

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/87

**TITLE: Crown Employees (Teachers in TAFE Children's Centres)
Salaries and Conditions Enterprise Agreement 2005**

I.R.C. NO: IRC6/174

DATE APPROVED/COMMENCEMENT: 7 February 2006 / 22 August 2005

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**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 3 March 2006

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all childhood teachers and early childhood directors, employed by Crown in the right of the State of New South Wales, located at 35 Bridge Street, Sydney NSW 2000, who fall within the coverage of the New South Wales TAFE Commission Teachers (TAFE Children's Centres) Salaries and Conditions Award.

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

CROWN EMPLOYEES (TEACHERS IN TAFE CHILDREN'S CENTRES) SALARIES AND CONDITIONS ENTERPRISE AGREEMENT 2005

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

Application by the Crown in the right of the State of New South Wales

(No. IRC 174 of 2006)

PART A

1. Arrangement

PART A

Clause No. Subject Matter

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PART B

MONETARY RATES

Table 1 - Early Childhood Teachers - Salaries

Table 2 - Early Childhood Directors - Allowances

Table 3 - Teachers in Charge - Allowances

2. Dictionary

- 2.1 "Casual Teacher" means a teacher engaged as required by the employer, who is not a full-time or part-time teacher.
- 2.2 "Director-General" means the Director-General of Education and Training and Managing Director of the TAFE Commission.

- 2.3 "Early Childhood Director" means a person appointed as such by the employer and who is an early childhood teacher, as defined, who is responsible to the employer for the direct supervision of other employees and/or the management of a centre and centres.
- 2.4 "Early Childhood Teacher" means a person in a centre who is classified by the Director-General as either a four year trained teacher or a three year trained teacher, provided that all teachers employed at the time of the making of this award shall be so classified.
- 2.4.1 "Four Year Trained Teacher" means:
- a teacher who holds a four-year early childhood education degree from a higher education institution;
 - a teacher who holds a degree from a higher education institution and who has, in addition, satisfactorily completed a one year early childhood education diploma from a higher education institution;
 - a teacher who has completed other such courses as the Director-General determines as satisfying requirements.
- 2.4.2 "Three Year Trained Teacher" means:
- a teacher who has satisfactorily completed a course of early childhood education of three years duration at a higher education institution;
 - a teacher who has completed other such courses as the Director-General determines as satisfying requirements.
- 2.5 "Employee" means all persons employed in TAFE children's centres, including early childhood directors and early childhood teachers.
- 2.6 "Employer" means the Crown in the right of the State of New South Wales (the Crown).
- 2.7 "Enterprise Agreement" means the Crown Employees (Teachers in TAFE Children's Centres) Salaries and Conditions Enterprise Agreement 2005.
- 2.8 "Full-time Teacher" means any teacher engaged as such who is not a part-time or casual teacher and who works 38 hours per week.
- 2.9 "Higher Education Institution" means a university or other tertiary institution recognised by the Director-General which offers degrees, diplomas or teacher education courses.
- 2.10 "Part-time Teacher" means a teacher who is engaged to work regularly and not more than 0.8 of the ordinary hours which a full-time teacher at the centre is required to work, provided that a part-time teacher may work up to 0.9 of the ordinary hours of a full-time teacher if the teacher is entitled to a preparation session equivalent to 0.1 of a teacher's ordinary hours.
- 2.11 "Permanent Part-time Work" means employment which is undertaken for less than the full ordinary working hours per week for the classification on a continuing basis for set and regular hours. The rate of pay, all conditions and leave entitlements of a permanent part-time staff member are on a pro rata basis.
- 2.12 "Shift" means a daily period of work in a TAFE children's centre and shall be one of the following:
- 2.12.1 "Afternoon shift" means any shift finishing after 7.00 p.m. and at or before midnight.
 - 2.12.2 "Night shift" means any shift finishing after midnight and at or before 8.00 a.m. or any shift commencing at or after midnight and before 5.00 a.m.

- 2.12.3 "Early morning shift" means any shift commencing at or after 5.00 a.m. and before 6.00 a.m.
- 2.12.4 "Night shift, non-rotating" means any shift system in which night shifts are worked which do not rotate or alternate with another shift so as to give the teacher at least one third of their working time off night shift in each roster system.
- 2.13 "TAFE/ TAFE NSW" – means the TAFE Commission
- 2.14 "TAFE Children's Centre" means a long day care centre established on TAFE premises with the primary purpose of providing child care and/or educational development programs and/or centres for children under school age, over a period of eight hours or more a day and for not less than 48 weeks per annum.
- 2.15 "Teacher in Charge" means a teacher appointed as such by the employer in TAFE children's centres where the director is employed on a part-time basis and who is responsible to the director for the management of the centre when the director is not in attendance.
- 2.16 "Temporary Teacher" means a teacher employed to work full-time or part-time for a specified period which is not more than a full centre year but not less than five days. Provided that a teacher may be employed for a specific period in excess of a full year but not more than two full years where such a teacher is replacing a teacher who is on leave for a specified period in excess of a full year.
- 2.17 "Union" means the New South Wales Teachers Federation.

3. Salaries and Allowances

- 3.1 The minimum annual rate of salary payable to early childhood teachers and early childhood directors in TAFE children's centres shall be as set out in Table 1 - Early Childhood Teachers - Salaries, of Part B, Monetary Rates. A teacher shall progress after each 12 months of service along the steps of the salary scale, subject to the teacher demonstrating continuing satisfactory performance and professional growth.
- 3.2 Part-time and Temporary Teachers -
- 3.2.1 A part-time teacher, including a temporary part-time teacher, shall be paid at the same rate as a full-time teacher with the corresponding classification, but in that proportion which the teacher's ordinary attendance hours at the centre bear to the hours which a full-time teacher at a centre is normally required to attend.
- 3.2.2 The days of attendance of a part-time teacher may be varied at the commencement of each semester or by mutual agreement between the employer and the teacher, with four weeks notice. The ordinary hours for the purpose of this subclause shall not be varied without agreement.
- 3.2.3 A temporary full-time teacher shall be paid at the same rate as that prescribed for a full-time teacher with the corresponding classification.
- 3.3 Calculation of Service -
- 3.3.1 For the purpose of this clause, any teacher, if required by the employer to do so, shall, upon engagement, establish to the satisfaction of the employer the length of their service as a teacher in any centre or in early childhood education services for children up to eight years of age, or as a teacher in the infants department of a recognised school or within the infants department of schools registered or certified under the appropriate legislation in other States or Territories of the Commonwealth of Australia, and that period so established shall be taken to be the length of such service for the purpose of that employment.
- 3.3.2 For the purpose of this clause, a period of service other than service within paragraph 3.3.1 shall be counted as service in accordance with the following principles:

3.3.2.1 A period of service as a lecturer in early childhood education or child development, as a child development officer, or as a family day care coordinator or equivalent, shall be recognised as service.

3.3.2.2 A period of service as a carer in the child care industry, including service as a family day care carer, a child care certificate worker or equivalent, and a period of time during which the teacher is wholly engaged in child rearing, shall be recognised as service at the rate of one increment for each complete three years so engaged. Provided that, during the time of child rearing, the teacher was a qualified early childhood teacher.

3.3.3 For the purpose of calculating service:

3.3.3.1 Any full-time employment (including temporary full-time employment) as referred to in paragraphs 3.3.1 and 3.3.2, shall be counted as service.

3.3.3.2 The amount of part-time service (including temporary part-time service) shall be calculated by reference to proportion that the part-time employment bears to full-time employment in that occupation.

3.3.3.3 Casual teachers shall be entitled to normal incremental progression for each 1,600 hours of service or its equivalent in early childhood education services.

3.3.3.4 For the purpose of calculating service in this subclause, periods of part-time, temporary or casual service shall be aggregated to determine years of full-time service.

3.4 Directors' Allowances -

3.4.1 Early childhood directors shall be paid an amount as set out in Table 2 - Early Childhood Directors - Allowances, of Part B, Monetary Rates, by way of a fixed loading.

3.4.2 For the purposes of determining the number of employees directly supervised by a director, each employee who works for 19 hours or more per week in the centre shall be counted as one employee, and the hours worked by each employee whose hours of work are less than 19 hours per week, as at 1 February and 1 July in each year, shall be aggregated and divided by 38 to determine the full-time equivalent.

3.4.3 A teacher required by the employer to act as an early childhood director for a period of at least five consecutive days shall be paid the appropriate allowances prescribed in the said Table 2 for such period. Provided that a teacher shall not be required to carry out such duties in an acting capacity for more than a full year, except that a teacher may be required to carry out such duties for up to two full years where such a teacher is replacing a director who is on leave for a specified period in excess of a full year.

3.5 Teacher in charge allowances -

A teacher appointed as a teacher in charge shall be paid in addition to the amounts payable pursuant to subclause 3.1, an allowance in accordance with Table 3 - Teachers in Charge - Allowance, of part B - Monetary rates.

3.6 Casual Teachers -

3.6.1 A casual teacher shall be paid a 20 per cent loading in addition to the appropriate rate for their classification, up to a maximum of the fourth step of the appropriate scale. This rate shall be calculated by dividing the annual rate by 26.07 to obtain a fortnightly rate and the result by ten to obtain a daily rate and then by 7.6 to obtain an hourly rate.

3.6.2 A casual teacher is entitled to an additional payment of one twelfth of their salary in accordance with the *Annual Holidays Act 1944*.

3.6.3 Provided that the minimum start for any casual teacher shall be three continuous hours for any day or shift and that time worked thereafter shall be rounded to the nearest half hour.

3.6.4 Provided that casual teachers who are engaged for more than six hours and up to 7.6 hours shall be paid the full daily rate.

3.7 Reclassification

3.7.1 Where a three year trained teacher completes a course of training as set out in the definition of "Four Year Trained Teacher" in Clause 2, Dictionary, the teacher shall be transferred to the salary step on the higher salary scale determined by the teacher's years of service on the scale.

3.7.2 When a teacher is transferred to a higher salary scale in accordance with paragraph 3.6.1, the date of the transfer shall be the date of completion of formal course requirements, provided that the teacher advises the employer of the date of such completion within one month of that date. Otherwise the date transfer shall be one month prior to the date on which such advice was furnished by the teacher to the employer.

4. Hours of Work

4.1 The ordinary working hours, inclusive of crib breaks taken at the Centre, shall not exceed an average of 38 per week between the hours of 6.00am to 7.00pm Monday to Friday to be worked by one of the following methods:

4.1.1 A teacher working in shifts of no more than eight hours duration.

4.1.1.1 A teacher shall accrue 0.4 of one hour for eight hours duty on each day of attendance to a maximum of one (1) paid rostered day off (RDO) in each 20 days of service. RDOs are to be taken during TAFE breaks where possible. There shall be a maximum of 12 RDOs in any 12 consecutive months of employment.

4.1.1.2 Each day of paid leave taken pursuant to this Enterprise Agreement including each public holiday and the annual holiday (but not including long service leave) shall be regarded as a day worked for accrual purposes.

4.1.1.3 A teacher shall be entitled to be paid on termination of employment for rostered days off which have been accumulated but not taken at the rate of pay effective on the date of termination.

4.1.1.4 A teacher shall not be entitled to sick leave in respect of illness whilst on a rostered day off. In the event of a rostered day off falling on a public holiday, the teacher and employer shall agree on an alternative day off as a substitute.

4.1.2 A teacher working in shifts of more than eight ordinary hours on one or more days during the work cycle.

4.1.2.1 A teacher may work three 10 hour shifts and one eight hour shift per week; or

4.1.2.2 four 9.5 hour shifts per week; or

4.1.2.3 any other shift arrangement whereby a teacher works no more than 10 hours per day or 38 hours per week.

If the teacher works a shift longer than eight hours the teacher shall receive an additional paid crib break of 10 minutes which shall be taken at a time convenient to the employer.

4.1.3 Method of Implementation

Subject to paragraphs 4.1.1 and 4.1.2, the method of implementation of the 38-hour week shall be one of the following, as agreed between the teacher and the institute manager in charge of the centre:

4.1.3.1 19-day month - the teacher may accrue one workday in each 20 days of service as a rostered day off (to be taken during TAFE breaks where possible).

4.1.3.2 Accumulation - the teacher may accrue sufficient rostered days off to enable such days to be taken as a block of no more than 12 days at any one time in any 12 months of consecutive employment.

4.1.3.3 The teacher may work more than eight hours on one or more days of the work cycle.

The institute manager in charge of the centre shall make the final determination of the method of implementing the 38 hour week.

4.1.4 Part-time, Casual and Temporary Teachers:

4.1.4.1 Part-time teachers - A part-time teacher shall, by agreement with the institute manager in charge of the centre and according to the period of engagement of the teacher, be entitled to either:

4.1.4.1.1 accrue rostered days off in accordance with paragraph 4.1.1 if a part-time teacher's hours are spread over five days of a week; or

4.1.4.1.2 be paid an additional loading of five per cent pursuant to this clause in lieu of an entitlement to rostered days off.

4.1.4.2 Casual teachers - A casual teacher shall be entitled to be paid an additional loading of five per cent pursuant to this clause in lieu of an entitlement to rostered days off.

4.1.4.3 Temporary teachers - A full-time temporary teacher shall, by agreement with the institute manager in charge of the centre and according to the period of engagement of the teacher, be entitled to either:

4.1.4.3.1 accrue rostered days in accordance with paragraph 4.1.1; or

4.1.4.3.2 be paid an additional loading of five per cent pursuant to this clause in lieu of an entitlement to rostered days off.

4.1.5 Rostering

4.1.5.1 A teacher shall be advised by the institute manager in charge of the centre at least four weeks in advance of the day or days on which the teacher is to be rostered off duty.

4.1.5.2 An individual teacher may, with the agreement of the institute manager in charge of the centre, substitute the day the teacher is rostered off duty for another day.

5. Non Contact Time

- 5.1 Both the employer and the Teachers Federation recognise that all teachers and directors should be relieved from face to face duties in order to perform programming, record keeping, liaison with parents and outside agencies and administration duties.
 - 5.1.1 Directors Administration Time
Full time directors shall receive a minimum of 5 hours per week of non contact time to perform administrative duties.
 - 5.1.2 Full Time Teachers Non Contact Time
Teachers shall receive a minimum of 2 hours per week of non contact time.
 - 5.1.3 Provided that directors or teachers who now receive non contact time in excess of this shall not have this time reduced as a result of the making of this Enterprise Agreement.
 - 5.1.4 Non contact time for part time teacher and directors shall be in that proportion to which the teacher or directors working hours bear to the number of working hours which a full time teacher or director at the centre is normally required to work.

6. Shift Work

- 6.1 For the purposes only of calculating the loadings provided for in this clause:
 - 6.1.1 a fortnightly rate of pay shall be obtained by dividing the teacher's annual rate by 26.07;
 - 6.1.2 a daily rate of pay shall be obtained by dividing the fortnightly rate, as provided for in paragraph 6.1.1, by ten;
 - 6.1.3 the rate of pay for a casual teacher shall be calculated in accordance with subclause 3.6.
- 6.2 In addition to the weekly or daily rate of salary provided for in clause 3, a loading shall be payable to a teacher required to perform shift work as follows:
 - 6.2.1 early morning shift - 10 per cent;
 - 6.2.2 afternoon shift - 15 per cent;
 - 6.2.3 night shift, rotating with day or afternoon shift - 17.5 per cent;
 - 6.2.4 night shift, non rotating - 30 per cent.
- 6.3 Where a teacher is required to work on a Saturday, Sunday or a public holiday, they will be paid for each such day or shift worked on the following basis:
 - 6.3.1 Saturday - at one and a half times the daily rate of pay.
 - 6.3.2 Sunday - at double the daily rate of pay.
 - 6.3.3 Public holidays - at two and a half times the daily rate of pay.
 - 6.3.4 The payments prescribed by this subclause shall be in substitution for, and not cumulative upon, the shift loading prescribed in subclause 6.2.

7. Public Holidays

- 7.1 The following days shall be holidays for the purposes of this Enterprise Agreement: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour

Day, Christmas Day, Boxing Day. All days proclaimed as public holidays for the state shall be holidays, provided that any day proclaimed as a holiday for the State for a special purpose but observed throughout the State on different days also shall be a holiday.

8. Leave

8.1 Annual Recreation Leave -

8.1.1 All teachers, other than casual teachers, will be entitled to a minimum of 20 days recreation leave per annum, or pro rata where employed for periods of less than the equivalent full-time.

8.1.2 All recreation leave is to be taken during TAFE non-teaching and vacation periods where possible.

8.2 Annual Leave Loading - All teachers, other than casual teachers, shall be paid a loading of 17.5 per cent of their salary for each week of the four weeks minimum annual leave as provided for in subclause 8.1, for each 12 months of service, or pro rata on the basis of the staff member's ordinary salary rate.

8.3 Sick Leave -

8.3.1 All full-time teachers shall be entitled to 15 days per annum, with the unused component of the annual entitlement being fully cumulative.

8.3.2 The sick leave entitlement for a part-time teacher employed in a centre shall be in that proportion which the teacher's working hours bears to the number of working hours which a full-time teacher at that centre is normally required to work.

8.3.3 A temporary teacher's sick leave entitlement shall be in that proportion of 15 days which their appointment bears to the proportion of the year that they work.

8.3.4 Special sick leave shall be available in line with TAFE policy.

8.4 Family and Community Service Leave -

8.4.1 The maximum amount of family and community service leave that may be granted for full-time teachers is:

8.4.1.1 during the first 12 months of service - 2.5 working days;

8.4.1.2 after completion of 12 months of service - five working days in any two-year period; or

8.4.1.3 one working day for each year of service after two years of continuous service, less any period of family and community service leave already taken.

8.4.2 The family and community service leave entitlement for a part-time teacher employed in a centre shall be in that proportion which the teacher's working hours bears to the number of working hours which a full-time teacher at that centre is normally required to work.

8.5 Personal/Carer's Leave -

8.5.1 Use of Sick Leave

8.5.1.1 A teacher, other than a casual teacher, with responsibilities in relation to a class of person as set out in subparagraph 8.5.1.3.2 who needs the teacher's care and support shall be entitled to use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in subclause 8.3, for absences to

provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.

8.5.1.2 The teacher shall, if required, establish, either 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, a teacher must not take carer's leave under this subclause where another person has taken leave to care for the same person.

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

8.5.1.3.1 the teacher being responsible for the care of the person concerned; and

8.5.1.3.2 the person concerned being:

- (a) a spouse of the teacher; or
- (b) 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
- (c) a child or an adult child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the teacher or spouse or de facto spouse of the teacher; or
- (d) a same sex partner who lives with the teacher as the de facto partner of that teacher on a bona fide domestic basis; or
- (e) a relative of the teacher who is a member of the same household where, for the purposes of this section:
 - (i) "relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;
 - (ii) "affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and
 - (iii) "household" means a family group living in the same domestic dwelling.

8.5.1.4 A teacher shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the teacher, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the teacher to give notice of absence, the teacher shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

8.5.2 Unpaid Leave for Family Purpose -

8.5.2.1 A teacher may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person as set out in subparagraph 8.5.1.3.2, who is ill.

8.5.3 Annual Leave -

- 8.5.3.1 A teacher may elect, with the consent of the employer and subject to the *Annual Holidays Act 1944*, to take annual leave not exceeding five days in single-day periods or part thereof in any calendar year at a time or times agreed by the parties.
- 8.5.3.2 Access to annual leave, as prescribed in subparagraph 8.5.3.1, shall be exclusive of any shutdown period provided for elsewhere under this Enterprise Agreement.
- 8.5.3.3 A teacher and employer may agree to defer payment of the annual leave loading in respect of single-day absences until at least five consecutive annual leave days are taken.

8.5.4 Make-up Time -

- 8.5.4.1 A teacher may elect, with the consent of the employer, to work "make-up time", under which the teacher takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours provided in the Enterprise Agreement, at the ordinary rate of pay.
- 8.5.4.2 A teacher on shift work may elect, with the consent of the employer, to work "make-up time" (under which the teacher takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

8.5.5 Rostered Days Off -

- 8.5.5.1 A teacher may elect, with the consent of the employer, to take a rostered day off at any time.
- 8.5.5.2 A teacher may elect, with the consent of the employer, to take rostered days off in part-day amounts.
- 8.5.5.3 A teacher may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and teacher, or subject to reasonable notice by the teacher or the employer.
- 8.5.5.4 This subclause is subject to the employer informing each union, which is both party to the award and which has members employed at the particular enterprise, of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

8.5.6 Bereavement Leave -

- 8.5.6.1 A teacher, other than a casual teacher, shall be entitled to up to two days bereavement leave, without deduction of pay, on each occasion of the death of a person prescribed in subparagraph 8.5.6.3.
- 8.5.6.2 The teacher must notify the employer as soon as practicable of the intention to take bereavement leave and will, if required by the employer, provide, to the satisfaction of the employer, proof of death.
- 8.5.6.3 Bereavement leave shall be available to the teacher in respect to the death of a person prescribed for the purposes of personal/carer's leave as set out in subparagraph 8.5.1.3.2; provided that, for the purpose of bereavement leave, the teacher need not have been responsible for the care of the person concerned.

8.5.6.4 A teacher shall not be entitled to bereavement leave under this clause during any period in respect of which the teacher has been granted other leave.

8.5.6.5 Bereavement leave may be taken in conjunction with other leave available under paragraphs 8.5.1, 8.5.2, 8.5.3, 8.5.4, 8.5.5 and 8.5.7. In determining such a request, the employer will give consideration to the circumstances of the teacher and the reasonable operation requirements of the business.

9. Overtime and Time Off in Lieu of Payment for Overtime

9.1 Overtime

9.1.1 Subject to 9.1.2 and 9.1.3, all hours required by the employer to be worked outside the ordinary hours of work prescribed by clause 4 Hours of Work, including where a teacher is required to stay back to supervise children who have not been picked up or to cover related emergency situations including staff absences, but excluding the normal preparation and programming duties of a teacher, shall be paid at the rate of time and one half for the first two hours and double time thereafter.

9.1.2 Notwithstanding 9.1.1, teachers may be required to attend out of hours enrolment sessions, in-service, staff meetings, parent and committee management meetings and other duties not including the supervision of children without any payment being due.

9.1.3 Teachers, other than casual teachers, shall be allowed three days paid compensatory leave per annum, in lieu of attendance at out of hours enrolment sessions, in-service, staff meetings, parent and committee management meetings and other duties not including the supervision of children. This compensatory leave shall be granted and taken on a day or days determined by the director or line manager and be mutually convenient.

9.2 Time Off in Lieu of Payment for Overtime

9.2.1 An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.

9.2.2 Overtime taken as time off during ordinary-time hours shall be taken at the ordinary time rate, that is, an hour for each hour worked.

9.2.3 If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the 12-month period or on termination.

9.2.4 Where an election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with 9.1.1 of this Enterprise Agreement.

10. Job Share

10.1 Job share is a five-day full-time position which is shared by two teachers, working a predetermined number of full days each per week.

10.2 Job share is only available to early childhood teachers, not early childhood directors.

10.3 Procedures for implementing job share:

10.3.1 Teachers interested in job share may put forward a proposal in writing to the director. This proposal should include the following:

10.3.1.1 reasons;

- 10.3.1.2 benefits to the centre;
- 10.3.1.3 strategies for the management of job share;
- 10.3.1.4 nominated days of work.

10.3.2 The director and the prospective job share teacher will then meet to discuss the following issues:

- 10.3.2.1 advantages/disadvantages of proposal;
- 10.3.2.2 strategies for communication between job share teachers;
- 10.3.2.3 strategies for communication with other staff members;
- 10.3.2.4 attendance at parent meetings and preparation of written reports;
- 10.3.2.5 attendance at staff meetings, regional meetings, in-service courses and other out of hours meetings or functions;
- 10.3.2.6 curriculum and programming issues.
- 10.3.2.7 The parties note that attendance at meetings on days that a job share teacher is normally not expected to attend is at the discretion of the teacher.

10.3.3 If there is an in principle agreement between the above parties, the written proposal will be forwarded to the relevant institute human resources manager with a recommendation from the director.

10.3.4 The human resources manager will confirm, in writing, whether the proposal is approved or not.

10.3.5 If job share is approved, the second position is advertised and both positions will become permanent part-time.

10.3.6 Following the appointment of the second job share teacher, the issues identified in paragraph 10.3.2 will be discussed at a full staff meeting.

10.3.7 In the event that the job share proposal is not approved, the staff member concerned has the right to invoke the dispute resolution procedure as set out in clause 14, Dispute Resolution Procedure.

10.4 The employer reserves the right to:

- 10.4.1 view each situation on an individual basis;
- 10.4.2 nominate, if necessary, a number of staff or an overall percentage of teachers in TAFE children's centres who are able to job share;
- 10.4.3 determine the number of job share positions in each centre.

10.5.1 Absences that occur due to approved leave, including sick leave, by one of the two job share teachers will be offered in the first instance to the other person. The teacher cannot be directed to work such absences.

10.5.2 Payment for such vacancies will be according to clause 3, Salaries and Allowances.

10.6 Resignations - In the event that the position of one job share teacher at a particular centre becomes vacant, the following procedure will occur:

- 10.6.1 the remaining part-time teacher may be offered the option of a full-time position;

10.6.2 another permanent staff member, including a part-time teacher, may transfer to the job share position;

10.6.3 if neither of the above occurs, then the part-time position will be advertised.

11. Duties of Teachers

11.1 The normal duties of teachers shall include the usual duties performed in attendance at a centre as well as the usual planning, resourcing and extracurricular activities associated with a centre, including attendance at parent and committee management meetings.

11.2 A director shall, in addition to subclause 11.1, have responsibility for the supervision of employees and the security and maintenance of a centre.

12. Crib Breaks

12.1 A teacher shall be entitled to 30 consecutive minutes crib break within the centre.

12.2 Where a meal is taken at the centre, it shall be counted as time worked. A teacher is not to be required to work for more than five hours without being given the opportunity to take a crib break.

13. First-Aid Certificate

13.1 Teachers, other than casual teachers, will be required to obtain and maintain a first-aid certificate under the following conditions:

13.1.1 Teachers in the first six months of employment will be required to have or to obtain a "Care for Kids" qualification or an approved senior first-aid certificate.

13.1.2 Teachers will be required to maintain the currency of their first-aid certification.

13.1.3 Teachers will be granted paid leave to attend a first-aid course or, when the teacher attends the course in their own time, the teacher will receive time in lieu at ordinary rates for course attendance time.

14. Dispute Resolution Procedures

14.1 The objective of these procedures is the avoidance and resolution of industrial disputation, arising under this Enterprise Agreement, by measures based on consultation, cooperation and negotiation.

14.2 Without prejudice to either party, the parties to this Enterprise Agreement shall ensure the continuation of work in accordance with this Enterprise Agreement and custom and practice in TAFE children's centres.

14.2.1 In the event of any matter arising under this Enterprise Agreement which is of concern or interest, the teacher shall discuss the matter with the appropriate supervisor.

14.2.2 If the matter is not resolved at this level, the teacher may refer the matter to the union, which will discuss the matter with the appropriate supervisor.

14.2.3 If the matter remains unresolved, it shall be referred to the General Secretary of the union or nominee and the institute director or nominee for discussion and appropriate action.

14.2.4 If the matter cannot be resolved at this level, it may be referred to the Industrial Relations Commission of New South Wales.

14.3 Nothing contained in this procedure shall prevent the General Secretary of the union or nominee and the General Manager of Industrial Relations and Employment Services/institute director or nominee from

entering into negotiations at any level, either at the request of a member or on their own initiative, in respect of matters in dispute should such action be conducive to achieving resolution of the dispute.

15. Anti-Discrimination

- 15.1 It is the intention of the parties bound by this Enterprise Agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.
- 15.2 It follows that in fulfilling their obligations under the dispute resolution procedures prescribed by this Enterprise Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Enterprise Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Enterprise Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- 15.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 15.4 Nothing in this clause is to be taken to affect:
- 15.4.1 any conduct or act which is specifically exempted from anti-discrimination legislation;
- 15.4.2 offering or providing junior rates of pay to persons under 21 years of age;
- 15.4.3 any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- 15.4.4 a party to this award from pursuing matters of unlawful discrimination in any state or federal jurisdiction.
- 15.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

NOTES -

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* provides:
- “Nothing in this Act affects ... any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion.”

16. Deduction of Union Membership Fees

- 16.1 The union shall provide the employer with a schedule setting out union fortnightly membership fees payable by members of the union in accordance with the union’s rules.
- 16.2 The union shall advise the employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of union fortnightly membership fees payable shall be provided to the employer at least one month in advance of the variation taking effect.
- 16.3 Subject to 16.1 and 16.2 above, the employer shall deduct union fortnightly membership fees from the pay of any employee who is a member of the union in accordance with the union’s rules, provided that the employee has authorised the employer to make such deductions.

- 16.4 Monies so deducted from employee's pay shall be forwarded regularly to the union, together with all necessary information to enable the union to reconcile and credit subscriptions to employee's union membership accounts.
- 16.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.
- 16.6 Where an employee has already authorised the deduction of union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the employee to make a fresh authorisation in order for such deductions to continue.

17. Area, Incidence and Duration

- 17.1 This Enterprise Agreement between the Crown and the NSW Teachers Federation shall apply to all early childhood teachers and early childhood directors as defined in clause 2, Dictionary, employed in TAFE children's centres.
- 17.2 This Enterprise Agreement shall take effect from 22 August 2005 and remain in force until 21 August 2008.

SIGNED for the)
CROWN IN THE RIGHT OF)
THE STATE OF NEW SOUTH WALES)
By Martin Bowles
R/Managing Director
TAFE Commission)

In the presence of)
(Witness)

SIGNED for the)
NSW TEACHERS FEDERATION)
By Barry Johnson, General Secretary)

In the presence of)
(Witness)

PART B

MONETARY RATES

Table 1 - Early Childhood Teachers - Salaries

The following minimum annual salaries shall apply with effect from the beginning of the first pay period commencing on or after the date specified in each column

Three Year Trained Teachers	1 July 2004 \$	22 August 2005 5% \$	22 August 2006 4.5% \$	22 August 2007 4% \$
Step 1	39,725	41,711	43,588	45,332
Step 2	41,749	43,836	45,809	47,641
Step 3	43,931	46,128	48,204	50,132
Step 4	45,946	48,243	50,414	52,431
Step 5	48,038	50,440	52,710	54,818
Step 6	50,363	52,881	55,261	57,471
Step 7	51,630	54,212	56,652	58,918
Step 8	52,884	55,528	58,027	60,348
Step 9	54,991	57,741	60,339	62,753
Step 10	57,188	60,047	62,749	65,259
Step 11	58,729	61,665	64,440	67,018
Four Year Trained Teachers	1 July 2004 \$	22 August 2005 5% \$	22 August 2006 4.5% \$	22 August 2007 4% \$
Step 1	42,242	44,354	46,350	48,204
Step 2	44,860	47,103	49,223	51,192
Step 3	47,381	49,750	51,989	54,069
Step 4	50,177	52,686	55,057	57,259
Step 5	52,780	55,419	57,913	60,230
Step 6	54,991	57,741	60,339	62,753
Step 7	57,188	60,047	62,749	65,259
Step 8	59,666	62,649	65,468	68,087
Step 9	62,051	65,154	68,086	70,809

Table 2 - Early Childhood Directors - Allowances

The following minimum rates shall apply with effect from the beginning of the first full pay period commencing on or after the date specified in each column.

Units	1 July 2004 10% Per annum \$	22 August 2005 10% Per annum \$	22 August 2006 10% Per annum \$	22 August 2007 10% Per annum \$
1 to 6 employees	6,254	6,879	7,567	8,324
7 to 12 employees	7,566	8,323	9,155	10,071
13 to 16 employees	9,212	10,133	11,146	12,261
17 or more employees	10,002	11,002	12,102	13,312

Table 3 - Teacher in Charge - Allowances

The following minimum rates shall apply with effect from the beginning of the first full pay period commencing on or after the date specified in each column.

	1 July 2004	22 August 2005	22 August 2006	22 August 2007
Units	Per annum \$	10% Per annum \$	10% Per annum \$	10% Per annum \$
1 to 6 employees	3,128	3,441	3,785	4,164
7 to 12 employees	3,783	4,161	4,577	5,035
13 to 16 employees	4,605	5,066	5,573	6,130
17 or more Employees	5,002	5,502	6,052	6,657