

## Together Log of Claims TAFE Queensland

### 1. Wages

- 1.1. That employees receive annual wage increases in accordance with the following principles
  - a) A minimum of \$50 per week or 4.5% whichever is greater, for each year of the agreement.
  - b) This increase would support lessening the gender pay gap that exists.
  - c) Wage increases are to be fully and centrally funded

### 2. Reasonable Workloads

- 2.1. TAFE Qld acknowledge that excessive workload is a potential WHS hazard.
- 2.2. TAFE will develop a Workload management System/Tool by agreement with the union parties within 3months of reaching in principle agreement.
- 2.3. All base-grade vacancies to be advertised within 2 weeks of the vacancy arising
- 2.4. All other vacancies to be advertised within 4 weeks of the vacancy arising
- 2.5. Staff to be backfilled when absent for a period of greater than 3 days, regardless of the type of leave taken, by internal higher duties where possible.
- 2.6. Relief pools to be introduced in every Region in order to facilitate backfilling.
- 2.7. Whole of TAFE Queensland or regional relief pools also to be introduced.
- 2.8. The employer is to provide relevant unions with a list of resignations (consisting of job title and work location) on a quarterly basis, unless agreed between the employer and union to be on a more regular basis. This information is to be provided electronically.
- 2.9. The local organiser/delegate may also request from the relevant local HR/line manager to be notified immediately of relevant employee resignations to assist in monitoring of timeframes to fill vacancies.
- 2.10. Staff should be provided with the proper tools to undertake their roles in the most efficient way possible. Where IT systems are significantly under-resourced this is adding to workload pressures. Costs being 'saved' by under-resourcing systems is not serving anyone well.

### 3. Improving gender equity

- 3.1. Flexible work arrangements to be extended to all workers in order to meet caring responsibilities.
- 3.2. Carers leave entitlements, in particular those related to caring for school age children, children with a disability or elderly family members to be extended and encouraged for all workers.
- 3.3. Paid Parental Leave entitlements to be improved and extended to all primary carers.
- 3.4. TAFE Queensland will undertake a review on the access of workers to flexible working arrangements including parental leave and carers leave to identify and remove:
  - a) obstacles for staff accessing these arrangements
  - b) negative impacts these arrangements have on individuals access to promotional opportunities and
  - c) the unintended consequences of these policies on the broader employment practices within each Region.
- 3.5. Recommendations of the review will be implemented centrally and by Regions.
- 3.6. Each Local Consultative Committee will subsequently review these on an annual basis reporting back to the final TAFE Queensland Consultative Committee

#### **4. Employment Security – Temporary and Higher Duties**

- 4.1. That a new temporary conversion process and criteria be inserted into the TAFE Services Agreement that provides for mandatory conversion of temporary employees to ongoing roles where they have 2 years of services in any role in TAFE.
- 4.2. That staff who have worked in 'higher duties' roles consistently for more than two years be appointed to those roles permanently if the role becomes substantively vacant or is 'ongoing'.
- 4.3. Part-time staff will be able to seek maximisation of permanent hours.
- 4.4. Tafe will provide the TQCC with a Temporary employees report every quarter that contains:
  - a) Summary statistics including:
    - i. The number of temporary employees
    - ii. The number of reviews
    - iii. The number of reviews resulting in conversion
    - iv. The number of reviews resulting in employee remaining temporary
  - b) A list of temporary employees including:
    - i. Length of engagement
    - ii. Reason for engagement
    - iii. Strategy for permanency

#### **5. Employment Security, Contracting Out, Labour Hire**

- 5.1. There will be no forced redundancies or retrenchments during the life of this agreement including for long term temporary staff.
- 5.2. Deployment across TAFE and the public sector should be the first option considered and exhausted by Tafe Queensland or any region prior to any consideration of redundancies, or other separations.
- 5.3. Priority should be given to meaningful placement into same or similar role for deployees based on the work performed not the job title.
- 5.4. Any attempt to reduce the size of the workforce through natural attrition or redundancies or other measures must be accompanied by workload impact studies to be completed and reported to Consultative Committees prior to any decision to offer redundancies, not to fill vacancies, not to backfill staff on leave or secondment or to abolish vacant positions. (Refer Reasonable Workloads Claim).
- 5.5. There will be no contracting out or privatisation of jobs or services during the life of the Agreement
- 5.6. That the TAFE commit to only using casual employment or agency (labour hire) staff when absolutely necessary
- 5.7. Labour hire staff will not be used until a recruitment process has been run for a TAFE employee to perform the role and been unsuccessful.
- 5.8. Labour hire contractors may never be engaged for less take home pay than the TAFE worker that they are replacing.
- 5.9. These provisions will be monitored and enforced by Consultative Committees. (Refer Consultation Claim).
- 5.10. The use of external consultants will be minimised – for example, only in instances where appropriate workers cannot be recruited to TAFE Queensland, and in that case role descriptions and levels should also be reviewed, in case it is classification levels that is prohibiting recruitment. That this will be monitored and enforced by Consultative Committees. (Refer Consultation Claim).

- 5.11. In circumstance where consultants or labour hire arrangements occur due to the existing workforce not having the required skill set to undertake the project or roles required, contracts should include skills and knowledge transfer as part of the contract conditions where there is a requirement for ongoing use of those skills/knowledge.
- 5.12. TAFE Queensland will, during the first 6 months of the agreement, undertake a process with the agreement of the parties, to convert existing labour-hire and temporary employees to permanent positions and permanently appoint workers on higher duties to the higher classification.

## **6. Career Paths, Classifications, Internal Recruitment and Transfer**

- 6.1. That TAFE commit to increase improve career paths, in all streams.
- 6.2. TAFE is to report quarterly to the LCC and through to TQCCs as to how career paths are improving and include quantitative data as to how many employees have progressed and their classification level.
- 6.3. Higher duties to be utilised to backfill roles as development opportunities for staff
- 6.4. Higher duties should be paid immediately when fulfilling duties of the higher-level role.
- 6.5. That vacant positions will be advertised for internal appointment prior to external advertising except with agreement of the TAFE Queensland consultative committee.
- 6.6. That internal applicants may be permanently appointed to a higher-level position following an internal appointment process. There is no requirement for an external process.
- 6.7. The TQCC will develop a scheme to promote internal transfers between regions and locations as part of the recruitment process.
- 6.8. That the incumbent will be directly appointed to any positions which are re-classified.
- 6.9. That Higher Duties will only be used to fill a vacant position for a maximum period of twelve months. All higher duties opportunities must be subject to an internal EOI. shared between eligible employees within the work unit.
- 6.10. Regions or Tafe Queensland will take steps to address unconscious bias and promote equality and diversity in appointments.
- 6.11. TAFE Queensland in negotiation with the parties will develop agreed work level statements for positions as a replacement for the JEMS methodology.
- 6.12. TAFE Queensland will encourage opportunities for secondments, relieving and acting at a higher level within TAFE and across government. Employees shall be released for such opportunities unless, and only recalled where, there are extreme impacts on TAFE that cannot be otherwise mitigated.
- 6.13. That each TAFE includes within each Employee Satisfaction survey, which will occur annually, additional specific questions to be determined in the first 3 months of certification and provide a detailed report to its consultative committee on the results.

## **7. Maintenance and improvement of allowances**

- 7.1. Any worker who is required to have a first-aid certificate should be paid the First Aid Allowance.
- 7.2. That all employees expected to use their personal vehicle for work purposes be appropriately compensated and paid a kilometric allowance.
- 7.3. Kilometric allowance should be increased as the relative cost of fuel has increased.
- 7.4. That all current allowances are to be increased annually by the percentage wage increase awarded or the CPI, whichever is greater.
- 7.5. Increase to Qualifications Allowance to be paid on attainment of the qualification, not paid only when 12 months at top increment completed
- 7.6. Higher duties allowance paid on all forms of leave during or at the end of periods of higher duties
- 7.7. Higher duties to be paid immediately when fulfilling duties of higher-level role.
- 7.8. Travel expenses amounts should be reviewed and increased to reflect actual current costs and indexed to inflation or wage increase whichever is greater.

## **8. Additional allowances**

- 8.1. That there be additional allowances created and paid to those workers who take on additional and important duties in the workplace – that these allowances be for those roles named below and paid at the rate suggested:
  - a) Fire Wardens and Fire Safety Advisors Allowance - \$60 per fortnight.
  - b) Rehabilitation and Return to Work Coordinator - \$60 per fortnight.
  - c) For those staff elected Workplace Health and Safety Representatives or Advisers - \$60 per fortnight.
- 8.2. That employees in these roles be allocated sufficient time free from other duties to complete these responsibilities.

## **9. Professional development and training**

- 9.1. That all workers have equal access to appropriate, quality professional development and training
- 9.2. That a training budget allocation is provided for each employee.
- 9.3. That all workers have access to paid time off to attend training and professional development
- 9.4. That the employer pays for any continuing professional development (CPD) that is required to maintain professional or discipline registration, as part of a worker's employment.
- 9.5. Access and availability of study support and leave for attaining higher qualifications required for career progression (whether immediate or in the future) for all staff.
- 9.6. That no leave for training/ professional development purposes is to be unreasonably refused including travel. Every effort will be made to release staff.

## **10. Union and Delegate Rights**

- 10.1. That TAFE Queensland commit that all workers will continue to have access to union delegates and union staff in the workplace during work hours.
- 10.2. That Together delegates on Consultative Committees be given access to communicate with staff about the business of the consultative committees through email and other communication channels (e.g., intranet, yammer, discussion boards etc) on at least a quarterly basis to provide agreed feedback on the work of the Consultative Committees. This is to be included in the template TQCC TOR.
- 10.3. The provision of union notice boards in each workplace.
- 10.4. The provision of resources and facilities for union delegates in the workplace.
- 10.5. Provision of a list of all staff employed by or for the entity quarterly, including:
  - a) job title
  - b) employment status (temp/perm/casual/labour hire/contract)
  - c) work email
  - d) work location (specific enough to physically locate employee)
  - e) work phone number
- 10.6. The opportunity for an official or delegate to attend and address new staff at a face to face induction.
- 10.7. Active encouragement to join the union on engagement and provision of “new starter data” electronically – on a more regular basis – e.g., when they are employed.
- 10.8. Union delegates may facilitate a paid-time union meeting in their workplace at least once per month to provide information and engage with staff about EB implementation and other matters.
- 10.9. Active encouragement and facilitation from Management to staff about talking, engaging and participating in their union. Passive acceptance is not acceptable.

## **11. Workplace Consultation**

- 11.1. That Consultative Committees should continue as the minimum and standard form of consultation and the relevant decision maker/s be required to attend each and every committee meeting.
- 11.2. The decision maker refers to the CEO and/or Board of the TAFE Queensland and/or any person who has the appropriate delegated authority that they have the capacity to make a binding decision with regards to the issues being raised and discussed.
- 11.3. That the Government commit that no workers’ conditions will be changed without agreement from those workers.
- 11.4. That TAFE Queensland agree to a requirement that workers be consulted prior to any decision being made that may affect their employment, welfare, workload or job satisfaction.
- 11.5. That prior to making any decision mentioned above TAFE is required to demonstrate clear benefits in a business case tabled for the purposes of consultation at the relevant Consultative Committee.
- 11.6. That the Government TQ Board develop standards by agreement with unions to govern the provision of information as part of a consultation process.

- 11.7. The standards referred to above must require that the information provided as part of a consultation be provided in a timely way and that it must include as a minimum:
- a) Who will be affected by the change (NAMES OF IMPACTED STAFF)
  - b) How they will be affected
  - c) Justification of the change
  - d) Costs and cost benefit
  - e) Time frames
  - f) Consultation process
  - g) Positions and levels of change
  - h) Review and evaluation process
  - i) How this will work within consultative committees.
- 11.8. That where any worker is to have their physical work location moved more than a reasonable distance from their existing work location those workers are entitled to consultation about compensation for the change in circumstances. (In addition to any existing rights such as to refuse a transfer on reasonable grounds, constructive dismissal etc).
- 11.9. Reasonable distance is defined as 50 minutes' drive or 50km from the employees' home address.
- 11.10. The consultation regarding location must include but is not limited to discussion and consideration of:
- a) Compensation for the additional cost of public transport (such as busses, trains,) etc.),
  - b) Private transport (such as car parking etc)
  - c) Provision of direct assistance such as providing shuttle busses, car parking etc
  - d) Additional assistance such as facilitating, providing or compensating for local childcare, additional time to travel, accommodation etc.
- 11.11. That TAFE Queensland commit to genuine consultation whereby employees have the bona fide opportunity to influence the decision maker.
- 11.12. In addition to current reporting and requests elsewhere in these claims the TQCC be provided the following:
- a) Report on the PD available, number of applications, number approved, number refused, for each request refused, the reasons provided.
  - b) Leave balances, number of leave requests refused
  - c) List of vacant positions including length of time vacant, reason for vacancy and strategy to fill
  - d) A report into the TAFE budget position by region and any potential impacts on staff
- 11.13. That TAFE provide managers with compulsory management training in consultation

## **12. Cultural Respect**

- 12.1. The parties recognise the cultural diversity, rights, views and expectations of Aboriginal and Torres Strait Islander peoples in the delivery of culturally appropriate services and that additional consultation may be required if changes to services are proposed to ensure there is a community benefit.
- 12.2. That all staff should undertake cultural awareness training every 1-2 years.

### **13. Work-life balance**

- 13.1. That employees are able to make a request for assistance to balance work and life.
  - a) Such requests are to be genuinely considered
  - b) A response will be provided in writing
  - c) Requests will not be unreasonably refused
  - d) The dispute resolution process in the agreement and grievance process of the underlying award will apply to this process.
- 13.2. TAFE Qld will develop policy relating to working from home policy and working from other centres by agreement with the parties to the agreement.
- 13.3. The agreement will allow for staggered start times within the spread of hours to be introduced by agreement with the majority of employees affected.

### **14. Hours of work**

- 14.1. There shall be no loss of accrued hours or TOIL for any worker. Should a worker not be able to take any of their accrued time for 12 months, the time, at the employees' choice, may be paid out or carried forward to the following year.
- 14.2. That managers cannot unreasonably refuse applications to take accrued time or TOIL
- 14.3. Supervisors are responsible for ensuring that employees' workloads are properly managed and that they have the ability to take accrued time off. This should be proactively negotiated with the employee.
- 14.4. Paid overtime available for every worker who is performing it, at their election (instead of TOIL) – remove the cap at AO5(4).
- 14.5. All workers have access to accrue ADO without restriction provided there is meaningful work to be done.
- 14.6. Where employees are required to arrive at work in advance of the start time to prepare this is work and must be included as paid time worked.

### **15. Leave**

- 15.1. All workers will have the ability to access leave accrued each year.
- 15.2. Any proposal to limit or restrict access to leave must be done in agreement with the relevant workers and their union. Any such request from Management must include a plan to ensure workers can still access the leave accrued at another in a 12month period.
- 15.3. Carers leave is accessible by staff to care for immediate family including but not limited to, spouse, partner, parents, guardians, and children and the relevant public service directive is to be applied through the agreement.
- 15.4. Access to sick leave for the purpose of attending medical appointments.
- 15.5. That TAFE apply the special leave directive through the agreement
- 15.6. That TAFE pay out sick leave upon retirement

**16. Fair treatment at work**

- 16.1. TAFE Queensland will review discipline, workplace investigations and complaint management policies and processes in conjunction with union parties.
- 16.2. Policies will be developed within the first three months of the agreement by agreement with the union parties, to be at least as beneficial as the relevant directives and guidelines of the Queensland Public Service.
- 16.3. A clause will be included in the agreement to the effect that these policies, once agreed, will be a term of the agreement and are not to be amended without the agreement of the parties.
- 16.4. The parties will seek to identify ways that workers either by themselves, or as a group, can effectively blow the whistle on bullying and harassment.

**17. Support for workers with mental illness**

- 17.1. Better support for mental illness in the workplace including additional leave provisions, requesting change of duties for a period of time and better acknowledgement of mental health in the workplace.

**18. Salary Sacrifice**

- 18.1. TAFE to review salary sacrifice arrangements to ensure consistency with the public service (subject to federal legislation and tax arrangements).

**19. superannuation**

- 19.1. That superannuation payments should be based on OTE (Ordinary Time Earnings) including shift penalties.
- 19.2. That any Federal Government increase to the Superannuation Guarantee be reflected in superannuation improvements in the TAFE sector.
- 19.3. That superannuation contributions by both the employee and the employer be adjusted immediately, when an employee's pay changes rather than on 1 July each year.
- 19.4. That the calculation of the final payout for members of the QSuper Defined Benefit Scheme be based on the member's salary at the time of resignation, (or a higher amount for example under a transition to retirement arrangement).
- 19.5. On an annual basis the Employer will:
  - a) allow the Employee reasonable time to arrange and complete an ASIC accredited financial literacy course; and
  - b) pay the Employee a sum of \$500 towards the cost of advice from an ASIC accredited financial planner.
- 19.6. In addition to the contributions made by the Employer pursuant to the QSUPER deed the Employer will make superannuation contributions equal to the superannuation contributions that the Employer would have made in respect of that Employee had that Employee been receiving his/her rate of pay during the period of unpaid primary carer leave taken by the Employee.
- 19.7. The Employer will make additional superannuation contributions where a worker's superannuation is not on track to meet the Association of Superannuation Funds of Australia (ASFA) retirement standard by the age of 65.

**20. No Disadvantage / no diminution**

- 20.1. No individual employee will be disadvantaged in their average ordinary earnings or overall entitlements and conditions as a result of the introduction of this Agreement.
- 20.2. There shall be no diminution of any existing conditions for employees under this Agreement, whether contained in the agreement or not.

Without Prejudice