



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Sunraysia Institute of TAFE**  
(AG2024/2460)

## **SUNRAYSIA INSTITUTE OF TAFE ENTERPRISE (PACCT) AGREEMENT 2023**

Educational services

DEPUTY PRESIDENT BELL

MELBOURNE, 30 JULY 2024

*Application for approval of the Sunraysia Institute of TAFE Enterprise (PACCT) Agreement 2023.*

[1] An application has been made for approval of an enterprise agreement known as the *Sunraysia Institute of TAFE Enterprise (PACCT) Agreement 2023* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by the employer Sunraysia Institute of TAFE. The Agreement is a single enterprise agreement.

[2] The *notification time* for the Agreement under s.173(2) was 24 October 2023 and the Agreement was *made* on 26 June 2024. Accordingly, both the *genuine agreement* and the *better off overall test* requirements are those applying on and from 6 June 2023.<sup>1</sup>

[3] The employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. Pursuant to s.201(3), the undertakings are taken to be a term of the Agreement.

[4] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188, 190, 193 and 193A as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer. However, taking into account the factors in sections 186(3) and (3A), I am satisfied that the group of employees was fairly chosen.

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<sup>1</sup> The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Fair Work Act. Those changes broadly commenced operation on 6 June 2023, subject to various transitional arrangements which are not applicable to the present application.

[5] The National Tertiary Education Industry Union (NTEU), being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[6] The Agreement was approved on 30 July 2024 and, in accordance with s.54 of the Act, will operate from 6 August 2024. The nominal expiry date of the Agreement is 31 December 2024.



DEPUTY PRESIDENT

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<AE525623 PR777672>

## Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2024.2460

Applicant: Sunraysia Institute of TAFE

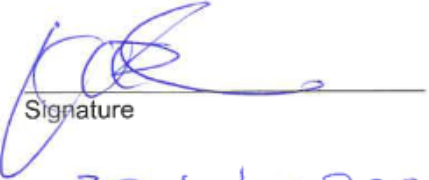
Section 185 – Application for approval of a single enterprise agreement

### Undertaking – Section 190

I, Angela Gransden, Head of People and Culture have the authority given to me by Sunraysia Institute of TAFE [Sunraysia TAFE] to give the following undertakings with respect to the Sunraysia Institute of TAFE Enterprise (PACCT) Agreement 2023 ("the Agreement"):

1. Effective from the date of operation of the Agreement, SuniTAFE will pay employees classified at PACCT Level 1, at the rate of pay equivalent to PACCT Level 2.3 in Appendix 1.
2. Effective from the date of operation of the Agreement, SuniTAFE will pay employees classified at the PACCT 2.1-2.2, at the rate of pay equivalent to PACCT Level 2.3 in Appendix 1.
3. Sunraysia TAFE will ensure payment to an employee required to work on a public holiday complies with the minimum engagement period prescribed by the Educational Services (Post Secondary Education) Award 2020.
4. Where Sunraysia TAFE engages an employee under a permanent night shift arrangement, the employee will be paid a shift penalty as prescribed in Clause 20.2 of the Educational Services (Post Secondary Education) Award 2020.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

  
Signature

  
Date

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



# Sunraysia Institute of TAFE

## ENTERPRISE (PACCT) AGREEMENT

### 2023



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## 1. TITLE

This Agreement shall be known as the Sunraysia Institute of TAFE Enterprise (PACCT) Agreement 2023.

## PART A APPLICATION AND OPERATION OF AGREEMENT

## 2. DEFINITIONS

For the purposes of this Agreement:

"Act"	means the Fair Work Act 2009 (Cth) as amended from time to time
"Agreement"	means this Agreement
"Casual Employee"	means a person is a casual employee of an employer if: <ul style="list-style-type: none"> <li>• An offer of employment made by the employer to the person is made on the basis that the employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the person; and</li> <li>• The person accepts the offer on that basis; and</li> <li>• The person is an employee as a result of that acceptance.</li> </ul>
"CEO"	means Chief Executive Officer
"Contracted hours"	means a regular pattern of work that the employer and a part-time employee agree to including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times for each day.
"FWC"	means Fair Work Commission or its successor
"Employee"	means Professional, Administrative, Clerical, Computing and Technical employees other than Executives employed under an Executive contract pursuant to the Ministerial Direction to TAFE institutes on the employment of employees.
"Employee Appraisal"	means process to appraise employee's performance
"Employees member's family or household"	means a spouse, de facto partner, child,

	parent, grandparent, grandchild or a sibling of the employee; or a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
"Employer"	means Sunraysia Institute of TAFE
"Fixed Term Employee"	means a person who is employed either full-time or part-time pursuant to a written contract which specifies the date the employee is to commence work and the date on which employment will terminate
"Full-time Employee"	means an Employee who is employed to work the ordinary hours of duty prescribed by this Agreement
"HHRs"	means Head of Human Resource Services
"Incumbent"	means a person occupying a position as an employee
"Institute"	means Sunraysia Institute of TAFE and its successors in law
"LCC"	means Local Consultative Committee
"NES"	means the National Employment Standards as contained in sections 59 to 131 of the Fair Work Act 2009 (Cth)
"Ordinary rate per hour"	means the hourly rate payable to an employee by applying the formula: Annual Salary/26.0893/76
"Overtime"	means time authorised to be worked by an employee in excess of or outside of the ordinary hours of duty provided that a part-time employee will be paid overtime for all authorised time worked in excess of or outside the ordinary hours of duty and for any time worked in excess of their contracted hours.
"PACCT Employees"	means Professional Administrative Clerical Computing and Technical employees
"Party" and "Parties"	means, unless otherwise stated signatories to this Agreement
"Partner" (Spouse)	where present throughout this Agreement, "spouse" will be read as "partner" and defined as a person who is a member of a couple, living together in a married or de-facto relationship, without discrimination as to gender and includes a former partner of the employee.
"Part-time Employee"	means an employee other than a casual employee who is employed to work for less than the ordinary hours of work prescribed by this Agreement
"Public Holiday"	means any or all of the holidays specified in clause 34 Public Holidays of this Agreement
"RAP"	means Reclassification Appeals Panel
"Regulations"	means the Fair Work Regulations 2009 as amended from time to time
"Schedules"	means the schedules annexed to this Agreement
"Shiftworker for the purpose of the NES"	Means an employee that works 7 Day shift work under clause 32 and works ten Sundays or more in a year.

"Supervisor"	means the immediate superior to the incumbent.
"Union"	means the National Tertiary Education Union

### 3. PREAMBLE

- 3.1. The key principle underpinning this Agreement is that both management and PACCT Employees have a common interest in working together to ensure that the Institute is in a sound financial position as a key means of improving security of employment and job satisfaction.
- 3.2. The parties are committed to working together to develop a committed, flexible and skilled workforce that is focused on providing client focused and cost effective services to the employees and customers of the Institute.
- 3.3. The parties undertake to work together to bring about organisational reform, implement appropriate work practices and to facilitate the cooperative introduction of workplace cultural change.
- 3.4. The measures contained in this Agreement are a further step towards development of strategies which allow for career development, promotion of efficiency of employees and provision of incentives for individual performance.
- 3.5. The Agreement is part of a process of improving productivity and employee commitment to the Strategic Plan of the Institute whilst acknowledging the constraints of funding, revenue generation and increased competition being experienced in the core business areas of the Institute.

### 4. RELATIONSHIP TO OTHER AGREEMENTS AND THE NES

- 4.1. This Agreement constitutes a comprehensive agreement and wholly displaces any existing enterprise agreements, which may otherwise but for this clause, apply to those Employees whose employment falls within the scope of this Agreement.
- 4.2. This Agreement shall be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

### 5. APPLICATION OF AGREEMENT AND PARTIES COVERED

- 5.1. This Agreement will commence operation seven (7) days after it is approved by the FWC and will have a nominal expiry date of 31 December 2024.
- 5.2. This Agreement applies to and covers:

- The employer as defined in clause 2
- All employees as defined in clause 2
  - Any party noted by the Fair Work Commission in the Notice of Approval

5.3 The Parties agree to commit to commence negotiations in 2024 for a MEA for TAFE PACCT employees.

## 6. NO EXTRA CLAIMS COMMITMENT

6.1. It is a term of the Agreement that there shall not be any claims relating to wage increase or improvements of employment conditions, for the life of this Agreement.

## 7. POSTING OF THE AGREEMENT

7.1. The employer shall keep in a readily accessible place in each office or place of business where the work is covered by this Agreement, a copy of this Agreement and, any Agreement made in relation to it and any variation made thereto, for perusal by an employee(s).

## 8. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

8.1. An employee and the employer may agree to make an individual flexibility arrangement pursuant to this clause to vary the effect of terms of this Agreement if:

8.1.1 The arrangement deals with purchased leave. Employees entering into purchased leave arrangements takes paid leave in addition to annual leave in any specified period, with a reduction in pay over the period proportionate to the amount of additional leave to be taken. The effect over the course of a full calendar year is that the employee member:

- a. works no less than 44 weeks of the year (inclusive of public holidays) and
- b. receives regular fortnightly payment at a reduced time fraction, over the course of the full period.

8.1.2 The arrangement meets the genuine needs of the employee and employer in relation to the matters mentioned in paragraph 8.1.1 and

8.1.3 The arrangement is genuinely agreed to by the employee and employer.

8.2. An employee may nominate a representative to assist in negotiations for an individual flexibility arrangement.

8.3. The employer must ensure that any individual flexibility arrangement will result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.

8.4. The employer must ensure that an individual flexibility arrangement is in writing and signed by the employee and employer. If the employee is under 18 the arrangement

- must also be signed by a parent or guardian of the employee.
- 8.5. The employer must give a copy of the individual flexibility arrangement to the employee within 14 days after it is agreed to.
  - 8.6. The employer must ensure that any individual flexibility arrangement sets out:
    - 8.6.1 the terms of this enterprise agreement that will be varied by the arrangement; how the arrangement will vary the effect of the terms; and
    - 8.6.2 how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
    - 8.6.3 states the day on which the arrangement commences
  - 8.7. The employer must ensure that any individual flexibility arrangement:
    - 8.7.1 is about matters that would be permitted matters under section 172 of the Act if the arrangement were an enterprise agreement;
    - 8.7.2 does not include any term that would be an unlawful term under section 194 of the Act if the arrangement were an enterprise agreement; and
    - 8.7.3 provides for the arrangement to be terminated:
      - a. by either the employee or employer giving written notice, with the notice being not more than 28 days; or
      - b. at any time by written agreement between the employee and employer.

## 9. SERVICE DELIVERY & IMPROVEMENTS

- 9.1. The Local Consultative Committee (LCC) will continue to explore and monitor the following productivity and efficiency measures with a view to implementing change by way of Institute policy:
  - 9.1.1 The identification and development of opportunities for improvement in work practices and processes e.g.
    - E Recruitment
    - OH&S Improvement Strategies and WorkCover premium reduction
    - Ongoing commitment to improving customer service;
    - A reduction in the use of overtime;
    - A reduction in the total number of casual hours worked;
    - A reduction in duplication and an elimination of waste; and
    - A reduction in salary costs due to employees taking-up 48/52 or 50/52 options.
    - Commitment to providing training opportunities
- 9.2. Continue to monitor leave management to ensure leave is scheduled in a manner consistent with individual needs and operational effectiveness, and
- 9.3. Develop in consultation with employees, and implement, employment policies that assist in the retention and attraction of skilled employees, including measures to ensure security of employment consistent with operational requirements.

## 10. AGREEMENT IMPLEMENTATION SUPPORT

- 10.1. The Union recognises the employer has operational and financial imperatives and the employer recognises the Union has a legitimate role in representing its

members.

- 10.2. An employee other than a casual who is the Sunraysia Institute National Councilor will be entitled to 3 days paid leave per calendar year to attend Union National and Division meetings, subject to Institute work requirements .and it contributing to the improved implementation of this agreement. The Union undertakes to provide a minimum of 14 days' notice of such meetings.
- 10.3. The employer agrees to provide, for the use of local Union branch executive members, access to equipment such as telephones, photocopiers, facsimiles and electronic communication channels for communicating on matters pertaining to this agreement.

## 11. EMPLOYEE TRAINING

- 11.1. Professional development is recognised by the parties as a fundamental element in the process of achieving a productive, competitive, multi-skilled and customer orientated organisation. Professional development activities must enhance the skills appropriate for the competitive environment and equip employees with the appropriate skills and knowledge to achieve organisational and work related roles.
- 11.2. The employer will ensure, through the individual Professional Development Plan Process and centrally run activities, that PACCT employees have access to a fair and equitable share of professional development resources.

## 12. CLASSIFICATION AND RE-CLASSIFICATION OF POSITIONS

- 12.1. The Institute must classify all positions according to the position descriptors in Appendix 3.
- 12.2. Principles
  - 12.2.1 Positions are classified, based on an approved position description.
  - 12.2.2 Classification is based upon objective criteria, related to the actual requirements of the position.
  - 12.2.3 Positions are classified on work value rather than work volume.
  - 12.2.4 Positions will be classified using the classification descriptors - Appendix 3.
  - 12.2.5 A position may be considered for reclassification if there has been a substantial change in work related factors such as:
    - the difficulty and complexity of the work performed; and/or
    - the level of responsibility; and/or
    - the degree of supervision exercised; and/or
    - knowledge and skills required; and/or the impact of the position on the organisation.
  - 12.2.6 Positions may be evaluated as a result of organisation need, e.g. following a restructure etc.
  - 12.2.7 Positions will be evaluated by panel members who are appropriately trained in classifications. Training requirements will be agreed upon between the Institute and Union. The Evaluation Panel must be of equal numbers, representing management and representing the union/employees.
  - 12.2.8 Evaluation Panels will recommend an appropriate classification level for a



position/s to the HHRS for decision.

12.2.9 The direct manager of a position and any other employee member who may have a conflict of interest, shall not be a member of an Evaluation Panel.

12.2.10 Aggrieved incumbents may appeal in writing their classification within five (5) working days of receiving advice of an evaluation outcome.

### 12.3 Evaluation Panels

12.3.1 Evaluation Panels will be constituted as the need arises in accordance with this clause.

12.3.2 Each evaluation panel will complete an evaluation report and forward the recommendation to the HHRS who will then forward to the CEO or relevant delegates for approval.

#### **Classification of new positions and positions subject to restructure**

12.3.3 A position description is to be prepared by the manager with reference to the HHRS, then submitted upon approval of the appropriate senior manager.

12.3.4 The senior manager may approve the position description or require amendment to its content prior to approval.

12.3.5 An Evaluation Panel will be constituted to evaluate the position and make a recommendation as to its classification.

12.3.6 Each Evaluation Panel will complete an Evaluation Report and forward a recommendation to the HHRS who will then forward to the CEO for final approval.

12.3.7 A position may not normally be advertised until a classification is determined.

#### **Reclassification of existing positions**

12.3.8 An application for reclassification may be made by the incumbent, the manager, or the relevant senior manager.

12.3.9 Applications are to be forwarded to the HHRS from the relevant senior manager. Each application must be accompanied by a Position Description that has been agreed and signed-off by the incumbent and the manager, together with any other supporting information deemed to be appropriate.

12.3.10 An evaluation panel will be constituted to evaluate the position and make a recommendation as to its classification.

12.3.11 Evaluation panels may interview either or both the incumbent and manager to clarify any uncertainties in the documentation presented.

12.3.12 Each panel will complete an Evaluation Report and forward it to the HHRS for decision.

12.3.13 In the event the HHRS is not prepared to make a decision on the information presented in the report, he/she may request additional information from the panel.

12.3.14 The incumbent, manager and the senior manager will be advised of the outcome of the process in writing as soon as the HHRS has made his/her determination on the process.

12.3.15 A copy of the newly evaluated position description is to be forwarded to the HHRS for entry into the controlled copy register.

## **Appeals**

- 12.3.16 An incumbent may lodge an appeal in writing against the outcome of an evaluation process on the following grounds:
- failure to observe correct procedure, or
  - additional new information that may be significant to the determination
  - incorrect application of the classification descriptors.
- 12.3.17 Any appeals must be lodged with the HHRS within five working days of receipt of advice of the original determination.
- 12.3.18 Appeals will be heard within ten (10) working days of receipt of the application by a RAP comprising equal numbers of management and union/employee representatives, not involved in the original evaluation panel.
- 12.3.19 The RAP is required to first consider the appeal, and where the appeal is upheld, to undertake a re-evaluation of the position. The appellant may be interviewed if it is deemed necessary.
- 12.3.20 The RAP is required to complete an Appeals Report detailing their findings and forward it to the CEO for decision.
- 12.3.21 The CEO's decision will be notified in writing to the appellant and his/her supervisor as soon as the decision is made. In the event the CEO rejects or overturns the recommendation of the RAP, the reasons for this action will be included in the written advice.
- 12.3.22 In the event an appellant is not satisfied with the outcome of an appeal he/she may access the Dispute Avoidance and resolution Procedures.

## **Effective date of reclassifications**

- 12.3.23 Reclassifications will become effective from the date of submission of an application that includes an agreed Position Description. The effective date will not be affected by an appeal process.

# **PART B STATUTORY OBLIGATIONS**

## **13. ANTI-DISCRIMINATION**

- 13.2 It is the intention of the respondents to this Agreement to achieve the principal object in s.3 of the Act through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 13.3 Accordingly, in fulfilling their obligations under the dispute settling clause, the respondents must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

**13.4 Nothing in this clause is taken to affect:**

- a. any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
- b. an employee, employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.
- c. the exemptions in s.351 (2) of the Act.

## **14. OCCUPATIONAL HEALTH AND SAFETY**

- 14.1 The employer and employees shall at all times comply with the provisions of the Workplace Health and Safety Act 2004 (Victoria) as amended from time to time.
- 14.2 The employer shall provide and maintain so far as is practicable for employees a working environment that is safe and without risks to health.
- 14.3 Employees shall at all times conduct themselves in a safe and responsible manner and comply with the employer's Occupational Health and Safety Policies and Procedures.
- 14.4 The employer shall encourage employees to take a constructive role in promoting improvements in occupational health, safety and welfare, and in assisting the employer in achieving a healthy and safe work environment.

## **15. ACCIDENT MAKE-UP PAY**

### **15.1 Entitlement**

An employer will pay or cause to be paid accident make up pay during an incapacity of an employee as defined by the Accident Compensation Act 1985 as amended from time to time:

- until the incapacity ceases; or
- until the expiration of an aggregate of 52 weeks, whichever may first occur, even if the employer terminates the employee's employment during that period.

### **15.2 Accident make up pay**

This is the amount equivalent to the difference between the weekly compensation and the amount that would have been payable to the employee as their salary, as if the employee had been performing their normal duties.

Any absence from work during a period of make-up pay will be exclusive of any sick leave entitlement due and owing to the employee.

### **15.3. Civil damages**

If an employee receives monies in settlement of or pursuant to a judgement for a civil claim to damages in connection with the incapacity the employee will repay any payments made under this clause.

## 16. SUPERANNUATION

- 16.1. Aware superannuation is the default fund for this Agreement. In the event that an employee does not nominate an alternative complying fund, or the employer is not otherwise required by law to make contributions to an alternative fund, employer contributions will be made to Aware superannuation.
- 16.2. Employer contributions are made according to the Superannuation Guarantee (Administration) Act 1992 (Cwth) and the Superannuation Legislation Amendment (Simplification) Act 2007 (Cwth) and are made during periods of paid leave and during periods when the employee is entitled to receive weekly payments for Workers Compensation up to a maximum of 52 weeks.
- 16.3. Employees who are members of a closed statutory defined benefits (Revised and New) schemes administered by the ESSSuper shall retain their membership of those schemes. Should an employee cease to be eligible to be a member of that defined benefits scheme or, on account of age, exempt out of the scheme's arrangements, the employer shall apply the arrangements specified in clause 16.1 to the employee.
- 16.4. The employer will contribute an amount equal to that required under Superannuation Guarantee legislation to a complying superannuation fund for all employees who are members of an accumulation superannuation scheme including those over 70 years of age.

## PART C - CONSULTATION AND DISPUTE RESOLUTION

### 17. CONSULTATIVE MECHANISMS AND PROCEDURES

- 17.1. The LCC shall monitor the implementation of this Agreement.
- 17.2. The LCC will comprise two representatives of the employer and two local branch representatives of the Union. It is recognised that from time-to-time additional representation on behalf of the employer and employee or the Union may be involved.
- 17.3. The LCC will meet quarterly to an agreed schedule to discuss issues arising from the Agreement and any matters contained within the Agreement on which consultation may be required.
- 17.4. Where the employer proposes changes which are likely to have significant effect on employees covered by this Agreement, the employer will consult with those employees prior to any changes being implemented. The employer will also consult with the Union through the LCC prior to the proposed changes being implemented
  - 17.4.1 The relevant employees may appoint a representative for the purposes of the procedures in this term, clause 17 (which may be the Union).
  - 17.4.2 'Significant Effect' ' shall include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs, provided that where the Agreement

makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.

#### **17.5 Duty to discuss change**

17.5.1 The employer shall discuss with the employees affected and the Union, inter alia, the proposed changes referred to in sub-clause 19.4 above, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the employee's representative (including the relevant Union(s) in relation to the changes).

17.5.2 The discussions shall commence as early as practicable and prior to a final decision being made in respect to the changes referred to in sub-clause 19.4 above.

17.5.3 For the purposes of such discussion, the employer shall provide in writing to the employees concerned and the Union all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that the employer shall not be required to disclose confidential information the disclosure of which would be prejudicial to the employer's interests.

17.5.4 The employer will give prompt consideration to matters raised by the affected employees and the Union and respond to those matters in a timely manner but the employer shall retain the right to decide on the introduction of the changes.

17.6 Where the employer proposes a change to the regular roster or ordinary hours of work of an employee covered by this Agreement the Institute will consult with the employees and the Union.

17.6.1 The employer will:

- provide information to the employees and the Union about the change;
- invite the employees and the Union to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
- consider any views given by the employees and the Union about the impact of the change (includes any impact in relation to family and caring responsibilities).

## **18. DISPUTE RESOLUTION PROCEDURE**

### **18.1. Resolution of disputes and grievances**

18.1.1. Unless otherwise provided for in this Agreement, a dispute or grievance about a matter arising under this Agreement or the NES, other than termination of employment, (the exclusion of termination of employment has the effect of excluding any dispute that could otherwise be dealt with by way of an application to the Commission for an unfair dismissal remedy or general protection dismissal dispute and does not have the effect of excluding any dispute in relation to the Agreement or the NES) must be dealt with in accordance with this clause. This includes a dispute or grievance about whether an employer had reasonable grounds to refuse a request for flexible working conditions or an application to extend unpaid parental

leave.

- 18.1.2. This clause does not apply to any dispute on a matter or matters arising in the course of bargaining in relation to a proposed enterprise agreement.
- 18.1.3. The employer or an employee covered by this Agreement may choose to be represented at any stage by a representative, including a union representative or employer organisation.
- 18.1.4. A dispute may be notified under this clause by an employee, the Union or the employer.

## 18.2. Obligations

- 18.2.1 The parties to the dispute or grievance, and their representatives, must genuinely attempt to resolve the dispute or grievance through the processes set out in this clause and must cooperate to ensure that these processes are carried out promptly.
- 18.2.2 While a dispute or grievance is being dealt with in accordance with this clause, work must continue according to usual practice, provided that this does not apply to an employee who has a reasonable concern about a risk to his or her health or safety, has advised the employer of this concern and has not unreasonably failed to comply with a direction by the employer to perform other available work that is safe and appropriate for the employee to perform.
- 18.2.3 No person covered by the Agreement will be prejudiced as to the final settlement of the dispute or grievance by the continuance of work in accordance with this clause.

## 18.3 Agreement and dispute settlement facilitation

- 18.3.1 For the purposes of compliance with this Agreement (including compliance with this dispute settlement procedure) where the chosen employee representative is another employee of the employer, he/she must be released by his/her employer from normal duties for such periods of time as may be reasonably necessary to enable him/her to represent employees concerning matters pertaining to the employment relationship including but not limited to:
  - a. investigating the circumstances of a dispute or an alleged breach of this Agreement or the NES;
  - b. endeavouring to resolve a dispute arising out of the operation of this Agreement or the NES; or,
  - c. participating in conciliation, arbitration or any other agreed alternative dispute resolution process.
- 18.3.2 The release from normal duties referred to in this clause is subject to the proviso that it does not unduly affect the operations of the employer.

## 18.4 Discussion of grievance or dispute

- 18.4.1 The dispute or grievance must first be discussed by the aggrieved employee(s) with the immediate manager of the employee(s).
- 18.4.2 If the matter is not settled, the employee(s) can require that the matter be discussed with another representative of the employer appointed for the purposes of this procedure.

## 18.5 Internal process

18.5.1 If any party to the dispute or grievance, who is covered by this Agreement, refers the dispute or grievance to an established internal dispute or grievance resolution process, the matter must first be dealt with according to that process, provided that the process is conducted in a timely manner and is consistent with the following principles:

- a. the rules of natural justice;
- b. provide for mediation or conciliation of the grievance or dispute;
- c. provide that the employers will take into consideration any views on who should conduct the review; and
- d. be conducted as quickly and with as little formality as a proper consideration of the matter allows.

18.5.2 If the dispute or grievance is not settled through an internal dispute or grievance resolution process, a party to the dispute or grievance may refer the dispute or grievance to FWC for conciliation and if the matter remains unresolved, arbitration.

## 18.6 Disputes of a collective character

18.6.1 The parties covered by the Agreement acknowledge that disputes of a collective character concerning more than one employee may be dealt with more expeditiously by an early reference to FWC.

18.6.2 No dispute of a collective character may be referred to FWC directly unless there has been a genuine attempt to resolve the dispute at the workplace level prior to it being referred to FWC for conciliation

## 18.7 Conciliation

18.7.1 Where a dispute or grievance is referred for conciliation, a member of FWC may do everything that appears to the member to be right and proper to assist the parties to agree on terms for the settlement of the dispute or grievance.

18.7.2 This may include arranging:

- a. conferences of the parties or their representatives presided over by the member; and
- b. for the parties or their representatives to confer among themselves at conferences at which the member is not present.

18.7.3 Conciliation before FWC shall be regarded as completed when:

- a. the parties have reached agreement on the settlement of the grievance or dispute; or
- b. the member of FWC conducting the conciliation has, either of their own motion or after an application by either party, satisfied themselves that there is no likelihood that within a reasonable period further conciliation will result in a settlement; or
- c. the parties have informed the FWC member that there is no likelihood of agreement on the settlement of the grievance or dispute.

## 18.8 Arbitration

18.8.1 If the dispute or grievance has not been settled after conciliation, either party may request that FWC proceed to determine the dispute or grievance by arbitration.

18.8.2 Where a member of FWC has exercised conciliation powers in relation to the dispute or grievance, the member shall not exercise, or take part in the exercise of, arbitration powers in relation to the dispute or grievance if a party objects.

18.8.3 Subject to sub-clause 20.8.4 below, the determination of FWC is binding upon the persons bound by this Agreement.

18.8.4 An appeal can be made to a Full Bench of FWC, with the leave of the Full Bench, against a determination of a single member of FWC made pursuant to this clause.

**18.9 Conduct of matters before FWC**

18.9.1 Subject to any agreement between the parties to the dispute, in relation to a particular dispute or grievance and the provisions of this clause, in dealing with a dispute or grievance through conciliation or arbitration FWC may conduct the matter in accordance with Subdivision B of Division 3 of Part 5-1 of the Act.

## **PART D - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

### **19. MODES OF EMPLOYMENT**

19.1. The employer will provide the following modes of employment:

- Ongoing employment, which may be either on a full-time or part-time basis;
- Fixed term employment which may be either full-time or part time; and,
- Casual employment.

The Employer acknowledges the positive impact that secure employment has on employees and the provision of quality services to the community.

The employer will give preference to ongoing forms of employment over casual and fixed term arrangements wherever possible.

**19.2 Qualifying period of employment**

19.2.1 All new employees covered by this Agreement shall be subject to a six-month qualifying period commencing on their first day of employment for the purposes of determining the employee's suitability for ongoing employment. The employee must be advised in advance that the employment is subject to satisfactory completion of a qualifying period. During this qualifying period either party may terminate the employment relationship by the giving of one week's notice or by payment or forfeiture in lieu on a case-by-case basis.

The six-month qualifying period, forms part of an employee's period of continuous service, except where otherwise specified. Access to unfair dismissal provisions may apply to employees during the qualifying period.

**19.3 General**

19.3.1 The Employer may employ persons on a permanent, casual or fixed term basis. For persons employed on a permanent or fixed term basis, such persons can be employed on a full-time or part-time basis.

19.3.2 Upon engagement the employer will inform the employee whether they will be employed



on a permanent, casual or fixed term basis.

- 19.3.3 The Institute will normally engage employees on fixed-term contracts in circumstances where:
- a. Replacement of employees on leave is required;
  - b. Funding for specific, one-off projects with an end date is secured
  - c. New and/or short-term activities and functions are introduced to the Institute or reducing numbers threaten the viability of an existing area.
  - d. An employee with specialist skills is required for a limited time
  - e. Cover for peak activity is required.
- 19.3.4 The employer is committed to attracting, and retaining a suitably trained, experienced and motivated workforce to enable the organisation to achieve its goals and objectives.
- 19.3.5 Merit based processes are to be applied in all recruitment and selection activities, irrespective of the mode of employment.

#### 19.4 **Employment arrangement**

- 19.4.1 On engagement, the employer will provide employees with an instrument of appointment which stipulates the type of employment and informs the employee of the terms of engagement at the time of appointment in relation to:
- the date employment is to commence;
  - the date employment is to cease (where applicable);
  - the classification and rate of pay;
  - the hours of duty and time/s of attendance including the time fraction to be worked;
  - the other main terms and conditions of employment applicable, including the identity of the employer, and the documentary or other recorded sources from which such conditions derive and the duties and reporting relationships to apply upon appointment;
  - for casual employees, the duties required, the rate of pay and the period of employment.

#### 19.5 **Time fraction**

- 19.5.1 The time fraction at which the employee is employed may be adjusted by mutual consent of the employee and the employer (in writing) for a specified period of time. Reversion to the earlier time fraction shall occur at the expiry of this time unless otherwise agreed by the employee and the employer.

#### 19.6 **Full-time employee**

- 19.6.1 A full-time employee is entitled to all the provisions of this Agreement.
- 19.6.2 On engagement a full-time employee will be given by the employer written advice of:
- the date on which the employment is to commence;
  - the classification of the employee;

- the wage rate of the employee;
- the terms and conditions of employment applicable to the employee.

## 19.7 **Part-time employee**

- 19.7.1 A part-time employee will be entitled to all the provisions of this Agreement but calculated where appropriate on a pro rata basis in accordance with the proportion of ordinary hours worked by the employee.
- 19.7.2 On engagement a part-time employee will be given by the employer written advice of:
- the date on which the employment is to commence;
  - the classification of the employee; the wage rate of the employee;
  - the hours of duty and time of attendance of the employee;
  - the terms and conditions of employment applicable to the employee.
- 19.7.3 The Employer is required to roster a part-time employee for a minimum of 2 consecutive hours on any day.

## 19.8 **Casual employees**

- 19.8.1 Casual employment may be offered where the needs of the employer are of an irregular or intermittent nature or of short duration.
- 19.8.2 A casual employee will be paid per hour the ordinary rate of pay plus 25%. Where a casual employee works overtime, they must be paid the overtime rate in clause 32.
- 19.8.3 A casual employee shall be entitled to all the provisions of the Agreement except for public holidays and paid leave entitlements, other than long service leave.
- 19.8.4 A casual employee, other than a participation assistant, will be paid for a minimum of four hours for each attendance whether or not the time for which the person is hired is less than four hours.
- 19.8.5 A person employed as a casual participation assistant, an employee who is employed to assist students to participate in and benefit from classroom activities, will be paid for a minimum of three hours for each attendance whether or not the time for which the person is hired is less than three hours.
- 19.8.6 On engagement a casual employee will be given by the employer written advice of: the classification of the employee;
- the wage rate of the employee;
  - the terms and conditions of employment applicable to the employee.
- 19.8.7 Casual employment may be used for a maximum period of a semester at any one time.
- 19.8.8 A casual employee maybe eligible to apply for conversion to a contract (ongoing or fixed term) if the work is deemed regular and systematic. Work must be undertaken in the same or a similar identically classified position in the same department or equivalent. To be eligible for conversion, casual employees must have worked the equivalent of a 0.5 time fraction over the immediately preceding Semester.

### 19.9 Fixed term employee

- 19.9.1 A fixed term employee may be employed either on a full-time or part-time basis.
- 19.9.2 A fixed term employee employed full-time will be entitled to all the provisions of this Agreement.
- 19.9.3 A fixed term employee employed part-time will be entitled to all the provisions of this Agreement but calculated where appropriate on a pro rata basis in accordance with the proportion of ordinary hours worked by the employee.
- 19.9.4 On engagement a fixed term employee will be given advice in writing by the employer:
- the date on which the employment is to commence;
  - the date of which the employment is to terminate;
  - the classification of the employee;
  - the wage rate of the employee;
  - the terms and conditions of employment applicable to the employee.
- 19.9.5 Where a fixed term employee is immediately, after or during the course of the term of employment, employed by the employer on an ongoing basis the employee's period of service will count in full for all purposes including the calculation of leave entitlements.
- 19.9.6 This clause shall be read subject to Part 2-9, Division 5 of the Act.

## 20. NOTICE OF TERMINATION

- 20.1. An ongoing or fixed term employee employed at or above the bottom pay point of PACCT Level 7 will provide the employer four weeks' notice in writing of an intention to terminate their employment. All other ongoing or fixed term employees will be required to give two weeks' notice of an intention to terminate their employment.
- 20.2. The notice period may be varied by agreement between the employee and the employer.
- 20.3. If an employee fails to give notice an employer may withhold monies from the employee in an amount equal to the ordinary rate of pay for the notice period.
- 20.4. Where an employer gives notice of termination it will be in accordance with the period of notice specified in the table below.

Period of continuous service	Period of notice
1 year or less	1 week
Up to the completion of 3 years	2 weeks
3 years and up to the completion of 5 years	3 weeks
5 years and over	4 weeks

- 20.5. In addition to the notice in 20.4 hereof, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, will be entitled to an additional week's notice.
- 20.6. An employee terminated following a disciplinary process will be entitled to the following notice periods:

Period of continuous service	Period of Notice
------------------------------	------------------

Not more than 1 year	At least 1 week or payment in lieu of this period
Not more than 1 year but more than 3	At least 2 weeks or payment in lieu of this period
Not more than 3 years but not more than 5	At least 3 weeks or payment in lieu of this period
More than 5 years	At least 4 weeks or payment in lieu of this period

20.7. Time off during notice period:

20.7.1 An employee other than a casual or fixed term employee who has received notice of termination of employment due to redundancy will be granted reasonable leave with full pay during the notice period to investigate alternative job offers or seek appropriate advice or counselling on early retirement.

## 21. REDUNDANCY AND REDEPLOYMENT

21.1. The employer is committed to ensuring that the following principles are applied during any redeployment, surplus to requirements processes:

- decisions are based on merit;
- employees are treated fairly and reasonably; equal employment opportunity is provided;
- Victorian Government policy requirements are applied; and effective consultation will occur with employees and their union.

21.2. Redeployment and surplus to requirements are mechanisms to assist the employer in managing the efficient use of employees and implementing corporate strategies.

21.3. Any ongoing PAACT employee declared surplus to requirements will be provided with assistance to secure other appropriate employment at the Institute or, if this is ultimately unavailable, to ensure redundancy only occurs after attempts at redeployment have occurred.

21.4. The following procedures describe the process to be followed for the redeployment, redundancy and retrenchment of ongoing employees employed by the employer.

### INTRODUCTION OF CHANGE

21.5. Notification to employees and the union

21.5.1 When the employer is proposing to introduce major changes to the organisation that are likely to have significant effects on employees, the employer shall notify employees who may be affected by the changes. The union will also be notified.

21.6. Consultation with staff and the union

21.6.1 Prior to the implementation of any major changes, the employer shall consult with employees affected and the union on:

- the details of the changes;
- the effects that such changes are likely to have on the

employees concerned; and

- any measures to avert or mitigate the adverse effects of such change.

21.6.2 This process of consultation will provide an opportunity to influence the process of implementation of the change.

21.7. Provision of information

21.7.1 To enable effective consultation to occur, the employer shall provide in writing to the employees affected and the union, all relevant information. This information will be supplied one week before consultations occur.

This may include:

- the proposed timetable for the implementation of the changes;
- the proposed process to be used to affect the changes;
- any anticipated effects of the changes on employees, including the likely number of excess employees;
- any possible redeployment opportunities; details of any retrenchment packages available.

21.8. Identification of excess Employees

21.8.1 The following options will be considered for the identification of excess employees:

a meeting/s will be convened of potentially affected employees to seek volunteers to be considered for redeployment/voluntary departure (the Institute reserves the right to reject an expression from a volunteer to be redeployed or depart voluntarily); and

- the employer will determine those employees who are in excess and to be considered for redeployment through a merit and equity-based selection process.

21.8.2 Part-time employees or employees returning from leave must not be deemed to have any lesser claim to a position than other employees.

21.8.3 The employer shall not discriminate against any of employees on the basis of any of one or more of the following reasons:

- non-membership of a union;
- temporary absence from work because of illness or injury; union membership or participation in union activities;
- seeking office, acting or having acted in the capacity of, a representative of employees;
- the filing of a complaint or the participation in proceedings against the employer;
- race, colour, gender, sexual preference, age, physical or mental impairment, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin;
- absence from work during maternity or other parental leave.

- 21.8.4 The identification of employees as excess/for redeployment, is an administrative and not a disciplinary process.
- 21.8.5 The employer shall not discriminate against employees on the grounds that the employee has at any time expressed an interest for a voluntary redundancy.
- 21.8.6 The employer will advise the employees identified as in excess and refer them to the Redeployment Committee.

## **21.9 Redeployment**

- 21.9.1 Redeployment may occur when the current position of an employee is no longer required to be performed and there is no possibility of a voluntary transfer within the Institute.
- 21.9.2 The following principles shall apply in cases of redeployment:
  - the ongoing employment status of employees will not be adversely affected by redeployment;
  - the preferred options of employees will be met wherever possible;
  - the recognition of the right of the employer to determine the allocation of resources within the Institute;
  - in the event an employee is redeployed to a position of a lower classification than they currently hold, their salary will be maintained at their current incremental level until the salary of the new position catches up;
  - any "redemption period" will normally run for a maximum period of eight weeks; and
  - Advertising of all vacant positions that may be suitable for redeployment is to be "frozen" during the "redemption period".
- 21.9.3 Where it is considered by the employer that the redeployment of employees may arise, a Redeployment Committee consisting of two nominees of the employer and two nominees of the Union shall be convened.
- 21.9.4 An employee potentially affected by a redeployment proposal shall be given access to appropriate information and at their request, counselling regarding the options available. Employee may involve a Union representative in this consultation.
- 21.9.5 In considering matters referred to it by the employer, the Redeployment Committee shall base its considerations on but not be limited by, the following criteria:
  - the reasons for the redeployment;
  - the resource implications;
  - relevant documentation including details of all vacant positions and the qualifications and experience of the affected employees;
  - implications for employees directly involved in the organisational restructure; the preferred options of the employees identified for redeployment; and equal employment opportunity principles and practice.
- 21.9.6 An employee potentially affected by redeployment may submit a written report to the Redeployment Committee and shall have the option to appear in person before the Redeployment Committee. Assistance in preparing a report will be provided by the Human Resources Unit of the Institute, if requested.

The Redeployment Committee shall:

- consider all vacant positions within the Institute;
- satisfy itself that the affected employee has the requisite skills and competencies to fulfil the duties of the recommended position or where practicable that such competencies may be reasonably achieved through the provision of retraining;
- make a recommendation to the CEO that a valid redeployment opportunity exists or that no valid redeployment opportunity exists.

21.9.7 Where an offer of redeployment is made by the employer, an employee shall have two (2) weeks in which to accept or reject the offer.

21.9.8 Where an employee rejects a suitable offer of redeployment, they will not have access to severance payments provided in clause 21.

#### **21.10 Surplus to requirements**

21.10.1 Where the employer is unable to make a valid offer of redeployment to employees subject to these procedures, the employer may terminate the employment of the employee provided that a minimum of 4 weeks' notice is given (following the redeployment period) and severance payments, 2 week's pay per each completed year of continuous service up to a maximum of 10 years and severance payments in accordance Government Policy are paid which will not be less than the National Employment Standards and the Fair Work Act.. An employee who is over the age of 45 and has a completed at least two years of continuous service shall be entitled to an additional one weeks' notice.

During the notice period employees:

- may receive further offers of redeployment;
- shall, subject to mutual agreement with the employer, be entitled to be retained as an employee for part or all of the notice period; or
- shall, subject to mutual agreement with the employer, be entitled to be paid for part or all of the remaining notice period in lieu of working; and
- shall be granted reasonable leave with full pay to seek advice, counselling and or to investigate alternative job offers (subject to supporting documentation being provided).

#### **21.11 Grievance or Dispute**

21.11.1 Employees with a grievance or dispute regarding the implementation of this clause may access the Dispute Resolution Procedure in clause 18.

## **PART E – SALARY, ALLOWANCES AND RELATED MATTERS**

22. RATES AND TIMING OF PAY INCREASE

22.1. The following salary increases will be applied for all employees covered by this Agreement, as set out in Appendix 1.

22.2 Rates of pay and timing

22.2.1 In the first pay period following the operative date of this Agreement each employee to whom the Agreement applies shall be entitled to the following salary increases and as set out in Appendix 1 – Rates of Pay:

- 3.5% increase from the first full pay period on or after 1 July 2023; and
- A further 1.75% increase to be paid from the first pay period on or after 1 July 2024.

22.3 Progression within Levels

22.3.1 Progression through the pay points in each level will be applied in the pay period immediately following the completion of twelve months pending a successful annual Employee Appraisal.

23. ADJUSTMENT OF ALLOWANCES

23.1. Adjustment of allowances

- 23.1.1 Allowances expressed in money amounts in this agreement will be adjusted on the following basis.
- 23.1.2 Allowances which are expense related will be adjusted on the 1July each year for the operational life of the Agreement based on the relevant Consumer Price Index as measured in the March quarter for the preceding twelve months.
- 23.1.3 Allowances which are work related will be adjusted on the 1July each year for the operational life of the Agreement by the annual wage increase fixed by the Agreement.
- 23.1.4 A schedule setting out the adjusted allowances wilt be made available to all Employees whose employment is covered by this agreement by no later than the 14 July each year.
- 23.1.5 The following are allowances payable to an employee in addition to the employee's classification rate:

Allowance	Rate	Application
Meals allowance	1hour break – \$21.94  20 min. break – \$18.06	When an employee is required to work overtime of not less than two hours and the overtime includes the hour between 6.00 p.m. and 7.00 p.m. following ordinary hours of work or not less than four hours in other circumstances.



	20 min. break- \$14.60	When an employee is required to work overtime of not less than two hours following ordinary hours of work or not less than four hours in other circumstances.
	Inclusive of 6.00-7.00 p.m. – \$18.06 exclusive of 6.00-7.00 p.m. - \$14.60	When an employee is required to work overtime of not less than two hours following ordinary hours of work or not less than four hours in other circumstances and who because of safety requirement or by agreement with the employer is not given a meal break.
	Reimbursement of actual cost	In all circumstances where an employee purchases a two or more course meal from facilities provided by the Institute the cost of the meal is less than the allowance due.

*Adjusted on the 1 July each year for the operational life of the agreement based on the CPI - Take Away and Fast Food Index (Cat No. 6401.0) based upon the March quarter figures. The Institute is responsible for updating the meal allowance rates annually.*

## 24. SALARY PACKAGING

- 24.1. The employer will require employees seeking to enter a salary packaging arrangement to obtain independent financial advice. Any such advice sought will be at the employee's member's expense.
- 24.2. The rates of pay outlined in Appendix 1 may be provided as a salary package by agreement between the employer and an employee.
- 24.3. Salary packaging shall be available for the purposes of additional superannuation contributions, childcare and cars on novated lease arrangements.
- 24.4. The maximum amount of salary that may be packaged and taken as other than direct salary will be 50% of the appropriate rate of Appendix 1.
- 24.5. All costs associated with a salary packaging arrangement, including the FBT component and other than normal employer processing costs, will be met by the employee.
- 24.6. In the event of legislative or other changes having the effect of increasing the cost of Salary Packaging to the employee, employees participating in Salary Packaging may choose to cease or modify the arrangement.
- 24.7. Notwithstanding anything contained within this Clause, the employee's salary and wage as defined in Appendix 1 of this Agreement will be used in determining the following:
  - Termination payments, including superannuation, annual leave and long service leave entitlements.
  - Calculation of redundancy benefits
  - Calculation of early retirement benefits
- 24.8. The employer will be entitled to recover any payment of Salary and Benefits paid in advance.

- 24.9. An employee who enters into a Salary Packaging arrangement shall be entitled to vary or cease that arrangement annually providing that one month's notice of intended changes be provided to the employer in writing.
- 24.10. The employer will maintain the option of this Salary Packaging arrangement subject to it remaining lawful.

## 25. SUPPORTED WAGE

- 25.1. This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement. In the context of this clause, the following definitions will apply:
- approved assessor means a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System
  - assessment instrument means the tool provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System
  - disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991 (Cth), as amended from time to time, or any successor to that scheme
  - relevant minimum wage means the minimum wage prescribed in this Agreement for the class of work for which an employee is engaged
  - supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au)
  - SWS wage assessment agreement means the document required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate
- 25.2. Eligibility criteria
- 25.2.1 Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.
- 25.2.2 The clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or

any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their current employment.

### 25.3. Supported wage rates

25.3.1 Employees to whom this clause applies will be paid the applicable percentage of the salary, as set out in Appendix 1- Salaries for the class of work which the person is performing according to the following schedule:

Assessed capacity (clause 25.4)	% of prescribed Agreement rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(Provided that the minimum amount payable will be not less than \$102 per week and as adjusted by FWC in the Annual Wage Review).

25.3.2 Where a person's assessed capacity is 10%, they will receive a high degree of assistance and support.

### 25.4. Assessment of capacity

25.4.1 For the purpose of establishing the percentage of the relevant Agreement salary to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

25.4.2 All assessments made under this clause must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

### 25.5. Review of assessment

25.5.1 The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

### 25.6. Other terms and conditions of employment

25.6.1 Where an assessment has been made, the applicable percentage will apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement paid on a pro rata basis.

## 25.7 Workplace adjustment

25.7.1 An employer wishing to employ a person under the provisions of this clause will take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

## 25.8 Trial period

25.8.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

25.8.2 During the trial period the assessment of capacity will be undertaken and the proposed wage for a continuing employment relationship will be determined.

25.8.3 The minimum amount payable to the employee during the trial period must be no less than \$102 per week.

25.8.4 Work trials should include induction or training as appropriate to the job being trialed.

25.8.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under 30% Assessment of capacity.

## 26 HIGHER DUTIES ALLOWANCE

26.1 Any employee who is required to act in a position of a higher salary for more than five consecutive days will be paid a higher duties allowance in accordance with this clause. Higher Duties Allowance will be regarded as salary.

26.2 The higher duties allowance will be the difference between the employee's current classification rate and the higher salary rates payable.

26.3 Where the employee performs the full duties, the manager will authorise to pay the employee undertaking the higher duties at the entry Sub Level 1 of the higher duty position.

26.4 A manager may choose to split the acting duties between employees in which a percentage rate is to be applied (not exceeding 100%).

26.5 An employee who is promoted while performing the full duties of a higher office will be paid a salary not less than that received while on higher duties allowance and will be entitled to receive incremental advancement from the date of undertaking higher duties.

26.6 Higher duties and (sick leave/ annual leave)

If an employee in receipt of higher duties allowance commences sick leave, annual leave or workers compensation the employee will be paid the higher duties rate.

26.7 Higher duties and long service leave

An employee in receipt of higher duties allowance for twelve months or more immediately prior to taking long service leave will be paid the allowance for the period of leave.

## 27 PAYMENT OF SALARIES

- 27.1 Consistent with current practice, an employee's salary will be paid fortnightly by electronic funds transfer into an account in a financial institution nominated by the employee. Where the day for payment falls on a public holiday, the salary will be paid on the preceding working day.

Type of employee	Calculation
Full-time	Annual salary x 14/365.25
Part-time	Annual salary x actual hours of duty x 14 divided by 365.25 x 76

- 27.2 Overtime payments will be paid in the fortnightly pay cycle immediately following the work cycle in which the overtime was worked, providing approved paperwork is submitted to payroll by the pay cut off date.
- 27.3 Underpayments will be rectified within two working days of notification unless the employer and the employee agree that the rectification will be made no later than the next pay period.
- 27.4 Salary records  
Salary payments will be accompanied by a pay slip which will include:
- payments and deductions;
  - sick leave and annual leave credits.

The Institute will undertake to include LSL on pay slips once the payroll system has been updated.

## 28 RIGHT TO REQUEST FLEXIBLE WORKING ARRANGEMENTS

- 28.1 In accordance with and pursuant to section 65 of the FW Act, an Employee may request a change in their working arrangements on the basis of the following circumstances:
- a. The employee is pregnant;
  - b. the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
  - c. the employee is a carer (within the meaning of the Carer Recognition Act 2010);
  - d. the employee has a disability;
  - e. the employee is 55 or older;
  - f. the employee is experiencing violence from a member of the employee's family;
  - g. the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.

Note: Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work

- 28.2 To avoid doubt, and without limiting clause 28.1, an Employee who:

- a. is a parent, or has responsibility for the care, of a child; and
  - b. is returning to work after taking leave in relation to the birth or adoption of the child;
- may request to work part-time to assist the Employee to care for the child.

- 28.3 An Employee is not entitled to make a request under this clause unless:
- a. for an Employee other than a casual Employee – the Employee has completed at least 12 months of continuous service with the Employer immediately before making the request; or
  - b. for a casual Employee – the Employee:
    - i. is a long term casual Employee of the Employer immediately before making the request; and
    - ii. has a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.
- 28.4 For the purpose of applying 28.3(a) in relation to an employee who has had their employment converted to full-time or part-time employment any period for which the employee was a regular casual employee of the employer is taken to be continuous service for the purpose of 28.3(a).
- 28.5 A request made under this clause must be made in writing and set out details of the change sought and the reasons for the change.
- 28.6 On receipt of a request by an Employee under this clause, the Employer must give the Employee a written response within 21 days, stating whether the Employer grants or refuses the request.
- 28.7 The Employer may only refuse the request on reasonable business grounds.
- 28.8 Without limiting what are reasonable business grounds for the purposes of clause 28.7. reasonable business grounds include the following:
- a. that the new working arrangements requested by the Employee would be too costly for the Employer;
  - b. that there is no capacity to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employer;
  - c. that it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employee;
  - d. that the new working arrangements requested by the Employee would be likely to result in a significant loss in efficiency or productivity;
  - e. that the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service.
- 28.9 If the Employer refuses the request, the written response under clause 28.6 must include details of the reasons for the refusal.

## **PART F - HOURS OF WORK, BREAKS, OVERTIME, SHIFT WORK**

### **29. HOURS OF DUTY**

- 29.1 The ordinary hours of duty as prescribed by the employer will be between 7.00 a.m. and

7.00 p.m. Monday to Friday, except for shift employees whose ordinary hours of duty will not exceed ten hours inclusive of meal breaks in any single shift.

- 29.2 The ordinary hours of duty will not exceed a 38 per week when averaged over one of the following cycles:

Work cycle (consecutive days)	Number of hours
Not exceeding 7 days	38
Not exceeding 14 days	76
Not exceeding 28 days	152

### 30. MEAL BREAKS

- 30.1 An employee will not be required to work more than five consecutive hours without a break for a meal, of at least 30 minutes but not more than one hour.
- 30.2 Time taken as meal breaks shall not be paid and will not be counted as time worked.

### 31. SHIFT WORK

#### 31.1 Definition

For the purpose of this clause:

**Day Shift** means any shift starting at or after 6.00 a.m. and finishing at or before 6.00 p.m. Day shift hours maybe altered on mutual agreement between the employer and employee during daylight saving hours.

**Afternoon Shift** other than for a part-time employee means a period of duty commencing at or after 10.00 a.m. and before 8.00 p.m.

**Night Shift** other than for a part-time employee means a period of duty commencing at or after 8.00 p.m. and before 6.00 a.m.

Afternoon or Night Shift for a part-time employee means any period of duty commencing at or after 6.00 p.m. and before 8.00 a.m.

Ordinary Shift means any shift on which a shift worker is rostered for duty within the ordinary working hours of the employee and according to the relevant roster cycle.

Overtime Shift means any shift worked by a shift worker in excess of five shifts per week.

#### 31.2 Shift work rates

For the purpose of this clause a salary will include all allowances in the nature of salary.

Type of Shift	Shift Rates
<b>Day shift</b>	
Ordinary shift	Ordinary rate

Overtime hours	on a holiday 250% of the ordinary rate otherwise 200% of the ordinary rate
<b>Afternoon or Night Shift (part time employee)</b>	
Ordinary shift	115% of the ordinary rate - (Monday to Friday)
Overtime hours	On a holiday 250% of the ordinary rate otherwise 200% of the ordinary rate
<b>Night Shift</b>	
Ordinary Shift	115% of the ordinary rate (Monday to Friday)
Overtime Hours	On a holiday 250% of the ordinary rate otherwise 200% of the ordinary rate.

### 31.3 Continuous shifts

- 31.3.1 This sub-clause does not apply where the employee is required to work rotational shifts unless otherwise agreed.
- 31.3.2 A part-time employee working afternoon or night shift or another employee working night shift for a period exceeding four continuous weeks will be paid an additional allowance of 15%.

### 31.4 Payment for weekend work

An employee required to work an ordinary shift on a weekend shall be paid as follows:

<b>Day of Weekend</b>	<b>Rate</b>
Saturday	150% of the Ordinary Rate
Sunday	200% of the Ordinary Rate

### 31.5 Time off in lieu

- 31.5.1 An employee required to work an ordinary shift on a gazetted public holiday may elect to be paid 150% of the ordinary rate and will be entitled to one days leave in lieu of the holiday provided that the employee notifies the employer of the election within fourteen days of the holiday.
- 31.5.2 Should a holiday fall within an employee's paid leave that employee will be granted one days leave in lieu of the holiday.

### 31.6 Alternative shift work arrangements

- 31.6.1 On 21days' notice of the proposed change upon consultation the employer and the employees concerned may agree to extend shifts to up to 9 hours 30 minutes (excluding meal breaks)
- 31.6.2 An employee working extended shifts will not be required to work more than 80% of the ordinary working days Monday to Friday.

## 32. OVERTIME



32.1 A full-time employee will be paid overtime for all authorised time worked in excess of or outside ordinary hours. A part-time employee will be paid overtime for all authorized time worked in excess of or outside the ordinary hours and for any time worked in excess of their contracted hours.

32.2 Overtime shall be computed as follows:

Fixed hours of duty	Each day stands alone.  All time worked in excess or outside fixed hours will be overtime.
Flexible hours of duty	All time worked in excess of hours prescribed in the work cycle will be overtime

32.3 Overtime which is continuous with ordinary hours of duty and extends beyond midnight will be deemed to be performed on the day overtime commenced.

32.4 Overtime which is not continuous with ordinary hours of duty and is worked before or after midnight will be deemed to have been worked on the day which the higher rate is payable.

32.5 Overtime will be calculated to the nearest 1/4 hour.

32.6 Calculation of overtime pay will not include:

- a. shift allowances

32.7 Calculation of overtime pay will include:

- a. higher duties allowance; and
- b. any other allowance in the nature of salary; and
- c. In the case of casual employment, casual loading as set out in clause 19.8.2.

32.8 Payment for overtime will not be subject to limitation within a work cycle as detailed in 32.2. The rate payable will not exceed the overtime rate payable to the top pay point of PACCT Level 6.

32.9 A part-time employee may, following a reasonable management request, agree to a request from the employer to work hours in excess of their normal time fraction. In such circumstances the employee will be paid overtime at the appropriate overtime rate for the hours worked in excess of their contracted hours.

32.10 Overtime rates

32.10.1 Other than shift employees, a full-time employee and part-time employee will be paid the following overtime rates.

Day worked	Overtime rate
Monday - Friday	150% of the ordinary rate for the first 2 hours; and 200% of the ordinary rate thereafter
Saturday	150% of the ordinary rate for the first 2 hours; and 200% of the ordinary rate thereafter
Sunday	200% of the ordinary rate
Holiday	250% of the ordinary rate
<b>Shiftworkers</b>	
Except on a holiday	200% of the ordinary rate
Holiday	250% of the ordinary rate

32.10.2 A casual employee will be paid overtime for any time worked in excess of or outside the ordinary hours of duty at the following overtime rates:

32.10.1 175% of the hourly rate for the first 2 hours; and

32.10.2 225% of the hourly rate after 2 hours.

NOTE: The overtime rates for casual employees have been calculated by adding the casual loading prescribed by clause 19.8.2 to the overtime rate for full-time and part-time employees prescribed by 32.10.1.

32.10.3 An employee, other than a casual employee, whose ordinary hours of work are 38 hours between Monday and Friday must be paid a minimum of 3 hours at overtime rates for work performed on a Saturday.

32.10.4 An employee, other than a casual employee, working on a Sunday is entitled to a minimum payment of 4 hours at penalty rates provided they are available to work for 4 hours.

### 32.11 Time off in lieu of overtime

32.11.1 An employee, other than a casual employee, in receipt of a salary less than PACCT Level 7 may, by mutual agreement between the employee and the employer reached prior to the overtime being worked, take time off in lieu of overtime payment such time off being calculated in the same manner as prescribed in clause 32.10 for payment for overtime worked. Provided that:

32.11.1.1 if the employee requests at any time to be paid for overtime worked but not taken as time off, the employer must pay the employee for the overtime, in the next available pay period following the request, at the overtime rate applicable to the overtime when worked.

32.11.1.2 the employer must keep a copy of any agreement under clause 32.11.1 as an employee record.

32.11.1.3 The employer must not exert influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.

32.11.2 An employee, other than a casual employee, at PACCT Level 7 or above will not be entitled to be paid overtime but will be allowed time off in lieu of overtime.

32.11.3 Time off in lieu of overtime payment will be taken at a time or times mutually agreed between the employee and the employer.

32.11.4 The amount of time off in lieu to be taken shall be calculated in the same manner prescribed in clause 32.10.

32.11.5 If on termination of the employee's employment, time off for overtime worked by the employee has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked. However, this clause does not apply to a casual employee.

### 32.12 Employee recalled to duty

32.12.1 An employee required to work overtime which is not continuous with ordinary hours of duty will be paid a minimum of three hours at the appropriate rate.

32.12.2 Where more than one overtime attendance is involved, 32.10 will not operate to increase the overtime payment paid to an employee if the employee remained on duty

from the time of commencing the first attendance to the time of ceasing any subsequent attendances.

### 32.13 **Rest relief after overtime**

32.13.1 Reasonable travelling time will mean the period of time normally required to travel from the employee's place of residence to the Institute and back.

32.13.2 An employee will be entitled to at least a ten-hour break plus reasonable travelling time without loss of pay between the end of one period of duty and the beginning of the next.

32.13.3 An employee required by the employer to resume or continue to work without having a ten-hour break plus reasonable travelling time off duty will be paid at 200% of the ordinary rate of pay until released from duty for a ten hour break plus reasonable travelling time without loss of pay.

### 32.14 **Employees to work reasonable overtime**

32.14.1 Subject to clause 32.13.2 an employer may require an employee to work reasonable overtime at overtime rates at any time during the seven days of the week, e.g., Open Day and/or Enrolment Events.

32.14.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:

- Any risk to an employee's health and safety;
- The employee's personal circumstances including any family responsibilities;
- The need of the workplace or enterprise;
- The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- Any other relevant matter.

## **PART G - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **33 PUBLIC HOLIDAYS**

33.1 Employees will be entitled to the following public holidays:

- New Year's Day
- Good Friday Easter Saturday
- Easter Monday
- Christmas Day
- Boxing Day
- Australia Day
- Anzac Day
- King's Birthday
- Labour Day
- Melbourne Cup Day

- Any other day or days gazetted in addition to or substitution of any of the above and holidays declared or prescribed by, or under, a law of a State or Territory in which the Agreement operates.

- 33.2 Where Christmas Day, Boxing Day, New Year's Day or Australia Day falls on a weekend, a holiday in lieu will be observed on the next following weekday which is not a public holiday.
- 33.3 Where both Christmas Day and Boxing Day fall on a weekend, holidays in lieu will be observed on the following Monday and Tuesday.
- 33.4 With respect to shift work employees where Christmas Day, Boxing Day or New Year's Day falls on a weekend, the weekend day will not be subject to the holiday penalty but the day observed in lieu shall.
- 33.5 Where an additional or substitute public holiday is proclaimed or gazetted by the authority of the Commonwealth Government or of the State Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout the State, that holiday will be observed.
- 33.6 The employer and employee may:
- 33.6.1 Agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.
- 33.6.2 Agree to substitute another day for a day that would otherwise be a public holiday under the NES.

## 34 RECOGNITION OF PRIOR SERVICE

- 34.1 From the date of certification of this Agreement, the employer will not recognise, for long service and sick leave purposes, the prior service of new employees other than casuals with any employer except prior service with a TAFE Institute or College, any Australian University, the State and Commonwealth public service and with an employer who has reciprocal recognition of service policies and arrangements, on the condition that:
- 34.1.1 the break in service between the former employer and this Institute does not exceed six (6) months;
- 34.1.2 the employee must serve at least three (3) years with the Institute before being permitted to take any long service leave; and
- 34.1.3 service in other circumstances may be approved at the discretion of the Chief Executive Officer or nominee.

## 35 LONG SERVICE LEAVE

- 35.1 Entitlement
- 35.1.1 An employee will be granted long service leave as follows:

Years of service	Amount of long service leave
Seven years of completed continuous service	Accrued at 45.5 days paid leave (Pro Rata)
Each additional year of continuous service after the first seven years	Accrue at 6.5 days paid leave (Pro Rata)

- 35.1.2 An employee may access the Long Service Leave entitlements on a pro rata basis after completion of 7 years' service.
- 35.1.3 An employer and an employee may agree that the employee may take the whole or any part of the long service at half pay for a period equal to twice the whole or part of the leave entitlement.
- 35.1.4 Public holidays will not be regarded as part of the leave.

## 35.2 Notice

- 35.2.1 An employee will give six months' notice of an intention to take long service leave. An employer may shorten the notice period as its discretion.

## 35.3 Pro rata payments

- 35.3.1 Where an employee with not less than four completed years of service dies or is terminated on account of:
  - retirement;
  - ill health; or
  - redundancythe employer will pay to the employee or the employee's personal representative a sum equal to the accrued leave entitlements as at the date employment ceases.
- 35.3.2 Where an employee with not less than seven completed years of service resigns or is terminated the employer will in lieu of long service leave pay to the employee the sum equal to the accrued leave entitlements as at the date employment ceases.

## 35.4 Entitlement eligibility

When calculating an employee's entitlement to long service leave the following will be taken into account:

### 35.4.1 Periods of employment in or at:

- a State School;
- a State Department;
- a State Government instrumentality or authority;
- a Victorian Municipality or other Local Government Authority
- a Commonwealth Department;
- a Commonwealth Department instrumentality or authority (including the armed forces);
- a University;
- a College of Advanced Education; or TAFE Colleges or Institutes; provided that there has not been a break in continuous employment of more than twelve months;

35.4.2 war service in the Australian Armed Forces which ended not more than five years before any other employment which entitled an employee to long service leave;

35.4.3 aggregated periods of service for a non-continuous employee with any of the employers listed in 35.4.1

- 35.4.4 service where an employee was in receipt of a pension pursuant to s.68(3) of the State Superannuation Act 1988 (the successor Act);
- 35.4.5 service during which an employee took:
- annual leave; paid sick leave;
  - paid maternity leave;
  - paid adoption leave;
  - paid paternity leave; or
  - any other leave authorised by the employer as counting toward service;
- 35.4.6 the period following retrenchment provided that the absence from continuous employment with an employer listed in 35.4.1 was no more than five years; and
- 35.4.7 the period following resignation which in the opinion of the employer was due to special circumstances provided that the absence from continuous employment from an employer listed in 35.4.1 was no more than five years.

### 35.5 Payment

- 35.5.1 An employee taking long service leave will be entitled to be paid at the rate applicable at the time of taking the leave or receiving payment in lieu of leave, or the employee satisfies the criteria set in clause 26.7.
- 35.5.2 Salaries paid while on long service leave will be paid fortnightly or as otherwise agreed between the employee and the employer.

## 36 ANNUAL LEAVE

### 36.1 Credit of annual leave

- 36.1.1 An employee (other than a casual employee) will accumulate annual leave on a daily basis and entitlements will be displayed on employees' fortnightly pay slip.

### 36.2 Annual leave entitlement

Employee	Annual leave entitlement
<b>7 Day shift employee</b>	
Working ten Sundays or more	Five weeks pro rata
Working less than ten Sundays	Four weeks plus 1/2 day for each Sunday worked
All other employees	Four weeks, pro rata

### 36.3 When annual leave can be taken

- 36.3.1 Annual leave will be taken as mutually agreed between the employer and the employee having regard to the operational needs of the Institute.
- 36.3.2 Annual leave will be taken within twelve months from the date it was credited to the employee.
- 36.3.3 The employer and the employee may agree that the annual leave entitlement may accrue up to a maximum of a 40 days entitlement provided that:
- a. the services of the employee are required by the employer so that the employee

- is unable to take annual leave; or
  - b. the employee whose letter of appointment provides that the employee must take annual leave at a specific time of the year.
- 36.3.4 An employer may allow an employee to take annual leave in advance of the entitlement accruing.
- 36.3.5 An employee with accrued leave in excess of 40 days as at the date on which this Agreement takes effect, shall be required to take such annual leave as accrues beyond that date, within the year in which it accrues.
- 36.4 Institute close-down period
  - 36.4.1 An employee may be required to utilise up to five working days annual leave during a designated Institute close-down period or to take such days as leave without pay.
- 36.5 Payment for annual leave
  - 36.5.1 The payment for agreed annual leave will be paid as per the normal fortnightly pay cycle, unless otherwise agreed between the employee and the employer.
- 36.6 Annual leave loading
  - 36.6.1 The maximum leave loading payable to an employee will not exceed the annual rate of pay for the top sub-division of top pay point of PACCT Level 6.
  - 36.6.2 An employee will be paid the greater of:
    - a. the employees ordinary rate of pay plus a loading of 17 ½ % of that rate, or
    - b. the employee's projected shift earnings for the period of annual leave, including shift penalties and penalties for Saturday or Sunday and holiday duty.
  - 36.6.3 Annual leave loading will be paid annually in the first pay period in December.
  - 36.6.4 The ordinary rate of pay will be the employee's rate of pay at the date the loading is paid.
- 36.7 Pro rata leave loading
  - 36.7.1 An employee with less than twelve months service on the agreed date for the payment of leave loading will be paid on a pro rata basis.
  - 36.7.2 Upon termination of employment with the employer an employee will be paid the annual leave loading on a pro rata basis.

## 37 PERSONAL/SICK LEAVE

- 37.1 The provisions of this clause applies to all employees, other than casual employees.
- 37.2 On commencement of service an employee (other than casual employees) shall be entitled to a credit of 15 days (Pro Rata) of personal leave. Upon each year of service thereafter on the anniversary of commencement a further 15 days (Pro Rata) is credited. Unused personal leave shall be cumulative. See 37.5 for casual employees' personal leave entitlements.
- 37.3 For the purpose of this clause immediate family includes:
  - a. a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person who lives with

the first mentioned person as the husband, wife or same sex partner of that person on a bona fide domestic basis although not legally married to that person:

- b. child or adult child (including adopted child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee, or of the spouse or de facto spouse of the employee.

37.4 Paid personal leave is available to an employee when he or she is absent due to:

- a. personal illness or injury (sick leave); or
- b. personal illness or injury of an immediate family or household member who requires the employee's care or support (carer's leave); or
- c. an unexpected emergency affecting an immediate family or household member (carer's leave); or
- d. the requirement to provide ongoing care and attention to another person who is wholly or substantially dependent on the employee, provided that the care and attention is not wholly or substantially on a commercial basis (carer's leave).

37.5 Absence on public holidays

If the period during which an employee takes paid personal leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal leave on that public holiday.

37.6 Entitlement

The amount of personal leave an employee may take as sick leave is up to 15 days (Pro Rata) in the first year of service and up to the accumulated sick leave thereafter, which shall accrue at the rate of 15 days per year (Pro Rata).

37.7 Taking of leave

An employee will have accrued personal leave credits reduced by the amount of sick leave taken at any one time.

37.8 Use of annual leave or leave without pay

37.8.1 If an employee has exhausted all personal leave credits the number of day's absence in excess of the credit may be deducted from annual leave or be taken as leave without pay as agreed between the employee and the employer.

37.8.2 Prior to granting the annual leave or leave without pay the employer may require the employee to provide a further statutory declaration or medical certificate as to the cause of the illness.

37.8.3 Leave without pay granted under this clause will not extend beyond 52 weeks.

37.9 An employer may approve additional paid leave in advance of an entitlement.

37.10 Proof of illness

37.10.1 If an employee is absent for a period in excess of three continuous days the employee will provide to the employer a medical certificate; or a statutory declaration setting out the cause of the absence.

37.10.2 An employer may require an employee to provide a medical certificate or statutory declaration setting out the cause of the absence, where an absence exceeds an aggregate of five days in any one year. If an employee fails to provide a



certificate or a statutory declaration as requested by an employer the employer may refuse to grant sick leave for the days in excess of five days.

37.10.3 An employee may elect to have any leave in excess of the five days deducted from annual leave; or taken as leave without pay.

37.10.4 An employer may accept a certified statement as to the circumstances of the absence from a person approved by the employer for that purpose, having regard to their knowledge of the circumstance.

#### 37.11 Infectious diseases

37.11.1 If the employer has reason to believe that the employee's illness is a danger to other employees, the absence of the employee will be as prescribed by the Victorian Office of Public Employment from time to time.

## 38 CARER'S LEAVE

38.1 Staff may access all existing Personal leave entitlements as carer's leave, provided appropriate evidence is supplied to payroll.

38.2 The employee must give the employer notice as soon as possible (which may be at a time after the leave has started) of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence.

#### 38.3 Evidence supporting claim

38.3.1 The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

#### 38.4 Unpaid leave

38.4.1 An employee may take unpaid carer's leave with the agreement of the employer. In the absence of agreement, the employee is entitled to two days unpaid carer's leave on each occasion.

#### 38.5 Casual employees – caring responsibilities

38.5.1 Casual employees are entitled to 2 days unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:

- A personal illness, or personal injury, affecting the member; or
- An unexpected emergency affecting the member.

38.5.2 The employer and the employee will agree on the period for which the employee will be entitled to be unavailable to attend work. In the absence of agreement, the employee is entitled to not be unavailable to attend work for up to two (2) days per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

38.5.3 The employer will require the casual employee to provide satisfactory evidence to

support the taking of this leave.

- 38.5.4 The employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in sub clauses (a) and (b) above. The rights of the employer to engage or not engage a casual employee are otherwise not affected.

## 39 COMPASSIONATE LEAVE

### 39.1 Paid leave entitlement

39.1.1 An employee other than a casual is entitled up to three days paid compassionate leave on each occasion when a member of the employee's immediate family or a member of the employee's household:

- a. contracts or develops a personal illness that poses a serious threat to his or her life); or
- b. sustains a personal injury that poses a serious threat to his/her life; or
- c. dies.

39.1.2 An Employee (other than a casual Employee) shall be entitled to 3 days paid compassionate leave on each occasion when a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the employee's household, if the child had been born alive.

39.1.3 Any unused portion of compassionate leave will not accrue from year to year and will not be paid out on termination.

39.1.4 Such leave does not have to be taken consecutively.

39.1.5 If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

### 39.2 Unpaid leave entitlement

39.2.1 In circumstances where an employee requires more than 3 days compassionate leave on each occasion, an employee is entitled to use accumulated leave entitlements or is entitled to take unpaid compassionate leave

### 39.3 Evidence supporting claim

39.3.1 The employer may require the employee to provide satisfactory evidence to support the taking of compassionate leave.

### 39.4 Casual employees

39.4.1 Casual employees are entitled to 2 days compassionate leave for each occasion in accordance with the NES.

## 40 FAMILY VIOLENCE LEAVE

### 40.1 General principle

40.1.1 The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the employer is committed to providing support to employees that experience family violence.

40.1.2 Leave for family violence purposes is available to employees who are experiencing family violence to allow them to be absent from the workplace to attend counselling appointments, legal proceedings and other activities related to, and as a consequence of, family violence.

#### 40.2 Definition of family violence

Family violence includes physical, sexual, financial, verbal or emotional abuse by a family member as defined by the *Family Violence Protection Act 2008* (Vic).

#### 40.3 Eligibility

40.3.1 Leave for family violence purposes is available to all employees with the exception of casual employees.

40.3.2 Casual employees are entitled to access leave without pay for family violence purposes.

#### 40.4 General measures

40.4.1 Evidence of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Registered Health Practitioner, a Family Violence Support Service, District Nurse, Maternal and Health Care Nurse or Lawyer. A signed statutory declaration can also be offered as evidence.

40.4.2 All personal information concerning family violence will be kept confidential in line with the employer's policies and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.

40.4.3 No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence.

40.4.4 The employer will identify contact/s within the workplace who will be trained in family violence and associated privacy issues. The employer will advertise the name of any Family Violence contacts within the workplace.

40.4.5 An employee, experiencing family violence may raise the issue with their immediate supervisor, Family Violence contracts, union delegate or nominated HHRS contact. The immediate manager may seek advice from the HHRS if the employee chooses not to see the HHRS or Family Resources contact.

40.4.6 Where requested by an employee, the HHRS will liaise with the employee's manager on the employee's behalf and will make a recommendation on the most appropriate form of support to be provided.

40.4.7 The employer will develop guidelines to supplement this clause, and which details the appropriate action to be taken in the event that an employee reports family violence.

#### 40.5 Leave

40.5.1 An employee experiencing family violence will have access to 20 days per year of paid special leave for medical appointments, legal proceedings and other activities related to family violence (this leave is not cumulative but if the leave is exhausted consideration will be given to providing additional leave). This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

- 40.5.2 An employee who supports a person experiencing family violence may utilise their personal/carer's leave entitlement to accompany them to court, to hospital, or to care for children. The employer may require evidence from an employee seeking to utilise their personal/carer's leave entitlement.

#### 40.6 Individual support

- 40.6.1 In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the employer will approve any reasonable request from an employee experiencing family violence for:
- 40.6.2 Temporary or ongoing changes to their span of hours or pattern of hours and/or shift patterns;
- 40.6.3 Temporary or ongoing job redesign or changes to duties;
- 40.6.4 Temporary or ongoing relocation to suitable employment;
- 40.6.5 A change to their telephone number or email address to avoid harassing contact;
- 40.6.6 Any other appropriate measure including those available under provisions for family friendly and flexible work arrangements.
- 40.6.7 Any changes to an employee's role should be reviewed at agreed period. When an employee is no longer experiencing family violence, the terms and conditions of employment may revert back to the terms and conditions applicable to the employee's substantive position.
- 40.6.8 An employee experiencing family violence will be offered access to the employee assistance program (EAP) and/or other available local employee support resources. The EAP shall include professionals trained specifically in family violence.
- 40.6.9 An employee that discloses that they are experiencing family violence will be given information regarding current support services.

## 41 CULTURAL & CEREMONIAL LEAVE

### *NAIDOC Week Leave*

- 41.1 An Employee of Aboriginal or Torres Strait Islander descent is entitled to one day of paid leave per year to participate in National Aboriginal and Islander Day Observance Committee (NAIDOC) week activities and events.
- 41.2 NAIDOC week leave will not accrue from year to year and will not be paid out on termination of the employment of the Employee.

### *Leave to attend Aboriginal community meetings*

- 41.3 The Institute may approve attendance during working hours by an Employee of Aboriginal or Torres Strait Islander descent at any Aboriginal community meetings, except the Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.

### *Leave to attend Annual General Meetings of Aboriginal community organisations*

- 41.4 The Institute may grant an Employee of Aboriginal or Torres Strait Islander descent accrued annual or other leave to attend Annual General Meetings of Aboriginal community organisations at which the election of office bearers will occur.

### *Ceremonial leave*

41.5 Ceremonial leave may be granted to an Employee of Aboriginal or Torres Strait Islander descent for ceremonial purposes:

- (a) connected with the death of a member of the immediate family or extended family (provided that no Employee shall have an existing entitlement reduced as a result of this clause); or
- (b) for other ceremonial obligations under Aboriginal and Torres Strait Islander lore.

41.6 Where ceremonial leave is taken for the purposes outlined in clause 41.5(a), up to three days in each year of employment will be with pay. Paid ceremonial leave will not accrue from year to year and will not be paid out on termination of the employment of the Employee

41.7 Ceremonial leave granted under this clause is in addition to compassionate leave granted under clause 39.

## **42 REHABILITATION PROGRAM WELFARE**

42.1 In circumstances where an employee has exhausted all accrued leave credits and at the request of the individual, or where the employer is of the opinion that a problem is adversely affecting the employee's work performance, including:

- stress
- alcohol and drug dependency
- marriage and/or family problems
- compulsive gambling

the employer may grant the employee leave with pay or without pay to undertake an approved rehabilitation program. Failure to undertake such an approved rehabilitation program may necessitate the employer referring to the relevant Award or Agreement for an alternative remedy.

## **43 BLOOD DONOR LEAVE**

43.1 Reasonable leave with pay shall be granted for attendance at local blood donation centres for the purpose of making blood donations.

## **44 INDUSTRIAL RELATIONS TRAINING**

44.1 An employee other than a casual employee who has been selected to attend an approved training course shall be entitled to a maximum of five days paid leave per calendar year for that purpose, provided that operating requirements permit the granting of such leave. The employer may approve paid leave of absence in excess of five days and up to a maximum of ten days in any one year except that the total leave granted in that year and the subsequent year shall not exceed ten

days in total.

- 44.2 Approved training course, shall include, but not be limited to, any course conducted:
- a. by or with the support of the Union that will improve the implementation of matters in this agreement; or
  - b. by or under the auspices of an association of trade unions, the scope, content, and level of which course contributes to a better understanding of industrial relations that will improve the implementation of matters in this agreement.
- 44.3 An application for leave under this clause shall be accompanied by a statement from the union to the effect that the union has nominated the employee for the course or supports the employee's application. The application must be made prior to the leave occurring and be accompanied by a statement detailing dates, times, venue and content of the education course.
- 44.4 Leave granted under this section:
- a. shall be on full pay which shall include payments which are deemed to be part of pay for all purposes but shall not include shift penalty and overtime payments;
  - b. may include any necessary travelling time in normal working hours immediately before or after the education course; and
  - c. shall count as service for all purposes.
- 44.5 An employee granted leave under this clause shall not be entitled to reimbursement of personal expenses such as fares accommodation or meal costs incurred in attending an education course.

## **45 SPECIAL LEAVE DUE TO MILITARY CONFLICT DISABILITIES**

- 45.1 Where the employer is satisfied that the illness of an employee with at least six months' service in the Australian Defence Force is directly attributable to or is aggravated by the employee's service in any military conflict in which Australia participated, the employee shall apart from any sick leave which may be standing to the employee's credit, be credited with fifteen days special leave with full pay.
- 45.2 Such special sick leave shall be cumulative provided that the total of such accumulated leave standing to the credit of an employee shall not at any time exceed 100 days.

## **46 LEAVE FOR COMMUNITY SERVICE AND JURY SERVICE**

- 46.1 Community Engagement Leave
- 46.1.1 an employee engages in an eligible community service activity, excluding jury service, he or she is entitled to four paid half days leave, in line with the employer's policy.
  - 46.1.2 Employees will be required to give the employer notice of an absence as soon as possible (which may be a time after the absence has started) for an eligible community service activity under this clause and must advise the employer of the period or expected period of absence. The employer may also require satisfactory evidence of the employee's participation in the relevant activity for which leave is requested.

## 46.2 Jury service

46.2.1 An employee required under the Juries Act 2000 as amended to appear and serve as a juror in any court will be entitled to be granted by the employer leave with pay for the period during which the attendance of the employee at court is required. The employee will not be required to account for any allowances received by him or her.

## 47 PARENTAL LEAVE

### 47.1 National Employment Standards and the Paid Parental Leave Act

- 47.1.1 The entitlements to paid parental leave under this clause are separate, and in addition, to the entitlements (if any) of an employee under the Paid Parental Leave Act 2010.
- 47.1.2 Subject to the terms of this clause employees are entitled to paid and unpaid maternity, paternity/partner and adoption leave and to work part-time in connection with the birth or adoption of a child.
- 47.1.3 The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.
- 47.1.4 An eligible casual employee means a casual employee:
  - a. employed by an employer on a regular and systematic basis for a sequence of periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and
  - b. who has a reasonable expectation of ongoing employment, but for the pregnancy or the decision to adopt.
- 47.1.5 For the purposes of this clause, continuous service is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).
- 47.1.6 An employer must not fail to re-engage a casual employee because:
  - a. the employee or employee's spouse is pregnant; or
  - b. the employee is or has been immediately absent on parental leave.
- 47.1.7 The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

### 47.2 Definitions

- 47.2.1 For the purpose of this clause child means a child of the employee under school age except for adoption of an eligible child where 'eligible child' means a person under the age of 16 years who is placed with the employee for the purposes of adoption, other than a child or stepchild of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.
- 47.2.2 For the purposes of this clause, spouse includes a de facto spouse, former spouse or former de facto spouse. The employee's "de facto spouse" means a person who lives with the employee as husband, wife or same sex partner on a bona fide domestic basis, although not legally married to the employee.

### 47.3 Basic entitlement

- 47.3.1 Employees, who have or will have completed at least twelve months continuous service, are entitled to a combined total of 104 weeks paid and unpaid parental leave on a shared basis in relation to the birth or adoption of their child. An employee who

does not satisfy the qualifying service requirement for the paid components of leave or an employee, who is an eligible casual employee, shall be entitled to leave without pay for a period not exceeding 104 weeks

47.3.2 Leave available is summarised in the following table:

Type of leave	Paid leave	Unpaid leave	Total combined paid and unpaid leave
Maternity leave	14 weeks	Up to 90 weeks if primary care giver	104 weeks
Paternity/partner	2 weeks	up to 102 weeks if primary care giver	104 weeks
Adoption leave - primary care giver	14 weeks	Up to 90 weeks	104 weeks
Adoption leave - secondary care giver	2 weeks	up to 1 week	3 weeks
*In the event that an employee's birth partner does not survive child birth, then that employee shall be entitled to maternity leave provisions.			

#### 47.4 Employee couple - concurrent leave

47.4.1 Parental leave is to be available to only one parent at a time in a single unbroken period. However, both parents may simultaneously take:

- a. in the case of paternity/partner leave an employee shall be entitled to a total of 2 weeks paid leave (which need not be taken consecutively) and up to 50 weeks unpaid leave in connection with the birth of a child for whom he or she has accepted responsibility which may be commenced 1 week prior to the expected date of birth; and
- b. in the case of short adoption leave for the secondary care giver 2 week's paid leave and up to 50 weeks' unpaid leave which may be commenced at the time of placement.

47.4.2 Subject to 47.9.1 (a), the total concurrent leave must be for a period of 8 weeks or less. Where the employer agrees the employee may start concurrent leave earlier or end concurrent leave later than provided for in 47.4.1.

#### 47.5 Maternity leave

47.5.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

- a. of the expected date of confinement (the employer may require the employee to provide evidence that would satisfy a reasonable person or a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks; and
- b. of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.

47.5.2 When the employee gives notice under 47.4.1 the employee must also provide a statutory declaration stating particulars of any period of paternity/partner leave sought or taken by her spouse and that for the period of maternity leave she will not engaged in any conduct inconsistent with her contract of employment.



- 47.5.3 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- 47.5.4 Subject to 47.3 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- 47.5.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or is on paid leave under 47.14 an employer may required the employee to provide a certificate from a registered medial practitioner that she is fit for work in her present position. The employer may require the employee to start maternity leave if the employee:
- a. does not give the employer the requested certificate within 7 days after the request; or,
  - b. within 7 days after the request for the certificate, gives the employer the medical certificate stating that the employee is unfit to work.
- 47.5.6 Where leave is granted under 47.5.4 during the period of leave, an employee may return to work at any time as agreed between the employer and the employee, provided that time does not exceed four weeks from the recommencement date desired by the employee.
- 47.6 Personal illness leave and special maternity leave
- 47.6.1 Where the pregnancy of an employee, not then on maternity leave, terminates other than by the birth of a living child, the employee must as soon as practicable give notice to the employer of the taking of leave advising the employer of the period, or expected period, of the leave in accordance with the following:
- a. where the pregnancy terminates during the first 20 weeks, during the notified period/s the employee is entitled to access any paid and/or unpaid personal illness leave entitlements in accordance with the relevant personal leave provisions;
  - b. where the pregnancy terminates after the completion of 20 weeks, during the notified period/s the employee is entitled to paid special maternity leave not exceeding the amount of paid maternity leave available under 47.3.2, and thereafter, to unpaid special maternity leave.
- 47.6.2 If an employee takes leave for a reason outlined in 47.6.1 (a) and 47.6.1 (b), the employer may require the employee to provide evidence that would satisfy a reasonable person or a certificate from a registered medical practitioner.
- 47.6.3 Where an employee not then on maternity leave is suffering from an illness whether related or not to pregnancy an employee may take any paid personal illness leave to which she is entitled and/or unpaid personal illness leave in accordance with the relevant personal illness leave provisions.
- 47.7 Paternity/Partner leave
- 47.7.1 An employee will provide to the employer at least ten weeks prior to each proposed period of paternity/partner leave, with:
- a. evidence (the employer may require the employee to provide evidence that would satisfy a reasonable person or a certificate from a registered medical practitioner} which names his or her spouse and states that she is pregnant and the expected

- date of confinement or states the date on which the birth took place; and
- b. written notification of the dates on which he or she proposes to start and finish the period of paternity leave; and
- c. a statutory declaration stating:
  - i. except in relation to leave taken simultaneously with the child's mother under clause 46.4.1 or clause 47.4.1(a) that he or she will take the period of paternity/partner leave to become the primary care-giver of a child;
  - ii. particulars of any period of maternity leave sought or taken by his or her spouse; and
  - iii. that for the period of paternity/partner leave he or she will not engage in any conduct inconsistent with his or her contract of employment.

47.7.2 The employee will not be in breach of 47.4 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

#### 47.8 Adoption leave

- 47.8.1 The employee shall be required to provide the employer with written notice of their intention to apply for adoption leave as soon as is reasonably practicable after receiving a placement approval notice from an adoption agency or other appropriate body.
- 47.8.2 The employee must give written notice of the day when the placement with the employee is expected to start as soon as possible after receiving a placement notice indicating the expected placement day.
- 47.8.3 The employee must give the following written notice of the first and last days of any period of adoption leave they intend to apply for because of the placement:
  - a. Where a placement notice is received within the period of 8 weeks after receiving the placement approval notice - before the end of that 8 week period; or
  - b. Where a placement notice is received after the end of the period of 8 weeks after receiving the placement approval notice - as soon as reasonably practicable after receiving the placement notice.
- 47.8.4 Generally the employee must apply for leave to the employer at least ten weeks before the date when long adoption leave begins and the period of leave to be taken or 14 days in advance for short adoption leave. An employee may commence adoption leave before providing such notice where, through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- 47.8.5 Before commencing adoption leave, an employee will provide the employer with a statement from an adoption agency of the day when the placement is expected to start and a statutory declaration stating:
  - a. that the child is an eligible child, whether the employee is taking short or long adoption leave or both and the particulars of any other authorised leave to be taken because of the placement.
- 47.8.6 Except in relation to leave taken simultaneously with the child's other adoptive parent under clause 46.4.1 or clause 46.4 (a) that the employee is seeking adoption leave to become the primary care-giver of the child;

- a. particulars of any period of adoption leave sought or taken by the employee's spouse; and
  - b. that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- 47.8.7 An employee must provide the employer with confirmation from the adoption agency of the start of the placement.
- 47.8.8 Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately. The employer will then nominate a time, not exceeding four weeks from receipt of notification, for the employee's return to work.
- 47.8.9 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.
- 47.8.10 An employee seeking to adopt a child is, on the production of satisfactory evidence if required, entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations necessary to the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee the employer may require the employee to take such leave instead.
- 47.9 Right to request
  - 47.9.1 An employee entitled to parental leave pursuant to the provisions of clause 47.3 may request the employer to allow the employee:
    - a. to extend the period of simultaneous unpaid parental leave provided for in clause 47.14.1 up to a maximum of 13 weeks;
    - b. to extend the period of unpaid parental leave provided for in clause 47.14.1 by a further continuous period of leave not exceeding 12 months;
    - c. to return from a period of parental leave on a part-time basis until the child reaches school age to assist the employee in reconciling work and parental responsibilities.
  - 47.9.2 The employer shall consider the request having regard to the employee's circumstances and provided the request is genuinely based on the employee's parental responsibilities may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement employees, loss of efficiency and the impact on customer service.
- 47.10 Employee's request and employer's decision to be in writing
  - 47.10.1 The employee's request and the employer's decision made under clauses 47.9.1(a) and 47.9.1(b) must be in writing. The employer's response, including details of the reasons for any refusal, must be given as soon as practicable and no later than 21 days after the request is made.
- 47.11 Request to return to work part-time
  - 47.11.1 A request under clause 47.8.6(c) must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

#### 47.12 Variation of period of parental leave

- 47.12.1 Unless agreed otherwise between the employer and employee, where an employee takes leave under clause 47.3.1 and 47.8.6(b), an employee may apply to their employer to change the period of parental leave on one occasion. Any such change must be notified in writing at least two weeks prior to the start of the changed arrangements.

#### 47.13 Parental leave and other entitlements

- 47.13.1 An employee may in lieu of or in conjunction with parental leave access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under 47.8.10.
- 47.13.2 Where a public holiday occurs during a period of paid parental leave the public holiday is not to be regarded as part of the paid parental leave and the employer will grant the employee a day off in lieu to be taken by the employee immediately following the period of paid parental leave.

#### 47.14 Transfer to a safe job

- 47.14.1 Where an employee is pregnant and provides evidence that would satisfy a reasonable person that she is fit for work but it is inadvisable for her to continue in her present position during a stated period because of illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee, the employee will, if the employer deems it practicable, be transferred to a safe job with no other change to the employee's terms and conditions of employment until the commencement of maternity leave. The employer may require the evidence referred to above to be a medical certificate.
- 47.14.2 If the employer does not think it reasonably practicable to transfer the employee to a safe job, the employee may take paid no safe job leave, or the employer may require the employee to take paid no safe job leave immediately for a period which ends at the earliest of either:
  - a. when the employee is certified unfit to work during the six week period before the expected date of birth by a registered medical practitioner, or
  - b. when the employee's pregnancy results in the birth of a living child or when the employee's pregnancy ends otherwise than with the birth of a living child.
- 47.14.3 The entitlement to no safe job leave is in addition to any other leave entitlement the employee has.

#### 47.15 Returning to work after a period of parental leave

- 47.15.1 An employee will notify their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.
- 47.15.2 Subject to clause 47.15.3 an employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 47.14.1 the Employee will be entitled to return to the position they held immediately before such transfer.
- 47.15.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

#### 47.16 Replacement employee

- 47.16.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred as a result of an employee proceeding on parental leave.
- 47.16.2 Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

#### 47.17 Consultation and communication during parental leave

- 47.17.1 Where an employee is on parental leave and a definite decision has been made that will have a significant effect on the status, pay or location of the employee's pre-parental leave position, the employer shall take reasonable steps to:
- a. make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
  - b. provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- 47.17.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- 47.17.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with 47.17.1.

## 48 DISCIPLINE PROCEDURES

### 48.1 Principles

- 48.1.1 The Institute is committed to ensuring that any disciplinary processes are followed in accordance with legislative standards and principles of natural justice.
- 48.1.2 Procedures are to be developed that are consistent, fair and equitable and that ensure the standards and principles mentioned in 48.1.1 above are applied.
- 48.1.3 The procedures will also comply with the following:
- the procedures are to be documented and accessible;
  - any disciplinary processes are to be resolved in a timely manner;
  - sanctions, if applied, are to be appropriate;
  - decisions and processes are to embody the principles of natural justice;
  - decisions are to be documented and capable of review; and appropriate confidentiality is to be maintained.
- 48.1.4 The principle objective of disciplinary procedures is to encourage improvement in work performance and/or conduct of employees. Procedures are to be considered in the context of professional development and performance management.
- 48.1.5 The following principles of natural justice are to apply:
- any allegation against an employee shall be made known to that employee;

- the employee shall be given the opportunity to respond to the allegations and have their responses considered;
- all investigations must be thorough and decisions must be made by persons with appropriate authority;
- an employee shall be given the opportunity to improve work behaviour or conduct before sanctions are applied (except in the circumstance of serious misconduct);
- employees are not to be subject to any victimisation or discrimination as a result of being subjected to a disciplinary process;
- clear warnings are to be provided to employees of the possible consequences of disciplinary processes, including the option of dismissal; and
- in all instances, appropriate confidentiality shall be maintained.

48.1.6 Discipline procedures will not apply in the case where serious misconduct has occurred.

- Application of this policy will take into consideration:
  - Length of service of the employee
  - Previous record of the employee
- Seriousness of poor performance and misconduct; and
- Prior occurrences/warnings of poor performance or misconduct

48.1.7 Disciplinary processes are to be undertaken separately from and are not part of the employee Appraisal Process. While poor performance or misconduct matters may arise as an issue during the employee Appraisal Process, that process is to be then put aside and the matters dealt with under this clause.

## 48.2 Definitions

48.2.1 **Serious misconduct** is defined as:

- wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment; and conduct that causes imminent and serious risk to: the health or safety of a person; or
- the reputation, viability or profitability of the employer's business; conduct which includes an employee in the course of the employee's employment engaging in:
  - theft; or
  - fraud; or
  - assault; or
  - being intoxicated at work; or
  - refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract.

## 48.3 Procedures

48.3.1 Managers are required in the first instance to attempt to resolve disciplinary

matters (other than cases of serious misconduct) informally at the local workplace level.

- 48.3.2 The manager is required to arrange a meeting to advise the employee of any allegations of poor performance or misconduct (claims of serious misconduct are to be dealt in accordance with Clause 48.4.1). This initial advice may be verbal or in writing. If the advice is provided verbally, managers are required to keep appropriate diary notes. Any diary notes made will be accessible by the employee at his/her request.
- 48.3.3 The employee may have another person with them for support. That person will normally be another member of staff or union representative (local Branch official or official from Union Victorian Division), he/she may not be a family member or legal counsel and is in attendance to only provide advice and support to the employee. Advice and support does not include advocacy on the employee's behalf
- 48.3.4 The employee is to be given every opportunity to respond to any allegations. This may be at the initial meeting or at another meeting to be held within 3 working days of the initial meeting.
- 48.3.5 Following the response from the employee, consideration and investigation of issues raised will be undertaken by the relevant manager, and a decision made regarding continuance of the disciplinary procedures.
- 48.3.6 Where it is found the allegations are unsubstantiated, this will be conveyed to the employee as soon as possible and any written material regarding the allegations or the investigation will be destroyed.
- 48.3.7 Where the allegations are substantiated, and where appropriate, a strategy to deal with/rectify the problem is to be determined (this may include an agreed performance plan and targeted professional development) and a review process within a 3-month period determined. A formal record of the strategy and review process is to be documented and signed by both parties. In the event the employee refuses to sign the document, a note should be attached explaining his/her reasons for not signing. The employee may attach a dissenting statement.
- 48.3.8 At the conclusion of the review period, a meeting is to be conducted between the employee and their manager to determine whether the measures to rectify the problem have been successful. Another person may accompany the employee under the same terms as in 48.3.3.
- 48.3.9 If the measures have been met, the employee is to be advised in writing that the disciplinary process will cease. A copy of all documentation is to be handed to the employee and a copy is to be retained on the employee's confidential personnel file.
- 48.3.10 If the measures have not been met, the employee will be provided with a formal first written warning, and a further strategy to rectify the problem is to be established with a review process within a 3 month period determined. The written warning is to include a summary of possible consequences if the desired level of work performance is not met, including the option of dismissal. The strategy and review process is to be documented and treated in a similar manner as described in clause 48.3.7.
- 48.3.11 At the conclusion of the review period, a meeting will be conducted between the manager and the employee to determine if the measures to rectify the problem have been met. Another person may accompany the employee under the same terms as in 48.3.3.

48.3.12 If the measures have been met, the employee is advised in writing that the discipline processes will cease. Copies of all documentation will be provided to the employee and a copy will be placed on the employee's confidential personnel file.

48.3.13 In the event the measures have not been met a report will be prepared and submitted to the CEO with a recommendation for appropriate action. The employee will be advised in writing of the CEO's decision within 24 hours.

#### 48.4 Serious misconduct

48.4.1 Any claim of serious misconduct is to be brought to the attention of the CEO immediately who will determine what action is to be taken. Options to be considered may include:

- a requirement for formal investigation, which could include suspending the employee with pay until the investigation is completed;
- a first written warning;
- a final written warning that if similar misconduct occurs again, dismissal could occur; or
- if it is considered all matters have been investigated thoroughly and is serious enough, dismissal may occur.

#### 48.5 Appeals process

48.5.1 Employees with a grievance regarding the implementation of this clause may access the Dispute Resolution process in clause 20 within this document.

#### 48.6 Termination

48.6.1 An employee terminated on the grounds of serious misconduct will be paid any outstanding pay and leave accruals only.

48.6.2 An employee terminated following a disciplinary process will be entitled to the following notice periods:

Period of Continuous Service	Period of Notice
Not more than 1 year	At least 1 week or payment in lieu of this period
More than 1 year but not more than 3	At least 2 weeks or payment in lieu of this period
More than 3 years but not more than 5	At least 3 weeks or payment in lieu of this period
More than 5 years	At least 4 weeks or payment in lieu of this period



## Appendix 1- RATES OF PAY

The employer will not pay a rate that is less than the rates detailed in the Educational Services (Post Secondary Education) Award 2020 as varied from time to time.

CLASSIFICATION	Level	Current Annual Salary	Year 1 increase 3.5% 1 July 2023	Year 2 increase 1.75% 1 July 2024
PACCT 1	1.1	\$46,722	\$48,357	\$49,204
	1.2	\$48,410	\$50,104	\$50,981
PACCT 2	2.1	\$50,097	\$51,850	\$52,758
	2.2	\$51,786	\$53,599	\$54,536
	2.3	\$53,472	\$55,344	\$56,312
	2.4	\$55,359	\$57,297	\$58,299
PACCT 3	3.1	\$57,089	\$59,087	\$60,121
	3.2	\$59,109	\$61,178	\$62,248
	3.3	\$61,646	\$63,804	\$64,920
PACCT 4	4.1	\$63,237	\$65,450	\$66,596
	4.2	\$65,634	\$67,931	\$69,120
	4.3	\$68,661	\$71,064	\$72,308
PACCT 5	5.1	\$70,629	\$73,101	\$74,380
	5.2	\$73,304	\$75,870	\$77,197
	5.3	\$75,981	\$78,640	\$80,017
PACCT 6	6.1	\$78,635	\$81,387	\$82,812
	6.2	\$81,531	\$84,385	\$85,861
	6.3	\$84,410	\$87,364	\$88,893
PACCT 7	7.1	\$87,290	\$90,345	\$91,926
	7.2	\$90,241	\$93,399	\$95,034
	7.3	\$93,192	\$96,454	\$98,142
	7.4	\$96,145	\$99,510	\$101,252
PACCT 8	8.1	\$99,108	\$102,577	\$104,372
	8.2	\$102,060	\$105,632	\$107,481
	8.3	\$105,012	\$108,687	\$110,589
	8.4	\$107,963	\$111,742	\$113,697

## Appendix 2 - Allowances

The following rates are set by the Australian Taxation Office and are adjusted annually at 1st July each year.

### Travelling

Employees using their own form of transport and not being reimbursed a negotiated commuted amount in which the cost of travelling is included shall be reimbursed at the rates specified below.

Employees are required to obtain approval in advance of using their own vehicle on Institute business by using the form "Application to Use a Private Vehicle on Official Business" and in accordance with Institute policy.

Year	Cents per kilometer
2023-2024	85

### Overnight Absences

Meal	Capital Cities & High Cost Centre	Tier 2 & Other country Centre i.e. Mildura	Absent from Institute between the hours of:
Breakfast	\$29.90	\$26.80	7.00 am to 8.30 am
Lunch	\$33.65	\$30.60	12 noon to 2.00 pm
Dinner	\$57.30	\$52.75	6.00 pm to 7.00 pm
Incidentals	\$21.30	\$21.30	
Accommodation	\$173.00	\$134.00	

The Institute will generally arrange for a purchase order to be issued for accommodation. Where this is not possible, the employee may claim reasonable expenses by way of production of a hotel/motel receipt when making a claim for accommodation.

Part day travel allowance: Non overnight absences in excess of 10 hours employees will be paid \$26.40 via payroll services.

These allowances will only be paid for business undertaken outside a 24 kilometre radius from the Institute

\*\* ATO amounts in this table refer to an annual income \$133,450 or below

## Appendix 3 - Classification Descriptors

In this clause there are six classification dimensions defined as follows:

Education, Training and Experience means the type and duration of training which the duties of the classification level typically require for effective performance. Training is the knowledge through formal education, on the job instruction or exposure to procedures.

Task Level means the type, complexity and responsibility of the tasks typically performed by employees within each proposed classification level.

Judgement and Problem-Solving means judgement is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of action are available. The dimension looks at how much of each of these qualities applies at each classification level.

Supervision and Independence means both the way in which positions are supervised, managed or held accountable, and the degree of independence which applies in the role of the position in supervising or managing other employees or contractors. Independence is also the extent to which an employee member can work independently without supervision or direction.

Organisational Relationships and Impact means the level of knowledge and awareness of the organisation, its structure and functions that would be expected of employees at each proposed classification level, and the purposes to which that organisational knowledge may be put.

Interpersonal Skills means the level of communication skills both verbal and written and the scope of the circumstances where the employee is expected to use these skills.

In this clause under the heading Supervision and Independence, supervision has four levels described as follows:

Close supervision means clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.

Routine supervision means direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures. Guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.

General direction means direction is provided on the assignments to be undertaken with the occupant determining the appropriate use of established methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed Instructions, but guidance is readily available. Performance is checked by assignment completion.

Broad direction means direction is provided in terms of objectives which may require the planning of employees, time and material resources for their completion. Limited guidance will be available and the development or modification of policies and procedures by the employee may be required. Performance will be measured against objectives.

## Classification descriptors TAFE

### PACCT Worker Level 1

#### Education, training & experience

Completion of Year 12 with no or limited experience, or appropriate relevant experience. Work

tasks at this level could be completed after a brief period of on-the-job training.

Communication literacy and numeracy skills will allow an employee to understand clear written and/or verbal instructions and perform basic duties in the specified field of employment.

#### Task level

In positions at this level the tasks are straightforward, routine and repetitive. Work is performed in accordance with established procedures. Routine problems associated with the area of work may be addressed by the application of clearly defined and established methods and procedures.

#### Judgement and problem solving

Limited opportunity for the exercise of independent judgement, however tasks to be performed involve selection from an established range of techniques, systems, equipment, methods or processes. Alternative courses of action will be limited to few options where the requirements are clear.

#### Supervision and independence Employees

work under close supervision.

Supervisory referral and/or guidance will be readily available.

Employees are accountable for the quality, quantity and timeliness of own work. Organisational relationship and impact

May provide straightforward information to others both within/outside the work unit. Employees follow established operational procedures within the work area. Positions inter-relate with other work units in accordance with established procedures.

#### Interpersonal skills

Require basic skills in verbal and written communication.

### TAFE PACCT Worker Level 2

Includes the criteria detailed for the previous level.

#### Education, training & experience

Normally requires completion of trade certificate or year 12 and demonstrated relevant experience or, equivalent relevant experience. Employees with lesser formal qualifications and relevant knowledge of the job or experience may be appointed at this level.

#### Task level

Tasks at this level are generally straightforward with clearly established procedures. At times tasks require more complexity involving the choice of application of the best approach within established procedures.

Responsible for the timely completion of various tasks which are within their own control.

#### Judgement and problem solving

Exercise judgement on the organisation of work in accordance with daily work routines and work flows.

Make decisions within established rules, techniques and procedures.

Choose between a range of alternatives to solve relatively simple problems with reference to established techniques and practices.

Assistance is available when required.

Exercise judgement on work methods and task sequences within specified timelines and standard practices and procedures.

#### Supervision and independence

Routine supervision where decisions and options are limited and work outputs are monitored by immediate supervisor.

Routine supervision of straightforward tasks, close supervision of more complex tasks.

Exercise discretion within standard practices and processes.

#### Organisational relationship and impact

May provide general information / advice and assistance to members of the public, students and other employees that is based on an operational knowledge of the functional area.

Perform tasks / assignments that require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.

#### Interpersonal skills

Ability to communicate operational requirements to members of the public and / or other employees in the performance of well-defined individual and team activities.

Require skills in verbal and written communication to enable the preparation of routine correspondence and reports.

### **TAFE PACCT Worker level 3**

Includes the criteria detailed for the previous level.

#### **Education, training & experience**

Relevant Degree or Diploma with little or no relevant work experience; or a suitable combination of lesser qualifications and relevant experience.

At this level employees have theoretical knowledge which may be applied to a range of procedures and tasks.

#### **Task level**

Perform work assignments within timelines generally stipulated by standard practices and procedures.

Apply knowledge to a varied range of different tasks that are within the nature of work assigned and relevant standards and procedures

Undertake creative, planning and design functions in consultation with supervisor.

Managing time, setting priorities, planning and organising own work and that of supervised employees.

Skills sufficient to co-ordinate the duties of, and convey appropriate instructions to employees at lower levels.

#### **Judgement and problem solving**

Employees at this level diagnose and solve problems through the application of theoretical principles and techniques and prioritise directed work.

Employees provide interpretive advice requiring knowledge of rules and regulations of the work area and in the application of procedures requiring expertise in a specialist area or broad knowledge of a range of functions.

#### **Supervision and independence**

Duties undertaken under routine supervision.

Schedule workloads appropriately.

May be required to provide close supervision to subordinate positions performing routine duties {first level of supervision}.

Liaison with employees at higher levels.

May undertake stand-alone work.

#### **Organisational relationship and impact**

Operational knowledge of relevant functional areas.

Perform tasks/assignments requiring proficiency in the work area's rules/regulations, processes and techniques understanding how they interact with other related functions.

Interpersonal skills

Ability to communicate operational requirements to members of the public and / or other employees, on an individual and team basis, in the administration of well-defined activities, in the resolution of problems, and in the supervision of other employees where appropriate. Require skills in verbal and written communication to enable the preparation of routine correspondence and reports.

TAFE PACCT Worker Level 4

Includes the criteria detailed for the previous level.

### **Education, training & experience**

Relevant Degree with relevant work experience; or a suitable combination of lesser qualifications and significant relevant experience.

### **Task level**

Tasks and work assignments will be typically under general direction but guided by policy, precedent and professional standards.

Apply broad technical knowledge and experience to the area of specialist expertise.

Provide interpretation, advice and decisions based upon established operational practices, professional standards, policies and procedures.

May involve co-ordination and supervision of other employees.

### **Judgement and problem solving**

Requires the application of theoretical knowledge, experience and skills to well defined work objectives.

Often, complex or technical problems need to be solved with some creativity or originality by selecting the particular method for solution from a range of available alternatives.

### **Supervision and independence**

Work will be performed typically under general direction, but guided by policy, precedent and professional standards.

May involve supervision and / or cooperation of others to achieve the objective.

May be required to undertake a wide range of duties and responsibilities, some of which may be complex.

Employees work under routine supervision to general direction depending upon the tasks involved and experience.

Have responsibility for daily operation of a work area, which may involve supervision, assigning and coordination of work for other employees.

Supervisors at this level require a thorough understanding of the relevant technology, procedures and processes within the operating unit.

### **Organisational relationship and impact**

Work assignments require an understanding of the work area rules, regulations, processes, techniques, and understanding of how these interact with other related functions in the work environment.

Tasks/assignments require proficiency in the work area's rules, regulations, processes and techniques and their interaction with other related policies and procedures.

Provide advice in the area of expertise to others outside the immediate work area in the context of established rules and procedures.

### **Interpersonal skills**

Ability to gain cooperation and assistance from others, including those supervised, to achieve identified objectives.

May provide information and advice to members of the public on a course of action appropriate to their needs and assistance with organisational policies and guidelines.

May liaise with counterparts in other organisations to discuss specialist matters and with other employees on an individual and team basis in order to resolve intra-organisational problems. Required to write reports in field of expertise and prepare correspondence.

## **TAFE PACCT Worker Level 5**

Includes the criteria detailed for the previous level.

### **Education, training & experience**

Relevant Degree and relevant experience; or lesser formal qualifications with substantial experience and specialist expertise or broad knowledge in technical and administrative fields; or a suitable combination of relevant qualifications and experience.

A broad knowledge of the various aspects of a specialist discipline or area of work, or a sound knowledge of specific aspects of a specialist discipline.

Task level

Work independently within overall Institute policies and guidelines.



May supervise, as well as set priorities and monitor work flows within a work area of other skilled employees.

Provide specialist interpretation, advice and decisions based upon established operational practices, professional standards, policies and procedures.

Able to design, develop and trial procedures, equipment and systems.

Apply analytical skills.

Judgement and problem solving

Perform work assignments guided by policy, precedent, professional standards and/or technical expertise.

Often, complex or technical problems need to be solved with some creativity or originality by selecting the particular method for solution from a range of available alternatives and by using knowledge acquired through relevant experience.

Contribute to the development, redefinition and interpretation of policy within the immediate work group.

Take responsibility for outcomes of the work group. Undertake planning involving resource use and develop proposals for resource allocation.

Supervision and independence

Guidance and supervision to the employee will be at a general level. The employee may have supervisory and line management responsibility for a work area.

The employee may work independently on specific projects or on complex technical tasks.

Organisational relationship and impact

Detailed knowledge of the area of work and broad knowledge of other associated areas.

Regular liaison with other areas of the Institute to impact upon decision making/service provision process.

Contribute to the development of policy. Interpersonal

skills

Ability to gain co-operation and assistance from other employees including those supervised where appropriate, clients and members of the public to achieve the identified objectives.

Within the field of expertise, provide input to influence the decisions within the work area and their impact on other functions / areas.

Capable of liaising, on an individual and team basis, with employees at all levels of the Institute and with counterparts in other organisations to discuss specialist matters and with other employees to resolve intra-organisational problems

## **TAFE PACCT Worker Level 6**

Includes the criteria detailed for the previous level.

### **Education, training & experience**

Relevant Degree or relevant post graduate qualification and experience; or

lesser formal qualifications with substantial experience and management expertise in technical or administrative fields; or an equivalent combination of relevant experience and/or education / training.

### **Task level**

Supervision of others to achieve specified objectives.

May contribute to the development and interpretation of policy that has an impact beyond the immediate functional area.

Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems.

May involve an individual working in a specialised discipline. May prepare and monitor work area budget.

Provide sound advice in the area of specialist expertise

### **Judgement and problem solving**

Exercise independent judgement and decision making skills with the ability to understand and independently relate existing policy to work assignments.

Adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques to new situations. Relevant guidance and advice are usually available.

Interpret policy that has an impact beyond the immediate work group. May be relied upon to provide accurate specialist advice.

### **Supervision and independence**

Position operates with broad direction and work will be performed at a professional or supervisory level with clearly established objectives, strategies and methodologies.

The employee may have supervisory line management responsibility.

Decisions and actions taken will impact upon programs and projects being managed.

Contribute to the development of long term operational strategies

Organisational relationship and impact

Understanding the immediate goals of the Institute and the legal context in which the Institute operates.

Detailed knowledge of policies and the impact they have upon the activities of the organisation.

May be required to negotiate with other work areas to achieve objectives that may impact upon other areas of the Institute operations.

#### Interpersonal skills

Ability to gain co-operation and assistance from others, including those supervised where appropriate, clients and members of the public, to achieve the identified objectives.

The ability to motivate and develop employees.

Liaise, on an individual and team basis, with employees at all levels of the Institute and with counterparts in other organisations to discuss alternative strategies and with other employees to resolve intra-organisational problems. In the field of expertise influence decisions both within and external to the work area.

#### TAFE PACCT Worker Level 7

Includes the criteria detailed for the previous level.

#### Education, training & experience

Relevant Degree and relevant post graduate qualification and experience; or

lesser formal qualifications with extensive experience with management expertise in technical or administrative fields; or equivalent combination of relevant experience and/or education /training.

#### Task level

Duties undertaken will require the development of new methods using specific knowledge as it applies to work assignments.

May be required to conduct investigations and manage projects relating to the modification or development of new policies or programs.

May manage a work area involving the coordination of a range of complex activities or functions. May implement major change programs which may impact on other areas of Institute operations.

#### Judgement and problem solving

Required to demonstrate sound conceptual and analytical skills within the problem solving context with a view to resolving operational and policy based issues.

Plan, develop and oversee the delivery of departmental / divisional programs and/or procedures.

Evaluate the way a specific body of knowledge is applied in order to solve problems and/or adapt procedures to fit policy prescriptions. Use theoretical principles in modifying and adapting techniques in areas where guidance is not always available within the Institute

May be relied upon as an authority in a specialist area.

Contribute to the development of the strategic directions of the Institute by having a significant role in developing and recommending policies within their area of expertise or management.

### **Supervision and independence**

Act under broad direction and independently within broad guidelines determined by management. May manage/supervise other employees.

Duties performed may be at the project management / consultant level.

Interpretation and implementation of policy which has an impact beyond the immediate work area.

Decisions and actions taken at this level may have a significant effect on the operations of the work team, programs and projects being managed, and other areas of the Institute.

### **Organisational relationship and impact**

Understanding of the long term goals of the wider organisation and of its values and aspirations and of the legal, economic, community and political context in which the Institute operates.

Detailed knowledge of policies and the impact they have upon the activities of the organisation.

May be required to negotiate with other work areas to achieve objectives.

### **Interpersonal skills**

Ability to persuade, convince and negotiate with clients, members of the public and other organisations in the establishment, pursuit and achievement of specific and objectives.

Ability to manage and lead employees.

Provide advice and recommendations that will influence the decisions made by others including peers, supervisors and teams.

## **TAFE PACCT Worker Level 8**

Includes the criteria detailed for the previous level.

Education, training & experience

Relevant Degree and post graduate qualification and experience, or extensive management and leadership experience, or an equivalent combination of relevant management and leadership experience and / or education or training.

Principal specialist in a recognised discipline or specialist area.

Task level

Apply a high level of theoretical and operational knowledge.

Undertake complex duties which entail high degree of responsibility and autonomy.

Develop, implement and review major policies, objectives, strategies involving high level liaison and/or consultation with internal and external stakeholder areas.

Undertake significant creative, strategic planning and management functions. May be responsible for significant resources.

Ability to play a major role in ensuring the professionalism of operational and developmental activities within the specialist area.

Judgement and problem solving Provides authoritative advice.

Responsible for project development and implementation. Provide strategic support and advice to departments.

Be responsible for the achievement of the objectives of the operational unit or area of work being managed and for the successful completion of projects within a complex organisational environment. Investigate, design, implement and evaluate plans and strategies to meet operational objectives and the long-term requirements of the Institute.

Supervision and independence

Under broad direction develop and implement new policies and innovative ways of adapting the institute's existing strategies.

Manage other employees and/or operate as a principal specialist in a recognised discipline.

Decisions and actions taken at this level may have a substantial effect on the Department or Division and/or Institute wide programs and projects.

Accountable for the quality, effectiveness, cost and timeliness of operational objectives.

Organisational relationship and impact

Comprehensive knowledge of related operations.

Develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas.

Responsible for projects involving major change which may impact on other areas of the institute's operations.

**Interpersonal skills**

Ability to persuade, convince and negotiate internally and externally in the pursuit and achievement of Institute corporate objectives. At this level must be able to lead, motivate and develop other employees on an individual and team basis.

Signatures

EXECUTED as an Enterprise Agreement

Signed on behalf of Sunraysia Institute of TAFE

Name: Brett Millington

Signature:  BAE7D5C75E68411...

Date: 2/7/2024 | 9:59 AM AEST

Chief Executive Officer

Signed on behalf of the National Tertiary Education Union

Name: Damien Cahill

Signature: Damien Cahill Date: 3 July 2024

Position Held: General Secretary

IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2024.2460

Applicant: Sunraysia Institute of TAFE

Section 185 – Application for approval of a single enterprise agreement

## Undertaking – Section 190

I, Angela Gransden, Head of People and Culture have the authority given to me by Sunraysia Institute of TAFE [Sunraysia TAFE] to give the following undertakings with respect to the Sunraysia Institute of TAFE Enterprise (PACCT) Agreement 2023 ("the Agreement"):

1. Effective from the date of operation of the Agreement, SuniTAFE will pay employees classified at PACCT Level 1, at the rate of pay equivalent to PACCT Level 2.3 in Appendix 1.
2. Effective from the date of operation of the Agreement, SuniTAFE will pay employees classified at the PACCT 2.1-2.2, at the rate of pay equivalent to PACCT Level 2.3 in Appendix 1.
3. Sunraysia TAFE will ensure payment to an employee required to work on a public holiday complies with the minimum engagement period prescribed by the Educational Services (Post Secondary Education) Award 2020.
4. Where Sunraysia TAFE engages an employee under a permanent night shift arrangement, the employee will be paid a shift penalty as prescribed in Clause 20.2 of the Educational Services (Post Secondary Education) Award 2020.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

30 July 2024

Date