

Information about the terms and effect of the TAFE Commission of NSW Teachers and Related Employees Enterprise Agreement 2016

This document provides a brief explanation of the terms and effect of the proposed TAFE Commission of NSW Teachers and Related Employees Enterprise Agreement 2016 (**Agreement**) and is intended to highlight some of the key features of the Agreement.

It is a summary only and should be read in conjunction with the Agreement. This summary does not form part of the Agreement.

Clause	Brief Explanation of Clause
Clause 1 – Coverage	<p>The Agreement will cover:</p> <ul style="list-style-type: none"> the Technical and Further Education Commission; and the teaching and related Employees employed in the classifications under the Agreement
Clause 2 – Date and period of operation	<ul style="list-style-type: none"> The Agreement will commence 7 days after the date the Agreement is approved by the Fair Work Commission (Commencement Date) and nominally expire 3 years after the Commencement Date. The Agreement operates in conjunction with the National Employment Standards (NES) and will not exclude any provision of the NES. The Agreement operates to exclude any modern award and any other enterprise agreement (whether registered or not). The Agreement must be read in conjunction with TAFE policies, procedures and guidelines, including those referred to in this Agreement. These policies, procedures and guidelines do not form part of this Agreement. In the event of any inconsistency, the Agreement will prevail.
Clause 3 – Dictionary	<ul style="list-style-type: none"> Defines terms used in the Agreement.
Clause 4 – Dispute Resolution Procedures	<ul style="list-style-type: none"> The Dispute Resolution Procedures clause sets out the procedure for resolving disputes that arise in relation to matters under the Agreement or the National Employment Standards. A dispute resolution procedure is required under the <i>Fair Work Act 2009</i> (Cth).
Clause 5 - Deduction of Union Membership Fees	<ul style="list-style-type: none"> This clause sets out how and when the union fees can be deducted from an Employee's pay by the Employer.
Clause 6 – No further claims	<ul style="list-style-type: none"> This clause prevents further claims with respect to this Agreement being made prior to the nominal expiry date of the Agreement.
Clause 7 – Flexibility	<ul style="list-style-type: none"> TAFE NSW and an Employee may agree to enter into an individual flexibility arrangement which varies the effect of the Agreement in relation to arrangements about when work is performed, overtime and penalty rates, allowances and leave loading. Any individual flexibility arrangement must comply with the provisions of the <i>Fair Work Act 2009</i> (Cth) (including the requirement that the Employee must be better off overall under the new arrangement). An individual flexibility arrangement may be terminated by either party with 28 days' notice or at any time by agreement. A flexibility clause is required under the <i>Fair Work Act 2009</i> (Cth).
Clause 8 – Consultation	<ul style="list-style-type: none"> TAFE NSW has a duty to notify and consult with Employees about definite decisions to introduce major workplace changes that are likely to have a significant effect on those Employees.

Clause	Brief Explanation of Clause
	<ul style="list-style-type: none"> • TAFE NSW will consult with an Employee if it decides to change the Employee's regular roster or ordinary hours of work. • Employees are entitled to be represented during the consultation (including by the Australian Education Union New South Wales Teachers Federation (NSWTF) Branch (Union)). • Provides for TAFE NSW to provide information to relevant Employees during consultation. • A consultation clause is required under the <i>Fair Work Act 2009</i> (Cth).
Clause 9 – Salaries	<ul style="list-style-type: none"> • Salaries and rates of pay for staff covered by the proposed Agreement are to be paid in accordance with this clause. • This clause provides for increases in salaries and work related allowances in the following terms: <ul style="list-style-type: none"> ○ an increase in 2016 of 2.5% from the first full pay period commencing on or after 24 November 2016; ○ a further increase of 2.5% from the first full pay period commencing on or after 24 November 2017; and ○ a further increase of 2.5% from the first full pay period commencing on or after 24 November 2018.
Clause 10 - Allowances	<ul style="list-style-type: none"> • The Allowances clause sets out the allowances payable under the Agreement for: <ul style="list-style-type: none"> ○ Teachers required to accept additional responsibilities; Counsellors nominated by employer as Counsellor in Charge. ○ Education Officers who have completed 12 months service at the salary prescribed on the maximum of the common incremental salary scale and demonstrate the aptitude and abilities to warrant the additional payment. ○ Locality and related allowances in accordance with Schedule 3.
Clause 11 - Salary Progression and Maintenance	<ul style="list-style-type: none"> • This clause sets out how Permanent and Temporary Employees progress along the incremental salary scale after each 12 months of service subject to the employee demonstrating, continuing efficiency in teaching practice, satisfactory performance and professional growth.
Clause 12 - Teacher Quality	<ul style="list-style-type: none"> • The Teacher Quality clause provides for performance appraisal by annual review. • For Permanent and Temporary Employees, the TAFE Teachers and Related Employees Annual Review Policy, or its successor shall apply applies.
Clause 13 – Salary Packaging	<ul style="list-style-type: none"> • This clause provides for an Employee to enter into a salary packaging arrangement, by agreement with TAFE. • An Employee may agree to enter into a salary packaging arrangement including salary sacrifice to superannuation where they may convert up to 100% of their salary to other benefits.
Clause 14 – Initial Appointments	<ul style="list-style-type: none"> • The initial appointment of all Permanent Employees shall be for a minimum probationary period of one year. • Confirmation of an Employee's permanent appointment shall depend on completion of a satisfactory annual review.

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Clause 15 – Teaching in more than one location	<ul style="list-style-type: none"> • Teachers may be programmed to teach in more than one location, including schools. • The travelling compensation provisions may apply when a Teacher is programmed to teach in more than one location.
Clause 16 – Deferred Salary Scheme	<ul style="list-style-type: none"> • Permanent Employees may seek to join the TAFE NSW's deferred salary scheme. • Permanent Employees may defer 20% of their salary for the first four years and be paid the deferred salary in the fifth year.
Clause 17 – Compensation for Travel on TAFE Business	<ul style="list-style-type: none"> • Where an Employee is required and authorised to travel on TAFE business will receive compensation in accordance with the provisions of Schedule 5 of the Agreement.
Clause 18 – Attendance – Teachers and Counsellors	<ul style="list-style-type: none"> • The Attendance Teachers and Counsellors clause sets out standard attendance hours of Teachers, Head Teachers, Special Program Coordinators, Adult Literacy Officers, Counsellors, Advanced Skills Counsellors and Senior Counsellors. • The clause sets out the: <ul style="list-style-type: none"> ○ standard attendance hours as 35 hours per week; ○ daily span of hours is 6.00am and 10.00pm on Monday to Saturday, inclusive); and ○ attendance requirements for these classifications.
Clause 19 – Duties of Teachers	<ul style="list-style-type: none"> • The Duties of Teachers clause sets out teachers' duties, including direct teaching activities and duties related to teaching.
Clause 20 – Allocation of Duties	<ul style="list-style-type: none"> • The Allocation of Duties clause sets out the following direct teaching or counselling requirements for the following full time roles: <ul style="list-style-type: none"> ○ Teachers - 720 hours per annum; ○ Head Teachers - (excluding Head Teacher Band 3) shall be 360 or 504 hours per annum as determined by TAFE NSW; ○ Adult Literacy Officers – 324 hours per annum; ○ Special Program Coordinators and Assistant Outreach Coordinators - 216 hours per annum; ○ Counsellors and Advanced Skills Counsellors - 20 hours per week; and ○ Senior Counsellors - 14 hours per week.
Clause 21 – Approved Program	<ul style="list-style-type: none"> • The Approved Program clause provides that Teachers, Head Teachers, Adult Literacy Officers and Special Program Coordinators shall have an approved program to meet Institute needs. • An Approved Program is made up of: <ul style="list-style-type: none"> ○ direct teaching; ○ duties related to teaching, professional development, and coordination duties ○ duties related to teaching, during the five non-teaching weeks; and ○ for Head Teachers Band 1 and Band 2, administrative, leadership and management duties.

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	<ul style="list-style-type: none"> This clause sets out total annual hours requirements that may be flexibly delivered over a period of up to 12 months by Employees in these classifications.
Clause 22 – Administrative Duties	<ul style="list-style-type: none"> This clause sets out the weekly amount of administrative duties for a Head Teacher.
Clause 23 – Professional Development – Teachers	<ul style="list-style-type: none"> This clause provides for teachers to have professional development plans to be developed as part of the Annual Teacher Review process.
Clause 24 – TAFE Year	<ul style="list-style-type: none"> The TAFE Year clause provides that Institutes operate for 50 weeks in a calendar year, with a two week close down period over Christmas and New Year. This clause also sets out arrangements for the staffing of courses outside the Standard Educational Year and the taking of deferred annual leave and agreed non-attendance.
Clause 25 – Additional One Week	<ul style="list-style-type: none"> The Additional One Week clause provides that teachers may elect, by agreement, to attend up to one week of the agreed non attendance period to meet TAFE's needs. Teachers may elect to be paid for this work or to accumulate their hours.
Clause 26 – Evening Work – Counsellors	<ul style="list-style-type: none"> This clause provides that Counsellors are to receive 1.25 times their hourly salary rate where they are required to perform part of their program after 5.30pm.
Clause 27 – Time Credit	<ul style="list-style-type: none"> This clause provides for the entitlement to, and calculation of, time credit for direct teaching activities between 6.30pm and 10.00pm Monday to Friday and 6.00am to 10.00pm on Saturday. Teachers shall have their direct teaching activities reduced by one hour for every four hours of such teaching or pro rata. Teachers who are required to perform duties other than direct teaching, during the hours described above, shall be paid at 1.25 times the relevant hourly rate.
Clause 28 – Excess Teaching Hours	<ul style="list-style-type: none"> Excess Teaching Hours worked above the direct teaching hours set out in clause 21 will be paid at the excess teaching rate. This clause also provides for emergency excess hours.
Clause 29 – Sunday Work/Night Work	<ul style="list-style-type: none"> Work performed as part of an Approved program on Sunday or other days between 10.00pm and 6.00am shall be paid at the rate of double the hourly rate of the Teacher.
Clause 30 – Qualifications for Appointment	<ul style="list-style-type: none"> Qualifications for Appointment clause sets out the minimum qualifications for appointment to the classifications of Education Officer, Teacher, Counsellor, Head Teacher Band 3, Education Support Officer and Assessor.
Clause 31 – Working Conditions – Education Officers, Related Employees and Head Teachers Band 3	<ul style="list-style-type: none"> This clause sets out the general conditions of employment for the following classifications: Education Officer, Senior Education Officer, Chief Education Officer, Principal Education Officer, Curriculum Manager, Industry Specialist, Principal Officer, Quality Assurance Coordinator, Cluster Manager, Program Manager, Manager Education and Training Resource Centre and Head Teacher Band 3. These Employees are:

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	<ul style="list-style-type: none"> ○ employed on a 35 hours per week basis and may average their working hours, provided they work 420 hours every twelve weeks; and ○ entitled to professional development/study time.
<p>Clause 32 – Professional Development – Education Officers, Related Employees, Head Teachers Band 3, Education Support Officers, Assessors and Counsellors</p>	<ul style="list-style-type: none"> ● Professional Development - Education Officers, Related Employees, Head Teachers Band 3, Education Support Officers, Assessors and Counsellors are entitled to 20 hours of professional development per annum to undertake activities related to their development needs in consultation with their line manager.
<p>Clause 33 – Leave for Teachers, Related Employees, Head Teachers Band 3, Education Support Officers and Assessors</p>	<ul style="list-style-type: none"> ● Employees are entitled to adoption, maternity and parental leave in accordance with the TAFE NSW Adoption, Maternity and Parental Leave Procedures. ● Annual Leave - All Permanent and Temporary Employees are entitled to a minimum of four weeks' annual leave (accrued pro rata where Employees are employed for periods less than the equivalent full time). Employees will normally be required to take their annual leave entitlement during the first week of each of the scheduled student vacation periods. ● Annual Leave Loading - All Permanent and Temporary Employees are entitled to be paid a loading of 17.5 per cent of their wage/salary for each week of the four weeks minimum annual leave. ● Agreed Weeks of Non Attendance – Employees, depending on their classification, are entitled to up to 7 weeks of agreed non attendance. ● Sick Leave - All Permanent and Temporary Employees shall be entitled to fifteen days sick leave per annum. The Agreement also provides for special sick leave and additional sick leave. ● Extended Leave - Permanent Employees and full time Temporary Employees shall be entitled to extended leave of 44 working days on full pay or 88 working days on half pay after completing ten years of service. ● Community Service Leave - A Permanent or Temporary Employee may access paid community service leave in accordance with the TAFE Policy - Special Leave. ● Family and Community Service Leave – Permanent and Temporary Employees are entitled to FACS Leave up to the following caps: three days during the first twelve months of service; after twelve months service - six days in any two year period; and after two years' service - nine working days in any three year period. ● Personal Carers' Leave - Permanent and Temporary Employees may, use sick leave to provide care and support for certain people because of an illness, injury or unexpected emergency. ● Unpaid Leave for Family Purposes – If an Employee's entitlement to Personal Carers' Leave is exhausted, TAFE NSW may agree to provide the Employee with unpaid leave to provide care or support to a person who is ill, injured or affected by an unexpected emergency. ● Time Off in Lieu of Payment for Overtime - A Permanent or Temporary Employee may agree with TAFE NSW to take time off in lieu of payment of overtime. ● Compassionate Leave - A Permanent or Temporary Employee shall be entitled to up to two days compassionate leave.

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	<ul style="list-style-type: none"> • Casual Education Support Officers and Assessors are entitled to the following forms of leave: <ul style="list-style-type: none"> ○ Long Service Leave in accordance with the provisions of the <i>Long Service Leave Act 1955</i> (NSW). ○ unpaid parental leave. ○ unpaid personal carers leave. ○ unpaid compassionate leave. ○ community service leave.
Clause 34 – Calculation of Service	<ul style="list-style-type: none"> • The Calculation of Service clause establishes the basis for the calculation of years of service.
Clause 35 – Training and Development	<ul style="list-style-type: none"> • The Training and Development clause sets out TAFE NSW's commitment to training and development for its educational employees.
Clause 36 – Multi-skilling	<ul style="list-style-type: none"> • The Multi-skilling clause provides that subject to appropriate qualifications, training and career paths, TAFE NSW may transfer teachers to teach all or part of their Approved Program in another location or discipline to the one they belong.
Clause 37 – Working Conditions – Part Time Casual Teachers, Coordinators and Counsellors	<ul style="list-style-type: none"> • This clause sets out the general conditions of employment for Part Time Casual Teachers, Coordinators and Counsellors. • Part time Casual Teachers and Coordinators are also entitled to adoption, maternity and parental leave in accordance with the TAFE NSW Adoption, Maternity and Parental Leave Procedures. • Part time Casual Teachers and Coordinators are paid an hourly rate of pay inclusive of all incidents of employment (excluding entitlements under the <i>Long Service Leave Act 1955</i>). • Sick Leave - After completing 468 hours of service during a calendar year, a Part time Casual Teacher or Coordinator shall have accrued paid sick leave of three weeks per annum pro rata to the average number of hours per week worked by the teacher or coordinator in that calendar year. • Payment for Related Duties - Part time Casual Teachers teaching 10 or more hours in a week shall be entitled to payment for related duties, provided that they attend to perform the related duties. • A Part time Casual Teacher shall receive a payment of up to two hours for attendance at a formal induction. • A Part time Casual Teacher, Coordinator or Counsellor who is approved to attend staff development activities and staff meetings are entitled to receive payment at the appropriate rate. • A Part time Casual Teacher who receives less than two hours' notice of cancellation, shall be entitled to receive payment for their scheduled duties on the relevant day. • In certain circumstances, Part time Casual Teachers and Coordinators may receive payment for their normally programmed hours on a public holiday. • Part time Casual Teachers, Coordinators and Counsellors applying for full time TAFE positions are entitled to the payment of interview expenses. • Part time Casual Teachers, Coordinators and Counsellors who are subsequently appointed to full time TAFE positions are eligible to have

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	<p>such Part time Casual TAFE service recognised for extended (long service) leave purposes.</p> <ul style="list-style-type: none"> • In certain circumstances, Part time Casual Teachers and Coordinators are entitled to Community Service Leave, Compassionate Leave and Personal/Carers Leave. • Part time Casual Teachers, Coordinators and Counsellors may o apply for any permanent or temporary positions advertised internally or externally by TAFE.
<p>Clause 38 – Contract Teachers (OTEN)</p>	<ul style="list-style-type: none"> • This clause establishes the general conditions of employment, including hourly rates of pay and qualifications for appointment, which are specific to Contract Teachers employed at OTEN. • Contract Teachers (OTEN) are paid a per unit rate inclusive of all incidents of employment (excluding entitlements under the Long Service Leave Act 1955).
<p>Clause 39 – Provision for Positions which are Hard to Fill</p>	<ul style="list-style-type: none"> • When a position is determined to be "hard to fill", Institute Directors and managers may offer an allowance of up to 10% of the maximum salary of the position when it is next advertised. • The allowance will be paid to the selected applicant for as long as they remain in the advertised position.
<p>Clause 40 – Industrial Rights</p>	<ul style="list-style-type: none"> • The Industrial Rights clause sets out the process for an employee to be recognised as an accredited union representative at place of work. • An accredited union representative will be provided with reasonable access to facilities, including telephone, facsimile or email, where available, and/or workplace conference or meeting facilities for authorised union activities, as agreed by TAFE and the AEU.
<p>Clause 41 – Implementation of Education Support and Leadership Roles</p>	<ul style="list-style-type: none"> • This clause sets out the parties' commitment to quality vocational education and training in TAFE and the importance of Teachers in achieving that commitment • It establishes that the parties agree to implement the following roles trialled under the 2013 Agreement: Assessor; Education Support Officer; and Head Teacher Band 3. • The parties have agreed on Procedures for the Implementation of the roles. • This clause also establishes additional steps to be taken with respect to disputes arising from the trial.
<p>Clause 42 – Education Support Officers and Assessors</p>	<ul style="list-style-type: none"> • This is clause which sets out the conditions of employment for the Education Support Officer and Assessor classifications. • The clause specifies that these roles will work ordinary hours of 35 per week under an annualised program during the TAFE Year. • This clause provides for leave, travel on official business and casual hours of work and rates of pay.
<p>Clause 43 – Lactation Breaks</p>	<ul style="list-style-type: none"> • This clause applies to Employees who are lactating mothers. • A full time Employee or a part time Employee working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day. • A part time Employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.

Clause	Brief Explanation of Clause
Clause 44 - Leave for Matters Arising from Domestic Violence	<ul style="list-style-type: none"> • An Employee experiencing domestic violence may use entitlements to Sick Leave and Family and Community Service Leave. • Where those entitlements are exhausted, TAFE NSW shall grant up to five days Special Leave per calendar year to attend to matters arising from domestic violence situations.
Schedule 1 – Common Incremental Salary Scale – TAFE	<ul style="list-style-type: none"> • Schedule 1 provides the salary scale for Teachers, Education Officers, Counsellors, Adult Literacy Officers and Assistant Outreach Coordinators. • This Schedule has been updated to incorporate an increase in 2016 of 2.5% from the first full pay period commencing on or after 24 November 2016, a further increase of 2.5% from the first full pay period commencing on or after 24 November 2017, and a further increase of 2.5% from the first full pay period commencing on or after 24 November 2018.
Schedule 2 – Allowances – TAFE	<ul style="list-style-type: none"> • Schedule 2 sets out allowances payable to Teacher nominated as Teacher in Charge Counsellor nominated as Counsellor in charge Part time casual Teachers teaching within a correctional centre. • This Schedule has been updated to incorporate an increase in 2016 of 2.5% from the first full pay period commencing on or after 24 November 2016, a further increase of 2.5% from the first full pay period commencing on or after 24 November 2017, and a further increase of 2.5% from the first full pay period commencing on or after 24 November 2018.
Schedule 3 – Locality Allowances	<ul style="list-style-type: none"> • Schedule 3 provides for allowances for eligible employees: Climatic Disability; Isolation from Socio Economic Good and Services; Motor vehicle; Vacation travel expense; Reimbursement of Certain expenses related to medical or dental treatment. • This Schedule has been updated to incorporate an increase in 2016 of 2.5% from the first full pay period commencing on or after 24 November 2016, a further increase of 2.5% from the first full pay period commencing on or after 24 November 2017, and a further increase of 2.5% from the first full pay period commencing on or after 24 November 2018.
Schedule 4 – Salary Scales – Promotions Classifications – TAFE	<ul style="list-style-type: none"> • Schedule 4 sets out salary scales for promotion classifications. • This Schedule has been updated to incorporate an increase in 2016 of 2.5% from the first full pay period commencing on or after 24 November 2016, a further increase of 2.5% from the first full pay period commencing on or after 24 November 2017, and a further increase of 2.5% from the first full pay period commencing on or after 24 November 2018.
Schedule 5 – TAFE Excess Travel and Compensation for Travel on Official Business	<ul style="list-style-type: none"> • Schedule 5 sets out how employees will be compensated for excess travel and for travel on official business.
Schedule 6 – Rates of Pay – Part Time Casual Teachers, Coordinators and Counsellors and Contract Teachers (OTEN)	<ul style="list-style-type: none"> • Schedule 6 provides rates of pay for Part time Casual Teachers, Coordinators and Counsellors and Contract Teachers (OTEN). • This Schedule has been updated to incorporate an increase in 2016 of 2.5% from the first full pay period commencing on or after 24 November 2016, a further increase of 2.5% from the first full pay period commencing on or after 24 November 2017, and a further

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	increase of 2.5% from the first full pay period commencing on or after 24 November 2018.
Schedule 7 – Rates of Pay Education Support Officers and Assessors	<ul style="list-style-type: none"> • This Schedule contains rates of pay for the Education Support Officer and Assessor classifications. • This Schedule has been updated to incorporate an increase in 2016 of 2.5% from the first full pay period commencing on or after 24 November 2016, a further increase of 2.5% from the first full pay period commencing on or after 24 November 2017, and a further increase of 2.5% from the first full pay period commencing on or after 24 November 2018.
Schedule 8 – Role Descriptions for Education Support Classifications	<ul style="list-style-type: none"> • This is a Schedule outlines the role descriptions for the Education Support Officer and Assessor classifications.

Schedule 9 – Bradfield College	Brief explanation of clause
1 – Coverage	<ul style="list-style-type: none"> This Schedule exclusively covers teaching and related employees employed by the Technical and Further Education Commission at Bradfield College in the classifications under this Schedule.
2 – Date and Period of Operation	<ul style="list-style-type: none"> The Schedule will commence upon the commencement of the TAFE Commission of NSW Teachers and Related Employees Enterprise Agreement 2016 and has the same expiry date as the Agreement.
3 – Dictionary	<ul style="list-style-type: none"> The Dictionary clause defines and explains the terminology used in the Schedule.
4 – Dispute Resolution Procedures	<ul style="list-style-type: none"> The Dispute Resolution Procedures clause sets out the procedure for resolving disputes that arise in relation to matters under the Agreement or the National Employment Standards. A dispute resolution is required under the <i>Fair Work Act 2009</i> (Cth).
5 – Deduction of Union Membership Fees	<ul style="list-style-type: none"> The Deduction of Union Membership Fees clause sets out how and when union fees can be deducted from an Employee's pay by the Employer.
6 – No Further Claims	<ul style="list-style-type: none"> The No Further Claims clause provides that there will be no further claims with respect to this Schedule prior to the nominal expiry date.
7 – Flexibility	<ul style="list-style-type: none"> TAFE NSW and an Employee may agree to enter into an individual flexibility arrangement which varies the effect of the Agreement in relation to arrangements about when work is performed, overtime and penalty rates, allowances and leave loading. Any individual flexibility arrangement must comply with the provisions of the <i>Fair Work Act 2009</i> (Cth) (including the requirement that the Employee must be better off overall under the new arrangement). An individual flexibility arrangement may be terminated by either party with 28 days' notice or at any time by agreement. A flexibility clause is required under the <i>Fair Work Act 2009</i> (Cth).
8 – Consultation	<ul style="list-style-type: none"> TAFE NSW has a duty to notify and consult with Employees about definite decisions to introduce major workplace changes that are likely to have a significant effect on those Employees. TAFE NSW will consult with an Employee if it decides to change the Employee's regular roster or ordinary hours of work. Employees are entitled to be represented during the consultation (including by the Australian Education Union New South Wales Teachers Federation (NSWTF) Branch (Union)). Provides for TAFE NSW to provide information to relevant Employees during consultation. A consultation clause is required under the <i>Fair Work Act 2009</i> (Cth).
9 – Bradfield College	<ul style="list-style-type: none"> The Bradfield College clause acknowledges that Bradfield College is a unique public educational institution, with salary, leave and working conditions established to meet the current needs of the College and its Teachers.

10 – Employment Arrangements and Right of Return	<ul style="list-style-type: none"> • The Employment Arrangements and Right of Return clause sets out the basis of employment at Bradfield College.
11 – Types of Employment	<ul style="list-style-type: none"> • The Types of Employment clause sets out how employees will be engaged.
12 – Full Time Employees	<ul style="list-style-type: none"> • A full time Employee is required to work the hours referred to in clause 24 Hours of Work and is entitled to be paid in accordance with Schedule A.
13 – Part-Time Employees	<ul style="list-style-type: none"> • The Part-Time Employees clause sets out the entitlement to all conditions of a Full Time employee on a pro-rata basis.
14 – Casual Employees	<ul style="list-style-type: none"> • The Casual Employees clause continues the arrangements for the pay and conditions of casual employees to be based on the provisions for Part Time Casual Teachers in the TAFE Commission of NSW Teachers and Related Employees Enterprise Agreement 2016.
15 – Payment for Related Duties – Casual Teachers	<ul style="list-style-type: none"> • The Payment for Related Duties - Casual Teachers clause provides that casual teachers teaching a total of 10 or more hours at Bradfield College or elsewhere in TAFE shall be entitled to payment for related duties providing they attend to perform those duties.
16 – Learning Coordinators	<ul style="list-style-type: none"> • The Learning Coordinators clause sets out the responsibilities of a Learning Coordinator and how the annual review of these positions will be assessed.
17 – Teacher Quality	<ul style="list-style-type: none"> • The Teacher Quality clause sets out how a teacher's performance will be annually reviewed and how the appraisal will be implemented.
18 – Training and Professional Development	<ul style="list-style-type: none"> • The Training and Professional Development clause sets out the TAFE Commission's commitment to the training and development of Bradfield College employees.
19 – Qualification and Experience Requirements	<ul style="list-style-type: none"> • The Qualification and Experience Requirements clause sets out the qualifications and teaching experience required of Bradfield College teachers.
20 – Remuneration	<ul style="list-style-type: none"> • The Remuneration clause refers to Schedules A, B and C for salaries, rates of pay and allowances. It also sets out the qualifications and experience that are required for each salary level and movement between salary levels.
21 – Salary Packaging	<ul style="list-style-type: none"> • The Salary Packaging clause sets out how an employee can enter into a salary packaging arrangement.
22 – Travelling Time and Travelling Expenses	<ul style="list-style-type: none"> • The Travelling Time and Travelling Expenses clause refers employees to Schedule D of the Schedule for how travel time and travel expense will be determined.
23 – College Year	<ul style="list-style-type: none"> • The College Year clause sets out the number of operating weeks and close-down weeks per year at Bradfield College.
24 – Hours of Work	<ul style="list-style-type: none"> • The Hours of Work clause sets out the flexible and adaptive approach taken to hours of work and working arrangements at Bradfield College.
25 – Annual Leave	<ul style="list-style-type: none"> • The Annual Leave clause sets out the leave entitlements of employees, other than casual employees, at Bradfield College.

26 – Extended Leave and Long Service Leave	<ul style="list-style-type: none"> The Extended Leave and Long Service Leave clause sets out that leave credits will be retained when commencing at Bradfield College, and how extended or long service leave shall be granted to employees.
27 – Sick Leave	<ul style="list-style-type: none"> The Sick Leave clause sets out the sick leave entitlements of employees other than casual employees.
28 – Community Service Leave	<ul style="list-style-type: none"> This clause sets out the entitlement of employees, other than a casual employee, to paid leave for jury service and emergency volunteers in accordance with the TAFE Special Leave Policy.
29 – Family and Community Service Leave	<ul style="list-style-type: none"> The Family and Community Service (FACS) Leave clause sets out an employee, other than a casual employee, entitlement to FACS leave.
30 – Personal Carers' Leave	<ul style="list-style-type: none"> The Personal Carers' Leave clause sets out how sick leave can be used to care for an ill or injured family or household member.
31 – Adoption, Maternity and Parental Leave	<ul style="list-style-type: none"> The Adoption, Maternity and Parental Leave clause sets out employees' entitlements in accordance with the TAFE NSW Adoption, Maternity and Parental Leave Procedures.
32 – Other Leave	<ul style="list-style-type: none"> The Other Leave clause sets out the forms of other leave employees, other than casual employees, are entitled to (including) Trade union activities, Special leave, Military leave and Study leave. The TAFE Gazettes referenced in this clause can be accessed via: https://detwww.det.nsw.edu.au/tafegazette.
33 – Occupational Health and Safety	<ul style="list-style-type: none"> The Occupational Health and Safety Clause sets out both parties' obligations to create maintain and promote a safe working environment in accordance with the <i>Work Health and Safety Act 2011</i> and other relevant legislation.
34 – Industrial Rights	<ul style="list-style-type: none"> The Industrial Rights clause sets out how an accredited Union representative will be recognised and what access to employees will be allowed by the College.
35 – Lactation Breaks	<ul style="list-style-type: none"> This clause applies to Employees who are lactating mothers. A full time Employee or a part time Employee working more than 4 hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day. A part time Employee working 4 hours or less on any one day is entitled to only one paid lactation break of up to 30 minutes on any day so worked.
36 - Leave for Matters Arising from Domestic Violence	<ul style="list-style-type: none"> An Employee experiencing domestic violence may use entitlements to Sick Leave and Family and Community Service Leave. Where those entitlements are exhausted, TAFE NSW shall grant up to five days Special Leave per calendar year to attend to matters arising from domestic violence situations.
Schedule A – Bradfield College Annual Salaries	<ul style="list-style-type: none"> Schedule A sets out the salary rates for Bradfield College for Teachers (Levels A through to F), Learning Co-ordinators and Assistant Directors. This Schedule has been updated to incorporate an increase in 2016 of 2.5% from the first full pay period commencing on or after 24 November 2016, a further increase of 2.5% from the first full pay period commencing on or after 24 November 2017, and a further

	<p>increase of 2.5% from the first full pay period commencing on or after 24 November 2018.</p>
<p>Schedule B – Bradfield College Hourly Rates for Casual Teachers, Co-ordinators and Counsellors</p>	<ul style="list-style-type: none"> • Schedule B sets out the Bradfield College hourly rates for Casual Teachers, Co-ordinators and Counsellors. • This Schedule has been updated to incorporate an increase in 2016 of 2.5% from the first full pay period commencing on or after 24 November 2016, a further increase of 2.5% from the first full pay period commencing on or after 24 November 2017, and a further increase of 2.5% from the first full pay period commencing on or after 24 November 2018.
<p>Schedule C – Bradfield College Team Leader Allowance</p>	<ul style="list-style-type: none"> • Schedule C sets out the Bradfield College Team Leader Allowance rate. • This Schedule has been updated to incorporate an increase in 2016 of 2.5% from the first full pay period commencing on or after 24 November 2016, a further increase of 2.5% from the first full pay period commencing on or after 24 November 2017, and a further increase of 2.5% from the first full pay period commencing on or after 24 November 2018.
<p>Schedule D – Bradfield College Excess Travel and Compensation for Travel on Official Business</p>	<ul style="list-style-type: none"> • Schedule D sets out how Employees of Bradfield College are compensated for excess travel and for travel on official business.