

## **REGISTER OF ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA06/90

**TITLE: NSW Teachers Federation Staff Agreement 2006-2008**

**I.R.C. NO:** IRC5/6722

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VARIATION:** Replaces EA02/194.

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**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all clerical employees employed by the New South Wales Teachers Federation located at 23-33 Mary Street, Surry Hills NSW 2000, who fall within the coverage of the Clerical and Administrative Employees (State) Award.

**PARTIES:** New South Wales Teachers Federation -&- the New South Wales Local Government, Clerical, Administrative, Energy, Airlines & Utilities Union

# **NSW TEACHERS FEDERATION STAFF AGREEMENT**

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## **Introduction**

Agreement made between the New South Wales Teachers Federation (“the Federation”) and members of the United Services Union (“USU”) employed by the Federation (“the Staff”).

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

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

### **1. HOURS**

#### Full-time Employees

- 1.1 The ordinary hours of work for full-time employees, exclusive of meal hours, shall not exceed 35 per week and shall be worked between the hours of 9am and 5pm, Monday to Friday. Variation of these hours (9am and 5pm) commencing either from 8am, 8.30am or 9.30am and concluding at 4pm, 4.30pm or 5.30pm respectively, may be permitted subject to the concurrence of the General Secretary.

#### Part-time Employees

- 1.2 A permanent part-time employee shall mean an employee who is employed to work regular days and regular hours, the total of which is either
- (a) less than 35 hours per week or
  - (b) a maximum of 7 hours per day for fewer than 5 days per week.
- 1.3 A permanent part-time employee shall not work less than 20 hours in any one week or 4 hours on any day.
- 1.4 The minimum weekly hours requirement shall not apply to existing positions.
- 1.5 Consideration will be given to the creation of permanent part-time positions of less than 20 hours per week, provided that such positions are in addition to and supplement existing full-time positions.
- 1.6 For those employees working less than a 7 hour day, commencement shall be between the hours of 8am and 9:30am.
- 1.7 For those employees working a 7-hour day, these hours shall be between the hours of 9am and 5pm, Monday to Friday.
- 1.8 Variation of these hours (9am and 5pm) commencing either from 8am, 8.30am or 9.30am and concluding at 4pm, 4.30pm or 5.30pm respectively, may be permitted subject to the concurrence of the General Secretary
- 1.9 An employee shall not be compelled to work for more than 5 hours without a break for a meal of at least 30 minutes.

#### Casual Employees

- 1.10 Casual employees are not appointed and do not hold substantive positions.
- 1.11 Casual employees may be engaged to fill a vacancy for less than a full working day. In these instances they will be paid for a minimum four hour period.

### Job share employees

- 1.12 Clause 1.1 applies to job share employees. The days to be worked may be split in a variety of ways including alternate weeks, alternate days, 2 days/3 days. Days will be mutually agreed by the job sharers and approved by the General Secretary. Once days have been agreed they will not be changed except with the mutual agreement of the job sharers and the approval of the General Secretary.
- 1.13 Agreed hours for job share employees shall be the ordinary hours of work for those employees.
- 1.14 It is not intended that job share employees work at the same time, for example, to cover peak workloads.

## **2. NINE-DAY FORTNIGHT**

- 2.1 The nine-day fortnight is:
- (i) available to all full-time permanent employees;
  - (ii) not available during probationary periods.
- 2.2 The day not worked in a nine-day fortnight is a rostered day off ("RDO").
- 2.3 Those electing to work a nine-day fortnight shall work 7 hours 37 minutes per day with a lunch period of 53 minutes per day (the lunch period to be taken between 12.07pm and 1pm, 1.07pm and 2pm or, if applicable, 12.37 to 1.30 pm).
- 2.4 The hours worked shall commence either at 8am, 8.30am or 9am and conclude at either 4.30pm, 5pm or 5.30pm respectively.
- 2.5 Allocations of days off shall, over a four-weekly period, be on the basis of 1 day mid-week and the other end-on to a weekend, subject to change with the consent of the appropriate Assistant General Secretary ("AGS") or the Employee Relations Coordinator, plus relevant staff or in emergency circumstances subject to the consent of the staff member concerned.
- 2.6 An employee who takes one day or more of annual leave during a nine-day fortnight shall not be entitled to a rostered day off in that fortnight.
- 2.7 Employees taking leave of 1, 3 or 5 weeks' duration will not be entitled to work the nine-day fortnight one of either the week prior to or following the completion of such leave commences.
- 2.8 Sick-and FACS leave shall be calculated on the basis of 7 hours 37 minutes per day. An employee taking any of these types of leave during a 9-day fortnight is still entitled to the RDO.
- 2.9 Should an employee take sick leave, or any combination of the leave described in the foregoing clause, for a period of 10 days within that two-weekly block then sick leave will be calculated on the basis of normal hours, ie. 7 hours per day, and the employee will not be entitled to a day off.
- Relief
- 2.10 No relief will be provided for employees on their rostered day off. It is understood that the employee's absence will be covered by other employees in the section.

### Job Share

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

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

### **3. MEAL BREAK**

All employees working more than 5 hours in a day are entitled to a meal break. Employees working full-time shall take a lunch break of not less than 30 minutes nor more than 1 hour between the hours of 12pm and 2pm. This can be varied by arrangement between the parties.

### **4. MORNING AND AFTERNOON TEA BREAKS**

- 4.1 Employees employed for more than 6 hours shall be allowed 2 periods of 10 minutes each day, morning and afternoon, for the purpose of taking a morning and afternoon tea break.
- 4.2 Employees employed for less than 6 hours shall be allowed one period of 10 minutes, either in the morning or afternoon as appropriate, for the purpose of taking a morning and afternoon tea break.
- 4.3 There will be at least one staff member on duty in every section during the period of the tea break. This is to ensure that any enquiry or request for assistance directed to the section during a tea break receives a comprehensive response.
- 4.4 Facilities and ingredients (tea, coffee, milk and sugar) shall be provided for employees by the Federation for morning tea, lunch and afternoon tea.

### **5. SMOKING AT WORK**

For OHS reasons the Federation maintains a smoke free environment during working hours.

### **6. PAYMENT OF SALARIES**

- 6.1 Subject to satisfactory completion of any probationary period, salaries
- (i) for full-time permanent employees are to be paid based on the agreed schedule as attached in accordance with the Skills Based Classification Structure Matrix agreed between the Federation and the Staff on 1 July 1996.
  - (ii) for permanent part-time employees and job-share employees are to be paid pro rata based on the agreed schedule as attached in accordance with the Skills Based Classification Structure Matrix agreed between the Federation and Staff on 1 July 1996.
  - (iii) for casual employees are to be paid on an hourly rate by dividing the appropriate classification by [hours] with a 25% loading
- 6.2 Salaries shall be paid by Electronic Funds Transfer (EFT) to an account nominated by each employee during the working hours no later than Wednesday of each alternate week and shall be made up to and including the Thursday of the current week in which payment is made.
- 6.3 Overtime shall be paid within 14 days after the end of the week in which overtime is worked.

## **7. VARIATION IN SALARIES**

In the event of any variation in National Wage (“NWC”) decisions providing for increased rates to compensate all or specific groups of workers, the rates in this Agreement shall be adjusted accordingly provided that staff wage rates have not already received an increase in a wages agreement with the Federation in which case the NWC increase shall apply only to the extent that it exceeds, if at all, such wages agreement.

## **8. MEAL ALLOWANCE**

- 8.1 A meal allowance, as provided for Officers and members of Executive, in addition to overtime pay, shall be paid to full-time employees who continue to work:
- 1 hour after their normal finishing time Monday to Friday (tea money); and
  - beyond 5 hours after their normal finishing time (tea money);
  - after 12pm Saturday and Sunday (lunch money);
  - 1 hour after their normal finishing time Saturday and Sunday (tea money).
- 8.2 A meal allowance, as provided for Officers and members of Executive, in addition to overtime pay, shall be paid to part-time employees who continue to work:
- 1 hour after their normal finishing time, if the hours worked exceed 7 hours, Monday to Friday (tea money); and
  - beyond 5 hours after their normal finishing time if the hours worked exceed 7 hours, (tea money);
  - after 12pm Saturday and Sunday (lunch money);
  - 1 hour after their normal finishing time Saturday and Sunday (tea money).
- 8.3 Employees shall not work beyond 1.5 hours of their normal finishing time without stopping for an unpaid meal break of at least 30 minutes. Employees shall receive tea money allowance for this meal break.

## **9. OVERTIME**

- 9.1 A payment shall be made at the rate of time and a half for the first 2 hours of all authorised overtime worked before the employee's normal starting time or after their normal finishing time, Monday to Friday, as prescribed in Clause 1 (Hours).
- 9.2 Payment shall be made at the rate of double time for all authorised overtime worked:
- after the first 2 hours, Monday to Friday;
  - for all time worked on a Saturday; and
  - for all time worked on a Sunday.
- 9.3 Payment shall be made at double time for all authorised time worked on a public holiday as prescribed by Clause 16 (Public Holidays) except Christmas Day and Good Friday. In addition to the double time for that day, a day in lieu will also be provided
- 9.4 Payment shall be made at the rate of triple time with a day in lieu for all authorised time worked on Christmas Day and Good Friday.

### Job Share

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

## **10. TRANSPORT, TRAVEL ARRANGEMENTS AND EXPENSES**

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

## **11. PERFORMANCE OF HIGHER DUTIES**

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

## **12. FIRST AID ALLOWANCE**

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

## **13. CONFIRMATION OF PERMANENT EMPLOYMENT**

All permanent employees are employed with a probationary period of 3 months. This probationary period is subject to the conditions outlined in the Probationary Procedures (Clause 15). Confirmation of permanency will be provided in writing by the employer at the satisfactory completion of the probationary period.

## **14. VACANCIES (NEW OR ALTERED POSITIONS)**

- 14.1 Where:
- (iv) a vacancy in a position classified in accordance with Schedule 1 hereto is to be filled, or
  - (v) a new position created
- such a position will be filled within 2 weeks of the vacancy occurring wherever possible.
- 14.2. All permanent employees shall be informed when the vacancy occurs and be given the opportunity to apply in writing and be considered for such a position. Applications from permanent employees will

be considered where employees feel they are capable of carrying out the duties required even if not fully qualified in accordance with the job specifications.

The exception to 14.2 is job share vacancies where the other job share person will be given first option of accepting the position on a full-time basis. If that option is not exercised the processes in this clause will be followed.

14.3 If a long-term relief position of longer than 6 weeks becomes available, then permanent employees should be given the opportunity to apply to act in the vacant position in the first instance before relief is sought externally. Appointment to such a relief position is subject to the Federation's priorities and is in the absolute discretion of the General Secretary.

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

14.5 Unchanged vacant positions will be filled as per the Clause 14.8 (Staffing Guidelines).

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

- 2 Management Representatives
- 2 Staff Representatives

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

14.8 The matrix will be updated to include new or altered position/s and distributed to Staff. Appeals must be lodged within 5 working days.

14.9 Staffing Guidelines

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

- (i) The offer of transfer to employees in redundant positions where the employee has the appropriate skills and qualifications. Appropriate and reasonable training at the Federation's expense will be available to facilitate such transfer.
- (ii) The offer to employees returning from leave without pay ("LWOP"), provided that Staff member/s concerned are qualified to hold the position/s.
- (iii) Advertise internally.

14.9.2 Where a vacancy is not filled in accordance with 14.9.1, casual employees shall be informed that the position is vacant. Casual employees who are qualified and express interest, may be considered for the position before the position is advertised outside the Federation.

14.9.3 Where a vacancy is not filled in accordance with 14.9.2, advertise externally.

14.9.4 The selection panel to fill a position under 14.9 will include either an employee from the section where the vacancy occurs or an employee representative, except in circumstances where this could prove impractical (eg. Regional Offices).



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

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

## **15. PROBATIONARY PROCEDURES**

15.1 A person appointed to a vacant position serves a three-month probation period before being confirmed in the position, except for permanent employees applying for a position in which that employee has already worked satisfactorily on a relieving or acting basis for 3 months or more, in which case the probationary period may be waived upon their successful appointment to the position, subject to agreement by all parties.

15.2 The probationary period is applicable to the following categories:

15.2.1 new employees;

15.2.2 current employees being appointed to another permanent position;

15.2.3 current employees appointed to relieve or act long-term ie. 6 months or more in a position in which they have not previously worked satisfactorily.

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

15.4 In relation to points 15.2.2 and 15.2.3 above, the employee's existing position will not be filled substantively until the employee is confirmed in the new position.

15.5 The probationary procedures will endeavour to:

15.5.1 Determine whether the employee satisfies the criteria for the position and can perform the skills required of the position before the position is offered permanently.

15.5.2 Provide the employer an opportunity to review the employee's work performance and their suitability for the position.

15.5.3 Present the employee the same opportunity to assess the position and/or workplace and either accept or decline the position.

15.6 During the probation period, the Federation will:

15.6.1 Provide a Position Description for the position.

15.6.2 Advise that upon the satisfactory completion of the probationary period, the new employee can elect to work nine-day fortnight hours.

15.6.3 Provide formal induction and training, subject to Federation's Training Policy, in the operation of the Federation generally and the duties of the position.

- 15.6.4 Formally notify and discuss with the employee any performance related issues immediately or within seven working days of the occurrence. Seek an agreed resolution with the employee and document the issue and resolution.
  - 15.6.5 Implement agreed resolutions that are the responsibility of the Federation.
  - 15.6.6 Provide the employee with a monthly review of her/his performance.
  - 15.6.7 Confirm the employee in writing in the position within seven working days of successful completion of the probation period and on the written advice of the section AGS or Coordinator.
- 15.7 During the probation period the employee will:
- 15.7.1 Raise any issue that may affect his/her ability to perform the duties of the position. It is advisable that such issues are raised informally, in the first instance, with the USU employee representative.
  - 15.7.2 Request, subject to Federation's Training Policy, any internal or external training that she/he may consider appropriate to perform the duties of the position.
  - 15.7.3 Have the right of written reply to any performance related issues raised.
  - 15.7.4 Participate in the monthly reviews.
  - 15.7.5 Have the USU Staff Representative or a support person of the employee's choice present at discussions about performance related issues, at monthly reviews.
  - 15.7.6 Implement any agreed resolutions for which he/she may be personally responsible.
- 15.8 Monthly Reviews may involve the following people:
- The employee;
  - Employee Relations Coordinator;
  - The section AGS or Coordinator;
  - The USU Staff Representative or a support person of the employee's choice.
- 15.9 The monthly reviews will be conducted as follows:
- 15.9.1 After 4 weeks, the employee will be notified in writing by the Employee Relations Coordinator of her/his overall performance.
  - 15.9.2 Any issues causing concern will be identified in this written advice and discussed at a subsequent meeting. Resolutions will be negotiated and agreed. Advice will be sought from the Section AGS or Coordinator and the employee's performance in relation to the position description will be considered.
  - 15.9.3 After a further 4 weeks, there will be a further review as in Step 2 above. The employee will be notified in writing by the Employee Relations Coordinator of any issues causing concern. The employee will be advised that any issues remaining unresolved by the third monthly review may lead to termination of the appointment.
- 15.10 At the end of three months, the employee will be formally notified of his/her overall performance and the review finalised.

- 15.11 At the end of a probationary period new employees:
- 15.11.1 If the probationary period has been successfully completed will have their appointment confirmed.
  - 15.11.2 If it is determined that there are areas of concern which can be addressed by additional training, the probationary period may be extended by a further 3 months to allow such training to be undertaken successfully.
  - 15.11.3 If there are unresolved issues outlined in the review that have not been addressed satisfactorily, the appointment is to be terminated, with 2 weeks' notice or payment in lieu if the parties agree that this is more appropriate in the circumstances.
- 15.12 At the end of a probationary period existing employees:
- 15.12.1 If the probationary period has been successfully completed will have the appointment confirmed to either a substantive position or to a long- term relief position.
  - 15.12.2 If it is determined that there are areas of concern which can be addressed by additional training, the probationary period may be extended by a further three months to allow such training to be undertaken successfully.
  - 15.11.3 If there are unresolved issues outlined in the review that have not been addressed satisfactorily, the employee will resume their substantive position.
- 15.13 Records will be kept of each review and be available to the General Secretary and those involved in the review process.

## **16. PUBLIC HOLIDAYS**

- 16.1 New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labor Day, Christmas Day, Boxing Day and any other day gazetted as a public holiday for the State shall be holidays for the purpose of this Agreement.
- 16.2 Permanent part-time employees will be entitled to payment for public holidays where the holiday would normally have been a working day for the employee.
- 16.3 Casual employees will be entitled to payment for public holidays if the normal working day both sides of the public holiday are worked, and if the public holiday would normally have been a working day for the employee.
- 16.4 Job share employees shall be entitled to payment for public holidays on a pro rate basis by agreement between the job sharers.

### Industry Picnic Day

- 16.5 For permanent employees the Industry Picnic Day will be regarded as a Public Holiday and taken in the current year. This day can be taken at the employee's discretion in consultation with the relevant AGS or Section Supervisor.

### Easter Thursday

- 16.6 A roster of employees will be provided for the afternoon of the Thursday prior to the Good Friday public holiday. The roster will be drawn up in consultation with the General Secretary. Employees

who work that afternoon will be entitled to take a ½ day of leave in lieu before the end of June in the current year.

## **17. SICK LEAVE**

17.1 Permanent full-time employees shall be entitled to 20 working days in each calendar year of service on full pay, subject to satisfactory evidence to the employer for more than 3 consecutive days' leave.

17.2 Permanent full-time employees with less than 1 year service shall be entitled to sick leave at the following rates on a pro rata basis. For the first:

- 3 months 5 days                      8 months 13 days
- 4 months 6.5 days                    9 months 15 days
- 5 months 8.0 days                    10 months 16.5 days
- 6 months 10 days                    11 months 18 days
- 7 months 11.5 days

17.3 Permanent part-time employees (including job share employees) shall have sick leave entitlement under Clause 17.1 or 17.2 calculated pro rata according to the employees working hours:

17.4 Casual employees are not entitled to sick leave.

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

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

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

- 3 months 2.5 days
- 6 months 5.0 days
- 9 months 7.5 days

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

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

17.9 Appointments for normal treatment by a doctor, dentist, chiropractor, osteopath, or physiotherapist should be made outside of working hours where possible. Sick leave will be granted for an absence during working hours where an employee is sick and/or where urgent treatment is required.

17.10 Sick Leave can be taken in quarter (¼), half (½) or full day increments only.

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

## **18. ANNUAL LEAVE**

- 18.1 Full-time employees excluding casuals shall be granted annual leave of 6 weeks including up to 2 weeks for the Christmas/New Year break shutdown.
- 18.2 Permanent part-time employees (including job share employees) excluding casuals shall be granted annual leave of 6 weeks including up to 2 weeks for the Christmas/New Year break shutdown. The annual leave entitlement shall be paid pro rata by reference to the particular part-time employee's ordinary time weekly earnings.
- 18.3 Casual employees are not entitled to annual leave.
- 18.4 For all employees, the amount of leave must not accumulate beyond 12 weeks.
- 18.5 17.5% loading will be paid on 4 weeks' annual leave.
- 18.6 For periods of employment less than 12 months, annual leave shall be calculated on a pro-rata basis.
- 18.7 Applications for annual leave should be lodged at least 2 weeks before leave is required. Extenuating circumstances shall be considered.
- 18.8 Annual Leave can not be taken in hours or on half pay.

## **19. LONG SERVICE LEAVE**

- 19.1 Long service leave for permanent employees shall be granted in accordance with the following provisions:
- 19.1.1 After 10 years' permanent service, continuous or broken, 13 calendar weeks leave on full pay.
- 19.1.2 For each additional year of permanent service, continuous or broken, after 10 years, 15 calendar days leave on full pay.
- 19.1.3 After 7 years' permanent service, continuous or broken, employees will have pro rata access to accrued Long Service Leave entitlements.
- 19.1.3 An employee who has completed at least 5 years permanent service and less than 10 years and whose services are terminated or cease for any reason shall be paid a pro-rata amount on the basis of 3 months for 10 years of service.
- 19.2 Applications for long service leave should be made in writing at least 4 weeks prior to the commencement of the leave. Variation or changes following commencement of leave must be made in writing at least 4 weeks in advance.
- 19.3 In the case of the death of an employee the Federation shall pay to the employee's legal personal representative the monetary value of that employee's entitlement. For the purpose of this clause the legal personal representative shall be an administrator appointed by a Court or where no such administrator is appointed such other person as the General Secretary determines will best act in the interests of the beneficiaries of the deceased.
- 19.4 Long service leave can be taken on either half or full pay.

- 19.5 Calculations of long service leave entitlements for part-time employees including job share employees shall be in accordance with the Long Service Leave Act.
- 19.6 Periods of casual employment are accredited for the purposes of long service leave after appointment to a permanent position.
- 19.7 Casual employees are entitled to long service leave as provided by the Long Service Leave Act.

## **20. PARENTAL AND ADOPTION LEAVE**

- 20.1 Permanent employees with a minimum of 12 months service and casual employees with 12 months continuous service are entitled to:
- (a) paid maternity leave of 14 weeks on full pay or 28 weeks on half pay;
  - (b) paid parental leave of one week around the birth or adoption of the child.
- 20.2 The parent with primary care giver responsibilities is entitled to a total of 12 months leave inclusive of
- (i) the period of paid leave
  - (ii) any other leave taken.
- 20.3 Continuous service by a casual employee will not be broken by public holidays or periods of approved leave.
- 20.4 Regular casual employees who have worked on a regular and systematic basis for more than 2 yrs and have a reasonable expectation of on-going employment on that basis with the employer, but are not entitled to paid maternity leave, are entitled to 12 months unpaid maternity leave.
- 20.5 Payment of maternity leave may be made:
- (i) in a lump sum on commencing leave; or
  - (ii) by fortnightly payments.
- If option (ii) is chosen and the employee is also taking unpaid leave, fortnightly payments may be made at half pay if the employee requests.
- The rate of pay at which maternity leave will be calculated is with reference to the 6 weeks prior, and 8 weeks subsequent, to the anticipated date of birth or adoption.
- 20.6 Part-time employees with a paid parental leave entitlement shall be paid pro rata by reference to the particular part-time employee's ordinary time weekly earnings.
- 20.7 Permanent employees with less than 12 months service are eligible for 12 months parental or adoption leave without pay.
- 20.8 Casual employees with less than 12 months continuous service may be eligible for unpaid parental leave under certain circumstances and in the absolute discretion of the General Secretary.
- 20.9 Maternity leave can commence up to 6 weeks prior to the anticipated date of birth or adoption and will extend to a maximum of 12 months from the date that leave commences. The 12 months is inclusive of all leave taken.
- 20.10 Employees on maternity leave may use other types of paid leave to which they are entitled under the Agreement (for example annual leave and long service leave) to cover all or part of the period of

absence not covered by paid maternity leave.

- 20.11 The period of maternity leave shall count as service for all purposes, except that the period to count as service for the purpose of annual leave is limited to 26 weeks or, if the total period of paid leave (including paid parental leave) exceeds 26 weeks, then such longer period applies.
- 20.12 Applications for maternity leave, parental leave and adoption leave should be made in writing and at least 4 weeks prior to the anticipated commencement of the leave. Applications should be accompanied by appropriate documentation confirming the expected date of birth or adoption. Where an employee commences parental leave that is less than 12 months in total that employee will be entitled to one extension of that leave provided that:
- (i) the application is made at least 2 weeks before the anticipated date for return to work;  
and
  - (ii) the extension of leave does not extend the total leave so that it exceeds 12 months from the date leave commenced

Where an employee commences leave that is more than 12 weeks, and applies to return to work at an earlier date than intended, that application will be considered in the absolute discretion of the General Secretary.

## **21. FAMILY AND COMMUNITY SERVICE LEAVE (“FACS”) AND PERSONAL CARERS LEAVE**

21.1 Up to 5 days paid leave per calendar year may be available to permanent employees as family and community service leave. The granting of FACS leave is in the discretion of the General Secretary. FACS leave is primarily intended to permit employees to respond to an emergency situation including:

- illness in the family
- the illness of aged parents
- funerals for relatives or at the discretion of the General Secretary
- family law court proceedings where property or custody of children are involved
- floods
- bush fires
- being snowed in
- removal of residence (in special circumstances)

Such leave could also be used in the event of planned absence for family and community service responsibilities where some advance notice is given.

### 21.2 Bereavement Leave

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

When FACS leave has been exhausted Staff shall be entitled to use any current sick leave to credit or any cumulative sick leave accrued from the past 3 years to provide care and support for persons as described in Clause 21.4 of this Agreement when they are ill. This period is determined as being the 3 years immediately preceding the first day of the personal carer's leave. Such leave may be taken for part of a single day.

- 21.3 Staff shall, if required, establish by production of a Medical Certificate or Statutory Declaration the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this sub-clause where another person has taken leave to care for the same person.

- 21.4 The entitlement to use sick leave in accordance with this sub-clause is subject to the employee being responsible for the care and support of the person concerned, the person concerned being:
- 21.4.1 a spouse of the employee;
  - 21.4.2 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;
  - 21.4.3 a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee;
  - 21.4.4 a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis;
  - 21.4.5 a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
    - "relative" means a person related by blood, marriage or affinity;
    - "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
    - "household" means a family group living in the same domestic dwelling.
- 21.5 An employee shall, wherever practicable, give the employer notice prior to their intention to take leave, including:
- name of the person requiring care;
  - their relationship to the employee;
  - reasons for taking such leave; and
  - estimated length of the absence.
- 21.6 If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the first day of absence.

## **22. LEAVE WITHOUT PAY ("LWOP")**

- 22.1 Applications from permanent employees for periods of LWOP will be considered by the General Secretary in cases where employees have more than 2 years service.
- 22.2 For employees with less than 2 years service the General Secretary will consider applications for short periods of LWOP. This should be supported by a written explanation of the special circumstances involved.
- 22.3 Acceptance should not be assumed.
- 22.4 Applications for LWOP should be made in writing at least 4 weeks prior to the intended commencement of the leave. Variation or changes following commencement of leave must be made in writing at least 4 weeks in advance.
- 22.5 The maximum period of LWOP on any one occasion is 12 months.
- 22.6 The cumulative maximum period of LWOP, including periods of part-time LWOP, for any employee is 3 years.
- 22.7 If the approved LWOP is for a period of up to 6 months then the employee has right of return to their position.



- 22.8 If the approved leave is for a period of more than 6 months, the employee's position cannot be guaranteed and they will be required to relinquish their position. On return from LWOP the employee will be appointed to a position should one be available and will be given priority for the next suitable vacancy which is at the salary level of their previous position provided they are qualified to hold the new position.
- 22.9 An employee is entitled to maintain membership of the Teachers Credit Union and Health Society whilst on leave without pay but is personally responsible for contributions or payments to either body.
- 22.10 An employee who is a member of the Federation's Staff Superannuation Fund taking LWOP of 6 months or less, is entitled to continue paying contributions during their period of leave without pay, and the employer undertakes to meet its contributions.
- 22.11 Where an employee, in accordance with the rules of the Provident Fund/Superannuation Scheme, chooses to reduce their contribution to the Fund during a period of leave without pay such contributions may not be reduced below the amount necessary to maintain any death or disability insurance maintained as part of the employee's membership of the Fund.

#### Part-time Leave Without Pay

- 22.12 Applications from employees other than short-term casual employees for periods for part-time leave without pay will be considered by the General Secretary in cases where employees have more than 2 years' service.
- 23.12.1 Part-time leave without pay will only be approved for a period of up to 6 months.
- 23.12.2 The employee will be required to work a minimum of 3 days per week.
- 23.12.3 The employee will retain the right of return to their full-time position.

### **23. STUDY LEAVE**

- 23.1 Employees shall be granted up to one half-day per week, subject to the approval of the General Secretary, to undertake approved courses related to their work or future work in the Federation.
- 23.2 This clause is to be implemented consistent with the Federation's Training Policy (Schedule 2) in conjunction with the endorsed decision of the Training Committee and the General Secretary.

### **24. JURY DUTY**

- 24.1 Where an employee is required to perform duty as a juror their salary will continue to be paid by the employer. Where the employee receives payment in lieu of wages or salary for jury duty performed, this payment will be paid to the employer.
- 24.2 An employee is still entitled to claim from the Sheriff's Office out of pocket expenses whilst serving on a jury panel.

## **25. WORKERS COMPENSATION**

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

## **26. TRADE UNION TRAINING**

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

## **27. UNION MEMBERSHIP**

The Federation and Staff Representative/s believe it appropriate that all employees covered by this Agreement be members of the USU.

The USU Staff Representative/s to a maximum of three (3) shall be entitled, on application to the General Secretary, to one half-day per month on paid leave to perform any duties associated with this role in line with the ACTU's Charter of Delegates' Rights. Such leave may be accumulated up to 2 days.

## **28. STAFF MEETINGS**

Staff who are members of the USU shall be entitled to a meeting of 1 hour's duration per month, providing that the time and staffing arrangements are agreed upon by the Staff Representative/s and the General Secretary.

## **29. TERMINATION OF EMPLOYMENT**

- 29.1 Permanent and permanent part-time employment may be terminated by 2 week's notice on either side, or by payment of or forfeiture of 2 weeks' pay in lieu of notice.
- 29.2 Casual employment may be terminated by one hours notice on either side, or by payment of or forfeiture of one hours pay in lieu of notice.
- 29.3 On the termination of employment, the Employer shall, at the request of the employee, give such employee a statement signed by the Employer, stating the period of employment and when employment terminated.

## **30. REDUNDANCY**

- 30.1 When it is necessary to make employees redundant the Federation shall in the first instance offer voluntary redundancy with timelines and the opportunity for staff to express interest in redundancy "without prejudice" to their current positions.
- 30.2 The future staffing needs of the Federation will be considered in the light of these expressions of interest in voluntary redundancy.
- 30.3 The transfer of staff across sections will be considered where the staff member has the appropriate skills or qualifications.
- 30.4 Appropriate and reasonable training at Federation's expense will be available to facilitate such transfer.

- 30.5 Exploration of alternate job location in related organisations will occur.
- 30.6 There will be appropriate counselling at Federation's expense.
- 30.7 Federation reserves the right to nominate areas and positions for redundancy on the basis of a review of current needs and following offers of voluntary redundancy.
- 30.8 Redundancy payments will be as follows:
- 30.8.1 4 weeks severance pay; plus
- 30.8.2 2 weeks pay for each year of service; plus
- 30.8.3 an additional benefit for staff 45 years of age and over (based on total years of service) as follows:
- 1 day for each year of service between 0 - 10 years, then;
  - 1½ days for each year of service between 11 - 20 years, then;
  - 2 days for each year of service beyond 21 years.

## **31. OTHER DUTIES**

- 31.1 Employees before accepting a position shall be informed of the duties and salary of the position.
- 31.2 The Staff agree that they shall provide assistance in the various sections of the Federation when required because of extra workloads in particular areas or a reduced workload in their own area of responsibility. Employees shall be given an opportunity to learn the skills required to undertake duties within the Federation office.
- 31.3 Employees will receive their normal salary when carrying out duties that attract a lower rate of pay and will receive the benefits of Clause 11 (Performance of Higher Duties) when performing higher duties.
- 31.4 The General Secretary shall be responsible for the implementation of this clause and will consult with the Staff member and Officer/Supervisor concerned.

## **32. TECHNOLOGICAL CHANGE**

- 32.1 For the purpose of the Agreement technological change means the introduction, alteration or replacement of computers (communications equipment and other new equipment) or work organisation ancillary to the use of such equipment.
- 32.2 Computer means an electronic device which is capable of receiving facts or data, processing or performing calculations on that data and delivering answers or information in the required format for use by a person or to control the operations of another machine or computer.
- 32.3 The USU seeks active participation in the decision-making processes regarding technological change and the participation of affected members in such decision-making.
- 32.4 All information required to enable a full evaluation of proposed technological change must, in the first instance, be provided to the USU's elected Staff Representative(s) on the Technology Committee and consultation relative to any aspect of this shall take place from the contemplative stage onwards and continue through the development, implementation and post-implementation stages.
- 32.5 No decision relating to any part of the process of change to work organisation, job structure or technology shall take place without the above and without the provision of satisfactory information,

consultation and agreement between NSW Teachers Federation and employees.

- 32.6 Employees agree to undertake any necessary reviews of existing work organisation. Agreed changes in work organisation required to effect technological change will be implemented by employees.
- 32.7 The Federation will ensure that occupational health and safety questions associated with technological change will be addressed, including, but not limited to, a proper provision of furniture, lighting and appropriate testing arrangements.
- 32.8 Federation will provide a proper level of training for staff required to use any equipment that the Federation, in agreement with employees, decides to install. Where necessary, retraining will occur for employees whose work is affected by technological change.
- 32.9 To facilitate skill development and multi-skilling, the Federation agrees to provide:
- Introductory information and training for all employees;
  - Appropriate training for adequate numbers of employees needed to relieve or back-up staff whose positions require the use of new technology;
  - Appropriate training for employees successful in their application to fill an existing position.
- 32.10 No position should be diminished in quality of work or responsibility as a result of new technology. Elected officers or salaried staff will have access to the use of new equipment and where this is likely to diminish the scope or the responsibility of the work of an employee, the Federation will ensure that appropriate compensatory changes are made to the organisation of the work of that employee.
- 32.11 The Federation agrees that no permanent full-time or permanent part-time person employed by the Federation now or in the future will lose their employment as a result of technological change.
- 32.12 The Federation agrees that in some circumstances and where appropriate an employee's acquisition and use of new computer-related skills may require a reclassification and/or upgrading of that employee's position. The issue of reclassification will be dealt with in accordance with the provisions in Clause 34.
- 32.13 Employees shall have one elected representative on the Technology Committee. When the representative is unable to attend meetings an alternate representative can attend. The Federation is to arrange internal relief/back-up where necessary in order to allow the employee representative on the Committee to attend meetings and carry out work associated with the Committee.

### **33. EYE CARE**

- 33.1 The Federation acknowledges that employees in certain circumstances may require eye testing in relation to their work with computers.
- 33.2 If glasses are prescribed for staff working specifically with computers and where no other reimbursement is available from a Health Fund, the Federation will pay for the glasses.
- 33.3 Where there is a charge for the eye test then the Federation will also consider reimbursement of this charge.
- 33.4 The Federation Health Society rates will be applicable for the reimbursement of the eye test charge and for the glasses prescribed.
- 33.5 Equipment installed will be in accordance with Australian Standards Association to ensure compliance with accepted tolerance levels.
- 33.6 The WorkCover standard is accepted as the monitor of radiation levels, glare, and reflection.

- 33.7 The Federation will be responsible for ensuring that the lighting and equipment meets the standard and needs for all employees.
- 33.8 All employees will be encouraged to take appropriate breaks from looking continuously at their computer screens.

### **34. SKILLS BASED CLASSIFICATION STRUCTURE ("SBCS")**

- 34.1 The Federation and the Staff have agreed and implemented a SBCS effective from 30 June 1996.
- 34.2 Any employee who was graded at a level which carried a lower salary was identified. The employee continues to receive all future wage adjustments while employed in the position they held at the date of implementation. When that position is vacated by the incumbent, it will revert to the rate of pay applicable under the Skills Based Classification.
- 34.3 No identified employee shall be forced or requested to vacate their position because of these processes.
- 34.4 The Federation and Staff have agreed that a review of the SBSC will begin within 6 months of the commencement of this Agreement to be undertaken in conjunction with an external party.

#### Position Reclassification Process

- 34.5 The Federation and employees acknowledge that there are special circumstances where the nature of the work in an employee's position may change and this may require a review of the position and its skills against the skills matrix and the position's ranking.
- 34.6 The change can be identified by the employee or be proposed by or arise from changes introduced by the Federation.
- 34.7 The following guidelines for the position/skills review as outlined in the Position Reclassification Process will apply:
- 34.7.1 The employee's supervisor and/or Employee Representative may advise in regard to the employee's review.
- 34.7.2 The review submission will be referred to the General Secretary and be considered by the SBCS Review Committee. The Committee will comprise 2 elected Employee Representatives and 2 Employer Representatives nominated by the General Secretary.
- 34.7.3 The review committee members will be familiar with the SBCS and the positions in the structure and their ranking.
- 34.8 The basis of a successful review will depend upon the following being agreed to:
- 35.7.1 Identification of new skills;
- 35.7.2 Comparison of new skills to existing skills;
- 35.7.3 The ranking of new skills within the structure; and
- 35.7.4 The new skills being a new requirement for the position.
- 34.9 The Committee will refer its recommendation to the General Secretary within 15 working days.
- 34.10 A General Secretary decision will be made within 10 working days of the submission being referred to the General Secretary.

- 34.11 Where a submission is successful the position description shall be amended to include the new skill/s, if appropriate.
- 34.12 Where an entirely new skill, not currently on the Matrix is identified, and agreed to, then the Matrix will be amended to include the new skill/s.
- 34.13 A salary review and adjustment may follow.
- 34.14 Where submission is not successful, a copy of the Committee's recommendation and advice from the General Secretary may be sought.

### **35. SALARY PACKAGING**

Salary packaging is available through the Federation.

### **36. ANTI DISCRIMINATION CLAUSE**

It is the intention of the parties bound by this award to seek to achieve the object of 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.

It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this award the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this award 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 award which, by its terms or operation, has a direct or indirect discriminatory effect.

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 or unlawful discrimination or harassment.

Nothing in this clause shall be taken to affect:

- (a) any conduct or act which is specifically exempted from anti discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propogate religion which is exempted under section 56(d) of the Anti Discrimination Act 1977;
- (d) a party to this award from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

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.

### **37. JOB SHARE**

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

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

the need to share information, guidelines are to be established to ensure the flow of work and information of both employees.

Process

- 37.3 The job share arrangement should be determined through consultation between the appropriate Assistant General Secretary, Section Supervisor, the Manager (Systems/Personnel) and the USU Staff Representatives.
- 37.4 Job share partners should have a clear understanding of the guidelines which are agreed including provisions relating to changes in job share arrangements and the duration of arrangements. An agreed review process will be determined and take place no later than six months following the commencement of the arrangement. Notwithstanding this review, any of the parties may raise issues of concern relating to the arrangement at any time.
- 37.5 All job share arrangements shall be voluntary and no employee will suffer any disadvantage as a result of refusing to enter into a job share arrangement.

**38. GENERAL**

- 38.1 Nothing in this Agreement shall operate to reduce or lessen the conditions and salaries enjoyed by persons employed by the Federation at the date of operation of this Agreement.
- 38.2 The Clerks (State) Award will continue to regulate all other conditions of employment not otherwise covered by this Agreement.
- 38.3 The 2000 Revised Training Policy is at schedule 2 and forms part of this Agreement.
- 38.4 The Grievance Procedures is at schedule 3 and forms part of this Agreement.
- 38.5 The Acceptable Use Policy for Information Technology Systems is at Schedule 4 and forms part of this Agreement.
- 38.6 A change of employment from permanent full-time to permanent part-time (including job share), or vice versa, does not break continuity of service. All accrued benefits are transferable, where appropriate on a pro rata basis.

**39. DURATION OF AGREEMENT**

This Agreement shall have effect on and from 1 January 2006 until 31 December 2008. Re-negotiations of the terms of this Agreement shall commence no later than 3 calendar months prior to the date of termination.

**40. FINALISATION OF NEXT AGREEMENT**

This Agreement shall be finalised within three (3) months after 1 December 2008

.....  
Barry Johnson

.....  
**WITNESS**

**NSWTF General Secretary**

.....  
 Brian Harris  
**United Services Union General Secretary**

.....  
**WITNESS**

.....  
 Michael Want  
**United Services Union Executive President**

.....  
**WITNESS**

Dated this ..... day of ....., .....  
 Month Year

**SCHEDULE 1**

Lvl	Position	Perm.	Casuals	Perm.	Casuals	Perm.	Casuals
		@ 01/01/06	per hr @ 01/01/06	@ 01/01/07	per hr @ 01/01/07	@ 01/01/08	per hr @ 01/01/08
2	Distribution Clerk - Mail Delivery	\$42,767.16	\$29.37	\$44,477.85	\$30.55	\$46,256.96	\$31.77
2*	Distribution Clerk	\$45,707.70	\$31.39	\$47,536.01	\$32.65	\$49,437.45	\$33.95
3	Administration Clerk - Industrial / Research	\$47,756.65	\$32.80	\$49,666.92	\$34.11	\$51,653.60	\$35.48
3	Switchboard Operator	\$47,756.65	\$32.80	\$49,666.92	\$34.11	\$51,653.60	\$35.48
3	Membership Clerk	\$47,756.65	\$32.80	\$49,666.92	\$34.11	\$51,653.60	\$35.48
4	Records Clerks (2)	\$49,895.03	\$34.27	\$51,890.83	\$35.64	\$53,966.47	\$37.06
4	Distribution Clerk - Mail / Express Bags	\$49,895.03	\$34.27	\$51,890.83	\$35.64	\$53,966.47	\$37.06
5	Library Assistants (4)	\$52,033.36	\$35.74	\$54,114.70	\$37.17	\$56,279.28	\$38.65
6	Ballots Coordinator	\$53,102.56	\$36.47	\$55,226.66	\$37.93	\$57,435.73	\$39.45
7	Distribution Clerk - Fax & Print Operator	\$54,171.73	\$37.21	\$56,338.60	\$38.69	\$58,592.14	\$40.24
7	Membership Operator	\$54,171.73	\$37.21	\$56,338.60	\$38.69	\$58,592.14	\$40.24
7	Committee / Function / SIG Coordinator	\$54,171.73	\$37.21	\$56,338.60	\$38.69	\$58,592.14	\$40.24
8	Travel Coordinator	\$55,027.09	\$37.21	\$57,228.17	\$38.69	\$59,517.30	\$40.24
8	Womens Coordinator Secretary	\$55,027.09	\$37.79	\$57,228.17	\$39.31	\$59,517.30	\$40.88
8	TAFE Organisers Secretary	\$55,027.09	\$37.79	\$57,228.17	\$39.31	\$59,517.30	\$40.88
8	TAFETA / Multicultural Officer's Secretary	\$55,027.09	\$37.79	\$57,228.17	\$39.31	\$59,517.30	\$40.88



8	Welfare Secretarys (3)	\$55,027.09	\$37.79	\$57,228.17	\$39.31	\$59,517.30	\$40.88
8	Organisers Secretarys (2)	\$55,027.09	\$37.79	\$57,228.17	\$39.31	\$59,517.30	\$40.88
8	Research Secretary	\$55,027.09	\$37.79	\$57,228.17	\$39.31	\$59,517.30	\$40.88
9	Accounts Clerks - Payable (1)	\$55,882.41	\$38.38	\$58,117.70	\$39.92	\$60,442.41	\$41.51
9	Publications Secretary	\$55,882.41	\$38.38	\$58,117.70	\$39.92	\$60,442.41	\$41.51
9	Industrial Secretary	\$55,882.41	\$38.38	\$58,117.70	\$39.92	\$60,442.41	\$41.51
9	Membership Secretary	\$55,882.41	\$38.38	\$58,117.70	\$39.92	\$60,442.41	\$41.51
9	Communications Advisers (3)	\$55,882.41	\$38.38	\$58,117.70	\$39.92	\$60,442.41	\$41.51
10	Association Secretary	\$57,022.87	\$39.16	\$59,303.78	\$40.73	\$61,675.93	\$42.36
10	Accounts Clerks (2)	\$57,022.87	\$39.16	\$59,303.78	\$40.73	\$61,675.93	\$42.36
10	Regional Office Coordinators (11)	\$57,022.87	\$39.16	\$59,303.78	\$40.73	\$61,675.93	\$42.36
10	Trade Union Training Secretary	\$57,022.87	\$39.16	\$59,303.78	\$40.73	\$61,675.93	\$42.36
11	Distribution Coordinator	\$58,448.46	\$40.14	\$60,786.40	\$41.75	\$63,217.85	\$43.42
11	Legal Cases Secretary	\$58,448.46	\$40.14	\$60,786.40	\$41.75	\$63,217.85	\$43.42
12	Payroll Clerk	\$60,586.80	\$41.61	\$63,010.27	\$43.28	\$65,530.68	\$45.01
12	Membership Coordinator	\$60,586.80	\$41.61	\$63,010.27	\$43.28	\$65,530.68	\$45.01
12	Secretary to the AGS Schools	\$60,586.80	\$41.61	\$63,010.27	\$43.28	\$65,530.68	\$45.01
12	Secretary to the AGS Industrial / Research	\$60,586.80	\$41.61	\$63,010.27	\$43.28	\$65,530.68	\$45.01
12	Executive Coordinating Secretary	\$60,586.80	\$41.61	\$63,010.27	\$43.28	\$65,530.68	\$45.01
12	Secretary to the AGS Admin & Communications	\$60,586.80	\$41.61	\$63,010.27	\$43.28	\$65,530.68	\$45.01
12	Secretary to the Senior Vice President	\$60,586.80	\$41.61	\$63,010.27	\$43.28	\$65,530.68	\$45.01

Lvl	Position	Perm.	Casuals per hr	Perm.	Casuals per hr	Perm.	Casuals per hr
		@ 01/01/06	@ 01/01/06	@ 01/01/07	@ 01/01/07	@ 01/01/08	@ 01/01/08
12	Secretary to the AGS (Post-school Education)	\$60,586.80	\$41.61	\$63,010.27	\$43.28	\$65,530.68	\$45.01
13	Secretary to the Deputy President (Council / Conference)	\$61,299.60	\$42.10	\$63,751.58	\$43.79	\$66,301.64	\$45.54
14	President's Secretary	\$62,440.06	\$42.88	\$64,937.66	\$44.60	\$67,535.16	\$46.38
14	General Secretary's Secretary	\$62,440.06	\$42.88	\$64,937.66	\$44.60	\$67,535.16	\$46.38
15	Systems Support - Applications / Membership	\$68,427.44	\$47.00	\$71,164.54	\$48.88	\$74,011.12	\$50.83
15	Systems Support -	\$68,427.44	\$47.00	\$71,164.54	\$48.88	\$74,011.12	\$50.83

## SCHEDULE 2



New South Wales  
Teachers Federation

# Training Policy

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

#### 1. TRAINING POLICY

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

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

## 2. NATURE OF COURSES TO BE SUPPORTED

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

## 3. TRAINING COMMITTEE STRUCTURE and RESPONSIBILITIES

- 3.1 The Training Committee will comprise:
- 1 Staff elected representative (or alternate)
  - 1 Officer elected representative (or alternate)
  - 1 Systems Support – Training Coordinator
  - 1 Trade Union Training Officer
  - 1 Manager, Systems and Personnel
  - 1 Assistant General Secretary (Communications and Administration)

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

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

3.2 The Training Committee will:

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

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

- Fees
- Study Leave
- Relief

Other costs - derived from participation in the course, such as:

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

Receipts and rationales must be provided.

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

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



Recommendations on training and policy issues will be made to the General Secretary.

Decisions will be notified to applicants by the General Secretary in the fortnight following the next scheduled meeting.

- 3.5 Where an officer or staff member disagrees with the Committee's recommendation they may appeal to the General Secretary for a review.
- 3.6 The provisions of the Staff Agreements and the agreed Officers' Working Conditions will be abided by when making recommendations about training.

#### 4. INDUCTION TRAINING

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

Following are sessions proposed as part of this training:

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

### NSW Teachers Federation Grievance Procedures

#### 1. PURPOSE

These guidelines and procedures aim to:

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

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

## **2. PRINCIPLES**

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

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

## **3. DEFINITIONS**

### **3.1 Grievance**

A grievance may be about:

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

### **3.2 Aggrieved**

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

### **3.3 Respondent**

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

### **3.4 Nominated Officer**

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

## **4. RIGHTS AND RESPONSIBILITIES**

- 4.1 All parties have the right to seek assistance and representation from their relevant union.
- 4.2 All grievances are to be treated seriously, fairly and impartially.
- 4.3 The respondent has the right to know what the grievance is and to be heard in reply to the issues raised.
- 4.4 It is important that the aggrieved and respondent have input into the resolution process.

- 4.5 While the grievance resolution procedure is being followed normal work is to continue as far as possible.
- 4.6 Wherever possible grievances should be resolved in a way that is satisfactory to all those involved.
- 4.7 It is essential that confidentiality and integrity of the grievance resolution process be protected. All people involved in the process, either directly or indirectly are bound to keep all matters relating to the grievance confidential.

## 5. PROCEDURE

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

### 5.2 Step 1

In the first instance the aggrieved should inform the other party (respondent) about the substance of the grievance and the solution sought. Discussing the behaviour or administrative decision which the aggrieved may find unfair or offensive with the respondent and asking them to stop or review the decision may lead to a quick and effective resolution.

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

Both parties should attempt to resolve the grievance.

### 5.3 Step 2

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

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

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

- 5.3.1 Provide the respondent/s with a copy of the grievance and the outcomes sought and allow them time (2-3 days) for their response that may be verbal or written.
- 5.3.2 When the response has been received the nominated officer will convene a conference individually or combined with the parties and seek through discussion or negotiation resolution of the grievance.

### 5.4 Step 3

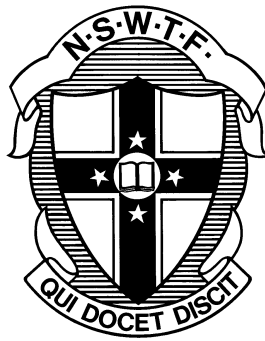
If a resolution has not been reached in step 2 then the grievance should be referred to the General Secretary with a statement to the following effect:

- 5.4.1 that a grievance exists between the parties;
- 5.4.2 that the parties have followed steps 1 and 2;
- 5.4.3 the substance of the grievance; and

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

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

NSW Teachers Federation



Acceptable Use Policy

for

Information Technology Systems

**Revised November 2005**

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

### **1. Federation Information Technology Systems**

These systems include, but are not limited to:

1. Computers;
2. Network;
3. Fax machines;
4. Photocopiers;
5. Telephones;
6. Internet;
7. E-mail;
8. Cellular Phones.

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

### **2. Monitoring**

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



### **3. Software**

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

Similarly, the Federation's various hardware devices are selected and designed to operate together in a specific manner and any unauthorised change to the way these devices operate can damage the device, damage other devices, and breach security. Users must refrain from altering the setup of, or connecting any hardware device to, Federation systems unless authorised to do so by Systems Support."

### **4. Vandalism**

Vandalism is defined as *any malicious attempt to harm, modify, and destroy other users' data, the Federation network, or other networks that are connected to the Internet backbone*. Activities of this nature are strictly prohibited. This includes, but is not limited to:

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

### **5. Harassment**

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

4. The sending of unwanted mail;
5. Posting anonymous messages;
6. Hiding or altering facilities or files.

Improper Use of Telecommunications Services:

*A person shall not knowingly or recklessly:*

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

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

### **6. Privacy**

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

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

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

## **7. Network Etiquette**

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

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

## **8. Etiquette for Listservers and Discussion Groups**

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

## **9. Encountering Controversial Material**

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

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

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

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

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

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

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