



THE  
PROFESSIONAL  
STAFF UNION



## **CPSU log of claims - round 2 TAFE enterprise bargaining**

The CPSU serves the following claims on TAFE NSW for a Collective Agreement to replace *the TAFE Administrative, Support and Related Employees Enterprise Agreement 2012*.

We seek to rename all staff currently covered by the *TAFE Administrative, Support and Related Employees Enterprise Agreement 2012*, as TAFE Professional Staff as it better reflects the professional status and professionalism of all staff.

Further in recognition of this we seek an Agreement that contains provisions to *Recognise, Respect and Reward* staff.

The term of the Agreement and the quantum of salary increases claimed will be determined by CPSU members in response to, and in the context of, negotiations.

### **To protect our terms, conditions and job security, we seek the following:**

1. to maintain all existing conditions of employment for staff, unless otherwise improved as a result of negotiations with the CPSU
2. where policies and guidelines affect staff they can only be made or varied by agreement with the CPSU
3. all terms and conditions of employment contained in the Agreement will be prescribed in plain English and all unnecessary duplication and ambiguity will be removed from the Agreement
4. the Agreement will be written in a manner that ensures explicit entitlement and not in aspirational language
5. the Agreement will incorporate the TAFE commission of *NSW Flexible Working Hours Agreement 2012*
6. in line with the *Staffing Procedures for TAFE NSW* that TAFE commits to permanent employment as the standard form of employment that is to be utilised wherever possible, through application of merit selection processes, and to recognize that this form of employment provides the greatest security and wellbeing for staff and their families
7. in line with the *Staffing Procedures for TAFE NSW* permanent positions which are substantively vacant should be filled by permanent employees
8. an employee who has been acting in a substantively vacant position for 12 months or more, and who underwent merit selection to act in the position, will be confirmed in that position on an ongoing basis

9. improvements to the process to convert temporary staff to permanent employment
10. provisions for the conversion of long term casual employees to permanent employment with the employee's agreement
11. a standard casual minimum engagement period of three consecutive hours each day
12. service as a casual will count towards service after gaining permanent ongoing work, or in the event of redundancy
13. TAFE will report to CPSU representatives, on a quarterly basis, through existing consultative arrangements on the use of casual, temporary, permanent, part-time and labour hire employees
14. an outsourcing clause that provides that TAFE cannot outsource the work performed by existing staff, unless:
  - in particular circumstances specialised equipment or specialised services that are not readily or cost effectively available within TAFE or the NSW public sector are required and where empirical evidence is presented to support this, such evidence being available to the CPSU and staff and capable of independent verification or refutation, or
  - there is a requirement for independence in the provision of services, and
  - then only after all alternatives to replacing existing staff with contract labour have been explored. This will include that the CPSU and affected members has been given the opportunity to assess any evidence that is presented to support the case for outsourcing and an opportunity to present TAFE with alternatives to outsourcing
15. a decision to outsource work will not be justified primarily on the basis that an outside provider has lower rates of pay than for TAFE staff
16. provisions for converting externally funded, recurring positions to Permanent (Contingent Funded) Employment to provide increased job security
17. the allowance for living in a remote area applies to all staff covered by the Agreement who live in a remote area

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

18. guaranteed fully funded annual pay increases over the life of the Agreement at a rate and frequency to be determined by CPSU members during negotiations, calculated from the nominal expiry date of the current Agreement. Staff are to be back paid for any delays and each pay increase will compound onto the previous salary
19. any increases to the unreduced charge percentage fixed by the Superannuation Guarantee (Administration) Act 1992 (as amended) that occur during the term of this agreement will not be offset against pay increases

20. an increase in all salary and wage related allowances from the commencement of the Agreement, consistent with the total agreed salary outcomes over its term

21. TAFE explore the provision of salary deductions for non-work based childcare

**To enhance the dignity, respect, safety and career progression of staff, we seek the following:**

22. a commitment that forced redundancies can only be used as a last resort and that this cannot be achieved whilst labour hire staff are employed in positions covered by this Agreement, or are undertaking duties that would normally be performed by a position covered by this Agreement

23. the Agreement will provide enhanced measures to ensure:

- a. compulsory, timely, genuine and effective consultation occurs with all staff and the CPSU prior to change management occurring
- b. comprehensive consultative arrangements including the early notification of the consideration of organisational change, the rationale for change, the provision of all relevant information including financial information, workload implications and cost benefit analyses relating to the proposed change
- c. where a formal change management process is in place, the CPSU will be provided by TAFE, as soon as is practicable, with all copies of draft, formal and final change plans and all other relevant documentation distributed to affected employees
- d. a prohibition on the "spilling and filling" of jobs
- e. that mutually agreed redeployment is the principal means of managing displaced employees, and a comprehensive means of mitigating the number of redundancies and that it is incumbent on the TAFE to demonstrate why an employee would not be suitable for redeployment given access to appropriate training
- f. that for redeployment there is a centrally administered suitability assessment and placement process and six month trial placement arrangements by mutual agreement
- g. that in the case of redundancies, TAFE will increase its range of options to Employees, including the option of 'voluntary position swaps'
- h. that formal change processes will identify any expected workload increases for employees in the affected unit and present means for mitigating such increases. A regular post-change workload review will be incorporated as a formal procedure in all formal change processes, and steps will be developed to counter any such increases in workload where identified
- i. that Employees are paid any reasonable costs and charges associated with a program of retraining or other agreed measure to mitigate the effects of a employees employee position becoming surplus
- j. that Employees participating in any scheme that temporarily reduces their salary (including a temporary variation of their substantive position involving a change from full time to part time hours) will have any severance payments calculated on the substantive salary that was paid prior to the temporary variation (including any subsequent pay rises) if redundancy occurs while this temporary arrangement is in place

- k. a job search assistance scheme of up to \$5000 each is provided, for employees accepting voluntary separation from employment, and
  - l. a prohibition on employees undertaking the work of a 'redundant' position
24. improvements to the process for the management of conduct and performance, including the prohibition on suspension without pay
25. the Agreement will provide that there will be zero tolerance of all forms of discrimination, bullying and harassment; will provide a specific framework for dealing with allegations of discrimination, bullying and harassment, and will contain specific measures to prevent repetition of such behaviour in individuals, and within work units
26. employees elected as Health and Safety Representatives (HSR) will be provided with an allowance comparable to the first aid allowance
27. That TAFE will provide taxi vouchers for employees who are required to work past 7:00pm

**To ensure that the work environment enhances professional recognition, reward and support, we seek the following:**

28. the Agreement will include a mandatory career development component tied to resources which are funded centrally and employees are to be provided with career paths through ongoing training and career development opportunities, creating the opportunity to progress to the highest classification level. This will create a trained, multi skilled workforce with consequent increased job satisfaction. Training and career development measures may include:
- payment of course fees, including HECS
  - 10 days paid career development leave per year
  - improved study leave provisions
  - broad banding across the classification structure
  - accelerated salary progression
  - provision of opportunities to undertake higher duties
  - employees interchanges or secondments within and outside TAFE NSW
  - attending conferences
  - study visits interstate and overseas
  - the establishment of a performance development fund (up to \$2000 per annum for each employee) for approved training and development activities that enhance the ability of employees to develop beyond their current role
  - the establishment of a scholarship program, which will recognise potential and reward outstanding performance of employees. The scholarship program will include at least two fully funded scholarships per year to undertake approved courses of study with the TAFE NSW or a NSW based University.

29.all employees will be classified consistent with the duties they perform and in accordance with the classification descriptors that will remain in the Agreement

30.the Agreement will:

- a. provide a comprehensive and fair classification and job evaluation process for employees
- b. provide for the regular review and comparison of all positions and position descriptions for accuracy
- c. provide for position evaluation at the initiative of the employee
- d. ensure that position descriptions contain the totality of duties required of an employee without ambiguity

31. TAFE will provide the CPSU, over the life of the agreement, updates regarding the effectiveness of existing performance planning and development in meeting the career aspirations and development needs of Employees

**To ensure that staff have the opportunity to balance work and life, we seek the following:**

32. the Agreement will enshrine reasonable working hours and there will be no provision for ordinary working hours to be increased

33.working hours will always take account of caring responsibilities and work life balance and proposed changes to an employee's working hours must give primacy these considerations

34.TAFE will ensure that workloads of staff are safe, realistic and achievable. steps will be taken to ensure that workload issues do not negatively impact on a staff member's ability to access regular leave, flexibility and training and career development opportunities

35.the Agreement will provide for arrangements to monitor and ensure reasonable and manageable workloads, including an independent appeal process to challenge unreasonable workloads

36.all change management proposals must include an assessment of the workload implications for staff, and measures to mitigate any anticipated increase in workload

37.improvements to sick leave provisions, including redefining evidence of illness to include a statutory declaration

38.the Agreement will provide for four weeks paid grandparent leave and other provisions that will facilitate the retention of mature age workers. This may include: job sharing, mentoring strategies and strengthening protections against age discrimination

39.all paid parental leave entitlements shall be in addition to the Federal Government's Paid Parental Leave and Dad and Partner leave schemes

- 40.the Agreement will make qualitative and quantitative improvements to parental leave, including the provision of leave for foster parents and an increase of paid partner leave
- 41.the Agreement will include improvements to Family and Community services Leave
- 42.the Agreement will incorporate provisions for special leave for people Working with the NSW and other governments or international organisations
43. improvements to the existing domestic violence provisions, including:
- 20 days per year of paid special leave
  - where requested by the employee, temporary or permanent changes to working times and patterns, changes to specific duties, or redeployment or relocation
  - measures to ensure a safe working environment, for example changing a telephone number to avoid harassing phone calls
  - staff cannot be adversely affected at work because they are experiencing domestic violence - for example not being disciplined for job performance problems or denied opportunities for promotion
- 47.staff who support other staff experiencing domestic violence may take carers leave to accompany them to court, to hospital, or to mind children
48. improvements to trade union activities regarded as special leave, including meetings called by Regional and District Trades and Labour Councils

## **Other**

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