess of the time normally occupied by him/her in travelling to and from their usual place of employment.
- 11.5 Application for any variation in this arrangement should be made to the General Secretary.

## 12. PERFORMANCE OF HIGHER DUTIES

Where an employee at the request of the General Secretary, AGS or section supervisor, performs higher duties when relieving another employee for one day or more, they shall be paid the higher relevant rate of pay for such day or days.

## 13. FIRST AID ALLOWANCE

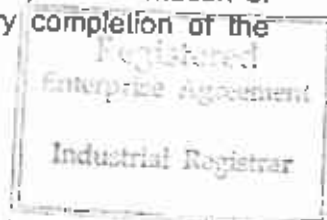
An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications, such as a certificate from the St. John Ambulance or similar body, shall be paid an allowance as set out in the Clerks (State) Award, if the employee is appointed by the General Secretary to perform first aid duty.

## 14. CONFIRMATION OF PERMANENT EMPLOYMENT

All employees are employed with a probationary period of three months. This probationary period is subject to the conditions outlined in the Probationary Procedures (attached). Confirmation of permanency will be provided in writing by the employer at the satisfactory completion of the probationary period.

## 15. VACANCIES/NEW OR ALTERED POSITIONS

- 15.1 Where a vacancy that exists under the Staff Agreement is to be filled, or a new position created, such a position will be filled within two-weeks of the vacancy occurring wherever possible. All permanent employees shall be informed when the vacancy occurs and be given the opportunity to apply in writing and be considered for such a position. Applications from permanent employees will be considered where employees feel they are capable of carrying out the duties required even if not fully qualified in accordance with the job specifications.
- 15.2 If a long-term relief position of longer than 6 weeks becomes available, then permanent Staff should be given the opportunity to apply in the first instance before relief is sought externally. Appointment to such a relief position is subject to Federation's priorities.



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- 15.3 Management in consultation with Staff will review new and altered positions as they arise to determine the skills criteria required for the position and their placement on the matrix. If at any time an employee or group of employees feel the skills required in their position/s have changed, an application can be made to the Staff/Management Negotiating Committee for a review of their position/s as per Clause 34 (Position Reclassification Process).
- 15.4 Unchanged vacant positions will be filled as per the Staffing Guidelines (15.8 below).
- 15.5 The placement of new or altered positions on the matrix will be determined by the convening of a Staff/Management Negotiating Committee consisting of:
- 2 Management Representatives
  - 2 Staff Representatives
- 15.6 The committee will make a recommendation to the General Secretary regarding the position placement on the matrix.
- 15.7 The matrix will be updated to include new or altered position/s and distributed to Staff. Appeals must be lodged within five working days.
- 15.8 Staffing Guidelines
- 15.8.1 All vacant positions will be filled in accordance with the following priority, after the Staff Representatives have been advised of the vacancy.
- a) The offer of transfer to Staff in redundant positions where the Staff member/s has the appropriate skills and qualifications. Appropriate and reasonable training at Federation's expense will be available to facilitate such transfer.
  - b) The offer to Staff returning from LWOP, provided that Staff member/s concerned are qualified to hold the position/s.
  - c) Advertise internally.
  - d) If no internal applicants, call for applications from casual Staff (implementation of Clause 12. of the Casual Staff Agreement).
  - e) If necessary, advertise externally.
- 15.8.2 The selection panel will include either a Staff member from the section where the vacancy occurs or a Staff Representative, except in circumstances where this could prove impractical/impossible eg Regional Offices.
- 15.8.3 Unsuccessful applicants who apply and are unsuccessful for a position may appeal to the General Secretary on the basis that the selection process did not follow the guidelines.
- 15.8.4 Unsuccessful applicants who apply and are unsuccessful for a position and who request it will be given an opportunity for discussion with a view to identifying opportunities for career development and progression along with appropriate training.



## 16. PUBLIC HOLIDAYS

New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Picnic Day, Labor Day, Christmas Day, Boxing Day and any other day gazetted as a public holiday for the State shall be holidays for the purpose of this Agreement.

Note: The Industry Picnic Day will be regarded as a Public Holiday for these purposes and taken



in the current year. This day can be taken at the employee's discretion in consultation with the relevant AGS or Section Supervisor.

A roster of Staff will be provided on the afternoon of the Thursday prior to the Good Friday public holiday. The roster will be drawn up in consultation with the General Secretary. Members of Staff who work that afternoon will be entitled to take a half-day of leave in lieu before the end of June in the current year.

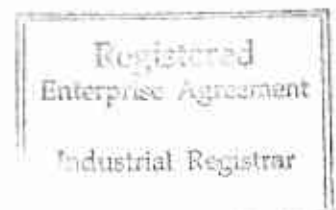
## 17. SICK LEAVE

17.1 Employees shall be entitled to twenty (20) working days in each calendar year of service on full pay, subject to satisfactory evidence to the employer, for more than three (3) consecutive days' leave.

17.2 Employees with less than one year's service shall be entitled to sick leave at the following rates on a pro rata basis.

for the first:

3 months	-	5 days
4 months	-	6.5 days
5 months	-	8 days
6 months	-	10 days
7 months	-	11.5 days
8 months	-	13 days
9 months	-	15 days
10 months	-	16.5 days
11 months	-	18 days



17.3 The following guidelines could be applied in the case of an employee falling ill during her/his first year of service. If insufficient sick leave has been accrued to cover the period of illness, the employee may authorise the employer to deduct any annual leave accrued after she/he has exhausted accumulated sick leave. Any annual leave deducted will be re-credited when the employee has worked a sufficient period of time to accrue the additional sick leave taken in advance. For each day's annual leave re-credited a day's sick leave will be debited.

17.4 Untaken sick leave shall be cumulative up to a maximum of ten (10) days for each year of service. For the purpose of cumulative sick leave, an employee's service shall be calculated from the date of commencing employment. The accumulation shall be done on 1 January each year.

17.5 For those employees with less than one year's service untaken sick leave shall be cumulative on the 1 January following appointment up to a maximum at the following rates:-

3 months	-	2.5	days
6 months	-	5	"
9 months	-	7.5	"

17.6 A permanent employee who is ill for one week or more while on annual leave or on long service leave shall be entitled to sick leave for such illness, provided that the Federation is notified as soon as practicable after such illness occurs and the employee produces a doctor's certificate.

17.7 Should an employee not be covered adequately by the above clauses she/he may make special application to the General Secretary. The General Secretary may grant additional sick leave depending on the nature and length of the illness and the working record of the employee concerned. All such applications would have to be supported by a doctor's certificate.

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17.8 In cases where an employee's sick leave record is of concern to the General Secretary, medical certificates may be required for every absence.

## 18. ANNUAL LEAVE

Employees shall be granted annual leave of six (6) weeks including up to two-weeks Christmas/New Year break shutdown. The amount of leave must not accumulate beyond 12 weeks. 17½ per cent loading will be paid on 4 weeks' annual leave.

For periods of employment less than 12 months, annual leave shall be calculated on a pro-rata basis.

Applications for annual leave should be lodged at least two (2) weeks before leave is required. Extenuating circumstances shall be considered.

## 19. LONG SERVICE LEAVE

19.1 Long service leave shall be granted in accordance with the following provisions:

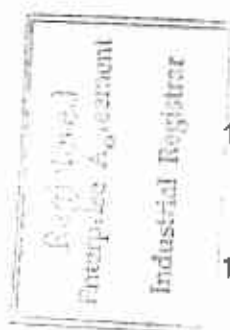
19.1.1 After ten years' permanent service, continuous or broken, thirteen (13) calendar weeks leave on full pay.

19.1.2 For each additional year of permanent service, continuous or broken, after ten (10) years, fifteen (15) calendar days leave on full pay.

19.1.3 An employee who has completed at least five (5) years permanent service and less than ten (10) years, and whose services are terminated or cease for any reason, shall be paid a pro rata amount on the basis of three (3) months for ten (10) years of service. Long service leave can be taken on either half pay or full pay.

19.1.4 Applications for long service leave should be made in writing at least four weeks prior to the commencement of the leave. Variation or changes following commencement of leave must be made in writing at least four weeks in advance.

19.1.5 In the case of the death of an employee the Federation shall pay to the employee's legal personal representative the monetary value of that employee's entitlement. For the purpose of this clause the legal personal representative shall be an administrator appointed by a Court or where no such administrator is appointed such other person as the General Secretary determines will best act in the interests of the beneficiaries of the deceased.



## 20. PARENTAL AND ADOPTION LEAVE

20.1 To be eligible for maternity or paternity leave pay, employees must have completed 12 months service.

20.2 The period of paid maternity leave shall be 12 weeks on full pay and this payment be made either in a lump sum on commencing leave or by fortnightly payments.

20.3 Employees with less than 12 months service are eligible for 12 months maternity or paternity leave without pay.

20.4 An employee who is the father, or the person accepting responsibility for the care and maintenance of a child, should be given up to one week's leave with pay around the time of the birth of the child, where the leave is required to take care of the mother and/or children. This leave may be extended for up to 12 months beyond the date of birth in order to be the

primary care giver. To be eligible for paternity leave pay, employees must have completed 12 months service.

- 20.5 Employees can nominate the time of payment for the period of 12 weeks paid maternity leave, provided that it is understood that the payment will be at the rate applicable for the 6 weeks prior to the anticipated date of birth and the 6 weeks after.
- 20.6 Maternity leave can commence up to 6 weeks prior to the anticipated date of birth, and may be extended for up to 12 months beyond the date of birth. Applications for maternity or paternity leave must be made in writing to the General Secretary and submitted at least 4 weeks prior to the date of which the employee intends to cease duty. Similarly, if an extension of leave is desired, 4 weeks notice must be given.
- 20.7 Employees on maternity or paternity leave may use other types of paid leave to which they are entitled under the Agreement e.g. annual leave and long service leave to cover all or part of the period of absence not covered by paid maternity or paternity leave.
- 20.8 The period of maternity or paternity leave shall count as service for all purposes with the qualifications that the period to count as service for annual leave purposes is limited to 26 weeks or the period of leave with pay (including paid maternity or paternity leave) whichever is the longer.

20.9 Adoption

If an employee adopts a child under the age of five years and he or she is the primary care giver, he or she shall be eligible for a maximum of six weeks leave on half pay or three weeks on full pay for the period on and from the date of receiving the child.

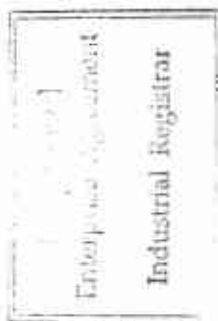
The adopting parent who is the primary care giver shall be entitled to take up to twelve months' adoption leave without pay from the date on which he or she takes custody of the child and for such period prior to that date necessary for making arrangements. An employee who is the non-primary care giver who adopts a child under the age of five years shall be entitled to one week's paid paternity leave.

Employees with less than 12 months service are eligible for adoption leave without pay.

- 20.10 Applications for maternity leave, paternity leave and adoption leave should be made in writing and at least four weeks prior to commencement of the leave. Applications should be accompanied by the appropriate documentation. Variation or changes following commencement of leave must be made in writing at least four weeks in advance.
- 20.11 The parties agree to examine this section with a view to revision and consolidation.

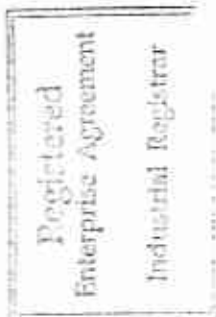
## 21. FAMILY AND COMMUNITY SERVICE LEAVE AND PERSONAL CARERS LEAVE

- 21.1 The General Secretary will consider applications in writing and supported by a brief explanation for paid leave for up to 5 days in a calendar year.
- 21.2 Family and community service leave may be used to meet a range of family activities and community service responsibilities. This could include a need to respond to an emergency situation such as illness in the family, including the illness of aged parents, funerals, family law court proceedings where property or custody of children are involved, floods, bush fires or being snowed in, and in special circumstances removal of residence. Such leave could also be used in the event of planned absence for family and community service responsibilities where some advance notice is given.
- 21.3 Where family and community service leave has been exhausted, additional paid FACS leave of up to 4 days may be granted to an employee on application to the General Secretary as a form of bereavement leave.



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- 21.4 When family and community service leave has been exhausted members of Staff shall be entitled to use any current sick leave to credit or any cumulative sick leave accrued from the past three years to provide care and support for persons as described in 21.6 below when they are ill. This period is determined as being the three years immediately preceding the first day of the personal carer's leave. Such leave may be taken for part of a single day.
- 21.5 Members of Staff shall, if required, establish by production of a medical certificate or statutory declaration the illness of the person concerned and that the illness is such as to require care by another person, in normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
- 21.6 The entitlement to use sick leave in accordance with this subclause is subject to:
- 21.6.1 the employee being responsible for the care and support of the person concerned; and
  - 21.6.2 the person concerned being
  - 21.6.3 a spouse of the employee; or
  - 21.6.4 a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
  - 21.6.5 a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
  - 21.6.6 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
  - 21.6.7 a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
    - "relative" means a person related by blood, marriage or affinity;
    - "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
    - "household" means a family group living in the same domestic dwelling.
- 21.7 An employee shall, wherever practicable, give the employer notice prior to their intention to take leave; the name of the person requiring care and their relationship to the employee; the reasons for taking such leave and the estimated length of the absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the first day of absence.



## 22. LEAVE WITHOUT PAY

- 22.1 Applications from members of Staff for periods of leave without pay will be considered by the General Secretary in cases where employees have more than two years service.

For those employees with less than two years service, the General Secretary will consider applications for short periods of leave without pay. This should be supported by a written explanation of the special circumstances involved. Acceptance should not be assumed.

Applications for leave without pay should be made in writing at least four weeks prior to the commencement of the leave. Variation or changes following commencement of leave must be made in writing at least four weeks in advance.

The maximum period of leave without pay on any one occasion is 12 months.

The cumulative maximum period of leave without pay, including periods of part-time leave

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without pay, for any employee is three years.

If the approved leave without pay is for a period of up to six months then the employee has right of return to their position.

If the approved leave is for a period of more than six months, the employee's position cannot be guaranteed and they will be required to relinquish their position. On return from leave without pay the employee will be appointed to a position should one be available and will be given priority for the next suitable vacancy which is at the salary level of their previous position provided they are qualified to hold the new position.

An employee is entitled to maintain membership of the Teachers Credit Union and Health Society whilst on leave without pay but is personally responsible for contributions or payments to either body.

An employee who is a member of the N.S.W. Teachers Federation Staff Superannuation Fund taking leave of six months or less, is entitled to continue paying contributions during their period of leave without pay, and the employer undertakes to meet its contributions. Where an employee, in accordance with the rules of the Provident Fund/Superannuation Scheme, chooses to reduce their contribution to the Fund during a period of leave without pay such contributions may not be reduced below the amount necessary to maintain any death or disability insurance maintained as part of the employee's membership of the Fund.

#### 22.2 Part-time Leave Without Pay

Applications from members of Staff for periods for part-time leave without pay will be considered by the General Secretary in cases where employees have more than two years' service.

- Part-time leave without pay will only be approved for a period of up to six months.
- The employee will be required to work a minimum of three days per week.
- The employee will retain the right of return to their full-time position.

#### 23. STUDY LEAVE

Employees shall be granted up to one half-day per week, subject to the approval of the General Secretary, to undertake approved courses related to their work or future work in the Federation.

This clause is to be implemented consistent with the N.S.W. Teachers Federation Training Policy (attached) in conjunction with the endorsed decision of the Training Committee and the General Secretary.

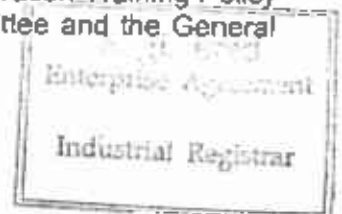
#### 24. JURY DUTY

Where an employee is required to perform duty as a juror their salary will continue to be paid by the employer. Where the employee receives payment in lieu of wages or salary for jury duty performed, this payment will be paid to the employer.

An employee is still entitled to claim from the Sheriff's Office out of pocket expenses whilst serving on a jury panel.

#### 25. WORKERS COMPENSATION

Employees shall be fully covered by Workers' Compensation within the terms of current legislation. Where an employee receives less than they would have received had they continued to work the difference can be made up from sick leave or other accrued leave.



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26. TRADE UNION TRAINING

Attendance at Trade Union Training Courses shall be subject to the General Secretary's approval. The Federation will pay the employee's salary while the employee is attending the course.

27. UNION MEMBERSHIP

The NSW Teachers Federation and the Staff Representative/s believe it appropriate that all employees covered by this Agreement be members of the Australian Services Union.

The New South Wales Australian Services Union Staff Representative/s shall be entitled, on application to the General Secretary, to one half-day per month to perform any duties associated with this role. Such leave may be accumulated up to two days.

28. STAFF MEETINGS

Staff who are members of the ASU shall be entitled to a meeting of one hour's duration per month, providing that the time and staffing arrangements are agreed upon by the Staff Representative/s and the General Secretary.

29. TERMINATION OF EMPLOYMENT

Employment may be terminated by two week's notice on either side, or by payment of or forfeiture of two weeks' pay in lieu of notice.

30. GENERAL

Nothing in this Agreement shall operate to reduce or lessen the conditions and salaries enjoyed by persons employed by the New South Wales Teachers Federation at the date of operation of this Agreement.

The Clerks (State) Award will continue to regulate all other conditions of employment not otherwise covered by this Agreement.

31. OTHER DUTIES

The Staff agree that they shall provide assistance in the various sections of the Federation when required because of extra workloads in particular areas or a reduced workload in their own area of responsibility. Employees shall be given an opportunity to learn the skills required to undertake duties within the Federation office

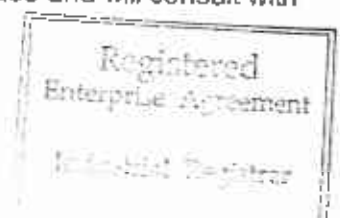
Employees will receive their normal salary when carrying out duties that attract a lower rate of pay and will receive the benefits of Clause 12 when performing higher duties.

The General Secretary shall be responsible for the implementation of this clause and will consult with the Staff member and Officer/Supervisor concerned.

32. TECHNOLOGICAL CHANGE

Definitions

32.1 For the purpose of the Agreement technological change means the introduction, alteration



or replacement of computers (communications equipment and other new equipment) or work organisation ancillary to the use of such equipment.

32.2 Computer means an electronic device which is capable of receiving facts or data, processing or performing calculations on that data and delivering answers or information in the required format for use by a person or to control the operations of another machine or computer.

32.3 The A.S.U. seeks active participation in the decision-making processes regarding technological change and the participation of affected members in such decision-making.

All information required to enable a full evaluation of proposed technological change must, in the first instance, be provided to the A.S.U.'s elected Staff Representative(s) on the Technology Committee and consultation relative to any aspect of this shall take place from the contemplative stage onwards and continue through the development, implementation and post-implementation stages.

No decision relating to any part of the process of change to work organisation, job structure or technology shall take place without the above and without the provision of satisfactory information, consultation and agreement between NSW Teachers Federation and Staff.

32.4 The Staff of the NSW Teachers Federation agree to undertake any necessary reviews of existing work organisation. Agreed changes in work organisation required to effect technological change will be implemented by Staff.

32.5 The Federation will ensure that occupational health and safety questions associated with technological change will be addressed, including, but not limited to, a proper provision of furniture, lighting and appropriate testing arrangements.

32.6 Federation will provide a proper level of training for Staff required to use any equipment that the Federation, in agreement with Staff, decides to install. Where necessary, retraining will occur for Staff whose work is affected by technological change.

32.7 To facilitate skill development and multi-skilling Federation agrees to provide:

32.7.1 Introductory information and training for all Staff;

32.7.2 Appropriate training for adequate numbers of Staff needed to relieve or back-up Staff whose positions require the use of new technology;

32.7.3 Appropriate training for Staff successful in their application to fill an existing position.

No Staff position should be diminished in quality of work or responsibility as a result of new technology. Elected officers or salaried Staff employees will have access to the use of new equipment and where this is likely to diminish the scope or the responsibility of the work of a Staff member, the Federation will ensure that appropriate compensatory changes are made to the organisation of the work of that Staff member.

32.8 The Federation agrees that no permanent full-time or permanent part-time person employed by the Federation now or in the future will lose their employment as a result of technological change.

32.9 The Federation agrees that in some circumstances and where appropriate a Staff member's acquisition and use of new computer-related skills may require a reclassification and/or upgrading of that Staff member's position. The issue of reclassification will be dealt with in accordance with the provisions in Clause 34.

32.10 That the Staff have one elected representative on the Technology Committee. When the representative is unable to attend meetings an alternate representative can attend. The Federation is to arrange internal relief/back-up where necessary in order to allow the Staff Representative on the Committee to attend meetings and carry out work associated with the Committee.



### 33. EYE CARE

33.1 The Federation acknowledges that employees in certain circumstances may require eye testing in relation to their work with computers.

33.2 If glasses are prescribed for Staff working specifically with computers and where no other reimbursement is available from a Health Fund, the Federation will pay for the glasses.

Where there is a charge for this eye test then the Federation will also consider reimbursement of this charge.

The Federation Health Society rates will be applicable for the reimbursement of the eye test charge and for the glasses prescribed.

33.3 Equipment installed will be in accordance with Australian Standards Association to ensure compliance with accepted tolerance levels.

33.4 The Workcover standard is accepted as the monitor of radiation levels, glare, and reflection.

33.5 The Federation will be responsible for ensuring that the lighting and equipment meets the standard and needs for all employees.

33.6 All Staff will be encouraged to take appropriate breaks from looking continuously at their computer screens.

### 34. SKILLS BASED CLASSIFICATION

34.1 The NSW Teachers Federation and the Staff have agreed and implemented a Skills Based Classification Structure effective from 30 June 1996.

Any employee who was graded at a level which carried a lower salary was identified. The employee continues to receive all future wage adjustments while employed in the position they held at the date of implementation. When that position is vacated by the incumbent, it will revert to the rate of pay applicable under the Skills Based Classification.

No identified employee shall be forced or requested to vacate their position because of these processes.

#### 34.2 Position Reclassification Process

The Federation and the Staff acknowledge that there are special circumstances where the nature of the work in an employee's position may change and this may require a review of the position and its skills against the skills matrix and the position's ranking.

The change can be identified by the employee or be proposed by or arise from changes introduced by the Federation.

The following guidelines for the position/skills review as outlined in the Position Reclassification Process will apply.

34.2.1 The employee's supervisor and/or Staff Representative may advise in regard to the employee's review.

34.2.2 The review submission will be referred to the General Secretary and be considered by the Skills Based Classification Review Committee. The Committee will comprise two elected Staff Representatives and two Employer Representatives nominated by the General Secretary.

34.2.3 The review committee members will be familiar with the Skills Based Classification Structure and the positions in the structure and their rankings.





34.3 The basis of a successful review will depend upon the following being agreed to:

34.3.1 Identification of new skills

34.3.2 Comparison of new skills to existing skills

34.4.3 The ranking of new skills within the structure

34.5.4 These new skills being a new requirement for the position

34.4 The Committee will refer its recommendation to the General Secretary within 15 working days.

A General Secretary decision will be made within 10 working days of the submission being referred to the General Secretary.

Where a submission is successful the position description shall be amended to include the new skill/s, if appropriate.

Where an entirely new skill, not currently on the Matrix is identified, and agreed to, then the Matrix will be amended to include the new skill/s.

A salary review and adjustment may follow.

Where submission is not successful, a copy of the Committee's recommendation and advice from the General Secretary may be sought.

### 35. SALARY PACKAGING

Salary packaging is available through the NSW Teachers Federation.

### 36. DURATION OF AGREEMENT

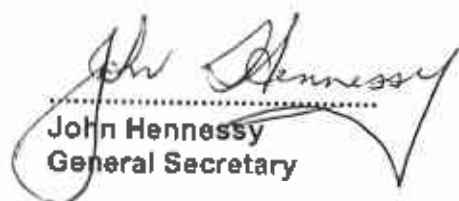
This Agreement shall have effect on and from the 1 January 2002 until the 31 December 2003. Re-negotiations of the terms of this Agreement shall commence no later than three calendar months prior to the date of termination.

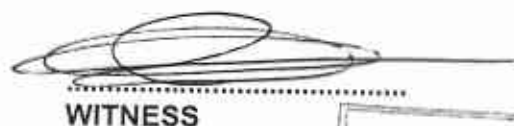
### 37. FINALISATION OF NEXT AGREEMENT

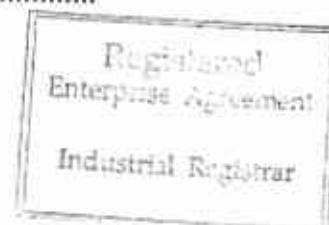
This Agreement shall be finalised within three (3) months after 1 December 2003.

### 38. SCHEDULES

Schedules 1-9 to this agreement have the same force and effect as if they were part of this agreement. Schedules 1-9 are referred to in the contents page of this agreement.

  
John Hennessy  
General Secretary

  
WITNESS



*Julie Robertson*

.....  
**Julie Robertson**  
**Australian Services Union Representative**

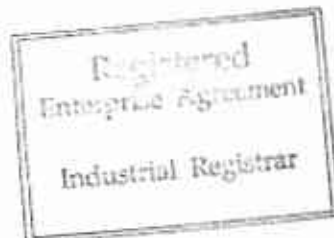
*[Signature]*  
.....  
**WITNESS**

*[Signature]*

.....  
**Shella Watson**  
**Australian Services Union Representative**

*[Signature]*  
.....  
**WITNESS**

Dated this *Twenty Second* day of *February*, *2002*  
.....  
Month Year





# NSW Teachers Federation Salaries for Permanent Employees

As at 1/1/02

Level	Position	Salaries	Hours
2	Distribution Clerk 2	35658.23	70
2	Distribution Clerk 2	35658.23	70
2*	Distribution Clerk 1	38109.77	70
2*	Distribution Clerk 2	19054.75	35
3	Administration Clerk - Industrial/Research	39818.12	70
3	Membership Clerk	39818.12	70
3	Switchboard Operator	39818.12	70
4	Records Clerk	41600.92	70
5	Association Secretary	21692.03	35
5	Association Secretary	21692.03	35
5	Library Assistant	21692.03	35
5	Library Assistant	21692.03	35
5	Library Assistant	21692.03	35
5	Library Assistant	43383.80	70
5	Library Assistant	43383.80	70
6	Ballots Coordinator	26565.25	42
7	Membership Clerk/Accounts Relief	45166.69	70
7	Membership/HR Manager Operator	45166.69	70
7	Membership Operator	22583.48	35
7	Membership Operator	22583.48	35
7	Membership Operator	45166.69	70
7	Membership Operator	45166.69	70
7	Membership Operator	45166.69	70
7	Committee/Functions/SIG Coordinator	45166.69	70
7	Travel Coordinator	45166.69	70
7	TUT Secretary	45166.69	70
8	Research Secretary	45879.84	70
8	Organisers Secretary	45879.84	70
8	Organisers Secretary	45879.84	70
8	TAFE Organisers Secretary	45879.84	70
8	TAFETA/Multicultural Officer Secretary	27527.85	42
8	TAFETA/Multicultural Officer Secretary	18351.99	28
8	Welfare Secretary	45879.84	70
8	Welfare Secretary	45879.84	70
8	Welfare Secretary	45879.84	70
8	Women's Coordinator Secretary	27527.85	42



## SCHEDULE 1

Level	Position	Salaries	Hours
9	Accounts Clerk	46593.15	70
9	Accounts Clerk	46593.15	70
9	Membership Secretary	46593.15	70
9	Publications Secretary	46593.15	70
9	Communications Adviser	18637.20	28
9	Communications Adviser	46593.15	70
9	Communications Adviser	46593.15	70
9	Industrial Secretary	46593.15	70
9	Industrial Secretary	46593.15	70
10	Accounts Clerk	47544.03	70
10	Accounts Clerk	47544.03	70
10	Regional Office Coordinator, Blacktown	47544.03	70
10	Regional Office Coordinator, Blacktown	28526.43	42
10	Regional Office Coordinator, Bathurst	47544.03	70
10	Regional Office Coordinator, Dubbo	47544.03	70
10	Regional Office Coordinator, Lismore	37355.84	55
10	Regional Office Coordinator, Newcastle	47544.03	70
10	Regional Office Coordinator, Queanbeyan	27168.08	40
10	Regional Office Coordinator, Tamworth	30564.09	45
10	Regional Office Coordinator, Wagga Wagga	47544.03	70
10	Regional Office Coordinator, Wollongong	37355.84	55
10	Regional Office Coordinator, Port Macquarie	27168.08	40
11	Distribution Coordinator	48732.72	70
11	Secretary AGS (Schools)	48732.72	70
11	Legal Cases Secretary	48732.72	70
12	Executive Coordinating Secretary	50515.61	70
12	Membership Coordinator	50515.61	70
12	Secretary AGS (Administration & Communications)	50515.61	70
12	Secretary AGS (Industrial/Research)	50515.54	70
12	Secretary AGS (Post-School Education)	50515.54	70
12	Secretary Secretary - Senior Officer	50515.54	70
13	Executive Secretary - Senior Officer / Council & Conference	51109.90	70
14	General Secretary's Secretary	52060.78	70
14	President's Secretary	52060.78	70
15	Systems Support - Membership	57052.85	70
15	Systems Support - Training	57052.85	70



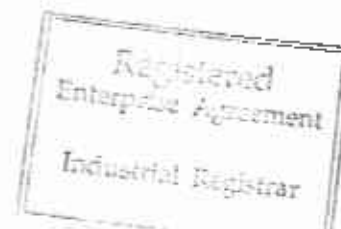
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### Salaries as at 1 January 2002

Level	Annual	Fortnightly	Hourly
1	33280.82	1280.0314	18.2862
2	35658.03	1371.4626	19.5923
3	39818.12	1531.4663	21.8781
4	41601.04	1600.0400	22.8577
5	43383.92	1668.6125	23.8373
6	44275.39	1702.8995	24.3271
7	45166.83	1737.1858	24.8169
8	45880.00	1764.6156	25.2088
9	46593.15	1792.0442	25.6006
10	47544.03	1828.6166	26.1231
11	48732.64	1874.3323	26.7762
12	50515.54	1942.9052	27.7558
13	51109.84	1965.7631	28.0823
14	52060.72	2002.3355	28.6048
15	57052.83	2194.3397	31.3477

### Salaries as at 1 July 2002

Level	Annual	Fortnightly	Hourly
1	33780.03	1299.2319	18.5605
2	36192.90	1392.0346	19.8862
3	40415.40	1554.4383	22.2063
4	42225.06	1624.0406	23.2006
5	44034.68	1693.6417	24.1949
6	44939.52	1728.4430	24.6920
7	45844.33	1763.2436	25.1892
8	46568.20	1791.0848	25.5869
9	47292.05	1818.9248	25.9846
10	48257.19	1856.0458	26.5149
11	49463.63	1902.4473	27.1778
12	51273.27	1972.0488	28.1721
13	51876.49	1995.2496	28.5036
14	52841.63	2032.3706	29.0339
15	57908.62	2227.2548	31.8179



### Salaries as at 1 January 2003

Level	Annual	Fortnightly	Hourly
1	34624.53	1331.7127	19.0245
2	37097.72	1426.8354	20.3834
3	41425.78	1593.2992	22.7614
4	43280.68	1664.6416	23.7806
5	45135.55	1735.9827	24.7998
6	46063.01	1771.6541	25.3093
7	46990.44	1807.3246	25.8189
8	47732.41	1835.8619	26.2266
9	48474.35	1864.3979	26.6343
10	49463.62	1902.4470	27.1778
11	50700.22	1950.0085	27.8573
12	52555.10	2021.3500	28.8764
13	53173.40	2045.1308	29.2162
14	54162.68	2083.1798	29.7597
15	59356.34	2282.9362	32.6134

### Salaries as at 1 July 2003

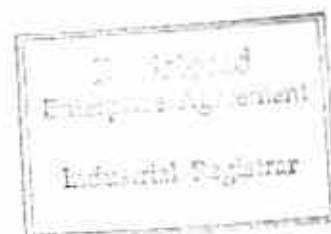
Level	Annual	Fortnightly	Hourly
1	35317.02	1358.3470	19.4050
2	37839.68	1455.3721	20.7910
3	42254.30	1625.1652	23.2166
4	44146.30	1697.9344	24.2562
5	46038.26	1770.7024	25.2957
6	46984.27	1807.0872	25.8155
7	47930.25	1843.4711	26.3353
8	48687.06	1872.5791	26.7511
9	49443.83	1901.6859	27.1669
10	50452.89	1940.4959	27.7214
11	51714.23	1989.0087	28.4144
12	53606.20	2061.7770	29.4540
13	54236.87	2086.0334	29.8005
14	55245.93	2124.8434	30.3549
15	60543.47	2328.5949	33.2656



# NSW Teachers Federation

## Conditions for Casual Employees

1 January 2002  
to  
31 December 2003



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**AGREEMENT**  
**TO COVER CASUAL EMPLOYEES**  
**OF THE NEW SOUTH WALES TEACHERS FEDERATION**

These terms and conditions apply to all casual employees, excluding those casual employees contracted through an employment agency.

**1. DEFINITIONS**

**1.1 Categories of casual employment for salary purposes and leave entitlements:**

**1.1.1 Casual Employee:**

An employee who works in the Federation, but does not hold a substantive position.

**1.1.2 Short-term:**

Casual employees employed by the Federation for a period of less than 13 weeks.

**1.1.3 Long-term:**

Casual employees employed by the Federation for a period in excess of 13 weeks, to act as a replacement for a permanent employee on extended leave, e.g. sick, long service, leave without pay or maternity, or in special circumstances by agreement between management and Staff.

**1.1.4 Full time:**

Where a minimum of 35 hours is worked each week.

**1.1.5 Part-time:**

Where less than 35 hours are worked each week.

**2. HOURS**

**2.1** The ordinary hours of working, exclusive of meal breaks, shall not exceed 35 per week and shall be worked between the hours of 9:00 a.m. and 5:00 p.m., Monday to Friday.

**2.2** Variation of the hours (9:00 a.m. and 5:00 p.m.) commencing after 8:00 a.m., 8:30 a.m. or 9:30 a.m. and concluding at 4:00 p.m., 4:30 p.m. or 5:30 p.m. respectively, may be permitted subject to the concurrence of the General Secretary.

**2.3** Casual employees may be engaged to fill a vacancy for less than a full working day. In these instances they will be paid for a minimum four hour period.

**3. MEAL BREAKS**

**3.1** Not less than thirty minutes nor more than one hour between the hours of 12:00 noon and 2:00 p.m. This can be varied by arrangement between the parties.

**3.2** An employee shall not be required to work more than 6 hours without a break for a meal.



#### 4. MORNING AND AFTERNOON TEA

- 4.1 Employees shall be allowed two (2) periods of ten (10) minutes each day, morning and afternoon, for the purpose of taking a morning and afternoon break.
- 4.2 There will be at least one (1) Staff member on duty in every section during the period of the tea break. This is to ensure that any inquiry or request for assistance directed to the section during the tea break receives a comprehensive response.
- 4.3 Facilities and ingredients (tea, coffee, milk, sugar) shall be provided for employees of the Federation for morning tea, lunch and afternoon tea.

#### 5. SMOKING AT WORK

For OH&S reasons Federation maintains a smoke free environment during working hours.

#### 6. PAYMENT OF SALARIES

- 6.1 Short-term casual employees shall receive the rate of pay as specified in the Industrial Agreement, Trade Unions and Political Parties, State Wage Case, Annual Leave Hours rate at the rate applicable for the duties being performed. Salaries shall be paid by EFT to a nominated account by the employee, no later than the Wednesday of each week.
- 6.2 Long-term casual employees shall receive the rate of pay specified in the Permanent Full-Time Staff Agreement for the level of the position being filled. Salaries shall be paid by EFT to a nominated account by the employee, no later than the Wednesday of each alternate week.
- 6.3 Overtime shall be paid for within fourteen days after the end of the week in which the overtime is worked.

#### 7. VARIATION IN SALARIES

Long-term casual employees shall be entitled to any variation in salaries as set out in Permanent Full-Time Staff Agreement and for short-term casuals as covered in the Industrial Agreement, Trade Unions, Political Parties and State Wage Case, whichever is applicable.

#### 8. MEAL ALLOWANCE

8.1 A meal allowance as provided for Officers and members of Executive, in addition to overtime pay, shall be provided to casual employees who work:

- 1 hour after their normal finishing time, if the hours worked exceed 7 hours, Monday to Friday (tea money);
- Beyond 5 hours after their normal finishing time, if the hours worked exceed 7 hours, Monday to Friday (tea money);
- After 12:00 noon Saturday and Sunday (lunch money);
- 1 hour after their normal finishing time Saturday and Sunday (tea money).

8.2 Employees shall not work beyond 1½ hours of their normal finishing time without stopping for a meal break of at least 30 minutes.

#### 9. OVERTIME

9.1 A payment shall be made at the rate of time and a half for the first two hours and all authorised time worked before the employee's normal starting time or after their normal

finishing time, Monday to Friday, as prescribed in Clause 2 of this Agreement.

- 9.2 Payment shall be made at the rate of double time for all authorised overtime worked:
- after the first two hours, Monday to Friday;
  - for all time worked on Saturday or Sunday.
- 9.3 Payment shall be made at double time with a day in lieu for all authorised time worked on a public holiday except Christmas Day and Good Friday.
- 9.4 Payment shall be made at the rate of triple time with a day in lieu for all authorised time worked on Christmas Day and Good Friday.

## 10. TRANSPORT OF EMPLOYEES

- 10.1 Employees completing authorised overtime at 8.00 pm or later shall be provided with a taxi to their home, or paid parking and mileage, providing it does not exceed the equivalent taxi fare. Taxis from the railway station of destination to home will be provided from 7.00 pm where it is clear that the normal bus service is not available.
- 10.2 Where Staff are requested to work away from the Federation Office (or Regional Office) satisfactory travel arrangements will be made by the Federation to transport Staff member/s to and from the venue.
- 10.3 Where an employee in the course of their duty is required to go to any place away from their usual place of employment he/she shall be paid all reasonable expenses actually incurred upon production of receipts.
- 10.4 When an employee in the course of their duty is required other than in ordinary working hours to go to any place away from their usual place of employment he/she shall be paid all reasonable expenses actually incurred and in addition shall be paid at the ordinary rates for half of any time occupied in travelling outside ordinary working hours which is in excess of the time normally occupied by him/her in travelling to and from their usual place of employment.
- 10.5 Application for any variation in this arrangement should be made to the General Secretary.

## 11. PERFORMANCE OF HIGHER DUTIES

Where an employee at the request of the General Secretary, AGS or section supervisor, performs higher duties when relieving another employee for one day or more, they shall be paid the higher relevant rate of pay for such day or days.

## 12. VACANCIES

Where a vacancy is not filled under the Permanent Full-Time Staff Agreement, then casual Staff should be informed that the position is vacant. Current casual employees and former casuals where possible, who are qualified and express interest, may be considered for the position before the position is advertised outside the Federation.

## 13. PUBLIC AND OTHER HOLIDAYS

- 13.1 Casual employees will be entitled to payment for public holidays if the normal working day both sides of the public holiday are worked, and if the public holiday would normally have been a working day for the employee.
- 13.2 New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's

Birthday, Labor Day, Christmas Day, Boxing Day and any other day gazetted as a public holiday for the State shall be holidays for the purposes of this Agreement.

- 13.3 Long-term casual employees who have completed twelve months' continuous service at a minimum of twenty hours per week will be entitled to an Industry Picnic Day each calendar year, pro rata according to the number of hours worked over the previous twelve month period. This may be taken at any time, subject to application as for any other type of leave. This may not be accumulated.

Note: The Industry Picnic Day will be regarded as a Public Holiday for these purposes and taken in the current year. This day can be taken at the employee's discretion in consultation with the relevant AGS or Section Supervisor.

#### 14. SICK LEAVE

- 14.1 Short-term casual employees are not entitled to paid sick leave.
- 14.2 Long-term casual employees shall have a pro rata entitlement of sick leave as set out in Clause 17 of the Permanent Full-Time Staff Agreement.
- 14.3 Employees with less than one year's service shall be entitled to sick leave at the following rates on a pro rata basis.

**for the first:**

3 months	-	5 days
4 months	-	6.5 days
5 months	-	8 days
6 months	-	10 days
7 months	-	11.5 days
8 months	-	13 days
9 months	-	15 days
10 months	-	16.5 days
11 months	-	18 days



#### 15. ANNUAL LEAVE

- 15.1 Short-term casual employees are not entitled to paid annual leave.
- 15.2 Long-term casual employees shall be granted leave of six weeks (pro rata) including up to two weeks Christmas/New Year break shutdown. This leave must not accumulate beyond 12 weeks. 17.5% loading will be paid on 4 weeks annual leave.
- 15.3 For periods of employment less than 12 months, annual leave shall be calculated on a pro rata basis.
- 15.4 Applications for annual leave should be lodged at least two weeks before leave is required. Extenuating circumstances shall be considered.

#### 16. LONG SERVICE LEAVE

- 16.1 All casual employees, on becoming permanent employees, are entitled to accreditation of casual service for long service leave purposes.

#### 17. PARENTAL LEAVE

- 17.1 Casual employees on becoming permanent shall have their casual service taken into

account for the purpose of calculating maternity/paternity/adoption leave.

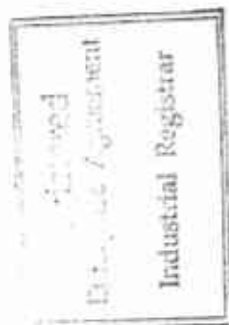
- 17.2 To be eligible for maternity/paternity/adoption leave pay, casual employees must have completed 12 months continuous service. A casual employee's continuous service will not be broken by:
- public holidays
  - any periods of approved leave.

- 17.3 The conditions under which maternity/paternity/adoption leave will be granted are set out below. To be eligible for maternity or paternity leave pay, long-term casuals must have completed 12 months service.

- Long-term casuals can access maternity up to 52 weeks. This will include the period of paid maternity leave of 12 weeks on full pay and this payment be made either in a lump sum on commencing leave or by fortnightly payments.
- Casual employees with less than 12 months service may be eligible for unpaid maternity or paternity leave under certain circumstances.
- A casual employee who is the father, or the person accepting responsibility for the care and maintenance of a child, should be given up to one week's leave with pay around the time of the birth of the child, where the leave is required to take care of the mother and/or children. This leave may be extended for up to 12 months beyond the date of birth in order to be the primary care giver. To be eligible for paternity leave pay, employees must have completed 12 months service.
- Long-term casuals on maternity leave can nominate the time of payment for the period of 12 weeks paid maternity leave, provided that it is understood that the payment will be at the rate applicable for the 6 weeks prior to the anticipated date of birth and the 6 weeks after.
- Maternity leave can commence up to 6 weeks prior to the anticipated date of birth. Applications for maternity or paternity leave must be made in writing to the General Secretary and submitted at least 4 weeks prior to the date of which the employee intends to cease duty. Similarly, if an extension of leave is desired, one month's notice must be given.
- Long-term casual employees on maternity or paternity leave may use other types of paid leave to which they are entitled under the Agreement e.g. recreation leave and long service leave to cover all or part of the period of absence not covered by paid maternity or paternity leave.
- The period of maternity or paternity leave shall count as service for all purposes with the qualifications that the period to count as service for recreation leave purposes is limited to 26 weeks or the period of leave with pay (including paid maternity leave or paternity) whichever is the longer.

#### Adoption

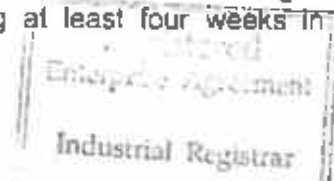
- If a long-term casual employee adopts a child under the age of five years and he or she is the primary care giver, he or she shall be eligible for a maximum of six weeks leave on half pay or three weeks on full pay for the period on and from the date of receiving the child.
- The adopting parent who is the primary care giver shall be entitled to take up to twelve months' adoption leave without pay from the date on which he or she takes custody of the child and for such period prior to that date necessary for making arrangements. An employee who is the non-primary care giver who adopts a child under the age of five



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years shall be entitled to one week's paid paternity leave.

- Casual employees with less than 12 months service may be eligible for adoption leave without pay under certain circumstances.
- Applications for maternity leave, paternity leave and adoption leave should be made in writing and at least four weeks prior to commencement of the leave. Applications should be accompanied by the appropriate documentation. Variation or changes following commencement of leave must be made in writing at least four weeks in advance.



## 18. FAMILY AND COMMUNITY SERVICE

- 18.1 Long-term casual employees can apply to the General Secretary for paid leave on a pro rata basis for up to 5 days in any 12 month period on a pro rata basis. The conditions under which this leave will be granted are set out below:
- 18.2 The General Secretary will consider applications in writing and may be supported by a brief explanation for paid leave for up to 5 days in a twelve-month period. Applications for a period of leave that exceed the maximum entitlement may be granted LWOP or application for LSL or annual leave to credit.
- 18.3 Where in these circumstances annual leave is approved, it shall be deducted from annual leave to credit at the rate of 7 hours and 37 minutes per day where the employee is working 9-day fortnight hours.
- 18.4 Family and Community Service leave may be used to meet a range of family activities and community service responsibilities. This could include a need to respond to an emergency situation such as illness in the family, including the illness of aged parents, funerals, family law court proceedings where property or custody of children are involved, floods, bush fires or being snowed in, and in special circumstances removal of residence. Such leave could also be used in the event of planned absence for family and community service responsibilities where some advance notice is given.

## 19. LEAVE WITHOUT PAY

Long-term casuals who have exhausted accrued forms of paid leave may make application to the General Secretary for short periods of leave without pay citing special circumstances.

## 20. WORKERS COMPENSATION

Employees shall be fully covered by Workers' Compensation within the terms of the current legislation.

## 21. SUPERANNUATION

The Federation shall provide superannuation for casual employees within the terms of current legislation.

## 22. UNION MEMBERSHIP

The NSW Teachers Federation and the Staff Representative/s believe it appropriate that all employees covered by this Agreement be members of the Australian Services Union.

The New South Wales Australian Services Union Staff Representative/s shall be entitled, on application to the General Secretary, to one half-day per month to perform any duties associated with this role. Such leave may be accumulated up to two days.



23. STAFF MEETINGS6

Casual employees, who are members of the Australian Services Union, shall be entitled to attend ASU Staff meetings called in accordance with provisions of Clause 28 of the Staff Agreement.

24. TERMINATION OF EMPLOYMENT

24.1 Short-term casual employment may be terminated by (1) hour's notice on either side, or by payment of or forfeiture of one (1) hours pay in lieu of notice.

24.2 Long-term casual employment may be terminated by one week's notice on either side, or by the payment of or forfeiture of one week's pay in lieu of notice.

25. GENERAL

The NSW Teachers' Federation Staff Agreement and the Permanent Part-time Agreement and the Clerks (State) Award or the Trade Union and Political Parties Award will continue to regulate all other conditions of employment not otherwise covered in this Agreement.

Nothing in this Agreement shall operate to reduce or lessen the conditions and salaries enjoyed by persons employed by the New South Wales Teachers Federation at the date of operation of this Agreement.

The Clerks (State) Award will continue to regulate all other conditions of employment not otherwise covered by this Agreement.

26. DUTIES OF EMPLOYEES

An employee, before accepting a position, shall be informed of the duties of the position and the salary.


27. DURATION OF AGREEMENT

This Agreement shall have effect on and from the 1st of January 2002 until the 31 December 2003. Re-negotiations of the terms of this Agreement shall commence no later than three calendar months prior to the date of termination.

28. FINALISATION OF NEXT AGREEMENT


This Agreement shall be finalised within three (3) months after 31 December, 2003.

  
.....  
**John Hennessy**  
General Secretary

  
.....  
**WITNESS**



  
.....  
**Julie Robertson**  
Australian Services Union Representative

  
.....  
**WITNESS**



*S. Watson*

**Sheila Watson  
Australian Services Union Representative**

*John Gump*

**WITNESS**

Dated this 23 day of FEBRUARY, 2002  
Month Year



*John Gump*





# **NSW Teachers Federation**

## **Conditions for Permanent Part-Time Employees**

Registered  
Enterprise Agreement  
Industrial Registrar

**1 January 2001  
to  
31 December 2003**

*DP*  
*Li*

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 Registrar

## AGREEMENT

### CONDITIONS FOR PERMANENT PART-TIME EMPLOYEES

### OF THE NEW SOUTH WALES TEACHERS FEDERATION

These conditions apply to all permanent part-time employees excluding salaried personnel.

#### 1. DEFINITIONS

- 1.1 A permanent part-time employee shall mean an employee who is employed to work regular days and regular hours, either of which are less than thirty-five (35) hours per week or seven (7) hours per day. A permanent part-time employee shall not work less than twenty (20) hours in any one week or four (4) hours on any day.
- 1.2 The minimum weekly hours requirement shall not apply to existing positions.
- 1.3 Consideration will be given to the creation of permanent part-time positions of less than twenty (20) hours per week, provided that such positions are in addition to and supplement existing full-time positions.

#### 2. HOURS

- 2.1 The ordinary hours of work, exclusive of meal hours, shall be a minimum of twenty (20) hours per week Monday to Friday. The minimum hours to be worked in any one day shall be four (4) hours per day.

For those employees working less than a 7 hour day, commencement shall be between the hours of 8:00 a.m. and 9:30 a.m.

- 2.2 For those employees working a 7 hour day, these hours shall be between the hours of 9:00 a.m. and 5:00p.m., Monday to Friday.
- 2.3 Variation of these hours (9.00 am and 5.00 pm) commencing either from 8.00 am, 8.30 am or 9.30 am and concluding at 4.00 pm, 4.30 pm or 5.30 pm respectively, may be permitted subject to the concurrence of the General Secretary.

#### 3. MEAL BREAK

- 3.1 Not less than 30 minutes nor more than one hour between the hours of 12 noon and 2:00 p.m. This can be varied by arrangement between the parties.
- 3.2 An employee shall not be required to work more than 6 hours without a break for a meal.

#### 4. MORNING AND AFTERNOON TEA BREAKS

- 4.1 Employees shall be allowed two (2) periods of ten (10) minutes each day, morning and afternoon, for the purpose of taking a morning and afternoon break.
- 4.2 There will be at least one (1) Staff member on duty in every section during the period of the tea break. This is to ensure that an inquiry or request for assistance directed to the section

during a tea break receive a comprehensive response.

- 4.3 Facilities and ingredients (tea, coffee, milk, sugar) shall be provided for employees of the Federation for morning tea, lunch and afternoon tea.

## 5. SMOKING AT WORK

For OH&S reasons Federation maintains a smoke free environment during working hours.

## 6. PAYMENT OF SALARIES

- 6.1 This Agreement provides for pro rata payment of salaries as per the NSW Teachers Federation Staff Agreement to be paid based on the agreed schedule as attached in accordance with the Skills Based Classification Structure Matrix agreed between the Federation and Staff on 1 July 1996.

Salaries shall be paid by Electronic Funds Transfer to an account nominated by each employee during the working hours no later than Wednesday of each alternate week and shall be made up to the end of the current week in which payment is made.

Overtime shall be paid within fourteen days after the end of the week in which overtime is worked.

### 6.2 Salaries of Permanent Employees

The schedule of salaries is attached.

### 6.3 Position Reclassification Process

Provision for reclassification will be dealt with in accordance with Clause 34.



## 7. VARIATION IN SALARIES

In the event of any variation in National Wage decisions providing for increased rates to compensate all or a specific group of workers, the rates in this Agreement shall be adjusted accordingly provided that Staff wage rates have not already received the same compensation in a wages agreement with the NSW Teachers Federation.

## 8. GOODS AND SERVICES TAX

The Federation and Staff (the parties) will monitor the overall impact of the Commonwealth Government's Goods and Services Tax (GST) through the life of the Agreement and to review wages in the light of that impact. If the IRC makes a state decision (Section 49 of the IRC Act 1996) having regard to the impact on wages of the GST the parties reserve the right to make application to the commission in relation to that decision.

## 9. MEAL ALLOWANCE

- 9.1 A meal allowance as provided for Officers and members of Executive, in addition to overtime pay, shall be provided to employees who work:

- 1 hour after their normal finishing time Monday to Friday (tea money);
- beyond 5 hours after their normal finishing time (tea money);
- after 12 noon Saturday and Sunday (lunch money);
- 1 hour after their normal finishing time Saturday and Sunday (tea money).

- 9.2 Employees shall not work beyond 1½ hours of their normal finishing time without stopping

for a meal break of at least 30 minutes.

## 10. OVERTIME

- 10.1 A payment shall be made at the rate of time and a half for the first two hours for all authorised overtime worked before the employee's normal starting time or after their normal finishing time, on days normally worked, as prescribed in Clause 2 of this Agreement.
- 10.2 Payment shall be made at the rate of double time for all authorised overtime worked:
- 10.2.1 after the first two (2) hours, Monday to Friday;
  - 10.2.2 for all time worked on Saturday;
  - 10.2.3 for all time worked on Sunday.
- 10.3 Payment shall be made at double time for all authorised time worked on a public holiday as prescribed by Clause 16 of this Agreement except Christmas Day and Good Friday. In addition for the double time for that day, a day in lieu will also be provided.
- 10.4 Payment shall be made at the rate of triple time with a day in lieu for all authorised time worked on Christmas Day and Good Friday.

## 11. TRANSPORT FOR EMPLOYEES

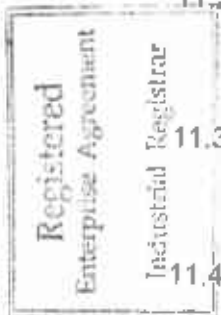
- 11.1 Employees completing authorised overtime at 8:00 p.m. or later shall be provided with a taxi to their home, or paid parking or mileage, providing it does not exceed the equivalent taxi fare. Taxis from the railway station of destination to home will be provided from 7:00 p.m. where it is clear the normal bus service is not available.
- 11.2 Where Staff are requested to work away from the Federation Office (or Regional Office) satisfactory travel arrangements will be made by the Federation to transport Staff member/s to and from the venue.
- 11.3 Where an employee in the course of their duty is required to go to any place away from their usual place of employment he/she shall be paid all reasonable expenses actually incurred upon production of receipts.
- 11.4 When an employee in the course of their duty is required other than in ordinary working hours to go to any place away from their usual place of employment he/she shall be paid all reasonable expenses actually incurred and in addition shall be paid at the ordinary rates for half of any time occupied in travelling to and from their usual place of employment.
- 11.5 Application for any variation in this arrangement should be made to the General Secretary.

## 12. PERFORMANCE OF HIGHER DUTIES

Where an employee at the request of the General Secretary, AGS or section supervisor, performs higher duties when relieving another employee for one day or more, they shall be paid the higher relevant rate of pay for such day or days.

## 13. FIRST AID ALLOWANCE

An employee who has been trained to render first aid and who is the current holder of appropriate first aid qualifications, such as a certificate from the St. John Ambulance or similar body, shall be paid an allowance as set out in the Clerks (State) Award, if the employee is appointed by the General Secretary to perform first aid duty.



#### 14. CONFIRMATION OF PERMANENT EMPLOYMENT

All employees are employed with a probationary period of three months. This probationary period is subject to the conditions outlined in the Probationary Procedures (attached). Confirmation of permanency will be provided in writing by the employer at the satisfactory completion of the probationary period.

#### 15. VACANCIES/NEW OR ALTERED POSITIONS

15.1 Where a vacancy that exists under the Staff Agreement is to be filled, or a new position created, such a position will be filled within two (2) weeks of the vacancy occurring wherever possible. All permanent employees shall be informed when the vacancy occurs and be given the opportunity to apply in writing and be considered for such a position. Applications from permanent employees will be considered where employees feel they are capable of carrying out the duties required even if not fully qualified in accordance with the job specifications.

15.2 If a long-term relief position of longer than six (6) weeks becomes available, then permanent Staff should be given the opportunity to apply in the first instance before relief is sought externally. Appointment to such a relief position is subject to Federation's priorities.

15.3 Management in consultation with Staff will review new and altered positions as they arise to determine the skills criteria required for the position and their placement on the matrix. If at any time an employee or group of employees feel the skills required in their position/s have changed, an application can be made to the Staff/Management Negotiating Committee for a review of their positions/s as per Clause 34 (Position Reclassification Process).

15.4 Unchanged vacant positions will be filled as per the Staffing Guidelines (16.8 below).

15.5 The placement of new or altered positions on the matrix will be determined by the convening of a Staff/Management Negotiating Committee consisting of:

Two (2) Management Representatives  
Two (2) Staff Representatives

15.6 The committee will make a recommendation to the General Secretary regarding the position placement on the matrix.

15.7 The matrix will be updated to include new or altered position/s and distributed to Staff. Appeals must be lodged within five working days.

15.8 Staffing Guidelines

15.8.1 All vacant positions will be filled in accordance with the following priority, after the Staff Representatives have been advised of the vacancy.

- a) The offer of transfer to Staff in redundant positions where the Staff member/s has the appropriate skills and qualifications. Appropriate and reasonable training at Federation's expense will be available to facilitate such transfer.
- b) The offer to Staff returning from LWOP provided that Staff member/s concerned are qualified to hold the position/s.
- c) Advertise internally
- d) If no internal applicants, call for applications from casual Staff



(implementation of Clause 12 of the Casual Staff Agreement),

e) If necessary, advertise externally.

15.8.2 The selection panel will include either a Staff member from the section where the vacancy occurs or a Staff Representative, except in circumstances where this could prove impractical/impossible eg Regional Offices.

15.8.3 Unsuccessful applicants who apply and are unsuccessful for a position may appeal to the General Secretary on the basis that the selection process did not follow the guidelines.

15.8.4 Unsuccessful applicants who apply and are unsuccessful for a position and who request it will be given an opportunity for discussion with a view to identifying opportunities for career development and progression along with appropriate training.

## 16. PUBLIC HOLIDAYS

16.1 New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queens Birthday, Picnic Day, Labor Day, Christmas Day, Boxing Day and any other day gazetted as a public holiday for the State shall be holidays for the purposes of this Agreement.

Note: The Industry Picnic Day will be regarded as a Public Holiday for these purposes and taken in the current year. This day can be taken at the employee's discretion in consultation with the relevant AGS or Section Supervisor.

A roster of Staff will be provided on the afternoon of the Thursday prior to the Good Friday public holiday. The roster will be drawn up in consultation with the General Secretary. Members of Staff who work that afternoon will be entitled to take a half-day of leave in lieu before the end of June.

## 17. SICK LEAVE

17.1 On a pro rata basis calculated according to the number of days worked permanent part-time employees shall be entitled to twenty (20) working days of each calendar year of service on full pay, subject to satisfactory evidence of the employee, if required, for more than three (3) consecutive days' leave.

17.2 Untaken sick leave shall be cumulative up to a maximum of (10) days for each year of service. For the purpose of cumulative sick leave, an employee's service shall be calculated from the date of commencing employment. The accumulation shall be done on 1st January each year.

17.3 For those employees with less than one year's service untaken sick leave shall be cumulative on the 1st January following appointment up to a maximum at the following rates:

3 months	2.5 days
6 months	5 days
9 months	7.5 days

17.4 Employees with less than one year's service shall be entitled to sick leave at the following rates:

for the first	3 months	5 days
	4 months	6.5 days



5 months	8 days
6 months	10 days
7 months	11.5 days
8 months	13 days
9 months	15 days
10 months	16.5 days
11 months	18 days

- 17.5 The following guidelines could be applied in the case of an employee falling ill during his/her first year of service. If insufficient sick leave has been accrued to cover the period of illness, the employee may authorise the employer to deduct any annual leave accrued after she/he has exhausted accumulated sick leave. Any annual leave deducted will be re-credited when the employee has worked a sufficient period of time to accrue the additional sick leave taken in advance. For each day's annual leave re-credited a day's sick leave will be debited.
- 17.6 A permanent part-time employee who is ill for one week or more while on annual leave or long service leave shall be entitled to sick leave for such illness, provided that the Federation is notified as soon as practicable after such illness occurs and the employee produces a doctor's certificate.
- 17.7 Should an employee not be covered adequately by the above clauses she/he may make special application to the General Secretary. The General Secretary may grant additional sick leave depending on the nature and length of the illness and the employment record of the employee concerned. All such applications would have to be supported by a doctor's certificate.

## 18. ANNUAL LEAVE

- 18.1 On a pro rata basis, calculated according to number of days worked, permanent part-time employees shall be granted annual leave of six (6) weeks including up to two weeks during the Christmas/New Year shutdown. This leave must not accumulate beyond 12 weeks. 17½ per cent loading will be paid on 4 weeks leave.
- 18.2 For periods of employment less than 12 months, annual leave shall be calculated on a proportionate basis.
- 18.3 Applications for leave should be lodged at least two (2) weeks before leave is required. Extenuating circumstances will be considered.

## 19. LONG SERVICE LEAVE

- 19.1 Long service leave shall be granted in accordance with the following provisions pro rata to hours/days worked:
- 19.1.1 After ten years permanent service, continuous or broken, thirteen (13) calendar weeks leave on full pay.
- 19.1.2 For each additional year of permanent service, continuous or broken, after ten (10) years, fifteen (15) calendar days on full pay.
- 19.1.3 An employee who has completed at least five (5) years of permanent service and less than ten (10) years, and whose services are terminated or cease for any reason, shall be paid a proportionate amount on the basis of three (3) months for ten (10) years service.
- 19.1.4 In the case of the death of an employee the Federation shall pay to the employee's

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personal representative the monetary value of that employee's entitlement. For the purpose of this clause the legal personal representative shall be an administrator appointed by the Court or where no such administrator is appointed such other person as the General Secretary determines will best act in the interests of the beneficiaries of the deceased.

19.1.5 Applications for long service leave should be made in writing at least four weeks prior to the commencement of the leave. Variation or changes following commencement of leave must be made in writing at least four weeks in advance.

19.1.5 On becoming full-time, a part-time employee's long service leave entitlement shall be recalculated into full days.

## 20. PARENTAL LEAVE

- 20.1 To be eligible for paid maternity or paternity leave, employees must have completed 12 months service.
- 20.2 The period of paid maternity leave shall be 12 weeks on full pay and this payment is made either in a lump sum on commencing leave or by fortnightly payments.
- 20.3 Employees with less than 12 months service are eligible for 12 months maternity or paternity leave without pay.
- 20.4 An employee who is the father, or the person accepting responsibility for the care and maintenance of a child, should be given up to one week's leave with pay around the time of the birth of the child, where the leave is required to take care of the mother and/or children. This leave may be extended for up to 12 months beyond the date of birth in order to be the primary care giver. To be eligible for paternity leave pay, employees must have completed 12 months service.
- 20.5 Employees can nominate the time of payment for the 12 week paid maternity leave, provided that it is understood that the payment will be at the rate applicable for the 6 weeks prior to the anticipated date of birth and the 6 weeks after.
- 20.6 Maternity leave can commence up to 6 weeks prior to the anticipated date of birth, and may be extended for up to 12 months beyond the date of birth. Applications for maternity or paternity leave must be made in writing to the General Secretary and submitted at least one month prior to the date of which the employee intends to cease duty. Similarly, if an extension of leave is desired, one months notice must be given.
- 20.7 Employees on maternity or paternity leave may use other types of paid leave to which they are entitled under the Agreement eg. annual leave and long service leave to cover all or part of the period of absence not covered by paid maternity or paternity leave.
- 20.8 The period of maternity or paternity leave shall count as service for all purposes with the qualification that the period to count as service for annual leave purposes is limited to 26 weeks or the period of leave with pay (including paid maternity paternity leave) whichever is the longer.
- 20.9 Adoption  
If an employee adopts a child under the age of five years and he or she is the primary care giver, he or she shall be eligible for a maximum of six weeks leave on half pay or three weeks on full pay for the period on and from the date of receiving the child.

The adopting parent who is the primary care giver shall be entitled to take up to twelve months' adoption leave without pay from the date on which he or she takes custody of the



child and for such period prior to that date necessary for making arrangements. An employee who is the non-primary care giver who adopts a child under the age of five years shall be entitled to one week's paid paternity leave.

Employees with less than 12 months service are eligible for adoption leave without pay.

20.10 Applications for maternity leave, paternity leave and adoption leave should be made in writing and at least four weeks prior to commencement of the leave. Applications should be accompanied by the appropriate documentation. Variation or changes following commencement of leave must be made in writing at least four weeks in advance.

20.11 The parties agree to examine this section with a view to revision and consolidation.

## 21. FAMILY AND COMMUNITY SERVICES LEAVE

21.1 The General Secretary will consider applications in writing and supported by a brief explanation for paid leave for up to 5 days in a calendar year.

21.2 Family and community service leave may be used to meet a range of family activities and community service responsibilities. This could include a need to respond to an emergency situation such as illness in the family, including the illness of aged parents, funerals, family law court proceedings where property or custody of children are involved, floods, bush fires or being snowed in, and in special circumstances removal of residence. Such leave could also be used in the event of planned absence for family and community service responsibilities where some advance notice is given.

21.3 Where family and community service leave has been exhausted, additional paid FACS leave of up to 4 days may be granted to an employee on application to the General Secretary as a form of bereavement leave.

21.4 When family and community service leave has been exhausted members of Staff shall be entitled to use any current sick leave to credit or any cumulative sick leave accrued from the past three years to provide care and support for persons as described in 22.6 below when they are ill. This period is determined as being the three years immediately preceding the first day of the personal carer's leave. Such leave may be taken for part of a single day.

21.5 Members of Staff shall, if required, establish by production of a medical certificate or statutory declaration the illness of the person concerned and that the illness is such as to require care by another person, in normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.

21.6 The entitlement to use sick leave in accordance with this subclause is subject to:

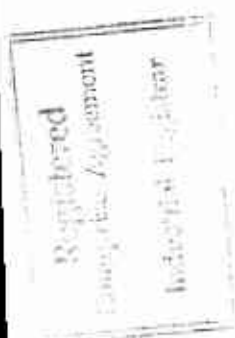
21.6.1 the employee being responsible for the care and support of the person concerned; and

21.6.2 the person concerned being

21.6.3 a spouse of the employee; or

21.6.4 a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or

21.6.5 a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or



- 21.6.6 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
- 21.6.7 a relative of the employee who is a member of the same household, where for the purposes of this paragraph:

- "relative" means a person related by blood, marriage or "affinity";
- "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
- "household" means a family group living in the same domestic dwelling.

21.7 An employee shall, wherever practicable, give the employer notice prior to their intention to take leave; the name of the person requiring care and their relationship to the employee; the reasons for taking such leave and the estimated length of the absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the first day of absence.

## 22. LEAVE WITHOUT PAY

Applications from members of Staff for periods of leave without pay will be considered by the General Secretary in cases where employees have more than two years service.

Applications for leave without pay should be made in writing at least four weeks prior to the commencement of the leave. Variation or changes following commencement of leave must be made in writing at least four weeks in advance.

The maximum period of leave without pay on any one occasion is 12 months.

The cumulative maximum period of leave without pay, including periods of part-time leave without pay, for any employee is three years.

If the approved leave without pay is for a period of up to six months then the employee has right of return to their position.

If the approved leave is for a period of more than six months, the employee's position cannot be guaranteed and they will be required to relinquish their position. On return from leave without pay the employee will be appointed to a position should one be available and will be given priority for the next suitable vacancy which is at the salary level of their previous position provided they are qualified to hold the new position.

An employee is entitled to maintain membership of the Teachers Credit Union and Health Society whilst on leave without pay but is personally responsible for contributions or payments to either body.

An employee who is a member of the N.S.W. Teachers Federation Staff Superannuation Fund taking leave of six months or less, is entitled to continue paying contributions during their period of leave without pay, and the employer undertakes to meet its contributions. Where an employee, in accordance with the rules of the Provident Fund/Superannuation Scheme, chooses to reduce their contribution to the Fund during a period of leave without pay such contributions may not be reduced below the amount necessary to maintain any death or disability insurance maintained as part of the employee's membership of the Fund.

## 23. STUDY LEAVE

Employees shall be granted up to one half-day per week, subject to the approval of the General Secretary, to undertake approved courses related to their work or future work in the Federation.

This clause is to be implemented consistent with the NSW Teachers Federation Training Policy in conjunction with the endorsed decision of the Training Committee and the General Secretary.

It is agreed that Regional Office Staff shall be entitled to attend meetings/professional development courses/inserVICing in Sydney as required. The timing and number of such attendance in any one year shall be determined by the General Secretary and the employees shall receive normal Federation expenses, travel and accommodation.

#### 24. JURY DUTY

Where an employee is required to perform duty as a juror their salary will continue to be paid by the employer. Where the employee receives payment in lieu of wages or salary for jury duty performed, this payment will be paid to the employer.

An employee is still entitled to claim from the Sheriff's Office out of pocket expenses whilst serving on a jury panel.

#### 25. WORKERS COMPENSATION

Employees shall be fully covered by Workers' Compensation within the terms of current legislation. Where an employee receives less than they would have received had they continued to work the difference can be made up from sick leave or other accrued leave.

#### 26. TRADE UNION TRAINING

Attendance at Trade Union Training Courses shall be subject to the General Secretary's approval. The Federation will pay the employee's salary while the employee is attending the course.

#### 27. UNION MEMBERSHIP

The NSW Teachers Federation and the Staff Representative/s believe it appropriate that all employees covered by this Agreement be members of the Australian Services Union.

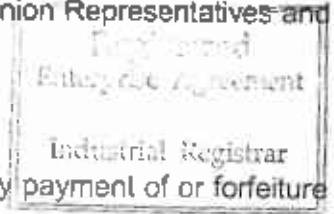
The New South Wales Australian Services Union Staff Representative/s shall be entitled, on application to the General Secretary, to one-half day per month to perform any duties associated with this role. Such leave may be accumulated up to two days.

#### 28. STAFF MEETINGS

The Staff shall be entitled to a meeting of one hour's duration per month, providing that the time and staffing arrangements are agreed upon by the Australian Services Union Representatives and the General Secretary.

#### 29. TERMINATION OF EMPLOYMENT

Employment may be terminated by two week's notice on either side, or by payment of or forfeiture of two week's pay in lieu of notice.



#### 30. GENERAL

30.1 Nothing in this Agreement shall operate to reduce or lessen the conditions and salaries enjoyed by persons employed by the New South Wales Teachers Federation at the date of the operation of this Agreement.

30.2 The NSW Teachers Federation Staff Agreement and the Clerical and Administrative Employees (State) Award will continue to regulate all other conditions of employment not

otherwise covered in this Agreement.

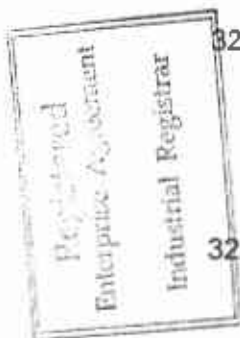
### 31. OTHER DUTIES

- 31.1 Employees shall be given an opportunity to learn the skills required to undertake duties within the Federation office, eg. word processing, duties in the records section, duties in the distribution section.
- 31.2 The Staff agree that they shall provide assistance in the various sections of the Federation when required because of the extra workloads in particular areas or a reduced workload in their own area of responsibility.
- 31.3 Employees shall receive their normal salary when carrying out duties that attract a lower rate of pay and will receive the benefits of Clause 12 when performing higher duties.
- 31.4 The General Secretary shall be responsible for the implementation of this clause and will consult with the Staff member and Officer/Supervisor concerned.

### 32. TECHNOLOGICAL CHANGE

#### Definitions

- 32.1 For the purpose of the Agreement technological change means the introduction, alteration or replacement of computers (including word processing machines, communications equipment and other new equipment) or work organisation ancillary to the use of such equipment.
- 32.2 Computer means an electronic device (include word processing) which is capable of receiving facts or data, processing or performing calculations on that data and delivering answers or information in the required format for use by a person or to control the operation of another machine or computer.
- 32.3 The ASU seeks active participation in the decision making processes regarding technological change and the participation of affected members in such decision making.
- 32.3.1 All information required to enable a full evaluation of proposed technological change must, in the first instance, be provided to the ASU's elected Staff Representative(s) on the Technology Group and consultation relative to any aspect of this shall take place from the contemplative stage onwards and continue through the development, implementation and post-implementation stages.
- 32.3.2 No decision relating to any part of the process of change to work organisation, job structure or technology shall take place without the above and without the provision of satisfactory information, consultation and agreement between NSW Teachers Federation and Staff.
- 32.4 The Staff of the NSW Teachers Federation agree to undertake any necessary reviews of existing work organisation. Agreed changes to work organisation required to affect technological change will be implemented by Staff.
- 32.5 The Federation will ensure that occupational health and safety questions associated with technological change will be addressed, including, but not limited to, a proper provision of furniture, lighting and appropriate testing arrangements.
- 32.6 Federation will provide a proper level of training for Staff required to use any equipment that the Federation, in agreement with Staff, decides to install. Where necessary, retraining will occur for Staff whose work is affected by technological change.



*[Handwritten signatures]*

32.7 To facilitate skill development and multi-skilling Federation agrees to provide:

- Introductory information and training for all Staff;
- Appropriate training for adequate numbers of Staff needed to relieve or back-up Staff whose positions require the use of new technology;
- Appropriate training for Staff successful in their application to fill an existing position.

No Staff position should be diminished in quality of work or responsibility as a result of new technology. Elected officers or salaried staff employees will have access to the use of new equipment and where this is likely to diminish the scope or responsibility of the work of a Staff member, the Federation will ensure that appropriate compensatory changes are made to the organisation of work of that Staff member.

32.8 The Federation agrees that no permanent full-time or permanent part-time person employed by the Federation now or in the future will lose their employment as a result of technological change.

32.9 The Federation agrees that in some circumstances and where appropriate a Staff member's acquisition and use of new computer-related skills may require a reclassification and/or upgrading of that Staff member's position. The issue of reclassification will be dealt with in accordance with the provisions in Clause 34.

32.10 That the Staff have one elected representative on the Technology Committee. When the representative is unable to attend meetings an alternate representative can attend. The Federation is to arrange internal relief/back-up where necessary in order to allow the Staff Representative on the Committee to attend meetings and carry out work associated with the Committee.

### 33. EYE CARE

33.1 The Federation acknowledges that employees in certain circumstances may require eye testing in relation to their work with computers.

33.2 If glasses are prescribed for Staff working specifically with computers and where no other reimbursement is available from a Health Fund, the Federation will pay for the glasses.

Where there is a charge for this eye test then the Federation will also consider reimbursement of this charge.

The Federation Health Society rates will be applicable for the reimbursement of the eye test charge and for the glasses prescribed.

33.3 Equipment installed will be in accordance with Australian Standards Association to ensure compliance with accepted tolerance levels.

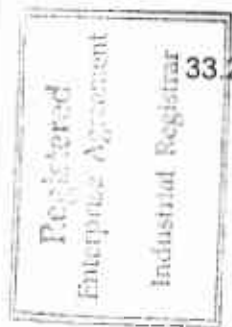
33.4 The Workcover standard is accepted as the monitor of radiation levels, glare, and reflection.

33.5 The Federation will be responsible for ensuring that the lighting and equipment meets the standard and needs for all employees.

33.6 All Staff will be encouraged to take appropriate breaks from looking continuously at their computer screens.

### 34. SKILLS BASED CLASSIFICATION

34.1 The NSW Teachers Federation and the Staff have agreed and implemented a Skills



Based Classification Structure effective from 30 June 1996.

Any employee who was graded at a level which carried a lower salary was identified. The employee continues to receive all future wage adjustments while employed in the position they held at the date of implementation. When that position is vacated by the incumbent, it will revert to the rate of pay applicable under the Skills Based Classification.

No identified employee shall be forced or requested to vacate their position because of these processes.

#### 34.2 Position Reclassification Process

The Federation and the Staff acknowledge that there are special circumstances where the nature of the work in an employee's position may change and this may require a review of the position and its skills against the skills matrix and the position's ranking.

The change can be identified by the employee or be proposed by or arise from changes introduced by the Federation.

The following guidelines for the position/skills review as outlined in the Position Reclassification Process will apply.

34.2.1 The employee's supervisor and/or Staff Representative may advise in regard to the employee's review.

34.2.2 The review submission will be referred to the General Secretary and be considered by the Skills Based Classification Review Committee. The Committee will comprise two elected Staff Representatives and two Employer Representatives nominated by the General Secretary.

34.2.3 The review committee members will be familiar with the Skills Based Classification Structure and the positions in the structure and their rankings.

34.3 The basis of a successful review will depend upon the following being agreed to:

34.3.1 Identification of new skills

34.3.2 Comparison of new skills to existing skills

34.4.3 The ranking of new skills within the structure

34.5.4 These new skills being a new requirement for the position

34.4 The Committee will refer its recommendation to the General Secretary within 15 working days.

A General Secretary decision will be made within 10 working days of the submission being referred to the General Secretary.

Where a submission is successful the position description shall be amended to include the new skill/s, if appropriate.

Where an entirely new skill, not currently on the Matrix is identified, and agreed to, then the Matrix will be amended to include the new skill/s.

A salary review and adjustment may follow.

Where the applicant's submission is not successful, a copy of the Committee's recommendation and advice from the General Secretary may be sought by the applicant.



35. TIME IN LIEU OF NINE DAY FORTNIGHT

A part time employee shall be entitled to take time in lieu of the nine day fortnight.

This time is calculated on the basis of one and a half (1 ½) hours per fortnight, pro rata'd according to the hours worked. This time may be taken on any rostered day in each fortnightly period and can be accumulated over a four weekly period, or two fortnightly periods.

The rate of leave for full time and part time employees is the same, and

- must be taken each four weekly period, i.e. two fortnightly periods and
- cannot be accumulated beyond a four weekly period

i.e. is similar to the nine day fortnight for full time staff

36. DURATION OF AGREEMENT

This Agreement shall have effect on and from the 1 January 2002 until the 31 December 2003. Re-negotiations of the terms of this Agreement shall commence no later than three calendar months prior to the date of termination.

37. FINALISATION OF NEXT AGREEMENT

This Agreement shall be finalised within three (3) months after 1 December 2003.

*John Hennessy*  
 .....  
**John Hennessy**  
**General Secretary**

*[Signature]*  
 .....  
**WITNESS**

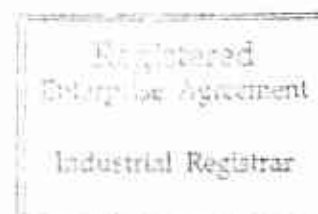
*Julie Robertson*  
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**Julie Robertson**  
**Australian Services Union Representative**

*[Signature]*  
 .....  
**WITNESS**

*Sheila Watson*  
 .....  
**Sheila Watson**  
**Australian Services Union Representative**

*[Signature]*  
 .....  
**WITNESS**

Dated this 22 day of FEBRUARY, 2002  
 Month Year



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# **NSW Teachers Federation**

## **Conditions for Job Share Employees**

**1 January 2002  
to  
31 December 2003**



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## AGREEMENT

### CONDITIONS FOR JOB SHARE EMPLOYEES

#### OF THE NEW SOUTH WALES TEACHERS FEDERATION

These terms and conditions apply to all job share employees, excluding those salaried personnel and covers particular benefits and conditions which may be unique to the job share situation.

This Agreement does not intend to cover all industrial aspects of the job sharer's employment. The NSW Teachers Federation Staff Agreement and the Clerical and Administrative Employees (State) Award will continue to regulate all other conditions of employment not otherwise covered in this Agreement.

The Federation and the Australian Services Union Staff Representatives support job sharing as an acceptable option for employees who do not wish to undertake full-time employment due to family or other personal commitments. This option can be considered in cases where the organisation will not be adversely affected.

#### 1. DEFINITION

- 1.1 Job sharing is an arrangement where two employees voluntarily share all the duties and responsibilities of a permanent full-time position. This can encompass, by mutual agreement:
- A full-time job divided between two employees, each responsible for their own work and/or section, or,
  - A full-time job divided between two employees with shared responsibilities for the total job.
- 1.2 The status and responsibility of a position will not alter whether the position is filled on a shared or individual basis.

#### 2. CRITERIA FOR ESTABLISHING JOB SHARE POSITIONS

Where there is an expression of interest by employees to enter into a job sharing arrangement, or a management proposal for job sharing, the following issues need to be considered.

- 2.1 Whether the full-time position can be reconstructed. The position should be divided in a manner, which enables both job sharers to perform the full range and mix of skills, duties and responsibilities. Any arrangement, which leads to deskilling of one job sharer, will not be accepted.
- 2.2 Job sharers will be expected to contribute pro rata to the fulfilling of responsibilities attached to the position occupied. Each job sharer's work responsibilities should be clearly established. Where, due to the requirements of the work, there is administrative overlap or the need to share information, guidelines are to be established to ensure the flow of work and information of both employees.

### 3. PROCESS

3.1 The job share arrangement should be determined through consultation between the appropriate Assistant General Secretary, Section Supervisor, the Human Resources Manager and the ASU Staff Representatives.

3.2 Job share partners should have a clear understanding of the guidelines, which are agreed including provisions relating to changes in job share arrangements and the duration of arrangements. An agreed review process will be determined and take place no later than six months following the commencement of the arrangement. Notwithstanding this review, any of the parties may raise issues of concern relating to the arrangement at any time.

3.3 All job share arrangements shall be voluntary and no employee will suffer any disadvantage as a result of refusing to enter into a job share arrangement.

### 4. HOURS

The hours of work, exclusive of meal hours, combined between the job sharers, shall not exceed thirty five per week, and shall be worked between the hours of 9:00 a.m. and 5:00 p.m., Monday to Friday.

Variation of these hours (9.00 am and 5.00 pm) commencing either from 8.00 am, 8.30 am or 9.30 am and concluding at 4.00 pm, 4.30 pm or 5.30 pm respectively, may be permitted subject to the concurrence of the appropriate Assistant General Secretary, Section Supervisor or the Human Resources Manager and the ASU Staff Representatives.

The hours to be worked may be split in a variety of ways eg. alternate weeks, alternate days, or one partner may work two days and the other three. Once the split of hours for a position has been determined, these hours will not be changed except by mutual agreement of the job sharers and the General Secretary.

### 5. SALARIES

Job sharers receive pro rata pay and conditions, including all benefits, for the relevant position filled according to the hours worked for each job sharer.

### 6. OVERTIME

Any time worked in excess of 7 hours per day will be regarded as overtime and paid at overtime rates. If two job sharers work in excess of ten days per fortnight this time will be regarded as overtime.

It is not intended that one job sharer be on duty at the same time as the other job share partner eg. to cover peak work periods.

### 7. VACANCIES

If one job sharer vacates the position, the remaining job sharer is to be given the option of accepting the position on a full-time basis. If the employee wishes to recreate the job share, the employer will assist by seeking appropriate expressions of interest.

### 8. PUBLIC HOLIDAYS

Job share partners are entitled to all public holidays listed in the NSW Teachers Federation Staff Agreement, including the Industry Picnic Day, which by agreement between the job sharers, shall be allocated on a pro rata basis.



9. SICK LEAVE

The sick leave entitlement shall accrue on the basis of actual hours worked.

10. ANNUAL LEAVE

The annual leave entitlement will accrue on the basis of actual hours worked.

11. LONG SERVICE LEAVE

Although the entitlement and conditions for long service leave remains the same as for full-time employees, the long service leave payment will be pro rata.

12. LEAVE/RELIEF ARRANGEMENTS

For short-term absences, the remaining job share partner may elect to relieve but cannot be required to relieve. This will be paid at the ordinary rate for the period relieved.

For annual leave or other authorised absences, the job sharers may elect to take such leave at the same time. In this instance, normal relief arrangements would apply. If leave is taken separately, the remaining job sharer may elect to relieve but not required to. This will be paid at the ordinary period for the period relieved. In some instances relief may not be required for such absences as there may not be a need to have the position operating full-time during this period.

13. TRAINING

Job sharers shall be entitled to equal access to all career and training opportunities in accordance with the Permanent Full-Time Staff Agreement and shall not be subject to any form of discrimination in the case of redundancies.

Training will be done where practical on the days when the job sharer is rostered to work. If this is not possible then this time will be paid at the ordinary rate.

14. GENERAL

A change of employment from full-time or permanent part-time to job sharing or vice versa does not break continuity of service. All accrued benefits are fully transferable, on a pro rata basis, from one type of employment to another.

Where not previously stated, all entitlements shall accrue on the basis of actual hours worked.

Nothing in this Agreement shall operate to reduce or lessen the conditions and salaries enjoyed by persons employed by the New South Wales Teachers' Federation at the date of the operation of this Agreement.

15. DURATION OF AGREEMENT

This Agreement shall have effect on and from the 1 January 2002 until 31 December 2003. Re-negotiations of the terms of this Agreement shall commence no later than three calendar months prior to the date of termination.

16. FINALISATION OF NEXT AGREEMENT

This Agreement shall be finalised within three months after 1 December 2003.

A handwritten signature in black ink, appearing to be a stylized name, located at the bottom right of the page.

*John Hennessy*  
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John Hennessy  
General Secretary

*[Signature]*  
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WITNESS

*Julle Robertson*  
.....  
Julle Robertson  
Australian Services Union Representative

*[Signature]*  
.....  
WITNESS

*Sheila Watson*  
.....  
Sheila Watson  
Australian Services Union Representative

*[Signature]*  
.....  
WITNESS

Dated this *Twenty Second* day of *February*, *2002*  
.....  
(month) (year)

Registered  
Enterprise Agreement  
Industrial Registrar

*[Signature]*



## **NSW Teachers Federation**

# **Probationary Procedures**



Under the terms of the Staff Agreement, a person appointed to a vacant position serves a three calendar month probation period before being confirmed in the position, except in the following circumstance:

- For those permanent employees who have already worked satisfactorily for 3 months or more in a relief or vacant position applying for the same position in a permanent capacity the probationary period may be waived upon their successful appointment to the position, subject to agreement by all parties.

***And will apply to the following categories from the signing of the new agreement-***

1. New employees.
2. Current employees being appointed to another permanent position.
3. Current employees appointed to relieve long-term ie. 6 months or more in a position in which they have not previously worked satisfactorily.

The purpose of this period is to allow the employee to be trained in the duties of the position and for the Federation to assess the suitability of the employee in the position. It is not expected that the employee would have necessarily acquired all the skills required for the position within this three-month probationary period.

In relation to 2 and 3 above, the original position will not be filled substantively until the employee is confirmed in the new position.

***The probationary procedures will endeavour to -***

1. Determine whether the employee satisfies the criteria for the position and can perform the skills required of the position before the position is offered permanently.
2. Provide the employer an opportunity to review the employee's work performance and their suitability for the position.
3. Present the employee the same opportunity to assess the position and/or workplace and either accept or decline the position.

***During the probation period:***

***The Federation will -***

1. Provide a Position Description for the position.
2. Advise that upon the satisfactory completion of the probationary period, the new employee can elect to work 9-day fortnight hours.
3. Pay new employees 90% of the salary for the position.
4. Provide formal induction and training, subject to Federation's Training Policy, in the operation of the Federation generally and the duties of the position.
5. Formally notify and discuss with the employee any performance related issues immediately or within seven working days of the occurrence. Seek an agreed resolution with the employee and document the issue and resolution.

6. Implement agreed resolutions that are the responsibility of the Federation.
7. Provide the employee with a monthly review of her/his performance.
8. Confirm the employee in writing in the position within seven working days of successful completion of the probation period and on the written advice of the section AGS or Co-ordinator.

***The employee will –***

1. Raise any issue that may affect her/his ability to perform the duties of the position. It is advisable that such issues are raised informally, in the first instance, with the ASU Staff Representative.
2. Request, subject to Federation's Training Policy, any internal or external training that she/he may consider appropriate to perform the duties of the position.
3. Have the right of written reply to any performance related issues raised.
4. Have the ASU Staff Representative or a support person of the employee's choice present at discussions about performance related issues, at monthly reviews.
5. Implement any agreed resolutions for which she/he may be personally responsible.

***Monthly reviews –***

***The monthly review may involve the following people –***

- The employee;
- Human Resources Manager;
- The section AGS or Co-ordinator;
- The ASU Staff Representative or a support person of the employee's choice.

***The reviews will be conducted as follows –***

1. After four weeks, the employee will be notified in writing by the Human Resources Manager of her/his overall performance.
2. Any issues causing concern will be identified in this written advice and discussed at a subsequent meeting. Resolutions will be negotiated and agreed. Advice will be sought from the Section AGS or Coordinator and the employee's performance in relation to the position description will be considered.
3. After a further four weeks, there will be a further review as in step 2. above. The employee will be notified in writing by the Human Resources Manager of any issues causing concern. The employee will be advised that any issues remaining unresolved by the third monthly review may lead to termination of the appointment.
4. At the end of three months, the employee will be formally notified of her/his overall performance and the review finalised.

***4.1 In the case of new employees –***

- 4.1.1 The appointment is confirmed and the full salary for the position will be paid.
- 4.1.2 If it is determined that there are areas of concern which can be addressed by additional training, the probationary period may be extended by a further three months to allow such training to be undertaken successfully.





4.1.3 If there are unresolved issues outlined in the review that have not been addressed satisfactorily, the appointment is to be terminated, with two weeks' notice or payment in lieu if the parties agree that this is more appropriate in the circumstances.

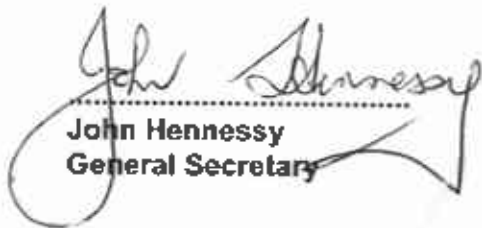
**4.2 In the case of existing employees –**

4.2.1 The appointment is confirmed to either a substantive position or to a long-term relief position.

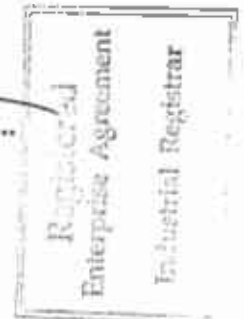
4.2.1 If it is determined that there are areas of concern which can be addressed by additional training, the probationary period may be extended by a further three months to allow such training to be undertaken successfully.

4.2.1 If there are unresolved issues outlined in the review that have not been addressed satisfactorily, the employee will resume their substantive position.

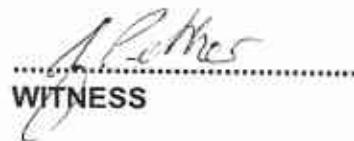
Records will be kept of each review and be available to the General Secretary and those involved in the review process.

  
.....  
**John Hennessy**  
**General Secretary**

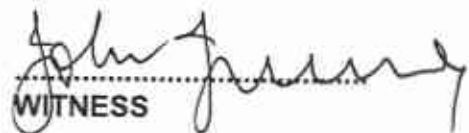
  
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**WITNESS**



  
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**Julie Robertson**  
**Australian Services Union Representative**

  
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**WITNESS**

  
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**Sheila Watson**  
**Australian Services Union Representative**

  
.....  
**WITNESS**

Dated this Twenty second day of February, 2002  
Month Year





# NSW Teachers Federation

## Grievance Procedures



### 1. PURPOSE

These guidelines and procedures aim to:

- Encourage co-operative working relationships
- Prevent the emergence of disputes and personal conflicts
- Resolve positively and quickly any disputes that may emerge

Matters to do with occupational health & safety, sex based harassment or sex, race or age discrimination, in relation to the Staff Agreements, may arise during this process. These grievance procedures are not designed to deal with these issues.

### 2. PRINCIPLES

These guidelines and procedures aim to achieve effective resolution of grievances and are based upon the following principles:

- 2.1 Seeking early resolution through negotiation and within the confines of relevant structures prior to invoking conciliation and arbitration procedures.
- 2.2 Recognition that all parties are entitled to prompt, fair, consistent and sensitive treatment.
- 2.3 Grievances are to be dealt with by person/s who are in a position to effect resolution.
- 2.4 The preservation of confidentiality and privacy to ensure the protection of all parties ie. complainant/s and respondent/s.
- 2.5 Procedures to ensure that all parties are regularly informed of progress.

### 3. DEFINITIONS

#### 3.1 Grievance

A grievance may be about:

- Interpersonal conflict at work
- Unfair allocation of training and development opportunities
- Unrealistic assignment of work
- Lack of communication on work related information

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### 3.2 Aggrieved

The person/s raising the grievance is called the aggrieved. There may be more than one aggrieved person in any situation.

### 3.3 Respondent

A person/s alleged to have acted in an unfair manner or alleged to have been the cause of the grievance is called the respondent. There may be more than one respondent in any situation.

### 3.4 Nominated Officer

The person with whom the formal statement is lodged eg Human Resources Manager, Assistant General Secretary or if the grievance is about the General Secretary to an Assistant General Secretary nominated by the General Secretary.

## 4. RIGHTS AND RESPONSIBILITIES

4.1 All parties have the right to seek assistance and representation from their relevant union.

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

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

4.4 It is important that the aggrieved and respondent have input into the resolution process.

4.5 While the grievance resolution procedure is being followed normal work is to continue as far as possible.

4.6 Wherever possible grievances should be resolved in a way that is satisfactory to all those involved.

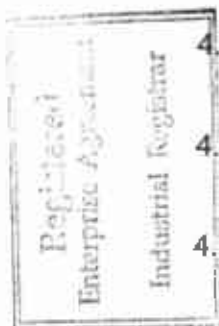
4.7 It is essential that confidentiality and integrity of the grievance resolution process be protected. All people involved in the process, either directly or indirectly are bound to keep all matters relating to the grievance confidential.

## 5. PROCEDURE

5.1 At any of the stages any party to a grievance may request information and advice from a support person. This person may be the union representative.

### 5.2 Step 1

In the first instance the aggrieved should inform the other party (respondent) about the substance of the grievance and the solution sought. Discussing the behaviour or administrative decision which the aggrieved



may find unfair or offensive with the respondent and asking them to stop or review the decision may lead to a quick and effective resolution.

It is important that both parties acknowledge a grievance exists. Refusal by one party to acknowledge a grievance does not arrest the procedures.

Both parties should attempt to resolve the grievance.

### 5.3 Step 2

If the processes in step 1 do not lead to a resolution then a formal statement should be lodged in writing with the Human Resources Manager, Assistant General Secretary or if the grievance is about the General Secretary to an Assistant General Secretary nominated by the General Secretary.

The formal statement should indicate the substance of the grievance and the outcome sought.

The nominated officer with whom the formal grievance is lodged will:

5.3.1 Provide the respondent/s with a copy of the grievance and the outcomes sought and allow them time (2-3 days) for their response that may be verbal or written.

5.3.2 When the response has been received the nominated officer will convene a conference individually or combined with the parties and seek through discussion or negotiation resolution of the grievance.

### 5.4 Step 3

If a resolution has not been reached in step 2 then the grievance should be referred to the General Secretary with a statement to the following effect:

5.4.1 that a grievance exists between the parties;

5.4.2 that the parties have followed steps 1 and 2;

5.4.3 the substance of the grievance; and

5.4.4 the solutions sought and if any, the solutions as proposed and the reasons for rejection.

5.5 The General Secretary or nominated officer will confer with both parties within 5 working days for the purpose of resolving the grievance. The General Secretary or nominated officer may use her/his discretion with the agreement of the parties in employing the services of trained counsellors/mediators.



*John Hennessy*  
.....  
**John Hennessy**  
**General Secretary**

*[Signature]*  
.....  
**WITNESS**

*Julie Robertson*  
.....  
**Julie Robertson**  
**Australian Services Union Representative**

*[Signature]*  
.....  
**WITNESS**

*Sheila Watson*  
.....  
**Sheila Watson**  
**Australian Services Union Representative**

*[Signature]*  
.....  
**WITNESS**

Dated this 22..... day of FEBRUARY....., 2002.....  
Month Year



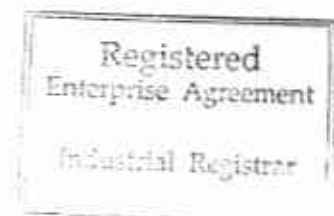
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# NSW Teachers Federation Redundancy Agreement

## AGREED MATTERS

1. This Redundancy Agreement provides for, in the first instance, voluntary redundancy with timelines and the opportunity for staff to express interest in redundancy "without prejudice" to their current positions.
2. The future staffing needs of the Federation will be considered in the light of these expressions of interest in voluntary redundancy.
3. The transfer of staff across sections will be considered where the staff member has the appropriate skills or qualifications.
4. Appropriate and reasonable training at Federation's expense will be available to facilitate such transfer.
5. Exploration of alternate job location in related organisations will occur.
6. There will be appropriate counselling at Federation's expense.
7. Federation reserves the right to nominate areas and positions for redundancy on the basis of a review of current needs and following offers of voluntary redundancy.
8. Redundancy payments will be as follows:
  - 8.1 four (4) weeks severance pay;
  - 8.2 two (2) weeks pay for each year of service;
  - 8.3 an additional benefit for staff 45 years of age and over (based on total years of service):
    - one (1) day for each year of service between 0 - 10 years, then;
    - 1½ days for each year of service between 11 - 20 years, then;
    - 2 days for each year of service beyond 21 years.



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*John Hennessy*  
.....  
**John Hennessy**  
General Secretary

*[Signature]*  
.....  
**WITNESS**

*Julie Robertson*  
.....  
**Julie Robertson**  
Australian Services Union Representative

*[Signature]*  
.....  
**WITNESS**

*[Signature]*  
.....  
**Sheila Watson**  
Australian Services Union Representative

*[Signature]*  
.....  
**WITNESS**

Dated this Twentysecond day of February ..... 2002  
(month) (year)



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# **New South Wales Teachers Federation**

***Training  
Policy  
Revised  
2000***

For copies of  
Enquiries go to  
Industrial Registrar

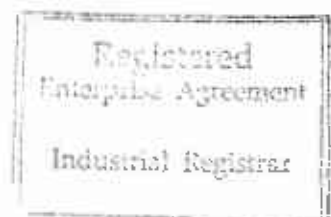
**TRAINING FOR STAFF AND OFFICERS  
OF THE NSW TEACHERS FEDERATION**



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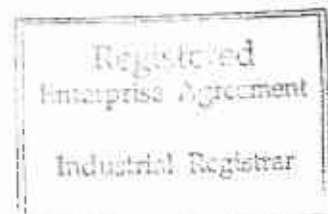
# 1. TRAINING POLICY

- 1.1 The Federation has a responsibility to increase and improve the quality of the employment-related skills of staff and officers. Employment-related skills includes a skill used, or that may be used, by a person in the course of holding any office position or appointment, performing any functions or duties, engaging in any work, or doing anything that results in or from the person being an employee of the NSW Teachers Federation.
- 1.2 As the union movement responds to changes in society, and technological change and associated work re-organisation is implemented, the Federation will require continuous training to ensure it has a highly skilled workforce. The training activities we undertake are a crucial element of the union's ability to manage change.
- 1.3 The Federation's Training Program has been developed within the context of award restructuring, multi-skilling and affirmative action to:
- 1.3.1 identify the priority training needs of the Federation, and of staff and officers;
  - 1.3.2 identify required skills, knowledge and competencies;
  - 1.3.3 investigate ways to improve career opportunities for staff and officers;



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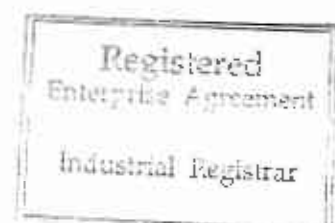
- 
- 1.3.4 support the right of officers and staff to self-nominate for training;
  - 1.3.5 formulate expected outcomes of the program i.e. the objectives or skills to be obtained by training;
  - 1.3.6 clearly identify the means and time-frame for achieving the objectives of the training program;
  - 1.3.7 regularly evaluate and report on the effectiveness of the training program.
- 1.4 The Training Committee will maintain accessible records of training and expenditure. A system will be utilised to indicate how the training funds have been allocated, and documentation will also be kept showing what training has been undertaken and by whom, what skills have been taught, and who the training providers are.



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## 2. NATURE OF COURSES TO BE SUPPORTED

- 2.1 Training requests will be considered for:
- 2.1.1 Training relevant to a current position(s) or job description.
  - 2.1.2 Training relevant to new aspects of work to be undertaken or to new job descriptions.
  - 2.1.3 Training, which as a result of redundancy or restructuring, could relate to an employee's future career or employment opportunities.
- 2.2 The training could be:
- 2.2.1 In-house, e.g. staff induction programs, officer in-service, information seminars, or small group/individual training, etc.
  - 2.2.2 External, e.g. TAFE courses, business colleges or other training providers, Labor Council seminars or training courses, University or College courses.
- 2.3 Courses should be, wherever possible, provided by agencies such as the Labor Council, TAFE, WEA, TUTA Inc., universities and other public course providers. Where the Committee can identify a public provider of a course, officers and staff may be directed to that provider.
- 2.4 Where in-house courses are developed, these should be designed as additional and specialised training for officers and staff. Possible accreditation of in-house courses should be investigated.
- 2.5 In general terms retrospective funding will not be approved. However, there may be some unusual circumstances where retrospective funding could be considered.



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### 3. TRAINING COMMITTEE STRUCTURE and RESPONSIBILITIES



3.1 The Training Committee will comprise:

- 1 Staff elected representative (or alternate)
- 1 Officer elected representative (or alternate)
- 1 Systems Support – Training Coordinator
- 1 Trade Union Training Officer
- 1 Human Resources Manager
- 1 Assistant General Secretary (Communications and Administration)

*[The Staff and Officer Representatives elected annually.]*

The Training Committee recognises the particular roles and responsibilities of the Trade Union Training Officer and the Systems Support Training Coordinator and how these relate to the work of the Committee.

3.2 The Training Committee will:

- 3.2.1 Ensure that all Officers and Staff undergo induction training as soon as possible after they commence full-time employment with the Teachers Federation.
- 3.2.2 Continue to develop and be a key source of training initiatives in relation to training policy and implementation for the Union.
- 3.2.3 Determine the training needs for the Federation and for staff and Officers and encourage people to undertake training and retraining.
- 3.2.4 Ensure that officers and staff are aware of the range of training available to them.
- 3.2.5 Oversee the implementation of the training program, its expenditure, and the keeping of records.

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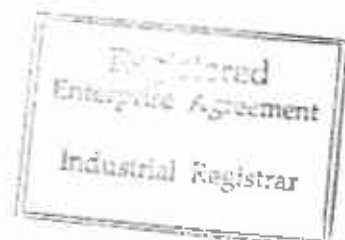
3.2.5 Process applications for training from staff and officers within the budget allocated for training, including consideration of;

- Fees
- Study Leave
- Relief
- Other costs - derived from participation in the course, such as:
  - Books/Materials - reference books/materials as required by course to be retained in Federation's library at end of course.
  - Meals - for meals normally consumed at home with consideration given to Federation's staff and officer working conditions
  - Childcare - additional to regular arrangements
  - Compulsory Student Union Fees
  - Car Parking - associated with attending the course
  - Travel - associated with attending the course
  - Accommodation - required to attend the course

Receipts and rationales must be provided.

The Committee has the right to recommend, reject or amend applications for funding other costs.

- 3.2.6 Prepare advice to the Federation on our training needs in the context of budget planning.
- 3.2.7 Regularly report on the work of the committee, including the allocation of training funds, training being undertaken, and issues discussed by the Committee.
- 3.2.8 Encourage inhouse training. The arrangements for technology training will be the responsibility of the Systems Support - Training Coordinator. The arrangements for Trade Union Training based courses will be the responsibility of the Trade Union Training Officer.
- 3.2.9 Hold regular meetings with a schedule made known to staff and officers to help facilitate the flow of requests.



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- 3.2.10 Maintain a log of approvals and consequent funding estimates as well as regular minutes of all meetings and record of all decisions.
- 3.3 Recommendations on training and policy issues will be made to the General Secretary.
- 3.4 Outcomes will be notified to applicants by the General Secretary in the fortnight following the scheduled meeting.
- 3.5 Where an officer or staff member disagrees with the Committee's recommendation they may appeal to the General Secretary for a review.
- 3.6 The provisions of the Staff Agreements and the agreed Officers' Working Conditions will be abided by when making recommendations about training.



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## 4. INDUCTION TRAINING

The Training Committee has a responsibility to ensure that all new staff and officers attend induction training.

Following are sessions proposed as part of this training:

<b>Introduction – Federation Overview</b>	General Secretary
<b>Personnel Procedures and Staff Arrangements</b>	Human Resources Manager
<b>ASU Staff Agreement</b>	Staff Representative
<b>Staff and Officer Technology Training</b>	Systems Support and Training Coordinator
<b>Work of Federation Officers and Decision-Making</b>	Assistant General Secretary (Communication and Administration)
<b>Federation's Members</b>	Membership Officer/Organiser



# NSW Teachers Federation



## Acceptable Use Policy

for

## Information Technology Systems

August 2000





Access to Information Technology Systems provided by the Federation is limited to authorised users only, who in the scope of this Policy will be referred to as "Users".

## 1. Federation Information Technology Systems

These systems include, but are not limited to:

- (a) Computers;
- (b) Network;
- (c) Fax machines;
- (d) Photocopiers;
- (e) Telephones;
- (f) Internet;
- (g) E-mail;
- (h) Cellular Phones.



Use of these systems by Users is intended solely for purposes relating to the User's work with the Federation. Users using Federation communications devices for personal reasons must ensure that such use is infrequent and brief.

## 2. Monitoring

The Federation reserves the right to review any material on user-accounts or server space in order to determine the appropriateness of specific uses of the systems. In reviewing and monitoring user accounts and fileserver space, the Federation shall respect the privacy of user accounts.

## 3. Software

Attempts to copy licensed, patented, or copyrighted software provided for your use, is prohibited. The Federation holds a license to use some software, and copying such material is liable to prosecution. Users must refrain from altering the setup of, or installing any software on, the Federation systems unless authorised to do so by Systems Support.

## 4. Vandalism

Vandalism is defined as *any malicious attempt to harm, modify, and destroy other users' data, the Federation network, or other networks that are connected to the Internet backbone.*

Activities of this nature are strictly prohibited. This includes, but is not limited to:

- (a) The deliberate propagation of computer worms, and/or viruses;
- (b) Attempting to damage any networks, software, or any equipment or system forming part of a network;
- (c) Interfering with the data of other users on the network.

## 5. Harassment

Harassment is defined as *the persistent annoyance of another User, or interference with another User's work.* Harassment includes, but is not limited to:

- (a) The sending of unwanted mail;
- (b) Posting anonymous messages;
- (c) Hiding or altering facilities or files.

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### Improper Use of Telecommunications Services:

*A person shall not knowingly or recklessly:*

- (a) Use a telecommunication service supplied by a carrier to menace or harass another person;*
- (b) Use a telecommunication service supplied by a carrier in such way as would be regarded by reasonable persons as being, in all circumstances, offensive.*

(Abstract from Section 85ZE of the Commonwealth Crimes Act)

## 6. Privacy

Users must respect the Federation's rights relating to privacy, the confidentiality of other Users, and comply with the laws relating to privacy. Thus, Users are prohibited from:

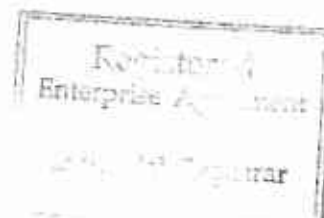
- (a) Providing personal information about another User;
- (b) Attempting to guess passwords, gaining unauthorised access to another User's account, or misrepresenting another User;
- (c) Saving password information within any software;
- (d) Sending personal information such as your home address or telephone number through the Internet;
- (e) Disclosing your own or another Users' password;
- (f) Divulging e-mail addresses of other Users, either stand-alone or as part of an e-mail list. User's e-mail addresses shall be considered as confidential information and must not be disclosed to anyone without authority from the User.

Note that electronic mail is not guaranteed to be private, and the Federation has access to all mail. Messages relating to, or in support of, illegal activities may be reported to the authorities. Also understand that if you share your password and someone else uses your account, even without your permission, you will be held responsible for their actions.

## 7. Network Etiquette

Users are expected to abide by the generally accepted rules of network etiquette. These include, but are not limited to, the following:

- (a) Users should clearly and correctly identify themselves in all communications;
- (b) Be polite. Do not swear, use vulgarities or any other inappropriate language. Do not engage in activities which are unethical or prohibited under government law;
- (c) Do not use the network in such a way that you interfere with the use of the network by other Users;
- (d) Always assume that all communications and information accessible from the network are private property;
- (e) The 'Subject' line of all e-mails should indicate the content of the message;
- (f) E-mail messages should only be sent to those to which the contents of the e-mail directly relate or affect. E-mail is not to be used as a public forum for debate;
- (g) After reading e-mail messages, they should be deleted. If an e-mail message is required for future reference, it should be moved from the Inbox into another folder with the User's mailbox;
- (h) Proof read and edit e-mail to eliminate mistakes, before sending it.



## 8. Etiquette for Listservers and Discussion Groups

- (a) When signing up for a group, save your subscription confirmation letter so you will know how to unsubscribe;
- (b) When going away for more than a week, unsubscribe or suspend mail from mailing lists or Listserve services.

## 9. Encountering Controversial Material

The Federation cannot control the information available on the Internet. It is the responsibility of the individual User to vet the quality and content of information available.

On occasions, Users may encounter material which is controversial and which other Users, co-workers, or administrators may consider inappropriate or offensive. On a global network it is impossible to effectively control the content of data and a particularly curious User may discover controversial material. It is the User's responsibility not to initiate access to such material.

## 10. Unacceptable Uses of the Information Network and the Internet

- (a) Using the network for purposes relating to 'chain letters', or broadcasting to lists of individuals in such a manner that might cause congestion of the network;
- (b) Downloading, storing, creating, sending, or printing files or messages that are deemed to be profane, obscene, or that use language that offends or tends to degrade or vilify others;
- (c) Accessing offensive, dangerous, or potentially destructive information;
- (d) Engaging in commercial activities is prohibited. Using the network for political lobbying is prohibited unless specifically authorised. The facilities must not be used to defraud or to create false or misleading information, or to intentionally damage the reputation of the Federation;
- (e) Transmitting material in violation of any government regulation is prohibited. This includes, but is not limited to, material under copyright, threatening or obscene material, or material protected by trade secret.

Violation of the policies and regulations outlined above may result in suspension or loss of privilege to uses these resources. Illegal activity involving the Federation's network or Internet resources will be subject to prosecution by the appropriate authorities and further disciplinary measures may be taken.

All terms and conditions as stated in this document are applicable to all Users of the network. This policy is intended to be illustrative of the range of acceptable and unacceptable uses of Federation Information Technology Systems and is not necessarily exhaustive.

I understand and will abide by the NSWTF Information Technology Systems Acceptable Use Policy. I further understand that any violation of this Acceptable Use Policy is unethical and may constitute a criminal offence. Should I commit any violation, my access privileges may be revoked, disciplinary action and/or appropriate legal action may be taken.