

BALLOT COPY- TAFE COMMISSION OF NSW TEACHERS IN TAFE CHILDREN'S CENTRES ENTERPRISE AGREEMENT 2016

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1. Coverage

- 1.1 This Agreement covers the Technical and Further Education Commission and the Employees employed in the classifications of Early Childhood Teacher and Early Childhood Director as defined under this Agreement.

2. Date and Period of Operation

- 2.1 This Agreement shall come into operation on the seventh day after approval by the Fair Work Commission and its nominal expiry date will be 13 June 2018.
- 2.2 This Agreement operates to the exclusion of any Modern Award, Enterprise Agreement, Transitional Instrument or unregistered agreement that could otherwise apply.
- 2.3 No term of this Agreement will operate to exclude the NES or any provision of the NES.
- 2.4 This Agreement must be read in conjunction with TAFE policies, procedures and guidelines, including those referred to in this Agreement. These policies, procedures and guidelines do not form part of this Agreement. In the event of any inconsistency, the Agreement will prevail.

3. Dictionary

- 3.1 "**Agreement**" means the TAFE Commission of NSW Teachers in TAFE Children's Centres Enterprise Agreement 2016.
- 3.2 "**Casual Teacher**" in a Children's Centre means a teacher engaged as required by the Employer, who is not a Full-time or Part-time Teacher.
- 3.3 "**College/Campus/Institute**" means a TAFE establishment or other centre where instruction is provided by TAFE and includes any place designated as part of, or as an annexe to, such College/Campus/Institute.
- 3.4 "**De Facto Partner**" has the same meaning as the definition provided in Part 1-2, Division 2, the Dictionary of the *Fair Work Act 2009*.
- 3.5 "**Degree**" means a course of study in a Tertiary Institution leading to a degree at levels 6 and 7 as defined in the Australian Qualifications Framework as at July 2011.
- 3.6 "**Diploma**" means a course of study in a Tertiary Institution leading to a diploma at levels 5 and 6 as defined in the Australian Qualifications Framework as at July 2011.
- 3.7 "**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 TAFE Children's Centre.
- 3.8 "**Early Childhood Teacher**" means an Employee in a TAFE Children's Centre who is classified by the Managing Director 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 agreement shall be so classified.

3.8.1 "**Four Year Trained Teacher**" means:

a teacher who holds a four-year early childhood education degree from a Tertiary Institution;

a teacher who holds a degree from a tertiary institution and who has, in addition, satisfactorily completed a one year early childhood education diploma from a Tertiary Institution;

a teacher who has completed other such courses as the Managing Director determines as satisfying requirements.

3.8.2 "**Three Year Trained Teacher**" means:

a teacher who has satisfactorily completed a course of early childhood education of three years duration at a Tertiary Institution;

a teacher who has completed other such courses as the Managing Director determines as satisfying requirements.

- 3.9 "**Employee**" means all persons employed in TAFE Children's Centres, including Early Childhood Directors and Early Childhood Teachers.
- 3.10 "**Employer**" means the Technical and Further Education Commission.
- 3.11 "**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.
- 3.12 "**Graduate**" means a person who has obtained a degree from a Tertiary Institution or possesses qualifications determined by the Employer to be equivalent to such a degree.
- 3.13 "**Graduate Diploma**" means a course of study in a Tertiary Institution leading to a Graduate Diploma as defined in the Australian Qualifications Framework as at July 2011.
- 3.14 "**Household**" is defined as one or more persons usually resident in the same private dwelling.
- 3.15 "**Human Resources Manager**" means a person employed as such.
- 3.16 "**Institute**" means any grouping of TAFE Campuses or places where TAFE provides education, training, administrative and other services from time to time as specified by the Managing Director.
- 3.17 "**Managing Director**" means the person appointed as such under the Technical and Further Education Commission Act, 1990 or a person authorised by the Managing Director.
- 3.18 "**NES**" means the National Employment Standards outlined at Chapter 2, Part 2-2, Division 2, Section 61(1), 61(2) and 61(3) of the Fair Work Act, 2009 (Cth).
- 3.19 "**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.
- 3.20 "**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.
- 3.21 "**Service**" means continuous service, unless otherwise specified in the Agreement.
- 3.22 "**Shift**" means a daily period of work in a TAFE Children's Centre and shall be one of the following:
- 3.22.1 "**Afternoon shift**" means any shift finishing after 7.00 p.m. and at or before midnight.

- 3.22.2 "**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.
- 3.22.3 "**Early morning shift**" means any shift commencing at or after 5.00 a.m. and before 6.00 a.m.
- 3.22.4 "**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.
- 3.23 "**TAFE**", "**TAFE Commission**" or "**TAFE NSW**" means the Technical and Further Education Commission, i.e. the TAFE Commission.
- 3.24 "**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.
- 3.25 "**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.
- 3.26 "**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.
- 3.27 "**Tertiary Institution**" means a university or other tertiary education provider recognised by the Managing Director which offers degrees, diplomas or teacher education courses.
- 3.28 "**Union**" means the Australian Education Union New South Wales Teachers Federation Branch.

4. Dispute Resolution Procedures

- 4.1 The TAFE Commission and its Employees have an interest in the proper application of this Agreement and in minimising and settling disputes about matters in this Agreement in a timely manner.
- 4.2 Where a dispute arises in relation to:
- 4.2.1 a matter under this Agreement; or
 - 4.2.2 the NES;
- it will be dealt with in accordance with the procedures set out in this clause.

- 4.3 An Employer or Employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 4.4 In the first instance Employee(s) or their appointed representative(s), must notify the appropriate representative of management of the dispute in writing ('the dispute notification'). An appropriate representative of management may be the relevant line manager or if the employee believes the line manager is not appropriate the Employee may ask the Human Resources Manager to refer the matter to another officer.
- 4.5 The dispute notification must be in writing and include details of the dispute. The dispute notification should also make reference to clause(s) of the Agreement or the NES in relation to which the dispute has arisen and indicate the resolution(s) sought. A copy of the dispute notification will be sent to the Human Resources Manager. The Employee(s), Employee representative(s) if one has been appointed, and management representative(s) will meet within five working days, unless otherwise agreed, in an effort to resolve the dispute.
- 4.6 Where after the completion of subclause 4.5 the dispute remains unresolved, the matter may be referred in writing to the next level of management. A meeting must be held within five working days of the dispute being referred in a further effort to resolve the dispute, unless otherwise agreed.
- 4.7 Where a dispute is not resolved following the steps in subclauses 4.5 and 4.6, the matter may be referred by either party to the dispute to the Fair Work Commission for resolution by mediation and/or conciliation and, if necessary arbitration.
- 4.8 If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act, 2009.
- 4.9 The parties agree to be bound by and implement any decision of the Fair Work Commission subject to either party exercising a right of appeal against the decision of the Fair Work Commission to the Full Bench.
- 4.10 Until the dispute resolution procedures referred to at subclauses 4.1 to 4.9 have been exhausted:
- 4.10.1 work shall continue in the normal manner;
 - 4.10.2 no industrial action shall be taken by a party to the dispute in respect of the matter that is the subject of the dispute;
 - 4.10.3 the parties to the dispute shall not take any other action likely to exacerbate the dispute.

5. Deduction of Union Membership Fees

- 5.1 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.

- 5.2 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.
- 5.3 Subject to 5.1 and 5.2 above, the Employer shall deduct 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.
- 5.4 Monies so deducted from Employees' pay shall be forwarded regularly to the Union together with all necessary information to enable the Union to reconcile and credit subscriptions to Employees' Union membership accounts.
- 5.5 Unless other arrangements are agreed to by the Employer and the Union, all Union membership fees shall be deducted on a fortnightly basis.
- 5.6 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.

6. No Further Claims

- 6.1 Prior to 13 June 2018 there shall be no further claims with respect to this Agreement for changes to salaries, rates of pay, allowances, or conditions of employment in relation to matters expressly contained in this agreement.
- 6.2 The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Agreement provisions.
- 6.3 The parties recognise that the 2.5% salary increase payable from the first pay period commencing on or after 14 June 2016 and 2017, represent the total increase available under the NSW Public Sector Wages Policy for the period of the agreement.

7. Flexibility

- 7.1 The Employer and an Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- 7.1.1 the agreement deals with 1 or more of the following matters:
- (a) arrangements about when work is performed – such arrangements may be made to vary the operation of Clause 10, Hours of Work;
 - (b) Salary Packaging – an employee may elect a salary packaging arrangement in accordance with Clause 9.8 of this agreement; and
- 7.1.2 the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in 7.1.1; and

7.1.3 the arrangement is genuinely agreed to by the Employer and Employee.

7.2 The Employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

7.3 The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Employer and Employee; and
- (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

7.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

7.5 The Employer or Employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the Employer and Employee agree in writing — at any time.

8. Consultation

8.1 Consultation term.

This term applies if:

- (a) the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise that is likely to have a significant effect on employees; or
- (b) the Employer proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

- 8.2 Major change.
- (a) For a major change referred to in clause 8.1(a) sub-clauses 8.3 to 8.8 apply
 - (b) For a change referred to in clause 8.1(b):
 - (i) the Employer must notify the relevant Employees of the proposed change; and
 - (ii) sub-clauses 8.9 to 8.14 apply.
- 8.3 The relevant Employees may appoint a representative, to accompany and / or represent them for the purposes of the procedures in this term.
- 8.4 As soon as practicable after making its decision, the Employer must within a reasonable time frame:
- (a) discuss with the relevant Employees and / or their representatives, including the union:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - (b) for the purposes of the discussion – provide, in writing, to the relevant Employees and / or their representatives, including the Union:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.
- 8.5 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 8.6 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees and their representatives.
- 8.7 If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in sub-clauses 8.2, 8.3 and 8.5 are taken not to apply.
- 8.8 In this term, a major change is likely to have a significant effect on Employees if it results in:

- (a) the termination of the employment of Employees; or
- (b) major change to the composition, operation or size of the Employer's Workforce or to the skills required of Employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain Employees; or
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

8.9 Change to the regular roster or ordinary hours of work of Employees. The relevant Employees may appoint a representative for the purposes of the procedures in this term.

8.10 If:

- (a) a relevant Employee appoints , or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.

8.11 As soon as practicable after proposing to introduce the change, the Employer must:

- (a) discuss with the relevant Employees the introduction of the change; and
- (b) for the purposes of the discussion – provide to the relevant Employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Employer reasonably believes will be the Effects of the change on the Employees; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
- (c) invite the relevant Employees to give their views about the impact of the Change (including any impact in relation to their family or caring Responsibilities).

8.12 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

8.13 The Employer must give prompt and genuine consideration to matters raised about The change by the relevant Employees.

8.14 In this term, relevant Employees means the Employees who may be affected by the major change.

9. Salaries and Allowances

9.1 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 Schedule 1 - Early Childhood Teachers - Salaries. 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.

9.2 Part-time and Temporary Teachers -

9.2.1 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.

9.2.2 The days of attendance of a Part-time Teacher may be varied at the commencement of each semester or at any time by mutual agreement between the Employer and the teacher, where mutual agreement has not been obtained a notice period of seven (7) days will be provided prior to change taking effect. The ordinary hours for the purpose of this subclause shall not be varied without agreement.

9.2.3 A temporary Full-time Teacher shall be paid at the same rate as that prescribed for a Full-time Teacher with the corresponding classification.

9.3 Calculation of Service -

9.3.1 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.

9.3.2 For the purpose of this clause, a period of service other than service within paragraph 9.3.1 shall be counted as service in accordance with the following principles:

- (i) 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.
- (ii) 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.

9.3.3 For the purpose of calculating service:

- (i) Any full-time employment (including temporary full-time employment) as referred to in paragraphs 9.3.1 and 9.3.2 shall be counted as service.
- (ii) 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.
- (iii) Casual Teachers shall be entitled to normal incremental progression for each 1,600 hours of service or its equivalent in early childhood education services.
- (iv) 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.

9.4 Directors' Allowances -

9.4.1 Early Childhood Directors shall be paid an amount as set out in Schedule 2 - Early Childhood Directors - Allowances, by way of a fixed loading.

9.4.2 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.

9.4.3 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 Schedule 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.

9.5 Teacher in Charge allowances -

A teacher appointed as a Teacher in Charge shall be paid in addition to the amounts payable pursuant to subclause 9.1, an allowance in accordance with Schedule 3 – Early Childhood Teachers in Charge - Allowance.

9.6 Casual Teachers -

9.6.1 A Casual Teacher shall be paid a 23.3 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.

9.6.2 The casual loading specified at clause 9.6.1 is in recognition of the casual nature of the employment and compensates the casual employee for all leave other than long service leave and all incidence of employment except overtime.

9.6.3 Provided that the minimum start for any Casual Teacher shall be three (3) continuous hours for any day or shift and that time worked thereafter shall be rounded to the nearest half hour.

9.6.4 Compassionate Leave

- (i) Subject to the evidentiary and notice requirements in subclause 14.5.1(ii) and 14.5.1(iv) Casual Teachers are entitled to not be available to attend work, or to leave work if a person prescribed in subclause 14.5.1(iii)(b) of clause 14.5 Personal/Carer's Leave contracts, develops or sustains an illness or injury that poses a serious threat to his or her life or dies.
- (ii) The Casual Teacher is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Casual Teacher is not entitled to any payment for the period of non-attendance.
- (iii) The Employer must not fail to re-engage a Casual Teacher because the Casual Teacher accessed the entitlements provided for in this clause. The rights of the Employer to engage or not engage a Casual Teacher are otherwise not affected.

9.6.5 Personal/Carer's leave

- (i) Subject to the evidentiary and notice requirements in subclause 14.5.1(ii) and 14.5.1(iv) Casual Teachers are entitled to not be available to attend work, or to leave work if they need to care or support for a person prescribed in subclause 14.5.1(iii) of clause 14.5 Personal/Carer's Leave requires care or support due to an unexpected emergency, illness or injury.
- (ii) The Casual Teacher is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Casual Teacher is not entitled to any payment for the period of non-attendance.
- (iii) The Employer must not fail to re-engage a Casual Teacher because the Casual Teacher accessed the entitlements provided for in this clause. The rights of the Employer to engage or not engage a Casual Teacher are otherwise not affected.

9.7 Reclassification -

9.7.1 Where a Three Year Trained Teacher completes a course of training as set out in the definition of "Four Year Trained Teacher" in clause 3, 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.

9.7.2 When a teacher is transferred to a higher salary scale in accordance with paragraph 9.7.1, 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.

9.8 Salary packaging -

For the purposes of this clause "salary" means the salary or rates of pay prescribed by Schedule 1, Early Childhood Teachers - Salaries, of this Agreement and any allowances paid to an Employee which form part of the Employee's salary for superannuation purposes.

9.8.1 An Employee may, by agreement with the Employer, enter into a salary packaging arrangement including salary sacrifice to superannuation where they may convert up to 100% of their salary to other benefits.

Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not limited to, compulsory superannuation payments, HECS payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.

9.8.2 The terms and conditions of the salary packaging arrangement, including the duration as agreed between the Employee and Employer, will be provided in a separate written agreement, in accordance with the Employer's salary packaging scheme, or its replacement. Such agreement must be made prior to the period of service to which the earnings relate.

9.8.3 Salary packaging must be cost neutral for the Employer. Employees must reimburse the Employer in full for the amount of:

- (i) any fringe benefits tax liability arising from a salary packaging arrangement; and
- (ii) any administrative fees.

9.8.4 Where the Employee makes an election to salary package the following payments made by the Employer in relation to an Employee shall be calculated by reference to the annual salary which the Employee would have been entitled to receive but for the salary packaging arrangement:

- (i) Superannuation Guarantee Contributions;
- (ii) any salary-related payment including but not limited to allowances and workers compensation payments; and
- (iii) payments made in relation to accrued leave paid on termination of the Employee's employment or on the death of the Employee.

10. Hours of Work

10.1 The ordinary working hours, inclusive of crib breaks taken at the Centre, shall not exceed an average of 38 per week, over a 12 month cycle, between the hours of 6.00 a.m. to 7.00 p.m. Monday to Friday to be worked by one of the following methods:

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

- (i) 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.
- (ii) Each day of paid leave taken including each public holiday and the annual holiday (but not including long service leave) shall be regarded as a day worked for accrual purposes.
- (iii) 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.
- (iv) 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.

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

- (i) A teacher may work three 10 hour shifts and one eight hour shift per week; or
- (ii) four 9.5 hour shifts per week; or
- (iii) 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.

10.1.3 Method of Implementation

Subject to paragraphs 10.1.1 and 10.1.2, 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:

- (i) 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).

- (ii) 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.
- (iii) 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.

10.1.4 Part-time, Casual and Temporary Teachers:

- (i) 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:
 - (a) accrue rostered days off in accordance with paragraph 10.1.1 if a Part-time Teacher's hours are spread over five days of a week; or
 - (b) be paid an additional loading of five per cent pursuant to this clause in lieu of an entitlement to rostered days off.
- (ii) 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.
- (iii) 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:
 - (a) accrue rostered days off in accordance with paragraph 10.1.1; or
 - (b) be paid an additional loading of five per cent pursuant to this clause in lieu of an entitlement to rostered days off.

10.1.5 Rostering

- (i) A teacher shall be advised by the Institute manager in charge of the centre at least seven (7) days in advance of the day or days on which the teacher is to be rostered off duty.
- (ii) An individual teacher may, with the agreement of the Institute manager in charge of the centre, substitute the day that teacher is rostered off duty for another day.

11. Non Contact Time

11.1 Both the Employer and the Union 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.

11.1.1 Directors Administration Time

Full time directors shall receive a minimum of 5 hours per week of non contact time to perform administrative duties.

11.1.2 Full Time Teachers Non Contact Time

Teachers shall receive a minimum of 2 hours per week of non contact time.

11.1.3 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 Agreement.

11.1.4 Non contact time for Part-time Teachers 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.

12. Shift Work

12.1 For the purposes only of calculating the loadings provided for in this clause:

12.1.1 a fortnightly rate of pay shall be obtained by dividing the teacher's annual rate by 26.07;

12.1.2 a daily rate of pay shall be obtained by dividing the fortnightly rate, as provided for in paragraph 12.1.1, by ten;

13.1.3 the rate of pay for a Casual Teacher shall be calculated in accordance with subclause 9.6.

12.2 In addition to the weekly or daily rate of salary provided for in Clause 9, a loading shall be payable to a teacher required to perform shift work as follows:

12.2.1 early morning shift - 10 per cent;

12.2.2 afternoon shift - 15 per cent;

12.2.3 night shift, rotating with day or afternoon shift - 17.5 per cent;

12.2.4 night shift, non rotating - 30 per cent.

12.3 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:

12.3.1 Saturday - at one and a half times the daily rate of pay.

12.3.2 Sunday - at double the daily rate of pay.

12.3.3 Public holidays - at two and a half times the daily rate of pay.

12.3.4 The payments prescribed by this subclause shall be in substitution for, and not cumulative upon, the shift loading prescribed in subclause 12.2.

13. Public Holidays

13.1 The following days shall be holidays in this 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.

14. Leave

14.1 Annual Leave -

14.1.1 All teachers, other than Casual Teachers, will be entitled to a minimum of 4 weeks annual leave per annum, or pro rata when employed for periods of less than the equivalent full-time.

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

14.2 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 14.1, for each 12 months of service.

14.3 Sick Leave -

14.3.1 All Full-time Teachers shall be entitled to 15 days sick leave per annum, with the unused component of the annual entitlement being fully cumulative.

14.3.2 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.

14.3.3 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.

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

14.4 Family and Community Service Leave -

14.4.1 The maximum amount of family and community service leave that may be granted for Full-time Teachers is:

- (i) during the first 12 months of service - 2.5 working days;
- (ii) after completion of 12 months of service - five working days in any two-year period; or

- (iii) 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.

14.4.2 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.

14.4.3 Family and community service leave is provided in addition to the entitlement to Personal/Carer's Leave under this Agreement and the TAFE Policy - Special Leave which provides for paid leave for jury service and for emergency service volunteers subject to the conditions outlined in the policy.

14.5 Personal/Carer's Leave -

14.5.1 Use of Sick Leave

- (i) A teacher, other than a Casual Teacher, may, in relation to a class of person as set out in subparagraph 14.5.1(iii) who needs the teacher's care or support, use, in accordance with this subclause, any current or accrued sick leave entitlement provided for in subclause 14.3, for absences to provide care or support because of an illness, injury or unexpected emergency affecting the person. Such leave may be taken for part of a single day.
- (ii) The teacher shall, if required, establish, either by production of a medical certificate or statutory declaration, the illness, injury or unexpected emergency affecting the person concerned and that the person requires care or support. In normal circumstances, a teacher would not take carer's leave under this subclause where another person has taken leave to care for the same person.
- (iii) The entitlement to use sick leave in accordance with this subclause is subject to the person concerned being:
 - (a) a spouse of the teacher; or
 - (b) a De Facto Partner; 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 partner of the teacher; or
 - (d) a member of the teacher's household.
- (iv) 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 as soon as practicable after the leave starts.

14.5.2 Unpaid Leave for Family Purposes -

If paid personal/carer's leave has been exhausted, a teacher may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care or support to a member of a class of person as set out in subparagraph 14.5.1(iii), who is ill, injured or affected by an unexpected emergency.

14.5.3 Annual Leave -

- (i) A teacher may elect, with the consent of the Employer, to take annual leave not exceeding ten days in single-day periods or part thereof in any calendar year at a time or times agreed by the parties.
- (ii) Access to annual leave, as prescribed in subparagraph 14.5.3(i), shall be exclusive of any shutdown period provided for elsewhere under this Agreement.
- (iii) 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.
- (iv) A teacher may elect with the Employer's agreement to take annual leave at any time within a period of 24 months from the date at which it falls due.

14.5.4 Make-up Time -

- (i) 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, at the ordinary rate of pay.
- (ii) 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.

14.5.5 Rostered Days Off -

- (i) A teacher may elect, with the consent of the Employer, to take a rostered day off at any time.
- (ii) A teacher may elect, with the consent of the Employer, to take rostered days off in part-day amounts.
- (iii) 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.

- (iv) This subclause is subject to the Employer informing each union, which is both party to the Agreement and which has members employed at the particular enterprise, of its intention to introduce an enterprise system of rostered day off flexibility, and providing a reasonable opportunity for the union(s) to participate in negotiations.

14.5.6 Compassionate Leave -

- (i) A teacher, other than a Casual Teacher, shall be entitled to up to two days compassionate leave, without deduction of pay, on each occasion when a person prescribed in subparagraph 14.5.1(iii) contracts, develops or sustains an illness or injury that poses a serious threat to his or her life or dies.
- (ii) The teacher must notify the Employer as soon as practicable of the intention to take compassionate leave and will, if required by the Employer, provide, to the satisfaction of the Employer, proof of the relevant death, illness or injury .
- (iii) Compassionate leave may be taken in conjunction with other leave available under paragraphs 14.5.1, 14.5.2, 14.5.3, 14.5.4 and 14.5.5. In determining such a request, the Employer will give consideration to the circumstances of the teacher and the reasonable operation requirements of the business.

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

15.1 Overtime

- 15.1.1 Subject to 15.1.2 and 15.1.3, all hours required by the Employer to be worked outside the ordinary hours of work prescribed by Clause 10, 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.
- 15.1.2 Notwithstanding 15.1.1, 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.
- 15.1.3 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.

15.2 Time Off in Lieu of Payment for Overtime

- 15.2.1 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.
- 15.2.2 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.
- 15.2.3 If, having elected to take time as leave in accordance with 15.2.1, 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.
- 15.2.4 Where an election is made in accordance with 15.2.1, the Employee shall be paid overtime rates in accordance with clause 15.1.1.

16. Job Share

- 16.1 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.
- 16.2 Job share under this clause is only available to Early Childhood Teachers, not Early Childhood Directors.
- 16.3 Procedures for implementing job share:
- 16.3.1 Teachers interested in job share may put forward a proposal in writing to the director. This proposal should include the following:
- (i) reasons;
 - (ii) benefits to the centre;
 - (iii) strategies for the management of job share;
 - (iv) nominated days of work.
- 16.3.2 The director and the prospective job share teacher will then meet to discuss the following issues:
- (i) advantages/disadvantages of proposal;
 - (ii) strategies for communication between job share teachers;
 - (iii) strategies for communication with other staff members;
 - (iv) attendance at parent meetings and preparation of written reports;
 - (v) attendance at staff meetings, regional meetings, in-service courses and other out of hours meetings or functions;
 - (vi) curriculum and programming issues.

(vii) 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.

16.3.3 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.

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

16.3.5 If job share is approved, the second position is advertised and both positions will become Permanent Part-time.

16.3.6 Following the appointment of the second job share teacher, the issues identified in paragraph 16.3.2 will be discussed at a full staff meeting.

16.3.7 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 4, Dispute Resolution Procedures.

16.4 The Employer reserves the right to:

16.4.1 view each situation on an individual basis;

16.4.2 nominate, if necessary, a number of staff or an overall percentage of teachers in TAFE Children's Centres who are able to job share;

16.4.3 determine the number of job share positions in each centre.

16.4.4 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.

16.4.5 payment for such vacancies will be according to Clause 9, Salaries and Allowances.

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

16.5.1 the remaining Part-time Teacher may be offered the option of a full-time position;

16.5.2 another permanent staff member, including a Part-time Teacher, may transfer to the job share position;

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

17. Duties of Teachers

17.1 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.

17.2 A director shall, in addition to subclause 17.1, have responsibility for the supervision of Employees and the security and maintenance of a centre.

18. Crib Breaks

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

18.2 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.

19. First-Aid Certificate

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

19.1.1 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.

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

19.1.3 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.

Schedule 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.

Three Year Trained Teachers	14 June 2016 2.5% Per annum \$	14 June 2017 2.5% Per annum \$
Step 1	57,693	59,135
Step 2	60,632	62,148
Step 3	63,801	65,396
Step 4	66,726	68,394
Step 5	69,766	71,510
Step 6	73,142	74,971
Step 7	74,982	76,857
Step 8	76,802	78,722
Step 9	79,864	81,861
Step 10	83,052	85,128
Step 11	85,293	87,425
Four Year Trained Teachers	14 June 2016 2.5% Per annum\$	14 June 2017 2.5% Per annum \$
Step 1	61,347	62,881
Step 2	65,150	66,779
Step 3	68,813	70,533
Step 4	72,871	74,693
Step 5	76,652	78,568
Step 6	79,864	81,861
Step 7	83,052	85,128
Step 8	86,654	88,820
Step 9	90,116	92,369

Schedule 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.

Units	14 June 2016	14 June 2017
	Per annum \$	Per annum \$
1 to 6 Employees	10,593	10,858
7 or more Employees	12,818	13,138

Schedule 3 – Early Childhood 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.

Units	14 June 2016	14 June 2017
	Per annum \$	Per annum \$
1 to 6 Employees	5,298	5,430
7 or more Employees	6,409	6,569