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## **Application and Operation**

### **1. Application**

- 1.1 This Section applies to all Permanent, Temporary and Casual Employees employed in positions in the new classification structure established under this Section, unless stated otherwise.

### **2. Operation of this Section**

- 2.1 Whilst the new classification structure, salary spine, and associated conditions of employment apply exclusively in respect of Employees employed in positions under Section 6, it is intended that Section 6 will interact with other Sections under this Agreement and this framework is provided at subclause 4.2 Operation of Agreement in Section 1 of this Agreement.
- 2.2 For the avoidance of doubt, the interaction between Section 6 and the other five Sections of this Agreement is set out below:
- 2.2.1 Section 1, Application and Operation applies to Employees employed in positions under Section 6 with the exception of clause 5. Dictionary of Section 1;
- 2.2.2 Section 2, Employment Arrangements does not apply to Employees employed in positions under Section 6;
- 2.2.3 Section 3, General Conditions applies to Employees employed in positions under Section 6 unless otherwise stated in that Section;
- 2.2.4 Section 4, Transferred Employees Compensation applies to Employees employed in positions under Section 6;
- 2.2.5 Section 5, Parts A – G do not apply to Employees employed in positions under Section 6.

### **3. Dictionary**

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

"Accumulation" means the accrual of leave or time in respect of weekly study time under clause 54. Study Leave in Section 3 of this Agreement "accumulation" means the aggregation of short periods of weekly study time which is granted for private study purposes.

"Afternoon shift" in this Section means any shift finishing after 7.00 pm and at or before midnight.

"Agreement" means the TAFE Commission of NSW Administrative, Support and Related Employees Enterprise Agreement 2015.

"Approved Course" means a course relevant to the employment of the Employee in the NSW TAFE Commission and approved by the Managing Director.

"At the convenience of" means the operational requirements permit the Employee's release from duty or that satisfactory arrangements are able to be made for the performance of the Employee's duties during the absence.

"Birth" means the birth of a child and includes stillbirth.

"Broken shifts" in this Section means the working of two shifts per day by an Employee. Broken shifts under this Section shall be by agreement between the Employee and the Employer.

"Capital City" means the area within the Sydney Telephone District or within a corresponding area in the Capital City of another State or Territory.

"Casual Employee" means a person employed by the NSW TAFE Commission:

- on an hourly basis to carry out work that is irregular or intermittent; or
- to carry out work on a short term basis in an area of the NSW TAFE Commission 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" in this Section means a person employed as such.

"Contract hours for the day" means, for a full time Employee (including shift workers) under this Section, 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 are entitled to flex leave may be asked to attend to perform work for between 2 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/Institute" means a TAFE establishment or other centre where instruction is provided by TAFE NSW and includes any place designated as part of, or as an annexe to, such college/campus/institute.

"Daily rate" or "Rate per day" in this Section means the rate payable for 24 hours, unless otherwise specified.

"Daily span of hours" in this Section means for an Employee required to work standard hours, the full time standard hours defined in this Section. 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 in this Section.

"Day Worker" in this Section means an Employee, other than a shift worker, who works 36 hours 15 minutes 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 *Fair Work Act 2009*.

"Dependant" means a person who lives in the principal place of residence of the member of staff and who is wholly or in part dependent on the staff member for support.

"Domestic Violence" means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007 (NSW)*.

"Employee" means a permanent or temporary Employee who is employed under the *NSW Technical and Further Education Commission Act 1990* and, unless otherwise specified in this Section, includes both full-time and part-time Employees.

"Employer" means the Technical and Further Education Commission.

"Excess rent" in Section 4 is 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 clause 70, 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.

"Full day" in this Section means the standard full time contract hours for the day, i.e., seven hours fifteen minutes.

"Full pay" or "half pay" in this Section means the Employee's ordinary rate of pay or half the ordinary rate of pay respectively.

"Full-time contract hours" in this Section means the standard weekly hours, that is, 36 hours 15 minutes per week.

"Full-time Employee" in this Section means an Employee whose ordinary hours of duty are specified as such or whose contract hours are equivalent to the full-time contract hours.

"Half day" in this Section means half the standard contract hours for the day.

"Headquarters" means the centre to which an Employee is attached or from which an Employee is required to operate on a long-term basis.

"Household", in relation to an Employee, means the ordinary and permanent place of abode of the Employee.

"Librarian" in this Section means an Employee appointed as such who possesses qualifications acceptable for professional membership of the Australian Library and Information Association (ALIA) or other combination of qualifications and experience deemed by the Managing Director to meet the minimum standard of skill and knowledge inherent in the ALIA standard.

"Library Assistant" in this Section means 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" in this Section means an Employee appointed as such who possesses qualifications acceptable for library technician membership of the Australian Library and Information Association (ALIA) or other combination of qualifications and experience deemed by the Managing Director to meet the minimum standard of skill and knowledge inherent in the ALIA standard.

"Local Arrangement" in this Section means an agreement reached at the organisational level between TAFE NSW and Unions in terms of clause 21, Local Arrangements.

"Local public holiday" means a day or part-day in a particular year declared as such under the *Public Holidays Act 2010* (NSW).

"Managing Director" means the person appointed as such under the Act or a person authorised by the Managing Director.

"Night shift" in this Section means any shift finishing after midnight and, at or before, 6.00 am.

"Normal hours of duty" in this Section means:

- (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 21, 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" means, for the purposes of paragraph 6.10.1 of clause 6, Dispute Resolution Procedures in Section 1 of 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" in this Section means authorised travel out of Australia by an Employee where the Employee proceeds overseas on official business.

"On duty" means the time required to be worked for the TAFE Commission. For the purposes of clause 55, Trade Union Activities Regarded as on Duty in Section 3 of this Agreement, "on duty" means the time off with pay given by the TAFE Commission to an accredited Union delegate to enable them to carry out legitimate Union activities during ordinary work hours without being required to lodge an application for leave.

"On loan" means an arrangement between the TAFE Commission and a Union where an Employee is given leave of absence from the workplace to take up employment with the Employee's Union for a specified period of time during which the Employee's Union is required to reimburse the TAFE Commission for the Employee's salary and associated on-costs.

"On special leave" means 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" in this Section means 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, 21, Local Arrangements of this Section 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 7 hours 15 minutes after finishing overtime or before commencing overtime.

"Part-time Employee" means 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" means the hours which are less than the hours which constitute full-time work.

"Part-time position" means a designated part-time position and, unless otherwise specified, includes any position which is filled on a part-time basis.

"Part-year Employee" means an Employee who works only part of a year to support educational delivery and typically does not work during student vacations. Part year employment may be on a permanent or temporary basis. Ordinary hours of duty may be full time or part time during the proportion of the year that the employee is required to perform work.

"Permanent Night Shift" in this Section 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.

"Prescribed ceasing time" in this Section means, 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" in this Section means, 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" means a day declared as such under the *Public Holidays Act 2010 (NSW)*.

"Recall to duty" in this Section means 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 under the flexible working hours agreement.

"Reimbursement" or "reimbursed" in Section 4 of this Agreement means 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" in this Section means, 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 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;

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

accrual of additional annual leave means the Western and Central Division of the State described as such in the Second Schedule to the *Crown Lands Consolidation Act 1913* before its repeal.

"Rostered Shift" in this Section means a shift of which the Employee concerned has had at least forty-eight hours' notice.

"Secretary, Department of Premier and Cabinet" in Section 4 of this Agreement is as defined in the *Government Sector Employment Act 2013*.

"Senior Officer" in this Section means a person employed as such.

"Seven-day Shift Worker" in this Section means an Employee whose ordinary working period includes Saturdays, Sundays and/or Public Holidays.

"Shift Worker" in this Section means an Employee who is not a "day worker", as defined above for this Section.

"Standard hours" in this Section means the set and regular hours of operation as determined by the Managing Director.

"Standby" in this Section means 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" means 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 the NSW TAFE Commission.

"Study Time" means 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 the NSW TAFE Commission.

"Supervisor" means 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 TAFE Commission" "TAFE Commission" or "TAFE NSW" in this Section means the Technical and Further Education Commission.

"Temporary Employee" in this Section means and includes all persons employed by the TAFE Commission on a temporary basis.

"Temporary work location" in this Section means the place at or from which an Employee temporarily performs official duty if required to work away from their workplace.

"Trade Union" or "Union" means the Community and Public Sector Union (SPSF Group - New South Wales Branch), United Voice, Australian Workers' Union, Australian Manufacturing Workers' Union, Broken Hill Town Employees' Union, Electrical Trades Union of Australia, Construction Forestry Mining and Energy Union, Communications, Electrical,

Electronic, Energy, Information, Postal, Plumbing & Allied Services Union of Australia - NSW Plumbing Division, having regard to their respective coverage.

"Trade Union Delegate" means 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.

"Trade Union Official" means 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" in Section 4 of this Agreement means 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:

- (a) at own request;
- (b) who has applied for a position and obtained it through a merit selection process; or
- (c) under an arrangement between officers to exchange positions; or
- (d) who can reasonably commute to the new location; or
- (e) 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
- (f) on account of any misconduct;

unless the Managing Director otherwise approves.

"Work Health and Safety Act 2011" refers to the *Work Health and Safety Act 2011*, the *Work Health and Safety Regulation 2011* and the codes of practice provided for in the legislation.

"Workplace" means the whole of the NSW TAFE Commission or, as the case may be, an Institute, branch or section in which the Employee is employed.

"Workplace Management" means 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.

## **Employment Arrangements**

### **4. Application to Casual Employees**

4.1 This Section applies to all Employees unless stated otherwise. The following clauses in this Section do not apply to Casual Employees:

7.	Permanent Employment
8.	Probation and Initial Permanent Employment
9.	Promotions appeals

10.	Part-time Employment
11.	Temporary Employment
12.	Appointment of Long-term Temporary Employees to Permanent Positions
14.	Trainees
19.	Ordinary hours of work
20.	Standard working hours
24.	Variation of hours
25.	Shift work
27.	Overtime worked by shift workers
28.	Overtime worked by day workers
29.	Recall to duty
30.	On-call allowance
31.	Overtime meal breaks
32.	Overtime meal allowances
33.	Payment for overtime or leave in lieu
34.	Calculation of overtime
35.	Review of overtime meal allowances
37.	Leave – General Provisions
38.	Excess travelling time
39.	Waiting time
48.	Allowance for living in a remote area

## **5. Payment of Salaries and Wages**

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

## **6. Types of Employment**

- 6.1 The following types of employment are used by the TAFE Commission:
- 6.1.1 Permanent employment;
  - 6.1.2 Temporary employment;
  - 6.1.3 Casual employment.

## **7. Permanent Employment**

- 7.1 Permanent employment means and includes all persons permanently employed by the TAFE Commission and who, on or after the date of commencement of this Agreement, are appointed to a position covered by this Section.
- 7.2 When a Permanent Employee is appointed to act in another position, or is temporarily appointed to another position, which is vacant or the holder of which is suspended, sick or absent, such an employee is to be paid by allowance any difference between their present salary or wage and the salary or wage to which the

employee would have been entitled if appointed to that position (other than on an acting or temporary basis).

## **8. Probation and Initial Permanent Employment**

- 8.1 Initial permanent appointment of persons by the TAFE Commission shall be by appointment to a position on probation for a period of 6 months or such longer period as the Managing Director directs.
- 8.2 A period of probation may be extended for such further period as the Managing Director directs. Any such direction may be made at any time before the person's appointment is confirmed or terminated in accordance with this clause.
- 8.3 The period for which a person is appointed on probation may not exceed 12 months without the approval of the Managing Director.
- 8.4 A person may be appointed to a position in the TAFE Commission without being required to serve such a period of probation if the person has previously been an Employee of the TAFE Commission or the Managing Director thinks it appropriate in the particular case.
- 8.5 If a person is appointed to a position on probation, the Managing Director may:
  - (a) after the period of probation—confirm the appointment, or
  - (b) during or after the period of probation—terminate the appointment.
- 8.6 If a person's appointment is so terminated, the person ceases to be an Employee of the TAFE Commission.

## **9. Promotions Appeals**

- 9.1 This clause applies where a person selected for appointment to a position is a permanent employee of the TAFE Commission and another permanent employee of the TAFE Commission has a right of appeal to the Managing Director against the appointment.
- 9.2 Promotions appeals can be made in accordance with the TAFE Promotions Appeals Procedures – for Administrative, Support and Related Employees.
- 9.3 An appointment subject to an appeal must not be finalised until such an appeal is determined or the appeal is withdrawn.

## **10. Part-time Employment**

- 10.1 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.
- 10.2 A Part-time Employee is to work contract hours less than full-time hours.
- 10.3 Unless otherwise specified in this Section, Part-time Employees receive full time entitlements on a pro rata basis calculated according to the number of 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.

- 10.4 Before commencing part-time work, the Managing Director and the Employee must agree upon:
- 10.4.1 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;
  - 10.4.2 the classification applying to the work to be performed; and
  - 10.4.3 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.
- 10.5 The terms of the agreement must be in writing and may only be varied with the consent of both parties.
- 10.6 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.
- 10.7 An Employer may request, but not require, a Part-time Employee to work additional hours. For the time worked in excess of the Employee's usual hours and up to the normal full-time hours for the classification, Part-time Employees may elect to:
- 10.7.1 be paid for additional hours at their hourly rate plus a loading of 4/48ths in lieu of annual leave; or
  - 10.7.2 in accordance with Flexible Working Hours arrangement have the time worked credited as flex time.
- 10.8 For time worked in excess of the full-time hours of the classification, or outside the bandwidth, payment shall be made at the appropriate overtime rate for the part time employee's classification in this Section.
- 10.9 Part-Year Employment Arrangements
- 10.9.1 Employees may be employed on a part-year basis to work a pattern of hours which may be full-time and/or part-time during periods when work is required to be performed by TAFE 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.
  - 10.9.2 TAFE may offer part year employment on a permanent or temporary basis in accordance with the Guidelines for Part Year Employment, as amended from time to time.
  - 10.9.3 Employees employed on a part-year basis may elect to be remunerated in accordance with one of the following options:
    - (a) 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

- (b) 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.

10.9.4 An election made pursuant to this 10.9.3 above will be operative for a minimum of 12 months, and may be altered by the staff member no more than annually.

10.9.5 Part year employees may be directed to take their annual leave within the 12 month period covered by the part year arrangement.

- (a) Under a part year arrangement annual leave must be taken within the 12 month period of the arrangement and cannot be accumulated or carried over to subsequent part year arrangements.
- (b) Managers, in consultation with part year employees, will ensure the employee's work schedule designates periods when annual leave can be taken, consistent with paragraph a) of this subclause.

10.9.6 Part-year employees are entitled to be absent with pay where a public holiday falls on a day that they are scheduled to work.

10.9.7 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.

## **11. Temporary Employment**

11.1 The Managing Director may employ a person who has appropriate qualifications to carry out work in the TAFE Commission for a particular period.

11.2 A person may be employed as a Temporary Employee:

- 11.2.1 for the duration of a specified task or project, or
- 11.2.2 to carry out the duties of a position that is temporarily vacant, or
- 11.2.3 to provide additional assistance in a particular work area, or
- 11.2.4 in connection with the secondment or exchange of staff, or
- 11.2.5 to undertake a traineeship or cadetship, or
- 11.2.6 for any other temporary purpose.

11.3 Temporary employees may be engaged on a full time or part time basis.

11.4 Temporary employees are entitled to pro rata salary and conditions of employment of permanent employees.

## **12. Appointment of Long-term Temporary Employees to Permanent Positions**

- 12.1 For the purposes of this clause, a long-term temporary employee is a temporary employee whose employment with the TAFE Commission as such an employee falls within a continuous employment period of at least 2 years.
- 12.1.1 for the purposes of this subclause a period of temporary employment will be considered as continuous unless more than two months have elapsed between engagements.
- 12.2 A long-term temporary employee may, with the approval of the Managing Director, of the recommendation that they be appointed to a permanent position in the TAFE Commission covered by this Section in accordance with this clause.
- 12.2.1 for the purposes of subclause 12.2 such approval will not be unreasonably withheld.
- 12.3 A recommendation for the appointment of a long-term temporary employee to a permanent position may be made only if each of the following requirements is satisfied:
- 12.3.1 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),
- 12.3.2 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,
- 12.3.3 the rate of salary or wages proposed to be payable to the holder of the position concerned at the time of appointment must not exceed the maximum rate payable for under this Section,
- 12.3.4 the Managing Director must be satisfied that ongoing work is available in respect of the employee in the TAFE Commission,
- 12.3.5 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.
- 12.4 Clause 8. Probation and Initial Permanent Appointment of this Section does not apply to an appointment under this clause unless the Managing Director otherwise directs in a particular case.

### **13. Casual Employment**

- 13.1 Casual Employees will be employed in accordance with this clause.
- 13.2 Hours of Work
- 13.2.1 A Casual Employee is engaged and paid on an hourly basis.

13.2.2 A Casual Employee will be engaged or paid for a minimum of 3 consecutive hours for each day worked except for the following classifications for which a different minimum casual engagement applies as set out in the table below:

<b>Classification</b>	<b>Minimum Casual Engagement</b>
Examination Supervisor	1 hour and 30 minutes payable in the case of an employee reporting for duty to supervise an examination that has been cancelled with less than 24 hours' notice.
Disability Classroom Support	2 hours

13.2.3 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.

### 13.3 Rate of Pay

13.3.1 Casual Employees shall be paid the ordinary hourly rate of pay calculated by the following formula for the hours worked per day:

Annual salary divided by 52.17857 divided by ordinary weekly hours for the classification

13.3.2 Casual Employees engaged in classifications under this Section shall be paid a loading on the appropriate ordinary hourly rate of pay, of:

- (a) 15% 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.

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 annual leave and long service leave, and all incidence of employment, except overtime.

13.3.3 Casual Employees shall also receive a 1/12th loading in lieu of annual leave in addition to the casual loading described at 13.3.2 above.

### 13.4 Overtime

13.4.1 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.
- 13.4.3 Overtime payments for Casual Employees engaged in classification under this Section are based on the ordinary hourly rate plus the 15% loading set out in 13.3.2 (a) of this clause.
- 13.4.4 The loading in lieu of annual leave as set out in 13.3.3 of this clause is not included in the hourly rate for the calculation of overtime payments for Casual Employees.

#### **14. Trainees**

- 14.1 Trainees, including school based trainees, are entitled to be paid wages in accordance with the applicable provisions of Schedule F – National Training Wage of the *Educational Services (Post-Secondary Education) Award*.
- 14.2 Trainees are entitled to pro rata conditions of employment as provided under this Agreement.

#### **Modern Classification structure**

#### **15. New TAFE NSW Classification Structure**

- 15.1 The new classification structure applicable to employees employed in positions covered by Section 6 of this agreement consists of two work streams:
- 15.1.1 The Learning and Business Support Stream, which includes positions that support:
- a) The efficient operations of TAFE NSW Institutes; and/or
  - b) Teaching and learning in TAFE NSW Institutes.
- Positions under this stream perform a range of duties, which could involve:
- Direct class preparation and delivery such as class support and technical support to teachers and students;
  - Customer service (direct and/or indirect);
  - Managerial, clerical and support roles;
  - Maintenance;
  - Security; and/or
  - Child care.
- 15.1.2 The Library Stream includes positions which are primarily focused on the efficient delivery of library services and the management of TAFE NSW Libraries. This stream includes Librarian positions and other library support staff positions.
- 15.2 Rates of pay for employees in the Learning and Business Support Stream are set out in Schedule 1 - Rates of Pay - Learning and Business Support Stream.
- 15.3 Rates of pay and classification descriptors for Library Stream employees are set out in Schedule 2 – Rates of pay and classification descriptors for Library Stream employees.

## **16. Job Evaluation**

- 16.1 All positions created under Section 6 will be evaluated utilising Work Level Standards to determine the appropriate level in the structure.
- 16.2 The Work Level Standards are set out in Schedule 6 – Work Level Standards of this Section.

## **17. Classifications excluded from the new classification structure**

- 17.1 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:
  - 17.1.1 Disability Assistant (Personal/Mobility)
  - 17.1.2 Disability Assistant (Notetaker/Reader/Writer)
  - 17.1.3 Sign Language Interpreter
  - 17.1.4 Examination Supervisors
  - 17.1.5 Artists models
- 17.2 The casual hourly rates, that is, the hourly rate inclusive of the casual loading for these employees is set out in Schedule 3 – Casual hourly rates for casual only classifications, along with some classification specific conditions of employment.
- 17.3 All other conditions of employment for these employees are in accordance with clause 12, Casual Employment of this Section.

## **Legacy grades**

### **17.4 Senior Officers**

- 17.4.1 The Senior Officer classification has not been incorporated into the new classification structure.
- 17.4.2 Senior Officers' conditions of employment will continue to be those set out in Sections 1, 2, 3, 4 and Part A of Section 5 of this Agreement.
- 17.4.3 Rates of pay for Senior Officers are as per Schedule 46 of Section 5 Part A of this Agreement.

### **17.5 Clerk 11/12**

- 17.5.1 The classification of Clerk 11/12 has not been incorporated into the new classification structure.
- 17.5.2 Clerk 11/12 conditions of employment will continue to be those set out in Sections 1, 2, 3, 4 and Part A of Section 5 of this Agreement.
- 17.5.3 Rates of pay for the Clerk 11/12 classification is as per Schedule 13 of Section 5 Part A of this Agreement.

## **Hours of Work and Related Matters**

### **18. Working Hours, Overtime and Shift Allowances – General**

- 18.1 The working hours of Employees and the manner of their recording shall be as determined from time to time by the Managing Director.
- 18.2 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.
- 18.3 The Managing Director may require an Employee to perform duty beyond the hours determined under subclause 18.1 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:
- 18.3.1 the Employee's prior commitments outside the workplace, particularly the Employee's family and carer responsibilities, community obligations or study arrangements;
  - 18.3.2 any risk to Employee health and safety;
  - 18.3.3 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;
  - 18.3.4 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
  - 18.3.5 the nature of the employee's role, and the employee's level of responsibility;
  - 18.3.6 whether the additional hours are in accordance with averaging terms where applicable; and
  - 18.3.7 any other relevant matter.
- 18.4 Hours of work, overtime and shift allowances are set out under clauses 19, 25 and 26 of this Section. The application of hours of work is subject to the provisions of this clause.
- 18.5 The ordinary hours may be standard or flexible and may be worked on a full time or part-time basis.
- 18.6 The Managing Director shall ensure that all Employees employed in the NSW TAFE Commission are informed of the hours of duty required to be worked and of their rights and responsibilities in respect of such hours of duty.

### **19. Ordinary hours of Work**

- 19.1 The ordinary weekly hours for full-time employees under this agreement shall be 36 hours 15 minutes per week.
- 19.2 The daily span of working hours for Employees under this Agreement is between 6.00am and 9.00pm, Monday to Friday, unless otherwise prescribed.

- 19.3 A day worker under this Agreement is an employee, other than a shift worker, who works ordinary hours from Monday to Friday inclusive between the hours of 6.00 am and 7.00pm or as negotiated under a local arrangement in accordance with clause 21, Local Arrangements. Hours directed to be worked outside the bandwidth, or beyond 10 ordinary hours in any one day, shall be paid at the appropriate overtime rate in accordance with clause 28, Overtime worked by Day Workers of this Agreement.
- 19.4 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 25, Shift Work depending on the ceasing time of a defined shift.

## **20. Standard Working Hours**

- 20.1 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, teaching section or TAFE Institute, in order to meet the service, delivery, and/or operational requirements of the business unit or teaching section.
- 20.2 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.
- 20.3 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 20.4 of this clause.
- 20.4 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 86.4 of this clause.
- 20.5 Making up of Time - The time off taken in circumstances outlined in 20.2 and 20.3 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.

## **21. Local Arrangements**

- 21.1 Local arrangements, as specified in this Section, may be negotiated between the Managing Director and Union in respect of the whole of the NSW TAFE Commission or part of the NSW TAFE Commission in relation to when work is performed. Such arrangements may be made to vary the operation of one or more clauses in this Section.
- 21.2 All local arrangements negotiated between the NSW TAFE Commission and Unions must:
- 21.2.1 be approved by the Managing Director; and
  - 21.2.2 be approved in writing by the State Branch Secretary of the Union; and

- 21.2.3 be contained in a formal document, such as a memorandum of understanding, an enterprise agreement or other industrial instrument; and
- 21.2.4 include a clause allowing the arrangement to be terminated by giving 12 months' notice.
- 21.3 Subject to the provisions of 21.2 of this clause, nothing in this clause shall prevent the negotiation of local arrangements between the NSW TAFE Commission 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.
- 21.4 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.
- 21.5 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.

## **22. Morning and Afternoon Breaks**

- 22.1 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.

## **23. Meal Breaks**

- 23.1 Meal breaks must be given to and taken by Employees. . Except as provided for in subclause 23.2 meal breaks will be unpaid. No Employee shall be required to work continuously for more than 5 hours without a meal break, provided that:
- 23.1.1 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
- 23.1.2 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.
- 23.2 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.

## **24. Variation of Hours**

- 24.1 If the Managing Director is satisfied that an Employee is unable to comply with the general hours operating in the NSW TAFE Commission 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:

- 24.1.1 the variation does not adversely affect the operational requirements;
- 24.1.2 there is no reduction in the total number of daily hours to be worked;
- 24.1.3 the variation is not more than an hour from the commencement or finish of the span of usual commencing and finishing time;
- 24.1.4 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;
- 24.1.5 no overtime or meal allowance payments are made to the Employee, as a result of an agreement to vary the hours;
- 24.1.6 ongoing arrangements are documented; and
- 24.1.7 Employees and their representatives, if any, are consulted as appropriate, on any implications of the proposed variation of hours arrangement for the work area.

## 25. Shift Work

- 25.1 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.
- 25.2 The ordinary hours of Shift Workers shall not exceed 145 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.

For the purpose of calculating the number of shifts worked during a roster period, a broken shift, as defined in clause 3, Dictionary of this Section shall count as one shift.

- 25.3 A Shift Worker will be entitled to receive a loading for working shift hours depending on the ceasing time of a defined shift.
- 25.4 For the purpose of this clause, the following definitions will apply:
  - 25.4.1 Afternoon shift means any shift finishing after 7.00pm and at or before midnight;
  - 25.4.2 Night shift means any shift finishing after midnight, and at or before 6.00am; and
  - 25.4.3 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.
- 25.5 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 depending on the cessation time of the shift:

Afternoon shift	finishing after 7pm and at or before midnight	15%
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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%

25.6 The loadings specified in 25.5 of this clause shall only apply to shifts worked from Monday to Friday.

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

Day	Rate
Saturday	Time and one-half
Sunday	Double time

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

25.9 The shift work allowances provided by subclause 25.5 of this clause are not payable for Saturday and Sunday work.

25.10 Public Holidays - the following shall apply:

25.10.1 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;

25.10.2 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.

25.11 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.

25.12 For any changes to an employee's regular roster, the Employer must consult with affected employees consistent with clause 8, Consultation in Section 1 of this Agreement.

25.13 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.

25.14 Breaks between Shifts - A minimum break of eight (8) consecutive hours between ordinary rostered shifts shall be given.

25.15 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 27, 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.

25.16 Time spent off duty may be calculated by determining the amount of time elapsed after:

25.16.1 the completion of an ordinary rostered shift; or

25.16.2 the completion of authorised overtime; or

25.16.3 the completion of additional travelling time, if travelling on duty, but shall not include time spent travelling to and from the workplace.

25.17 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.

25.18 Broken Shifts:

25.18.1 Employees working broken shifts shall be paid an additional daily amount as set out at Item 5 of Schedule 5 – Salary related allowances for each day so worked. Broken shifts shall be worked by agreement between the Employee and the Employer.

25.18.2 Employees working broken shifts shall also be paid a weekly excess fares allowance as set out at Item 6 of Schedule 5– Salary related allowances.

25.18.3 An Employee receiving a broken shift allowance under the provisions of this subclause shall not receive any other allowance provided for under subclause 25.5, except as provided in subclause 25.18.4.

25.18.4 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.

25.18.5 The maximum spread of hours between the commencement and cessation of a broken shift is 12 hours.

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

25.19 Shift Workers are not entitled to work in accordance with flexible working hours arrangements, unless an individual employee elects in writing to work in accordance with a flexible working hours scheme established under clause 21, Local Arrangements.

25.19.1A Shift Worker who makes an election in accordance with subclause 25.19 will have their entitlement to conditions under clause 25, Shift work and clause 27, Overtime worked by Shift Workers varied by the operation of such a flexible working hours scheme, in respect to:

- (a) Overtime (Clause 27, Overtime Worked by Shift Workers);
- (b) Ordinary weekly and daily hours (subclause 27.1)

(c) Rostering (subclause 25.11).

## **26. Overtime - General**

26.1 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:

- 26.1.1 the Employee's prior commitments outside the workplace, particularly the Employee's family and carer responsibilities, community obligations or study arrangements,
- 26.1.2 any risk to Employee health and safety,
- 26.1.3 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,
- 26.1.4 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
- 26.1.5 any other relevant matter.

26.2 Payment for overtime shall be made only where the Employee works directed overtime.

26.3 Payment for overtime worked and/or on-call (standby) allowance shall not be made under this clause if the Employee is eligible, under a Schedule in this Part, to:

- 26.3.1 compensation specifically provided for overtime and/or on-call (standby) allowance; or
- 26.3.2 be paid an allowance for overtime and/or on-call (standby) allowance; or
- 26.3.3 a rate of salary which has been determined as inclusive of overtime and/or on-call (standby) allowance.

## **27. Overtime Worked by Shift Workers**

27.1 A shift worker shall be paid overtime for all time worked:

- 27.1.1 in excess of the ordinary weekly hours; and/or
- 27.1.2 in excess of the ordinary daily hours on an ordinary shift;

except where the Employee has elected to work in accordance with a flexible working hours scheme in accordance with subclause 25.19.

27.2 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 25, Shift Work.

- 27.2.1 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.
- 27.2.2 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.
- 27.2.3 Sunday - All overtime worked by Shift Workers on a Sunday shall be paid for at the rate of double time.
- 27.2.4 Public Holidays - All overtime worked on a public holiday shall be paid for at the rate of double time and one half.

### 27.3 Rest Periods

- 27.3.1 A shift worker who works overtime shall be entitled to be absent until eight (8) consecutive hours have elapsed.
- 27.3.2 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.

## **28. Overtime Worked by Day Workers**

### 28.1 The provisions of this clause shall not apply to:

- 28.1.1 shift workers as defined in clause 3, Dictionary of this Section and to whom provisions of clause 25, Shift Work and clause 27, Overtime Worked By Shift Workers of this Part apply;
- 28.1.2 Employees covered by formal local arrangements in respect of overtime negotiated between the Managing Director and Unions;
- 28.1.3 Employees whose salary includes compensation for overtime;
- 28.1.4 Employees who receive an allowance in lieu of overtime.

### 28.2 Rates - Overtime shall be paid at the following rates:

- 28.2.1 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 hours of duty, if working standard hours, or outside the bandwidth, if working under a flexible working hours arrangement;
- 28.2.2 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;
- 28.2.3 Sundays - All overtime worked on a Sunday at the rate of double time;
- 28.2.4 Public Holidays - All overtime worked on a public holiday at the rate of double time and one half.

28.3 If an Employee is absent from duty on any working day during any week in which overtime has been worked the time so lost may be deducted from the total amount of overtime worked during the week unless the Employee has been granted leave of absence or the absence has been caused by circumstances beyond the Employee's control.

28.4 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.

#### 28.5 Rest Periods

28.5.1 An Employee who works overtime shall be entitled to be absent until ten (10) consecutive hours have elapsed.

28.5.2 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.

### **29. Recall to Duty**

29.1 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.

29.2 The Employee shall not be required to work the full three (3) hours if the job can be completed within a shorter period.

29.3 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.

29.4 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.

29.5 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.

29.6 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.

29.7 This clause shall not apply in cases where it is customary for an Employee to return to the NSW TAFE Commission'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.

### **30. On-Call Allowance**

- 30.1 When an Employee is directed to be on call for a possible recall to duty, payment of an on call allowance shall be made.
- 30.2 The rate shown at Item 3 of Schedule 5 - Salary Related Allowances shall be made for the duration of on call (stand-by).
- 30.3 Such an Employee shall be:
- 30.3.1 entitled to be paid the on call allowance set out in Schedule 5 - Salary Related Allowances when directed by the NSW TAFE Commission to be on call outside the Employee's working hours;
  - 30.3.2 if an Employee who is on call and is called out by the NSW TAFE Commission, the overtime provisions as set out in clause 27, Overtime Worked by Shift Workers or clause 28, Overtime Worked by Day Workers of this Section, whichever is appropriate, shall apply to the time worked;
  - 30.3.3 where work problems are resolved without travel to the place of work 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.

### **31. Overtime Meal Breaks**

- 31.1 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.
- 31.2 Employee working flexible hours - An Employee required to work overtime on weekdays beyond 7.00 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.
- 31.3 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.
- 31.4 Where an employee is operationally required by the Employer to remain on the premises during the meal break, the 30 minute meal break under 31.1, 31.2, 31.3 and 31.4 of this clause will be paid.

### **32. Overtime Meal Allowances**

- 32.1 Where the Employer gives 24 hours' notice of overtime, overtime meal allowances will not be paid.
- 32.2 Where 24 hours' notice is not provided by the Employer:
- 32.2.1 If an adequate meal is not provided by the NSW TAFE Commission, the Employer will reimburse employees for any expenses incurred to obtain a meal

up to the appropriate rate specified in Item 7 of Schedule 4 - Expense related, travel, motor vehicle and meal allowances, provided the Managing Director is satisfied that:

- 32.2.1 the time worked is directed overtime;
  - 32.2.2 the Employee properly and reasonably incurred expenditure in obtaining the meal in respect of which the allowance is sought by providing receipts;
  - 32.2.3 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
  - 32.2.4 overtime is not being paid in respect of the time taken for a meal break.
- 32.3 Notwithstanding the above provisions, nothing in this clause shall prevent the Managing Director and Unions from negotiating different meal provisions under a local arrangement.

### **33. Payment for Overtime or Leave in Lieu**

- 33.1 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 33.2 of this clause.
- 33.2 The following provisions shall apply to the leave in lieu:
- 33.2.1 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;
  - 33.2.2 the leave shall be calculated at the same rate as would have applied to the payment of overtime in terms of this clause;
  - 33.2.3 the leave must be taken at the convenience of the NSW TAFE Commission, except when leave in lieu is being taken to look after a sick family member. In such cases, the conditions set out in clause 46, Personal Carers Leave in Section 3 of this Agreement apply;
  - 33.2.4 the leave shall be taken in multiples of a quarter day, unless debiting of leave in hours or in fractions of an hour has been approved;
  - 33.2.5 leave in lieu accrued in respect of overtime shall be given by the NSW TAFE Commission and taken by the Employee within three months of accrual unless alternate local arrangements have been negotiated between the Managing Director, Employees and Unions;
  - 33.2.6 an Employee shall be paid for the balance of any overtime entitlement not taken as leave in lieu.

### **34. Calculation of Overtime**

- 34.1 Unless a minimum payment in terms of 28.4 of clause 28, 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.

34.2 The formula for the calculation of overtime at ordinary rates for Employees employed on a five (5) day basis shall be:

$$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

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

$$\frac{\text{Annual salary}}{1} \times \frac{7}{365.25} \times \frac{1}{\text{No of ordinary hours of work per week}}$$

34.4 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.

34.5 Overtime is not payable for time spent travelling.

### 35. Review of Overtime Meal Allowances

35.1 The rates of overtime meal allowances shall be adjusted in accordance with the provisions contained in clause 52, Review of Expense Related Allowances Payable in Terms of this Section.

35.2 Where an allowance payable under clause 32, Overtime Meal Allowances of this Section is insufficient to reimburse the Employee the cost of a meal, properly and reasonably incurred, the Managing Director shall approve payment of actual expenses.

35.3 Where the meal was not purchased, payment of a meal allowance shall not be made.

35.4 Receipts shall be provided to the Managing Director or his/her delegate in support of any claims for additional expenses or when the Employee is required to substantiate the claim.

### 36. Provision of Transport in Conjunction with Working of Overtime

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

36.1.1 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.

36.1.2 The responsibility of deciding whether the provision of assistance with transport is warranted in the circumstances set out above, rests with administrative units of the NSW TAFE Commission where knowledge of each particular situation will enable appropriate judgements to be made.

36.2 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.

36.3 Provision of Taxis - Where an Employee:

36.3.1 ceases overtime duty after 8.00 pm; or

36.3.2 ceases or commences duty performed as part of a regular or rotating roster of shift duty after 8.00 pm;

and 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.

### **37. Leave – General Provisions**

37.1 The leave provisions contained in Section 3 apply to all Employees under Section 6, except for the exclusions in subclause 23.1 of Section 3 of this Agreement or where varied by a local arrangement made in terms of clause 21, Local Arrangements of this Section.

37.2 An application by an Employee for leave under this Agreement shall be made to and dealt with by the Managing Director.

37.3 The Managing Director shall deal with the application for leave according to the wishes of the Employee, if the operational requirements of the NSW TAFE Commission permit this to be done.

37.4 An Employee must not be absent from work unless reasonable cause is shown.

37.5 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.

37.6 If a satisfactory explanation for the absence, is not provided, the Employee will be regarded as absent from duty without authorised leave and the Managing Director shall deduct from the pay of the Employee the amount equivalent to the period of the absence.

37.7 Nothing in this clause affects any proceedings for a breach of discipline against an Employee who is absent from duty without authorised leave.

37.8 Unless otherwise specified, Part-time Employees employed in classifications under this Section will receive the leave provisions of this Agreement on a pro rata basis, calculated according to the number of hours worked per week.

37.9 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 the NSW TAFE Commission, if such period or periods of employment commence immediately on termination of a previous period or periods of employment.

37.10 Where paid and unpaid leave is available to be granted in terms of this Agreement, paid leave shall be taken before unpaid leave.

## Travel Compensation and Allowances

### 38. Excess Travelling Time

- 38.1 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:
- 38.1.1 Payment calculated in accordance with the provisions contained in this clause; or
  - 38.1.2 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.
- 38.2 Compensation under 38.1.1 or 38.1.2 of this clause, shall be subject to the following conditions:
- 38.2.1 on a non-working day - all time spent travelling on official business;
  - 38.2.2 (a) on a working day - subject to the provisions of subclause 38.5 of this clause, all additional time spent travelling before or after the Employee's normal hours of duty,
    - (b) provided the period for which compensation is being sought is more than a half an hour on any one day.
- 38.3 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.
- 38.4 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.
- 38.5 Compensation for excess travelling time shall exclude the following:
- 38.5.1 time normally taken for the periodic journey from home to headquarters and return;
  - 38.5.2 any periods of excess travel of less than 30 minutes on any one day;
  - 38.5.3 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;
  - 38.5.4 time from 11.00 pm on one day to 7.30 am on the following day if sleeping facilities have been provided.
  - 38.5.5 travel not undertaken by the most practical available route;
  - 38.5.6 any travel undertaken by a member of staff whose salary includes an "all incidents of employment" component;
  - 38.5.7 time within the flex time bandwidth;

38.5.8 travel overseas.

38.6 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:

$$\frac{\text{Annual salary}}{1} \times \frac{5}{260.89} \times \frac{1}{\text{Normal hours of work}}$$

38.7 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.

38.9 Time off in lieu or payment for excess travelling time or waiting time will not granted or made for more than eight hours in any period of 24 consecutive hours.

### 39. Waiting Time

39.1 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 38, Excess Travelling Time.

### 40. Travelling Compensation

40.1 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 the TAFE Commission.

40.2 The Managing Director shall require Employees to obtain an authorisation for all official travel prior to incurring any travel expense.

40.3 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.

40.4 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.

40.5 The TAFE Commission 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.

40.6 Subject to 40.9, an Employee who is required by the Managing Director to work from a temporary work location shall be compensated for accommodation and meal expenses properly and reasonably incurred during the time actually spent away from the Employee's residence in order to perform the work.

40.7 If meals are provided by the Government at the temporary work location, the Employee shall not be entitled to claim the meal allowance.

40.8 Expenses will only be reimbursed where receipts are produced.

40.9 For the first 35 days, the payment shall be:

- 40.9.1 where the TAFE Commission 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 Item 1 of Schedule 4 - Expense related, travel, motor vehicle and meal allowances, and
  - (b) actual meal expenses properly and reasonably incurred (excluding morning and afternoon teas) for any residual part day travel;

40.9.2 where the NSW TAFE Commission elects not to pay the accommodation provider, TAFE NSW shall elect to pay either:

- (a) the appropriate rate of allowance specified in item 2 of Schedule 4 – Expense related, travel, motor vehicle and meal 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 Item 2 of Schedule 4 - Expense related, travel, motor vehicle and meal allowances.

40.10 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 Item 2 of Schedule 4 – Expense related, travel, motor vehicle and meal allowances.

40.11 Long term arrangements - As an alternative to the provisions after the first 35 days at 40.9 of this clause, the TAFE Commission could make alternative arrangements for meeting the additional living expenses, properly and reasonably incurred by an Employee working from a temporary work location.

40.12 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.

40.13 This clause does not apply to Employees who are on a secondment initiated by the Employee in accordance with clause 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*.

#### **41. Meal Expenses on One Day Journeys**

41.1 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 4 - Expense related, travel, motor vehicle and meal allowances for:-

- 41.1.1 breakfast when required to commence travel at or before 6.00 am and at least 1 hour before the prescribed starting time;
- 41.1.2 an evening meal when required to travel until or beyond 6.30 pm; and
- 41.1.3 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.

## **42. Restrictions on Payment of Travelling Allowances**

- 42.1 An allowance under clause 40, Travelling Compensation is not payable in respect of:
  - 42.1.1 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;
  - 42.1.2 any period of leave, except with the approval of the Managing Director or as otherwise provided by this clause; or
  - 42.1.3 any other period during which the Employee is absent from the Employee's temporary work location otherwise than on official duty.
- 42.2 An Employee who is in receipt of an allowance under clause 40, Travelling Compensation, shall be entitled to the allowance in the following circumstances:
  - 42.2.1 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
  - 42.2.2 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;but is not entitled to any other allowance in respect of the same period.

## **43. Increase or Reduction in Payment of Travelling Allowances**

- 43.1 Where the Managing Director is satisfied that a travelling allowance is:
  - 43.1.1 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
  - 43.1.2 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.

## **44. Production of Receipts**

- 44.1 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.

## 45. Travelling Distance

- 45.1 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.

## 46. Allowance Payable for Use of Private Motor Vehicle

- 46.1 The Managing Director may authorise an Employee to use a private motor vehicle for work where:
- 46.1.1 such use will result in greater efficiency or involve the NSW TAFE Commission in less expense than if travel were undertaken by other means; or
  - 46.1.2 where the Employee is unable to use other means of transport due to a disability.
- 46.2 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*, a comprehensive motor vehicle insurance policy to an amount and in a form approved by the Managing Director.
- 46.3 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 4 - Expense related, travel, motor vehicle and meal allowances for the use of such private motor vehicle.
- 46.4 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.
- 46.4.1 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.
  - 46.4.2 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.
- 46.5 Expenses such as tolls etc. shall be refunded to Employees where the charge was incurred during approved work related travel.
- 46.7 Except as otherwise specified in this Section, an Employee shall bear the cost of ordinary daily travel by private motor vehicle between the Employee's residence and Headquarters.

#### **47. Damage to Private Motor Vehicle Used for Work**

47.1 Where a private vehicle is damaged while being used for work, any normal excess insurance charges prescribed by the insurer shall be reimbursed by the NSW TAFE Commission, provided:

47.1.1 the damage is not due to gross negligence by the Employee; and

47.1.2 the charges claimed by the Employee are not the charges prescribed by the insurer as punitive excess charges.

47.2 Provided the damage is not the fault of the Employee, the NSW TAFE Commission shall reimburse to an Employee the costs of repairs to a broken windscreen, if the Employee can demonstrate that:

47.2.1 the damage was sustained on approved work activities; and

47.2.2 the costs cannot be met under the insurance policy due to excess clauses.

#### **48. Allowance for Living in a Remote Area**

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

48.1.1 indefinitely stationed and living in a remote area as defined in clause 3, Dictionary in this Section of the Agreement; or

48.1.2 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 3, Dictionary in this Section of this Agreement.

48.2 Grade of appropriate allowance payable under this clause shall be determined as follows:

48.2.1 Grade A allowances - the appropriate rate shown as Grade A in Item 5 of Schedule 4 - Expense related, travel, motor vehicle and meal allowances in respect of all locations in a remote area, as defined in clause 3, Dictionary in this Section, except as specified in 48.2.2 and 48.2.3 of this subclause;

48.2.2 Grade B allowances - the appropriate rate shown as Grade B in Item 5 of Schedule 4 - Expense related, travel, motor vehicle and meal 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;

48.2.3 Grade C allowances - the appropriate rate shown as Grade C in Item 5 of Schedule 4 - Expense related, travel, motor vehicle and meal allowances in respect of the localities of Fort Grey, Mutawintji, Mount Wood, Nocolche, Olive Downs, Tibooburra and Yathong.

#### **49. Overseas Travel**

49.1 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.

## **50. Exchanges**

- 50.1 The Managing Director may arrange two way or one way exchanges with other organisations both public and private, if the TAFE Commission or the Employee will benefit from additional training and development which is intended to be used in the carrying out of the TAFE Commission's business.
- 50.2 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 (Item 7 of Schedule 4 - Expense related, travel, motor vehicle and meal allowances).
- 50.3 The provisions of this subclause do not apply to the loan of services of Employees to a Union. The provisions of clause 58, Conditions Applying to On Loan Arrangements in Section 3 of this Agreement apply to Employees who are loaned to a Union.

## **51. Payment of Laundry Allowance**

- 51.1 An Employee who is required by the Employer to wear a uniform is entitled to a laundry allowance as specified in Item 10 of Schedule 4 - Expense related, travel, motor vehicle and meal allowances
- 51.2 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 the NSW TAFE Commission.

## **52. Review of Expense Related Allowances Payable in Terms of This Section**

- 52.1 Adjustment of Expense Related Allowances - Allowances contained in this Section shall be reviewed as follows:
- 52.1.1 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).
- (a) clause 40, Travelling Compensation;
  - (b) clause 41, Meal Expenses on One Day Journeys;
  - (c) clause 46, Allowances Payable for the Use of Private Motor Vehicles;
  - (d) clause 32, Overtime Meal Allowances, for Breakfast, Lunch and Dinner.
- 52.1.2 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):
- (a) clause 48, Allowance for Living in a Remote Area;
  - (b) clause 51, Payment of Laundry Allowance;
  - (c) clause 32, Overtime Meal Allowances, for Supper.

### **53. Reimbursement of licences**

- 53.1 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.

### **Salary related allowances**

#### **54. Community Language Allowance Scheme (CLAS)**

- 54.1 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:
- 54.1.1 employed as interpreters and translators; and
  - 54.1.2 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 at Item 1 of Schedule 5 – Salary related allowances.

#### **55. First Aid Allowance**

- 55.1 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 at Item 2 of Schedule 5 – Salary Related Allowances.
- 55.2 The First Aid Allowance shall not be paid during periods of leave of one week or more.
- 55.3 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.

#### **56. Higher Duties Allowance**

- 56.1 An Employee who is directed to carry out a period of relief in a higher position for a period of five consecutive days or more shall be paid a higher duties allowance subject to:
- 56.1.1 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
  - 56.1.2 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
  - 56.1.3 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.

- 56.2 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.
- 56.3 Except as provided by 56.4 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.
- 56.4 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.

### **57. Certified Supervisor Allowance**

- 57.1 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*, as amended, shall be paid an amount as set out at Item 4 of Schedule 5 – Salary Related Allowances of this Section. The daily rate for such allowance shall be calculated by dividing the weekly allowance by 5.

**SCHEDULE 1 – Rates of Pay - Learning and Business Support Stream**

	Learning and Business Support	
	From 3.7.15	From 1.7.16
<b>TAFE Worker Level 1</b>		
Salary Step 1	36,620	37,536
Salary Step 2	37,456	38,392
Salary Step 3	38,309	39,267
Salary Step 4	39,184	40,164
Salary Step 5	40,076	41,078
<b>TAFE Worker Level 2</b>		
Salary Step 1	40,991	42,016
Salary Step 2	41,926	42,974
Salary Step 3	42,882	43,954
Salary Step 4	43,860	44,957
Salary Step 5	44,860	45,982
<b>TAFE Worker Level 3</b>		
Salary Step 1	45,883	47,030
Salary Step 2	46,930	48,103
Salary Step 3	48,000	49,200
Salary Step 4	49,094	50,321
Salary Step 5	50,215	51,470
<b>TAFE Worker Level 4</b>		
Salary Step 1	51,360	52,644
Salary Step 2	52,531	53,844
Salary Step 3	53,729	55,072
Salary Step 4	54,954	56,328
Salary Step 5	56,208	57,613
<b>TAFE Worker Level 5</b>		
Salary Step 1	57,489	58,926
Salary Step 2	58,800	60,270
Salary Step 3	60,142	61,646
Salary Step 4	61,513	63,051
Salary Step 5	62,917	64,490
<b>TAFE Worker Level 6</b>		
Salary Step 1	64,352	65,961
Salary Step 2	65,818	67,463
Salary Step 3	67,320	69,003
Salary Step 4	68,855	70,576
Salary Step 5	70,426	72,187
<b>TAFE Worker Level 7</b>		
Salary Step 1	72,032	73,833
Salary Step 2	73,674	75,516
Salary Step 3	75,355	77,239
Salary Step 4	77,073	79,000
Salary Step 5	78,831	80,802
<b>TAFE Worker Level 8</b>		
Salary Step 1	80,629	82,645
Salary Step 2	82,467	84,529
Salary Step 3	84,348	86,457

Salary Step 4	86,272	88,429
Salary Step 5	88,239	90,445
<b>TAFE Worker Level 9</b>		
Salary Step 1	90,252	92,508
Salary Step 2	92,310	94,618
Salary Step 3	94,416	96,776
Salary Step 4	96,569	98,983
Salary Step 5	98,771	101,240
<b>TAFE Worker Level 10</b>		
Salary Step 1	101,024	103,550
Salary Step 2	103,328	105,911
Salary Step 3	105,685	108,327
Salary Step 4	108,094	110,796
Salary Step 5	110,560	113,324

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## SCHEDULE 2 – RATES OF PAY AND CLASSIFICATION DESCRIPTORS FOR LIBRARY STREAM EMPLOYEES

### 1. LIBRARY ASSISTANT

1.1 Library Assistant – A practitioner at this level:

- 1.1.1 Performs routine activities to gain practical experience required for the operation of information systems and services to clients.
- 1.1.2 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.
- 1.1.3 Exercises judgment, where a choice of action is available within the application of clearly established standards, practices and procedures.
- 1.1.4 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.
- 1.1.5 The outcome of work undertaken is usually of direct, but short-term effect on clients, collections and co-workers.

Library Assistant	From 3.7.15 Per annum	From 1.7.16 Per annum
Year 1	45,901	47,049
Year 2	48,711	49,929
Year 3	51,766	53,060
Year 4	55,624	57,015
Year 5	57,678	59,120

### 2. LIBRARY TECHNICIAN

2.1 Grade 1 – A paraprofessional practitioner at this level:

- 2.1.1 Performs and/or assists in co-ordinating activities required for the operation and maintenance of library and information services and systems.
- 2.1.2 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.
- 2.1.3 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.
- 2.1.4 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.

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.

2.2 Grade 2 – An experienced paraprofessional practitioner or specialist at this level:

2.2.1 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.

2.2.2 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.

2.2.3 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.

2.2.4 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.

2.2.5 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.

Library Technician	From 3.7.15 Per annum	From 1.7.16 Per annum
Grade 1		
Year 1	58,687	60,154
Year 2	62,097	63,649
Year 3	65,608	67,248
Year 4	69,696	71,438
Grade 2		
Year 1	77,448	79,384
Year 2	79,891	81,888
Year 3	83,022	85,098
Year 4	87,147	89,326

### 3. LIBRARIAN

3.1 Librarian Grade 1 – A professional practitioner at this level:

3.1.1 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.

- 3.1.2 Requires sound knowledge of library and information service concepts, principles and theory, and a sound understanding of library systems, practices and procedures.
  - 3.1.3 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.
  - 3.1.4 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.
  - 3.1.5 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.
- 3.2 Librarian Grade 2 – An experienced professional practitioner and/or developing specialist at this level:
- 3.2.1 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.
  - 3.2.2 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.
  - 3.2.3 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.
  - 3.2.4 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.
  - 3.2.5 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.
- 3.3 Librarian Grade 3 – A senior professional practitioner, manager and/or specialist at this level:
- 3.3.1 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.
  - 3.3.2 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.

- 3.3.3 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.
  - 3.3.4 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.
  - 3.3.5 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.
- 3.4 Librarian Grade 4 – A principal professional practitioner and/or senior manager and/or senior specialist at this level:
- 3.4.1 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.
  - 3.4.2 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.
  - 3.4.3 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.
  - 3.4.4 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.
  - 3.4.5 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.

3.5 Librarian Grade 5 – A principal professional manager and/or principal specialist at this level:

- 3.5.1 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.
- 3.5.2 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.
- 3.5.3 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.
- 3.5.4 Work is primarily guided by organisational policies and administrative controls.
- 3.5.5 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.

Librarian	From 3.7.15 Per annum	From 1.7.16 Per annum
Grade 1 ^, ^^		
Year 1	58,687	60,154
Year 2	62,097	63,649
Year 3	65,608	67,248
Year 4	69,696	71,438
Year 5	73,195	75,025
Year 6	76,675	78,592
Grade 2		
Year 1	79,891	81,888
Year 2	83,022	85,098
Year 3	87,147	89,326
Year 4	90,646	92,912
Grade 3		
Year 1	95,413	97,798
Year 2	98,361	100,820
Year 3	102,223	104,779
Year 4	106,307	108,965
Grade 4		
Year 1	109,491	112,228
Year 2	112,713	115,531
Year 3	116,042	118,943
Year 4	119,657	122,648
Grade 5		

Year 1	123,034	126,110
Year 2	127,158	130,337
Year 3	131,247	134,528
Year 4	135,700	139,093

^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.

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## Schedule 3 – Casual hourly rates for casual only classifications

### 1. Artists Models

Classification	Casual Hourly Rate	
	From 3.7.15	From 1.7.16
Artist Model Draped	32.79	33.62
Artist Model Undraped	34.66	35.53

Note: Artists Model hourly rates in this table are inclusive of the casual loading and do not attract further penalty rates.

### 2. Disability Classroom Support (Non-Teaching)

- 2.2 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.
- 2.2.1 These classifications of staff are employed on a casual basis on an hourly rate.
- 2.2.2 These casual hourly rates include a loading of 15% plus 8 1/3% (1/12th pro rata annual leave).
- 2.2.3 Minimum engagement and payment on any one day is 2 hours.
- 2.2.4 The standard period of engagement on any one day should not exceed eight hours.
- 2.2.5 Where an engagement on any one day exceeds eight hours, overtime shall be paid in accordance with clause 28, Overtime Worked by Day Workers for all hours required to be worked in excess of eight hours.
- 2.2.6 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.

Disability Classroom Support (Non-Teaching)	From 3.7.15 Per hour	From 1.7.16 Per annum
Sign Language Interpreter (ph)	59.87	61.37
Disability Assistant (ph) (Notetaker / Reader / Writer)	40.05	41.05
Disability Assistant (ph) (Personal / Mobility)	30.92	31.69

### 3. Examination Supervisors

- 3.1 Examination Supervisor Grade 1 – means a person engaged as such and whose duties include supervising examinations conducted by the TAFE Commission, and performing associated administrative duties.
- 3.2 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.
- 3.3 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.
- 3.4 Contract of Employment
- 3.4.1 Examination Supervisors shall be employed on a casual basis. The rates of pay provided in this Schedule are all inclusive rates in recognition of the casual nature of the employment.
- 3.4.2 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.
- 3.4.3 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.
- 3.4.4 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.
- 3.5 Cancellation of Examination
- 3.5.1 This subclause applies when an Examination Supervisor is offered and accepts work prior to a scheduled examination, and the examination is subsequently cancelled.
- 3.5.2 Subject to subparagraph 3.5.3, 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.
- 3.5.3 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 3.5.2 shall not apply.

Examination Supervisor	From 3.7.15 Per hour	From 1.7.16 Per hour
Grade 1	26.71	27.38

Grade 2	28.60	29.32
Grade 3	33.03	33.86

#### Schedule 4 - Expense Related 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)	
	41.1.1	Breakfast	25.90
	41.1.2	Dinner	49.65
	41.1.3	Lunch	29.15
		Tier 2 and other country centres (see list in item 2)	
	41.1.1	Breakfast	23.20
	41.1.2	Dinner	45.70
	41.1.3	Lunch	26.50
2	40.9.2	Travelling allowances	
		Capital cities	Per day
		Adelaide	280.45
		Brisbane	328.45
		Canberra	291.45
		Darwin	339.45
		Hobart	255.45
		Melbourne	296.45
		Perth	356.45
		Sydney	308.45
	40.9.2	High cost country centres	Per day
		Albany (WA)	302.45
		Alice Springs (NT)	273.45
		Broome (WA)	383.45
		Bunbury (WA)	278.45
		Burnie (TAS)	283.45
		Cairns (QLD)	263.45
		Carnarvon (WA)	274.45
		Castlemaine (VIC)	263.45
		Christmas Island (WA)	303.45
		Cocos (Keeling) Islands	408.45
		Dalby (QLD)	267.45
		Dampier (WA)	298.45
		Derby (WA)	313.45
		Devonport (TAS)	263.45
		Emerald (QLD)	279.45
		Exmouth (WA)	378.45
		Geraldton (WA)	298.45
		Gladstone (QLD)	310.45
		Gold Coast (QLD)	272.45
Halls Creek (WA)	322.45		
Hervey Bay (QLD)	280.45		
Horn Island (QLD)	323.45		
Jabiru (NT)	315.45		

Kalgoorlie (WA)	282.45
Karratha (WA)	470.45
Katherine (NT)	257.45
Kingaroy	257.45
Kununurra (WA)	325.45
Mackay (QLD)	284.45
Mount Isa (QLD)	283.45
Mudgee (NSW)	258.45
Newcastle (NSW)	278.45
Newman (WA)	318.45
Norfolk Island	452.45
Port Hedland (WA)	418.45
Port Pirie (SA)	263.45
Thursday Island (QLD)	323.45
Wagga Wagga (NSW)	264.45
Weipa (QLD)	261.45
Wilpena-Pound (SA)	290.45
Wollongong (NSW)	259.45
Wonthaggi (VIC)	261.45
Whyalla (SA)	279.45
Yulara (NT)	403.45
Tier 2 country centres	Per day
Ararat (VIC)	282.80
Armidale (NSW)	282.80
Bairnsdale (VIC)	282.80
Ballarat (VIC)	282.80
Bathurst (NSW)	282.80
Bendigo (VIC)	282.80
Bordertown (SA)	282.80
Broken Hill (NSW)	282.80
Bundaberg (QLD)	282.80
Ceduna (SA)	282.80
Coffs Harbour (NSW)	282.80
Cooma (NSW)	282.80
Dubbo (NSW)	282.80
Echuca (VIC)	282.80
Esperance (WA)	282.80
Geelong (VIC)	282.80
Gosford (NSW)	282.80
Goulburn (NSW)	282.80
Hamilton (VIC)	282.80
Horsham (VIC)	282.80
Innisfail (QLD)	282.80
Kadina (SA)	282.80
Launceston (TAS)	282.80
Maitland (NSW)	282.80
Mildura (VIC)	282.80
Mount Gambier (SA)	282.80
Muswellbrook (NSW)	282.80
Naracoorte (SA)	282.80
Orange (NSW)	282.80
Port Augusta (SA)	282.80
Portland (VIC)	282.80
Port Lincoln (SA)	282.80

		Port Macquarie (NSW)	282.80
		Queanbeyan (NSW)	282.80
		Renmark (SA)	282.80
		Rockhampton (QLD)	282.80
		Roma (QLD)	282.80
		Seymour (VIC)	282.80
		Swan Hill (VIC)	282.80
		Tamworth (NSW)	282.80
		Tennant Creek (NT)	282.80
		Toowoomba (QLD)	282.80
		Townsville (QLD)	282.80
		Tumut (NSW)	282.80
		Warnambool (VIC)	282.80
		Other country centres Daily allowance payable after 35 days and up to 6 months in the same location - all locations	257.80 50% of the appropriate location rate
3		Use of private motor vehicle	Cents per kilometre
	46.3	Official business Engine capacity- 2601cc and over	77.0
		1601cc-2600cc	76.0
		1600cc or less	65.0
	46.3	Casual rate (40% of official business rate) Engine capacity- 2601cc and over	30.8
		1601cc-2600cc	30.4
		1600cc or less	26.0
		Motor cycle allowance (50% of the 1600cc or less official business rate)	32.5
4		Remote areas allowance	Per annum
	48.2.1	With dependants - Grade A	1,970 pa
	48.2.2	- Grade B	2,613 pa
	48.2.3	- Grade C	3,490 pa
		Without dependants	
	48.2.1	- Grade A	1,375 pa
	48.2.2	- Grade B	1,832 pa
	48.2.3	- Grade C	2,444 pa
5	50.2	Exchanges	Actual cost
6	51.1	Laundry allowance	4.70 per week
7	32.2	Overtime meal allowances	
		Breakfast	28.80
		Lunch	28.80
		Dinner	28.80
		Supper	10.70

## SCHEDULE 5 – SALARY RELATED ALLOWANCES

1. The allowances under this schedule are adjusted in line with salary increases.

		From 3.7.15 Per annum	From 1.7.16 Per annum
	Salary related allowances		
1	Community Language Allowance		
	Base Level (per annum)	1,312	1,345
	Higher Level (per annum)	1,972	2,021
2	First Aid Allowance (per annum)		
	Holders of basic qualifications	858	879
	Holders of current occupational first aid certificate	1,269	1,301
3	On-Call Allowance (cents per hour)	92cph	94cph
4	Certified Supervisor Allowance – per week	\$38.09	39.04
	Certified Supervisor Allowance – per day	\$7.62	\$7.81
5	Broken Shift Allowance	18.30	18.80
6	Broken shift excess fares allowance (per shift)	9.45	9.69

## SCHEDULE 6 - WORK LEVEL STANDARDS

Factor	Accountability	Task Complexity	Skill and knowledge	Breadth	Context
<b>Description</b>	This factor defines the nature and extent of the outcomes over which the role has responsibility, including both the direct and indirect impact the role has on the delivery of these outcomes.	This factor examines how complex the role is, and the level of judgement, reasoning and problem solving required:  Measurements include: <ul style="list-style-type: none"> <li>• job content – tasks, activities, functions, programs, or projects</li> <li>• characteristics of the subject matter, task or role</li> <li>• the level of interpretation, analysis and evaluation involved</li> <li>• the level of judgement, problem solving and decision making required</li> </ul>	This factor looks at the level and type of skills and knowledge gained through a combination of education, training and experience, required to effectively perform the duties of the role.	This factor outlines: <ul style="list-style-type: none"> <li>• the diversity and span of control</li> <li>• the level and type of authority the role has in the organisation</li> <li>• The size of the impact decisions made at this level have</li> </ul>	This factor outlines the level of independence the role has and the extent the performance of work is influenced by other factors.

### Levels of supervision

#### Close supervision

Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviations from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.

#### Routine supervision

Direction is provided on the tasks to be undertaken with some independence to rearrange the order work tasks are completed and how they are completed. Guidance on how established procedures can be implemented is provided in instructions. Guidance on how to deal with non-standard circumstances or uncommon issues is provided by a supervisor. Regularity of checking in with a supervisor is selective rather than constant and required.

### **General direction**

Direction is provided on the assignments to be undertaken, with the employee determining the appropriate use of established methods, tasks and task order. There is some scope for an employee to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked upon assignment completion.

### **Broad direction**

Direction is provided in terms of broad goals, which may require the employee to organise the planning of staff, 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 the achievement of the goals.

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Level	Accountability	Task Complexity	Skill and knowledge	Breadth	Context
<p><b>TAFE Level 1</b></p> <p><b>Roles that complete simple routine tasks and are closely monitored</b></p>	<p><b>Roles at this level are generally accountable for:</b></p> <p>Completing simple routine tasks and exchanging basic information with others. This may include employees in the immediate work unit and/or external stakeholders e.g. customers/students</p> <p>Timely completion of own work as instructed by supervisor</p>	<p>Work tasks are easy to understand and are done regularly</p> <p>Tasks are limited in scope and not likely to change over time</p> <p>Tasks are performed according to established guidelines and specific instructions</p> <p>Tasks are mostly manual and follow a logical order</p> <p>Any issues or problems are referred to a supervisor</p>	<p>Roles do not require formal qualifications or work experience prior to commencement</p> <p>Tasks at this level can be learned with a few hours of instruction</p> <p>Basic levels of reading, writing, numeracy and communication are required to understand directions and perform tasks</p> <p>Roles may require a basic level of computer literacy</p>	<p>The focus is on routine, repetitive and mostly manual tasks</p> <p>Work may be seen as incidental work unit's goals</p> <p>Work impacts a small number of stakeholders</p>	<p>Work performed follows documented and clear procedures and guidelines</p> <p>Works under close supervision, with all tasks being subject to review</p>

Level	Accountability	Task Complexity	Skill and knowledge	Breadth	Context
<p><b>TAFE Level 2</b></p> <p><b>Roles that assist business and customer focused support, operational, teaching, learning or technical tasks and duties, and complete standardised routines and services to meet clearly defined objectives</b></p>	<p><b>Roles at this level are generally accountable for:</b></p> <p>Delivering basic services and exchanging information with others. This may include employees in the immediate work unit and/or external stakeholders e.g. customers/students</p> <p>Timely completion of own work as instructed by supervisor</p> <p>May be required to provide simple instructions and communicate basic information to new and/or more junior staff to ensure they understand work procedures and tasks</p>	<p>Work requires completing a range of similar and straightforward tasks which have common goals</p> <p>Tasks are limited in scope but may change slightly over time</p> <p>Tasks are performed in accordance with established guidelines and instructions</p> <p>Roles may slightly rearrange task order as long as work priorities and goals are still achieved</p> <p>Simple problems are resolved by following basic guidelines . More complex problems are referred to a supervisor</p>	<p>The skills and knowledge (work experience) required to perform at this level are in line with the learning outcomes defined in the Australian Qualifications Framework (AQF) Level 2.</p> <p>Work can be learned with a few days of instruction and on the job training</p> <p>Roles require a basic level of computer literacy</p>	<p>The focus is on routine and similar tasks</p> <p>Work contributes to the daily operations of the team/work unit</p> <p>Work impacts a small number of stakeholders</p>	<p>Work performed follows documented and clear procedures and guidelines with the role having some opportunity to suggest changes to task order and work practices</p> <p>Routine supervision is provided on standard tasks. Close supervision is provided for more complex or new tasks</p> <p>Roles may perform tasks independently in the short term or make minor changes to the way work is done; however supervisors are required to approve any change</p>
<p><b>TAFE Level 3</b></p> <p><b>Roles that are performing business and customer focused support, operational,</b></p>	<p><b>Roles at this level are generally accountable for:</b></p> <p>Delivering basic services and exchanging information with others. This may include</p>	<p>Work requires performance of a variety of related and connected tasks</p>	<p>The skills and knowledge required to perform at this level are in line with the learning outcomes</p>	<p>The focus is on relatively routine but inter-connected tasks within a single area of</p>	<p>Work follows documented and clear procedures and guidelines</p> <p>There is some opportunity to suggest changes to task</p>

Level	Accountability	Task Complexity	Skill and knowledge	Breadth	Context
<p><b>teaching, learning or technical tasks and duties and complete standard routines and services to meet clearly defined objectives</b></p>	<p>employees in and outside the immediate work unit and/or external stakeholders e.g. customers/students</p> <p>Organising own work in line with established targets, quality requirements,</p> <p>Effective use of resources provided (e.g. materials, tools)</p> <p>Providing simple directions to new and/or less experienced staff</p>	<p>Tasks are mostly routine and well understood, but may vary from one day to the next</p> <p>Work is performed according to clear guidelines and procedures.</p> <p>Positions may make minor changes to how work is performed</p> <p>Basic problems are solved by following established guidelines and/or using knowledge and skills</p> <p>Typically there is a common theme to the tasks, problems, and stakeholders</p> <p>May identify and suggest ways to improve work processes</p>	<p>defined in the AQF Level 3.</p> <p>Roles require general education standards that combine secondary school education <b>and/or</b> occupational training with limited work experience <b>and/or</b> on-the-job training and relevant skills and experience to an equivalent standard</p> <p>Roles require the knowledge and skills needed to understand and apply work procedures and a basic understanding of the overall work flow i.e. what happens before and after</p> <p>Roles require computer literacy</p>	<p>work performed at a local level</p> <p>Work enables the team/work unit to perform its daily operations and meet client needs</p> <p>Work impacts a small number of stakeholders</p> <p>May provide basic supervision to a small number of employees, where those supervised perform straightforward, routine tasks</p>	<p>order, work practices and schedules</p> <p>Role operates fairly independently with regular, routine supervision. Guidance is available for new and complex tasks.</p> <p>Receives detailed direction on unusual or difficult aspects of work</p>

Level	Accountability	Task Complexity	Skill and knowledge	Breadth	Context
<p><b>TAFE Level 4</b></p> <p><b>Role requiring a high level of capability to deliver business and customer focused support, teaching, learning or technical services to meet clearly defined objectives</b></p>	<p><b>Roles at this level are generally accountable for:</b></p> <p>Delivering services and information to others. This may include employees in and outside the immediate work unit and/or external stakeholders e.g. customers/students</p> <p>Work outcomes are achieved through their own efforts or by supervising a small team</p> <p>Communicating with stakeholders to identify their needs and provide information</p> <p>Organising own work and that of any staff supervised following established guidelines and assigned goals</p> <p>Effective use of resources provided (e.g. materials, tools, team members) by self and/or team (where applicable)</p> <p>May assist with the basic development of staff</p>	<p>Work requires performance of a range of related and unrelated, sometimes moderately complex tasks within a specific area of work</p> <p>Work is performed independently according to clear guidelines and procedures.</p> <p>Positions may select from established methods or procedures to accomplish tasks as long as goals are achieved</p> <p>Problems are resolved by considering alternative courses of action or by slightly changing commonly used procedures May provide suggestions to improve work processes</p>	<p>The skills and knowledge required to perform at this level are in line with the learning outcomes defined in the AQF Level 4.</p> <p>Roles require general education standards that combine secondary school education <b>and/or</b> occupational training with limited work experience <b>and/or</b> on-the-job training and relevant skills and experience to an equivalent standard</p> <p>Roles require knowledge and skills to understand and apply technology and work procedures</p> <p>Work may involve applying a level of accuracy and precision gained through experience</p> <p>Roles may require ability to supervise others</p>	<p>Roles perform a range of diverse tasks within an area of work/areas of work</p> <p>May supervise a small team responsible for the delivery of services</p> <p>Work impacts a moderate number of internal and external stakeholders</p>	<p>Work is performed according to specific instructions or standard operating procedures and guidelines</p> <p>May make minor changes to work schedules or sequences</p> <p>Role operates fairly independently, following general directions. Guidance is available when needed</p>

<p><b>TAFE Level 5</b></p> <p><b>Roles requiring knowledge and experience in a relevant field or technical area to work across a range of tasks within an activity</b></p>	<p><b>Roles at this level are generally accountable for:</b></p> <p>Delivering services and information to others. This may include employees in and outside the immediate work unit and/or external stakeholders e.g. customers/students</p> <p>Work outcomes are achieved through their own efforts or by supervising a team</p> <p>Communicating with stakeholders to identify needs, provide information and resolve enquiries in line with TAFE policies</p> <p>Collaborating with other teams to deliver services</p> <p>Determining and monitoring own work program and that of any staff supervised within established guidelines and assigned goals</p> <p>Ensuring effective use of resources provided (e.g. materials, tools, team members) by self and/or team</p> <p>Role may define the standard of service to be provided</p>	<p>Work requires the completion of related and unrelated, moderately complex tasks across several areas of work</p> <p>A range of techniques, methods, knowledge or processes are applied in evaluating a task or problem, developing a plan and carrying out the work within agreed goals</p> <p>Problems are not always routine, and may require some creativity in developing solutions to resolve them. However, solutions implemented must be within established guidelines or supervisor approval is required</p> <p>May recommend and implement suggestions to improve work processes</p>	<p>The skills and knowledge required to perform at this level are in line with the learning outcomes defined in the AQF Level 5.</p> <p>Roles require general education standards that combine tertiary education <b>and/or</b> occupational training with limited work experience <b>and/or</b> on-the-job training and relevant skills and experience to an equivalent standard</p> <p>Roles require knowledge and skills to understand and apply more complex technology, work procedures and workflow</p> <p>Work requires the ability to apply technical, business support, customer support or commercial skills</p> <p>Roles may require ability to supervise others</p>	<p>Roles perform a diverse, often complex range of tasks across several areas of work</p> <p>May supervise a team responsible for delivery of services</p> <p>Work impacts a moderate number of internal and external stakeholders</p>	<p>The role has some independence in achieving agreed goals by balancing day to day priorities and varying the number and order of tasks</p> <p>Role is guided by policy, precedent and professional/occupational standards</p> <p>For supervisory positions, the role may plan rosters and allocate staff within defined guidelines</p>
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Level	Accountability	Task Complexity	Skill and knowledge	Breadth	Context
<p><b>TAFE Level 6</b>  <b>Roles requiring advanced knowledge and experience in a relevant field or technical area to work</b></p>	<p><b>Roles at this level are generally accountable for:</b>            Working effectively within a team environment to deliver services to others. This may include employees in and</p>	<p>Work requires applying relevant knowledge, skills and experience to achieve defined work goals/outcomes</p>	<p>The skills and knowledge required to perform at this level are in line with the learning outcomes defined in the AQF Level 6.</p>	<p>Roles coordinate the integration of tasks within a particular area of work and/or across several areas of work</p>	<p>The role works with general direction but may determine the appropriate use of established methods, tasks and scheduling to accomplish goals</p>

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<p><b>across a range of tasks within an activity/activities</b></p>	<p>outside the immediate work unit and/or external stakeholders e.g. customers/students</p> <p>Work outcomes are achieved through their own efforts or by supervision of a team</p> <p>Communicating with stakeholders to provide information and advice, resolve enquiries, gain cooperation in the administration of defined activities, or to ensure compliance with technical, commercial and business/customer support requirements</p> <p>Coordinating and monitoring the daily operation of a work area which may include the supervision, assignment of tasks and co-ordination of employees</p> <p>Providing advice based on technical or specialist knowledge and deciding between alternative courses of action</p>	<p>Problems are often unusual, with complex or technical problems requiring some creativity and adaptation of guidelines and procedures to resolve them</p> <p>May recommend and implement changes to improve work processes</p>	<p>Roles require general education standards that combine tertiary education <b>and/or</b> occupational training with work experience <b>and/or</b> on-the-job training and relevant skills and experience to an equivalent standard</p> <p>Roles require knowledge and skills to understand and apply the functions, methods, techniques and operations of the work area</p> <p>Work may require the ability to identify and resolve technical/advanced problems</p> <p>Roles may require some experience in supervising others</p>	<p>Work impacts a large number of internal and external stakeholders and requires interaction with other work units</p> <p>May supervise a team of technical, business/customer support or non-professional employees <b>or</b> be a specialist providing services within a specific field</p>	<p>Roles balance day-to-day priorities and may modify work processes without referring to a supervisor for approval, as long as the changes are within aligned with established procedures and standard practices</p> <p>May be expected to diagnose complex problems and begin problem resolution</p>
<p><b>TAFE Level 7</b></p> <p><b>Roles providing sound advice within their</b></p>	<p><b>Roles at this level are generally accountable for:</b></p>	<p>Work requires the application of operational, professional or</p>	<p>The skills and knowledge required to perform at this level are in line with the learning outcomes</p>	<p>Roles manage the integration of tasks across different areas of work. These areas of</p>	<p>The role is provided broad direction in terms of objectives, having a high level of independence and</p>

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<p><b>field and/or managing a service or work teams across a range of activities</b></p>	<p>Working effectively within a team environment to deliver services, advice and information to others. This may include employees in and outside the immediate work unit and/or external stakeholders e.g. customers/students</p> <p>Work outcomes are achieved through their own efforts or by supervision of a team/teams</p> <p>Communicating with and influencing stakeholders to resolve enquiries and achieve work goals</p> <p>Monitoring and reporting issues which may impact the delivery of services, resolving straightforward issues and reporting outcomes to supervisor</p> <p>Providing specialist input into policy or systems development</p> <p>Contributing to development of staff</p>	<p>technical expertise to a range of related work areas</p> <p>Work is performed independently within guidelines and/or procedures</p> <p>The position may vary how work is performed within the scope of the occupation or profession</p> <p>Solves unusual and sometimes complex operational problems by analysing alternative courses of action and their implications. This may require interpretation of existing regulations, policies or procedures</p> <p>May be required to modify or adapt techniques or processes within policy or regulatory guidelines</p> <p>May develop and implement</p>	<p>defined in the AQF Level 7</p> <p>Roles require general education standards that combine tertiary education <b>and/or</b> occupational training with work experience <b>and/or</b> on-the-job training and relevant skills and experience to an equivalent standard</p> <p>Roles apply established technical, professional, business/customer support or commercial knowledge under the supervision of a more experienced professional</p> <p>Roles may require experience to supervise one or more teams</p>	<p>work need to be coordinated with other areas of work and may impact the attainment of key outcomes</p> <p>May supervise one or more teams of technical, business/customer support or professional employees or be a specialist providing services across an entire field</p> <p>Work impacts a large number of internal and external stakeholders and requires interaction with other work units</p>	<p>autonomy in how the work is completed within broad guidelines</p> <p>Positions may be required to undertake planning of staff, time and material resources in the completion of work goals</p> <p>May be required to certify the quality of work performed or the integrity of the services provided</p>

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		operational plans for their area of work, including resource planning and/or developing proposals for resource allocation			
<b>TAFE Level 8</b> <b>Roles providing specialist advice within their field and/or managing a service or work teams across a range of activities/areas</b>	<p><b>Roles at this level are generally accountable for:</b></p> <p>Contributing to and/or planning, developing and overseeing the delivery of services, advice and information to others. This may include employees in and outside the immediate work unit and/or external stakeholders e.g. customers/students</p> <p>Contributing to the development and implementation of procedures or operational policies, practices and standards within the role's specific area of work</p> <p>Developing staff and influencing others in the achievement of work goals</p> <p>Identifying, analysing, resolving and reporting</p>	<p>Work requires application of organisation, professional or technical expertise to a diverse range of activities</p> <p>May be required to develop or modify operational methods, policies and practice guided by organisation frameworks, precedents and subject matter</p> <p>Solves unusual and sometimes complex problems by analysing alternative courses of action and their implications. This may require interpretation of existing regulations,</p>	<p>The skills and knowledge required to perform at this level are in line with the learning outcomes defined in the AQF Level 7</p> <p>Roles require general education standards that combine tertiary school education <b>and/or</b> occupational training with substantial work experience <b>and/or</b> on-the-job training and relevant skills and experience to an equivalent standard</p> <p>Roles apply established technical, professional, business/customer support or commercial knowledge</p> <p>Roles understand business plans and strategies, professional bodies of knowledge,</p>	<p>Roles provide advice to others and implement programs impacting a number of Institute areas/units.</p> <p>May supervise and develop one or more teams of technical, business/customer support or professional employees; or be a specialist providing a variety of services which impact across the Institute/s</p>	<p>The role is provided broad direction on the work to be undertaken, and is able to modify or redefine operational practices and procedures within policy, frameworks or regulatory guidelines</p> <p>May be required to resolve more complex operational problems independently</p>

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	issues which may impact service delivery	<p>policies or procedures</p> <p>May define the standard or service to be delivered and can modify plans to achieve the required outcomes</p>	<p>commercial and financial practices and how TAFE is structured and operates</p> <p>Roles may require experience to supervise one or more teams</p>		
<p><b>TAFE Level 9</b></p> <p><b>Experienced specialists providing advice in a specific field, or leaders of a team or service across a range of activities/organisation areas</b></p>	<p><b>Roles at this level are generally accountable for:</b></p> <p>Planning and coordinating services, advice and information to others. This may include employees in and outside the immediate work unit and/or external stakeholders e.g. customers/students).</p> <p>Developing and implementing changes to programs, practices or standards for their area of responsibility or a specific program of work</p> <p>Managing and developing a team/teams which may include professionals and/or technical experts and/or staff who interact with external stakeholders</p> <p>Managing projects/services/activities</p>	<p>Work may be specialised and highly complex</p> <p>Frequently solves unusual, sometimes complex problems that require research, analysis and evaluation</p> <p>May develop and/or modify operational policies and plans</p>	<p>The skills and knowledge required to perform at this level are in line with the learning outcomes defined in the AQF Level 7</p> <p>Roles require general education standards that combine tertiary education <b>and/or</b> occupational training with substantial work experience <b>and/or</b> on-the-job training and relevant skills and experience to an equivalent standard</p> <p>Roles apply advanced technical, professional, business/customer support or commercial knowledge</p> <p>Work may require management capability</p>	<p>Roles develop and/or review business/customer support and/or operational processes and standards which impact a large range of stakeholders</p> <p>May manage one or more teams; or be a specialist providing services which have a significant impact across the Institute/s</p>	<p>The role works independently within broad guidelines</p> <p>The role defines the standard of service in their area of work, and may influence policies and procedures in order to attain this standard</p> <p>Guidance is provided for aspects of work involving new techniques or relate to areas outside the role's normal span of activity</p>

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	within agreed budgets, including the effective allocation of resources, making business/customer support decisions, and resolving conflicts		<p>Roles understand and interpret business plans and strategies, professional bodies of knowledge, commercial and financial practices and know how TAFE is structured and operates</p> <p>Knowledge of key policies, precedents and practices, or project requirements that demand ideas, evaluation of alternatives and the generation of solutions</p>		
<p><b>TAFE Level 10</b></p> <p><b>Recognised specialists providing high-level and/or complex advice in a professional field or technical area, and/or leading a team(s) or service</b></p>	<p><b>Roles at this level are generally accountable for:</b></p> <p>Planning, developing and managing the delivery of significant services, projects, programs and/or providing expert, specialised advice to senior internal and external stakeholders</p>	<p>Work is highly specialised and complex</p> <p>Solves a diverse range of complex problems where little precedent exists, and resolution of problems requires</p>	<p>The skills and knowledge required to perform at this level are in line with the learning outcomes defined in the AQF Level 7.</p> <p>Roles require general education standards that combine tertiary education <b>and/or</b></p>	<p>Roles coordinate different areas of work to deliver outcomes which impact a large range of stakeholders</p> <p>Work may extend beyond the immediate work unit environment and may have a lasting</p>	<p>The role works independently within broad policy objectives/guidelines</p> <p>The role may design and establish protocols and work practices, and facilitate changes in service in order to achieve objectives.</p>

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	<p>Contributing to the development and implementation of Institute objectives, policies and programs</p> <p>Managing implementation and on-going monitoring of systems, processes and practices</p> <p>Managing, motivating and developing employees and teams to achieve work goals <b>and/or</b> is a recognised reference point in relation to policy, precedent, methods and resolution of problems</p> <p>Managing/overseeing the operational performance, delegation, resource allocation and forward planning of a work unit or project</p> <p>Influencing and persuading others in the achievement of difficult objectives; which may involve conflict resolution</p> <p>Allocating and monitoring use of resources, including delivery of external services, within agreed budgets</p>	<p>creative and analytical thinking</p> <p>May develop and/or modify operational policies and plans within the context of established organisation policies</p> <p>May deal with different client groups, diverse issues or need to engage a range of stakeholders with different priorities</p> <p>May identify, communicate and mitigate risk</p>	<p>occupational training with substantial work experience <b>and/or</b> on-the-job training and relevant skills and experience to an equivalent standard</p> <p>Roles at this level require well developed skills in a specialised field</p> <p>Work may require management experience including instructing staff and reviewing quality of work</p> <p>Requires the ability and experience to interpret and implement business plans and strategies, evaluate alternatives and develop and implement solutions</p>	<p>impact on the work of others</p> <p>The modification or development of methods, guidelines or policies may affect the role itself, or the way work is performed by others</p> <p>The role may have substantial management responsibility for diverse areas of work and/or employees; or, be a specialist providing services/advice which impact across the Institute/s</p>	<p>May be an specialist reference point for others</p>

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	Monitoring, evaluating and reporting on performance in the delivery of customer service				

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