

# **TAFE Commission of NSW TAFE Managers Enterprise Agreement 2024**

## TAFE COMMISSION OF NSW TAFE MANAGERS ENTERPRISE AGREEMENT 2024

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### Part A

#### MONETARY RATES

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**1. Title**

1.1 This Agreement is titled the TAFE Commission of NSW TAFE Managers Enterprise Agreement 2024.

**2. Coverage**

2.1 This Agreement covers:

- (a) TAFE NSW;
- (b) 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;
- (c) The Australian Education Union New South Wales Teachers Federation (NSWTF) Branch;
- (d) 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 2024.

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**

4.1 "Act" means the Technical and Further Education Commission Act 1990.

4.2 "Agreement" means the TAFE Commission of NSW TAFE Managers Enterprise Agreement 2024.

- 4.3 "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*.
- 4.4 "Domestic Violence" means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007* (NSW) and *Fair Work Act 2009* (Cth).
- 4.5 "Employee" means a person employed in a classification covered by this Agreement.
- 4.6 "Employer" means the Technical and Further Education Commission.
- 4.7 "General Manager" means a person employed as such.
- 4.8 "Household" is defined as one or more persons usually resident in the same private dwelling.
- 4.9 "Managing Director" means the Managing Director of TAFE NSW.
- 4.10 "People and Safety Business Partner" means a person employed as such.
- 4.11 "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.
- 4.12 "TAFE", "TAFE Commission" or "TAFE NSW" means the Technical and Further Education Commission, that is, the TAFE Commission.
- 4.13 "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.
- 4.14 "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.
- 4.15 "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).

## **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 21 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:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) 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:
- (a) is in writing; and
  - (b) includes the name of the Employer and Employee; and
  - (c) 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
  - (d) includes details of:
    - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) 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
    - (iv) 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:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) 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 flexibly, 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 4% back-paid to the first full pay period on or after 1 January 2024.
- 12.2. Salary Packaging

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.

- 12.2.1. 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 12.3 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 12.3 or a novated lease under the Employer's salary packaging scheme.
- 12.2.2. 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.
- 12.2.3. 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.

12.2.4. 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.

12.2.5. 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.

12.3. The motor vehicle benefit provided for in sub clause 12.2.1 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. Lactation Breaks**

- 16.1. 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.
- 16.2. 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.
- 16.3. 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.
- 16.4. The Employer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 16.5. 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.
- 16.6. 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.

- 16.7. 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 20.3, Personal Leave of this Agreement, or access to clause 12, Hours of Work of this Agreement, where applicable.

## **17. Capability Development**

- 17.1. 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.
- 17.2. The Employer will continue to participate in initiatives to identify competencies for TAFE Managers in consultation with relevant industry parties.
- 17.3. The Employer is committed to providing access to and support for capability and leadership / management development.
- 17.4. 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.
- 17.5. 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.

## **18. Appointment**

- 18.1. 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.
- 18.2. 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.

## **19. Management of Performance and Conduct**

- 19.1. 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.

## **20. Promotional Review**

- 20.1. 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.

## **21. 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.

## **22. Leave**

### **22.1 Annual leave**

- 22.1.1 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.
- 22.1.2 Western Division Employees accrue an additional week of annual leave per annum.
- 22.1.3 Paid annual leave can be taken for a period agreed between a TAFE Manager and TAFE NSW.
- 22.1.4 TAFE NSW must not unreasonably refuse to agree to a request by a TAFE Manager to take paid annual leave.
- 22.1.5 Annual leave can be cashed out subject to the following:
- 22.1.5.1 The TAFE Manager must have more than four weeks of annual leave accrued; and
  - 22.1.5.2 After cashing out annual leave, the TAFE Manager's remaining accrued entitlement cannot be less than four weeks; and
  - 22.1.5.3 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
  - 22.1.5.4 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.

## 22.2 Purchased Leave

22.2.1 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.

22.2.2 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.

22.2.3 Purchased leave is subject to the following provisions:

22.2.3.1 purchased leave must be taken in blocks of a minimum of five (5) days.

22.2.3.2 public holidays do not count as purchased leave.

22.2.3.3 the purchased leave cannot be accrued and will be refunded where it has not been taken in the 12-month period.

22.2.3.4 other leave taken during the 12-month purchased leave period will be paid at the purchased leave rate of pay.

22.2.3.5 Personal/Carer's Leave cannot be taken during a period of purchased leave.

22.2.3.6 the purchased leave rate of pay will be the salary for all purposes including superannuation.

22.2.3.7 higher duties allowance will not be paid when a period of purchased leave is taken.

22.2.3.8 the leave will be counted as service for all purposes.

22.2.3.9 purchase leave will not attract any leave loading.

22.2.4 Approval of purchased leave is subject to TAFE NSW's business needs and the Employee's work demands. TAFE NSW will not unreasonably refuse an application to take purchased leave.

## 22.3 Extended leave

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

## 22.4 Personal/Carer's Leave

22.4.1 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.



- 22.4.2 Where a TAFE Manager requires Personal/Carer's Leave in addition to the entitlements provided in sub clause 22.4.1 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;
- 22.4.3 Use of Personal/Carer's Leave – A TAFE Manager may use the available Personal/Carer's Leave from the current year plus any accumulated Personal/Carer's 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.
- 22.4.4 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.
- 22.4.5 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.
- 22.4.6 The entitlement to use Personal/Carer's Leave in accordance with this subclause is subject to the person concerned being:
- 22.4.6.1 a spouse of the TAFE Manager; or
  - 22.4.6.2 a De Facto Partner of the TAFE Manager; or
  - 22.4.6.3 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
  - 22.4.6.4 a member of the TAFE Manager's Household.
- 22.4.7 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.

## 22.5 Community Service Leave

- 22.5.1 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:
- 22.5.1.1 performing jury service; or
  - 22.5.1.2 acting as an Emergency Volunteer

## 22.6 Family and Community Service Leave

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

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

- (a) for reasons related to the performance of community service by the TAFE Manager; or
- (b) for reasons of pressing necessity.

22.6.2 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.

22.6.3 Where such leave is exhausted, personal/carer's leave in accordance with subclause 22.4.1 may be used.

22.6.4 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.

## 22.7 Compassionate Leave

22.7.1 A TAFE Manager shall be entitled to up to two days paid Compassionate Leave on each occasion where a person prescribed in subclause 22.4.6 above, contracts, develops or sustains an illness or injury that poses a serious threat to his or her life or dies.

22.7.2 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.

22.7.3 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.

## 23. Parental Leave

23.1 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.

- 23.2 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).
- 23.3 Parental leave is leave where the employee has or will have responsibility for the care of a child and is associated with either:
- 23.3.1 the birth of a child of the employee, the employee’s partner or through an employee’s legal surrogacy agreement;
  - 23.3.2 the placement of a child under 18 with a view to adoption by the employee or the employee’s partner;
  - 23.3.3 the placement of a child under 18 in permanent out-of-home care with the employee or the employee’s partner.
- 23.4 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.
- 23.5 The following table summarises the paid and unpaid leave entitlements to parental leave:

<b>Employment</b>	<b>Provision</b>	<b>Entitlement</b>
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.
	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.
	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

23.6 Employees with an entitlement to paid parental leave also have an entitlement to an additional two-week 'bonus' paid parental leave, where each parent has exhausted any paid parental leave offered by their employer. Employees who are single parents or whose partners do not have access to or are ineligible for employer paid parental leave will receive the full two weeks of bonus paid parental leave. .

## Paid leave in the event of a miscarriage

23.7 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

23.8 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

23.9 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 14 weeks.

## Paid special fertility treatment leave

23.10 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

23.11 An Employee may elect to take available annual leave or extended leave, which may be at half pay, within the period of parental leave provided this does not extend the total period of such leave.

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

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

23.12.2 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

23.13 After a period of parental leave, employees are entitled to return to:

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

23.13.2 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.

23.14 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

23.15 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:

23.15.1 that they intend to take parental leave, and

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

### **24. Family and Domestic Violence Leave**

24.1 The definition of domestic violence is found in sub-clause 4.4, of clause 4 Definitions, of this Agreement.

24.2 TAFE NSW employees are entitled to access 20 days of paid domestic and family violence leave per calendar year. This leave may be accessed without the need to exhaust other leave entitlements first.

24.3 Family and domestic violence leave is able to taken in part-days, single days, or consecutive days.

24.4 Family and domestic violence leave under this clause is non-cumulative and does not accrue year to year.

24.5 The Employer will need to be satisfied, on reasonable grounds, that domestic violence has occurred and may require proof presented in the form of an agreed document issued by the police force, a court, a doctor, a domestic violence support service or lawyer. Approving managers should use their discretion when assessing whether evidence, or what type of evidence, is required to satisfy them that domestic and family violence has occurred and should only require evidence in exceptional circumstances.

24.6 Personal information concerning family and domestic violence will be kept confidential by the Employer. Any documentation sighted by the Employer will be returned to the Employee, unless the Employee requests otherwise.

24.7 The Employer and Employee should discuss how to address the Employee's safety and support needs at work. The Employer and Employee may, if necessary, develop a plan to eliminate or minimise risks in the workplace related to family and domestic violence. Where appropriate TAFE NSW will facilitate flexible working arrangements, subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

## **25. Qualification Requirements**

- 25.1 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.
- 25.2 The qualification requirements of positions shall be reviewed by the Employer from time to time in consultation with the Unions.

## **26. Industrial Rights**

### **26.1 Union Representatives**

- 26.1.1 an accredited Union representative at the place in which he/she is employed shall, upon notification thereof to his/her Employer, be recognised as an accredited Union representative.
- 26.1.2 an accredited Union representative shall be allowed the necessary time during working hours to interview the Employer or his/her representative on matters affecting Employees.
- 26.1.3 an accredited Union representative shall be allowed a reasonable period of time during working hours to interview a duly accredited Union official.

### **26.2 Consultative and Other Committee Work –**

- 26.2.1 Where a TAFE Manager 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;
- 26.2.2 In addition, where such committees unanimously agree to undertake a particular project consistent with its terms of reference, the Employer shall provide sufficient paid time to enable the Employee to undertake the project.

## **27. Special Fitness and Hard to Fill**

- 27.1 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.
- 27.2 When a position has been identified as "hard to fill" in accordance with subclause 27.1 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.
- 27.3 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.

27.4 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 1.1.2024
Increase	4%
	\$
Level 1	158,152
Level 2	170,090
Level 3	179,042
Level 4	190,978
Level 5	202,913
Level 6	215,462

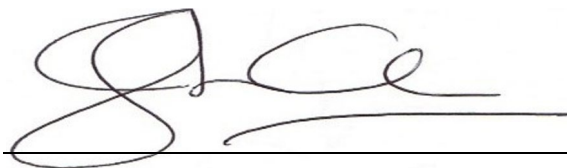


**Signed on behalf of the Technical and Further Education Commission**

**ABN:** 89 755 348 137

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**Signature:**



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**Print Name:**

*Julian Oliveux*

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**Position:**

Director Workplace Relations

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**Dated:**

4 June 2014

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**Address:**

Cnr Harris and Mary Ann Streets  
Ultimo 2007

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**In the presence of:**

**Signature:**



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**Print Witness Name:**

*Sibel Connelly*

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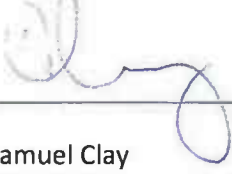
**Position:**

Industrial Relations Specialist

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**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 Branch**

**ABN:** 86 600 150 697

**Signature:** 

**Print Name:** Samuel Clay

**Position:** Acting General Secretary

**Dated:** 3 June 2024

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

**In the presence of:**

**Signature:** 

**Print Witness Name:** Henry Rajendra

**Position:** President

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

**ABN:** 11 681 811 732

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**Signature:** 

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**Print Name:** Troy Wright

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**Position:** Assistant Branch Secretary

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**Dated:** 04/06/2024

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**Address:** PSA House, 160 Clarence Street, Sydney NSW 2000

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**In the presence of:**



**Signature:**

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**Print Witness Name:** Lisa Nelson

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**Position:** Senior Industrial Officer

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