



COMMUNITY & PUBLIC SECTOR UNION ♦ SPSF GROUP NSW BRANCH

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Elizabeth McGregor
Director
TAFE NSW - North Coast Institute
PO Box 528
PORT MACQUARIE NSW 2444

By email: Elizabeth.McGregor@det.nsw.edu.au

Dear Ms McGregor,

Re: Dispute Notification - temporary positions

The Community and Public Sector Union (PSA/CPSU) notifies TAFE NSW of the existences of a dispute under the *TAFE Commission of NSW Administrative, Support and Related Employees Enterprise Agreement 2013 (the Agreement)*.

The dispute is lodged under Clause 6 of the Agreement and relates to clauses 17 and 18 of the Agreement.

TAFE NSW has recently advertised a number of positions at the North Coast Institute which the PSA/CPSU does not believe comply with the Agreement. These positions are:

List One

- Educational Planning & Retention Officer, Clerk Grade 1/2, Great Lakes, Jobs NSW Ref No 000048XE
- Educational Planning & Retention Officer, Clerk Grade 1/2, Port Macquarie, Jobs NSW Ref No 00004A4T
- Campus Infrastructure Service Officer, Clerk Grade 1/2, Various, Jobs NSW Ref No 00004A5D
- Student Experience and Learning Infrastructure Officer, Clerk 3/4, Casino, Job NSW Ref No 000049FV

- Customer Care Assistant, General Scale Clerk, Port Macquarie, Job NSW Ref No 000049G9.

The following positions may also fall into the same category however further information is required. These positions are:

List Two

- Educational Planning & Retention Officer, Clerk Grade 1/2, Great Lakes and/or Taree, Jobs NSW Ref No 000049SG
- Educational Planning & Retention Officer, Clerk Grade 1/2, Kingscliff, Jobs NSW Ref No 000049I3
- Student Experience and Learning Infrastructure Officer, Clerk 3/4, Murwillumbah, Job NSW Ref No 000049FV
- Customer Care Assistant, General Scale Clerk, Various, Job NSW Ref No 000049GL.

List One positions are all positions that could and should be filled by ongoing, permanent full time employees. TAFE NSW is offering these positions with Temporary Contracts only. The PSA/CPSU claims that this is a breach of the Enterprise Agreement and does not meet the criteria in Clause 17 regarding when Temporary Contracts may be used.

Clause 17 states relevantly that:

“17.2 a person may be employed as a temporary employee:

- 17.2.1 for the duration of a specified task or project; or*
- 17.2.2 to carry out the duties of a position that is temporarily vacant; or*
- 17.2.3 to provide additional assistance in a particular work area; or*
- 17.2.4 in connection with the secondment or exchange of staff; or*
- 17.2.5 to undertake a traineeship or cadetship; or*
- 17.2.6 for any other temporary purpose.”*

Clause 18 continues with circumstances where an employee has been engaged on one or more temporary contracts which, due to the long period of time, gives rise to an entitlement to be converted from temporary to permanent. This period of time is two years, or 24 months. There are a number of qualifications, however the key criteria giving rise to the entitlement to be converted to ongoing is being employed for a continuous period of two years or more.

Each of the positions in List One above are advertised for a period of three years. This is longer than the anticipated two year period which gives rise to an entitlement to be converted to ongoing or permanent employment. Ostensibly this is evidence that these positions are not genuinely temporary but are actually ongoing, permanent positions. The PSA/CPSU claims that the use of temporary contracts for these positions is contrary to clauses 17 and 18 of the Agreement.

The positions in List Two are similar in nature to the positions in List One, with some being the same position title and description. These may also not be genuine temporary positions however further information is required from TAFE NSW to determine if the positions in List Two are genuinely temporary in nature and therefore permitted under Clause 17.

In order to resolve this dispute, the PSA/CPSU seeks that:

- TAFE NSW withdraws the advertising of these positions
- the re-advertising of these positions as ongoing or permanent positions to recruit employees as ongoing or permanent.

For those positions in List Two, the PSA/CPSU requests:

- further information on what category of temporary employment TAFE NSW relies on for each of these positions; and
- the anticipated pattern of work these positions are likely to have; and
- which (if any) of these positions may continue past 12 months or
- which (if any) of these positions may continue past two years.

In the alternative, the PSA/CPSU requests that TAFE NSW provide evidence relating to any of these positions which may be genuinely temporary and meet one of the criteria for temporary employment under clauses 17 and 18. The dispute will be resolved for those positions that TAFE NSW can provide the evidence for which are genuinely temporary under clauses 17 and 18. The remaining positions would need to be re-advertised as permanent and filled with permanent employees as described above.

Please contact A/Senior Industrial Advocate, Blake Stephens to arrange a mutually suitable time to meet to discuss this dispute in accordance with Clause 6 of the Agreement. The PSA/CPSU reminds TAFE NSW that the Agreement requires in clause 6.10 that while this dispute exists: *"the parties will not take any other action likely to exacerbate the dispute"*. As these positions are the subject of this dispute, the PSA/CPSU expects that the recruitment for these positions will immediately cease until the dispute is resolved.

Yours sincerely,



Blake Stephens
A/Senior Industrial Advocate