



## **PSA (CPSU) log of claims - round 3 TAFE enterprise bargaining**

The PSA (CPSU) serves the following claims on TAFE NSW for a Collective Agreement to replace **the TAFE Administrative, Support and Related Employees Enterprise Agreement 2013**.

|   |              |           |
|---|--------------|-----------|
| <i>To recognise employees, and protect our salary and conditions, we seek:</i>              | <i>_____</i> | <i>1</i>  |
| <i>To reward employees appropriately we seek the following:</i>                             | <i>_____</i> | <i>3</i>  |
| <i>To respect employees and provide for job security and safety, we seek the following:</i> | <i>_</i>     | <i>3</i>  |
| <i>To ensure professional recognition &amp; career development, we seek the following:</i>  | <i>_</i>     | <i>5</i>  |
| <i>To ensure a balance of work and life, we seek the following:</i>                         | <i>_____</i> | <i>5</i>  |
| <i>In response: Classification and Work Level Standards, we seek the following:</i>         | <i>_____</i> | <i>7</i>  |
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1. We seek to rename all employees currently covered by the TAFE Administrative, Support and Related Employees Enterprise Agreement 2012, as TAFE Professional Staff as it better reflects the professional status and professionalism of all employees.
2. Further in recognition of this we seek an Agreement that contains provisions to Recognise, Respect and Reward employees.
3. The term of the Agreement to be for 2 years unless an interim agreement is made while negotiations continue. This should include a pay rise consistent with the NSW Wages Policy.

### **To recognise employees, and protect our salary and conditions, we seek:**

4. to maintain all existing conditions of employment for employees, unless otherwise improved as a result of negotiations with the PSA (CPSU)
5. where policies and guidelines affect employees they can only be made or varied by agreement with the PSA (CPSU)

6. all terms and conditions of employment contained in the Agreement will be prescribed in plain English and all unnecessary duplication and ambiguity will be removed from the Agreement
7. the Agreement will incorporate the TAFE commission of NSW Flexible Working Hours Agreement 2012 or equivalent, and ensure that access to flexible working hours is increased to a majority of staff
8. that flexible working hours should be a voluntary scheme where employees offer to do additional hours in exchange for equivalent time off. All additional hours that are directed by management are to be paid at overtime rates and all accrued hours should be compensated through either having the hours paid and/or ensuring that time off is allowed
9. improved access to RDO's or equivalent for staff where the normally flexible working arrangements are not as suitable to ensure that additional flexibility is provided
10. in line with the Staffing Procedures for TAFE NSW that TAFE commits to permanent employment as the standard form of employment that is to be utilised wherever possible, through application of merit selection processes, and to recognize that this form of employment provides the greatest security and wellbeing for employees and their families
11. in line with the Staffing Procedures for TAFE NSW permanent positions which are substantively vacant should be filled by permanent employees
12. an employee who has been acting in a substantively vacant position for 12 months or more, and who underwent merit selection to act in the position, will be confirmed in that position on a permanent ongoing basis
13. improvements to the process to convert temporary employees to permanent employment
14. provisions for the conversion of long term casual employees to permanent employment with the employee's agreement
15. a standard casual minimum engagement period of three consecutive hours each day
16. service as a casual will count towards service after gaining permanent ongoing work, including towards a future redundancy
17. TAFE will report to PSA (CPSU) representatives, on a quarterly basis, through existing consultative arrangements on the use of casual, temporary, permanent, part-time and labour hire employees
18. an outsourcing clause that provides that TAFE cannot outsource the work performed by existing employees, unless:
  - in particular circumstances specialised equipment or specialised services that are not readily or cost effectively available within TAFE or the NSW public sector are required and where empirical evidence is presented to support this, such evidence being available to the PSA (CPSU) and employees and capable of independent verification or refutation, or

- there is a requirement for independence in the provision of services, and
  - then only after all alternatives to replacing existing employees with contract labour have been explored. This will include that the PSA (CPSU) and affected members has been given the opportunity to assess any evidence that is presented to support the case for outsourcing and an opportunity to present TAFE with alternatives to outsourcing
19. a decision to outsource work will not be justified primarily on the basis that an outside provider has lower rates of pay than for TAFE employees
  20. the agreement will ensure that all contractors and labour hire employees will be provided pay and conditions no less than what is provided to TAFE employees under this Agreement
  21. the allowance for living in a remote area applies to all employees covered by the Agreement who live in a remote area

**To reward employees appropriately we seek the following:**

22. guaranteed fully funded annual pay increases over the life of the Agreement no less than the NSW Wages Policy of 2.5%, calculated from the nominal expiry date of the current Agreement. Employees are to be back paid for any delays and each pay increase will compound onto the previous salary
23. any increases to the unreduced charge percentage fixed by the Superannuation Guarantee (Administration) Act 1992 (as amended) that occur during the term of this agreement will not be offset against pay increases
24. an increase in all salary and wage related allowances from the commencement of the Agreement, consistent with the total agreed salary outcomes over its term

**To respect employees and provide for job security and safety, we seek the following:**

25. a commitment that forced redundancies can only be used as a last resort and that this cannot be achieved whilst labour hire employees are employed in positions covered by this Agreement, or are undertaking duties that would normally be performed by a position covered by this Agreement
26. the Agreement will provide enhanced measures to ensure:
  - a. compulsory, timely, genuine and effective consultation occurs with all employees and the PSA (CPSU) prior to change management occurring
  - b. comprehensive consultative arrangements including the early notification of the consideration of organisational change, the rationale for change, the provision of all relevant information including financial information, workload implications and cost benefit analyses relating to the proposed change
  - c. where a formal change management process is in place, the PSA (CPSU)

- will be provided by TAFE, as soon as is practicable, with all copies of draft, formal and final change plans and all other relevant documentation distributed to affected employees
- d. a prohibition on the "spilling and filling" of jobs
  - e. that mutually agreed redeployment is the principal means of managing displaced employees, including redeployment within any Department or Agency that falls under the Minister responsible for TAFE, and a comprehensive means of mitigating the number of redundancies.
  - f. that it will be incumbent on TAFE to demonstrate why an employee would not be suitable for redeployment given access to appropriate training
  - g. that for redeployment there is a centrally administered suitability assessment and placement process and six month trial placement by mutual agreement
  - h. staff will not be relocated to another campus and/or Institute without their agreement and only where it is reasonable. TAFE will explore job swaps and/or accommodating staff to work at alternative locations as a preference to simply co-locating people where it is not absolutely necessary
  - i. people whose positions are to be declared redundant may be redeployed under the Agreement, prior to the Managing Excess Employee policy commencing for them
  - j. that in the case of redundancies, TAFE will increase its range of options to Employees, including the option of 'voluntary position swaps'
  - k. that formal change processes will identify any expected workload increases for employees in the affected unit and present means for mitigating such increases. A regular post-change workload review will be incorporated as a formal procedure in all formal change processes, and steps will be developed to counter any such increases in workload where identified
  - l. that Employees are paid any reasonable costs and charges associated with a program of retraining or other agreed measure to mitigate the effects of a employees position becoming surplus
  - m. that Employees participating in any scheme that temporarily reduces their salary (including a temporary variation of their substantive position involving a change from full time to part time hours) will have any severance payments calculated on the substantive salary that was paid prior to the temporary variation (including any subsequent pay rises) if redundancy occurs while this temporary arrangement is in place
  - n. a prohibition on employees undertaking the work of a 'redundant' position
27. improvements to the process for the management of conduct and performance, including the prohibition on suspension without pay
28. the Agreement will provide that there will be zero tolerance of all forms of discrimination, bullying and harassment; will provide a specific framework for dealing with allegations of discrimination, bullying and harassment, and will contain specific measures to prevent repetition of such behaviour in individuals, and within work units
29. the agreement will provide clear goals for improving the number of employees (and the distribution of employees) who are; Aboriginal and

Torres Strait Islander Peoples; women; living with disabilities; living with disabilities and requiring a workplace adjustment; from a background where English is their second language; and self-identified as gay, lesbian, intersex and/or transgender.

30. that TAFE will provide taxi vouchers for employees who are required to work past 7:00pm and ensure that workplace related costs that are required will be met by TAFE and not employees, including working with children checks.

**To ensure professional recognition & career development, we seek the following:**

31. the Agreement will include a mandatory career development component and employees are to be provided with career paths through ongoing training and career development opportunities, creating the opportunity to progress to the highest classification level. This will create a trained, multi skilled workforce with consequent increased job satisfaction. Training and career development measures may include:

- payment of course fees, including VET FEES & HECS/HELP FEES
- 10 days paid career development leave per year
- improved study leave provisions
- accelerated salary progression
- provision of opportunities to undertake higher duties
- employee interchanges or secondments within and outside TAFE NSW
- attending conferences
- study visits interstate and overseas
- the establishment of a performance development fund (up to \$2000 per annum for each employee) for approved training and development activities that enhance the ability of employees to develop beyond their current role
- the establishment of a scholarship program, which will recognise potential and reward outstanding performance of employees. The scholarship program will include at least two fully funded scholarships per year to undertake approved courses of study with the TAFE NSW or a NSW based University.

**To ensure a balance of work and life, we seek the following:**

32. the Agreement will enshrine reasonable working hours and there will be no provision for ordinary working hours to be increased
33. working hours will always take account of caring responsibilities and work life balance and proposed changes to an employee's working hours must give primacy these considerations
34. to support employees with family/caring responsibilities, to retain mature age workers and employees with disabilities the agreement will provide: job sharing provision; part time employment for set periods of time through the

use of existing leave, leave without pay and/or purchased leave arrangements; mentoring and succession planning strategies; four weeks grandparent leave; and strengthening protections against discrimination on the basis of age, family/caring responsibilities and disabilities.

35. the Agreement will provide for arrangements to monitor and ensure reasonable and manageable workloads, including an independent appeal process to challenge unreasonable workloads
36. all change management proposals must include an assessment of the workload implications for employees, and measures to mitigate any anticipated increase in workload
37. employees will maintain a primary location for their position, and work at other locations will include reasonable travel time between their primary headquarters and other location(s), or equivalent reasonable time if traveling directly to the other location from home
38. employees who primarily work in class support related roles, shall have
  - a. Clear allocated time before and after classes are rostered, for preparation and packing up
  - b. Additional time each week, fortnight and/or month for non-class related activities
  - c. Allocated time outside of each term to ensure, where applicable, the required planning, preparation, servicing, maintenance, stock-control, ordering, training, meetings, coordination of staff and contractors and related activities are provided for
39. improvements to sick leave provisions, including redefining evidence of illness to include a statutory declaration and only requiring a medical certificate after 4 full days off in a row
40. there will be no reduction in recreation leave, long service leave, sick leave, family and community services leave, extended leave or any other forms of leave
41. all paid parental leave entitlements shall be in addition to the Federal Government's Paid Parental Leave and Dad and Partner leave schemes
42. the Agreement will make qualitative and quantitative improvements to parental leave, including the provision of leave for foster parents and an increase of paid partner leave
43. the Agreement will include improvements to Family and Community services Leave
44. the inclusion of additional allowances for;
  - a. Health and Safety Representatives
  - b. Fire and emergency wardens
  - c. On call allowance for Security Guards

45. the Agreement will incorporate provisions for special leave for people Working with the NSW and other governments or international organisations
46. improvements to the existing domestic violence provisions, including:
  - 20 days per year of paid special leave
  - where requested by the employee, temporary or permanent changes to working times and patterns, changes to specific duties, or redeployment or relocation
  - measures to ensure a safe working environment, for example changing a telephone number to avoid harassing phone calls
  - employees cannot be adversely affected at work because they are experiencing domestic violence - for example not being disciplined for job performance problems or denied opportunities for promotion
47. employees who support other employees experiencing domestic violence may take carers leave to accompany them to court, to hospital, or to mind children
48. improvements to trade union activities regarded as special leave, including Delegates Council meetings, peak Union body meetings and meetings called by Regional and District Trades and Labour Councils

**In response: Classification and Work Level Standards, we seek the following:**

49. The acceptance of the Classification Structure and Work Level Descriptors will be dependent on;
  - a. the PSA (CPSU) thoroughly reviewing the Work Level Descriptors;
  - b. an agreed translation process that guarantees no reduction in salaries or entitlements;
  - c. that the translation process be streamlined so that PSA (CPSU) members know where will commence in the new structure from the start of the Agreement;
  - d. the Classifications and/or Work Level Standard continuing to require the appropriate qualifications for the related positions; and
  - e. that our members endorse the new structure and Work Level Standards.
50. The transition process for the new Classification Structure and Work Level Standards (if they are agreed) will include the following;
  - a. All positions to be evaluated against the new classification work level standards, which will include the current work level standards for the library classifications up to and include Library Grade 4 and 5
  - b. all current positions will transfer across to the new classification structure and work level standards at the commencement of the next Agreement

- c. the translation of most classifications to the appropriate level will be agreed and contained in the Enterprise Agreement as the initial translation point
  - d. if any classifications are not agreed, they will be translated to the nearest TAFE Level salary points and be scheduled for a priority review. The classifications on the priority review list will be classified by the central classification review committee within 2 months of the Agreement being approved (see below for the review committee)
  - e. all employees who transfer across to the new Classification Structure and Work Level Standards, where they transfer to a TAFE Level that has lower salary breadth, will have their current salary guaranteed, their current progression rates guaranteed, as adjusted with the pay rises in the Agreement
  - f. there will be a process for employees to appeal the translation of their position to the new Classification Structure and Work Level Standards with the central classification review committee (see below for the review committee)
  - g. current allowances will be maintained and available to any employee who performed the duties they are related to. The PSA (CPSU) will consider amalgamating similar allowances providing the effect of the allowances is not reduced
  - h. where any allowance is agreed by the PSA (CPSU) to be removed, the Agreement will specify that the related duties will not be performed by any TAFE employee engaged under this Agreement. For example, if the asbestos removal allowance is taken out, the Agreement will provide that no employee will deal with asbestos removal or maintenance.
51. The following conditions of the Agreement will be introduced and/or improved to better facilitate and manage the new Classification Structure and Work Level Standards. These conditions will facilitate a broad understanding by the majority of employees and help generate confidence in the new classification systems.
- a. Classification committees to be established in each Institute with two PSA (CPSU) nominees and two TAFE nominees
  - b. all positions are to be classified by these committees, including;
    - i. new positions,
    - ii. positions created or adjusted through workplace change, and
    - iii. from applications for by the employee and/or their supervisor for their position to be reclassified
  - c. Clear and transparent processes will be included for employees to apply to have their position re-classified. The process will ensure that all relevant information is taken into account, and that their Position Description is up to date. An application may be made by the employee and/or their supervisor
  - d. a central classification review committee will be created consisting of equal number of PSA (CPSU) nominated representatives and TAFE



representatives to review any appeals arising from classification outcomes

- e. Workload management for employees will be improved to ensure it is safe, realistic and achievable. Steps will be taken to ensure that workload issues do not negatively impact on an employee's ability to access regular leave, flexibility and training and career development opportunities
- f. The Agreement will include provisions to ensure that supervisors meet with their employees at least once a year to discuss their career development goals and, by agreement between the employee and supervisor, update their positions description
- g. There will provide an appeal process included for employees to challenge unreasonable workloads. The review will be with their local managers and, if required, with local Human Resource support. Where the issue remains unresolved, it will be reviewed by a committee of PSA (CPSU) nominees and TAFE nominees
- h. the ordinary hours of work will not increase for employees under the new classification system and there will be strong protections against employees working excessive hours
- i. flexible working arrangements will be improved and extended where applicable with the option for Rostered Days Off being maintained for the relevant categories of employees
- j. all additional work *required* to be performed by the employer will be paid for at overtime rates, including any additional hours above the part time contracted hours, or above the normal daily hours

**In response: Permanent Part Year employment, we seek the following:**

- 52. permanent part year arrangements must provide for salary and conditions that are better off overall than the relevant Modern Award
- 53. Permanent part year contracts will only be agreed to by the PSA (CPSU) if the following conditions are provided for in the agreement;
  - a. PPYE will be limited to certain categories of employees performing clearly defined work activities, as agreed to by the PSA (CPSU)
  - b. that a majority of positions that directly support classes will be filled by permanent, full year employees to properly enable the maintenance, preparation and support required, taking into account the leave requirements. TAFE will report bi-annually to the PSA (CPSU) the relevant statistics on employees and positions that directly support classes.
  - c. Where TAFE can demonstrate that a position can only function through PPYE, and where no employees, after advertising the fact, volunteers to work PPYE through a workplace adjustment, TAFE may advertise for a PPYE role.
  - d. All PPYE will have a minimum of 40 weeks a year, not including holidays

- e. Employees who work PPYE will be able to choose to annualise their income across the whole year
- f. Employees who are on PPYE contracts will have their base salary increased by 10% as compensation for the reduced annual income
- g. In the first 6 months of the life of this Agreement, TAFE will seek to convert all temporary employees to ongoing where they have been engaged on part year contracts. All temporary and casual work by these employees will be recognised as service with the only exception being where the employee was not engaged by TAFE in any way for a continuous period of over 18 months.

**On other related matters, we seek the following:**

54. training of managers and supervisors in the full range of their responsibilities, including workload management, employees feedback techniques, performance management and review; dealing with employees with special needs or returning to work after injury or illness, and cultural awareness
55. measures which reflect the commitment of TAFE, employees and the PSA (CPSU) to generate productivity through a sustainable environment and meet the challenges of climate change, including:
  - consultative mechanisms to allow for consideration of the ways to reduce the carbon footprint and increase energy and resource efficiency of TAFE
  - provision of appropriate facilities for employees to encourage working from home/telecommuting, walking, carpooling, cycling to and from work, and the use of public transport
  - voluntary flexible working arrangements that could reduce the number of attendance days at TAFE without loss of pay or other entitlements
56. The PSA (CPSU) reserves the right to raise other matters throughout negotiations that are to the benefit of PSA (CPSU) members.