

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/88

TITLE: Crown Employees (Institute Managers in TAFE) Salaries and Conditions Enterprise Agreement 2006

I.R.C. NO: IRC6/177

DATE APPROVED/COMMENCEMENT: 7 February 2006 / 1 January 2006

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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 institute manager employed by the Crown in the right of the State of New South Wales located at 35 Bridge Street, Sydney NSW 2000, employed in the classification of institute manager, who fall within the coverage of the Crown Employees (Institute Manager in TAFE) 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, Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales

CROWN EMPLOYEES (INSTITUTE MANAGERS IN TAFE) SALARIES AND CONDITIONS ENTERPRISE AGREEMENT 2006

INDUSTRIAL RELATIONS COMMISSION OF NEW SOUTH WALES

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

(No. IRC 177 of 2006)

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2. Dictionary

- 2.1 "Act" means the *Technical and Further Education Commission Act 1990*.
- 2.2 "Association" means the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales.
- 2.3 "Department" means the NSW Department of Education and Training.

- 2.4 "Employee" means a person employed in a classification covered by this Enterprise Agreement.
- 2.5 "Employer" means the Crown in the right of the State of New South Wales (the Crown).
- 2.6 "Enterprise Agreement" means the Crown Employees (Institute Managers in TAFE) Salaries and Conditions Enterprise Agreement 2006.
- 2.7 "Federation" means the New South Wales Teachers Federation.
- 2.8 "Institute Manager" means all persons permanently or temporarily employed as educational leaders and administrative managers in TAFE within the classification of institute manager as provided for in this Enterprise Agreement. Institute managers have supervisory responsibility for administrative and/or educational programs and/or staff.
- 2.9 "Managing Director" means the Managing Director of TAFE.
- 2.10 "Unions" means the New South Wales Teachers Federation and the Public Service Association and Professional Officers' Association Amalgamated Union of New South Wales having regard to their respective coverage.
- 2.11 "Semester" means the period commencing the first day where teachers return generally from the Christmas or the mid year vacation period, and ending on the last day of the next following mid year or Christmas vacation periods.
- 2.12 "TAFE" means the TAFE Commission established under the Act.
- 2.13 "Time off in lieu" means that period of approved time (hours or days) taken by an institute manager to make up for a period or periods of work beyond the standard working hours to undertake the performance of their duties.

3. Salary

- 3.1 Salaries for institute managers under this Enterprise Agreement are as provided for in Schedule 1, Salaries, of Part B.
- 3.2 An institute manager may, subject to agreement by the employer, elect to receive:
- 3.2.1 either a motor vehicle benefit or, where approval has been granted by the Premier and the Treasurer, elements of the Department's Salary Packaging Scheme excluding the novated leasing of motor vehicles; and
- 3.2.2 a salary equal to the difference between the salary prescribed under this Enterprise Agreement in respect of the institute manager and the amount specified from time to time for the motor vehicle benefit or the elements of the Department's Salary Packaging Scheme, provided that the total salary sacrifice is limited to fifty per cent of the institute manager's gross salary.
- 3.3 The motor vehicle benefit provided for in subclause 3.2.1 provides the institute manager with access to the use of a motor vehicle on a business/private basis in accordance with TAFE's policy.

4. Hours of Work

- 4.1 The parties agree that a flexible and adaptive approach in relation to working hours and working arrangements will be adopted which recognises the professionalism of institute managers and allows that:
- 4.1.1 standard working hours shall be 35 hours per week. The pattern of attendance shall be agreed between an individual manager and their line manager;
- 4.1.2 institute managers shall not be directed to work more than 35 hours in any one week;

- 4.1.3 where work has been negotiated with and approved by the line manager to be performed beyond standard working hours, institute managers are entitled to time off in lieu to compensate for additional hours worked. Time off in lieu arrangements are to be negotiated and approved by the line manager in advance and to be taken to meet the operational requirements of the institute and the personal needs of the institute manager;
- 4.1.4 in recognition of the professional nature of the work the parties agree that time off in lieu does not accrue in any one week until three additional hours have been worked, and then it accrues at the rate of one hour for every hour worked. Where a week includes a public holiday, time off in lieu is to be worked out pro-rata;
- 4.1.5 time off in lieu may be taken in single, multiple or part days within one semester of accrual. In extenuating circumstances, an institute manager may, with the approval of their line manager and taking into account the needs of the institute, accrue time off in lieu in excess of a semester;
- 4.1.6 line managers are responsible for recording and/or reporting of time off in lieu taken by institute managers. Institute managers shall have access to these records, which shall be made available on request.

5. Training and Professional Development

- 5.1 The parties confirm a commitment to training and development for institute managers. Institute managers recognise their obligation to maintain and update their professional skills for the benefit of TAFE students and staff.
- 5.2 The employer will continue to participate in initiatives to identify competencies for institute managers in consultation with relevant industry parties.
- 5.3 The employer is committed to providing access to and support for professional and management development training.
- 5.4 Where the employer requires professional development, the employer will meet the compulsory fees involved. Where the professional development opportunity is voluntary the employer may, at its discretion, refund all or part of the compulsory fees incurred by the institute managers approved to undertake approved training and professional development programs.
- 5.5 Ten working days shall be provided per annum, which may be accumulated over two years to a period of 20 days, for institute managers to undertake training and professional development related to their current and medium term development needs as identified by the performance agreement, the objectives of which are set out in Schedule 2 of Part B, Performance Management for Institute Managers. The professional development activity must be approved by the institute director in advance, with the time to be taken in minimum periods of half a day subject to the operating needs of the institute. This does not preclude access to other professional development opportunities provided by the employer.
- 5.6 Institute managers undertaking courses of study who require arrangements different to those in subclause 5.5 may apply to the employer for special consideration. The employer shall consider these requests on a case-by-case basis.
- 5.7 Institute managers employed as at the time of the making of the 2001 *Crown Employees (Institute Managers in TAFE) Salaries and Conditions Award* (327 IG 872) with an existing balance of professional development time of up to 30 days may utilise this time as provided for in subclause 5.5 of this Enterprise Agreement. Following the utilisation of this balance, professional development time will accrue on the basis provided for in subclause 5.5 of this Enterprise Agreement.

6. Right of Private Practice

- 6.1 Institute managers may apply to their institute directors for the right of private practice in accordance with the Department's Private and Secondary Employment policy.

- 6.2 Institute managers may negotiate with their line manager to undertake some teaching as a part-time casual and/or OTEN contract teacher. The line manager shall consider such requests on a case by case basis having regard to the following factors:
- 6.2.1 the institute manager has expressed a wish to return to teaching on a full-time basis in the near future;
 - 6.2.2 the institute manager requests such an arrangement in order to maintain and/or develop their educational and/or managerial effectiveness;
 - 6.2.3 the institute manager possesses specialist knowledge/experience relevant to the employer's educational needs.

7. Appointment and Transfer

- 7.1 The filling of vacant positions of institute manager will be by way of a competitive selection process based on merit, subject to the provisions of the TAFE NSW Recruitment and Staff Selection policy.
- 7.2 A person who is not an officer and is appointed to an institute manager's position shall be appointed for a minimum probationary period of one year. Confirmation of their position shall depend on completion of a satisfactory annual review, pursuant to Clause 8, Performance Management.
- 7.3 Nothing in this Enterprise Agreement shall operate to remove the right of the employer to transfer an institute manager to meet the operating needs of the employer or remove existing rights to entitlements as provided in the Transferred Officers Compensation Managing Director of TAFE Determination No.4 of 2001.
- 7.4 Institute managers who wish to seek transfer will be considered by the employer on a case by case basis.
- 7.5 Where the employer directs an institute manager to transfer, the institute manager shall have access to a Transfer Review Panel.
- 7.6 In assessing an application for transfer, the institute director or delegate will assess the institute manager's skills and other attributes against the selection criteria for the position and if matched, can directly appoint or if in doubt can proceed to merit selection.
- 7.7 The institute manager has no right of appeal for non-appointment should a transfer application not be approved.

8. Performance Management

- 8.1 The performance of institute managers will be reviewed annually under a performance management scheme, the objectives of which are set out in Schedule 2, Performance Management for Institute Managers, of Part B Monetary Rates.

9. Appeal Rights

- 9.1 For positions with salary equivalent to or below that applicable to the maximum salary for Clerk Grade 12, institute managers shall have access to the Government and Related Employees Appeal Tribunal in terms specified by the *Government and Related Employees Appeal Tribunal Act 1980*.
- 9.2 For positions above the salary level for maximum Clerk Grade 12, staff have a right of appeal to the Managing Director where such appointment would involve a salary increase for the appellant or the prospective appointee. Such appeals will be managed in accordance with TAFE's appeals process as agreed by the parties.

10. Regression

- 10.1 Staff wishing to regress to positions below institute manager classifications should express their interest to the relevant institute director who will consider the request, along with others, whenever an appropriate vacancy occurs.

11. Dispute Resolution Procedures

- 11.1 Subject to the provisions of the *Industrial Relations Act 1996* the following procedures shall apply:
- 11.1.1 Should any dispute (including a question or difficulty) arise as to matters occurring in a particular workplace, the institute manager and/or the relevant union's workplace representative shall raise the matter with the appropriate line manager as soon as practicable.
- 11.1.2 The line manager shall discuss the matter with the institute manager and/or the relevant union's workplace representative within two working days with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 11.1.3 Should the above procedure be unsuccessful in producing resolution of the dispute, question or difficulty or should the matter be of a nature which involves multiple workplaces, then the institute manager and or the relevant union may raise the matter with an appropriate officer of TAFE at the Institute level with a view to resolving the dispute, or by negotiating an agreed method and time frame for proceeding.
- 11.1.4 Where the procedures in sub clause 11.2.3 of this clause do not lead to resolution of the dispute, the matter shall be referred to the General Manager Industrial Relations and Employment Services of the Department and the General Secretary of the Federation and the General Secretary of the Association. They or their nominees shall discuss the dispute, question or difficulty with a view to resolving the matter or by negotiating an agreed method and time frame for proceeding.
- 11.2 Should the above procedures not lead to a resolution, then either the Department or the Federation or the Association may apply to the Industrial Relations Commission of New South Wales.

12. Discipline Process

- 12.1 The parties recognise that the following two discipline processes have application in the Commission and will be applied to institute managers;
- 12.2 The procedure applicable to members of staff of the Commission whose conditions of employment are determined by the *Crown Employees (Teachers in TAFE and Related Employees) Salaries and Conditions Award 2006*, or any successor instruments to the said award; or
- 12.3 The procedure that applies to all other members of staff of the Commission and which is specified in Part 2.7 of the *Public Sector Employment and Management Act 2002*.

13. Anti-Discrimination

- 13.1 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.
- 13.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed in clause 11 of 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.

13.3 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.

13.4 Nothing in this clause is to be taken to affect:

any conduct or act which is specifically exempted from anti-discrimination legislation;

offering or providing junior rates of pay to persons under 21 years of age;

any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*.

a party to this Enterprise Agreement from pursuing matters of unlawful discrimination in any state or federal jurisdiction.

13.5 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.

14. Deferred Salary Scheme

14.1 Institute managers may seek to join the Department's deferred salary scheme.

14.2 Successful applicants may defer twenty per cent of their salary for the first four years and be paid the deferred salary in the fifth year.

14.3 The deferred salary scheme does not apply to temporary institute managers.

15. Leave

15.1 Annual Recreation leave - Annual recreation leave shall be in accordance with the *Annual Holidays Act 1944* and TAFE policy.

15.2 Extended leave - Extended leave shall be in accordance with the Act.

15.3 Sick leave -

15.3.1 Sick leave at the rate of fifteen working days paid sick leave per calendar year i.e. 1 January to 31 December. The full annual entitlement is available from 1 January each year (not accrued on a monthly basis). The unused component of the annual entitlement is fully cumulative.

15.3.2 Where an institute manager requires sick leave additional to the annual or cumulative entitlement provided in sub clause 15.3.1 above in cases of long-term illness, they may apply to the employer for special sick leave. Such requests will be considered by the employer on a case-by-case basis.

15.4 Family and Community Service Leave

15.4.1 General - The institute director or nominee may grant family and community service leave for the following purposes:

- (a) for reasons related to the family responsibilities of the institute manager; or
- (b) for reasons related to the performance of community service by the institute manager; or
- (c) for reasons of pressing necessity.

Family and community service leave replaces short leave.

15.4.2 Quantum - The amount of family and community service leave available to an institute manager shall be either:

- (a) 2.5 days during the first year of service and five days in any period of two years after the first year; or
- (b) after two years of continuous service, one day of family and community service leave for each completed year of service less the total amount of short leave or family and community service leave previously granted to an institute manager;

whichever is the greater period.

Where such leave is exhausted, sick leave in accordance with subclause 15.5.1 may be used.

Family and community service leave is not to be taken for attendance at court to answer a criminal charge, unless the institute or nominee approves such leave in the particular case.

15.5 Personal Carer's Leave -

15.5.1 Use of Sick Leave - An institute manager may use the available sick leave from the current year plus any accumulated sick leave from the previous three years to provide care and support for family members when they are ill. Such illness shall be supported, if required, by a medical certificate or statutory declaration that the illness is such as to require the care by another person for a specified period. The choice of medical certificate or statutory declaration is the institute manager's. Neither the medical certificate nor statutory declaration is required to reveal the exact nature of the illness. Wherever practicable, prior notice of the intention to take leave should be given.

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

- (a) the institute manager being responsible for the care of the person concerned; and
- (b) the person concerned being:
 - (1) a spouse of the institute manager; or
 - (2) 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
 - (3) a child or an adult (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 institute manager or spouse or de facto spouse of the institute manager; or
 - (4) a same sex partner who lives with the institute manager as the de facto partner of that institute manager on a bona fide domestic basis; or
 - (5) a relative of the institute manager who is a member of the same household where, for the purposes of this section:

"relative" means a person related by blood, marriage, affinity or Aboriginal kinship structures;

"affinity" means a relationship that one spouse, because of marriage, has to blood relatives of the other; and

"household" means a family group living in the same domestic dwelling.

An institute manager shall, wherever practicable, give the institute director or nominee 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 institute manager, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the institute manager to give prior notice of absence, the institute manager shall notify the institute director or nominee of such absence at the first opportunity on the day of absence.

15.5.2 Use of Other Leave - To care for an ill family member, an institute manager may also use recreation, extended leave or leave without pay with the consent of the institute director.

15.5.3 Use of Time in Lieu - To care for an ill family member, an institute manager may also, with the institute director's consent, take accrued time in lieu as provided for in subclauses 4.1.4 and 4.1.5 of this Enterprise Agreement.

15.6 Bereavement Leave -

15.6.1 An institute manager shall be entitled to up to two days bereavement leave on each occasion of the death of a person prescribed in subclause 15.5.1 above, provided that for the purpose of bereavement leave, the institute manager need not have been responsible for the care of the person concerned.

15.6.2 The institute manager must notify the institute director or nominee as soon as practicable for the intention to take bereavement leave and shall, if required by the institute director or nominee, provide to the satisfaction of the institute director or nominee proof of death.

15.6.3 An institute manager shall not be entitled to bereavement leave under this clause during any period in respect of which the institute manager has been granted other leave.

15.6.4 Bereavement leave may be taken in conjunction with other leave available under this clause. In determining such a request the institute director or nominee shall give consideration to the circumstances of the institute manager and the reasonable operational requirements of the employer.

16. Filling of Positions

16.1 Positions which have been affected by a workplace change will be filled in accordance with the Department's Procedures for Managing Potentially Displaced, Displaced and Excess Permanent Employees and Displaced Long Term Temporary Employees.

16.2 Positions not filled through the provisions of sub clause 16.1 of this Enterprise Agreement shall be filled as follows:

16.2.1 Displaced/Excess Staff - The regional human resources manager will determine if there are any suitable vacancies using the corporate employees service centre weekly vacancy spreadsheet. The manager will then proceed in accordance with the procedures at subclause 16.1.

16.2.2 Regression - Where the position has not been filled by the preceding steps, institute managers who are seeking regression will be eligible for priority consideration for appointment to vacant positions. Further details are contained in TAFE's transfer and regression policy.

- 16.2.3 Staff Selection (Recruitment) Action - Where no appointment has been made through the process identified in subclauses 16.2.1 and 16.2.2, the position will be advertised within TAFE.
- 16.2.4 Staff Selection (Recruitment) Action - Where no appointment has been made through the processes identified in subclauses 16.2.1, 16.2.2 and 16.2.3, the position will be advertised externally.
- 16.3 Nothing in subclause 16.2 shall limit the appeal rights of institute managers, which are set out in clause 9, Appeal Rights.

17. Qualification Requirements

- 17.1 Qualifications for positions shall accurately reflect the requirements of the position and conform to equal employment opportunity principles. Any artificial barriers to promotion should be removed.
- 17.2 The qualification requirements of positions shall be reviewed by the employer from time to time in consultation with the unions.

18. Goods and Services Tax

- 18.1 The parties shall monitor the overall impact of the Commonwealth Government's goods and services tax through the term of the Enterprise Agreement. In the event that the Industrial Relations Commission makes a State decision (as defined by section 49 of the *Industrial Relations Act 1996*) having regard to the impact on wages of the goods and services tax, the unions reserve the right to make application to the Industrial Relations Commission in relation to that decision.

19. No Further Claims

- 19.1 Except as provided by the *Industrial Relations Act 1996*, prior to 31 December 2008, there shall be no further claims by the parties to this Enterprise Agreement for changes to salaries, rates of pay, allowances, or conditions of employment in relation to matters expressly contained in this Enterprise Agreement.

20. Locality/Remote Areas Allowance

- 20.1 Institute managers currently receiving the allowances contained in Schedule 3, Allowances of Part B - Locality Allowances - Tables 1, 2 and 3, shall continue to receive these allowances for as long as they continue in their current position at their existing location. Institute managers appointed on or after 29 May 2001 shall be paid the remote areas allowances as contained in Table 4 of Schedule 3 of Part B, Allowances as adjusted in line with adjustments to the public service remote areas allowance as contained in clause 40 of the *Crown Employees (Public Service Conditions of Employment) Award 2002* or any variations to or successor instruments to the said award.
- 20.2 Institute managers currently receiving the remote areas allowance as contained in Table 4 of Schedule 3, Part B, Allowances shall continue to receive this allowance while remaining in their current position at their existing location.

21. Industrial Rights

- 21.1 Union Representatives -
- 21.1.1 An accredited union representative at the place in which he/she is employed shall, upon notification thereof to his/her employer, be recognised as an accredited union representative.
- 21.1.2 An accredited union representative shall be allowed the necessary time during working hours to interview the employer or his/her representative on matters affecting employees.

21.1.3 An accredited union representative shall be allowed a reasonable period of time during working hours to interview a duly accredited union official.

21.2 Consultative and Other Committee Work -

21.2.1 Where an institute manager is required by the employer, nominated by the union or otherwise selected by staff to participate in work-based consultative or like committees, the employer shall provide such staff with paid leave to attend to such matters.

21.2.2 In addition, where such committees unanimously agree to undertake a particular project consistent with its terms of reference, the employer shall provide sufficient paid time to enable the institute manager to undertake the project.

22. Special Fitness and Hard to Fill

22.1 A position will be regarded as "hard to fill" when it has been advertised once throughout TAFE and twice throughout New South Wales in the major press and no appointment has been made.

22.2 When a position has been identified as "hard to fill" in accordance with subclause 22.1 of this clause, TAFE will review the position in order to ensure that the current position description and accountabilities appropriately reflect the nature of the position. Where appropriate, job redesign will follow and the new position will be advertised in the normal manner.

22.3 Where job redesign has not been deemed to be appropriate, the employer or nominee may offer an allowance of up to ten per cent of the maximum salary of the position when it is next advertised.

22.4 The allowance will be paid to the selected applicant for as long as he/she remains in the advertised position.

23. Deduction of Union Membership Fees

23.1 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.

23.2 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.

23.3 Subject to 23.1 and 23.2 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.

23.4 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.

23.5 Unless other arrangements are agreed to by the employer and the union, all union membership fees shall be deducted on a fortnightly basis.

23.6 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.

24. Area, Incidence and Duration

24.1 This Enterprise Agreement between the Crown in the right of the State of New South Wales and the NSW Teachers Federation applies to all persons employed in the classification of institute manager.

24.2 The Enterprise Agreement shall take effect on and from 1 January 2006 and shall remain in force until 31 December 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)

SIGNED for the)
PUBLIC SERVICE AND)
PROFESSIONAL OFFICERS' ASSOCIATION)
AMALGAMATED UNION OF NEW SOUTH WALES)
 By John Cahill, General Secretary)
)

In the presence of)
 (Witness)

PART B
MONETARY RATES

Schedule 1 - Salaries

Institute Managers	Salary from the first pay period to commence on or after 1.1.06	Salary from the first pay period to commence on or after 1.1.07	Salary from the first pay period to commence on or after 1.1.08
Increase	4% \$	4% \$	4% \$
Level 1	95,376	99,191	103,159
Level 2	102,574	106,677	110,944
Level 3	107,974	112,293	116,785
Level 4	115,173	119,780	124,571
Level 5	122,371	127,266	132,357

SCHEDULE 2 - PERFORMANCE MANAGEMENT FOR INSTITUTE MANAGERS

1. Introduction

The scheme establishes a framework for individuals to plan their work performance and the provision of objective feedback. It also facilitates training and career development.

2. Objectives of Performance Management

The objectives of performance management are to support the professional development of institute managers and to enhance the performance of the employer. All institute managers shall participate in the scheme. The performance management scheme will provide an effective means for institute managers to understand, reflect upon and improve their performance through developmental processes and to understand the role, accountabilities and standards that are expected of them.

The performance management process is a collaborative process between the line manager and the institute manager. The line manager will exercise leadership by working together with the institute manager to implement the performance management scheme and to provide continuing support and feedback to the officer. The institute manager in consultation with the line manager will identify appropriate targets and monitor their progress, requesting assistance as needed.

The major outcomes of the performance management process will be the identification of developmental needs of the institute manager, the development strategies to support these needs, feedback on performance and achievements. The process will also enhance the productivity, effectiveness and efficiency of the employer to meet changing industry and community needs.

The objectives are to:

- establish clear individual performance goals linked to, and consistent with, the employer's goals and priorities and institute's plans and objectives;

- identify each institute manager's current and medium term development needs (in relation to the organisation and self), and career goals and develop strategies to support these needs;

- assist with the achievement of the employer's long term objectives and annual priorities;

- provide for each institute manager, a valid basis for performance assessment against job-related criteria; and

- provide job-related guidance and performance feedback in a continuing way.

The scheme will reflect and support the employer's overall objectives as set out in:

- the Department's and TAFE's Strategic Plans;

- annual priorities; and

- institutes' management plans.

The scheme is an ongoing process and consists of three major components:

- developing the performance agreement;

- review process; and

- feedback.

Appropriate training will support implementation of the scheme.

SCHEDULE 3 - ALLOWANCES

1. Definitions - for the Purpose of this Schedule:

- 1.1 "Dependent child" means, unless otherwise defined in the Enterprise Agreement, a child of which an institute manager is a parent and who is resident with and wholly maintained by such institute manager and either is under the age of sixteen years or is a full time student under the age of eighteen years or is completing their school studies up to and including Year 12.
- 1.2 "Dependent partner" means a person who is resident with and substantially reliant upon an institute manager for their financial support, being either the institute manager's spouse or a person whom the relevant institute director is satisfied is cohabiting otherwise than in marriage with the institute manager in a permanent de facto and bona fide domestic relationship.
- 1.3 "Married couple" means and shall include an institute manager and their spouse or a person whom the relevant institute director is satisfied is cohabiting otherwise than in marriage in a permanent de facto and bona fide domestic relationship.

Table 1 - Locality Allowances - Climatic

Climatic Allowances (Hot Summer Temperatures)	TAFE Colleges or TAFE Campuses located in the Western Division of New South Wales at the following locations: Boggabilla, Bourke, Broken Hill, Cobar, Coonabarabran, Coonamble, Condobolin, Moree, Nyngan, Walgett, Warren, Wilcannia			
	On and From 1.1.05 per annum	4% from the first pay period to commence on or after 1.1.06	4% from the first pay period to commence on or after 1.1.07	4% from the first pay period to commence on or after 1.1.08
	\$	\$	\$	\$
Single or married with independent non-teaching Partner	928	965	1,004	1,044
Married with dependent partner	1,097	1,141	1,187	1,234
Married with teaching partner	549	571	594	618
Isothermic (Cold Winter Temperatures)	TAFE Colleges or TAFE Campuses within a zone of New South Wales established by the 0° Celsius July Average Minimum Temperatures at the following locations: Armidale, Bathurst, Cooma, Glenn Innes, Inverell, Tenterfield			
Single or married with independent non-teaching partner	469	488	508	528
Married with dependent partner	626	651	677	704
Married with teaching partner	313	326	339	353

Table 2 -Locality Allowances - Isolation from Socio-economic Goods and Services

Isolation from Socio-Economic Goods and Services Allowance				
Single or married with independent non-teaching or teaching partner	On and from 1.1.05 per annum \$	4% from the first pay period to commence on or after 1.1.04 \$	4% from the first pay period to commence on or after 1.7.04 \$	4% from the first pay period to commence on or after 1.1.05 \$
Wilcannia	2,742	2,852	2,966	3,085
Goodooga	2,437	2,534	2,635	2,740
Brewarrina	1,220	1,269	1,320	1373
Bourke	916	953	991	1,031
Boggabilla	613	638	664	691
Cobar, Dunedoo, Nyngan, Warren	305	317	330	343
Married with dependent partner				
Wilcannia	5,483	5,702	5,930	6,167
Goodooga	4,874	5,069	5,272	5,483
Brewarrina	2,440	2,538	2,640	2,746
Bourke	1,832	1,905	1,981	2,060
Boggabilla	1,226	1,275	1,326	1,379
Cobar, Dunedoo, Nyngan, Warren	610	634	659	685
Dependent children for married institute manager with dependent partner				
Wilcannia				
First Child	318	331	344	358
Subsequent Child	202	210	218	227
Goodooga				
First Child	269	280	291	303
Subsequent Child	151	157	163	170
Dependent children for single or married institute manager with independent non-teaching or teaching partner				
Wilcannia				
First Child	159	165	172	179
Subsequent Child	101	105	109	113
Goodooga				
First Child	135	140	146	152
Subsequent Child	76	79	82	85

Table 3 - Locality Allowances - Motor Vehicles Depreciation

Motor Vehicles Depreciation	On and from 1.1.05 per annum \$	4% from the first pay period to commence on or after 1.1.06 \$	4% from the first pay period to commence on or after 1.1.07 \$	4% from the first pay period to commence on or after 1.1.08 \$
Applies to TAFE Colleges or TAFE Campuses at Wilcannia and Goodooga only	1,638	1,704	1,772	1,843

Remote Areas Allowance - Public Service Allowances

Table 4 - Remote Areas Allowance

1. Grade A Allowances	1. Grade B Allowances	1. Grade C Allowances
(a) With dependents: \$1,522 per annum	(a) With dependents: \$2,018 per annum	(a) With dependents: \$2,695 per annum
(b) Without dependents: \$1,061 per annum	(b) Without dependents: \$1,415 per annum	(b) Without dependents: \$1,888 per annum
All other locations situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and then passing through the following towns or localities in the following order: Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire,	Locations Angledool Barrington Bourke Brewarrina Clare Enngonia Goodooga	Locations Fort Grey Mootwingee Mount Wood Nocoleche Olive Downs Tibooburra Yethong
Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw and includes a place situated in any such town or locality. Locations All others within the above but not covered in the Category B or C allowances.	Ivanhoe Lake Mungo Lightning Ridge Louth Mungindi Pooncarie Redbank Walgett Wanaaring Weilmoringle White Cliffs Wilcannia Willandra	