



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Technical And Further Education Commission Trading AS TAFE NSW (AG2025/1432)

TAFE COMMISSION OF NSW TAFE MANAGERS ENTERPRISE AGREEMENT 2025-2027

Educational services

DEPUTY PRESIDENT SLEVIN

SYDNEY, 23 MAY 2025

Application for approval of the TAFE Commission of NSW TAFE Managers Enterprise Agreement 2025-2027

[1] An application has been made by the Technical And Further Education Commission Trading As TAFE NSW (**Applicant**) for approval of an enterprise agreement known as the *TAFE Commission of NSW TAFE Managers Enterprise Agreement 2025-2027* (**Agreement**). The Application is made pursuant to s. 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement. The Commission must approve the agreement if the requirements in ss. 186 and 187 of the Act are met.

[2] Section 186(2)(c) requires that the terms of the Agreement do not exclude the National Employment Standards (NES).

[3] Sections 186(2)(d) requires the Commission to be satisfied the agreement passes the better off overall test (BOOT). The test is found in s.193 of the Act and it is to be applied in accordance with s. 193A.

[4] Having regard to the material contained in the application and filed in relation to it, I am satisfied that each of the requirements of ss. 186 and 187 are met.

[5] The Community and Public Sector Union (**CPSU**) and the Australian Education Union (**AEU**) were bargaining representatives for the Agreement and have given notice under s. 183 of the Act that they want the Agreement to cover them. In accordance with s. 201(2) of the Act, I note the Agreement covers the CPSU and the AEU.

[6] The Agreement was approved on 23 May 2025 and will operate from 30 May 2025 in accordance with s.54 of the Act. The nominal expiry date of the Agreement is 31 December 2027.



DEPUTY PRESIDENT

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TAFE Commission of NSW TAFE Managers Enterprise Agreement 2025 - 2027

TAFE COMMISSION OF NSW TAFE MANAGERS ENTERPRISE AGREEMENT 2025 - 2027

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1. Title

- 1.1 This Agreement is titled the TAFE Commission of NSW TAFE Managers Enterprise Agreement 2025 - 2027.

2. Coverage

- 2.1 This Agreement covers:

- 2.1.1 TAFE NSW;
- 2.1.2 Employees employed by the Technical and Further Education Commission in the classifications listed in the table in Schedule 1 of Part A of this Agreement;
- 2.1.3 The Australian Education Union New South Wales Teachers Federation (NSWTF) Branch;
- 2.1.4 CPSU, the Community and Public Sector Union (SPSF Group – New South Wales Branch).

3. Operation

- 3.1 This Agreement shall come into operation on the seventh day after approval by the Fair Work Commission (the Commencement Date), in accordance with section 54 of the *Fair Work Act 2009* (Cth).
- 3.2 The nominal expiry date of this Agreement is 31 December 2027.
- 3.3 The Employer will commence the bargaining for a new enterprise agreement to replace this Agreement at least three months prior to the nominal expiry date in Clause 3.2.
- 3.4 This Agreement operates to the exclusion of any Modern Award, Enterprise Agreement, Transitional Instrument or unregistered agreement that could otherwise apply.
- 3.5 No term of this Agreement will operate to exclude the National Employment Standards or any provision of the National Employment Standards. Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- 3.6 This Agreement must be read in conjunction with TAFE NSW 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.

4. Definitions

- 3.7 "Act" means the *Technical and Further Education Commission Act 1990* (NSW).

- 3.8 "Agreement" means the TAFE Commission of NSW TAFE Managers Enterprise Agreement 2025 - 2027.
- 3.9 "De Facto Partner" has the same meaning as the definition provided in Part 1-2, Division 2, the Dictionary of the *Fair Work Act 2009*.
- 3.10 "Domestic Violence" means any behaviour in an intimate, family or domestic relationship, which is violent, threatening, coercive, controlling or causes a person to live in fear of their own or someone else's safety. It may be a pattern of ongoing controlling or coercive behaviour.
- 3.11 "Employee" means a person employed in a classification covered by this Agreement.
- 3.12 "Employer" means the Technical and Further Education Commission.
- 3.13 "General Manager" means a person employed as such.
- 3.14 "Household" is defined as one or more persons usually resident in the same private dwelling.
- 3.15 "Managing Director" means the Managing Director of TAFE NSW.
- 3.16 "People and Safety Business Partner" means a person employed as such.
- 3.17 "Region" means any grouping of TAFE NSW Campuses or places where TAFE NSW provides education, training, administrative and other services from time to time as specified by the Managing Director.
- 3.18 "TAFE", "TAFE Commission" or "TAFE NSW" means the Technical and Further Education Commission, that is, the TAFE Commission.
- 3.19 "TAFE Manager" means all persons permanently or temporarily employed as educational leaders and administrative Managers in TAFE NSW within the classification of TAFE Manager as provided for in this Agreement. TAFE Managers have supervisory responsibility for administrative and/or educational programs and/or Employees.
- 3.20 "Unions" means The Australian Education Union New South Wales Teachers Federation (NSWTF) Branch and the CPSU, the Community and Public Sector Union (SPSF Group – New South Wales Branch), having regard to their respective coverage.
- 3.21 "Western Division Employee" means Employees in the Central and Western Divisions of the State as described in the second schedule to the *Crown Lands Consolidation Act 1913* (NSW).
- 3.22 "Workplace" means the whole of TAFE NSW or, as the case may be, a campus, branch or section in which the Employee is employed.
- 3.23 "Workplace Union Delegate" means a representative or Women's Contact from the Unions which has been elected by members of the Unions at a workplace.

5. Categories of Employment and Conversion from Temporary to Permanent Employment

- 5.1 Employees covered by this Agreement may be ongoing permanent or temporary Employees, and may be employed on a full-time or part-time basis.
- 5.2 Part-time employment means an employee who is employed for less than 35 hours per week and has their salary and entitlements calculated on a pro rata basis with reference to their hours of work.
- 5.3 Part time employees will be rostered for a minimum of 2 consecutive hours on any day.
- 5.4 Temporary employees may be employed for a specified term, maximum term or other ascertainable period, or specified task or project.
- 5.5 This clause is to be read in conjunction with section 333E of the *Fair Work Act 2009* (Cth) which outlines limitations on the use of temporary employment.
- 5.6 TAFE NSW is committed to increasing the use of permanent full time and part time employment.
- 5.7 A temporary employee will have their temporary employment converted to permanent employment, provided they meet the following requirements:
- 5.7.1 The employee has been employed in their current temporary position for a period of at least 1 year; and
 - 5.7.2 The employee has previously been successful in a competitive selection process based on merit for either their current temporary position or another position within TAFE NSW that is at the same salary grade; and
 - 5.7.3 The position is substantively vacant; and
 - 5.7.4 There is ongoing work available in the position as determined by the relevant Executive Director; and
 - 5.7.5 There are no excess permanent employees who are qualified and suitable to be matched to the position.
- 5.8 Requests for conversion from temporary to permanent employment that meet the conditions in subclause 5.7 will not be unreasonably refused.
- 5.9 Employees who have their temporary employment converted to permanent employment in accordance with subclause 5.7 will not be subject to a probationary period.

6. Dispute Resolution Procedures

- 6.1 The TAFE Commission and its Employees have an interest in the proper application of this Agreement and in minimising and settling disputes about matters in this Agreement in a timely manner.
- 6.2 Where a dispute arises in relation to:

6.2.1 a matter under this Agreement; or

6.2.2 the National Employment Standards;

it will be dealt with in accordance with the procedures set out in this clause.

- 6.3 An Employer or Employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 6.4 In the first instance Employee(s) or their appointed representative(s), must notify the appropriate representative of management of the dispute in writing ('the dispute notification'). An appropriate representative of management may be the relevant line manager or if the Employee believes the line manager is not appropriate the Employee may ask the People and Safety Business Partner to refer the matter to another officer.
- 6.5 The dispute notification must be in writing and include details of the dispute. The dispute notification should also make reference to clause(s) of the Agreement or the National Employment Standard(s) in relation to which the dispute has arisen and indicate the resolution(s) sought. A copy of the dispute notification will be sent to the People and Safety Business Partner. The Employee(s), Employee representative(s) if one has been appointed, and management representative(s) will meet within five working days, unless otherwise agreed, in an effort to resolve the dispute.
- 6.6 Where after the completion of subclause 6.5 the dispute remains unresolved, the matter may be referred in writing to the next level of management. A meeting must be held within five working days of the dispute being referred in a further effort to resolve the dispute, unless otherwise agreed.
- 6.7 Where a dispute is not resolved following the steps in sub-clauses 6.5 and 6.6, the matter may be referred by either party to the dispute to the Fair Work Commission for resolution by mediation and/or conciliation and, if necessary arbitration.
- 6.8 If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Fair Work Act.
- 6.9 The parties agree to be bound by and implement any decision of the Fair Work Commission subject to either party exercising a right of appeal against the decision of the Fair Work Commission to the Full Bench.
- 6.10 Until the dispute resolution procedures referred to at subclauses 6.1 to 6.9 have been exhausted:
- 6.10.1 work shall continue in the normal manner;
 - 6.10.2 no industrial action shall be taken by a party to the dispute in respect of the matter that is the subject of the dispute;
 - 6.10.3 the parties to the dispute shall not take any other action likely to exacerbate the dispute.

7. Deduction of Union Membership Fees

- 7.1 The Union shall provide the Employer with a schedule setting out Union fortnightly membership fees payable by members of the Union in accordance with the Union's rules.
- 7.2 The Union shall advise the Employer of any change to the amount of fortnightly membership fees made under its rules. Any variation to the schedule of Union fortnightly membership fees payable shall be provided to the Employer at least one month in advance of the variation taking effect.
- 7.3 Subject to subclauses 7.1 and 7.2 above, the Employer shall deduct fortnightly membership fees from the pay of any Employee who is a member of the Union in accordance with the Union's rules, provided that the Employee has authorised the Employer to make such deductions.
- 7.4 Monies so deducted from Employees' pay shall be forwarded regularly to the Union together with all necessary information to enable the Union to reconcile and credit subscriptions to Employees' Union membership accounts.
- 7.5 Unless other arrangements are agreed to by the Employer and the Union, all Union membership fees shall be deducted on a fortnightly basis.
- 7.6 Where an Employee has already authorised the deduction of Union membership fees from his or her pay prior to this clause taking effect, nothing in this clause shall be read as requiring the Employee to make a fresh authorisation in order for such deductions to continue.

8. No Further Claims

- 8.1. The parties agree that, during the term of this Agreement, there will be no extra wage claims, claims for improved conditions of employment or demands made with respect to the employees covered by the Agreement and, further, that no proceedings, claims or demands concerning wages or conditions of employment with respect to those employees will be instituted before the Fair Work Commission or any other industrial tribunal.
- 8.2. The terms of the preceding paragraph do not prevent the parties from taking any proceedings with respect to the interpretation, application or enforcement of existing Agreement provisions.

9. Individual Flexibility Arrangements

- 9.1. The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 - 9.1.1. the Agreement deals with 1 or more of the following matters:
 - (a) Salary Packaging – an Employee may elect a salary packaging arrangement in accordance with Clause 12.2 of this Agreement;
 - (b) Hours of Work – an Employee may elect to vary arrangements about when work is performed in accordance with Clause 14 of this Agreement;

- (c) Deferred Salary Scheme – an Employee may elect to defer their salary in accordance with Clause 23 of this Agreement.
- 9.1.2. the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in 9.1.1; and
- 9.1.3. the arrangement is genuinely agreed to by the Employer and Employee
- 9.2. The Employer must ensure that the terms of the individual flexibility arrangement:
 - 9.2.1. are about permitted matters under section 172 of the Fair Work Act 2009 (Cth); and
 - 9.2.2. are not unlawful terms under section 194 of the Fair Work Act 2009 (Cth); and
 - 9.2.3. result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 9.3. The Employer must ensure that the individual flexibility arrangement:
 - 9.3.1. is in writing; and
 - 9.3.2. includes the name of the Employer and Employee; and
 - 9.3.3. is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - 9.3.4. includes details of:
 - (a) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (b) how the arrangement will vary the effect of the terms; and
 - (c) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (d) states the day on which the arrangement commences.
- 9.4. The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 9.5. The Employer or Employee may terminate the individual flexibility arrangement:
 - 9.5.1. by giving no more than 28 days written notice to the other party to the arrangement; or
 - 9.5.2. if the Employer and Employee agree in writing at any time.

10. Flexible Working Arrangements

- 10.1. Employees who have completed at least 12 months continuous service are entitled to request flexible working arrangements pursuant to section 65 of the *Fair Work Act 2009* (Cth) if they:
- 10.1.1. are pregnant;
 - 10.1.2. are the parent, or have responsibility for the care, of a child who is school age or younger;
 - 10.1.3. are a carer (within the meaning of the *Carer Recognition Act 2010*);
 - 10.1.4. have a disability;
 - 10.1.5. are 55 years of age or older;
 - 10.1.6. are experiencing family and domestic violence;
 - 10.1.7. provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing family and domestic violence.
- 10.2. This clause is to be read in conjunction with section 65 of the *Fair Work Act 2009* (Cth).
- 10.3. Requests for flexible working arrangements, whether made pursuant to section 65 of the *Fair Work Act 2009* (Cth) or in line with TAFE NSW's policies on working flexibility, can include changes to hours of work, patterns of work and locations of work (including working from home).

11. Managing Workplace Change and Consultation

Major Workplace Change

- 11.1. Where TAFE NSW has made a definite decision to introduce major changes in:
- 11.1.1. Production; or
 - 11.1.2. Program; or
 - 11.1.3. Organisation; or
 - 11.1.4. Structure; or
 - 11.1.5. Technology
- that are likely to have significant effects on employees, TAFE NSW must notify the employees who may be affected by the proposed changes and their representative(s).
- 11.2. Significant effects include:
- 11.2.1. termination of employment;

- 11.2.2. major changes in the composition, operation or size of TAFE NSW's workforce or in the skills required, including the outsourcing of a function of work performed by a class or group of employees;
- 11.2.3. the elimination or diminution of job opportunities, promotion opportunities or job tenure;
- 11.2.4. the alteration of hours of work;
- 11.2.5. the need for retraining or transfer of employees to other work or locations; and
- 11.2.6. the restructuring of jobs.

provided that where this Agreement makes provision for alteration of any of the above matters, such an alteration is deemed not to have significant effect.

Consultation on Major Workplace Change

- 11.3. TAFE NSW must discuss with the Employees affected and their representatives if any, the introduction of the changes referred to in clause 11.1, the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees and must give prompt and genuine consideration to matters raised by the Employees and/or their representatives in relation to the changes.
- 11.4. The discussions must commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in clause 11.1.
- 11.5. For the purposes of such discussion, TAFE NSW must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including
 - 11.5.1. the nature of the changes proposed;
 - 11.5.2. the expected effects of the changes on employees;
 - 11.5.3. current and proposed organisational structure;
 - 11.5.4. current and proposed positions descriptions, where relevant;
 - 11.5.5. any other matters likely to affect employees;

provided that TAFE NSW is not required to disclose confidential information the disclosure of which would be contrary to TAFE NSW's interests.

- 11.6. Employees affected by workplace change will be managed in accordance with the NSW Government's Managing Excess Employees Policy, as amended from time to time.
- 11.7. In any case of redundancy resulting in the termination of employment of an employee aged 45 years or over who has more than 2 years continuous service, TAFE NSW will give notice in accordance with the National Employment Standards rather than

any shorter period of notice that might be provided under the Managing Excess Employees Policy, as amended from time to time.

- 11.8. TAFE NSW will continue to consult with and support directly affected employees during the implementation of major workplace change.

Consultation about changes to regular rosters or hours of work

- 11.9. Where TAFE NSW proposes to change an employee's regular roster or ordinary hours of work, TAFE NSW must consult with the employee(s) affected and their representatives about the proposed change.

- 11.10. TAFE NSW must:

11.10.1. provide to the employee(s) affected and their representatives, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);

11.10.2. invite the employee(s) affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and

11.10.3. give consideration to any matters raised about the impact of the proposed change that are given by the employee(s) concerned and/or their representatives.

- 11.11. The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

- 11.12. These provisions are to be read in conjunction with other provisions in this Agreement concerning the scheduling of work and notice requirements.

12. Salary

- 12.1. Salaries for TAFE Managers under this Agreement in Schedule 1, Salaries, of Part A includes an increase of:

12.1.1. 3.5% from the first full pay period on or after 1 January 2025;

12.1.2. 3% from the first full pay period on or after 1 January 2026;

12.1.3. 3% from the first full pay period on or after 1 January 2027

- 12.2. A \$1,000 taxable, one-off cost of living adjustment payment, plus superannuation, conditional on the 12-month annual average Sydney Consumer Price Index rate exceeding 4.5% in the year to the March Quarter of 2025, 2026 and/or 2027. The payment would be pro-rated for TAFE Managers who do not work on a permanent or temporary full-time basis and will be paid in July 2025, July 2026 and/or July 2027.

12.3. Salary Packaging

12.3.1. For the purposes of this clause "salary" means the salary or rates of pay prescribed for the Employee's classification by Schedule 1 of this Agreement and any allowances paid to an Employee which form part of the Employee's salary for superannuation purposes. An Employee may, by agreement with the Employer, enter into a salary packaging arrangement, including salary sacrifice to superannuation, where they may convert up to 100% of their salary to:

- (a) a motor vehicle (whether on a business/private split in accordance with subclause 12.4 or a novated lease under the Employer's salary packaging scheme) and;
- (b) the full range of benefits under the Employer's salary packaging scheme, provided that no TAFE Manager may package more than one motor vehicle at any given time whether on a business/private split in accordance with subclause 12.4 or a novated lease under the Employer's salary packaging scheme.

12.3.2. Any pre-tax and post-tax payroll deductions must be taken into account prior to determining the amount of salary available to be packaged. Such payroll deductions may include but are not limited to, compulsory superannuation payments, HECS payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.

12.3.3. The terms and conditions of the salary packaging arrangement, including the duration as agreed between the Employee and Employer, will be provided in a separate written agreement, in accordance with the Employer's salary packaging guidelines. Such agreement must be made prior to the period of service to which the earnings relate.

12.3.4. Salary packaging must be cost neutral for the Employer. Employees must reimburse the Employer in full for the amount of:

- (a) any fringe benefits tax liability arising from a salary packaging arrangement; and
- (b) any administrative fees.

12.3.5. Where the Employee makes an election to salary package the following payments made by the Employer in relation to an Employee shall be calculated by reference to the annual salary which the Employee would have been entitled to receive but for the salary packaging arrangement:

- (a) Superannuation Guarantee Contributions;
- (b) any salary-related payment including but not limited to allowances and workers compensation payments; and;
- (c) payments made in relation to accrued leave paid on termination of the Employee's employment or on the death of the Employee.

- 12.4. The motor vehicle benefit provided for in sub clause 12.3.1 provides the TAFE Manager with access to the use of a motor vehicle on a business/private basis in accordance with relevant TAFE NSW policy.

13. Superannuation

- 13.1. The rate of superannuation payable to employees covered by this agreement will be in accordance with the *Superannuation Guarantee (Administration) Act 1992* (Cth).

14. Hours of Work

- 14.1. A flexible and adaptive approach in relation to working hours and working arrangements will be adopted which recognises the professionalism of TAFE Managers.
- 14.2. The ordinary working hours for TAFE Managers will be 35 hours per week.
- 14.3. The reasonable pattern of attendance shall be agreed between an individual TAFE Manager and their line manager;
- 14.4. Reasonable additional hours above 35 ordinary working hours per week may be required.
- 14.5. A TAFE Manager may refuse to work additional hours if they are unreasonable. In determining what is unreasonable the factors outlined in the National Employment Standards of the *Fair Work Act 2009* (Cth) apply.

15. Workload Allocation and Review

- 15.1. TAFE NSW acknowledges that workload allocation can be reviewed if an employee considers it to be unsustainable, inequitable or unmanageable.
- 15.2. An employee who has concerns about their workload will in the first instance discuss the matter with their immediate supervisor. Discussions regarding workload will focus on prioritisation of tasks and resources.
- 15.3. If the workload issue cannot be resolved between the employee and their immediate supervisor, within 21 days, the matter may be escalated in writing by the employee to the next level manager.
- 15.4. The next level manager will consider the concerns raised and discuss them with the employee and immediate supervisor to determine a resolution. The resolution will be articulated in writing by the next level manager, within 14 days of the issue having been escalated to them.

16. Employee Right to Disconnect

- 16.1. Clause 16 provides for the right of an employee to disconnect under section 333M of the *Fair Work Act 2009* (Cth).
- 16.2. Section 333M provides that, unless it is unreasonable to do so, an employee may refuse to monitor, read or respond to contact, or attempted contact, from:

- 16.2.1. their employer outside of the employee's working hours,

- 16.2.2. a third party if the contact or attempted contact relates to, their work and is outside of the employee's working hours.
- 16.3. Section 333M(3) lists matters that must be taken into account in determining whether an employee's refusal is unreasonable.
- 16.4. Section 333M(5) provides that an employee's refusal will be unreasonable if the contact or attempted contact is required under a law of the Commonwealth, a State or a Territory.
- 16.5. Section 333N provides for the resolution of disputes about whether an employee's refusal is unreasonable and about the operation of section 333M.
- 16.6. The general protections in Part 3–1 of the *Fair Work Act 2009* (Cth) prohibit an employer taking adverse action against an employee because of the employee's right to disconnect under section 333M of the *Fair Work Act 2009* (Cth).
- 16.7. An employer must not directly or indirectly prevent an employee from exercising their right to disconnect under the *Fair Work Act 2009* (Cth).
- 16.8. Clause 16.7 does not prevent an employer from contacting, or attempting to contact, an employee outside of the employee's working hours.

17. Review of Classification

- 17.1. If an employee considers their role to have substantially changed, they should have a discussion with Management about those changes.
- 17.2. If, as a result of those discussions, Management determines that a review is required, this will be referred to the relevant team for a position evaluation to be completed.
- 17.3. If the review results in the position being reclassified to a higher level, the reclassification for the employee will retrospectively take effect from the date the review is referred to the relevant team for a position evaluation to be undertaken.

18. Lactation Breaks

- 18.1. This clause applies to Employees who are lactating. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this Agreement.
- 18.2. A full time Employee or a part time Employee is entitled to paid lactation breaks as required. Generally lactation breaks will be for up to 30 minutes per occasion, or as needed by the employee.
- 18.3. A flexible approach to lactation breaks can be taken by mutual agreement between an Employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the Employee.

- 18.4. The Employer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 18.5. Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and Employee will take place to attempt to identify reasonable alternative arrangements for the Employee's lactation needs.
- 18.6. Employees experiencing difficulties in effecting the transition from home-based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- 18.7. Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise Personal Leave in accordance with subclause 24.4, Personal Leave of this Agreement, or access to clause 14, Hours of Work of this Agreement, where applicable.

19. Capability Development

- 19.1. The Employer confirms a commitment to capability development for TAFE Managers. TAFE Managers recognise their obligation to maintain and update their professional skills for the benefit of TAFE NSW students and Employees.
- 19.2. The Employer will continue to participate in initiatives to identify competencies for TAFE Managers in consultation with relevant industry parties.
- 19.3. The Employer is committed to providing access to and support for capability and leadership / management development.
- 19.4. Where the Employee requires professional development, the Employer will meet the compulsory fees involved. Where the capability development opportunity is voluntary the Employer may, at its discretion, refund all or part of the compulsory fees incurred by the TAFE Managers approved to undertake approved training and professional development programs.
- 19.5. Consistent with the above commitments Directors should ensure that all TAFE Managers undertake at least two days per year of training and capability development related to their current and medium term development needs as identified in their performance development review plan. A discussion should occur between the Employer and the Employee to arrange for the training and capability development to occur at a suitable time that takes into account workload and TAFE NSW's requirements. This does not preclude access to other development opportunities provided by the Employer.

20. Appointment

- 20.1. The filling of vacant positions of TAFE Manager will be by way of a competitive selection process based on merit, subject to the provisions of the TAFE NSW Recruitment and Staff Selection policy.

- 20.2. A person who is not already a permanent Employee of TAFE NSW who is appointed to a TAFE Manager's position shall be appointed for a minimum probationary period of six months.

21. Management of Performance and Conduct

- 21.1. TAFE NSW's Guidelines for the Management of Performance and Conduct, as amended from time to time, will apply to all Employees employed in classifications under this Agreement.

22. Promotional Review

- 22.1. TAFE Managers whose application for a promotion is unsuccessful have a right to request a review where such appointment would involve a salary increase for the applicant.

23. Deferred Salary Scheme

- 21.1 TAFE Managers may seek to join the Employer's deferred salary scheme.
- 21.2 Successful applicants may defer twenty per cent of their salary for the first four years and be paid the deferred salary in the fifth year.
- 21.3 The deferred salary scheme does not apply to temporary TAFE Managers.
- 21.4 TAFE Managers employed on a specified term contract may apply to join the Employer's deferred salary scheme subject to approval from the General Manager and provided that the remaining contracted period would allow effective operation of the salary deferral scheme.

24. Leave

24.1. Annual leave

- 24.1.1. Annual leave shall accrue at the rate of four weeks per annum. Employees working part-time shall accrue paid annual leave on a pro-rata basis.
- 24.1.2. Western Division Employees accrue an additional week of annual leave per annum.
- 24.1.3. Paid annual leave can be taken for a period agreed between a TAFE Manager and TAFE NSW.
- 24.1.4. TAFE NSW must not unreasonably refuse to agree to a request by a TAFE Manager to take paid annual leave.
- 24.1.5. Annual leave can be cashed out subject to the following:
- (a) The TAFE Manager must have more than four weeks of annual leave accrued; and

- (b) After cashing out annual leave, the TAFE Manager's remaining accrued entitlement cannot be less than four weeks; and
- (c) Each occasion of cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the TAFE Manager; and
- (d) the TAFE Manager must be paid at least the full amount that would have been payable to them had they taken the leave that they have forgone.

24.2. Purchased Leave

24.2.1. An employee may apply to enter into an agreement with TAFE NSW to purchase either 10 days (2 weeks) or 20 days (4 weeks) of additional leave within a 12-month period, which if approved is to be taken in the 12-month period specified in the agreement.

24.2.2. Purchased leave will be funded through a reduction in the Employee's salary by the number of purchased leave days and then annualised at a pro rata rate over the 12-month period.

24.2.3. Purchased leave is subject to the following provisions:

- (a) purchased leave must be taken in blocks of five (5) days.
- (b) public holidays do not count as purchased leave.
- (c) the purchased leave cannot be accrued and will be refunded
- (d) where it has not been taken in the 12-month period.
- (e) other leave taken during the 12-month purchased leave period will be paid at the purchased leave rate of pay.
- (f) Personal/Carer's Leave cannot be taken during a period of purchased leave.
- (g) the purchased leave rate of pay will be the salary for all purposes including superannuation.
- (h) higher duties allowance will not be paid when a period of purchased leave is taken.
- (i) the leave will be counted as service for all purposes.
- (j) purchase leave will not attract any leave loading.

24.2.4. Approval of purchased leave is subject to TAFE NSW's business needs and the Employee's work demands.

24.3. Extended leave

24.3.1. Extended leave shall be in accordance with Section 22 of the Act.

24.4. Personal/Carer's Leave

- 24.4.1. Employees accrue Personal/Carer's Leave at the rate of fifteen working days per calendar year i.e. 1 January to 31 December. The full annual entitlement is available from 1 January each year (not accrued on a monthly basis). The unused component of the annual entitlement is fully cumulative.
- 24.4.2. Where a TAFE Manager requires Personal/Carer's Leave in addition to the entitlements provided in sub clause 24.4.1 above in cases of long-term illness, they may apply to the Employer for special sick leave. Such requests will be considered by the Employer on a case-by-case basis;
- 24.4.3. Use of Personal Leave – A TAFE Manager may use the available Personal Leave from the current year plus any accumulated Personal Leave to provide care or support for persons set out below who require care and support because of an illness, injury or unexpected emergency affecting the person.
- 24.4.4. Such illness, injury or unexpected emergency shall be supported, if required, by a medical certificate or statutory declaration that the illness, injury or unexpected emergency is such as to require the care or support by another person for a specified period.
- 24.4.5. The choice of medical certificate or statutory declaration is the TAFE Manager's. Neither the medical certificate nor statutory declaration is required to reveal the exact nature of the illness, or injury. Wherever practicable, prior notice of the intention to take leave should be given by the TAFE Manager.
- 24.4.6. The entitlement to use Personal/Carer's Leave in accordance with this subclause is subject to the person concerned being:
 - (a) a spouse of the TAFE Manager; or;
 - (b) a De Facto Partner of the TAFE Manager; or
 - (c) a child or an adult (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the TAFE Manager or spouse or de facto partner of the TAFE Manager; or
 - (d) a member of the TAFE Manager's Household.
- 24.4.7. Use of Other Leave – To care for an ill or injured family member, a TAFE Manager may also use leave without pay if paid personal carer's leave has been exhausted with the consent of TAFE NSW.

24.5. Community Service Leave

- 24.5.1. The General Manager or nominee will grant paid Community Service Leave to a TAFE Manager in accordance with the National Employment

Standards and the TAFE NSW Policy – Special Leave, for periods when an Employee is:

24.5.1.1. performing jury service; or

24.5.1.2. acting as an Emergency Volunteer

24.6. Family and Community Service Leave

24.6.1. The General Manager or nominee may grant Family and Community Service Leave for the following purposes:

(a) for reasons related to the family responsibilities of the TAFE Manager; or

(b) for reasons related to the performance of community service by the TAFE Manager; or

(c) for reasons of pressing necessity.

24.6.2. Quantum - The amount of Family and Community Service Leave available to a TAFE Manager shall be either:

(a) 2.5 days during the first year of service and five days in any period of two years after the first year; or

(b) after two years of continuous service, one day of Family and Community Service Leave for each completed year of service less the total amount of family and community service leave previously granted to an TAFE Manager; whichever is the greater period.

24.6.3. Where such leave is exhausted, personal/carer's leave in accordance with subclause 24.4.1 may be used.

24.6.4. Family and Community Service Leave is provided in addition to the entitlements under Personal/Carer's Leave and the TAFE NSW Special Leave policy, which provides for paid leave for Jury service and for emergency service volunteers subject to the conditions outlined in the policy.

24.7. Compassionate Leave

24.7.1. A TAFE Manager shall be entitled to up to two days paid Compassionate Leave on each occasion where a person prescribed in subclause 24.4.6 above, contracts, develops or sustains an illness or injury that poses a serious threat to his or her life or dies.

24.7.2. The TAFE Manager must notify the General Manager or nominee as soon as practicable of the intention to take compassionate leave and shall, if required by the General Manager or nominee, provide to the satisfaction of the General Manager or nominee proof of the relevant death, illness or injury.

- 24.7.3. Compassionate leave may be taken in conjunction with other leave available under this clause. In determining such a request the General Manager or nominee shall give consideration to the circumstances of the General Manager and the reasonable operational requirements of TAFE NSW.

25. Parental Leave

- 25.1. TAFE Managers, who are referred to in this clause as Employees, are entitled to access the leave entitlements in this clause in accordance with the TAFE NSW Parental Leave Policy and the TAFE NSW Parental Leave Procedures.
- 25.2. The provisions of this clause operate in addition to that provided by the National Employment Standards in the *Fair Work Act 2009* (Cth) and the *Paid Parental Leave Act 2010* (Cth).
- 25.3. Parental leave is leave where the employee has or will have responsibility for the care of a child and is associated with either:
- 25.3.1. the birth of a child of the employee, the employee's partner or through an employee's legal surrogacy agreement;
 - 25.3.2. the placement of a child under 18 with a view to adoption by the employee or the employee's partner;
 - 25.3.3. the placement of a child under 18 in an ongoing placement arrangement who is subject to a legal order of the Children's Court of NSW or Federal Circuit and Family Court of Australia with an authorised foster carer, or authorised relative/kinship, or suitable person on an ongoing basis.
- 25.4. To access any paid parental leave entitlement, parents must be permanent or temporary employees and have at least 40 weeks' continuous service at TAFE NSW at the date of birth or placement.
- 25.5. The following table summarises the paid and unpaid leave entitlements to parental leave:

Employment	Provision	Entitlement
Permanent and temporary employees	Paid parental leave	Fourteen (14) weeks' at full pay or equivalent half pay or a combination of full and half pay.
	'Bonus' parental leave	Two (2) weeks at full pay or equivalent half pay
	Unpaid parental leave	Twelve (12) months parental leave without pay.
	Leave in the event of a miscarriage	Five (5) days' paid special miscarriage leave in the event of miscarriage at up to 20 weeks' gestation.

Employment	Provision	Entitlement
	Leave in the event of pre-term birth	Paid special pre-term parental leave up to the end of 36 weeks. At 37 weeks, paid parental leave of up to 14 weeks commences.
	Leave in the event of stillbirth	14 weeks paid leave or for as long as a medical practitioner certifies is necessary, whichever is less. 2 weeks for an employee whose partner gave birth.
	Paid special fertility leave	Up to five days paid special fertility treatment leave per calendar year.
	Special adoption or surrogacy leave	2 days of paid leave to attend appointments required for an adoption or surrogacy related process.

Bonus Paid Parental Leave

- 25.6. Employees with an entitlement to paid parental leave also have an entitlement to an additional two-week 'bonus' paid parental leave, who are single parents or where each parent has exhausted any paid parental leave offered by their employer.

Paid leave in the event of a miscarriage

- 25.7. Where an employee or their partner miscarries (i.e., pregnancy ceases at up to 20 weeks' gestation), the employee is entitled to 5 days' paid special leave. To access this leave, employees may be asked to provide a medical certificate or early loss certificate.

Paid leave in the event of a pre-term birth

- 25.8. Where an employee or their partner gives birth prior to the 37th week of pregnancy, the parent primarily responsible for care of the child at birth is entitled to paid special leave—from the date of birth, until what would have been the end of 36 weeks' gestation.

Paid leave in the event of a stillbirth

- 25.9. If an employee's child is stillborn or dies shortly after birth, and the employee would have otherwise been entitled to paid parental leave, they are entitled to paid parental leave for as long as a medical practitioner certifies to be necessary or 14 weeks, whichever is shorter
- 25.10. Where an employee's partner gives birth to a stillborn child the employee can access two weeks Paid Parental Leave.

Paid special fertility treatment leave

- 25.11. Where an employee is absent from work to undergo fertility treatment, they are entitled to up to five days paid special fertility treatment leave per calendar year (non-cumulative).

Combining with Annual or Extended Leave

- 25.12. An Employee may elect to take available annual leave or extended leave within the period of parental leave provided this does not extend the total period of such leave.

- 25.13. An Employee may elect to take available annual leave at half pay in conjunction with parental leave subject to:

25.13.1. accrued annual leave at the date leave commences is exhausted within the period of parental leave;

25.13.2. the total period of parental leave, is not extended by the taking of annual leave at half pay;

25.13.3. when calculating other leave accruing during the period of annual leave at half pay, the annual leave at half pay shall be converted to the full time equivalent and treated as full pay leave for accrual of further annual, extended and other leave at the full time rate.

Return to Work Guarantee

- 25.14. After a period of parental leave, employees are entitled to return to:

25.14.1. the same position they held immediately before the start of the leave; or

25.14.2. where the employee was temporarily transferred to a safer job immediately before the start of parental leave, to the position held immediately before the transfer.

- 25.15. If a position no longer exists or is not available, the employee is entitled to be employed in an available position comparable in status and pay, and for which the employee is qualified and capable of performing.

Applying for Parental Leave

- 25.16. An Employee who wishes to take parental leave must notify the Managing Director in writing at least 8 weeks (or as soon as practicable) before the expected commencement of parental leave:

25.16.1. that they intend to take parental leave, and

25.16.2. the expected date of birth or the expected date of placement.

26. Domestic and Family Violence Leave

- 26.1. For the purposes of clause 26 Domestic and Family Violence Leave the following definitions apply:

- 26.1.1. An intimate relationship refers to people who are or have been in an intimate partnership, whether or not the relationship involves or has involved a sexual relationship, for example, married, engaged to be married, separated, divorced, de facto partners, couple promised to each other under cultural or religious tradition, or who are dating.
- 26.1.2. A family relationship has a broader definition and includes people who are related to another through blood, marriage or de facto partnerships, adoption and fostering relationships, sibling, and extended family relationships. It includes the full range of kinship ties in Aboriginal and Torres Strait Islander communities, and extended family relationships. People living in the same house may also be in a domestic relationship if their relationships exhibit dynamics which may foster coercive and abusive behaviours.
- 26.1.3. Examples of behaviours that constitute domestic and family violence include but are not limited to:
 - (a) physical and sexual violence;
 - (b) verbal abuse;
 - (c) emotional or psychological abuse;
 - (d) stalking and intimidation;
 - (e) technology facilitated abuse;
 - (f) social and geographical isolation;
 - (g) financial abuse;
 - (h) cruelty to pets;
 - (i) damage to property; or
 - (j) threats to be violent in the above ways.
- 26.2. Employees are entitled to 20 days of paid domestic and family violence leave in each calendar year. This leave is not cumulative.
- 26.3. Paid domestic and family violence leave is not pro-rata for part-time employees.
- 26.4. Employees can take paid domestic and family violence leave in part-days, single days, or consecutive days. There is not a minimum number of hours that an employee must take in a day.
- 26.5. Employees experiencing domestic and family violence may take domestic and family violence leave including for the following purposes:
 - 26.5.1. seeking safe accommodation or establishing safety;
 - 26.5.2. attending medical, legal, police or counselling appointments relating to their experience of domestic and family violence;
 - 26.5.3. attending court and other legal proceedings relating to their experience of domestic and family violence;

- 26.5.4. organising alternative care or education arrangements for their children or person(s) in their care;
 - 26.5.5. other activities that will help them to establish safety and recover from their experience of domestic and family violence; or
 - 26.5.6. any other purpose associated with the impact of experiencing domestic and family violence which is impractical to do outside of their normal hours of work.
- 26.6. Domestic and family violence leave does not need to be approved before it can be accessed. However, employees should advise their employer of the need to take domestic and family violence leave as soon as possible.
- 26.7. The leave entitlement can be accessed without the need to exhaust other available leave entitlements first.
- 26.8. The employer should only require evidence of the occurrence of domestic and family violence in exceptional circumstances and should use their discretion when assessing whether evidence is needed, and if so, what type of evidence.
- 26.9. Evidence of the occurrence of domestic and family violence may include:
 - 26.9.1. a document issued by the police, a court, a domestic violence support service or a member of the legal profession;
 - 26.9.2. a provisional, interim or final Apprehended Violence Order (AVO), Apprehended Domestic Violence Order (ADVO), certificate of conviction or family law injunction;
 - 26.9.3. a medical certificate;
 - 26.9.4. a statutory declaration by the employee experiencing domestic and family violence; or
 - 26.9.5. any other evidence that would satisfy a reasonable person that domestic and family violence has occurred.
- 26.10. Evidence provided by an employee should be sighted and must be returned to the employee. The evidence must not be retained by the employer or stored on the employee's personnel file.
- 26.11. The intent of paid domestic and family violence leave is to provide employees with the same remuneration as they would have received, inclusive of penalties that would have applied, if they did not take the leave. Full-time and part-time employees are entitled to be paid at their full rate of pay for the hours they would have worked had they not taken the leave.
- 26.12. Employers must keep personal information about domestic and family violence (including information about support provided by the Employer) confidential. This includes not recording instances of or information about domestic and family violence leave on:
 - 26.12.1. payslips,

26.12.2. the employee's personnel file, or

26.12.3. rosters.

26.13. Any information regarding an employee's experience of domestic or family violence, including any domestic and family violence leave or supports provided (under this clause or otherwise), can only be accessed by senior HR personnel or, with the employee's consent, a relevant senior manager.

26.14. Employers must not take adverse action against an employee because they:

26.14.1. have experienced, or are experiencing, domestic and family violence; or

26.14.2. use the paid domestic and family violence leave provisions.

26.15. The employer will provide support to an employee experiencing domestic and family violence, including but not limited to the provision of flexible working arrangements, including changing working times, work locations, telephone numbers and email addresses.

26.16. Leave for employees providing support to people experiencing domestic and family violence:

26.16.1. Employees providing care and support to a member of their family or household experiencing domestic and family violence may, if the criteria is met, access existing leave entitlements including:

- a. Clause 24.6 Family and Community Service Leave; or
- b. Clause 24.4 Personal/Carer's Leave to care for a family member as outlined in subclause 24.4.6.

26.16.2. The "family" or "household" member that the employee is providing care and support to must meet the definition of these terms, as referred to at subclause 24.4.6.

26.16.3. If the employer needs to establish the reasons for an employee accessing existing leave entitlements under these provisions, the employee may be required to provide evidence consistent with subclause 24.4.5.

26.16.4. Evidence provided by an employee should be sighted and must be returned to the employee. The evidence must not be retained by the employer or stored on the employee's personnel file.

27. Qualification Requirements

27.1. Qualifications for positions shall accurately reflect the requirements of the position and conform to equal employment opportunity principles. Any artificial barriers to promotion should be removed.

27.2. The qualification requirements of positions shall be reviewed by the Employer from time to time in consultation with the Unions.

28. Workplace Union Delegates

- 28.1 Clause 288 provides for exercise of the rights of Workplace Union Delegates set out in section 350C of the *Fair Work Act 2009* (Cth).
- 28.2 Before exercising entitlements under clause 28, a Workplace Union Delegate must give the employer written notice of their appointment or election as a Workplace Union Delegate. If requested, the Workplace Union Delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.
- 28.3 An employee who ceases to be a Workplace Union Delegate must give written notice to the employer within 14 days.
- 28.4 Right of representation
- 28.4.1 A Workplace Union Delegate shall be allowed necessary time during working hours to represent the industrial interests of employees who wish to be represented by the Workplace Union Delegate in matters including:
- a. consultation about major workplace change;
 - b. consultation about changes to rosters or hours of work;
 - c. resolution of disputes;
 - d. disciplinary processes;
 - e. meetings between an employee and their supervisor where a support person is required by the employee;
 - f. enterprise bargaining where the Workplace Union Delegate has been appointed as a bargaining representative under section 176 of the *Fair Work Act 2009* (Cth) or is assisting the union with enterprise bargaining; and
 - g. any process or procedure within an award, enterprise agreement or policy of the employer under which employees are entitled to be represented and which concerns their industrial interests.
- 28.5 Entitlement to reasonable communication
- 28.5.1 A Workplace Union Delegate may communicate with the employer, an accredited Union official or employees for the purpose of representing employees' industrial interests under clause 28. This includes discussing membership of the union and representation with employees.
- 28.5.2 A workplace union delegate may communicate with the employer, an accredited Union official or employees during working hours, or work breaks, or before or after work.
- 28.6 Entitlement to reasonable access to the workplace and workplace facilities
- 28.6.1 The employer must provide a Workplace Union Delegate with access to or use of the following workplace facilities:

- a. a room or area to hold discussions that is fit for purpose, private and accessible by the Workplace Union Delegate and employees;
- b. a physical or electronic noticeboard;
- c. electronic means of communication ordinarily used in the workplace by the employer to communicate with employees and by employees to communicate with each other, including access to Wi-Fi;
- d. a lockable filing cabinet or other secure document storage area; and
- e. office facilities and equipment including printers, scanners and photocopiers.

28.6.2 The employer is not required to provide access to or use of a workplace facility under subclause 28.6.1 if:

- a. the workplace does not have the facility;
- b. due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
- c. the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

28.7 **Entitlement to reasonable access to training**

28.7.1 The employer must provide a Workplace Union Delegate with access to up to 12 days of paid time during normal working hours in any period of two years, to attend training related to representation of the industrial interests of employees, which is endorsed by the union, subject to the following conditions:

- a. Payment for a day of paid time during normal working hours is payment of the amount the Workplace Union Delegate would have been paid for the hours the Workplace Union Delegate would have been rostered or required to work on that day if the Workplace Union Delegate had not been absent from work to attend the training.
- b. Workplace Union Delegates that are permanent or temporary employees leave to attend training includes any necessary travelling time and is covered by relief in accordance with a long standing 50:50 cost sharing arrangement between the Employer and the Unions. For the avoidance of doubt, travelling time does not include expenses associated with attendance, for example but not limited to, fares, accommodation, meal costs, overtime, travelling compensation, travelling and subsistence allowances or meal money.
- c. The Workplace Union Delegates must give the employer not less than 4 weeks' notice (unless the employer and union delegate agree to a shorter period of notice) of the dates of the training, and the name of the training provider.
- d. If requested by the employer, a statement will be provided from the union that it has nominated the employee concerned for the course or seminar and supports the employee's application.

- e. The employer must not unreasonably withhold approval of paid time to attend training related to representation of the industrial interests of employees.
- f. The Workplace Union Delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

28.8 Entitlements under clause 28

28.8.1 A Workplace Union Delegate's entitlements under clause 28 are subject to the conditions that the Workplace Union Delegate must, when exercising those entitlements:

- a. comply with their duties and obligations as an employee;
- b. comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
- c. not hinder, obstruct or prevent the normal performance of work; and
- d. not hinder, obstruct or prevent employees exercising their rights to freedom of association.

28.8.2 Clause 28 does not require the employer to provide a Workplace Union Delegate with access to electronic means of communication in a way that provides individual contact details for employees.

28.8.3 Clause 28 does not require an employee to be represented by a Workplace Union Delegate without the employee's agreement

28.9 Under section 350A of the *Fair Work Act 2009* (Cth), the employer must not:

- 28.9.1 unreasonably fail or refuse to deal with a Workplace Union Delegate; or
- 28.9.2 knowingly or recklessly make a false or misleading representation to a Workplace Union Delegate; or
- 28.9.3 unreasonably hinder, obstruct or prevent the exercise of the rights of a Workplace Union Delegate under the *Fair Work Act 2009* (Cth) or clause 28.

28.10 Consultative or like committees

28.10.1 Where an Employee (including a Workplace Union Delegate) is required by the Employer, nominated by the Union or otherwise selected by other Employees to participate in work based consultative or like committees, the Employer shall provide such Employees with paid leave to attend to such matters.

28.10.2 In addition, where such committees unanimously agree to undertake a particular project consistent with their terms of reference, the Employer shall provide sufficient paid time to enable the Employee to undertake the project.

29. Special Fitness and Hard to Fill

- 29.1 A position will be regarded as "hard to fill" when it has been advertised once throughout TAFE NSW and twice on <https://iworkfor.nsw.gov.au> or its successor and no appointment has been made.
- 29.2 When a position has been identified as "hard to fill" in accordance with subclause 29.1 of this clause, the Employer will review the position in order to ensure that the current position description and accountabilities appropriately reflect the nature of the position. Where appropriate, job redesign will follow and the new position will be advertised in the normal manner.
- 29.3 Where job redesign has not been deemed to be appropriate, the Employer or nominee may offer an allowance of up to ten per cent of the maximum salary of the position when it is next advertised.
- 29.4 The allowance will be paid to the selected applicant for as long as they remain in the advertised position.

PART A

MONETARY RATES

Schedule 1 - Salaries

TAFE Managers	Salary from the first pay period to commence on or after 1.1.2025	Salary from the first pay period to commence on or after 1.1.2026	Salary from the first pay period to commence on or after 1.1.2027
Increase	3.5%	3%	3%
	\$	\$	\$
Level 1	163,687	168,598	173,656
Level 2	176,043	181,324	186,764
Level 3	185,308	190,867	196,593
Level 4	197,662	203,592	209,700
Level 5	210,015	216,315	222,804
Level 6	223,003	229,693	236,584

Signed on behalf of the Technical and Further Education Commission

ABN: 89 755 348 137

Signature:



Print Name:

Julian Oliveux

Position:

Director, Workplace Relations

Dated:

13 May 2025

Address:

Cnr Harris and Mary Ann Streets
Ultimo 2007

In the presence of:

Signature:



Print Witness Name:

Kiley Humphreys

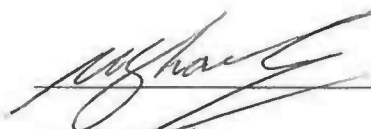
Position:

Professional Officer

Signed on behalf of a bargaining representative for employees who will be covered by this Agreement: The Australian Education Union New South Wales Teachers Federation

ABN: 86 600 150 697

Signature:



Print Name: Maxine Sharkey

Position: General Secretary

Dated: 12 May 2025

Address: 22-33 Mary Street, Surry Hills NSW 2010

In the presence of:

Signature:



Henry Rajendra

Print Witness Name:

Position: President

Signed on behalf of a bargaining representative for employees who will be covered by this Agreement: the Community and Public Sector Union NSW Branch (CPSU NSW)

ABN:

11 681 811 732

Signature:

Troy Wright

Print Name:

Troy Wright

Position:

Branch Assistant Secretary

Dated:

12 May 2025

Address:

160 Clarence Street, Sydney NSW 2000

In the presence of:

Signature:

Lisa Nelson

Print Witness Name:

LISA NELSON.

Position:

Senior Industrial Officer.