



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Technical and Further Education Commission T/A TAFE NSW
(AG2023/5501)

TAFE COMMISSION OF NSW ADMINISTRATIVE, SUPPORT AND RELATED EMPLOYEES ENTERPRISE AGREEMENT 2023

Educational services

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 21 FEBRUARY 2024

Application for approval of the TAFE Commission of NSW Administrative, Support and Related Employees Enterprise Agreement 2023

[1] An application has been made for approval of an enterprise agreement known as the *TAFE Commission of NSW Administrative, Support and Related Employees Enterprise Agreement 2023 (Agreement)*. The application was made pursuant to section 185 of the *Fair Work Act 2009 (Act)*. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings (*Undertakings*). A copy of the Undertakings is attached in Annexure A to this decision. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[3] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[4] Pursuant to subsection 190(3) of the Act, I accept the Undertakings. The Undertakings are taken to be a term of the Agreement.

[5] Subject to the Undertakings, I am satisfied that each of the requirements of sections 186, 187, 188 and 190 of the Act as are relevant to this application for approval have been met.

[6] The Australian Workers' Union, the Community and Public Sector Union, and the United Workers Union, being bargaining representatives for the Agreement, have each given notice under section 183 of the Act that they want the Agreement to cover their organisation.

In accordance with subsection 201(2) of the Act, I note that the Agreement covers these organisations.

[7] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 28 February 2024. The nominal expiry date of the Agreement is 18 September 2024.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2023 / 5501

Applicant:

Technical and Further Education Commission

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Julian Oliveux, Director of Workplace Relations have the authority given to me by the Technical and Further Education Commission to provide this undertaking with respect to the *TAFE Commission of NSW Administrative, Support and Related Employees Enterprise Agreement 2023 (Agreement)*:

1. The following rates of pay apply:
 - (a) The TAFE Worker Level 2, Salary Step 1 rate of pay shall be \$52,456.50 per annum.
 - (b) The Advanced Childcare Worker, Step 2 rate of pay shall be \$1,029.30 per week.
 - (c) The Advanced Childcare Worker, Step 3 rate of pay shall be \$1,061.70 per week.
2. In relation to the classification of Childcare Assistant (CCW) and rates of pay at Steps 1 to 5, TAFE NSW:
 - (a) does not have any current employees employed on this classification; and
 - (b) will not employ any new employees on this classification during the period of operation of this Agreement which includes beyond the nominal expiry date.
3. Where TAFE NSW requires an employee to perform work prior to 7.00am or after 8.00pm, overtime rates will apply to the time worked outside these hours.
4. The minimum period of engagement for part-time employees is no less than three hours per day.
5. In relation to subclause 21.3.3(c), casual employees engaged to perform work on a Sunday shall be paid a loading of 100% in addition to the appropriate ordinary hourly rate of pay.
6. In relation to subclause 21.4.1(a), casual employees who are covered by the Childcare Assistant, Advanced Childcare Worker and Early Childhood Officer classifications will be paid overtime for any work performed in excess of eight consecutive hours (excluding meal breaks) on any day.
7. In relation to subclause 49.1.2, where an employee is required to work beyond five hours without a meal break, the employee will be paid 200% of the minimum hourly rate for all time worked until the meal break is given.

8. In relation to subclause 37.1, employees covered by the Childcare Assistant, Advanced Childcare Worker and Early Childhood Officer classifications that perform higher duties for two or more consecutive hours within any shift or day will be paid for the time worked at the higher classification rate of pay.
9. In relation to subclause 37.1, Hospitality Employees who perform higher duties:
 - (a) for up to two hours on any day will be paid at the higher classification rate of pay for the time worked; or
 - (b) for more than two hours on any day will be paid at the higher classification rate of pay for all work performed on that day.

These undertakings are provided on the basis of issues raised in this FWC Matter No.: AG2023 / 5501 before the Fair Work Commission.


Signature

7 February 2024
Date

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

TAFE Commission of NSW Administrative, Support and Related Employees Enterprise Agreement 2023

PART I – APPLICATION AND OPERATION

1. Title

- 1.1. This Agreement shall be known as the *TAFE Commission of NSW Administrative, Support and Related Employees Enterprise Agreement 2023*.

2. Arrangement

- 2.1. The *Agreement* is arranged as follows:

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3. Application and Parties Covered

- 3.1. The Agreement will cover:
- 3.1.1. the Technical and Further Education Commission of NSW,
- 3.1.2. the employees of the Technical and Further Education Commission of NSW, employed under the *Technical and Further Education Commission Act 1990* who are covered by the classifications set out in, Schedule A – Rates of Pay
- 3.1.3. the Union/s, provided written notice is given in accordance with Section 183(1) of the *Fair Work Act 2009* (Cth) and the Fair Work Commission notes in the document to approve the Agreement that the Agreement covers the Union/s.

4. Date and Period of Operation

- 4.1. This Agreement shall operate from seven days after the Agreement is approved by the Fair Work Commission, and the nominal expiry date shall be 18 September 2024.
- 4.2. TAFE NSW 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 4.1

5. Definitions and interpretation

Term	Meaning
Act	<i>Technical and Further Education Commission Act 1990</i> (NSW)
2013 Agreement	<i>TAFE Commission of NSW Administrative, Support and Related Employees Enterprise Agreement 2013</i> [PR546806]
Accumulation	The accrual of leave or time. In respect of weekly study time under clause 114 "accumulation" means the aggregation of short periods of weekly study time which is granted for private study purposes.
Agreement	<i>TAFE Commission of NSW Administrative, Support and Related Employees Enterprise Agreement 2023</i> .
Approved Course	A course relevant to the employment of the Employee in TAFE NSW and approved by the Managing Director.
Bandwidth	The ordinary daily operating hours of TAFE NSW between 6:00am and 9:00pm, Monday to Friday.
Birth	The birth of a child and includes stillbirth.
Broken shifts	The working of two shifts per day by an Employee. Broken shifts may only be worked by those employees who deliver security services, requiring a security licence. Broken shifts shall be by agreement between the Employee and the Employer.
Capital City	The area within the Sydney Telephone District or within a corresponding area in the Capital City of another State or Territory.
Casual Employee	A person employed by TAFE NSW: <ul style="list-style-type: none"> on an hourly basis to carry out work that is irregular or intermittent; or

	<ul style="list-style-type: none"> to carry out work on a short-term basis in an area of TAFE NSW with a flexible workload; or to carry out the work of a position for a short period pending the completion of the selection process for the position; or to carry out urgent work or to deal with an emergency.
Clerk 11/12	A person employed in the clerical grade 11 and 12 described as such in the 2013 Agreement.
Contract hours for the day	For a full-time Employee (including shift workers), one fifth of the full-time contract hours. For a part-time Employee, contract hours for the day means the hours usually worked on the day. Employees who access flexible working hours may be asked to attend to perform work for between 3 and 10 hours on any one day; however, 10 hours of work must not be exceeded on any one day without payment of overtime.
College, Campus, or Region	A TAFE NSW establishment or other centre where instruction is provided or where business is conducted by TAFE NSW and includes any place designated as part of, or as an annexe to, such college/campus/Region.
Daily rate or Rate per day	The rate payable for 24 hours, unless otherwise specified.
Daily span of hours	For an Employee required to work standard hours, the full-time standard hours defined. For an Employee required to work flexible hours, the "daily span of hours" means the hours which normally fall within the bandwidth of the scheme applicable to the Employee and which do not attract payment for overtime, unless otherwise prescribed.
Day Worker	An Employee, other than a shift worker, who works 35 hours ordinary hours from Monday to Friday inclusive between the hours of 6.00 am and 9.00 pm.
De Facto Partner	Has the same meaning as the definition provided in Part 1-2, Division 2, the Dictionary of the <i>Fair Work Act 2009</i> (Cth) as amended from time to time.
Dependant	A person who lives in the principal place of residence of the Employee and who is wholly or in part dependent on the staff member for support.
Employee	A person who is employed under the <i>NSW Technical and Further Education Commission Act 1990</i> (NSW) and covered by this Agreement.
Employer	The Technical and Further Education Commission.
Excess rent	Rent which is paid for a private rental property in a new location which is above the affordable rate for the Employee as defined in Schedule C – Transferred Employees Compensation, clause 6 Temporary Accommodation Benefits - Privately Rented of this Agreement.
Expected date of birth	In relation to an employee who is pregnant, means a date specified by her medical practitioner to be the date on which the medical practitioner expects the Employee to give birth as a result of the pregnancy.
Family and Domestic Violence	Is violent, threatening or other abusive behaviour by a close relative of an employee, a member of an employee's household, or a current or former intimate partner of an employee, that seeks to coerce or control the employee and causes the employee harm or to be fearful.

Flex time	Terminology given to those periods of time that an employee may absent themselves from work with the approval of their manager during which no time is credited towards the employee's time worked.
Full day	The standard full-time contract hours per day, i.e., seven (7) hours.
Full pay or half pay	The Employee's ordinary rate of pay or half the ordinary rate of pay respectively.
Full-time contract hours	The standard weekly hours being 35 hours per week.
Full-time Employee	An employee whose ordinary hours of duty are specified as such or whose contract hours are equivalent to the full-time contract hours.
FWA	The <i>Fair Work Act 2009</i> (Cth), as amended from time to time.
Half day	Half the standard contract hours for the day.
Headquarters	The centre to which an Employee is attached or from which an Employee is required to operate on a long-term basis.
Household	An employee's ordinary and permanent place of residence
Librarian	An Employee appointed as such who possesses qualifications acceptable for professional membership of the Australian Library and Information Association (ALIA).
Library Assistant	An Employee appointed as such who is eligible for enrolment in a course of study that leads to a qualification acceptable for either professional or library technician membership of the Australian Library and Information Association (ALIA).
Library Technician	An Employee appointed as such who possesses qualifications acceptable for library technician membership of the Australian Library and Information Association (ALIA).
Local Arrangement	An agreement reached at the organisational level between TAFE NSW and Unions in terms of clause 46, Local Arrangements.
Local public holiday	A day or part-day in a particular year declared as such under the <i>Public Holidays Act 2010</i> (NSW).
Managing Director.	The person appointed as such under the Act or a person authorised by the Managing Director.
NES	The National Employment Standards under Part 2-2 of the FWA, as amended from time to time.
Normal hours of duty	<ul style="list-style-type: none"> a. for an Employee working standard hours - the fixed hours of duty, with an unpaid lunch break of one hour, worked in the absence of flexible working hours; b. for an Employee working under a flexible working hours scheme or local arrangement negotiated under clause 46, Local Arrangements - the hours of duty the Managing Director requires an Employee to work within the bandwidth specified under the flexible working hours scheme or local arrangement.
Normal Work	For the purposes of clause 8, Dispute Resolution Procedures in this Agreement, the work carried out in accordance with the Employee's position or job description at the location where the Employee was employed, at the time the dispute was notified by the Employee.
Official overseas travel	Authorised travel out of Australia by an Employee where the Employee proceeds overseas on official business.
On duty	The time required to be worked for TAFE NSW.

On special leave	An Employee is required to apply for special leave in order to engage in an activity which attracts the grant of special leave in the terms of this Agreement.
Overtime	All time worked, whether before or after the ordinary daily hours of duty, at the direction of the Managing Director, which, due to its character or special circumstances, cannot be performed during the Employee's ordinary hours of duty. Where a flexible working hours scheme is in operation, overtime shall be deemed as the hours directed to be worked before or after bandwidth or before or after the time specified in a local arrangement made pursuant to the provisions of clause 46, Local Arrangements of this Agreement provided that, on the day when overtime is required to be performed, the Employee shall not be required by the Managing Director to work more than 8 hours after finishing overtime or before commencing overtime.
Part-time Employee	An Employee whose ordinary hours of duty are specified as part-time or whose contract hours are less than the full-time hours for their classification and receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work. Pro-rata of the full-time entitlements are calculated according to the number of hours an Employee works in a part-time position or under a part-time arrangement.
Part-time hours	The hours which are less than the hours which constitute full-time work.
Part-time position	A designated part-time position and, unless otherwise specified, includes any position which is filled on a part-time basis.
Part-year Employee	An Employee who works only part of a year to support educational delivery and does not ordinarily work during student vacations. Part-year employment may be on a permanent or temporary basis.
Permanent Night Shift	A night shift which does not rotate with another shift or shifts or day work and which continues for a period of not less than four consecutive weeks.
Prescribed ceasing time	For an Employee working standard hours, the conclusion of daily standard hours for that Employee. For an Employee working under a flexible working hours scheme, "prescribed ceasing time" means the conclusion of the bandwidth of the scheme applying to that Employee.
Prescribed starting time	For an Employee not working under a flexible working hours scheme, the commencement of standard daily hours of that Employee. For an Employee working under a flexible working hours scheme, "prescribed starting time" means the commencement of the bandwidth of the scheme applying to that Employee.
Public Holiday	A day declared as such under the <i>Public Holidays Act 2010 (NSW)</i> .
Recall to duty	Those occasions when an Employee is directed to return to duty outside the Employee's ordinary hours or outside the bandwidth in the case of an Employee working in accordance with the provisions contained in clause 45 Flex Time.
Reimbursement or reimbursed	Payment of an expense by the Employer which is actually incurred by the Employee, which the Managing Director is satisfied is reasonable, and for which adequate evidence is produced by the Employee.
Remote area	For the purpose of determining the appropriate rate of living allowance: an area of the State situated on or to the west of a line starting from the right bank of the Murray River opposite Swan Hill and

	<p>then passing through the following towns or localities in the following order, namely: Conargo, Coleambally, Hay, Rankins Springs, Marsden, Condobolin, Peak Hill, Nevertire, Gulargambone, Coonabarabran, Wee Waa, Moree, Warialda, Ashford and Bonshaw, and includes a place situated in any such town or locality;</p> <p>payment of an allowance towards expenses incurred when travelling on annual leave: an area of the State of New South Wales situated to the west of the 144th meridian of longitude or such other area to the west of the 145th meridian of longitude as determined by the Secretary of Premier and Cabinet; and</p> <p>accrual of additional annual leave means the Western and Central Division of the State described as such in the Second Schedule to the <i>Crown Lands Consolidation Act 1913 (NSW)</i> before its repeal.</p>
Representative	A person or Union elected by an Employee to represent them.
Rostered Shift	A shift of which the Employee concerned has had at least forty-eight hours' notice.
Seven-day Shift Worker	An Employee whose ordinary working period includes Saturdays, Sundays and/or Public Holidays and is defined as a shiftworker for the purposes of the National Employment Standards.
Shift Worker	An Employee who is not a "day worker", as defined above for this Agreement.
Standard hours	The set and regular hours of operation as determined by the Managing Director.
Standby	An instruction given by the Managing Director to an Employee to be available for immediate contact in case of an authorised call-out requiring the performance of duties.
Study leave	Leave without pay granted for courses at any level or for study tours during which financial assistance may be approved by the Managing Director, if the activities to be undertaken are considered to be of relevance or value to TAFE NSW.
Study Time	The time allowed off from normal duties on full pay to an Employee who is studying in a part-time course which is of relevance to TAFE NSW.
Supervisor	The immediate supervisor or manager of the area in which an Employee is employed or any other Employee authorised by the Managing Director to fulfil the role of a supervisor or manager.
TAFE NSW	Technical and Further Education Commission of NSW.
Temporary Employee	Includes all persons employed by TAFE NSW on a temporary basis. This includes employees on fixed term contracts for an identifiable period, including contracts that contain terms that provide for circumstances in which they may be terminated before the end of the identified period.
Temporary work location	The place at or from which an Employee temporarily performs official duty if required to work away from their workplace.
Union	<p>An employee association covered by the Agreement including:</p> <ul style="list-style-type: none"> • Community and Public Sector Union (CPSU), State Public Services Federation (SPSF) Group, NSW Branch, • United Workers Union, • The Australian Workers' Union (AWU),

	<ul style="list-style-type: none"> Broken Hill Town Employees' Union.
Union Delegate	An accredited Union delegate responsible for his/her workplace; and/or a person who is elected by a Union as its representative, an executive member or a member of the Union's Council.
Union Official	A person who is employed by a Union to carry out duties of an official in a permanent or temporary capacity, including elected full-time officials and/or Employees placed on loan to a Union for an agreed period of time.
Transferred Employee	<p>An Employee who has been assigned to a new location and who, as a consequence of such assignment, finds it necessary to leave their existing residence and seek or take up a new residence, but shall not include an Employee transferred:</p> <ol style="list-style-type: none"> at their own request; who has applied for a position and obtained it through a merit selection process; or under an arrangement between officers to exchange positions; or who can reasonably commute to the new location; or where the old location and the new location are part of the metropolitan area i.e. the Central Coast on the Northern Line as far as Gosford, the area on the Western Line as far as Mt Victoria and on the Illawarra Line as far as Wollongong; or on account of any misconduct; <p>unless the Managing Director otherwise approves.</p>
WHS Legislation	Refers to the <i>Work Health and Safety Act 2011</i> (NSW), the <i>Work Health and Safety Regulation 2011</i> (NSW) and the codes of practice provided for in the legislation.
Workplace	The whole of TAFE NSW or, as the case may be, a campus, branch or section in which the Employee is employed.
Workplace Management	The Managing Director or any other person authorised by the Managing Director to assume responsibility for the conduct and effective, efficient and economical management of the functions and activities of the organisation or part of the organisation.

6. No Extra Claims

- 6.1. 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.
- 6.2. 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.

7. Relationship to the Modern Award and the NES

- 7.1. This Agreement operates to the exclusion of any Modern Award, enterprise agreement, transitional arrangement or unregistered agreement, except as expressly provided for in this Agreement. In the event of any inconsistency this Agreement shall prevail.
- 7.2. 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.

PART II – CONSULTATION AND DISPUTE RESOLUTION

8. Dispute Resolution Procedure

- 8.1. TAFE NSW 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.
- 8.2. Where a dispute arises in relation to:
- 8.2.1. a matter under this Agreement; or
 - 8.2.2. the imposition of a demotion as a result of a disciplinary process under the Guidelines for the Management of Conduct and Performance TAFE NSW Staff; or
 - 8.2.3. the National Employment Standards;
- it will be dealt with in accordance with the procedures set out in this clause.
- 8.3. An Employer or Employee may appoint another person, organisation or union to accompany and/or represent them for the purposes of this clause.
- 8.4. In the first instance Employee(s) or their appointed representative(s), must notify the appropriate representative of Workplace Management of the dispute in writing ('the dispute notification'). An appropriate representative of Workplace Management may be the relevant line manager or if the Employee believes the line manager is not appropriate the Employee may request that the matter be referred to another officer.
- 8.5. The dispute notification must be in writing and include details of the dispute. The dispute notification must also make reference to clause(s) of the Agreement or the National Employment Standards 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 Human Resources Manager. The Employee(s), Employee representative(s) if one has been appointed, and Workplace Management representative(s) will meet within five working days, unless otherwise agreed, in an effort to resolve the dispute.
- 8.6. Where after the completion of subclause 8.56 above 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.
- 8.7. Where a dispute is not resolved following the steps in sub-clauses 8.56 and 8.67, the matter may be referred by either party to the Fair Work Commission for resolution by mediation and/or conciliation and, if necessary arbitration.
- 8.8. If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the *Fair Work Act 2009* (Cth).
- 8.9. 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.

- 8.10. Until the dispute resolution procedures referred to at subclauses 8.1 to 8.8 have been exhausted:
- 8.10.1. normal work shall continue;
 - 8.10.2. no industrial action shall be taken by a party to the dispute in respect of the matter that is the subject of the dispute;
 - 8.10.3. the parties to the dispute shall not take any other action likely to exacerbate the dispute.

9. Individual Flexibility Arrangements

- 9.1. The Employer and an Employee covered by this enterprise 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 the following matter:
 - (a) Salary Packaging - an Employee may elect a salary packaging arrangement in accordance with Clause 28 of this Agreement; or
 - (b) part-year employment, and
 - 9.1.2. the arrangement meets the genuine needs of the Employer and Employee in relation to one 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
- 9.3.5. 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, which includes casual employees who have a reasonable expectation of continuing employment on a regular and systematic basis, 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. Management of Conduct and Performance

- 11.1. The Guidelines for the Management of Conduct and Performance apply to Permanent Employees employed in classifications under this Agreement.
- 11.2. The Guidelines identified at 11.1 of this clause may be applied on an appropriate basis to permanent employees employed on probation.
- 11.3. The Guidelines identified at 11.1 of this clause do not apply to Temporary, or Casual Employees.

12. Managing Workplace Change and Consultation

Major Workplace Change

- 12.1. Where TAFE NSW has made a definite decision to introduce major changes in:
 - 12.1.1. Production; or
 - 12.1.2. Program; or
 - 12.1.3. Organisation; or
 - 12.1.4. Structure; or
 - 12.1.5. 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).
- 12.2. Significant effects include:
 - 12.2.1. termination of employment;
 - 12.2.2. 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;
 - 12.2.3. the elimination or diminution of job opportunities, promotion opportunities or job tenure;
 - 12.2.4. the alteration of hours of work;
 - 12.2.5. the need for retraining or transfer of employees to other work or locations; and
 - 12.2.6. 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

- 12.3. TAFE NSW must discuss with the Employees affected and their representatives if any, the introduction of the changes referred to in clause 12.1, 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.
- 12.4. 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 12.1
- 12.5. 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:
- 12.5.1. the nature of the changes proposed;
 - 12.5.2. the expected effects of the changes on employees;
 - 12.5.3. current and proposed organisational structure;
 - 12.5.4. current and proposed positions descriptions, where relevant;
 - 12.5.5. 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.
- 12.6. 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.
- 12.7. 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.
- 12.8. 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

- 12.9. 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.
- 12.10. TAFE NSW must:
- 12.10.1. 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);

- 12.10.2. 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
- 12.10.3. 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.
- 12.11. The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- 12.12. These provisions are to be read in conjunction with other provisions in this Agreement concerning the scheduling of work and notice requirements.

13. Interest-Based Consultation Committee

- 13.1. TAFE NSW will establish an Interest-Based Consultation Committee (IBCC) that will comprise representatives from TAFE NSW and the unions (including union delegates) for the purpose of consulting on matters of mutual importance during the life of this Agreement.
- 13.2. The IBCC aims to foster early engagement between TAFE NSW and the unions (as employee representatives) to contribute to the organisation's decision-making by carefully considering the interests of all relevant stakeholders. It is expected that this process will lead to better and more consistent outcomes for TAFE NSW and its employees and will serve to prevent disputes.
- 13.3. The IBCC will meet during ordinary hours at least four (4) times per year, or as agreed between the parties. Union delegates shall be granted special leave to attend meetings.
- 13.4. Each IBCC will be guided by the Terms of Reference developed by the parties and an agenda agreed at least one week prior. Where agreed between the parties, TAFE NSW may engage the assistance of the Fair Work Commission.
- 13.5. Agreements reached in the process of consultation may be incorporated in TAFE NSW's written directions including policies, procedures, guidelines and manuals.

PART III – TYPES OF EMPLOYMENT

14. Probation and Initial Employment

- 14.1. Initial permanent appointment of persons by TAFE NSW shall be by appointment to a position on probation for a period of 6 months.
- 14.2. A person may be appointed to a position in TAFE NSW without being required to serve such a period of probation if the person has previously been an Employee of TAFE NSW.

15. Types of Employment

- 15.1. The following types of employment are used by TAFE NSW:
- 15.1.1. Permanent employment;
 - 15.1.2. Temporary employment;
 - 15.1.3. Casual employment;
 - 15.1.4. Part-year employment.

16. Permanent Employment

- 16.1. Permanent employment means and includes all persons permanently employed by TAFE NSW and who, on or after the date of commencement of this Agreement, are appointed to a position covered by this Agreement.

17. Part-Year Employment

- 17.1. Employees, appointed under clause 16 Permanent Employment or clause 18 Temporary Employment, may be employed on a part-year basis during periods when work is required to be performed by TAFE NSW to support educational delivery. Employees working on a part year basis will work in accordance with a work schedule which sets out the weeks when work is required, the periods when annual leave may be taken, and non - attendance periods during which no work is required. This may be in areas with student contact or student support such as:
- 17.1.1. Technical or class support
 - 17.1.2. Security
 - 17.1.3. College support services
 - 17.1.4. Clerical support to teaching sections
 - 17.1.5. Student and learning support such as libraries
 - 17.1.6. Other areas by agreement with the Unions
- 17.2. TAFE NSW may offer part-year employment for work periods of no less than 36 weeks, nor more than 44 weeks in each year.

- 17.3. Employees employed on a part-year basis may elect to be remunerated in accordance with one of the following options:
- 17.3.1. A Pay as You Work salary arrangement, where the employee is paid for the hours that are worked according to their work schedule and during annual leave periods; or
 - 17.3.2. An Annualised Salary arrangement, where the employee's hours of work along with annual leave hours are averaged over a 12-month period resulting in a fortnightly payment based on the averaged hours.
- 17.4. An election made pursuant to this 17.3 above will be operative for a minimum of 12 months, and may be altered by the staff member no more than annually.
- 17.5. Part-year employees may be directed to take their annual leave within the 12 month period covered by the part-year arrangement, but may be deferred to subsequent years by agreement. TAFE NSW will not unreasonably refuse to defer annual leave to subsequent years.
- 17.6. Managers, in consultation with part year employees, will ensure the employee's work schedule designates periods when annual leave can be taken.
- 17.7. Part-year employees are entitled to be absent with pay where a public holiday falls on a day that they are scheduled to work.
- 17.8. Part-year employees may only take paid leave, other than annual leave, against hours/days for which the employee is engaged to work in accordance with their work schedule. Paid leave may not be taken during non-attendance periods.
- 17.9. The parties will regularly review the use of part-year positions as required.
- 17.10. Other than where an employee chooses to work part-year through an individual flexibility arrangement the total number of permanent part-year positions will not increase above 650 employees across TAFE NSW.
- 17.11. Part-year temporary employees may seek to be appointed permanently in accordance with clause 19.
- 17.12. Before commencing part-year work, the Managing Director and the Employee must agree upon:
- 17.12.1. the hours per week to be worked by the Employee, and the number of weeks per year to be worked; and
 - 17.12.2. the classification of work applying to the work to be performed;
- 17.13. Prior to the commencement of each term the employee shall be provided, in writing, start and finish times and days upon which they will work.
- 17.14. Unless otherwise elected, a part-year Employee will be deemed to be on annual leave for the first week of every non-attendance period.

18. Temporary Employment

- 18.1. The Managing Director may employ a person who has appropriate qualifications to carry out work in TAFE NSW for a particular period.
- 18.2. A person may be employed as a Temporary Employee:
- 18.2.1. for the duration of a specified task or project, or
 - 18.2.2. to carry out the duties of a position that is temporarily vacant, or
 - 18.2.3. to provide additional assistance in a particular work area, or
 - 18.2.4. in connection with the secondment or exchange of staff, or
 - 18.2.5. to undertake a traineeship or cadetship, or
 - 18.2.6. for any other temporary purpose.
- 18.3. Temporary employees may be engaged on a full-time or part-time basis.
- 18.4. Temporary employees are entitled to pro rata salary and conditions of employment of permanent employees.

19. Conversion to Permanent Employment

Conversion of Temporary Employees to Permanent Employment

- 19.1. 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.
- 19.2. A Long-term Temporary Employee is a Temporary Employee with a continuous employment period of at least 1 year with TAFE NSW.
- 19.3. Employment will be considered as continuous unless more than two months have elapsed between engagements.
- 19.4. A Long-term Temporary Employee may be converted to permanent employment with TAFE NSW if they satisfy the following criteria:
- 19.4.1. the Employee must, at some stage of the temporary employment, have been selected to perform duties at a grade that is the same as (or similar to) the grade of the position concerned (whether or not the duties of the position are substantially the same as the duties performed during the temporary employment); and
 - 19.4.2. the employee was performing duties at that grade following some form of open competition that involved the selection of the employee as the person who, in the opinion of the Managing Director, had the greatest merit among the candidates concerned; and
 - 19.4.3. the Managing Director must be satisfied that the work is ongoing and available in respect of the employee; and

- 19.4.4. the Managing Director must be satisfied that the employee has the qualifications, experience, standard of work performance and capabilities to enable the employee to perform the duties of the position concerned.
- 19.5. For the purposes of subclause 19.4 such approval will not be unreasonably withheld.
- 19.6. The offer of conversion to permanent employment will be made on a full-time or part-time basis depending on the Employee's contracted hours or their averaged worked hours over the previous 12 months, whichever is greater, provided that additional hours above the original contract are available and can be provided on a continuing basis.
- 19.7. Clause 14 Probation and Initial Employment does not apply to an appointment under this clause.

Conversion of Casual Employees to Permanent Employment

- 19.8. TAFE NSW will make offers of conversion to casual employees to permanent employment in accordance with section 66 of the *Fair Work Act 2009* (Cth).
- 19.9. This applies to casual employees who:
 - 19.9.1. have been employed by TAFE NSW for a period of at least 12 months; and
 - 19.9.2. have worked a regular pattern of hours on an ongoing basis during at least the last 6 months of that period and, without significant adjustment, they could continue to work as a full-time employee or a part-time employee.
- 19.10. TAFE NSW is not required to make an offer of permanent employment where there are reasonable grounds not to make the offer. Reasonable grounds need to be based on facts that are known, or reasonably foreseeable, at the time of deciding not to make the offer.
- 19.11. Notwithstanding the above, an Employee who believes that they satisfy the criteria in clause 19.9, may request conversion to permanent employment in writing. Where an Employee makes such a request, TAFE NSW will provide the employee a written response to the request within 21 days after the request is given to TAFE NSW, stating whether TAFE NSW grants or refuses the request.

20.Promotion Appeals

- 20.1. This clause applies where a person selected for appointment to a position is a permanent employee of TAFE NSW and another permanent employee of TAFE NSW has a right of appeal to the Managing Director against the appointment.
- 20.2. Promotions appeals can be made in accordance with the TAFE NSW Promotions Appeals Procedures – for Administrative, Support and Related Employees.

- 20.3. An appointment subject to an appeal must not be finalised until such an appeal is determined or the appeal is withdrawn.

21. Casual Employment

- 21.1. Casual Employees will be employed in accordance with this clause.
- 21.2. Hours of Work
- 21.2.1. A Casual Employee is engaged and paid on an hourly basis.
 - 21.2.2. A Casual Employee will be engaged or paid for a minimum of 3 consecutive hours for each day worked.
 - 21.2.3. In the case of an examination supervisor reporting for duty to supervise an examination that has been cancelled with less than 24 hours' notice, 1 hour and 30 minutes is payable.
 - 21.2.4. A Casual Employee (other than a casual employed as a Disability Classroom Support Staff employee) shall not work more than 9 consecutive hours per day (exclusive of meal breaks) without the payment of overtime for such time in excess of 9 hours, except where longer periods are permitted for the particular class of work, or are required by the usual work pattern of the position.
- 21.3. Rate of Pay
- 21.3.1. Casual Employees shall be paid the ordinary hourly rate of pay calculated by the following formula for the hours worked per day:
 - 21.3.2. Annual salary divided by 52.17857 divided by ordinary weekly hours for the classification
 - 21.3.3. Casual Employees engaged in classifications under this Agreement shall be paid a loading on the appropriate ordinary hourly rate of pay, of:
 - (a) 25% for work performed on Mondays to Fridays (inclusive).
 - (b) 50% for work performed on Saturdays.
 - (c) 75% for work performed on Sundays.
 - (d) 150% for work performed on public holidays.
 - 21.3.4. The loadings specified in this clause are in recognition of the casual nature of the employment and compensate the Casual Employee for all leave, other than the leave outlined at Clause 91 and all incidence of employment, except overtime.
- 21.4. Overtime
- 21.4.1. Casual Employees shall be paid overtime for work performed:
 - (a) in excess of 9 consecutive hours (excluding meal breaks) except where longer periods are permitted which cover the particular class of work or are required by the usual work pattern of the position; or

- (b) for Casual Employees engaged in classifications working outside the bandwidth applicable to the particular class of work; or
- (c) in excess of the daily roster pattern applicable for the particular class of work; and
- (d) in excess of the standard weekly roster of hours for the particular class of work.
- (e) Overtime payments for Casual Employees engaged in classifications under this Agreement are based on the ordinary hourly rate plus 25%.
- (f) Overtime rates will be paid at time and one half for the first two hours worked, and at the rate of double time thereafter

21.5. The following clauses in this Agreement do not apply to Casual Employees:

16.	Permanent Employment	55.	Overtime worked by day workers
14.	Probation and Initial Permanent Employment	56.	Recall to duty
20.	Promotions appeals	57.	On-call allowance
22.	Part-time Employment	58.	Overtime meal breaks
18.	Temporary Employment	59.	Overtime meal allowances
43.	Ordinary hours of work	60.	Payment for overtime or leave in lieu
44.	Standard working hours	61.	Calculation of overtime
51.	Variation of hours	31.	Review of overtime meal allowances
52.	Shift work	90.	Leave – General Provisions
54.	Overtime worked by shift workers	64.	Excess travelling time
45	Flex Time	65.	Waiting time

22. Part-time Employment

- 22.1. Part-time work may be undertaken with the agreement of the Managing Director. Part-time work may be undertaken in a part-time position or under a part-time or part-year employment arrangement.
- 22.2. A Part-time Employee is to work contract hours less than full-time hours.
- 22.3. Unless otherwise specified in this Agreement, Part-time Employees receive full time entitlements on a pro rata basis calculated according to the number of contracted hours an Employee works in a part-time position or under a part-time arrangement. Entitlements to paid leave will accrue on the equivalent hourly basis.

- 22.4. Before commencing part-time work, the Managing Director and the Employee must agree upon:
- 22.4.1. the hours to be worked by the Employee, the days upon which they will be worked, commencing and ceasing times for the work, and whether hours may be rostered flexibly;
 - 22.4.2. the classification applying to the work to be performed; and
 - 22.4.3. for Employees covered by a flexible working hours scheme whether flexible working hours provisions or standard hours provisions will apply to the part-time Employee.
- 22.5. The terms of the agreement must be in writing and may only be varied with the consent of both parties.
- 22.6. Incremental progression for part-time Employees is the same as for full time Employees, that is, part-time Employees receive an increment annually unless otherwise provided in this Agreement.
- 22.7. An Employer may request, but not require, a part-time Employee to work additional hours by mutual arrangement. For the time worked in excess of the Employee's ordinary hours and up to the normal full-time hours, part-time Employees may elect to:
- 22.7.1. be paid for additional hours at their hourly rate plus a loading of 4/48ths in lieu of annual leave; or
 - 22.7.2. in accordance with Flexible Working Hours arrangement have the time worked credited as flex time.
- 22.8. For part-time employees, all time worked in excess of the hours mutually arranged will be paid for at the appropriate overtime rate.

PART IV – RATES OF PAY AND ALLOWANCES

23. Payment of Salaries and Wages

- 23.1. The payment of salaries and wages will be made fortnightly in accordance with TAFE NSW payroll calendar.
- 23.2. The method of payment of salaries and wages, subject to appropriate authority being provided by the Employee, will be into an account nominated by the Employee (whether or not jointly with another person) at a financial institution by electronic funds transfer (EFT) or other means.

24. Contemporary Classification Structure

- 24.1. The classification structure applicable to employees employed in positions covered by this Agreement consists of three work streams:
- 24.1.1. The Learning and Business Support Stream, which includes positions that support:
 - (a) The efficient operations of TAFE NSW; and/or
 - (b) Teaching and learning in TAFE NSW.
 - 24.1.2. The Library Stream includes positions which are primarily focused on the efficient delivery of library services, and the management of TAFE NSW Libraries and in support of teaching and learning in TAFE NSW. This stream includes library staff positions as outlined in Schedule D – Classification Descriptions and Definitions of this Agreement.
 - 24.1.3. The Childcare Stream includes positions which are primarily focused on the efficient delivery of childcare services, and does not include those employees who are undertaking teaching and related duties who are employed in classifications set out in the *Teachers in TAFE Children's Centres Enterprise Agreement (AE500855)* or its replacement.
- 24.2. Rates of pay for employees are set out in Schedule A – Rates of Pay.

25. Review of Classification

- 25.1. An employee, or their representative, may request to their immediate supervisor, in writing, a review of their classification where their work has substantially changed.
- 25.2. TAFE NSW will acknowledge the request within 5 working days and plan to meet with the employee and their representative, if any, to discuss the request within a reasonable time.
- 25.3. TAFE NSW will review the request and make a decision.
- 25.4. As part of reviewing the request, consideration will be given to the:

- 25.4.1. position description and/or statement of duties; and
 - 25.4.2. essential requirements of the role; and
 - 25.4.3. skill and knowledge requirements of the role; and
 - 25.4.4. current organisational structure.
- 25.5. If the request is denied, Management will provide written reasons to the employee within a reasonable time.
- 25.6. If the employee disagrees with the decision, they, or their representative may refer the matter to the Managing Director, or delegate who will make a final decision within a reasonable time.
- 25.7. Where a review of classification results in an employee being classified at a higher grade, the reclassification will be effective from, and back paid to, the date of the request for reclassification.

26. Salaries / Rates of Pay

- 26.1. The salaries and rates of pay listed in Schedule A incorporate an increase of 4% with effect from the first full pay period commencing on or after 18 September 2023.
- 26.2. TAFE NSW will also make a one-off payment to Employees equivalent to a 1% increase in salaries and allowances from the first full pay period commencing on or after 1 July 2023 until the first full pay period commencing on or after 18 September 2023.
- 26.3. The rate of superannuation payable to employees covered by this agreement will increase from 11% to 11.5% with effect from the first full pay period commencing on or after 18 September 2023.

27. Incremental progression

- 27.1. The payment of an increment to an Employee is subject to their satisfactory conduct and performance as determined by the Managing Director.
- 27.2. An Employee must be promptly notified in writing by the Managing Director of any decision to defer payment of an increase to the next incremental step.
- 27.3. The payment of an increment may be deferred from time to time, but may not be deferred for more than 12 months at any one time.
- 27.4. In calculating years of service for the purpose of salary progression under this Agreement the following periods are not taken into account:
- (a) Any period in respect of which an increment is deferred in accordance with unsatisfactory conduct and or performance of duties by the staff member;
 - (b) Any leave without pay exceeding five days in any incremental year;
 - (c) Any period necessary to give full effect to a reduction in salary imposed as a result of disciplinary action.

28. Salary Packaging

- 28.1. For the purposes of this clause "salary" means the salary or rates of pay prescribed by the Schedule A of this Agreement and any allowances paid to an Employee which form part of the Employee's salary for superannuation purposes.
- 28.2. 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 other benefits.
- 28.3. 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, HELP or other study assistance loans payments, child support payments, judgment debtor/garnishee orders, union fees, health fund premiums.
- 28.4. 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 scheme. Such agreement must be made prior to the period of service to which the earnings relate.
- 28.5. Salary packaging must be cost neutral for the Employer. Employees must reimburse the Employer in full for the amount of:
- 28.5.1. any fringe benefits tax liability arising from a salary packaging arrangement; and
 - 28.5.2. any administrative fees.
- 28.6. 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:
- 28.6.1. Superannuation Guarantee Contributions;
 - 28.6.2. any salary-related payment including but not limited to allowances and workers compensation payments; and
 - 28.6.3. payments made in relation to accrued leave paid on termination of the Employee's employment or on the death of the Employee.

29. Deduction of Union Membership Fees

- 29.1. Unions shall provide the Employer with a schedule setting out the Union's fortnightly membership fees payable by members of the Union in accordance with the Union's rules.
- 29.2. Unions 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.

- 29.3. Subject to 29.1 and 29.2 above, the Employer shall deduct fortnightly membership fees from the pay of any Employee who is a member of a Union in accordance with the Union's rules, provided that the Employee has authorised the Employer to make such deductions.
- 29.4. Monies so deducted from Employees' pay shall be forwarded regularly to the Union identified by the Employee together with all necessary information to enable the Union to reconcile and credit subscriptions to Employees' Union membership accounts.
- 29.5. Unless other arrangements are agreed to by the Employer and the Unions, all Union membership fees shall be deducted on a fortnightly basis.
- 29.6. 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.

30. Salary and Wage Related Allowances

- 30.1. The salary and wage related allowances listed in Schedule B - Allowances of this Agreement shall be adjusted in the same manner as salaries as set out in clause 26

31. Review of Expense Related Allowances

- 31.1. Adjustment of Expense Related Allowances - Allowances contained in this Agreement shall be reviewed as follows:
- 31.2. Allowances listed in this subclause will be determined at a level consistent with the reasonable allowances amounts for the appropriate income year as published by the Australian Taxation Office (ATO).
- clause 66, Travelling Compensation;
 - clause 67, Meal Expenses on One Day Journeys;
 - clause 72, Allowances Payable for the Use of Private Motor Vehicles;
 - clause 59, Overtime Meal Allowances, for Breakfast, Lunch and Dinner.
- 31.3. Allowances payable in terms of clauses listed in this subclause shall be adjusted on 1 July each year in line with the increases in the Consumer Price Index for Sydney during the preceding year (March quarter figures):
- clause 74, Allowance for Living in a Remote Area;
 - clause 83, Payment of Laundry Allowance;
 - clause 59, Overtime Meal Allowances, for Supper.

32. Job Evaluation

- 32.1. Unless otherwise provided for in this Agreement, all positions created will be evaluated utilising Work Level Standards to determine the appropriate level in the structure.

32.2. The Work Level Standards are set out in Schedule D.

33. Classifications excluded from the new classification structure

- 33.1. The following casual only classifications have not been included in the development of new classification structure. Employment in these classifications is on a casual hourly basis only:
- Disability Assistant (Personal/Mobility)
 - Disability Assistant (Notetaker/Reader/Writer)
 - Sign Language Interpreter
 - Examination Supervisors
 - Artists' models
- 33.2. The casual hourly rates, that is, the hourly rate inclusive of the casual loading for these employees is set out in Schedule A – Rates of Pay, Clause 2 Rates for casual only classifications, along with some classification specific conditions of employment.
- 33.3. All other conditions of employment for these employees are in accordance with Clause 21 – Casual Employment.

34. Legacy Grades

- 34.1. The Clerk 11/12 classification has not been incorporated into the contemporary classification structure.
- 34.2. Rates of pay and conditions of employment for employees in this classification are set out in Schedule A – Rates of Pay to this Agreement.
- 34.3. From the commencement date of this agreement, TAFE NSW will not permanently appoint any employee to a position of Clerk Grade (11/12).

35. Community Language Allowance Scheme (CLAS)

- 35.1. Employees who possess a basic level of competence in a community language and who work in locations where their community language is utilised at work to assist clients and such Employees are not:
- 35.1.1. employed as interpreters and translators; and
 - 35.1.2. employed in those positions where particular language skills are an integral part of essential requirements of the position, shall be paid an allowance as specified in Item 1 of Schedule B - Allowances.

36. First Aid Allowance

- 36.1. An Employee appointed as a First Aid Officer shall be paid a first aid allowance at the rate appropriate to the qualifications held by such Employee as specified in Item 2 of Schedule B - Allowances.

- 36.2. An Employee who delivers security services, requiring a security licence, will be paid at the Occupational First Aid level specified in Item 2 of Schedule B - Allowances, irrespective of whether they hold a current Occupational First Aid Certificate. Where the Employer requires the position holder to hold an Occupational First Aid Certificate, the employee will be required to complete the necessary training to obtain the certificate.
- 36.3. The First Aid Allowance shall not be paid during periods of leave of one week or more.
- 36.4. When the First Aid Officer is absent on leave for one week or more and another qualified Employee is selected to relieve in the First Aid Officer's position, such an Employee shall be paid a pro rata first aid allowance for assuming the duties of a First Aid Officer. To determine the amount of this allowance on a weekly basis divide the annual figure by 52.17857.

37.Higher Duties Allowance

- 37.1. An Employee who is requested to carry out a period of relief in a higher position for a period of five consecutive business days or more, or otherwise agreed, will be paid a Higher Duties Allowance.
- 37.2. TAFE NSW will discuss with the employee, prior to the commencement date, to outline the Higher Duties position that is to be performed, the expected duration and the proportion of the Higher Duties Allowance to be paid.
- 37.3. An employee can decline the request. If this occurs, the employee will not be expected to carry out the higher duties and responsibilities identified in the request.
- 37.4. A Higher Duties Allowance will be paid subject to:
- 37.4.1. satisfactory performance of the whole of the duties and assuming the whole of the responsibilities which would ordinarily be performed and assumed by the Employee appointed to that position; and
 - 37.4.2. the allowance paid will be the difference between the present rate of pay of the Employee and the rate of pay to which they would have been entitled if appointed to that position; or
 - 37.4.3. where the Employee does not assume the whole of the duties and responsibilities of the position, the amount of any allowance will be determined by the Managing Director as a proportion of the duties and responsibilities which are satisfactorily undertaken.
- 37.5. In exceptional circumstances, and subject to approval by the Managing Director, payment of the higher duties allowance may be made for periods of relief of less than five consecutive days.
- 37.6. Except as provided by 37.7 of this clause, a higher duties allowance is not to be paid in respect of any unbroken period of leave exceeding five working days taken by the Employee during any period of relief in a higher position.

- 37.7. Employees who have relieved continuously for 12 months or more in the same higher-graded position and who continue to relieve in that position, are entitled to payment of the higher duties allowance for all leave taken during the further period of relief.
- 37.8. Nothing in this clause prevents an employee from requesting from their immediate supervisor an opportunity to work higher duties under this clause where they believe such opportunities exist. Where an immediate supervisor agrees, the processes under this clause apply.

38. Certified Supervisor Allowance

- 38.1. An Employee who is required by the Employer to act as a Certified Supervisor in accordance with the *Children (Education and Care Services National Law Application) Act 2010* (NSW), as amended, shall be paid an amount as set out at Schedule B – Salary Related Allowances.
- 38.2. The daily rate for such allowance shall be calculated by dividing the weekly allowance by 5.

39. Height allowance

- 39.1. Employees working at a height of 7.5 metres from the ground, deck, floor or water shall be paid the allowance set out at Item 6 of Schedule B - Allowances.
- 39.2. Height shall be calculated from where it is necessary for the Employee to place their hands or tools in order to carry out the work to such ground, deck, floor or water. For the purpose of this subclause, deck or floor means a substantial structure that, even though temporary, is sufficient to protect an Employee from falling any further distance. Water level means in tidal waters mean water level.
- 39.3. An employee working on a chimney stack, spire, tower, radio or television mast or tower, air shaft (other than above ground in a multi-storey building), cooling tower, water tower or silo over seven and a half metres in height shall also be paid allowance set out in Item 6 of Schedule B - Allowances.

40. Dirty and related work

- 40.1. If an employee is required to perform dirty and related work, that is work which is considered by both a supervisor and worker, to be:
- 40.1.1. unusually dirty or offensive, by comparison with work normally encountered in the trade concerned; or
 - 40.1.2. work involved in the preparation and/or application of epoxy based materials; or
 - 40.1.3. work undertaken in a confined space. For the purpose of this paragraph, a confined space means a place, the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation; or

- 40.1.4. If an Employee is employed upon any chokage and is required to open up:
- (a) any soil pipe, waste pipe, drain pipe or pump conveying offensive material; or
 - (b) a scupper containing sewerage; or
 - (c) required to work in a septic tank in operation; or
- 40.1.5. If an Employee is required to work on any pipe line or equipment containing body fluids or body waste and encounters same;
- 40.1.6. the employee shall be paid at the allowance rate specified in Item 7 of Schedule B - Allowances.

41.Tool Allowances

- 41.1. An Employee who is employed in a position specified in Item 8 of Schedule B - Allowances shall be paid a tool allowance as prescribed in that table, where tools are not provided by TAFE NSW. The tool allowance is to form part of the ordinary pay for all purposes.

PART V – HOURS OF WORK AND RELATED MATTERS

42. Working Hours, Overtime and Shift Allowances – General

- 42.1. The working hours of Employees and the manner of their recording shall be as determined from time to time by the Managing Director.
- 42.2. An appropriate Employee will be responsible to the Managing Director for the proper observance of hours of work and for the proper recording of such attendance.
- 42.3. The Managing Director may require an Employee to perform duty beyond the hours determined under subclause 42.1 of this clause but only if it is reasonable for the Employee to be required to do so. An Employee may refuse to work additional hours in circumstances where the working of such hours would result in the Employee working unreasonable hours. In determining what is unreasonable the following factors shall be taken into account:
- 42.3.1. the Employee’s prior commitments outside the workplace, particularly the Employee’s family and carer responsibilities, community obligations or study arrangements;
 - 42.3.2. any risk to Employee health and safety;
 - 42.3.3. the urgency of the work required to be performed during additional hours, the impact on the operational commitments of the organisation and the effect on client services;
 - 42.3.4. the notice (if any) given by the Managing Director regarding the working of the additional hours, and by the Employee of their intention to refuse the working of additional hours; or
 - 42.3.5. the nature of the employee’s role, and the employee’s level of responsibility;
 - 42.3.6. whether the additional hours are in accordance with averaging terms where applicable; and
 - 42.3.7. any other relevant matter.
- 42.4. Hours of work, overtime and shift allowances are set out under clauses 43, 52 and 53. The application of hours of work is subject to the provisions of this clause.
- 42.5. The ordinary hours may be standard or flexible and may be worked on a full-time or part-time basis.
- 42.6. The Managing Director shall ensure that all Employees employed in TAFE NSW are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

43. Ordinary hours of Work

- 43.1. The ordinary weekly hours for full-time employees (other than seven day shift workers) under this Agreement shall be 35 hours per week worked between Monday and Friday inclusive. The pattern of work may be flexibly arranged across the week within the daily span of hours, or as negotiated under a local arrangement in accordance with clause 46. Local Arrangements.
- 43.2. Provisions in relation to overtime are set out at clause 55, Overtime worked by Day Workers of this Agreement.
- 43.3. Rostered days off
An employee who is rostered over a twelve-week period shall be entitled to three rostered days off over the work cycle. A rostered employee may defer the taking of a rostered day off to a later date where agreed, where operational requirements permit.
- 43.4. A Shift Worker under this Agreement is an Employee, other than a Day Worker, who works shifts in accordance with a roster as directed by the Employer. A Shift Worker is required to commence work at a specific time and work for a defined period in accordance with a roster. A Shift Worker may be entitled to receive a loading for working shift hours in accordance with clause 54, Shift Work depending on the time of a defined shift.

44. Standard Working Hours

- 44.1. Standard hours are the set and regular hours of operation as determined by the Managing Director. Workplace Management may determine standard hours, in consultation with employees, in a business unit or teaching section in order to meet the service, delivery, and/or operational requirements of the business unit or teaching section.
- 44.2. Standard daily hours are equivalent to the Contract hours for the day, with an hour for lunch, which can be reduced to 30 minutes if under a flexible working hours arrangement. Standard hours can be full-time or part-time.
- 44.3. Urgent Personal Business - Where an Employee is required to undertake urgent personal business, appropriate leave or time off may be granted by the Managing Director. Where time off has been granted, such time shall be made up as set out in subclause 44.5 of this clause.
- 44.4. Late Attendance - If an Employee is late for work, they must either take appropriate leave or, if the Managing Director approves, make the time up in accordance with 44.5 of this clause.
- 44.5. Making up of Time - The time off taken in circumstances outlined in 44.3 and 44.4 of this clause must be made up at the earliest opportunity. The time may be made up on the same day or on a day or days agreed to between the Employee and the Managing Director.

45.Flex Time

Eligibility:

- 45.1. Flex time is available to:
- 45.1.1. Any permanent and temporary full or part time Day Worker covered by the classifications in this Agreement except for casuals and employees who perform shift work in accordance with a roster.
 - 45.1.2. Any non-continuous shift worker whose ordinary hours of work are rostered for part of the work cycle, with the remainder undertaken under a flexible arrangement within operational business hours (e.g. library and administrative staff).
- 45.2. TAFE NSW cannot revert an employee to standard hours under Clause 44 unless the employee is not observing the conditions of this clause, or in exceptional, urgent or unforeseen circumstances as determined by the Director Workplace Relations. Reasons for such a determination will be provided to an employee in writing prior to the reversion to standard working hours.

Recording of hours:

- 45.3. Flex time hours will be recorded in an Electronic Flex Sheet as prescribed by TAFE NSW. It is the responsibility of managers and employees to ensure that the record in Electronic Flex Sheets is accurate.

Bandwidth:

- 45.4. The bandwidth is the period between 6am to 9pm, Monday to Friday when employees may work and may record and accrue credit or debit for time worked.
- 45.5. Subject to operational and customer service requirements and management approval where reasonably practicable, the number of hours worked as well as starting and finishing times each day can be varied within the bandwidth up to a maximum of 10 working hours per day.

Entitlement:

- 45.6. Employees may accrue and take up to six (6) flex time days (or 42 Hours) in any 12-week settlement period as either full days, half days, hours or a combination (pro rata for part time employees).
- 45.7. At the conclusion of settlement period unless there are exceptional circumstances an employee may carry forward a time credit of up to 21 hours to the next settlement period, or a negative balance of up to 10 hours.

Accrual of Flex Time:

- 45.8. Employees are entitled to accrue flex time without prior approval of up to 15 minutes (which can be prior to the commencement of their working hours or after the end of their working hours) per day. This entitlement to accrue cannot be denied by way of direction, subject to WHS requirements.
- 45.9. Any accrual of flex time after 15 minutes per day must be to undertake or complete tasks that meet operational requirements and, where reasonably practicable, must be approved by a manager prior.
- 45.10. A manager may, by agreement with the employee, give approval to accrue flex time in advance for longer periods, rather than on a daily basis. An employee and their manager must agree in advance where a regular accrual or pattern of work is sought.
- 45.11. Managers must review the hours of work at the end of each 4 week period during the 12 week settlement period. Where a manager forms a view that appropriate action should be taken to rectify any excess or shortfall, they must first consult with the employee.

Lunch and Meal Breaks:

- 45.12. An employee is required to take an unpaid meal break of not less than 30 minutes in a period of five hours continuous work.
- 45.13. An employee shall be entitled to take a meal break of one hour, but may reduce or extend that period to a minimum of 30 minutes or to a maximum 120 minutes, subject to the approval of the manager. Customer service must be maintained during breaks, but not at the expense of employee lunch entitlements.

Taking of Flex Time:

- 45.14. Flex time can be taken with other forms of leave and by mutual agreement with the employee's respective manager/supervisor;. Except by agreement, any excess annual leave in accordance with clause 93.2.3 must be acquitted prior to taking any accrued flex time.
- 45.15. If a request to take flex time on a particular date is unable to be accommodated the relevant manager must work together with the employee to find a mutually agreeable time for the employee to take their accrued flex time within the Settlement Period.
- 45.16. If the relevant manager and the employee cannot determine a mutually agreeable time under clause 45.15 TAFE NSW must enable the employee to take flex time later in the next Settlement Period.

Higher Duties:

- 45.17. Flex time by an employee during a period when that employee has been receiving higher duties allowance (HDA) shall be paid at the higher duties allowance rate.
- 45.18. In the first 12 months of higher duties, no relieving higher duties is payable where an employee is absent on five or more consecutive days.

Separation from TAFE NSW:

- 45.19. Where practicable, prior to separation from TAFE NSW, which may include during the period of notice, employees are to eliminate their accrued debit/credit flex time hours.

46. Local Arrangements

- 46.1. Local arrangements, as specified in this Agreement, may be negotiated between the Managing Director and Union/s in respect of the whole of TAFE NSW or part of TAFE NSW in relation to when work is performed.
- 46.2. All local arrangements negotiated between TAFE NSW and Unions must:
- 46.2.1. be approved by the Managing Director; and
 - 46.2.2. be approved in writing by the State Branch Secretary of the Union/s; and
 - 46.2.3. be contained in a formal document, such as a memorandum of understanding, an enterprise agreement or other industrial instrument; and
 - 46.2.4. include a clause allowing the arrangement to be terminated by giving up to 12 months' notice.
- 46.3. Subject to the provisions of 46.2 of this clause, nothing in this clause shall prevent the negotiation of local arrangements between TAFE NSW and the Unions where the conditions of employment of any group are such that the application of the standard working hours provisions would not be practicable.
- 46.4. Attendance and the accrual of flexible working hours credit - A staff member may only work outside the hours of a standard day but within the bandwidth and accrue hours toward a flexible working hours credit if the work is available to be performed.
- 46.5. Where a staff member has accrued 8 weeks annual leave, unless otherwise authorised by their manager, flex leave can only be taken where annual leave has been applied for and approved. If, however, annual leave has been applied for and declined or not actioned by the manager, access to flex leave is still available.

47. Workload Allocation and Review

- 47.1. TAFE NSW acknowledges that workload allocation can be reviewed if an employee considers it to be unsustainable, inequitable or unmanageable.

- 47.2. 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.
- 47.3. 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.
- 47.4. 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.

48. Morning and Afternoon Breaks

- 48.1. Employees may take a 10 minute morning break, provided that the discharge of public business is not affected and, where practicable, they do so out of the view of the public contact areas. Employees may also take a 10 minute afternoon break, subject to the same conditions as apply to the morning break.

49. Meal Breaks

- 49.1. Meal breaks must be given to and taken by Employees. Except as provided for in subclause 49.1.2 meal breaks will be unpaid. No Employee shall be required to work continuously for more than 5 hours without a meal break, provided that:
- 49.1.1. where the prescribed break is more than 30 minutes, the break may be reduced to not less than 30 minutes if the Employee agrees. If the Employee requests to reduce the break to not less than 30 minutes, the reduction must be operationally convenient; and
 - 49.1.2. where the nature of the work of an Employee or a group of Employees is such that it is not possible for a meal break to be taken after not more than 5 hours, local arrangements may be negotiated between the Managing Director, the Employee or the Employee's Union if they are a member to provide for payment of a penalty.
 - 49.1.3. Where an employee is required by the Employer to remain on the premises during the break due to the operational requirements of the area, they will be granted a paid crib break of thirty minutes. Such crib breaks shall be counted as time worked.

50.Lactation Breaks

- 50.1. This clause applies to all 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.
- 50.2. Employees who are lactating are entitled to paid lactation breaks as required.
- 50.3. Generally lactation breaks will be for up to 30 minutes per occasion, or as needed by the employee.
- 50.4. A flexible approach to lactation breaks can be taken by mutual agreement between an Employee and their manager. 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.
- 50.5. TAFE NSW shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk.
- 50.6. 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.
- 50.7. 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.
- 50.8. 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 leave in accordance with clause 105 - Personal / Carer's Leave
- 50.9. As an alternative to subclause 50.8 above, employees may access flex time under clause 45 – Flex Time where applicable.

51.Variation of Hours

- 51.1. If the Managing Director is satisfied that an Employee is unable to comply with the general hours operating in TAFE NSW because of limited transport facilities, urgent personal reasons, community or family reasons, the Managing Director may vary the Employee's hours of attendance on a one off, short or long-term basis, subject to the following:
- 51.1.1. the variation does not adversely affect the operational requirements;
 - 51.1.2. there is no reduction in the total number of daily hours to be worked;

- 51.1.3. the variation is not more than an hour from the commencement or finish of the span of usual commencing and finishing time;
- 51.1.4. a lunch break of one hour is available to the Employee, unless the Employee elects to reduce the break to not less than 30 minutes;
- 51.1.5. no overtime or meal allowance payments are made to the Employee, as a result of an agreement to vary the hours;
- 51.1.6. ongoing arrangements are documented; and
- 51.1.7. Employees and their representatives, if any, are consulted as appropriate, on any implications of the proposed variation of hours arrangement for the work area.

52.Shift Work

- 52.1. A Shift Worker under this Agreement is an employee who works shifts in accordance with a roster as directed by the Employer. A Shift Worker is required to commence work at a specific time and work for a defined period in accordance with a roster.
- 52.2. The ordinary hours of Shift Workers shall not exceed 140 hours, or the pro rata equivalent, in each roster period of 28 consecutive days. Such hours shall be worked in not more than 20 shifts in each roster period
- 52.3. For the purpose of calculating the number of shifts worked during a roster period, a broken shift, as defined in clause 5 shall count as one shift.
- 52.4. For the purpose of this clause, the following definitions will apply:
 - 52.4.1. Morning shift means any shift commencing after midnight and before 6:00am;
 - 52.4.2. Afternoon shift means any shift finishing after 6:30pm and at or before midnight;
 - 52.4.3. Night shift means any shift finishing after midnight, and at or before 6.00am; and
 - 52.4.4. Permanent Night Shift means a night shift which does not rotate with another shift or shifts or day work and which continues for a period of not less than four consecutive weeks.
- 52.5. Shift Loadings - A shift worker employed on a shift shall be paid, for work performed during the ordinary hours of any such shift, ordinary rates plus the following additional shift loadings:

Morning shift	commencing after midnight and before 6:00am;	15%
Afternoon shift	finishing after 6:30pm and at or before midnight	15%
Night shift (non - permanent/rotating)	finishing after midnight and at or before 6am	15%
Permanent Night shift	finishing after midnight and at or before 6am for a period of not less than 4 consecutive weeks	30%

52.6. The loadings specified in 52.5 of this clause shall only apply to shifts worked from Monday to Friday and where a shift is worked which would attract more than one incidence of loading then only the higher of the two loadings shall apply.

52.7. Employees required to work ordinary hours on a Saturday or a Sunday shall be paid for all time so worked at the following rates:

<u>Day</u>	<u>Rate</u>
Saturday	Time and one-half
Sunday	Double Time

52.8. An Employee who is required to work on a Saturday or a Sunday shall be paid a minimum of three hours for each start.

52.9. The shift work allowances provided by subclause 52.5 above of this clause are not payable for Saturday and Sunday work.

52.10. Public Holidays - the following shall apply:

52.10.1. where a shift worker is required to and does work on a Public Holiday, the shift worker shall be paid at two and a half times the rate for time worked. Such payment shall be in lieu of weekend or shift allowances which would have been payable if the day had not been a Public Holiday;

52.10.2. a shift worker rostered off duty on a Public Holiday shall be paid one day's pay for that Public Holiday or have one day added to his/her annual holidays for each such day.

52.11. Rosters covering a minimum period of 28 days, where practicable, shall be prepared and issued at least 7 days prior to the commencement of the rosters. Each roster shall indicate the starting and finishing time of each shift. Where current or proposed shift arrangements are incompatible with the shift worker's family, religious or community responsibilities, every effort to negotiate individual alternative arrangements shall be made by the Managing Director.

52.12. For any changes to an employee's regular roster, the Employer must consult with affected employees consistent with clause 12, Consultation.

- 52.13. Notice of Change of Shift - A shift worker who is required to change from one shift to another shift shall, where practicable, be given forty eight (48) hours' notice of the proposed change.
- 52.14. Breaks between Shifts - A minimum break of eight (8) consecutive hours between ordinary rostered shifts shall be given.
- 52.15. If a shift worker resumes or continues to work without having had eight (8) consecutive hours off duty, the shift worker shall be paid overtime in accordance with clause 54, Overtime Worked by Shift Workers, until released from duty for eight (8) consecutive hours. The shift worker will then be entitled to be off duty for at least eight (8) consecutive hours without loss of pay for ordinary working time which falls during such absence.
- 52.16. Time spent off duty may be calculated by determining the amount of time elapsed after:
- 52.16.1. the completion of an ordinary rostered shift; or
 - 52.16.2. the completion of authorised overtime; or
 - 52.16.3. the completion of additional travelling time, if travelling on duty, but shall not include time spent travelling to and from the workplace.
- 52.17. Daylight Saving - In all cases where a shift worker works during the period of changeover to and from daylight saving time, the shift worker shall be paid the normal rate for the shift.
- 52.18. Broken Shifts:
- 52.18.1. Broken shifts may only be worked by those employees who deliver security services, requiring a security licence.
 - 52.18.2. Employees working broken shifts shall be paid an additional daily amount as set out at Item 5 of Schedule B – Salary Related Allowances for each day so worked. This amount is inclusive of an excess fares allowance. This amount is inclusive of an excess fares allowance. Broken shifts shall be worked by agreement between the Employee and the Employer.
 - 52.18.3. An Employee receiving a broken shift allowance under the provisions of this subclause shall not receive any other allowance provided for under subclause 52.5, except as provided in subclause 52.18.4 below.
 - 52.18.4. Where a Shift Worker's broken shift commences between midnight and 6.00 am an allowance of 15 per cent shall be paid for each hour worked between such hours. Where a broken shift ceases after 7.00 pm, an allowance of 15 percent shall be paid for each hour worked after 7.00 pm.
 - 52.18.5. The maximum spread of hours between the commencement and cessation of a broken shift is 12 hours.

- 52.18.6. The maximum unpaid break for employees working broken shifts shall be five (5) hours.

53.Overtime – General

- 53.1. An Employee may be directed by the Managing Director to work overtime, provided it is reasonable for the Employee to be required to do so. An Employee may refuse to work overtime in circumstances where the working of such overtime would result in the Employee working unreasonable hours. In determining what is unreasonable, the following factors shall be taken into account:
- 53.1.1. the Employee’s prior commitments outside the workplace, particularly the Employee’s family and carer responsibilities, community obligations or study arrangements,
 - 53.1.2. any risk to Employee health and safety,
 - 53.1.3. the urgency of the work required to be performed during overtime, the impact on the operational commitments of the organisation and the effect on client services,
 - 53.1.4. the notice (if any) given by the Managing Director regarding the working of the overtime, and by the Employee of their intention to refuse overtime, or
 - 53.1.5. any other relevant matter.
- 53.2. Payment for overtime shall be made only where the Employee works directed overtime.
- 53.3. Payment for overtime worked and/or on-call (standby) allowance shall not be made under this clause if the Employee is eligible to:
- 53.3.1. compensation specifically provided for overtime and/or on-call (standby) allowance; or
 - 53.3.2. be paid an allowance for overtime and/or on-call (standby) allowance; or
 - 53.3.3. a rate of salary which has been determined as inclusive of overtime and/or on-call (standby) allowance.

54.Overtime Worked by Shift Workers

- 54.1. A shift worker shall be paid overtime for all time worked:
- 54.1.1. in excess of the ordinary weekly hours; and/or
 - 54.1.2. in excess of the ordinary daily hours on an ordinary shift.
- 54.2. The following rates are payable for any such overtime worked by shift workers and shall be in substitution of, and not cumulative upon, the rates payable for shift work performed on Monday to Friday, Saturday, Sunday or a Public Holiday as set out in clause 52, Shift Work.

- 54.2.1. Monday-Friday - All overtime worked by Shift Workers Monday to Friday inclusive, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- 54.2.2. Saturday - All overtime worked by Shift Workers on Saturday, shall be paid for at the rate of time and one half for the first two hours and double time thereafter.
- 54.2.3. Sunday - All overtime worked by Shift Workers on a Sunday shall be paid for at the rate of double time.
- 54.2.4. Public Holidays - All overtime worked on a public holiday shall be paid for at the rate of double time and one half.
- 54.3. Rest Periods
 - 54.3.1. A shift worker who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
 - 54.3.2. Where an Employee, at the direction of the supervisor, resumes or continues work without having had eight (8) consecutive hours off duty then such Employee shall be paid at the appropriate overtime rate until released from duty. The Employee shall then be entitled to eight (8) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

55. Overtime Worked by Day Workers

- 55.1. The provisions of this clause shall not apply to:
 - 55.1.1. shift workers as defined in clause 5 and to whom provisions of clause 52, Shift Work and clause 54, Overtime Worked By Shift Workers of this Part apply;
 - 55.1.2. Employees covered by formal local arrangements in respect of overtime negotiated between the Managing Director and Unions;
 - 55.1.3. Employees whose salary includes compensation for overtime;
 - 55.1.4. Employees who receive an allowance in lieu of overtime.
- 55.2. Rates - Overtime shall be paid at the following rates:
 - 55.2.1. Weekdays (Monday to Friday inclusive) - at the rate of time and one-half for the first two hours and at the rate of double time thereafter for all directed overtime worked outside the Employee's ordinary weekly hours of duty or more than 10 hours;
 - 55.2.2. Saturday - All overtime worked on a Saturday at the rate of time and one-half for the first two hours and at the rate of double time thereafter;
 - 55.2.3. Sundays - All overtime worked on a Sunday at the rate of double time;

- 55.2.4. Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.
- 55.3. An Employee who works overtime on a Saturday, Sunday or public holiday, shall be paid a minimum payment as for three (3) hours work at the appropriate rate.
- 55.4. Rest Periods
- 55.4.1. An Employee who works overtime shall be entitled to be absent until ten (10) consecutive hours have elapsed.
- 55.4.2. Where an Employee, at the direction of the supervisor, resumes or continues work without having had ten (10) consecutive hours off duty then such Employee shall be paid at the appropriate overtime rate until released from duty. The Employee shall then be entitled to ten (10) consecutive hours off duty and shall be paid for the ordinary working time occurring during the absence.

56. Recall to Duty

- 56.1. An Employee recalled to work overtime after leaving the Employer's premises shall be paid for a minimum of three (3) hours work at the appropriate overtime rates.
- 56.2. The Employee shall not be required to work the full three (3) hours if the job can be completed within a shorter period.
- 56.3. When an Employee returns to the place of work on a number of occasions in the same day and the first or subsequent minimum pay period overlap into the next call out period, payment shall be calculated from the commencement of the first recall until either the end of duty or three (3) hours from the commencement of the last recall, whichever is the greater. Such time shall be calculated as one continuous period.
- 56.4. When an Employee returns to the place of work on a second or subsequent occasion and a period of three (3) hours has elapsed since the Employee was last recalled, overtime shall only be paid for the actual time worked in the first and subsequent periods with the minimum payment provision only being applied to the last recall on the day.
- 56.5. A recall to duty commences when the Employee starts work and terminates when the work is completed. A recall to duty does not include time spent travelling to and from the place at which work is to be undertaken.
- 56.6. An Employee recalled to duty within three (3) hours of the commencement of usual hours of duty shall be paid at the appropriate overtime rate from the time of recall to the time of commencement of such normal work.
- 56.7. This clause shall not apply in cases where it is customary for an Employee to return to TAFE NSW's premises to perform a specific job outside the Employee's ordinary hours of duty, or where overtime is continuous with the completion or commencement of ordinary hours of duty. Overtime worked in these circumstances shall not attract the minimum payment of three (3) hours unless the actual time worked is three (3) or more hours.

57. On-Call Allowance

- 57.1. TAFE NSW may require some employees to be on-call to perform work outside their ordinary hours. On-call arrangements occur where a permanent or temporary/fixed-term employee is required to be contactable and on-call (standby) to perform work outside of their ordinary hours or work, either at the workplace or elsewhere.
- 57.2. When an Employee is on-call for a possible recall to duty, payment of an on-call allowance shall be made in accordance with Item 3 of Schedule B – Salary Related Allowances.
- 57.3. The on-call allowance outlined at Item 3 of Schedule B – Salary Related Allowances, is to be paid for 24 hours on each day that an employee is required to be on-call. This applies regardless of whether the employee is required to be on-call for the entire day.
- 57.4. Working on-call will be, in the first instance, on a voluntary basis. In the absence of sufficient volunteers and employees who have agreed to on-call arrangements, working on-call may be required.
- 57.5. When requiring an employee to be on-call, TAFE NSW will give consideration to:
- 57.5.1. Operational requirements;
 - 57.5.2. The current work arrangements of the affected employees (being those employees who are required to work on-call);
 - 57.5.3. The personal circumstances of the affected employees;
 - 57.5.4. Risks to the Employee's work health or safety, perceived or otherwise.
- 57.6. An employee on-call will be:
- 57.6.1. entitled to be paid the on-call allowance set out in Item 3 of Schedule B – Salary Related Allowances;
 - 57.6.2. if recalled to work, paid overtime as set out in clause 54, Overtime Worked by Shift Workers or clause 55, Overtime Worked by Day Workers, or clause 56, Recall to Duty, whichever is appropriate;
 - 57.6.3. where an issue can be resolved without travel to a workplace whether on a weekday, weekend or public holiday, work performed shall be compensated at ordinary time for the time actually worked, calculated to the next 15 minutes.

58. Overtime Meal Breaks

- 58.1. Employees not working flexible hours - An Employee required to work overtime on weekdays for an hour and a half or more after the Employee's ordinary hours of duty, shall be allowed 30 minutes (unpaid) for a meal and thereafter, 30 minutes (unpaid) for a meal after every five hours of overtime worked.

- 58.2. Employee working flexible hours - An Employee required to work overtime on weekdays beyond 6.30 pm and until or beyond eight and a half hours after commencing duty plus the time taken for lunch, shall be allowed 30 minutes (unpaid) for a meal and thereafter, 30 minutes (unpaid) for a meal after every five hours of overtime worked.
- 58.3. Employees Generally - An Employee required to work overtime on a Saturday, Sunday or Public Holiday, shall be allowed 30 minutes (unpaid) for a meal after every five hours of overtime worked. An Employee who is unable to take a meal break and who works for more than five hours shall be given an unpaid meal break at the earliest opportunity.
- 58.4. Where an employee is operationally required by the Employer to remain on the premises during the meal break, the 30 minute meal break under subclauses 58.1 to 58.43 of this clause will be paid.

59. Overtime Meal Allowances

- 59.1. Where the Employer gives 72 hours' notice of overtime, overtime meal allowances will not be paid.
- 59.2. Where 72 hours' notice is not provided by the Employer:
- (a) If an adequate meal is not provided by TAFE NSW, the Employer will reimburse employees for any expenses incurred to obtain a meal up to the appropriate rate specified in Schedule B - Expense Related Allowances, provided the Managing Director is satisfied that:
 - (b) the time worked is directed overtime;
 - (c) the Employee properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought by providing receipts;
 - (d) where the Employee was able to cease duty for at least 30 minutes before or during the working of overtime to take the meal, the Employee did so; and
 - (e) overtime is not being paid in respect of the time taken for a meal break.
- 59.3. Notwithstanding the above provisions, nothing in this clause shall prevent the Managing Director and Unions from negotiating different meal provisions under a local arrangement.
- 59.4. The rates of overtime meal allowances shall be adjusted in accordance with the provisions contained in clause 31, Review of Expense Related Allowances Payable.

60. Payment for Overtime or Leave in Lieu

- 60.1. The Managing Director shall grant compensation for directed overtime worked either by payment at the appropriate rate or, if the Employee so elects, by the grant of leave in lieu in accordance with 60.2 of this clause.
- 60.2. The following provisions shall apply to the leave in lieu:

- 60.2.1. the Employee shall advise the supervisor before the overtime is worked or as soon as practicable on completion of overtime, that the Employee intends to take leave in lieu of payment;
- 60.2.2. the leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause;
- 60.2.3. the leave must be taken at the convenience of TAFE NSW, except when leave in lieu is being taken to look after a sick family member. In such cases, the conditions set out in clause 105, Personal Carers Leave of this Agreement apply;
- 60.2.4. leave in lieu accrued in respect of overtime shall be given by TAFE NSW and taken by the Employee within three months of accrual unless alternate local arrangements have been negotiated between the Managing Director, Employees and Unions;
- 60.2.5. an Employee shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

61. Calculation of Overtime

- 61.1. Unless a minimum payment in terms of 55.1.4 of clause 55, Overtime Worked by Day Workers applies, overtime shall not be paid if the total period of overtime worked is less than a quarter of an hour.
- 61.2. The formula for the calculation of overtime at ordinary rates for Employees employed on a five (5) day basis shall be:

Annual salary	X	5	X	1
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1		260.89		No of ordinary hours of work per week

- 61.3. The formula for the calculation of overtime at ordinary rates for Employees employed on a seven (7) day basis shall be:

Annual salary	X	7	X	1
-----		-----		-----
1		365.25		No of ordinary hours of work per week

- 61.4. To determine time and one half, double time or double time and one half, the hourly rate at ordinary time shall be multiplied by 3/2, 2/1 or 5/2 respectively, calculated to the nearest cent.
- 61.5. Overtime is not payable for time spent travelling.

62. Provision of Transport in Conjunction with Working of Overtime

- 62.1. For the purpose of this clause, departure or arrival after 8.00 pm will determine whether the provisions of this clause apply.

- 62.1.1. Departure or arrival after 8.00 pm of an Employee on overtime or a regular or rotating shift roster, does not in itself warrant the provision of transport. It needs to be demonstrated that the normal means of transport, public or otherwise, is not reasonably available and/or that travel by such means of transport places the safety of the Employee at risk.
- 62.1.2. The responsibility of deciding whether the provision of assistance with transport is warranted in the circumstances set out above, rests with administrative units of TAFE NSW where knowledge of each particular situation will enable appropriate judgements to be made.
- 62.2. Arrangement of Overtime - Where overtime is required to be performed, it should be arranged, as far as is reasonably possible, so that the Employee can use public transport or other normal means of transport to and from work.
- 62.3. Provision of Taxis - Where an Employee:
 - 62.3.1. ceases overtime duty after 8.00 pm; or
 - 62.3.2. ceases or commences duty performed as part of a regular or rotating roster of shift duty after 8.00 pm; and
 - 62.3.3. public transport or other normal means of transport is not reasonably available, arrangements may be made for transport home or to be provided by way of taxi.

63. Activities Regarded as on Duty

- 63.1. Employees will be released from the performance of normal duty when required to undertake any of the activities specified below. While undertaking such activities, the Employee will be regarded as being on duty and will not be required to apply for leave:
 - 63.1.1. Attendance at meetings of the workplace's Work Health and Safety Committee and participation in all official activities relating to the functions and responsibilities of elected Work Health and Safety Committee members at a place of work as provided for in the *Work Health and Safety Act 2011 (NSW)*;
 - 63.1.2. Attendance at meetings with workplace management or workplace management representatives;
 - 63.1.3. A reasonable period of preparation time, before -
 - (a) meetings with management;
 - (b) disciplinary or grievance meetings when an Employee who is a Union member requires the presence of a Union delegate; and
 - (c) any other meeting with management; by agreement with management, where operational requirements allow the taking of such time.

- 63.1.4. Giving evidence in court on behalf of TAFE NSW;
- 63.1.5. For Union delegates presenting information on the Union and Union activities at induction sessions for new staff of TAFE NSW; and
- 63.1.6. For Union delegates distributing official Union publications or other authorised material at the workplace, provided that a minimum of 24 hours' notice is given to TAFE NSW, unless otherwise agreed between the parties. Distribution time is to be kept to a minimum and is to be undertaken at a time convenient to the workplace.

PART VI - TRAVEL AND RELATED ALLOWANCES

64.Excess Travelling Time

- 64.1. Excess Travelling Time - An Employee directed by the Managing Director to travel on official business outside the usual hours of duty to perform duty at a location other than normal headquarters will, at the Managing Director's discretion, be compensated for such time either by:
- 64.1.1. Payment calculated in accordance with the provisions contained in this clause; or
 - 64.1.2. If it is operationally convenient, by taking equivalent time off in lieu to be granted for excess time spent in travelling on official business. Such time in lieu must be taken within 1 month of accrual unless otherwise authorised by the Employee's manager.
- 64.2. Compensation under 64.1.1 or 64.1.2 of this clause, shall be subject to the following conditions:
- 64.2.1. on a non-working day - all time spent travelling on official business;
 - 64.2.2. on a working day - subject to the provisions of subclause 64.6 of this clause, all additional time spent travelling before or after the Employee's normal hours of duty,
- 64.3. provided the period for which compensation is being sought is more than a half an hour on any one day.
- 64.4. No compensation for travelling time shall be given in respect of travel between 11.00 pm on any one day and 7.30 am on the following day where the Employee has travelled overnight and sleeping facilities have been provided for the Employee.
- 64.5. Compensation for travelling time shall be granted only in respect of the time that might reasonably have been taken by the use of the most practical and economic means of transport.
- 64.6. Compensation for excess travelling time shall exclude the following:
- 64.6.1. time normally taken for the periodic journey from home to headquarters and return;
 - 64.6.2. any periods of excess travel of less than 30 minutes on any one day;
 - 64.6.3. travel to new headquarters on permanent transfer, if special leave has been granted for the day or days on which travel is to be undertaken;
 - 64.6.4. time from 11.00 pm on one day to 7.30 am on the following day if accommodation has been provided.
 - 64.6.5. travel not undertaken by the most practical available route;

- 64.6.6. any travel undertaken by a member of staff whose salary includes an "all incidents of employment" component;
 - 64.6.7. time within the flex time bandwidth;
 - 64.6.8. travel overseas.
- 64.7. Payment - Payment for travelling time calculated in terms of this clause shall be at the Employee's ordinary rate of pay on an hourly basis calculated as follows:
- | | | | | |
|----------------------|---|----------|---|----------------------|
| <u>Annual salary</u> | X | <u>5</u> | X | <u>1</u> |
| 1 | | 260.89 | | Normal hours of work |
- 64.8. The rate of payment for travel or waiting time on a non-working day shall be the same as that applying to a working day.
 - 64.9. Time off in lieu or payment for excess travelling time or waiting time will not be granted or made for more than eight hours in any period of 24 consecutive hours.

65. Waiting time

- 65.1. When an Employee travelling on official business is required to wait for transport in order to commence a journey to another location or to return home or headquarters and such time is outside the normal hours of duty, the waiting time shall be treated and compensated for in the same manner as excess travelling time pursuant to clause 64, Excess Travelling Time.

66. Travelling Compensation

- 66.1. Any authorised official travel and associated expenses, properly and reasonably incurred by an Employee required to perform duty at a location other than their normal headquarters shall be met by TAFE NSW.
- 66.2. The Managing Director shall require Employees to obtain an authorisation for all official travel prior to incurring any travel expense.
- 66.3. Where available at a particular centre or location, the overnight accommodation to be occupied by Employees who travel on official business shall be the middle of the range standard, referred to generally as three star or three diamond standard of accommodation.
- 66.4. Where payment of a proportionate amount of an allowance applies in terms of this clause, the amount payable shall be the appropriate proportion of the daily rate. Any fraction of an hour shall be rounded off to the nearest half-hour.
- 66.5. TAFE NSW will elect whether to pay the accommodation directly or whether an Employee should pay the accommodation and be compensated in accordance with this clause. Where practicable, Employees shall obtain prior approval when making their own arrangements for overnight accommodation.
- 66.6. Subject to 66.9, an Employee who is required by the Managing Director to work from a temporary work location shall be compensated for accommodation, and meal and incidental expenses properly and reasonably incurred during the time actually spent away from the Employee's residence in order to perform the work.

- 66.7. If meals are provided by the Government at the temporary work location, the Employee shall not be entitled to claim the meal allowance.
- 66.8. Expenses will only be reimbursed where receipts are produced unless the Managing Director is prepared to accept other evidence from the Employee.
- 66.9. For the first 35 days, the payment shall be:
- 66.9.1. where TAFE NSW elects to pay the accommodation provider the Employee shall receive:
 - (a) any expenses reasonably incurred for meals up to the appropriate meal allowance level in accordance with Schedule B - Expense Related Allowances, and
 - (b) Any incidental expenses reasonably incurred for incidentals up to the appropriate incidental allowance level in accordance with Item 2 of Schedule B - Expense Related Allowances, and
 - (c) actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel;
 - 66.9.2. where TAFE NSW elects not to pay the accommodation provider, TAFE NSW shall elect to pay either:
 - (a) the appropriate rate of allowance specified in Schedule B – Expense Related Allowances, and actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel; or
 - (b) in lieu of (a) above, the employer shall pay the actual expenses properly and reasonably incurred for the whole trip on official business (excluding morning and afternoon teas) up to the appropriate level set out in Schedule B - Expense Related Allowances.
- 66.10. After the first 35 days - If an Employee is required by the Managing Director to work in the same temporary work location for more than 35 days, such Employee shall be paid the appropriate rate of allowance as specified in Schedule B – Expense Related Allowances.
- 66.11. Long term arrangements - As an alternative to the provisions after the first 35 days at 66.9 of this clause, TAFE NSW could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by an Employee working from a temporary work location.
- 66.12. The return of an Employee to their home at weekends, on rostered days off or during short periods of leave while working from a temporary work location shall not constitute a break in the temporary work arrangement.

- 66.13. This clause does not apply to Employees who are on a secondment initiated by the Employee in accordance with section 64 Employee Transfers and Secondments of the *Government Sector Employment Act 2013* and Part 6 Transfers and secondments of the *Government Sector Employment Rules 2014*.

67. Meal expenses on one day journeys

- 67.1. An Employee who is authorised by the Managing Director to undertake a one-day journey on official business which does not require the Employee to obtain overnight accommodation, shall be paid any expenses reasonably incurred for meals up to the appropriate meal allowance level set out in Item 1 of Schedule B - Expense Related Allowances for:-
- 67.1.1. breakfast when required to commence travel at or before 6.00 am and at least 1 hour before the prescribed starting time;
 - 67.1.2. an evening meal when required to travel until or beyond 7:00 pm; and
 - 67.1.3. lunch when required to travel a total distance on the day of at least 100 kilometres and, as a result, is located at a distance of at least 50 kilometres from the Employee's normal headquarters at the time of taking the normal lunch break.

68. Restrictions on Payment of Travelling Allowances

- 68.1. An allowance under clause 66, Travelling Compensation is not payable in respect of:
- 68.1.1. any period during which the Employee returns to their residence at weekends or public holidays, commencing with the time of arrival at that residence and ending at the time of departure from the residence;
 - 68.1.2. any period of leave, except with the approval of the Managing Director or as otherwise provided by this clause; or
 - 68.1.3. any other period during which the Employee is absent from the Employee's temporary work location otherwise than on official duty.
- 68.2. An Employee who is in receipt of an allowance under clause 66, Travelling Compensation, shall be entitled to the allowance in the following circumstances:
- 68.2.1. when granted special leave to return to their residence at a weekend, for the necessary period of travel for the journey from the temporary work location to the Employee's residence; and for the return journey from the Employee's residence to the temporary work location, or

- 68.2.2. when leaving a temporary work location on ceasing to perform duty at or from a temporary work location, for the necessary period of travel to return to the Employee's residence or to take up duty at another temporary work location;
- 68.3. but is not entitled to any other allowance in respect of the same period.

69. Increase or Reduction in Payment of Travelling Allowances

- 69.1. Where the Managing Director is satisfied that a travelling allowance is:
 - 69.1.1. insufficient to adequately reimburse the Employee for expenses properly and reasonably incurred, a further amount may be paid to reimburse the Employee for the additional expenses incurred; or
 - 69.1.2. in excess of the amount which would adequately reimburse the Employee for expenses properly and reasonably incurred, the allowance may be reduced to an amount which would reimburse the Employee for expenses incurred properly and reasonably.

70. Production of Receipts

- 70.1. Payment of all actual expenses shall be subject to the production of receipts, unless the Managing Director is prepared to accept other evidence from the Employee.

71. Travelling Distance

- 71.1. The need to obtain overnight accommodation shall be determined by the Managing Director having regard to the safety of the Employee or Employees travelling on official business and local conditions applicable in the area. Where Employees are required to attend conferences or seminars which involve evening sessions or Employees are required to make an early start at work in a location away from their normal workplace, overnight accommodation may be granted by the Managing Director.

72. Allowance Payable for Use of Private Motor Vehicle

- 72.1. The Managing Director may authorise an Employee to use a private motor vehicle for work where:
 - 72.1.1. such use will result in greater efficiency or involve TAFE NSW in less expense than if travel were undertaken by other means; or
 - 72.1.2. where the Employee is unable to use other means of transport due to a disability.
- 72.2. The Employee must have in force in respect of a motor vehicle used for work, in addition to any policy required to be effected or maintained under the *Motor Vehicles (Third Party Insurance) Act, 1942* (NSW), a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Managing Director.

- 72.3. An Employee who, with the approval of the Managing Director, uses a private motor vehicle for work shall be paid an appropriate rate of allowance specified in Item 3 of Schedule B - Expense Related Allowances for the use of such private motor vehicle.
- 72.4. Different levels of allowance are payable for the use of a private motor vehicle for work depending on the circumstances and the purpose for which the vehicle is used.
- 72.4.1. The casual rate is payable if an Employee elects, with the approval of the Managing Director, to use their vehicle for occasional travel for work. This is subject to the allowance paid for the travel not exceeding the cost of travel by public or other available transport.
- 72.4.2. The official business rate is payable if an Employee is directed, and agrees, to use the vehicle for official business and there is no other transport available. It is also payable where the Employee is unable to use other transport due to a disability. The official business rate includes a component to compensate an Employee for owning and maintaining the vehicle.
- 72.5. Expenses such as tolls etc. shall be refunded to Employees where the charge was incurred during approved work related travel.
- 72.6. Except as otherwise specified in this Agreement, an Employee shall bear the cost of ordinary daily travel by private motor vehicle between the Employee's residence and Headquarters.

73. Damage to Private Motor Vehicle Used for Work

- 73.1. Where a private vehicle is damaged while being used for work, any normal excess insurance charges prescribed by the insurer shall be reimbursed by TAFE NSW, provided:
- 73.1.1. the damage is not due to gross negligence by the Employee; and
- 73.1.2. the charges claimed by the Employee are not the charges prescribed by the insurer as punitive excess charges.
- 73.2. Provided the damage is not the fault of the Employee, TAFE NSW shall reimburse to an Employee the costs of repairs to a broken windscreen, if the Employee can demonstrate that:
- 73.2.1. the damage was sustained on approved work activities; and
- 73.2.2. the costs cannot be met under the insurance policy due to excess clauses.

74. Allowance for Living in a Remote Area

- 74.1. An Employee shall be paid an allowance for the increased cost of living and the climatic conditions in a remote area, if:

- 74.1.1. indefinitely stationed and living in a remote area as defined in clause 5, Dictionary in the Agreement; or
 - 74.1.2. not indefinitely stationed in a remote area but because of the difficulty in obtaining suitable accommodation compelled to live in a remote area as defined in clause 5, Definitions in this Agreement.
- 74.2. Grade of appropriate allowance payable under this clause shall be determined as follows:
- 74.2.1. Grade A allowances - the appropriate rate shown in Schedule B - Expense Related Allowances in respect of all locations in a remote area, as defined in clause 5, Definitions, except as specified in 74.2.2 and 74.2.3 of this subclause;
 - 74.2.2. Grade B allowances - the appropriate rate shown as Grade B in Item 5 of Schedule B - Expense Related Allowances; in respect of the towns and localities of Angledook, Barrington, Bourke, Brewarrina, Clare, Enngonia, Goodooga, Ivanhoe, Lake Mungo, Lightning Ridge, Louth, Mungindi, Pooncarie, Redbank, Walgett, Wanaaring, Weilmoringle, White Cliffs, Wilcannia and Willandra;
 - 74.2.3. Grade C allowances - the appropriate rate shown as Grade C in Item 5 of Schedule B - Expense Related Allowances in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nocolche, Olive Downs, Tibooburra and Yathong.

75. Overseas Travel

- 75.1. Unless the Managing Director determines that an Employee shall be paid travelling rates especially determined for the occasion, an Employee required by the Managing Director to travel overseas on official business, shall be paid the appropriate overseas travelling allowance rates as specified in the relevant NSW public sector wide advice as issued from time to time.

76. Exchanges

- 76.1. The Managing Director may arrange two way or one way exchanges with other organisations both public and private, if TAFE NSW or the Employee will benefit from additional training and development which is intended to be used in the carrying out of TAFE NSW's business.
- 76.2. The conditions applicable to those Employees who participate in exchanges will be determined by the Managing Director according to the individual circumstances in each case (Schedule B - Expense Related Allowances).
- 76.3. The provisions of this subclause do not apply to the secondment of Employees to a Union.

77.Assistance to Employees in Broken Hill when Travelling on Annual Leave

- 77.1. An Employee who:
- 77.1.1. is indefinitely stationed in Broken Hill; and
 - 77.1.2. proceeds on annual leave to any place which is at least 480 kilometres by the nearest practicable route from the Employee's work location in that area, shall be paid an allowance once in any period of 12 months at the appropriate rate shown in Item 8 of Schedule B - Expense Related Allowances for the additional costs of travel.
 - 77.1.3. If the Employee is obliged to obtain overnight accommodation when travelling to and from the recreation destination, an additional allowance is payable at the rate of \$2.50 for the employee, spouse and each dependent child with the following conditions;
 - 77.1.4. When the employee is travelling by their own vehicle, with TAFE NSW's approval, the allowance is payable for only two nights on each of the forward and return journeys.
 - 77.1.5. When the employee is travelling by other means than their own vehicle the allowance is payable on one night only on each of the forward and return journeys.
 - 77.1.6. No payment is to be made for accommodation costs unless the employee travels at least 480 kilometres by the nearest practicable route from the place where the employee is indefinitely stationed.

The allowance for accommodation costs is payable as appropriate whether or not the employee actually expends any money on overnight accommodation. It is also payable if the employee camps or uses a caravan.

78.Transferred Employees Compensation

- 78.1. Employees who are transferred to a new work location which, by necessity of that transfer requires them to relocate their principal place of residence may be reimbursed costs in accordance with Schedule C – Transferred Employees Compensation

PART VII – GENERAL CONDITIONS

79.Reimbursement of licences

- 79.1. Licences that are required to be held by an Employee as an inherent requirement of their position, with the exception of Drivers licences, will be reimbursed by the Employer.

80.Work Health and Safety

- 80.1. Workplace Health and Safety - TAFE NSW is committed to achieving and maintaining accident-free and healthy workplaces by
- 80.1.1. developing work practices and procedures in accordance with the *Work Health and Safety Act 2011* (NSW) to support employees in safely carrying out their duties;
 - 80.1.2. the development of policies and guidelines for TAFE NSW on Work Health, Safety and Rehabilitation in accordance with the *Work Health and Safety Act 2011* (NSW);
 - 80.1.3. identifying training strategies for staff members, as appropriate, to assist in the recognition, elimination or control of workplace hazards and the prevention of work related injury and illness;
 - 80.1.4. developing strategies to assist the rehabilitation of injured staff members.
- 80.2. Harassment-free Workplace --- Harassment on the grounds of sex, race, marital status, physical or mental disability, sexual preference, transgender, age or responsibilities as a carer is unlawful in terms of the *Anti-Discrimination Act 1977* (NSW). Management and staff are required to refrain from, or being party to, any form of harassment in the workplace.

81.Uniforms and Personal Protective Clothing / Equipment

- 81.1. Uniform, etc. provided by TAFE NSW - An Employee who is required or authorised by the Managing Director to wear a uniform, protective clothing/equipment or other specialised clothing/equipment in connection with the performance of official duties shall be provided by TAFE NSW with such clothing.
- 81.2. Uniform, etc. provided by the Employee - Where the uniform, protective clothing/equipment or other specialised clothing/equipment required or authorised in accordance with subclause 81.1 is provided by the Employee, such Employee shall be reimbursed the cost of the uniform, protective clothing/equipment or other specialised clothing/equipment.

82. First Aid and Safety

- 82.1. The Employer shall provide and maintain in the workplace a first aid kit and appliances, and a person qualified in first aid, where applicable, in line with the provisions of the *Work Health and Safety Act 2011* (NSW).

83. Payment of Laundry Allowance

- 83.1. An Employee who is required by the Employer to wear a uniform is entitled to a laundry allowance as specified in Schedule B - Expense Related Allowances.
- 83.2. Where payment of the laundry allowance is not appropriate because of the specialised nature of the clothing, the cost of maintaining such clothing shall be met by TAFE NSW.

84. Secondment Arrangements with Unions

- 84.1. TAFE NSW may agree to provide unpaid leave to an employee for a fixed period of time to enable them to undertake a temporary secondment working with a Union.
- 84.2. Any unpaid leave granted for this purpose will not break an employee's continuity of service with TAFE NSW.

85. Period of Notice for Union Activities

- 85.1. The Managing Director must be notified in writing by the Union or, where appropriate, by the accredited delegate as soon as the date and/or time of the meeting, conference or other accredited activity is known.
- 85.2. Access to Facilities By Union Delegates
The workplace shall provide accredited delegates with reasonable access to the following facilities for authorised Union activities:
- 85.2.1. Telephone and e-mail facilities;
 - 85.2.2. a notice board for material authorised by the Union or access to staff notice boards for material authorised by the Union;
 - 85.2.3. workplace conference, video conference or meeting facilities, where available, for meetings with member(s), as negotiated between local management and the Union.

86. Union Delegates

- 86.1. Union delegates are to:
- 86.1.1. establish accreditation as a delegate with the Union and provide proof of accreditation to the workplace;
 - 86.1.2. provide sufficient notice to the immediate supervisor of any proposed absence on authorised Union business;

- 86.1.3. account for all time spent on authorised Union business, if requested;
- 86.1.4. when special leave is required, to apply for special leave in advance;
- 86.1.5. distribute Union literature/membership forms, including on designated notice boards;
- 86.1.6. negotiate the use of any TAFE NSW facility or property including email distribution lists for union-related purposes.

87. Responsibilities of Unions

- 87.1. Responsibilities of Unions are to:
 - 87.1.1. provide written advice to the Managing Director about a Union activity to be undertaken by an accredited delegate with sufficient notice;
 - 87.1.2. meet all travelling, accommodation and incidental costs incurred by the accredited delegate, except as provided in 88.1.2 of clause 88, Responsibilities of TAFE NSW – Union Activities;
 - 87.1.3. provide proof of identity when visiting a workplace in an official capacity, if requested to do so by management;
 - 87.1.4. assist the workplace management, where requested, in ensuring that time taken by the Union delegate is accounted for;
 - 87.1.5. distribute authorised union material on nominated notice boards.

88. Responsibilities of TAFE NSW – Union Activities

- 88.1. Where time is required for Union activities in accordance with this clause, TAFE NSW is to:
 - 88.1.1. release the accredited delegate from duty for the duration of the advised Union activity and allow for sufficient travelling time during the ordinary working hours;
 - 88.1.2. facilitate information about Union membership being available and visible to new employees on the onboarding section of the TAFE NSW intranet;
 - 88.1.3. advise the workplace delegate of the date of the next induction session for new Employees in sufficient time to enable the Union to arrange representation at the session;
 - 88.1.4. meet employee travel and/or accommodation costs incurred in respect of meetings called by TAFE NSW. Payment will be made in accordance with *Part VI - Travel and Related Allowances* of the Agreement;

- 88.1.5. where appropriate, provide relief in the position occupied by the delegate in the workplace, while the delegate is undertaking Union responsibilities;
- 88.1.6. re-credit any other leave applied for on the day to which special leave or release from duty subsequently applies;
- 88.1.7. where the Union activity provided under this clause needs to be undertaken on the Union delegate's rostered day off or during an approved period of flex leave (if applicable), apply the provisions of 4 of this clause;
- 88.1.8. verify with the Union the time spent by the Union delegate or delegates on Union business, if required;
- 88.1.9. ensure Employees appointed as Union bargaining representatives will be allowed reasonable paid time off duty as determined by TAFE NSW, to prepare for and participate in bargaining;
- 88.1.10. provide a notice board for each union on each campus in a publicly accessible area for the purpose of distribution of union materials;
- 88.1.11. ensure that any accredited union delegate released for the purposes under this clause will not break their continuity of service for any time taken for union activities;
- 88.1.12. if the time and/or the facilities allowed for Union activities are thought to be used unreasonably and/or improperly, consult with the Union before taking any remedial action.

89. Travelling and Other Costs of Union Delegates

- 89.1. Except as specified in clause 88 Responsibilities of TAFE NSW – Union Activities, all travel and other costs incurred by accredited Union delegates in the course of Union activities will be paid by the responsible Union, in accordance with clause 86.
- 89.2. An Employee released from normal duties or provided Special Leave for the purposes of Union activities under clauses 63, 112, 113 is not entitled to overtime, leave in lieu, shift penalties or additional costs for the duration of the activity.

PART VIII - LEAVE

90. Leave – General Provisions

- 90.1. The leave provisions contained in Part VIII – Leave apply to all Employees, except where specifically excluded or where varied by a local arrangement made in terms of clause 46 Local Arrangements.
- 90.2. An application by an Employee for leave under this Agreement shall be made to and dealt with by the Managing Director.
- 90.3. The Managing Director shall deal with the application for leave according to the wishes of the Employee, if the operational requirements of TAFE NSW permit this to be done.
- 90.4. An Employee must not be absent from work unless reasonable cause is shown.
- 90.5. If an Employee is to be absent from duty because of illness or other emergency, the Employee shall notify or arrange for another person to notify the supervisor as soon as possible of the Employee's absence and the reason for the absence.
- 90.6. Nothing in this clause affects any proceedings for a breach of discipline against an Employee who is absent from duty without authorised leave.
- 90.7. Unless otherwise specified, Part-time Employees employed in classifications under this Agreement will receive the leave provisions of this Agreement on a pro rata basis, calculated according to the number of hours worked per week.
- 90.8. A temporary Employee is eligible to take a period of approved leave during the current period of employment and may continue such leave during a subsequent period or periods of employment in TAFE NSW, if such period or periods of employment commence immediately on termination of a previous period or periods of employment.
- 90.9. Where paid and unpaid leave is available to be granted in terms of this Agreement, paid leave shall be taken before unpaid leave.

91. Leave for Casual Staff

- 91.1. With the exception of Clause 99 – Family and Domestic Violence Leave, Casual Employees are not entitled to any other paid or unpaid leave other than as described in this clause.
- 91.2. Casual Employees employed in classifications as set out in this Agreement will be paid a 25% loading which is inclusive of annual leave.
- 91.3. Casual Employees will be entitled to Long Service Leave in accordance with the provisions of the *Long Service Leave Act 1955* (NSW).
- 91.4. Casual Employees are entitled to unpaid parental leave. The following provisions shall also apply.
- 91.5. The Managing Director must not fail to re-engage a regular Casual Employee because:

- (a) the Employee or Employee's spouse is pregnant; or
- (b) the Employee is or has been immediately absent on parental leave.

The rights of the Managing Director in relation to engagement and re-engagement of Casual Employees are not affected, other than in accordance with this clause.

91.6. Personal Carers Entitlement

91.6.1. Casual Employees are entitled to not be available to attend work, or to leave work if they need to care for a person described at 105.6.2 of clause 105, Personal Carers Leave in this Agreement who is ill, injured, or affected by an unexpected emergency and requires care and support. This entitlement is subject to the evidentiary requirements set out below in 91.8, and the notice requirements set out in 91.8.1.

91.6.2. The Managing Director and the Casual Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Casual Employee is not entitled to any payment for the period of non-attendance.

91.7. The Managing Director must not fail to re-engage a Casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of the Managing Director to engage or not to engage a Casual Employee are otherwise not affected.

91.8. The Casual Employee shall, if required:

- (a) establish either by production of a medical certificate or statutory declaration, the illness or injury of the person concerned and that the illness or injury is such as to require care by another person, or
- (b) establish by production of documentation acceptable to the Managing Director or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.

91.8.1. The Casual Employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the Managing Director of their inability to attend for duty. If it is not reasonably practicable to inform the Managing Director during the ordinary hours of the first day or shift of such absence, the Employee will inform the Managing Director within 24 hours of the absence.

91.9. Compassionate Leave

- 91.9.1. Casual Employees are entitled to not be available to attend work, or to leave work when a person as defined at 105.6.2 of clause 105, Personal Carers Leave of this Agreement contracts, develops or sustains an illness or injury that poses a serious threat to his or her life or dies, on production of satisfactory evidence (if required by the Managing Director).
- 91.9.2. The Managing Director and the Casual Employee shall agree on the period for which the Employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The Casual Employee is not entitled to any payment for the period of non-attendance.
- 91.9.3. The Managing Director must not fail to re-engage a Casual Employee because they have accessed the entitlements provided for in this clause. The rights of the Managing Director to engage or not engage a Casual Employee are otherwise not affected.
- 91.9.4. The Casual Employee must, as soon as reasonably practicable and during the ordinary hours of the first day or shift of such absence, inform the Managing Director of their inability to attend for duty. If it is not reasonably practicable to inform the Managing Director during the ordinary hours of the first day or shift of such absence, the Employee will inform the Managing Director within 24 hours of the absence.

91.10. Community Service Leave

- 91.10.1. Casual Employees are entitled to be absent from work for the purpose of performing community service activities such as:
- (a) voluntary emergency management activities;
 - (b) jury service.
- 91.10.2. The Casual Employee is entitled to not be available to attend work:
- (a) for the period that the Employee is engaged in the eligible community service activity, including reasonable travelling time associated with the activity, and reasonable rest time immediately following the activity;
 - (b) if the absence is reasonable in all the circumstances.
- 91.10.3. A Casual Employee, who wants an absence from their employment to be covered by community service leave, must give their Employer:
- (a) notice of the absence as soon practicable
 - (b) the period or expected period of absence

The Managing Director may require a casual Employee, who has given notice of taking community service leave, to provide evidence that that they are entitled to the leave.

92.Natural Disasters, Emergencies and Transport Disruptions

- 92.1. An Employee prevented from attending work at a normal work location by a natural disaster, emergency or by a major transport disruption may:
- 92.1.1. negotiate an alternative working location with TAFE NSW; and/or
 - 92.1.2. take flex time or paid / unpaid leave available under this agreement including Family and Community Services Leave ; and/or
 - 92.1.3. Additionally, an Employee may apply to vary the working hours as provided by clause 51, Variation of Hours.
- 92.2. Where paid leave is not available or has been exhausted, Special Leave may be granted to employees impacted by Natural Disasters / Emergencies as determined by TAFE NSW, or in the event that TAFE NSW cannot provide or facilitate work due to a natural disaster or emergency.

93.Notification of Absence from Duty

- 93.1. If an Employee is to be absent from duty, other than on authorised leave, the Employee must notify the supervisor, or must arrange for the supervisor to be notified, as soon as possible, of the reason for the absence.

94.Annual Leave

Accrual

- 94.1. Except where stated otherwise in this Agreement, paid Annual Leave for permanent and temporary employees , accrues at the rate of four (4) weeks per year. Employees working part time shall accrue paid Annual Leave on a pro rata basis, which will be determined on the average weekly hours worked per leave year.
- 94.2. Additional Annual Leave accrues at the rate of 1 week per year, to an Employee:
- 94.2.1. who is stationed indefinitely in a remote area of the State, as defined in clause 5, Definitions and interpretation;
 - 94.2.2. employed as a Seven-day Shift Worker as defined in clause 5 of this Agreement.
- 94.3. Annual leave should only accumulate to a maximum of 40 working days. Employees who are Seven-day shift workers or who are required to work regularly on weekends and/or public holidays may accrue to a maximum of 50 days.

Taking Annual Leave

- 94.4. Paid annual leave can be taken for a period agreed between an employee and TAFE NSW.
- 94.5. TAFE NSW must not unreasonably refuse to agree to a request by an employee to take paid annual leave.
- 94.6. At least two (2) consecutive weeks of annual leave shall be taken by an Employee every 12 months, except by agreement with the Managing Director.
- 94.7. Should annual leave balances exceed the limits specified in 93.3 of this subclause, the Managing Director may direct staff to take annual leave within a reasonable time period and at a time convenient to TAFE NSW. Before this occurs a discussion should take place with the employee to explore if the leave can be taken at a time that is mutually agreeable.
- 94.8. An Employee must take their annual leave to reduce all balances below 8 weeks or its hourly equivalent, and TAFE NSW must cooperate in this process

Conservation of Leave

- 94.9. If the Managing Director is satisfied that an Employee is prevented by operational or personal reasons from taking sufficient annual leave to reduce the accrued leave below 40 or 50 days, the Managing Director shall:
- 94.9.1. specify in writing the period of time during which the excess shall be conserved; and
 - 94.9.2. on the expiration of the period during which conservation of leave applies, grant sufficient leave to the Employee at a mutually convenient time to enable the accrued leave to be reduced to an acceptable level below the 40 or 50 day limit.

Miscellaneous

- 94.10. Annual leave does not accrue to an Employee in respect of any period of absence from duty without leave or without pay, except as specified in 94.11 of this subclause.
- 94.11. Annual leave accrues during any period of leave without pay granted on account of incapacity for which compensation has been authorised to be paid under the *Workers' Compensation Act 1987* (NSW); or any period of personal / carer's leave without pay or any other approved leave without pay, not exceeding 1 week, or their part time equivalent, in any period of 12 months.
- 94.12. Annual leave accrues at half its normal accrual rate during periods of extended leave on half pay.
- 94.13. On cessation of employment, an Employee is entitled to be paid, the money value of accrued annual leave which remains untaken.
- 94.14. An Employee to whom 94.13 of this subclause applies may elect to take all or part of accrued annual leave which remains untaken at cessation of active duty as leave or as a lump sum payment; or as a combination of leave and lump sum payment.

- 94.15. Death - Where an Employee dies, the monetary value of annual leave accrued and remaining untaken as at the date of death shall be paid to the Employee's personal representative. Where no probate or letters of administration are produced then the monetary value of annual leave may be paid to the person who met the expenses for the funeral.
- 94.16. Annual leave can be cashed out subject to the following:
- 94.16.1. The employee must have more than four weeks of annual leave accrued; and
 - 94.16.2. After cashing out annual leave, the employee's remaining accrued entitlement cannot be less than four weeks; and
 - 94.16.3. 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 employee; and
 - 94.16.4. the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

95. Annual Leave Loading

- 95.1. An Employee is entitled to receive annual leave loading at the rate of 17½% on the monetary value of up to 4 weeks' annual leave accrued in a leave year.
- 95.2. Leave year - For the calculation of the annual leave loading, the leave year shall commence on 1 December each year and shall end on 30 November of the following year.
- 95.3. Where additional leave is accrued by an Employee:
- 95.3.1. as compensation for work performed regularly on Sundays and/or Public Holidays, the annual leave loading shall be calculated on the actual leave accrued or on 5 weeks, whichever is the lower, regardless of work location.
 - 95.3.2. if stationed in an area of the State of New South Wales which attracts a higher rate of annual leave accrual, the annual leave loading shall continue to be paid on a maximum of 4 weeks leave.
- 95.4. Payment of the annual leave loading shall be made on the annual leave accrued during the previous leave year and shall occur following the first full pay period after 1 December each year.
- 95.5. Any Employee who has not been paid the annual leave loading for the previous leave year, shall be paid such annual leave loading upon termination of their employment.

96. Community Service Leave

- 96.1. The Managing Director shall grant paid leave to an Employee, other than a Casual Employee, in accordance with clause 111 Special Leave under this Agreement, for periods when an Employee is:
- 96.1.1. performing jury service; or
 - 96.1.2. acting as an Emergency Volunteer.

97. Compassionate Leave

- 97.1. An Employee shall be entitled to up to two days paid compassionate leave on each occasion where a person described in 105.6.2 of clause 105, Personal / Carers Leave under this Agreement, contracts, develops or sustains an illness or injury that poses a serious threat to his or her life or dies.
- 97.2. The Employee must notify their Manager as soon as practicable of the intention to take compassionate leave and shall, if required by the Manager, provide to the satisfaction of the Manager proof of the relevant death, illness or injury.
- 97.3. Compassionate leave may be taken in conjunction with other leave available under this Agreement. In determining such a request the Managing Director shall give consideration to the circumstances of the Employee and the reasonable operational requirements of TAFE NSW.

98. Extended and Long Service Leave

- 98.1. Extended leave shall accrue and shall be granted to full-time Employees in accordance with the provisions of Section 22 of the *Technical and Further Education Act 1990* (NSW) and any amendments thereto.
- 98.2. Permanent and Temporary part-time Employees shall accrue and shall be granted extended leave on the same terms and conditions as full time Employees under 98.1 of this clause, except that extended leave will accrue and be granted on a proportionate basis.
- 98.3. Casual Employees shall accrue and shall be granted long service leave in accordance with the provisions of the *Long Service Leave Act 1955* (NSW) and any amendments thereto.

99. Family and Community Service Leave

- 99.1. Employees are entitled to paid Family and Community Service (FACS) leave, accrued on the following basis:
- 99.1.1. two and a half days in the Employee's first year of service;
 - 99.1.2. two and a half days in the Employee's second year of service; and
 - 99.1.3. one day per year thereafter.

- 99.2. The Managing Director shall grant any requested FACS leave for reasons relating to unplanned and emergency family responsibilities or other emergencies as described in 99.3. The Managing Director may also grant leave for the purposes in 99.5.
- 99.3. Such unplanned and emergency situations may include, but not be limited to, the following:-
- 99.3.1. compassionate grounds - such as the death or illness of a close member of the family or a member of the Employee's household;
 - 99.3.2. emergency accommodation matters up to one day, such as attendance at court as defendant in an eviction action, arranging accommodation, or when required to remove furniture and effects;
 - 99.3.3. emergency or weather conditions - such as when flood, fire, snow or disruption to utility services etc, threatens an Employee's property and/or prevents an Employee from reporting for duty;
 - 99.3.4. attending to unplanned or unforeseen family responsibilities, such as attending child's school for an emergency reason or emergency cancellations by child care providers;
 - 99.3.5. required attendance at court by an Employee.
- 99.4. Non-emergency appointments or duties shall be scheduled or performed outside of normal working hours or through approved use of flexible working arrangements where applicable or other appropriate leave.
- 99.5. Family and community service leave may also be granted for:
- 99.5.1. An absence during normal working hours to attend meetings, conferences or to perform other duties, for Employees holding unpaid (excluding allowances or stipends) office in Local Government, and whose duties necessitate absence during normal working hours for these purposes.
 - 99.5.2. Attendance at Indigenous cultural or ceremonial obligations for Aboriginal or Torres Strait Islander employees.
 - 99.5.3. Attendance as a competitor in major amateur sport (other than Olympic or Commonwealth Games) for Employees who are selected to represent Australia or the State.
- 99.6. The definition of "family" or "relative" in this clause is the same as that provided in clause 105, Personal / Carer's Leave in this Agreement.
- 99.7. FACS leave is available for a range of family and community service responsibilities and is provided in addition to the entitlements to Personal / Carer's Leave at clause 105 and special leave at clause 111.

100. Family and Domestic Violence Leave

- 100.1. Family and Domestic Violence is defined in clause 5 Definitions and Interpretation, of this Agreement.

- 100.2. All TAFE NSW employees are entitled to access 20 days of paid Family and Domestic Violence Leave per calendar year.
- 100.3. Leave under this clause is able to taken in part-days, single days, or consecutive days. Such leave is non-cumulative and does not accrue year to year.
- 100.4. Leave under this clause is available for employees to deal with the impact of family and domestic violence for purposes including but not limited to:
- 100.4.1. Seeking safe accommodation;
 - 100.4.2. Attending medical, legal, police or counselling appointments relating to their experience of family and domestic violence;
 - 100.4.3. Attending court and other legal proceedings relating to their experience of family and domestic violence;
 - 100.4.4. Organising alternative care or education arrangements for their children;
 - 100.4.5. Other related purposes approved by the Chief People Officer;
 - 100.4.6. Reasonable recovery periods.
- 100.5. In addition, Employees can choose to access entitlements provided for in clause 99, Family and Community Service Leave, clause 105, Personal / Carer's Leave, in this Agreement when:
- 100.5.1. experiencing family and domestic violence; and/or
 - 100.5.2. providing care and support to a member of their family or household experiencing family and domestic violence.
- 100.6. When approving leave, TAFE NSW may request supporting documentation such as:
- 100.6.1. A medical certificate or statutory declaration;
 - 100.6.2. An agreed document issued by NSW Police, a court, a domestic violence support service or a legal professional; or
 - 100.6.3. A provisional, interim or final Apprehended Violence Order (AVO), certificate of conviction or family law injunction.
- 100.7. TAFE NSW will use discretion when assessing whether evidence, or what type of evidence, is required to satisfy them that family and domestic violence has occurred and will only require evidence in exceptional circumstances.
- 100.8. Personal information concerning family and domestic violence must be kept confidential by TAFE NSW at all times.
- 100.9. The Managing Director may facilitate individual support measures to support the employee experiencing domestic violence including:
- 100.9.1. Flexible working arrangements, for example changes to working hours and/or shift patterns;
 - 100.9.2. Changes to work location within TAFE NSW where a suitable alternative is able to be identified;
 - 100.9.3. Changes to the employee's telephone number or email address; or

- 100.9.4. Any other appropriate measures including those available under existing measures for family friendly and flexible working arrangements. Such alternatives may be agreed to on a temporary or permanent basis, on a case by case basis.

101. Military Leave

- 101.1. During the period of 12 months commencing on 1 July each year, the Managing Director may grant to an Employee who is a volunteer part-time member of the Defence Forces, military leave on full pay to undertake compulsory annual training and to attend schools, classes or courses of instruction conducted by the Employee's unit.
- 101.2. Up to 26 working days military leave per financial year may be granted by the Managing Director to members of the Naval Reserve, up to 28 working days per financial year to members of the Army Reserve and up to 32 working days per year for members of the Air Force Reserve for the activities specified in 101.1 above, of this clause.
- 101.3. Employees are eligible for an additional single period of up to four days of paid military leave per military leave year, where they require leave in excess of the above entitlement.
- 101.4. For leave in excess of the entitlements under 101.2 and 101.3 of this clause Employees will receive top up pay. Top up pay is the difference between their Reservist pay and what they would have received ordinarily if they were at work. During periods of top up pay the Employee's superannuation will be maintained and personal / carer, annual and extended leave entitlements will accrue.
- 101.5. At the expiration of military leave, the Employee shall furnish to the Managing Director a certificate of attendance signed by the commanding officer or other responsible officer.

102. Observance of Essential Religious and Cultural Obligations

- 102.1. An Employee of:
- 102.1.1. any religious faith who seeks leave for the purpose of observing essential religious obligations of that faith; or
 - 102.1.2. any ethnic or cultural background who seeks leave for the purpose of observing any essential cultural obligations, may be granted annual/extended leave to credit, flex leave or leave without pay to do so.
- 102.2. Provided adequate notice as to the need for leave is given by the Employee to TAFE NSW and it is operationally convenient to release the Employee from duty, the Managing Director must grant the leave applied for by the Employee in terms of this clause.

- 102.3. An Employee of any religious faith who seeks time off during daily working hours to attend to essential religious obligations of that faith, shall be granted such time off by the Managing Director, subject to:
- 102.3.1. adequate notice being given by the Employee;
 - 102.3.2. prior approval being obtained by the Employee; and
 - 102.3.3. the time off being made up in the manner approved by the Managing Director.
- 102.4. Notwithstanding the provisions of 102.1, 102.2 and 102.3 of this clause, arrangements may be negotiated between TAFE NSW and the Union in terms of clause 46, Local Arrangements to provide greater flexibility for Employees employed in classifications under that Part for the observance of essential religious or cultural obligations.

103. Leave Without Pay

- 103.1. The Managing Director may grant leave without pay to an Employee if good and sufficient reason is shown.
- 103.2. Leave without pay may be granted on a full-time or a part-time basis.
- 103.3. Where an Employee is granted leave without pay for a period not exceeding 10 consecutive working days, the Employee shall be paid for any proclaimed public holidays falling during such leave without pay.
- 103.4. Where an Employee is granted leave without pay which, when aggregated, does not exceed 5 working days in a period of twelve (12) months, such leave shall count as service for incremental progression and accrual of annual leave.
- 103.5. An Employee who has been granted leave without pay shall not engage in private employment of any kind during the period of leave without pay, unless prior approval has been obtained from the Managing Director.
- 103.6. An Employee shall not be required to exhaust accrued paid leave before proceeding on leave without pay but, if the Employee elects to combine all or part of accrued paid leave with leave without pay, the paid leave shall be taken before leave without pay.
- 103.7. No paid leave shall be granted during a period of leave without pay.
- 103.8. A permanent appointment may be made to the Employee's position if:
- 103.8.1. the leave without pay has continued or is likely to continue beyond the original period of approval and is for a total period of more than 12 months; and
 - 103.8.2. the Employee is advised of TAFE NSW's proposal to permanently backfill their position; and
 - 103.8.3. the Employee is given a reasonable opportunity to end the leave without pay and return to their position; and

- 103.8.4. TAFE NSW advised the Employee at the time of the subsequent approval that the position will be filled on a permanent basis during the period of leave without pay.
- 103.9. The position cannot be filled permanently unless the above criteria are satisfied.
- 103.10. The Employee does not cease to be employed by TAFE NSW if their position is permanently backfilled.
- Note - 103.8 above does not apply to full-time unpaid parental leave granted in accordance with clauses 104 - Parental Leave or 101 - Military leave granted under this Agreement.
- 103.11. Working with international organisations
The Managing Director may grant leave without pay and approval to take temporary employment with international organisations such as the United Nations organisations and Australian aid organisations. Such approval would be on the same basis and subject to the same conditions as leave without pay for other purposes. Leave without pay granted for this purpose may be regarded as service for the purposes of extended leave if considered appropriate by the Department Head, irrespective of the duration of the leave or the length of service completed prior to proceeding on such leave.

104. Parental Leave

- 104.1. 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.
- 104.2. 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).
- 104.3. Parental leave is leave where the employee has or will have responsibility for the care of a child and is associated with either:
- 104.3.1. the birth of a child of the employee, the employee's partner or through an employee's legal surrogacy agreement;
 - 104.3.2. the placement of a child under 18 with a view to adoption by the employee or the employee's partner;
 - 104.3.3. the placement of a child under 18 in permanent out-of-home care with the employee or the employee's partner.
- 104.4. 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.

104.5. 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.
	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.
	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.
Casual employees	Unpaid parental leave	12 months unpaid parental leave.
	Unpaid special adoption leave	2 days of unpaid leave to attend appointments required for an adoption related process.

Bonus Paid Parental Leave

104.6. 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.

Paid leave in the event of a miscarriage

104.7. 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

104.8. 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

- 104.9. 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.

Paid special fertility treatment leave

- 104.10. 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

- 104.11. 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.
- 104.12. An Employee may elect to take available annual leave at half pay in conjunction with parental leave subject to:
- 104.12.1. accrued annual leave at the date leave commences is exhausted within the period of parental leave;
 - 104.12.2. the total period of parental leave, is not extended by the taking of annual leave at half pay; and
 - 104.12.3. 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

- 104.13. After a period of parental leave, employees are entitled to return to:
- 104.13.1. the same position they held immediately before the start of the leave; or
 - 104.13.2. 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.
- 104.14. 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

- 104.15. 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:
- 104.15.1. that they intend to take parental leave, and
 - 104.15.2. the expected date of birth or the expected date of placement, and
 - 104.15.3. if they are likely to make a request to extend the period of parental leave beyond 12 months.

105. Personal / Carer's Leave

Accrual

- 105.1. At the commencement of employment with TAFE NSW, a full-time Employee is granted an accrual of 5 days personal / carer's leave.
- 105.2. After the first four months of employment, the Employee shall accrue personal / carer's leave at the rate of 15 working days per annum.
- 105.3. New appointees with an accrued personal / carer's leave or sick leave balance from previous employment in a NSW public sector service (including TAFE NSW) which is continuous with current employment with TAFE NSW are entitled to have that balance transferred to their current employment in accordance with the *Government Sector Employment Act 2013 (NSW)*.
- 105.4. New appointees with an accrued personal / carer's leave or sick leave balance from previous employment with TAFE NSW which is not continuous with current employment with TAFE NSW are entitled to have that balance transferred to their current employment provided that personal / carer's or sick leave records are available.
- 105.5. Personal / carer's leave without pay shall count as service for the accrual of annual leave and paid personal / carer's leave. In all other respects personal / carer's leave without pay shall be treated in the same manner as leave without pay.

Taking Personal / Carer's Leave

- 105.6. An employee may take paid personal / carer's leave if the leave is taken:
- 105.6.1. because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
 - 105.6.2. to 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 of:
 - a) a personal illness, or personal injury, affecting the member; or
 - b) an unexpected emergency affecting the member.
- 105.7. The reference to immediate family in sub clause 105.6.2 includes:
- 105.7.1. a spouse of the Employee; or

- 105.7.2. a De Facto Partner of the Employee; or
 - 105.7.3. a child (including an adopted child, a stepchild, a foster child or an ex nuptial child), parent (including a foster parent and legal guardian), a person who the Employee is a legal guardian of, grandparent, grandchild or sibling of the Employee.
- 105.8. Paid personal / carer's leave is subject to the Employee:
- 105.8.1. Informing their manager as soon as reasonably practicable that they are unable to perform duty because of the reasons outlined in subclause 105.6; and
 - 105.8.2. Where the leave is taken because of a personal illness or injury under sub clause 105.6.1, providing evidence of illness as soon as practicable if required by clause 108, Requirements for Evidence of Illness; or
 - 105.8.3. Where the leave is taken to provide care or support for another person under 105.7.2, the Employee may be required to provide evidence in the form of either a medical certificate or statutory declaration. The choice of medical certificate or statutory declaration is the Employee'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 Employee.
- 105.9. Paid Personal / Carer's Leave shall not be granted during a period of unpaid leave.
- 105.10. An Employee is entitled to two days of unpaid carers leave for each occasion when the Employee is responsible for the care and support of a person defined in clause 105.7.2 because of an illness, injury or unexpected emergency. An Employee cannot take unpaid Personal / Carer's Leave if the Employee could instead take paid Personal / Carer's Leave.

106. Public Holidays and Union Picnic Days

- 106.1. Unless directed to attend for duty by the Managing Director, an Employee is entitled to be absent from duty on a day designated as a public holiday without loss of pay on any day which is:
- 106.1.1. a public holiday throughout the State, including New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, King's Birthday, Labour Day, Christmas Day, and Boxing Day; or
 - 106.1.2. a local public holiday in that part of the State at or from which the Employee performs duty; or
 - 106.1.3. a day between Boxing Day and New Year's Day determined by the Managing Director as a public service holiday.

107. Purchased Leave

- 107.1. An Employee may apply to enter into an agreement with TAFE NSW to purchase either 10 days (2 weeks) or 20 days (4 weeks) additional leave in a 12 month period.
- 107.1.1. Each application will be considered subject to operational requirements and personal needs and will take into account TAFE NSW business needs and work demands.
 - 107.1.2. The leave must be taken in the 12 month period specified in the Purchased Leave Agreement and will not attract any leave loading.
 - 107.1.3. The leave will count as service for all purposes.
- 107.2. The purchased leave will be funded through the reduction in the Employee's ordinary rate of pay.
- 107.2.1. Purchased leave rate of pay means the rate of pay an Employee receives when their ordinary salary rate has been reduced to cover the cost of purchased leave.
 - 107.2.2. To calculate the purchased leave rate of pay, the Employee's ordinary salary rate will be reduced by the number of weeks of purchased leave and then annualised at a pro rata rate over the 12 month period.
- 107.3. Purchased leave is subject to the following provisions:
- 107.3.1. The purchased leave cannot be accrued and will be refunded where it has not been taken in the 12 month period.
 - 107.3.2. Other leave taken during the 12 month purchased leave agreement period i.e. personal / carer's leave, annual leave, extended leave or leave in lieu will be paid at the purchased leave rate of pay.
 - 107.3.3. Personal / Carer's Leave cannot be taken during a period of purchased leave.
 - 107.3.4. The purchased leave rate of pay will be the salary for all purposes including superannuation and shift loadings.
 - 107.3.5. Overtime and salary related allowances not paid during periods of annual leave will be calculated using the Employee's hourly rate based on the ordinary rate of pay.
 - 107.3.6. Higher Duties Allowance will not be paid when a period of purchased leave is taken.
- 107.4. Specific conditions governing purchased leave may be amended from time to time, in consultation with Unions. TAFE NSW may make adjustments relating to its salary administration arrangements.

108. Requirements for Evidence of Illness

- 108.1. An Employee absent from duty for more than 2 consecutive working days because of illness must provide evidence of illness to the Managing Director in respect of the absence.
- 108.2. The reference in this clause to evidence of illness shall mean a medical certificate, statutory declaration or other forms of evidence that would satisfy a reasonable person that an Employee had a genuine illness.
- 108.3. The medical certificate would most commonly be from a registered medical practitioner however a certificate issued by other health practitioners may cover absences of up to 5 days where special circumstances are indicated in the certificate. In any case, absences in excess of 5 days shall be supported by a certificate from a medical practitioner.
- 108.3.1. In accordance with the *Health Practitioner Regulation National Law (NSW)*, a health practitioner means an individual who practices the following professions or speciality it contains:
- Chiropractic;
 - Dental (including the profession of a dentist, dental therapist, dental hygienist, dental prosthetist and oral health therapist);
 - Medical;
 - Nursing and midwifery;
 - Optometry;
 - Osteopathy;
 - Pharmacy;
 - Physiotherapy;
 - Podiatry;
 - Psychology;
 - Aboriginal and Torres Strait Islander health practice;
 - Chinese medicine;
 - Medical radiation practice;
 - Occupational therapy.
- 108.4. Where an employee is having difficulty obtaining a medical certificate as evidence of illness and or injury for more than 2 consecutive working days, they can provide a statutory declaration to TAFE NSW.

- 108.5. In addition to the requirements under 108.1, an Employee may absent themselves for a total of 5 working days per calendar year due to illness without the provision of evidence of illness to the Managing Director. Employees who absent themselves in excess of 5 working days in a calendar year may be required to provide evidence of illness to the Managing Director for each additional occasion absent for the balance of the calendar year.
- 108.6. As a general practice backdated medical certificates will not be accepted. However, if an Employee provides evidence of illness that only covers the latter part of the absence, they can be granted personal / carer's leave for the whole period if the Managing Director is satisfied that the reason for the absence is genuine.
- 108.7. If an Employee who is absent on annual leave or extended leave, provides to the Managing Director satisfactory evidence of illness in respect of an illness which occurred during the leave, the Managing Director may, subject to the provisions of this clause, grant personal / carer's leave to the Employee as follows:
- 108.7.1. In respect of annual leave, the period set out in the evidence of illness; or
 - 108.7.2. In respect of extended leave, the period set out in the evidence of illness if such period is 5 working days or more.
- 108.8. Subclause 108.7 of this clause applies to all Employees other than those on leave prior to resignation or termination of services, unless the resignation or termination of services amounts to a retirement.

109. Workers Compensation

- 109.1. The Managing Director shall advise each Employee of the rights under the *Workers Compensation Act 1987* (NSW), as amended from time to time, and shall give such assistance and advice, as necessary, in the lodging of any claim.
- 109.2. An Employee who is or becomes unable to attend for duty or to continue on duty in circumstances which may give the Employee a right to claim compensation under the *Workers Compensation Act 1987* (NSW), shall be required to lodge a claim for any such compensation.
- 109.3. Where, due to the illness or injury, the Employee is unable to lodge such a claim in person, the Managing Director shall assist the Employee or the representative of the Employee, as required, to lodge a claim for any such compensation.
- 109.4. The Managing Director will ensure that, once received by TAFE NSW, an Employee's workers compensation claim is lodged by TAFE NSW with the workers' compensation insurer within the statutory period prescribed in the *Workers Compensation Act 1987* (NSW).
- 109.5. Pending the determination of that claim and on production of an acceptable medical certificate, the Managing Director shall grant personal / carer's leave on full pay for which the Employee is eligible followed, if necessary, by personal / carer's leave without pay or, at the Employee's election by accrued annual leave or extended leave.

- 109.6. If liability for the workers compensation claim is accepted, then an equivalent period of any personal / carer's leave taken by the Employee pending acceptance of the claim shall be restored to the credit of the Employee.
- 109.7. If an Employee notifies the appropriate Managing Director that he or she does not intend to make a claim for any such compensation, the Managing Director shall consider the reasons for the Employee's decision and shall determine whether, in the circumstances, it is appropriate to grant personal / carer's leave in respect of any such absence.
- 109.8. An Employee may be required to submit to a medical examination under the *Workers Compensation Act 1987* (NSW) in relation to a claim for compensation under that Act. If an Employee refuses to submit to a medical examination without an acceptable reason, the Employee shall not be granted available personal / carer's leave on full pay until the examination has occurred and a medical certificate is issued indicating that the Employee is not fit to resume employment.
- 109.9. If the Managing Director provides the Employee with employment which meets the terms and conditions specified in the medical certificate issued under the *Workers Compensation Act 1987* (NSW) and the *Workplace Injury Management and Workers Compensation Act 1998* (NSW) and, without good reason, the Employee fails, to resume or perform such duties, the Employee shall be ineligible for all payments in accordance with this clause from the date of the refusal or failure.
- 109.10. Nothing in this clause prevents an Employee from appealing a decision or taking action under other legislation made in respect of:
- (a) the Employee's claim for workers compensation;
 - (b) the conduct of an independent medical examination company;
 - (c) a medical certificate issued by an independent medical practitioner; or
 - (d) action taken by the Managing Director either under the *Workers Compensation Act 1987* (NSW) or any other relevant legislation to a claim for workers' compensation, medical examination or medical certificate.

110. Claims Other Than Workers Compensation

- 110.1. If the circumstances of any injury to or illness of an Employee give rise to a claim for damages or to compensation, other than compensation under the *Workers Compensation Act 1987* (NSW), personal / carer's leave on full pay will be granted to the Employee on the basis that:
- 110.1.1. if such a claim is made and it includes a claim for the value of any period of paid personal / carer's leave granted by TAFE NSW to the Employee; and
 - 110.1.2. in the event that the Employee receives or recovers damages or compensation pursuant to that claim for loss of salary or wages during any such period of personal / carer's leave, the Managing Director will seek to have the Employee repay to TAFE NSW the monetary value of any such period of personal / carer's leave.

- 110.2. On repayment to TAFE NSW of the monetary value of personal / carer's leave granted to the Employee, personal / carer's leave equivalent to that repayment and calculated at the Employee's ordinary rate of pay, shall be restored to the credit of the Employee.

111. Special Leave

111.1. Special Leave - Jury Service

- 111.1.1. An Employee shall, as soon as possible, notify the Managing Director of the details of any jury summons served on the Employee.
- 111.1.2. An Employee who, during any period when required to be on duty, attends a court in answer to a jury summons shall, upon return to duty after discharge from jury service, furnish to the Managing Director a certificate of attendance issued by the Sheriff or by the Registrar of the court giving particulars of attendances by the Employee during any such period and the details of any payment or payments made to the Employee under section 72 of the *Jury Act 1977* (NSW) in respect of any such period.
- 111.1.3. When a certificate of attendance on jury service is received in respect of any period during which an Employee was required to be on duty, the Managing Director shall grant, in respect of any such period for which the Employee has been paid out-of-pocket expenses only, special leave on full pay. In any other case, the Managing Director shall grant, at the sole election of the Employee, available annual leave on full pay, flex leave (if applicable) or leave without pay.

111.2. Special Leave - Emergency Volunteers

- 111.2.1. The Managing Director may grant Special Leave to an Employee employed under this Agreement in accordance with the TAFE NSW Policy - Special Leave, for periods when an Employee is acting as an Emergency Volunteer

111.3. Witness at Court - Official Capacity - When an Employee is subpoenaed or called as a witness in an official capacity, the Employee shall be regarded as being on duty. Salary and any expenses properly and reasonably incurred by the Employee in connection with the Employee's appearance at Court as a witness in an official capacity shall be paid by TAFE NSW.

111.4. Witness at Court - Other than in Official Capacity - Crown Witness - An Employee who is subpoenaed or called as a witness by the Crown (whether in right of the Commonwealth or in right of any State or Territory of the Commonwealth) shall:

- 111.4.1. be granted, for the whole of the period necessary to attend as such a witness, special leave on full pay; and

- 111.4.2. pay into the Treasury of the State of New South Wales all money paid to the Employee under or in respect of any such subpoena or call other than any such money so paid in respect of reimbursement of necessary expenses properly incurred in answer to that subpoena or call.
- 111.4.3. Union Witness - an Employee called by the Union to give evidence before an Industrial Tribunal or in another jurisdiction, shall be granted special leave by TAFE NSW for the required period.
- 111.5. Called as a witness in a private capacity - An Employee who is subpoenaed or called as a witness in a private capacity shall, for the whole of the period necessary to attend as such a witness, be granted at the Employee's election, available annual leave on full pay or leave without pay.
- 111.6. Special Leave – Examinations
- 111.6.1. Special leave on full pay up to a maximum of 5 days in any one year shall be granted to Employees for the purpose of attending at any examination approved by the Managing Director.
- 111.6.2. Special leave granted to attend examinations shall include leave for any necessary travel to or from the place at which the examination is held.
- 111.7. Special Leave - Union Activities - Special leave on full pay may be granted to Employees who are accredited Union delegates to undertake Union activities as provided for in clause 112, Union Activities Regarded as Special Leave under this Agreement.
- 111.8. Return Home When Temporarily Living Away from Home - Sufficient special leave shall be granted to an Employee who is temporarily living away from home as a result of work requirements. Such Employee shall be granted sufficient special leave once a month before or after a weekend or a long weekend or, in the case of a shift worker before or after rostered days off to return home to spend two days and two nights with the family. If the Employee wishes to return home more often, such Employee may be granted annual leave, extended leave or flex leave to credit (if applicable) or leave without pay, if the operational requirements allow.
- 111.9. Return Home When Transferred to New Location - Special leave shall be granted to an Employee who has moved to the new location ahead of dependants, to visit such dependants, on the same terms and conditions that are set out in Schedule C – Transferred Employees Compensation.
- 111.10. An Employee who identifies as Aboriginal or as a Torres Strait Islander may be granted up to one day's special leave per year to enable the Employee to participate in the National Aborigines and Islanders Day Observance (NAIDOC) Commemoration Celebrations.
- 111.11. Special Leave - Other Purposes - Special leave on full pay may be granted for other purposes as the Managing Director determines.

112. Union Activities Regarded as Special Leave

- 112.1. The granting of special leave with pay will apply to the following activities undertaken by a Union delegate, as specified below:
- 112.1.1. annual or biennial conferences of the Union;
 - 112.1.2. meetings of the Union's Executive, Committee of Management or Councils;
 - 112.1.3. annual conference of Unions NSW and the Barrier Industrial Council, and the biennial Congress of the Australian Council of Trade Unions;
 - 112.1.4. attending meetings called by the Unions NSW involving the Union which requires attendance of a delegate;
 - 112.1.5. giving evidence before an Industrial Tribunal as a witness for the Union;
 - 112.1.6. reasonable travelling time to and from conferences or meetings to which the provisions of clauses 63, 112, and 113 apply.

113. Union Training Courses

- 113.1. The following training courses will attract the grant of special leave as specified below:
- 113.1.1. accredited Work Health and Safety (WHS) courses and any other accredited WHS training for WHS Committee members. The provider(s) of accredited WHS training courses and the conditions on which special leave for such courses will be granted, shall be negotiated between the Managing Director and an Employee's Union under a local arrangement pursuant to clause 46, Local Arrangements;
 - 113.1.2. courses organised and conducted by the Australian Council of Trade Unions (ACTU) or by the Employee's Union or a training provider nominated by the Employee's Union. A maximum of 12 working days in any period of two years applies to this training and is subject to:
 - (a) the operating requirements of the workplace permitting the grant of leave and the absence not requiring employment of relief staff;
 - (b) payment being at the base rate, i.e. excluding extraneous payments such as shift allowances/penalty rates, overtime, etc.;
 - (c) all travelling and associated expenses being met by the Employee or the Employee's Union;
 - (d) attendance being confirmed in writing by the Union or a nominated training provider.

114. Study Leave, Assistance and Time

- 114.1. The Managing Director shall have the power to grant or refuse study time.
- 114.2. Where the Managing Director approves the grant of study time, the grant shall be subject to:
- 114.2.1. the course being a course relevant to TAFE NSW;
 - 114.2.2. the time being taken at the convenience of TAFE NSW; and
 - 114.2.3. paid study time not exceeding a maximum of 4 hours per week.
- 114.3. Study time may be granted to permanent Employees and full-time temporary Employees. Permanent Part-time Employees shall have a part time entitlement to study time.
- 114.4. Study time may be used for:
- 114.4.1. attending compulsory lectures, tutorials, residential schools, field days etc., where these are held during working hours; and/or
 - 114.4.2. necessary travel during working hours to attend lectures, tutorials etc., held during or outside working hours; and/or
 - 114.4.3. private study; and/or
 - 114.4.4. accumulation, subject to the conditions specified in subclauses 114.6 to 114.7 of this clause.
- 114.5. Employees requiring study time must nominate the type(s) of study time preferred at the time of application and prior to the proposed commencement of the academic period. The types of study time are as follows:
- 114.5.1. Face-to-Face - Employees may elect to take weekly and/or accrued study time, subject to the provisions for its grant.
 - 114.5.2. Correspondence - Employees may elect to take weekly and/or accrued study time, or time off to attend compulsory residential schools.
 - 114.5.3. Accumulation - Employees may choose to accumulate part or all of their study time as provided in subclauses 114.6 to 114.10 of this clause.
- 114.6. Accumulated study time may be taken in any manner or at any time, subject to operational requirements of TAFE NSW.
- 114.7. Employees on rotating shifts may accumulate study time so that they can take leave for a full shift, where this would be more convenient to both the Employee and TAFE NSW.
- 114.8. Where at the commencement of an academic year/semester an Employee elects to accrue study time and that Employee has consequently foregone the opportunity of taking weekly study time, the accrued period of time off must be granted even if changed work circumstances mean absence from duty would be inconvenient.

- 114.9. Employees attempting courses which provide for annual examinations, may vary the election as to accrual, made at the commencement of an academic year, effective from 1st July in that year.
- 114.10. Where an Employee is employed after the commencement of the academic year, weekly study time may be granted with the option of electing to accrue study time from 1st July in the year of entry on duty or from the next academic year, whichever is the sooner.
- 114.11. Employees studying in semester based courses may vary their election as to accrual or otherwise from semester to semester.
- 114.12. Correspondence Courses - Study time for Employees studying by correspondence accrues on the basis of half an hour for each hour of lecture/tutorial attendance involved in the corresponding face-to-face course, up to a maximum grant of 4 hours per week. Where there is no corresponding face-to-face course, the training institution should be asked to indicate what the attendance requirements would be if such a course existed.
- 114.13. Correspondence students may elect to take weekly study time and/or may accrue study time and take such accrued time when required to attend compulsory residential schools.
- 114.14. Repeated subjects - Study time shall not be granted for repeated subjects unless evidence can be provided that failure to successfully complete the subject at first attempt was caused by circumstances outside the Employee's control.
- 114.15. Expendable grant - Study time if not taken at the nominated time shall be forfeited. If the inability to take study time occurs as a result of a genuine emergency at work, study time for that week may be granted on another day during the same week.
- 114.16. Examination Leave - Examination leave shall be granted as special leave for all courses of study approved in accordance with this clause.
- 114.17. The period granted as examination leave shall include:
- 114.17.1. time actually involved in the examination;
 - 114.17.2. necessary travelling time, in addition to examination leave, but is limited to a maximum of 5 days in any one year. Examination leave is not available where an examination is conducted within the normal class timetable during the term/semester and study time has been granted to the Employee.
- 114.18. The examination leave shall be granted for deferred examinations and in respect of repeat studies.
- 114.19. Study Leave - Study leave for full-time study is granted to assist those Employees who win scholarships/fellowships/awards or who wish to undertake full-time study and/or study tours. Study leave may be granted for studies at any level, including undergraduate study.
- 114.20. All permanent full-time and part-time and full-time temporary Employees are eligible to apply and no prior service requirements are necessary.

- 114.21. Study leave shall be granted without pay, except where the Managing Director approves financial assistance. The extent of financial assistance to be provided shall be determined by the Managing Director according to the relevance of the study to the workplace and may be granted up to the amount equal to full salary.
- 114.22. Where financial assistance is approved by the Managing Director for all or part of the study leave period, the period shall count as service for all purposes in the same proportion as the quantum of financial assistance bears to full salary of the Employee.
- 114.23. Scholarships for Part-Time Study - In addition to the study time/study leave provisions under this clause, TAFE NSW may choose to identify courses or educational programmes of particular relevance or value and establish a TAFE NSW scholarship to encourage participation in these courses or programmes. The conditions under which such scholarships are provided should be consistent with the provisions of this clause.

SCHEDULE A – RATES OF PAY

1. Contemporary Classification Structure

From the FFPP on
or after 18
September 2023.

(\$ per annum)

TAFE Worker Level 1

Salary Step 1	\$47,969
Salary Step 2	\$49,199
Salary Step 3	\$50,463

TAFE Worker Level 2

Salary Step 1	\$51,724
Salary Step 2	\$53,018
Salary Step 3	\$54,342
Salary Step 4	\$55,702
Salary Step 5	\$57,094
Salary Step 6	\$58,522
Salary Step 7	\$59,985
Salary Step 8	\$61,486
Salary Step 9	\$63,022
Salary Step 10	\$64,596

TAFE Worker Level 3

Salary Step 1	\$66,212
Salary Step 2	\$67,866
Salary Step 3	\$69,562
Salary Step 4	\$71,302
Salary Step 5	\$73,085

TAFE Worker Level 4

Salary Step 1	\$74,912
Salary Step 2	\$76,786
Salary Step 3	\$78,705
Salary Step 4	\$80,673
Salary Step 5	\$82,688

TAFE Worker Level 5

Salary Step 1	\$84,756
Salary Step 2	\$86,876
Salary Step 3	\$89,047

TAFE Worker Level 6

Salary Step 1	\$91,272
Salary Step 2	\$93,555
Salary Step 3	\$95,894

Salary Step 4	\$98,291
TAFE Worker Level 7	
Salary Step 1	\$100,748
Salary Step 2	\$103,267
Salary Step 3	\$105,849
TAFE Worker Level 8	
Salary Step 1	\$108,494
Salary Step 2	\$111,207
Salary Step 3	\$113,987
Salary Step 4	\$116,838
TAFE Worker Level 9	
Salary Step 1	\$119,757
Salary Step 2	\$122,753
Salary Step 3	\$125,821
Salary Step 4	\$128,967
Salary Step 5	\$132,188

2. Rates for casual only classifications

2.1. Artists' Models

Classification	Casual Hourly Rate
	From FFPP on or after 18 September 2023
	(\$)
Artist Model Draped	39.22
Artist Model Undraped	41.44

2.2 Disability Classroom Support (Non-Teaching)

	From FFPP on or after 18 September 2023
	(\$)
Sign Language Interpreter (ph)	71.58
Disability Assistant (ph) (Notetaker / Reader / Writer)	47.89
Disability Assistant (ph) (Personal / Mobility)	36.96

2.3 Examination Supervisors

Examination Supervisor	From FFPP on or after 18 September 2023 (\$)
Grade 1	31.94
Grade 2	34.20
Grade 3	39.50

3 Library Employees

3.1 Library Assistant

Library Assistant	From FFPP on or after 18 September 2023 (\$)
Year 1	54,881
Year 2	58,240
Year 3	61,891
Year 4	66,506
Year 5	68,961

3.2 Library Technician

Library Technician	From FFPP on or after 18 September 2023 (\$)
Grade 1	
Year 1	70,168
Year 2	74,245
Year 3	78,442
Year 4	83,330
Grade 2	
Year 1	92,600
Year 2	95,519
Year 3	99,264
Year 4	104,196

3.3 Librarian

Librarian	From FFPP on or after 18 September 2023 (\$)
Grade 1 ¹	
Year 1	70,168
Year 2	74,245
Year 3	78,442
Year 4	83,330
Year 5	87,514
Year 6	91,675
Grade 2	
Year 1	95,519
Year 2	99,264
Year 3	104,196
Year 4	108,378
Grade 3	
Year 1	114,079
Year 2	117,602
Year 3	122,221
Year 4	127,105
Grade 4	
Year 1	130,911
Year 2	134,762
Year 3	138,743
Year 4	143,064
Grade 5	
Year 1	147,103

¹ An Employee appointed as a Librarian Grade 1 who has a qualification acceptable for appointment that required three years full-time study (or equivalent for part-time) shall have a commencing salary of not less than the rate prescribed for the first year of service as set out in the Monetary Rates table of this Schedule.

An Employee appointed as a Librarian Grade 1 who has a qualification acceptable for appointment that required a minimum of four years full-time study (or equivalent for part-time) shall have a commencing salary of not less than the rate prescribed for the second year of service as set out in this Schedule.

Year 2	152,033
Year 3	156,922
Year 4	162,247

4 Early Childhood Educators

4.1 Childcare Assistant (formerly Child Care Worker)

Level	Step	From FFPP on or after 18 September 2023 (\$)
Child Care Assistant (CCW)	1	953.66
	2	961.63
	3	969.02
	4	976.87
	5	986.21

4.2 Advanced Childcare Worker

Level	Step	From FFPP on or after 18 September 2023 (\$)
Advanced Child Care Worker (ACCW)	1	995.54
	2	1,016.13
	3	1,048.46

4.3 Early Childhood Officer (formerly Advanced Childcare Worker Qualified)

Level	Step	From FFPP on or after 18 September 2023 (\$)
Early Childhood Officer (ACCWQ)	2	1,174.56
	3	1,231.34
	4	1,292.68

5 Legacy Grades

5.1 Clerk Grade 11/12

Clerk (Graded)	From FFPP on or after 18 September 2022 (\$)
Grade 11 - 1st year	138,743
Thereafter	144,624
Grade 12 - 1st year	153,683
Thereafter	160,455

SCHEDULE B - ALLOWANCES

1. Salary Related Allowances

- 1.1 The allowances under this schedule are adjusted by the same amount as the salary increases provided for in clause 26 of this Agreement.

Item	Allowance	From FFPP on or after 18 September 2023 (\$)
1.	Community Language Allowance (per annum)	
	Base Level	1,569
	Higher Level	2,358
2	First Aid Allowance (per annum)	
	Holders of basic qualifications	1,011
	Holders of current occupational first aid certificate	1,518
3	On-Call Allowance (\$ per hour)	1.09
4	Certified Supervisor Allowance – \$ per week	45.54
	Certified Supervisor Allowance – \$ per day	9.12
5	Broken Shift Allowance	21.93
6	Height Allowance (\$ per hour)	0.99
7	Dirty and related work	1.21
8	Tool Allowances	
	Carpenter	36.41
	Drainer	36.41
	Fitter	36.41
	Painter	8.87
	Plumber	36.41
	Plumber and Gasfitter	36.41
	Electrical Fitter	24.73
	Electrical Fitter/Mechanic	24.73
	Plant Electrician	24.73
	Radio Mechanic and Fitter	24.73
	Refrigeration and/or Air Conditioning Mechanic	24.73

2. Expense Related Allowances

- 2.1 Travel Motor Vehicle and Meal Allowances

Item No	Clause No	Description	Amount
1		Meal expenses on one day journeys Capital cities and high cost country centres (see list in item 2) Breakfast Dinner Lunch Tier 2 and other country centres (see list in item 2) Breakfast Dinner Lunch	 \$32.10 \$61.50 \$36.10 \$28.75 \$56.60 \$32.80
2		Travelling allowances Capital cities Adelaide Brisbane Canberra Darwin Hobart Melbourne Perth Sydney High cost country centres (Per day) Albany (WA) Alice Springs (NT) Armidale (NSW) Ararat (VIC) Ballarat (VIC) Benalla (VIC) Bendigo (VIC) Bordertown (SA) Bourke (NSW) Bright (VIC) Broken Hill (NSW) Broome (WA) Bunbury (WA) Bundaberg (QLD) Burnie (TAS) Cairns (QLD) Carnarvon (WA) Castlemaine (VIC) Christmas Island (WA) Cobar (NSW) Cocos (Keeling) Islands (WA) Dalby (QLD) Dampier (WA) Derby (WA) Devonport (TAS) Dubbo (NSW) Emerald (QLD) Esperance (WA) Exmouth (WA)	 \$310.70 \$333.70 \$330.70 \$372.70 \$328.70 \$325.70 \$332.70 \$350.70 \$345.70 \$358.70 \$318.70 \$311.70 \$339.70 \$320.70 \$316.70 \$316.70 \$336.70 \$332.70 \$313.70 \$372.70 \$330.70 \$336.70 \$330.70 \$327.70 \$322.70 \$314.70 \$370.70 \$296.70 \$483.70 \$353.70 \$327.70 \$344.70 \$313.70 \$322.70 \$331.70 \$332.70 \$366.70

Geelong (VIC)	\$327.70
Geraldton (WA)	\$317.70
Gladstone (QLD)	\$323.70
Gold Coast (QLD)	\$361.70
Gosford (NSW)	\$313.70
Griffith (NSW)	\$311.70
Halls Creek (WA)	\$322.70
Hervey Bay (QLD)	\$327.70
Horn Island (QLD)	\$497.70
Horsham (VIC)	\$317.70
Jabiru (NT)	\$368.70
Kalgoorlie (WA)	\$333.70
Karratha (WA)	\$375.70
Katherine (NT)	\$380.70
Kununurra (WA)	\$356.70
Launceston (TAS)	\$326.70
Lismore (NSW)	\$315.70
Mackay (QLD)	\$318.70
Maitland (NSW)	\$339.70
Mount Gambier (SA)	\$316.70
Mount Isa (QLD)	\$337.70
Mudgee (NSW)	\$340.70
Muswellbrook (NSW)	\$309.70
Nambour (QLD)	\$315.70
Newcastle (NSW)	\$347.70
Newman (WA)	\$423.70
Nhulunbuy (NT)	\$382.70
Norfolk Island (NSW)	\$355.70
Northam (WA)	\$366.70
Nowra (NSW)	\$320.70
Orange (NSW)	\$354.70
Port Hedland (WA)	\$327.70
Port Lincoln (SA)	\$322.70
Port Macquarie (NSW)	\$342.70
Rockhampton (QLD)	\$326.70
Roma (QLD)	\$334.70
Shepparton (VIC)	\$319.70
Swan Hill (VIC)	\$333.70
Thursday Island (QLD)	\$475.70
Toowoomba (QLD)	\$313.70
Townsville (QLD)	\$326.70
Wagga Wagga (NSW)	\$329.70
Wangaratta (VIC)	\$338.70
Weipa (QLD)	\$390.70
Whyalla (SA)	\$319.70
Wilpena-Pound (SA)	\$375.70
Wollongong (NSW)	\$333.70
Wonthaggi (VIC)	\$340.70
Yulara (NT)	\$722.70
Tier 2 country centres (per day)	
Albury (NSW)	\$296.15

	Ayr (QLD)	\$296.15
	Bairnsdale (VIC)	\$296.15
	Bathurst (NSW)	\$296.15
	Bega (NSW)	\$296.15
	Ceduna (SA)	\$296.15
	Charters Towers (QLD)	\$296.15
	Chinchilla (QLD)	\$296.15
	Coffs Harbour (NSW)	\$296.15
	Colac (VIC)	\$296.15
	Cooma (NSW)	\$296.15
	Cowra (NSW)	\$296.15
	Echuca (VIC)	\$296.15
	Goulburn (NSW)	\$296.15
	Grafton (NSW)	\$296.15
	Gunnedah (NSW)	\$296.15
	Hamilton (VIC)	\$296.15
	Innisfail (QLD)	\$296.15
	Inverell (NSW)	\$296.15
	Kadina (SA)	\$296.15
	Kingaroy (QLD)	\$296.15
	Maryborough (QLD)	\$296.15
	Mildura (VIC)	\$296.15
	Naracoorte (SA)	\$296.15
	Narrabri (NSW)	\$296.15
	Port Augusta (SA)	\$296.15
	Portland (VIC)	\$296.15
	Port Pirie (SA)	\$296.15
	Queanbeyan (NSW)	\$296.15
	Queenstown (TAS)	\$296.15
	Renmark (SA)	\$296.15
	Sale (VIC)	\$296.15
	Seymour (VIC)	\$296.15
	Tamworth (NSW)	\$296.15
	Taree (NSW)	\$296.15
	Tennant Creek (NT)	\$296.15
	Tumut (NSW)	\$296.15
	Warrnambool (VIC)	\$296.15
	Wodonga (VIC)	\$296.15
	Other country centres	\$282.15
	Incidental expenses when claiming actual expenses – all locations	\$23.00
	Daily allowance payable after 35 days and up to 6 months in the same location - all locations	50% of the appropriate location rate
3	Use of private motor vehicle (cents per kilometre)	Cents per kilometre
	Official business	85c
	Casual rate (40% of official business rate)	34c
	Motor cycle allowance (50% of the official business rate)	42.5c
	Towing trailer or horse float (13% of the 2,601 and over official business rate)	\$11.05

4		<p>Remote areas allowance (per annum)</p> <p>With dependants</p> <p>- Grade A \$2,437</p> <p>- Grade B \$3,233</p> <p>- Grade C \$4,317</p> <p>Without dependants (per annum)</p> <p>- Grade A \$1,702</p> <p>- Grade B \$2,190</p> <p>- Grade C \$3,024</p>	
5		Exchanges	Actual cost
6		Laundry allowance (per week)	\$5.80
7		<p>Overtime meal allowances</p> <p>Breakfast \$35.65</p> <p>Lunch \$35.65</p> <p>Dinner \$35.65</p> <p>Supper \$13.30</p>	
8		<p>Assistance to staff members stationed in Broken Hill when travelling on annual leave (per annum)</p> <p>(a) By private motor vehicle</p> <p>(b) Other transport - with dependants</p> <p>(c) Other transport - without dependants</p> <p>(d) Rail travel</p>	<p>(a) Appropriate casual rate up to a maximum of 2,850km less \$60.10</p> <p>(b) Actual reasonable expenses in excess of \$60.10 and up to \$402.45</p> <p>(c) Actual reasonable expenses in excess of \$60.10 and up to \$198.75</p> <p>(d) Actual rail fare less \$60.10</p>

SCHEDULE C – TRANSFERRED EMPLOYEES COMPENSATION

1. Intent and Application

- 1.1 The intent of Schedule C – Transferred Employees Compensation is to provide reimbursement towards expenses of Employees transferred to work in a new location which, by necessity of that transfer, requires them to relocate their principal place of residence.
- 1.2 Where an existing or a new Employee is otherwise ineligible for the benefits of this Agreement, the Managing Director may offer in writing to the new or existing Employee any or all of the benefits available under this Schedule on recruitment or appointment as part of an attraction and retention measure. The benefits must be clearly detailed in writing at the time of appointment. Such offers may also be made to temporary Employees.
- 1.3 Where two staff members who cohabit relocate together to the same location, reimbursement of expenses must not be claimed twice e.g. conveyance and stamp duty. Where applicable, both may claim the leave concessions.
- 1.4 This Schedule C – Transferred Employees Compensation does not apply to Casual Employees.

2 Notice of Transfer

- 2.1 The Managing Director will give, in writing, as long a period of notice of transfer as is practicable. A Transferred Employee will not be transferred with less than ten working days notice in writing except in special or urgent circumstances.

3 Special Leave

- 3.1 Transferred Employees will be given special leave of up to five working days as necessary to carry out any of the following activities:
- 3.1.1 Visit the new location to obtain accommodation
 - 3.1.2 Prepare and pack personal and household effects prior to removal
 - 3.1.3 Arrange storage
 - 3.1.4 Travel to the new location for the purpose of commencing duty
 - 3.1.5 Clean the premises being vacated
 - 3.1.6 Occupy and settle into the new premises.
- 3.2 If satisfied that the activities referred to above cannot be completed within five working days, the Managing Director may grant additional special leave, as considered necessary.

- 3.3 Subject to operational requirements, where a Transferred Employee has not been able to secure permanent accommodation at the new location, the Transferred Employee will be entitled to special leave for the amount of time required to travel to and from their home to enable the Transferred Employee to spend two consecutive days and nights at home each four weeks. Where a Public Holiday occurs immediately before or after such leave, the leave will be extended by a day and a night for each such Public Holiday.
- 3.4 Where this is not practical due to the distance home, a Transferred Employee will accumulate two days special leave per four weeks until a return home is practical. This leave will be taken at a time suitable to the Managing Director and the Transferred Employee.

4 Travelling and Meal Expenses

- 4.1 A Transferred Employee shall be entitled to an economy air fare or reimbursement for the use of a private vehicle paid at the casual rate for motor vehicle allowances as set out in this Agreement, on the following basis:
- 4.2 For the Transferred Employee and one member of the household to travel to the new location to seek accommodation.
- 4.3 For the Transferred Employee and all members of the household to travel to the new location to commence duty. Where the members of the household do not travel with the Transferred Employee to commence duty the cost of their personal transport will be deferred until such time as they travel to take up residence at the new location.
- 4.4 For the Transferred Employee proceeding on special leave under subclauses 3.3 and 3.4 of clause 3 - Special Leave.
- 4.5 Where a Transferred Employee elects to use a private vehicle the motor vehicle allowance shall not exceed the equivalent cost of economy air fares.
- 4.6 Transferred Employees travelling to the new location to commence duty who elect to use a private vehicle shall be paid at the official business rate in Schedule B - Allowances of this Agreement.
- 4.7 When a Transferred Employee, travels to the new location to seek new accommodation he or she will be reimbursed for overnight accommodation and meals for the journey to and from the new location for two people under clause 66, Travelling Compensation of this Agreement.

5 Temporary Accommodation Benefits - Commercially Provided

- 5.1 Temporary accommodation benefits will be reimbursed for a period of up to four weeks to Transferred Employees who are relocated and use commercially provided accommodation such as a hotel. Such benefits are available in three forms:

- 5.1.1 Transferred Employees without dependant relatives will be reimbursed up to 50% of the cost of accommodation provided that the total amount to be reimbursed does not exceed \$254 per week.
- 5.1.2 Transferred Employees with dependant relatives will be reimbursed up to a maximum of \$254 per week plus an additional \$27 for each dependent child 6 years and over (max. contribution \$54 per week), where the cost of accommodation exceeds the amount calculated in the following table:

Salary of Transferred Employee and Spouse \$ per annum	Amount \$ per week	Each Dependant Child 6yrs of age and over (max. contribution \$54 per week) \$ per week
Up to 28,233	218	27
28,234 to 35,980	239	27
35,981 to 46,258	262	27
46,259 to 59,477	324	27
59,478 and over	412	27

- 5.2 A Transferred Employee required to move to the new location ahead of the dependants will be reimbursed up to a maximum of \$254 per week, providing the cost of accommodation is in excess of \$51 per week.
- 5.3 To be eligible for any Temporary Accommodation Benefit a relocated Transferred Employee is, by necessity, required to vacate the existing residence prior to departure for the new location and secure board and lodging (including for dependants, where applicable) at the new location pending a residence becoming available.
- 5.4 This clause will not apply to Government-owned residences.
- 5.5 Where the period of four weeks referred to in subclause 5.1 of this clause is not sufficient for the Transferred Employee to obtain suitable permanent accommodation, the Managing Director will consider each case on its merits but will require full particulars to be supplied.
- 5.6 Temporary Accommodation Benefits will not be paid to more than one person per household.
- 5.7 The Managing Director will discontinue payment of Temporary Accommodation Benefits if satisfied the Transferred Employee has rejected suitable accommodation.

6 Temporary Accommodation Benefits - Privately Rented

- 6.1 Where a Transferred Employee secures privately rented accommodation (e.g. a private house) at his or her new location and incurs excess rent then the Transferred Employee shall receive assistance as per the table below:

Officer with 2 or more dependant children	\$68 per week
Officer with 1 dependant child	\$59 per week
Officer without dependant children	\$51 per week

- 6.2 The formula for excess rent is as follows.

Excess rent in respect of any Transferred Employee means rent in excess of the Employee's weekly contribution calculated as follows:

$$\text{Contribution} = \text{Substantive salary} \times \frac{(\text{Substantive salary} + 2927)}{101,840}$$

"Employee's weekly contribution" shall be the "Contribution" as above multiplied by 7 and divided by 365.25

The formula for calculating an Employee's weekly contribution is based on:

15% of the salary of a General Scale Clerk, Step 10

20% of the salary of Clerk, min. Grade 4

25% of the salary of Clerk, min. Grade 7

In the event of movement in the salaries for these classifications as provide in the 2013 Agreement, the formula will be varied as follows:

- (a) replacing the figure of 101,840 by ten times the difference between the salaries for the Step 10 of the General Scale and for the minimum of Grade 7, and,
- (b) replacing the figure of 2,927 by the difference between the salary for the Step 10 of the General scale and 15% of the figure referred above.

- 6.3 The Managing Director may require Transferred Employees to show evidence of difficulties in obtaining cheaper private accommodation, including the provision by a Transferred Employee of a statutory declaration.

- 6.4 In exceptional circumstances, the Managing Director may extend excess rent payments beyond six months, including in areas where there is an acute shortage of housing of a reasonable standard, and areas experiencing extremely high rents due to conditions which are abnormal compared with those generally in New South Wales.

7 Removal and Storage Expenses

- 7.1 A Transferred Employee shall be entitled to reimbursement for the costs incurred in removing personal and household effects to the new location, including:

- 7.1.1 Expenses reasonably incurred by Transferred Employees and their families for meals and accommodation during the course of the journey.

- 7.1.2 Cost of transporting a second vehicle by either rail, road transport or driving (motor vehicle allowance to be paid at the casual rate) to the Transferred Employee's new location.
- 7.1.3 Cost of insuring furniture and effects whilst in transit up to an amount of \$38,000. If the insured amount exceeds that amount, the case may be referred to the Managing Director for consideration.
- 7.1.4 An advance payment to cover the whole or part of the removal expenses provided that the Transferred Employee repays any unused portion within one month of incurring the cost of removal, unless the Managing Director otherwise approves.
- 7.1.5 Meal and accommodation expenses reasonably incurred where, due to circumstances beyond the control of the Transferred Employee, the furniture and household effects arrive late at the new location, or are moved before the Transferred Employee's departure from the former location.
- 7.2 Where the Managing Director is satisfied that a Transferred Employee is unable to secure suitable accommodation at the new location and is required to store furniture, reimbursement for the cost of transport and storage will be made. The Transferred Employee shall also be allowed the cost of insurance of furniture while in storage on the same basis as prescribed in paragraph 7.1.3 of this clause.

8 Depreciation and Disturbance Allowance

- 8.1 Where the Managing Director is satisfied that the Transferred Employee has removed a substantial portion of the household's furniture, furnishings and fittings, the Transferred Employee will be paid a Depreciation and Disturbance Allowance of \$1,126 compensation for the accelerated depreciation of personal and/or household effects to the value of \$7,037 or pro rata if the value is less.

9 Education of Children

- 9.1 A Transferred Employee will be reimbursed for accommodation expenses exceeding \$27 per week, up to a maximum of \$56 per week, for each dependant child undertaking Year 12 where the elected subjects are not available at a school in the Transferred Employee's new location. The Transferred Employee will be required to provide a certificate from the Department of Education and Communities confirming that the elected subjects are not available at the Transferred Employee's new location.
- 9.2 A Transferred Employee will be reimbursed costs for the replacement of essential school clothing and ancillary items for each dependant child required to change schools as a result of the staff member's transfer from the former location to the new location subject to advice from the new school.

10 Reimbursement of Transaction Expenses

- 10.1 A Transferred Employee who sells a residence at the former location and buys a residence (or land upon which to build a residence), as a result of the transfer to the new location, will be reimbursed for Transaction Expenses.
- 10.2 Such Transaction Expenses will include:
- 10.2.1 Professional costs and disbursements of a solicitor or registered conveyancing company;
 - 10.2.2 Stamp duty on the purchase;
 - 10.2.3 Real estate agent commission on the sale of former residence;
 - 10.2.4 Registration fees on transfers and mortgages on the residence, or the land and a house erected on the land;
 - 10.2.5 Stamp duty paid in respect of any mortgage entered into or the discharge of mortgage in connection with transactions for the sale and purchase.
- 10.3 Transaction expenses will only be paid where the sale and purchase are completed up to 2 years after any relocation.
- 10.4 Other than for stamp duty as detailed in subclause 10.5 of this clause, a maximum property value of \$520,000 per property for sale and purchase will determine the limit of Transaction Expenses paid to a Transferred Employee.
- 10.5 Stamp duty will be paid in full where occupation of the residence occurs within fifteen months from the date of commencement at the new location. Where occupation of the residence occurs after 15 months but within 2 years from the date of commencement at the new location, reimbursement of stamp duty will not exceed the property value of \$520,000.
- 10.6 Transaction Expenses will be paid where the sale and purchase transactions are completed no earlier than 6 months prior to commencing work at the new location.
- 10.7 The Managing Director may consider payment of transaction expenses on a sale and/or purchase of a residence more than 2 years after relocation, if satisfied there is good reason. The Transferred Employee must provide full details of why the sale and/or purchase could not be completed within the 2 year period.
- 10.8 A Transferred Employee who does not sell a residence at the former location, but buys a residence at the new location (or land upon which to build a residence), shall be entitled to reimbursement for Transaction Expenses outlined in this clause, provided the Transferred Employee enters into occupation within 15 months of transfer to the new location.

11 Reimbursement of Incidental Costs

- 11.1 The Transferred Employee will receive reimbursement for the following Incidental Costs of relocation:

- 11.2 Council rates and charges levied upon an unsold former residence for any period during which the former residence remains untenanted to allow the sale of the property of the relocating Transferred Employee;
- 11.3 Gas and electricity connection costs to the new residence, and telephone connection provided the telephone was connected at the Transferred Employee's former residence;
- 11.3.1 Survey certificates and pest inspection costs for the new residence;
 - 11.3.2 Mail re-direction from the former residence to the new residence for 1 month.

12 Retirement and Death

- 12.1 Upon retirement from the Public Service the Transferred Employee will enjoy the benefits of clause 7, Removal and Storage Expenses for relocation to a place of their choice within the State of NSW provided the Transferred Employee's relocation is effected within 12 months following the date of retirement.
- 12.2 In the event a Transferred Employee dies, the partner and dependent children or dependant relatives will enjoy the benefits of clause 7, Removal and Storage Expenses of this Schedule for relocation to a single place of their choice within the State of NSW. Claims under this subclause may be made up to 12 months after the death of the Transferred Employee.
- 12.3 For retirement and death, the maximum amount of reimbursement will be limited to that payable had the Transferred Employee moved to the place of original recruitment to the Public Service.
- 12.4 "The place of original recruitment" means the address of the workplace where the Transferred Employee first began duty with the NSW Public Service.

13 Additional Benefits

- 13.1 The Managing Director may offer additional support or benefits not specifically referred to in this Agreement to assist in the attraction, recruitment or relocation of a staff member to a location. For example, this may include assistance with housing, education or career development expenses.

14 Existing Entitlements

- 14.1 This Schedule shall not operate to deprive a Transferred Employee assigned to work at a new location, prior to the making of this Agreement, of any existing entitlements to compensation.

15 Variation to Transferred Employees Compensation

- 15.1 This Part shall be varied in accordance with the variations to the Crown Employees (Transferred Employees Compensation) Award or its replacement.

SCHEDULE D – CLASSIFICATION DESCRIPTIONS AND DEFINITIONS

1. Contemporary Classification Scale

- 1.1 Classification Factors
- Skills, Knowledge and experience. Experience is the application of the skills and knowledge required at a particular level for effective performance. Skills, knowledge and experience can be acquired through formal education, on the job learning, and practical application in the workplace.
- 1.1.1 Organisational Capability and Task Level: The level of knowledge and awareness of the organisation, its structure and functions that would be required to perform duties at the classification level. The type, complexity and responsibility of tasks typically performed by an employee within each proposed classification level.
- 1.1.2 Level of Supervision: The level of supervision typically provided to a position at the classification level, and supervision provided by a position where applicable.
- 1.1.3 Judgement, Independence and Problem Solving: Judgement is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an employee member is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of action are available. This dimension looks at how much of each of these three qualities applies at each proposed classification level.
- 1.1.4 Typical Activities: Examples of activities typically undertaken by an employee in different occupations at each of the proposed classification levels.
- 1.2 Supervision
- 1.2.1 Close supervision: Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.
- 1.2.2 Routine supervision: Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.

- 1.2.3 General direction: Direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked by assignment completion.
- 1.2.4 Broad direction: Direction is provided in terms of objectives which may require the planning of employee, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the employee may be required. Performance will be measured against objectives.

Skills, Knowledge and Experience	Organisational Capability and Task Level	Level of Supervision	Judgement, Independence and Problem Solving	Typical Activities
LEVEL 1				
<p>Entry level positions do not require formal qualifications or work experience prior to commencement.</p> <p>Employees will apply basic communication, administrative and technical skills required to perform the duties at this level.</p> <p>Capability will be acquired through on the job induction and training in all relevant areas.</p>	<p>Performs routine functions and carry out simple instructions.</p> <p>Work tasks are easy to understand and are performed regularly in under close supervision.</p> <p>May provide straightforward information to others on routine administrative and/or technical matters.</p> <p>Capacity to perform manual tasks using appropriate equipment and/or resources.</p>	<p>Work is typically performed under close supervision with all tasks being subject to review.</p> <p>More experienced employees may work alone with routine supervision.</p>	<p>Resolves routine issues where alternatives are limited.</p> <p>Required actions are clear or can be readily referred to higher levels.</p>	<p>Performs a range of routine and repetitive administrative and/or manual tasks within administrative, technical and trades environments.</p> <p>Exchanges basic and factual information with others.</p>

Skills, Knowledge and Experience	Organisational Capability and Task Level	Level of Supervision	Judgement, Independence and Problem Solving	Typical Activities
LEVEL 2				
<p>Level 2 duties typically require skills, knowledge and experience equivalent to AQF level 2.</p> <p>Skills knowledge and experience can be acquired through formal education, on the job learning, and practical application in the workplace.</p>	<p>Work tasks are straightforward and performed in accordance with established processes and workflows. On occasion, may need to complete more complex tasks.</p> <p>May be required to assist others by providing straightforward information relating to the area of work.</p>	<p>Works under routine supervision for straightforward tasks, and close supervision for more complex tasks.</p>	<p>Completes tasks according to established techniques and practices, exercising judgement to choose from a range of straightforward alternatives.</p> <p>Resolves straightforward problems by following established procedures and applying basic principles. Established procedures or rule occasionally do not cover the situation faced.</p> <p>May re-arrange daily work sequences provided that established work priorities are achieved.</p> <p>Has a limited amount of independence in achieving prescribed goals</p>	<p>Performs a range of routine administrative and/or manual tasks within administrative, technical and trades environments.</p> <p>May be required to communicate simple instructions, relevant information, maintain documents and keep records of work procedures and/or information.</p>

Skills, Knowledge and Experience	Organisational Capability and Task Level	Level of Supervision	Judgement, Independence and Problem Solving	Typical Activities
LEVEL 3				
<p>Level 3 duties typically require skills, knowledge and experience equivalent to AQF level 3.</p> <p>Skills knowledge and experience can be acquired through formal education, on the job learning, and practical application in the workplace.</p>	<p>Able to apply a knowledge of the work area processes and how they interact with other related areas and processes.</p> <p>Capability to understand the impact of actions on other people or work areas, take them into account and respond to internal and external customer needs. May explain product/technical functionality, monitor and report on outcomes. May select a course of action in line with established practice and standards.</p> <p>May work collaboratively with others to comply with administrative, trades or technical requirements.</p>	<p>Works under routine supervision and is expected to complete most tasks with limited instruction and guidance.</p> <p>More experienced employees may perform some tasks under general direction.</p> <p>For some roles, the provision of guidance and direction to other employees may be required. In some circumstances may supervise other employees.</p>	<p>Determines work methods and task sequence according to clearly defined objectives, standard practices and processes and workflows.</p> <p>Able to balance day to day priorities, diagnose problems and initiate action.</p> <p>Problem resolution requires selecting from a limited number of standard methods, techniques or processes to assess the situation, develop a plan and perform the work.</p> <p>Has some independence in achieving prescribed goals and setting targets.</p>	<p>Performs a variety of detailed and sometime complicated tasks.</p> <p>Organises, local processes and activities, provide general administrative support for other employees. Requiring the collaboration and participation of others.</p> <p>Provides straightforward advice to customers on a course of action appropriate to their needs.</p> <p>May review the quality of work completed by others, and in some circumstances may supervise others.</p> <p>Provide basic technical assistance to more experienced employees.</p>

Skills, Knowledge and Experience	Organisational Capability and Task Level	Level of Supervision	Judgement, Independence and Problem Solving	Typical Activities
LEVEL 4				
<p>Level 4 duties typically require skills, knowledge and experience equivalent to AQF level 4.</p> <p>Skills knowledge and experience can be acquired through formal education, on the job learning, and practical application in the workplace.</p>	<p>Knowledge of the work area's rules, regulations, processes and techniques and how they interact with other functions.</p> <p>Applies knowledge and skills to a diverse range of tasks.</p> <p>Capability to understand and respond to customer needs, explain product/technical functionality, monitor and report on performance and follow a course of practice in line with established practice and operational standards.</p> <p>May communicate with suppliers, internal or external customers, colleagues and managers to discuss simple technical, commercial or administrative issues and resolve operational problems.</p>	<p>Works under routine supervision to general direction depending on experience and the complexity of tasks.</p> <p>May be responsible for supervising others performing a range of tasks within a single work unit, providing on the job training and assistance to others, and/or coordinating employees (including liaison with employees at higher levels) contributions to assignments or projects.</p> <p>May undertake stand-alone work appropriate to this level.</p>	<p>Moderate amount of independence in achieving prescribed goal and setting targets.</p> <p>Selects from a number of methods, techniques or processes in completing work.</p> <p>Required to determine their own order of work within established priorities.</p> <p>Capability to resolve operational problems without reference to higher levels.</p> <p>Problem resolution involves discerning between alternate courses of action.</p> <p>May perform creative, planning or design functions that are limited in nature.</p>	<p>Performs a variety of tasks, requiring defined levels of precision and accuracy.</p> <p>Coordinate and supervise the work of others, monitoring work and providing coaching on technical and operational concepts.</p> <p>Assist in the conduct of large projects, coordinating resources and documenting procedures.</p> <p>Provide assistance in the use of equipment/tools and prepare technical reports. Further provide assistance in the use and maintenance of tools/equipment.</p> <p>Provide advice on procedures and requirements; and/or administer relevant records and documentation according to their requirements.</p>

Skills, Knowledge and Experience	Organisational Capability and Task Level	Level of Supervision	Judgement, Independence and Problem Solving	Typical Activities
LEVEL 5				
<p>Level 5 duties typically require skills, knowledge and experience equivalent to AQF levels 5 and 6.</p> <p>Skills knowledge and experience can be acquired through formal education, on the job learning, and practical application in the workplace.</p>	<p>Perform tasks that require a knowledge and standard application of theoretical principles, procedures and techniques working in their field of expertise, or depth (ie, the development of some areas of specialisation) or breadth of technical trade or administrative expertise, including a sound appreciation of the advanced technical concepts, or relevant policy issues, in a particular functional area or to a set of related activities.</p> <p>Apply, interpret and/or advise on policies, systems, manuals, rules, procedures or guidelines, e.g. the application of a substantial set of rules to the consideration of varying individual cases.</p> <p>Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques and how they interact with other related functions, in order to assist</p>	<p>Works under general direction, completing tasks according to organisational guidelines and respective methods and/or techniques.</p> <p>May supervise a team.</p>	<p>Solve diverse problems by applying judgement and initiative based either on theoretical knowledge or on a thorough knowledge of a complex set of rules, activities, techniques or procedures.</p> <p>May make regular operational decisions on the provision, availability or deployment of resources and services that have an effect outside the immediate work unit or on customers.</p>	<p>Supervise a team, instructs employees and reviews and/or certifies work or the quality of information/service provided.</p> <p>Involved in priority determination, work scheduling, utilisation of employees and human resource practices to achieve required outcomes.</p> <p>Documents procedures, conducts technical investigations, tests and/or measurements, identifying and resolving technical faults, organising the work of employees and training others in operational matters.</p>

Skills, Knowledge and Experience	Organisational Capability and Task Level	Level of Supervision	Judgement, Independence and Problem Solving	Typical Activities
	<p>in their adaption to achieve objectives, and advise, assist and influence others.</p> <p>May communicate with suppliers, internal or external customers, colleagues and managers to discuss technical, commercial or administrative issues, resolve operational problems or contract requirements.</p>			

Skills, Knowledge and Experience	Organisational Capability and Task Level	Level of Supervision	Judgement, Independence and Problem Solving	Typical Activities
LEVEL 6				
<p>Level 6 duties typically require skills, knowledge and experience equivalent to AQF levels 6 and 7.</p> <p>Skills knowledge and experience can be acquired through formal education, on the job learning, and practical application in the workplace.</p>	<p>Applies advanced knowledge of the work area's rules, regulations, processes and techniques and how they interact with other related functions.</p> <p>Capability to integrate tasks within a work area, coordinating with other teams/work areas to ensure the achievement of outcomes.</p> <p>Performs resource planning and develops proposals for resource allocation.</p>	<p>Works under broad direction.</p> <p>Will set priorities and monitor work flows and systems within an area of responsibility (ie, for own position and for a team or section if applicable).</p> <p>May have supervisory responsibility and some line management responsibility for employees performing a set of related functions. May have employees reporting indirectly to the position.</p>	<p>Applies expertise across a diverse set of conditions, including different clients, product issues and topics, needing to integrate a range of inputs.</p> <p>Involved in the development of more efficient work practices and is responsible for outcomes within own area of work.</p> <p>Capability to resolve complex operational problems without reference to higher levels.</p> <p>Applies technical expertise and knowledge of operating policies and procedures to conduct diagnostic assessments on sophisticated equipment or systems.</p>	<p>Monitors specialist equipment and/or systems, conducting diagnostic assessments and initiating rectification, as required.</p> <p>Undertakes resource planning and allocation, including the submission of proposals for resource allocation.</p> <p>Develops and implements work practices to increase efficiency in work area.</p> <p>Contributes to the development of operational policies.</p> <p>Trains and supervises employees including technical or specialist employees.</p>

Skills, Knowledge and Experience	Organisational Capability and Task Level	Level of Supervision	Judgement, Independence and Problem Solving	Typical Activities
LEVEL 7				
<p>Level 7 duties typically require skills, knowledge and experience equivalent to AQF level 7.</p> <p>Skills knowledge and experience can be acquired through formal education, on the job learning, and practical application in the workplace, and,</p> <p>Broad skills and knowledge developed through extensive experience in multiple work environments.</p>	<p>Apply substantial theoretical and technical knowledge and experience to a range of issues and circumstances requiring considerable independent analysis and interpretation. In addition, may provide specialist advice to others.</p> <p>May be a recognised expert in a specialised area or one with theoretical, policy or technical complexity.</p> <p>Knowledge of the VET environment and an understanding of the relationship between operational policies and work assignments.</p> <p>May communicate with suppliers, counterparts in other Regions, /Corporate Units, internal and external customers, colleagues, and managers to discuss complex technical, commercial or administrative issues, resolve operational problems or contract requirements.</p> <p>Influential in respect to how the overall services, processes or outcomes are evaluated, delivered or improved.</p>	<p>Works under broad direction with a degree of autonomy.</p> <p>May have management responsibility for a functional area and/or specialised project.</p> <p>May provide specialist/technical advice.</p>	<p>Applies specialised knowledge to diverse situations, clients and topics, considering a range of alternatives to select an appropriate course of action.</p> <p>The position is challenged by changing client requirements, statutory requirements, market needs or technological demands, requiring the interpretation of operating policies to determine the most appropriate course of action.</p> <p>Problem resolution requires a degree of inventiveness to depart from or adapt practices or procedures.</p>	<p>Trains and supervises employees, negotiating performance plans, motivating and supporting teams, and providing regular feedback on performance.</p> <p>Plans, develops and manages operational programs/projects.</p> <p>Provides specialised services and advice to internal and external stakeholders.</p> <p>Addresses unusual and sometimes complex operational matters by analysing and implementing alternatives.</p>

Skills, Knowledge and Experience	Organisational Capability and Task Level	Level of Supervision	Judgement, Independence and Problem Solving	Typical Activities
LEVEL 8				
<p>Level 8 duties require skills, knowledge and experience equivalent to AQF level 7.</p> <p>Skills knowledge and experience can be acquired through formal education, on the job learning, and practical application in the workplace, and,</p> <p>Advanced skills and knowledge for professional or highly skilled work developed through substantial experience gained from working in a complex environment; <i>or</i></p>	<p>Apply a substantial knowledge and understanding of the VET environment to provide guidance to others on corporate policy, procedures and practice.</p> <p>Capability to adapt techniques or processes affecting to way work is organised, or to adapt established guideline/techniques that influence the way work is performed.</p> <p>May make policy recommendations and implement new practices, systems and procedures extending beyond the immediate work area.</p> <p>May manage resources, including employees, budget, and/or materials.</p> <p>Work is responsible for the successful operation of the Business Unit and may have an impact on the work of others and the broader business</p>	<p>Works with considerable independence in achieving prescribed goals and setting targets, working under broad direction.</p> <p>May manage substantial projects or other administrative, technical and/or professional team</p> <p>May provide specialist/technical advice.</p>	<p>Plans and implements operational programs/projects, adapting procedures and techniques to fit policy prescriptions, improve efficiency or effectiveness and/or enhance the quality of outcomes.</p> <p>Capability to resolve complex problems, sometimes in the context of limited information and time constraints.</p> <p>Provides expert support and advice requiring the integration of internal and external policies and demands.</p> <p>Will have the scope to reset priorities and resources within the program objectives for which the position has line management responsibility</p>	<p>Plans, develops and manages substantial operational programs/projects.</p> <p>Assist in the management of a functional unit with a diverse or complex set of functions and noteworthy resources.</p> <p>Provides specialised advice to internal and external stakeholders.</p> <p>Applies organisational, professional or technical expertise to a diverse range of activities.</p>

Skills, Knowledge and Experience	Organisational Capability and Task Level	Level of Supervision	Judgement, Independence and Problem Solving	Typical Activities
LEVEL 9				
<p>Level 9 duties typically apply require skills, knowledge and experience equivalent to AQF level 7.</p> <p>Skills knowledge and experience can be acquired through formal education, on the job learning, and practical application in the workplace, and,</p> <p>Significant skills and knowledge developed through significant experience gained from working in a variety of complex environments</p>	<p>Apply a thorough knowledge and understanding of the VET environment to act as a key reference point with respect to corporate policy, procedures and practice.</p> <p>Capability to develop, implement and review operational/professional/technical/administrative policies, projects, objectives and plans involving integration with a range of stakeholders.</p> <p>Able to actively influence and persuade others to achieve goals/targets.</p> <p>Manage significant resources including budget, employees and/or materials.</p> <p>Work is responsible for the successful operation of the Business Unit or Corporate Unit. and may have an impact on the work of others and the broader business</p>	<p>Works with a considerable degree of autonomy under broad direction</p> <p>Either manage programs, including where relevant setting longer term priorities and objectives, the shaping of organisational structures and influence over the size and composition of the resources available, or have wide discretionary powers and provide high level advice in a specialised field of theoretical complexity.</p> <p>May manage substantial projects or other administrative, technical and/or professional team.</p> <p>May provide expert advice in a specialised field</p>	<p>Plans and implements significant operational or para-professional programs/projects involving wide variety of activities.</p> <p>Provides expert support and advice requiring integration of a range of internal and external policies and demands.</p> <p>Capability to review and resolve a diverse range of complex problems where little precedent exists.</p> <p>Problem resolution requires both creative and analytical thinking within existing professional knowledge and experience.</p>	<p>Plans, develops and manages the delivery of significant services, projects.</p> <p>Provides expert and specialised advice to internal and external stakeholders, including Senior Management.</p> <p>Manages teams and processes, reviews work, including instructing employees and contractors and reviewing quality of work.</p> <p>Provide Management and direction of a large functional unit with a diverse or complex set of functions and significant resources.</p>

2 Librarian

- 2.1 Librarian Grade 1 – A professional practitioner at this level:
- 2.1.1 Provides professional library and information services and/or assists in the development of library and information services and systems. May co-ordinate discrete library and information management projects or assist in the operations and systems of a unit, team or library service.
 - 2.1.2 Requires sound knowledge of library and information service concepts, principles and theory, and a sound understanding of library systems, practices and procedures.
 - 2.1.3 Exercises judgment in dealing with a range of operational and/or conceptual tasks and problems with reference to established standards, practices and procedures. Is able to adapt systems, standards or priorities and deviate to a limited extent from precedent. With experience may solve non-routine problems by applying principle and theory with reference to precedent.
 - 2.1.4 Works under general supervision of a senior professional or manager. Works either individually or co-operatively as a member of a team or as the leader of a small non-hierarchical team.
 - 2.1.5 The outcome of work is usually direct or short-term to intermediate, but may be long term in its effect on clients, collections and co-workers. Work may assist in the formulation of procedures or policies and contribute to the body of professional knowledge.
- 2.2 Librarian Grade 2 – An experienced professional practitioner and/or developing specialist at this level:
- 2.2.1 Provides complex or specialist library and information services. May co-ordinate/supervise a discrete library and information management project, or the operations and systems of a unit, team or library service.
 - 2.2.2 Requires a well-developed knowledge of library and information management concepts, principles and theory, and well-developed skills in the application of library and information systems, collections, services or subject knowledge.
 - 2.2.3 Exercises judgment and initiative in dealing with a wide range of complex tasks and problems, with reference to established standards, practices and procedures. Is able to adapt systems, standards or priorities and deviate substantially from precedent.
 - 2.2.4 Works under general direction of a senior professional or manager. Works either individually as a specialist or co-operatively as a member of a non-hierarchical team, or as a leader or supervisor of a team or discrete project.

- 2.2.5 The outcome of work including decisions is direct, but may be long term in its effect on clients, collections and co-workers. May assist in the formulation of policy and advice to senior management. Work often contributes to the body of professional knowledge.
- 2.3 Librarian Grade 3 – A senior professional practitioner, manager and/or specialist at this level:
- 2.3.1 Manages and/or provides complex or specialist library and information services. May manage substantial library and information management projects, or the operations and systems of a unit, team or library service.
- 2.3.2 Requires substantial knowledge of library and information management concepts, principles and theory. Has a high-level of proficiency and expertise in specific systems, collections, services or subject knowledge. Requires either management expertise or standing as a recognised internal authority in an area of the discipline of significance to the organisation.
- 2.3.3 Exercises judgment and initiative in dealing with a range of complex and detailed operational or conceptual problems and tasks that may extend beyond the immediate work area. May develop and/or introduce enhancements to practices, systems and procedures with limited reference to precedent. Demonstrates a sound understanding and ability to interpret professional standards, practices and theory.
- 2.3.4 Works under guidance of a senior professional or manager. Work may be reviewed periodically or at key stages for soundness of judgment and adherence to organisational objectives and policies.
- 2.3.5 The outcome of work including decisions is usually intermediate to long term, and may have considerable effect and impact on the objectives and performance of service delivery for clients, collections and co-workers within the legal, library and information management context. May formulate policy and advice to senior management. Work often contributes to the body of professional, subject or policy area of knowledge.
- 2.4 Librarian Grade 4 – A principal professional practitioner and/or senior manager and/or senior specialist at this level:
- 2.4.1 Leads and manages significant organisational service/s, project/s or program/s, and/or provides authoritative highly specialised advice to senior management, the organisation as a whole, or external parties. May initiate and implement a major library and information management project or program, or oversee the operations and systems of a significant unit, team or library service.

- 2.4.2 Requires and applies significant knowledge of library and information management concepts, principles and theory extending across multiple aspects of the profession. Also requires either significant management expertise or standing as a recognised internal or external authority on systems, collections, services or subject knowledge, or an area of the discipline of significance to the organisation, industry or profession.
 - 2.4.3 Exercises independent or interpretive judgment and initiative in dealing with a range of highly complex and detailed operational or conceptual problems and tasks. Is able to create new systems, standards or approaches and interprets information where there is little or no precedent. Demonstrates an extensive understanding of professional standards and multiple aspects of library and information services that may require new or unique solutions.
 - 2.4.4 Works with occasional managerial or professional review or independently as a recognised specialist. Work is primarily reviewed for effectiveness and progress towards agreed organisational objectives.
 - 2.4.5 The outcome of work including decisions has significant long-term effect, and usually contributes substantially to organisational performance, and/or to the body of professional or subject knowledge. Work is expected to have significant policy, legal or service delivery implications at the organisational level and may also have an impact at the State or National level.
- 2.5 Librarian Grade 5 – A principal professional manager and/or principal specialist at this level:
- 2.5.1 Leads and directs a branch or program or library service of strategic significance to the organisation and/or provides authoritative advice of the highest order in an area of specialist expertise of significance to the organisation, industry or profession.
 - 2.5.2 Requires extensive knowledge of library and information management concepts, principles and theory extending across multiple aspects of the profession. Requires extensive management expertise and detailed knowledge of service delivery and development issues, and/or standing as a recognised authority on systems, collections, services, or subject knowledge, or an area of the discipline of significance to the organisation, industry or profession.
 - 2.5.3 Exercises critical or managerial judgment and initiative to anticipate, conceptualise and resolve sophisticated problems that have strategic organisational impact. Is able to independently conceive of, and implement program objectives and strategies, or new systems or approaches in the absence of precedent.

- 2.5.4 Work is primarily guided by organisational policies and administrative controls.
- 2.5.5 The outcome of work, including decisions is strategic, and contributes substantially to organisational performance, or to the body of professional or subject knowledge. Work has significant legal, policy or service delivery implications at the organisational, State or National level.

3 Library Assistant

- 3.1 Library Assistant – A practitioner at this level:
 - 3.1.1 Performs routine activities to gain practical experience required for the operation of information systems and services to clients.
 - 3.1.2 Requires ability to develop skills in, and knowledge of library and information standards, procedures, practices and operations, and specific library collections obtained from formal course work and/or workplace training.
 - 3.1.3 Exercises judgment, where a choice of action is available within the application of clearly established standards, practices and procedures.
 - 3.1.4 Works under direct supervision of a senior paraprofessional or a professional, but exercises increasing autonomy in prioritising and completing tasks. This may involve working co-operatively in the organisation of work.
 - 3.1.5 The outcome of work undertaken is usually of direct, but short-term effect on clients, collections and co-workers.

4 Library Technician

- 4.1 Grade 1 – A paraprofessional practitioner at this level:
 - 4.1.1 Performs and/or assists in co-ordinating activities required for the operation and maintenance of library and information services and systems.
 - 4.1.2 Requires sound knowledge and skill and the ability to develop expertise in library and information management concepts necessary to undertake a varied range of tasks in library procedures and operations.
 - 4.1.3 Exercises judgment in dealing with a range of general or specialist tasks and problems, with reference to established standards, practices and procedures. Some adaptation of systems, standards or practices may be undertaken.

- 4.1.4 Works under general supervision of a senior paraprofessional or a professional or manager. Works either individually, or co-operatively as a member of a team, or as the leader of a small non-hierarchical team.
 - 4.1.5 The outcome of work is usually direct or short-term to intermediate, but may be long term in its effect on clients, collections and co-workers. Work may assist in the formulation of procedures or policies.
- 4.2 Grade 2 – An experienced paraprofessional practitioner or specialist at this level:
- 4.2.1 Performs and co-ordinates activities required for the operation and maintenance of information services and systems at a comprehensive level. May manage discrete library and information management projects or coordinate the operations and systems of a unit or team.
 - 4.2.2 Requires substantial knowledge and skill, as well as a high level of proficiency and expertise in library and information principles and theory necessary to undertake a wide range of tasks in library procedures and operations.
 - 4.2.3 Exercises judgment in dealing with a range of complex or specialist tasks and problems, and in the application of principles and theory. Is able to adapt systems, standards or priorities, and deviate substantially from precedent.
 - 4.2.4 Works under minimal direction of a senior professional or manager, and is reviewed occasionally or at key stages. Work may be undertaken individually as a specialist or co-operatively as a member of a non-hierarchical team, or as a leader or supervisor of a team.
 - 4.2.5 The outcome of work may have a long-term effect on clients, collections, co-workers or other agencies. Develops or applies work practices, procedures or policies in their area of responsibility. Work may contribute to the body of knowledge in library and information services, or area of specialisation.

5 Childcare Assistant

- 5.1 Childcare Assistant (Child Care Worker) means a carer appointed by the Employer to contribute to the development of and assist in the implementation of the child care program under the general direction of and responsible to a supervisor who is regularly present with the group of children. Qualifications are not required for Steps 1 to 4.
- 5.2 An Employee who has completed an AQF Certificate III in Children's Services shall be paid no less than Child Care Assistant (Child Care Worker) Step 2.

- 5.3 An Employee who has completed both an AQF Certificate III in Children’s services and 12 months equivalent full-time service in a child care service, or has successfully completed an approved Certificate III traineeship of no less than 12 months duration, shall be classified at Step 5.
- 5.4 An Employee at this level is responsible for their own work and may be required by the Employer to perform some or all of the following duties:
- 5.4.1 positively interact with children, give each child individual attention and comfort as required;
 - 5.4.2 assist to implement daily routines;
 - 5.4.3 assist with ensuring a safe, healthy and clean indoor and outdoor environment for children;
 - 5.4.4 supervise the activities of a group of children for short periods of time during the day;
 - 5.4.5 work with other staff members to ensure the smooth running of the service subject to the service policies and procedures;
 - 5.4.6 understand and work according to the service policies and procedures;
 - 5.4.7 assist in the development and/or evaluation of the program;
 - 5.4.8 assist in the observation and evaluation of the children’s development;
 - 5.4.9 assist with the recording of children’s development and assist in planning for the ongoing development of the child;
 - 5.4.10 communicate with parents as instructed;
 - 5.4.11 attend to incidental cleaning and housekeeping or associated with individual and group activities, experiences and routines;
 - 5.4.12 perform incidental administrative duties including but not limited to: completing receipts, signing deliveries, ruling up the roll, checking the roll and the like;
 - 5.4.13 other duties as required by the Employer as are within the knowledge, skills and capabilities of the carer, including duties at a lower classification; provided that this does not promote de skilling.
- 5.5 An Employee at this level may be required by the Employer to possess and maintain a current first aid certificate recognised under the *Children (Education and Care Services National Law Application) Act 2010* (NSW).
- 5.6 Employees appointed to the position of Child Care Assistant (Child Care Worker), but required to perform the duties of an Advanced Child Care Worker, will be paid the higher rate applicable to that classification.

- 6.1 Advanced Child Care Worker - means an unqualified carer appointed by the Employer with the responsibility to develop, plan and implement the child care program. An Employee at this level is responsible to the overall Employer of a service and may be responsible for the direction of other staff within the group for which they have responsibility. An Employee at this level may be required by the Employer to perform some or all of the following duties:
- 6.1.1 has direct responsibility for the management of a group or groups of children in conjunction with the Employer of the service;
 - 6.1.2 ensure the maintenance of a healthy and safe work environment;
 - 6.1.3 ensure a safe, healthy and clean indoor and outdoor environment for children;
 - 6.1.4 liaise with parents as to needs of the children and the service;
 - 6.1.5 maintain appropriate and up-to-date records;
 - 6.1.6 ensure that programs are planned, implemented and evaluated for each child in their care;
 - 6.1.7 ensure that all regulations, licensing guidelines, service policies and procedures are observed;
 - 6.1.8 carry out administrative duties which relate to effective room management and child care responsibilities;
 - 6.1.9 other duties as required by the Employer as are within the knowledge, skills and capabilities of the carer, including duties at a lower classification; provided that this does not promote de skilling.
 - 6.1.10 An Employee at this level is required to possess and maintain a current first aid certificate recognised under the Children (Education and Care Services National Law Application) Act 2010 and administer first aid as required.
 - 6.1.11 An Employee at this level will be required to continue to demonstrate the skills and knowledge required for the position.

7 Early Childhood Officer

- 7.1 Early Childhood Officer (Advanced Child Care Worker: Qualified) - means a qualified carer who holds a Diploma in Children's Services, an Associate Diploma in Social Science (Child Studies) from TAFE NSW or equivalent qualifications which are recognised under the Children (Education and Care Services National Law Application) Act 2010 appointed by the Employer with the responsibility to develop, plan and implement the child care program. An Employee at this level is responsible to the overall Employer of a service and may be responsible for the direction of other staff within the group for which they have responsibility. An Employee at this level may be required by the Employer to perform some or all of the following duties:
- 7.1.1 has direct responsibility for the management of a group or groups of children in conjunction with the Employer of the service;
 - 7.1.2 ensure the maintenance of a healthy and safe work environment;
 - 7.1.3 ensure a safe, healthy and clean indoor and outdoor environment for children;
 - 7.1.4 liaise with parents as to needs of the children and the service;
 - 7.1.5 maintain appropriate and up-to-date records;
 - 7.1.6 ensure that programs are planned, implemented and evaluated for each child in their care;
 - 7.1.7 ensure that all regulations, licensing guidelines, service policies and procedures are observed;
 - 7.1.8 carry out administrative duties which relate to effective room management and child care responsibilities;
 - 7.1.9 other duties as required by the Employer as are within the knowledge, skills and capabilities of the carer including duties at a lower classification; provided this does not promote de skilling.
- 7.2 An Employee at this level is required to possess and maintain a current first aid certificate recognised under the *Children (Education and Care Services National Law Application) Act 2010* and administer first aid as required.
- 7.3 An Employee at this level will be required to continue to demonstrate the skills and knowledge required for the position.
- 7.4 Early Childhood Officer (Advanced Child Care Worker Qualified) Step 4 means a qualified carer who holds the Associate Diploma in Social Science (Child Studies), Diploma in Children's Services or equivalent qualifications which are recognised under the *Children (Education and Care Services National Law Application) Act 2010* and who is appointed by the Employer to a position where the Employee is required to supervise other Associate Diploma or Diploma qualified Employees within the group they have responsibility for.

8 Disability Classroom Support (Non-Teaching)

- 8.1 Persons employed as sign language interpreters are required to hold National Accreditation Authority for Translators and Interpreters (NAATI) interpreter accreditation equivalent to para-professional interpreter in Auslan, or other such qualifications as the Managing Director deems appropriate.
- 8.1.1 These classifications of staff are employed on a casual basis on an hourly rate.
 - 8.1.2 These casual hourly rates include a loading of 25 per cent.
 - 8.1.3 Minimum engagement and payment on any one day is 2 hours.
 - 8.1.4 The standard period of engagement on any one day should not exceed eight hours.
 - 8.1.5 Where an engagement on any one day exceeds eight hours, overtime shall be paid in accordance with clause 55, Overtime Worked by Day Workers for all hours required to be worked in excess of eight hours.
 - 8.1.6 TAFE NSW shall endeavour to notify a Casual Employee in advance when an engagement is to be cancelled. Should a minimum of 24 hours prior notification not be given, the Casual Employee shall be paid for the engagement and may be required to perform alternate duties appropriate to their classification.

9 Examination Supervisor

- 9.1 Examination Supervisor Grade 1 – means a person engaged as such and whose duties include supervising examinations conducted by TAFE NSW, and performing associated administrative duties.
- 9.2 Examination Supervisor Grade 2 – means a person engaged as such whose duties include those of an Examination Supervisor Grade 1 and who may be required to co-ordinate and direct Examination Supervisors Grade 1 in the performance of their duties.
- 9.3 Examination Supervisor Grade 3 – means a person engaged as such who is responsible to the Examination Controller for the overall administration of examinations and supervisors in a number of rooms at an Examination Centre. In addition, an Examination Supervisor Grade 3 may be required to perform any of the duties of an Examination Supervisor Grade 2.
- 9.4 Contract of Employment
- 9.4.1 Examination Supervisors shall be employed on a casual basis. The rates of pay provided in this Schedule A – Rates of Pay are all inclusive rates in recognition of the casual nature of the employment.

- 9.4.2 Where an Examination Supervisor is directed to work before the scheduled commencing time for an examination or after the completion of an examination, remuneration shall be at the appropriate hourly rate prescribed in this Schedule.
- 9.4.3 Where all candidates have completed an examination before the nominated completion time, Examination Supervisors shall be paid for the number of hours allowed for students to complete the examination.
- 9.4.4 Where an Examination Supervisor has completed all duties associated with a particular examination and is released from duty, they shall be paid for the number of hours allowed for students to complete the examination.


9.5 Cancellation of Examination

- 9.5.1 This subclause applies when an Examination Supervisor is offered and accepts work prior to a scheduled examination, and the examination is subsequently cancelled.
- 9.5.2 Subject to subparagraph 9.5.3, if an Examination Supervisor reports for duty and has not received prior notification of at least 24 hours that their services are not required on that occasion, then the Examination Supervisor shall be paid for one and one half hours at their appropriate hourly rate.
- 9.5.3 If an Examination Supervisor is notified (either orally or in writing) at least 24 hours prior to the scheduled commencing time for an examination that their services are not required on that occasion, then subparagraph 9.5.2 shall not apply.



Signed on behalf of the Technical and Further Education Commission

ABN: 89 755 348 137

Signature: 

Print Name: Julian Oliveux

Position: Director Workplace Relations
Technical and Further Education Commission, t/a TAFE NSW

Dated: 21 December 2023

Address: Cnr Harris and Mary Ann Streets
Ultimo 2007

In the presence of:

Signature: 

Print Witness Name: James Canavan

Position: Manager Industrial Relations

Signed on behalf of bargaining representatives for employees who will be covered by this Agreement: The Community and Public Sector Union, NSW Branch

Signature:



Print Name:

STEWART LITTLE

Position:

GENERAL SECRETARY

Dated:

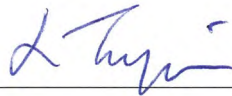
15th / DECEMBER / 2023

Address:

160 CLARENCE ST, SYDNEY, 2000

In the presence of:

Signature:



Print Witness Name:

LESLEY TWEEZER

Position:

EXECUTIVE SUPPORT OFFICER

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2023 / 5501

Applicant:

Technical and Further Education Commission

Section 185 – Application for approval of a single enterprise agreement

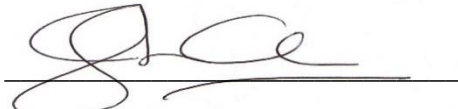
Undertaking – Section 190

I, Julian Oliveux, Director of Workplace Relations have the authority given to me by the Technical and Further Education Commission to provide this undertaking with respect to the *TAFE Commission of NSW Administrative, Support and Related Employees Enterprise Agreement 2023 (Agreement)*:

1. The following rates of pay apply:
 - (a) The TAFE Worker Level 2, Salary Step 1 rate of pay shall be \$52,456.50 per annum.
 - (b) The Advanced Childcare Worker, Step 2 rate of pay shall be \$1,029.30 per week.
 - (c) The Advanced Childcare Worker, Step 3 rate of pay shall be \$1,061.70 per week.
2. In relation to the classification of Childcare Assistant (CCW) and rates of pay at Steps 1 to 5, TAFE NSW:
 - (a) does not have any current employees employed on this classification; and
 - (b) will not employ any new employees on this classification during the period of operation of this Agreement which includes beyond the nominal expiry date.
3. Where TAFE NSW requires an employee to perform work prior to 7.00am or after 8.00pm, overtime rates will apply to the time worked outside these hours.
4. The minimum period of engagement for part-time employees is no less than three hours per day.
5. In relation to subclause 21.3.3(c), casual employees engaged to perform work on a Sunday shall be paid a loading of 100% in addition to the appropriate ordinary hourly rate of pay.
6. In relation to subclause 21.4.1(a), casual employees who are covered by the Childcare Assistant, Advanced Childcare Worker and Early Childhood Officer classifications will be paid overtime for any work performed in excess of eight consecutive hours (excluding meal breaks) on any day.
7. In relation to subclause 49.1.2, where an employee is required to work beyond five hours without a meal break, the employee will be paid 200% of the minimum hourly rate for all time worked until the meal break is given.
8. In relation to subclause 37.1, employees covered by the Childcare Assistant, Advanced Childcare Worker and Early Childhood Officer classifications that perform higher duties for two or more consecutive hours within any shift or day will be paid for the time worked at the higher classification rate of pay.

9. In relation to subclause 37.1, Hospitality Employees who perform higher duties:
- (a) for up to two hours on any day will be paid at the higher classification rate of pay for the time worked; or
 - (b) for more than two hours on any day will be paid at the higher classification rate of pay for all work performed on that day.

These undertakings are provided on the basis of issues raised in this FWC Matter No.: AG2023 / 5501 before the Fair Work Commission.



Signature

7 February 2024

Date