DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The Gordon Institute of TAFE
(AG2016/4283)

THE GORDON INSTITUTE OF TAFE ENTERPRISE AGREEMENT
2016
Educational services

DEPUTY PRESIDENT DEAN CANBERRA, 24 OCTOBER 2016


[1] An application has been made for approval of an enterprise agreement known as The Gordon Institute of TAFE Enterprise Agreement 2016 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by The Gordon Institute of TAFE. The agreement is a single enterprise agreement.

[2] The Applicant 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.

[3] Subject to the undertakings referred to above, and on the basis of the material contained in the application and accompanying statutory declaration, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] The Agreement contained a minor cross-referencing error at clause 13.5. Pursuant to section 586(a) of the Act, the error is corrected in the published Agreement.

[5] The National Tertiary Education Industry Union 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) and based on the statutory declaration provided by the organisation, I note that the Agreement covers the organisation.
The Agreement is approved and, in accordance with s.54, will operate from 31 October 2016. The nominal expiry date of the Agreement is 18 February 2020.

DEPUTY PRESIDENT

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<Price code J, AE421856  PR586799>
ANNEXURE A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

Applicant:
The Gordon Institute of TAFE Enterprise Agreement 2016

Section 185 – Application for approval of a single enterprise agreement

Undertaking - Section 190

1. Sarah Barth, Head of Strategic Human Resources and Development for The Gordon Institute of TAFE give the following undertakings with respect to The Gordon Institute of TAFE Enterprise Agreement 2016 (“the Agreement”):

   1. I have the authority given to me by The Gordon Institute of TAFE to provide this undertaking in relation to the application before the Fair Work Commission.

   2. Personal/Carer’s Leave
      The Gordon undertakes to ensure that notwithstanding clauses 32.5.6, 32.5.4.4 and 33.5.1.2, an employee’s entitlement to personal leave will be at least be in accordance with the NES.

   3. Parental Leave
      The Gordon undertakes to ensure that notwithstanding clauses 38.1.1 and 38.10.1.1 of the agreement, an employee’s entitlement to parental leave will be at least be in accordance with the NES.

   4. Better Off Overall Test - Flexible Hours Employees
      The Gordon undertakes to ensure that notwithstanding clause 29.5 of the agreement, flexible hours employees will be better off overall under the agreement. It undertakes that employees will be paid at the ordinary rate for all such hours worked up to 38 hours per week unless these hours are outside the span of ordinary hours or in excess of 7.6 hours in any single day. Where this occurs overtime will be paid.

   5. Better Off Overall Test - Adult Employees PACCT Level 1-3
      The Gordon undertakes to ensure employees will better off overall under the agreement.
      • Employees agreeing to alternative shift work arrangements notwithstanding clause 28.6.3 will be entitled to penalty rates in accordance with the agreed shift arrangement specified in clause 28.2.1.
      • Part-time employees regularly working in a way where they would be entitled to an afternoon shift penalty under the Award will be paid an additional 15% of the ordinary hourly rate for the appropriate classification for all shift work.
      • Casual loading will be included in the calculation of overtime pay. Casual staff working overtime will be paid overtime at 150% for the first 12 hours.

   6. Better Off Overall Test - Adult Employees PACCT Level 4-6
      The Gordon undertakes to ensure employees will better off overall under the agreement.
      • Casual loading will be included in the calculation of overtime pay.
      • Casual employees working regular overtime will be paid overtime at 150% for the first 2 hours.
      • All PACCT level 4-6 Employees will be paid overtime on their base rate of pay appropriate to their classification in line with clause 29.12.1.
7. Juniors
The Gordon undertakes to ensure that notwithstanding Appendix 1 of the agreement, a Junior will be better off overall under this agreement. It undertakes to pay all staff, regardless of age, the appropriate salary set out in Appendix 1 based on classification at appointment.

8. Supported Wage Employees
Notwithstanding clause 22.3, the Gordon undertakes to pay the minimum payment of $82 per week for employees on a supported wage.

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

Signature

[Signature]

Date

20 October 2016
The Gordon Institute of TAFE
Enterprise Agreement 2016 for Professional, Administrative, Clerical, Computing and Technical (PACCT) Staff

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.
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1. **TITLE**

1.1 This Agreement shall be known as the The Gordon Institute of TAFE Enterprise Agreement 2016.

**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 an employee who is engaged and paid by the hour.

**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.

**Employee** means a person to whom this Agreement applies.

**Employer** means The Gordon Institute of TAFE.

**Full-time employee** means an employee who is employed to work the ordinary hours of duty prescribed by this Agreement.

**FWC** means Fair Work Commission.

**Institute** means The Gordon Institute of TAFE and its successor in law.

**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:

\[
\text{Annual Salary} \times \frac{14}{365.25} \times \frac{76}{76}
\]

**Overtime** means time authorised to be worked by an employee in excess of or outside of the ordinary hours of duty.

**PACCT - Professional, Administrative, Clerical, Computing and Technical staff.**

**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 defacto relationship, without discrimination as to gender.

**Parties** means, unless stated otherwise, the Institute and NTEU.

**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 30 Public Holidays of this Agreement.

**Regulations** means the Fair Work Regulations 2009.

**Union** means the National Tertiary Education Industry Union.
3. DATE AND PERIOD OF OPERATION

3.1 This Agreement shall operate from seven (7) days after the date of approval from Fair Work Commission until its nominal expiry date 18 February 2020. It will continue beyond its nominal expiry date until it is either replaced by another workplace agreement or terminated.

3.2 An employee who is covered by this Agreement who commences his or her employment with the Employer on or after the date of approval of this Agreement will be employed in accordance with the terms of this Agreement.

4. RE-OPENING OF NEGOTIATIONS

4.1 The parties agree to re-open negotiation six months prior to the nominal expiry date of this Agreement for the purposes of negotiating a new Agreement.

5. SCOPE AND APPLICATION

5.1 This Agreement covers and applies to:

5.1.1 The Gordon Institute of TAFE

5.1.2 Employees of The Gordon Institute of TAFE to whom this Agreement applies

5.1.3 The NTEU

6. RELATIONSHIP TO PARENT AGREEMENT AND OTHER AGREEMENTS

6.1 This Agreement constitutes a Comprehensive Agreement and wholly displaces the previous Enterprise Agreements.

7. NO EXTRA CLAIMS COMMITMENT

7.1. It is a term of this agreement that there will be no further claims on matters covered by the Agreement from the date of approval with the exclusion of Clause 4.

8. OBJECTIVES OF THE AGREEMENT

8.1 The Gordon Institute of TAFE, management and employees seek to have conditions and work practices that will enhance the ability of the Institute to meet its strategic goals and objectives, whilst recognising and rewarding the contributions of staff.

8.2 These measures are designed to support the increased competitiveness and standing of the Institute through a process of continuous improvement.

8.3 The parties agree to work together to develop a committed, flexible and skilled workforce that is focused on providing high quality customer service and the implementation of improvements to administrative, financial and technical processes.

8.4 The Agreement is part of a process aimed at improving productivity and employee commitment to the strategic development of the Institute.
9. **INDIVIDUAL FLEXIBILITY AGREEMENTS**

9.1 The Employer and employee may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:

9.1.1 the arrangement meets the genuine needs of the Employer and employee

9.1.2 the arrangement is genuinely agreed to by the Employer and the Employee, and

9.1.3 the Employee has had at least ten working days to consider the proposal

9.1.4 the arrangement is genuinely agreed to by the Employer and employee

9.2 If it applies to:

9.2.1 purchased leave

9.2.2 cashing out of excess leave

9.3 The Employer must ensure that the terms of the individual flexibility arrangement:

9.3.1 are about permitted matters under section 172 of the Fair Work Act 2009; and

9.3.2 are not unlawful terms under section 194 of the Fair Work Act 2009; and

9.3.3 result in the Employee being better off overall than the Employee would be if no arrangement was made.

9.4 The Employer must ensure that that the individual flexibility arrangement:

9.4.1 is in writing; and

9.4.2 includes the name of the Employer and employee; and

9.4.3 is signed by the Employer and employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and

9.4.4 includes details of:

9.4.4.1 the terms of the Agreement that will be varied by the arrangement; and

9.4.4.2 how the arrangement will vary the effect of the terms; and

9.4.4.3 how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

9.4.4.4 states the day on which the arrangement commences.

9.5 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

9.6 The Employee or employer may terminate the individual flexibility arrangement:

9.6.1 by giving no more than 28 days written notice to the other party to the arrangement; or

9.6.2 if the Employer and employee agree in writing – at any time.
PART B STATUTORY OBLIGATIONS

10. ANTI-DISCRIMINATION

10.1 It is the intention of the respondents to this Agreement to achieve the principal object in s.336 (c) of the Act through respecting and valuing the diversity of the work force 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.

10.2 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.

10.3 Nothing in this clause is taken to affect:

10.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;

10.3.2 an employee, employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights Commission.

10.3.3 the exemptions in s.772 (2) of the Act.

11. ACCIDENT MAKE-UP PAY

11.1 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:

11.1.1 until the incapacity ceases; or

11.1.2 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.

11.1.3 Accident make up pay 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.

11.1.4 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.

11.2 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.

12. SUPERANNUATION

12.1 The Employee will be offered by the Employer membership of a complying superannuation fund approved by the Australian Prudential Regulation Authority. The Employer will contribute, or will be deemed to contribute, to this fund or another approved fund an amount in accordance with the Commonwealth Superannuation Guarantee Act 1992.

12.2 VicSuper shall be the Institute default fund.

12.3 All new employees will be registered in the VicSuper fund administered by VicSuper Pty Ltd unless the Employee chooses to nominate an alternative complying fund from the register of Complying Superannuation Funds. Employer contributions in line with the Superannuation
Guarantee (Administration) Act 1992 will be made to all employees, including those over 70 years of age.

PART C CONSULTATION AND DISPUTE RESOLUTION

1. CONSULTATIVE MECHANISMS AND PROCEDURES

13.1 The Local Consultative Committee shall monitor the implementation of this Agreement.

13.2 The Local Consultative Committee will comprise two representatives of the Institute and two local branch representatives of the Union. It is recognised that from time to time additional representation on behalf of the Institute management and staff or the Union may be involved.

13.3 The Local Consultative Committee 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.

13.4 Where the Institute proposes changes which are likely to have significant effect on employees covered by this Agreement, the Institute will consult with those employees prior to any changes being implemented. The Institute will also consult with the NTEU through the Local Consultative Committee prior to the proposed changes being implemented.

13.4.1 Where the Employer proposes to make a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Employer shall notify the Employees who may be affected by the proposed changes.

13.4.2 The relevant employees may appoint a representative for the purposes of the procedures in this term (which may be the Union(s)).

13.4.3 ‘Significant effects’ 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.

13.4.4 Where the Institute proposes a change to the regular roster of an employee covered by this Agreement the Institute will consult with employee and their chosen representative. The Institute will:

- provide information to the Employees about the change;
- invite the Employees 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 about the impact of the change.

13.5 Duty to Discuss Change

13.5.1 The Employer shall discuss with the Employees affected and the Employee’s representative (including the relevant Union(s), inter alia, the introduction of the changes referred to in clause 13.4 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).

13.5.2 The discussions shall commence as early as practicable after a decision has been made by the Employer to make the changes referred to in clause 13.4 above.
13.5.3 For the purposes of such discussion, the Employer shall provide in writing to the Employees concerned and the Employee's representative (including relevant Union(s)) 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.

13.5.4 The Employer will have regard to matters raised in discussions with affected employees and the Employee's representative (including relevant Union(s)), but the Employer shall retain the right to decide on the introduction of the changes.

14. **DISPUTE RESOLUTION PROCEDURE**

14.1 Unless otherwise provided for in this Agreement, a dispute about a matter arising under this Agreement or the NES, other than termination of employment, must be dealt with in accordance with this clause. This includes a dispute about whether an employer had reasonable grounds to refuse a request for flexible working conditions under clause 38.1 or an application to extend unpaid parental leave under clause 38.10.

14.2 Normal work should continue during the dispute resolution process unless there is a reasonable concern on occupational health and safety grounds and neither party will take any action likely to exacerbate the dispute.

14.3 Where a bona fide safety issue exists, an employee will not work in an unsafe environment but will, where appropriate, accept re-assignment to alternative suitable work in the meantime.

14.4 The parties to this Agreement will take reasonable and genuine steps to disputes arise, the following procedures will be observed:

14.4.1 The Employee(s) will discuss the matter which is the subject to the dispute with the supervisor or manager. Where the matter relates to the behaviour of the supervisor or manager, the Employee(s) may initially discuss the matter with more senior levels of management.

14.4.2 Where the dispute is unresolved, further discussions will be arranged between senior management and the Employee.

14.4.3 The Employee may choose to be assisted by a representative who shall be an employee of the Institute or a Union representative, where possible.

14.4.4 Where a dispute is not resolved, at the request of either party, a Disputes Committee will be convened within one working week, unless agreed otherwise. The Disputes Committee will consist of two nominees of management and two staff nominees of the local branch of the Union.

14.4.5 The Disputes Committee will attempt to resolve the matter within one working week of its first meeting. Any resolution will be in the form of a written agreement, subject, if necessary, to ratification by either party.

14.4.6 In the event a dispute remains, discussion will occur between the CEO (or nominee) and the Secretary of the State Branch of the Union (or nominee).

14.5 In order to resolve industrial disputes as quickly as possible, any necessary meetings or negotiations will occur within the shortest reasonable timeframe and the Institute will provide upon reasonable request all relevant information concerning the dispute.

14.6 In the event that the matter remains unresolved after the parties to the dispute have followed the steps set out in sub-clauses 14.4.1 to 14.4.2, the matter may be referred to Fair Work Commission by any party to the dispute for conciliation in the first instance. If conciliation is unsuccessful both parties may refer the matter to arbitration. The decision of FWC shall be binding and implemented by the parties to the dispute.
14.7 **Conduct of matters before FWC**
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 Fair Work Act 2009.

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

15. **QUALIFYING PERIOD OF EMPLOYMENT**

15.1 All new on-going and fixed-term employees covered by this Agreement shall be subject to a six month qualifying period commencing on their first day of employment. The Employee must be advised in advance that the employment is subject to satisfactory completion of a qualifying period.

15.2 The standard of performance and key objectives of the role will be outlined to the Employee as part of their initial induction with their immediate manager or supervisor. These objectives are to be monitored on a regular basis throughout the qualifying period.

15.3 During this qualifying period either party may terminate the employment relationship by the giving of one weeks' notice or by payment or forfeiture in lieu as the case may be.

15.4 The six month qualifying period forms part of an employee's period of continuous service.

15.5 Any fixed-term contract which is less than six months is not subject to a qualifying period.

16. **CONTRACT OF EMPLOYMENT**

16.1 On appointment the Institute shall provide the staff member with a letter of appointment which stipulates the type of employment and contains the following information:

16.1.1 The date employment is to commence
16.1.2 The date employment is to cease (where applicable)
16.1.3 The classification and rate of pay to be received by the Employee
16.1.4 The hours of duty and time/s of attendance of the Employee including the time-fraction to be worked
16.1.5 The other main terms and conditions of employment applicable to the Employee.

16.2 The Institute will normally engage staff on fixed-term contracts in circumstances where:

16.2.1 Replacement of staff on leave is required
16.2.2 Funding for specific, one-off projects with an end date is secured
16.2.3 New and/or short-term activities and functions are introduced to the Institute or reducing numbers threaten the viability of an existing area
16.2.4 An employee with specialist skills is required for a limited time
16.2.5 Cover for peak activity is required.

16.3 A full time or part time employee may apply to the Institute for a temporary adjustment of their position time fraction. The Institute may agree for a temporary adjustment of the time fraction applying to the position for a specified period of time having regard to the Employee's reasons and the operational requirements of the Institute. Reversion to the prior time-fraction shall occur
at the conclusion of the temporary adjustment unless otherwise agreed between the staff member and the Institute.

17  MODES OF EMPLOYMENT

17.1  General

17.1.1  Subject to 17.5 (fixed-term employee), the Employer may employ persons on a full-time, part-time or casual basis or by way of a contract.

17.1.2  Upon engagement the Employer will inform the Employee whether they will be employed full-time, part-time or casual basis or by way of a contract.

17.1.3  The parties are committed to recognising the preferred mode of employment in TAFE being ongoing. However the parties also recognise that some fixed-term or casual employment will continue to be necessary. Such employment will be in accordance with the terms of this Agreement. It is agreed that fixed-term and casual employment will not be used to substitute for ongoing employment.

17.2  Full-time employee

17.2.1  A full-time employee is entitled to all the provisions of this Agreement.

17.2.2  On engagement a full-time employee will be given by the Employer written advice of:

17.2.2.1  the date on which the employment is to commence;
17.2.2.2  the classification of the Employee;
17.2.2.3  the wage rate of the Employee;
17.2.2.4  the terms and conditions of employment applicable to the Employee.

17.3  Part-time employee

17.3.1  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.

17.3.2  On engagement a part-time employee will be given by the Employer written advice of:

17.3.2.1  the date on which the employment is to commence;
17.3.2.2  the classification of the Employee;
17.3.2.3  the wage rate of the Employee;
17.3.2.4  the hours of duty and time of attendance of the Employee;
17.3.2.5  the terms and conditions of employment applicable to the Employee.

17.4  Casual employees

17.4.1  The Institute shall not employ a person as a casual employee in excess of three months or a term, whichever the greater, in any one engagement.

17.4.1.1  A casual employee shall be entitled to all the provisions of the Agreement save for public holidays and paid leave of any kind.
17.4.1.2 A casual employee 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.

17.4.1.3 A casual employee will be paid per hour the ordinary rate plus 25%.

17.4.1.4 On engagement a casual employee will be given by the Employer written advice of:

17.4.1.4.1 the classification of the Employee;
17.4.1.4.2 the wage rate of the Employee;
17.4.1.4.3 the terms and conditions of employment applicable to the Employee.

17.5 Fixed-Term employee

17.5.1 A fixed-term employee may be employed either on a full-time or part-time basis.

17.5.2 A fixed-term employee employed full-time will be entitled to all the provisions of this Agreement.

17.5.3 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.

17.5.4 On engagement a fixed-term employee will be given by the Institute written advice of:

17.5.4.1 the date on which the employment is to commence;
17.5.4.2 the date of which the employment is to terminate
17.5.4.3 the classification of the Employee
17.5.4.4 the wage rate of the Employee
17.5.4.5 the terms and conditions of employment applicable to the Employee

17.5.5 where a fixed-term employee is immediately, after or during the course of the term of employment, is employed by the Employer on a permanent basis the Employee's period of contract service will count in full for all purposes including the calculation of leave entitlements.

17.5.6 Where a fixed-term employee has two or more years of contiguous fixed-term service and is engaged on a second or subsequent fixed-term contract of employment, and the Institute intends the duties of the Employee to be continued to be performed on an ongoing basis, the Employee may apply to have their mode of employment converted to ongoing employment and the Institute shall not unreasonably reject such an application.

18 NOTICE OF TERMINATION

18.1 A permanent or fixed-term employee employed at or above the 'bottom pay point of PACCT 6 will provide the Employer four weeks' notice in writing of an intention to terminate their employment. All other permanent or fixed-term employees will be required to give two weeks' notice of an intention to terminate their employment.

18.2 The notice period may be varied by agreement between the Employee and the Employer.
18.3 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.

18.4 Where an employer gives notice of termination it will be in accordance with the period of notice specified in the table below.

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year or less</td>
<td>1 week</td>
</tr>
<tr>
<td>Up to the completion of 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>3 years and up to the completion of 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>5 years and over</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

18.5 In addition to the notice in 18.4 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.

18.6 Time off during notice period:
An employee other than a casual or a 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.

PART E – SALARY, ALLOWANCES AND RELATED MATTERS

19 RATES OF PAY AND TIMING

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

(a) Effective 19.2.2016 all employees will be entitled to receive a minimum increase of 2.5% to their current rates of pay in accordance with Appendix 1 of this Agreement. A further 2.5% increase will be paid on 19.2.2017 as per Appendix 1 and 3.0% on 19.2.2018 and 3.0% on 19.2.2019.

(b) A payment of $1,400 to each ongoing and fixed-term employee who was employed by the Institute on 19.2.2016 and who is still employed (and receiving a salary payment) by the Institute on the date the FWC approved this Agreement, provided that:
   i. The payment will be pro rata of the $1,400 for part-time employees;
   ii. The payment does not apply to casual employees; and
   iii. The payment will be made in the first full pay period on or after this Agreement is approved by the FWC.

19.1.2 Any arbitrated Safety Net Adjustments or other increases that may be granted to Award salary rates during the life of this Agreement, save for those identified by Clause 19.1.3 below, shall be absorbed into the salary rates outlined in Appendix 1 of this Agreement.

19.1.3 In the event that any arbitrated Safety Net Adjustments are applied to rates during the life of this Agreement, junior employees will have their rates of pay adjusted by the Institute such that they are not disadvantaged had the Safety Net Adjustments been applied to the Educational Services (Post-Secondary Education) Award 2010.

20 PERFORMANCE PLANNING AND REVIEW

20.1 The aim of the Institute’s Performance Planning and Review process is as follows:

20.1.1 To enhance communication between management and staff

20.1.2 To ensure employees are familiar with the expectations for their performance on the job

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20.1.3 To ensure employees receive regular feedback on their performance and achievements.

20.1.4 To recognise the work of employees and identify their professional development needs.

20.1.5 To provide the basis for accessing increments on an annual basis.

20.2 The implementation of the Performance Planning and Review process is as follows:

20.2.1 The manager and employee will meet to develop a Performance Plan which will determine:

20.2.1.1 Key Result Areas and outcomes

20.2.1.2 A training and development plan and associated costing to address development needs and any performance issues are to be identified.

20.2.2 The timing of the Performance Review will be as follows:

20.2.2.1 Annual Review

20.2.2.2 Six monthly follow-up review

20.2.3 Managers will ensure that employees' position descriptions are up-to-date.

20.2.4 Following a satisfactory annual performance review and the achievement of the key result areas the manager will recommend the payment of an increment, if applicable.

20.2.5 Any employee aggrieved at the recommendation shall have recourse to the Dispute Resolution Procedure, outlined in Clause 14 in this Agreement.

21 **SALARY PACKAGING**

21.1 Employees may elect to salary package employment benefits in accordance with Government policy, taxation legislation and Institute policy in lieu of salary provided that their salary as specified in Appendix 1 shall be used for calculating all benefits or entitlements upon cessation of employment.

22 **SUPPORTED WAGE**

22.1 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:

22.1.1 **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.

22.1.2 **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.

22.1.3 **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.

22.1.4 **relevant minimum wage** means the minimum wage prescribed in this Agreement for the class of work for which an employee is engaged.

22.1.5 **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)
22.1.6 **SWS wage assessment agreement** means the document in the form required by the Department of Education, Employment and Workplace Relations that records the Employee’s productive capacity and agreed wage rate.

22.2 **Eligibility criteria**

22.2.1 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.

22.2.2 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.

22.3 **Supported wage rates**

22.3.1 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:

<table>
<thead>
<tr>
<th>Assessed capacity (clause 15.4)</th>
<th>% of prescribed Agreement rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>10%*</td>
<td>10%</td>
</tr>
<tr>
<td>20%</td>
<td>20%</td>
</tr>
<tr>
<td>30%</td>
<td>30%</td>
</tr>
<tr>
<td>40%</td>
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<tr>
<td>70%</td>
<td>70%</td>
</tr>
<tr>
<td>80%</td>
<td>80%</td>
</tr>
<tr>
<td>90%</td>
<td>90%</td>
</tr>
</tbody>
</table>

(Provided that the minimum amount payable will be not less than $76 per week).

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

22.4 **Assessment of capacity**

22.4.1 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.

22.4.2 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.

22.5 **Review of assessment**

22.5.1 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.

22.6 **Other terms and conditions of employment**

22.6.1 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.

22.7 Workplace adjustment

22.7.1 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.

22.8 Trial period

22.8.1 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.

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

22.8.3 The minimum amount payable to employee during the trial period must be no less than $76 (the statutory minimum wage) per week.

22.8.4 Work trials should include induction or training as appropriate to the job being trialled.

22.8.5 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 22.4 Assessment of capacity.

23 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 1 July 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 1 July 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 will be made available to all employees whose employment is covered by this Agreement by no later than the 14 July each year.

23.2 Meal Allowances

The following table sets out the meals allowance payable to an employee in addition to the Employee's classification rate:

<table>
<thead>
<tr>
<th>Rate</th>
<th>Application</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 hour break</td>
<td>$18.1 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.</td>
</tr>
<tr>
<td>20 min. break</td>
<td>$12.14 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.</td>
</tr>
<tr>
<td>20 min. break</td>
<td>$11.19 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.</td>
</tr>
</tbody>
</table>
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.

24 HIGHER DUTIES ALLOWANCE

24.1 An employee who, for a period of 10 or more consecutive working days, is required to act in a position of higher classification than that which the Employee occupies shall be paid an allowance.

24.2 The higher duties allowance will be paid at 100% of level 1 of the higher classification. Where the salary of the higher classification is lower than the current rate of pay then the next highest classification rate will apply.

24.3 Where an employee performs a proportion of duties at a higher classification there is provision to pay a percentage allowance based on the amount of the higher duties being performed at the higher classification.

24.3.1 Promotion

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.

24.3.2 Higher Duties and Sick Leave

If an employee in receipt of higher duties allowance commences sick leave or WorkCover the Employee will be paid the higher duties allowance as follows:

<table>
<thead>
<tr>
<th>Period of performance of higher duties</th>
<th>Amount of leave at higher duties rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than twelve months</td>
<td>Not more than three days</td>
</tr>
<tr>
<td>Twelve months or more</td>
<td>Not more than two weeks</td>
</tr>
</tbody>
</table>

24.3.3 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.

25 PAYMENT OF SALARIES

25.1 An employee's salary will be paid fortnightly. Where the day for payment falls on a public holiday the salary will be paid on the preceding working day.

25.1.1 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.

<table>
<thead>
<tr>
<th>Type of employee</th>
<th>Calculation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Full-time</td>
<td>Annual salary x 14/365.25</td>
</tr>
<tr>
<td>Part-time</td>
<td>Annual salary x actual hours of duty x 14</td>
</tr>
<tr>
<td></td>
<td>divided by 365.25 x 1</td>
</tr>
</tbody>
</table>

25.1.2 Overtime payments will be paid on the pay day immediately following the work cycle in which the overtime was worked.
25.1.3 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.

25.1.4 Salary corrections will only be made in line with clause 25.1.2 where the Employee is able to demonstrate they have complied with the Institute processes of submitting time-sheets within the specified period as outlined by Payroll to all staff.

25.2 Salary records

25.2.1 Salary payments will be accompanied by a pay slip which will include:
25.2.1.1 payments and deductions;
25.2.1.2 sick leave, long service leave and annual leave credits.

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

26 HOURS OF DUTY

26.1 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.

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

<table>
<thead>
<tr>
<th>Work cycle (consecutive days)</th>
<th>Number of hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not exceeding 7 days</td>
<td>38</td>
</tr>
<tr>
<td>Not exceeding 14 days</td>
<td>76</td>
</tr>
<tr>
<td>Not exceeding 21 days</td>
<td>114</td>
</tr>
<tr>
<td>Not exceeding 28 days</td>
<td>152</td>
</tr>
</tbody>
</table>

27 MEAL BREAKS

27.1 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.

27.2 Time taken as meal breaks shall not be paid and will not be counted as time worked.

28 SHIFT WORK

28.1 This clause does not apply to an employee whose salary exceeds that prescribed for the top pay point of PACCT 3

28.1.1 Definition

For the purpose of this clause:

28.1.1.1 Day Shift means any shift starting at or after 6.00 a.m. and finishing at or before 6.00 p.m.

28.1.1.2 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.

28.1.1.3 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.

28.1.1.4 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 p.m.
28.1.5 **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.

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

### 28.2 Shift work rates

28.2.1 For the purpose of this clause a salary will include all allowances in the nature of salary. The hourly rate payable will not exceed that payable to the top pay point of PACCT Level 3.

<table>
<thead>
<tr>
<th>Type of Shift</th>
<th>Shift Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Day shift</td>
<td></td>
</tr>
<tr>
<td>Ordinary shift</td>
<td>Ordinary rate</td>
</tr>
<tr>
<td>Overtime hours</td>
<td>on a holiday 250% of the ordinary rate or otherwise 200% of the ordinary rate</td>
</tr>
<tr>
<td><strong>Afternoon or Night Shift (part-time employee)</strong></td>
<td></td>
</tr>
<tr>
<td>Ordinary shift</td>
<td>115% of the ordinary rate - (Monday to Friday)</td>
</tr>
<tr>
<td>Overtime hours</td>
<td>On a holiday 250% of the ordinary rate or otherwise 200% of the ordinary rate</td>
</tr>
</tbody>
</table>

**Night Shift**

| Ordinary Shift                | 115% of the ordinary rate (Monday to Friday) |
| Overtime Hours                | On a holiday 250% of the ordinary rate or otherwise 200% of the ordinary rate |

### 28.3 Continuous shifts

28.3.1 This sub-clause does not apply where the Employee is required to work rotational shifts unless otherwise agreed.

28.3.1.1 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%.

### 28.4 Payment for weekend work

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

<table>
<thead>
<tr>
<th>Day of weekend</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saturday</td>
<td>150% of the Ordinary rate</td>
</tr>
<tr>
<td>Sunday</td>
<td>200% of the Ordinary rate</td>
</tr>
</tbody>
</table>

### 28.5 Time off in lieu

28.5.1 An employee required to work an ordinary shift on a 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 Institute of the election within fourteen days of the holiday.

28.5.2 An employee whose rostered day off falls on a holiday will be granted one days leave in lieu of the holiday.

28.5.3 Should a holiday fall within an employee’s paid leave that employee will be granted one days leave in lieu of the holiday.
28.6 Alternative shift work arrangements

28.6.1 On 21 days 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) which would not attract a penalty.

28.6.2 An employee working extended shifts will not be required to work more than 80% of the ordinary working days Monday to Friday.

28.6.3 The parties to this Agreement may agree to alternative shift arrangements which do not attract penalties. It will not be mandatory for an employee to work a shift which extends beyond 6.00 p.m. without attracting a penalty.

29 OVERTIME

29.1 Overtime will only be paid once an employee has worked 38 hours – there is no pro-rata provision for part-time staff.

29.2 An employee may be required to be on duty for one evening each week until 8.00 pm. For each hour worked between 6.00-8.00 pm the Employee will take 1½ hours’ Time Off In Lieu (TOIL) of payment in accordance with the Institute TOIL Policy.

29.3 Employees with primary care responsibilities who seek to be excluded from the requirement to be on duty one evening per week shall not be unreasonably denied an exclusion.

29.4 An employee will be paid overtime for all authorised time work in excess of or outside ordinary hours.

29.5 Overtime shall be computed as follows:

<table>
<thead>
<tr>
<th>Fixed hours of duty</th>
<th>Each day stands alone. All time worked in excess or outside fixed hours will be overtime</th>
</tr>
</thead>
<tbody>
<tr>
<td>Flexible hours of duty</td>
<td>All time worked in excess of hours prescribed in work cycle will be overtime</td>
</tr>
</tbody>
</table>

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

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

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

29.9 Calculation of overtime pay will not include:

29.9.1 shift allowances; and

29.9.2 casual loadings.

29.10 Calculation of overtime pay will include:

29.10.1 higher duties allowance; and

29.10.2 any other allowance in the nature of salary.

29.11 Payment for overtime will not be subject to limitation within a work cycle as detailed in 25.2. The rate payable will not exceed the overtime rate payable to the top pay point of PACCT 3.

29.12 Overtime rates

29.12.1 Other than shift employees
<table>
<thead>
<tr>
<th>Day worked</th>
<th>Overtime rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday – Saturday</td>
<td>150% of the ordinary rate for the first 3 hours; and 200% of the ordinary rate thereafter</td>
</tr>
<tr>
<td>Sunday</td>
<td>200% of the ordinary rate</td>
</tr>
<tr>
<td>Holiday</td>
<td>250% of the ordinary rate</td>
</tr>
</tbody>
</table>

29.12.2 Shift employees

<table>
<thead>
<tr>
<th>Day worked</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Except on a holiday</td>
<td>200% of the ordinary rate</td>
</tr>
<tr>
<td>Holiday</td>
<td>250% of the ordinary rate</td>
</tr>
</tbody>
</table>

29.13 Time off in lieu of overtime

29.13.1 An employee in receipt of a salary not exceeding that prescribed for the top pay point of PACCT 6 may, by mutual agreement between the Employee and the Institute reached prior to the timeoff being worked, take time off in lieu of overtime payment such time off being calculated in the same manner as prescribed in clause 29.12.1 for payment for overtime worked.

29.13.2 An employee who is in receipt of a salary in excess of the top pay point of PACCT 6 will not be entitled to paid overtime but will be allowed time off in lieu of overtime.

29.13.3 Time off in lieu of overtime payment will be taken at a time or times mutually agreed between the Employee and the Employer.

29.13.4 The amount of time off in lieu to be taken shall be calculated in the same manner prescribed in 29.12.1.

29.14 Employee recalled to duty

29.14.1 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.

29.14.2 Where more than one overtime attendance is involved 29.13.1 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.

29.15 Rest relief after overtime

29.15.1 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.

29.15.2 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.

29.15.3 An employee required by an Institute 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.

PART G - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

30 PUBLIC HOLIDAYS

30.1 The public holiday entitlements of Victorian employees are contained in the Public Holidays Act 1993 (Vic) (the PH Act). In addition the FWC provides for minimum standards relating to public holidays as part of the NES. Public sector employers are required to comply with both Act as well as any applicable public holiday provisions in modern awards or enterprise agreements that cover their employees. Employees will be entitled to the following holidays without loss of pay:-
New Year’s Day (1 January)
Australia Day (26 January)
Labour Day (2nd Monday in March)
Good Friday
Easter Saturday
Easter Monday
Anzac Day (25th April)
Queen’s Birthday
Melbourne Cup Day (1st Tues in November)
Christmas Day (25th December)
Boxing Day (26th December)

*Any other day or days gazetted in addition to or substitution of any of the above.

30.2 Where Christmas Day or Australia Day falls on a weekend, a holiday in lieu will be observed on the next following week day which is not a public holiday.

30.3 Where Boxing Day falls on a weekend, an additional holiday will be observed on 28 December. When New Year’s Day falls on a weekend, an additional holiday will be observed on the next Monday.

30.4 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.

30.5 Transfer of recognised public holidays
Subject to agreement between the Employer and a majority of affected employees may agree to observe a public holiday on a day other than the day prescribed in 30.1. If this occurs, the day agreed is the agreement holiday and the actual holiday becomes an ordinary working day. The Employer will advise the union of such agreement within seven days.

31  LONG SERVICE LEAVE

31.1 Entitlement

31.1.1 A full time employee shall be entitled to long service leave of 9.1 weeks after 7 years’ completed service and at the rate of 1.3 weeks for every additional year of service thereafter. A part time employee shall be paid on a pro-rata basis.

31.1.2 The 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.

31.1.3 Public holidays will not be regarded as part of the leave.

31.1.4 An employee will give six months’ notice of an intention to take long service leave. The Employer may shorten the notice period at its discretion.

31.2 Pro rata payments

31.2.1 Where an employee with not less than four completed years of service dies or is terminated on account of:
- retirement;
- ill-health; or
- excess to requirements

the Employer will pay to the Employee or the Employee’s personal representative a sum equal to 1/40 of the period of service.
31.2.2 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 a sum
equal to 1/40 of the period of service.

31.3 Recognition of Prior Service

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

31.3.1.1 Periods of employment in or at:

- A State School
- A State Department
- A State Government instrumentality or authority
- A 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
- TAFE Colleges or Institutes

provided that there has not been a break in continuous employment of more
than 12 months.

31.3.1.2 Other Service Recognised

31.3.1.2.1 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.

31.3.1.2.2 Aggregated periods of service for a non-continuous employee
with any of the Employers listed in 31.3.1.1.

31.3.1.2.3 Service where an employee was in receipt of a pension pursuant
to s.68(3) of the Superannuation Act 1958 and s.83A of the State
Superannuation Act 1988 (the successor Act).

31.3.1.2.4 Service during which an employee took:

- Annual leave
- Paid sick leave
- Paid maternity leave
- Paid adoption leave
- Paid paternity leave
- Any other leave authorised by the Employer as counting
toward service.

31.3.1.2.5 The period of recognised service prior to retrenchment provided
that the absence from continuous employment with an employer
listed in 31.3.1.1 was no more than five years.

31.3.1.2.6 The period of recognised service prior to 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 31.3.1.1 was no more than five years.
31.4 Payment

31.4.1 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.

31.4.2 Salaries paid while on long service leave will be paid fortnightly or as otherwise agreed between the Employee and the Employer.

32 PERSONAL LEAVE

32.1 The provisions of this clause apply to full time and regular part time employees but does not apply to casual employees.

32.1.1 On commencement of service an employee (other than casual employees) shall be entitled to a credit of 30 days of personal leave on full pay. Upon completion of two years and for each year of service thereafter on the anniversary of commencement a further 15 days full pay is credited. Unused personal leave shall be cumulative. See 33.5 for casual employees’ entitlements.

32.1.2 Unused personal leave accrues by the lesser of:

- 31.1.2.1 30 days in the first two years of service less the total amount of sick leave and carer's leave taken during the first two years and fifteen days in the third and subsequent years of service less the total amount of sick leave and carer's leave taken during the year; or
- 31.1.2.2 the balance of the years’ unused personal leave.

32.2 For the purpose of this clause immediate family includes:

32.2.1 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:

32.2.2 child or adult child (including adopted child, a step child or an ex nuptial child), parent, grandparent, grandchild or sibling of the Employee, spouse or de facto spouse of the Employee.

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

32.3.1 personal illness or injury (sick leave); or

32.3.2 personal illness or injury of an immediate family or household member who requires the Employee’s care or support (carer’s leave); or

32.3.3 an unexpected emergency affecting an immediate family or household member (carer’s leave); or

32.3.4 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); or

32.3.5 for compassionate leave (refer to clause 34).

32.4 Absence on public holidays

32.4.1 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.
32.5 Sick Leave

32.5.1 Sick leave is leave to which an employee other than a casual is entitled without loss of pay because of his or her personal illness or injury.

32.5.1.1 Entitlement
The amount of personal leave an employee may take as sick leave is up to 30 days in the first two years of service and up to the accumulated sick leave thereafter, which shall accrue at the rate of 15 days per year.

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

32.5.2 Use of annual leave or leave without pay

32.5.2.1 If an employee has exhausted all sick 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.

32.5.2.2 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.

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

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

32.5.4 Proof of illness

32.5.4.1 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.

32.5.4.2 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.

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

32.5.4.4 Paid leave in excess of thirteen weeks will not be granted unless the Employer is satisfied that the leave is necessary.

32.5.4.5 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.

32.5.5 A Medical Certificate or Statutory Declaration is required for absences of three days or more, and when there are more than five absences of any duration in a 12 month period.

32.5.6 A maximum of three Statutory Declarations are permitted in any anniversary year. A Medical Certificate must be provided for any other absences.
Infectious diseases
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.

33 CARERS LEAVE

33.1 Personal leave may be used as carer’s leave to provide care or support in the circumstances outlined in clause 32.3.2, 33.2.3 or 32.3.4.

33.2 In normal circumstances an employee must not take Carer’s Leave under this clause where another person has taken leave to care for the same person. The Employee must, where practicable, give the Employer notice prior to the absence 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. If it is not practicable for the Employee to give prior notice of absence, the Employee must notify the Employer by telephone at the first opportunity.

33.3 Evidence supporting claim
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.

33.4 Unpaid leave
An employee may take unpaid carer’s leave by agreement with the Employer.

33.5 Casual employees – Caring responsibilities

33.5.1 Casual employees are entitled to be unavailable to attend work or to leave work:

33.5.1.1 if the need to care for members of their immediate family or household who are sick and require care or support, or who require care due to an unexpected emergency, or the birth of a child; or

33.5.1.2 upon the death in Australia of an immediate family or household member.

33.5.2 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 two (2) days per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

33.5.3 The Employer will require the casual employee to provide satisfactory evidence to support the taking of this leave.

33.5.4 The Employer must not fail to re-engage a casual employee because the Employee accessed the entitlements provided for in sub clauses (33.5.1) and (33.5.2) above. The rights of the Employer to engage or not engage a casual employee are otherwise not affected.

34 COMPASSIONATE LEAVE

34.1 Paid leave entitlement

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

34.1.1.1 contracts or develops a personal illness that poses a serious threat to his or her life (compassionate leave); or

34.1.1.2 sustains a personal injury that poses a serious threat to his/her life; or

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

34.3 Such leave does not have to be taken consecutively.

34.4 Unpaid leave entitlement
Where an employee has exhausted all personal leave entitlements, including accumulated leave entitlements, he or she is entitled to take unpaid compassionate leave. The Employer and the Employee should agree on the length of the unpaid leave. In the absence of agreement, the Employee is entitled to take up to three days unpaid leave.

34.5 Evidence supporting claim
The Employer may require the Employee to provide satisfactory evidence to support the taking of compassionate leave.

35 SPECIAL LEAVE DUE TO MILITARY CONFLICT DISABILITIES

35.1 Where the Employer is satisfied that the illness of an employee with at least six months’ service 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.

35.2 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.

36 LEAVE FOR JURY SERVICE & COMMUNITY SERVICE

36.1 Community Service Leave

36.1.1 Where an employee engages in an eligible community service activity, they are entitled to take unpaid leave for the reasonable duration of the activity, provided that the Employee’s absence is reasonable in the circumstances. An ‘eligible community service activity’ includes the carrying out of voluntary emergency management activities, and any other activity prescribed in the applicable legislation.

36.1.2 Employees will be required to give the Employer notice of an absence 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.

36.2 Jury Service
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.

37 ANNUAL LEAVE

37.1 Credit of annual leave
An employee will be credited with annual leave on each anniversary of that employee’s employment, or on a pro-rata basis for any period of service which is less than one year.

37.2 Annual leave entitlement

<table>
<thead>
<tr>
<th>Employee</th>
<th>Annual leave entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 Day shift employee</td>
<td></td>
</tr>
<tr>
<td>• working ten Sundays or more</td>
<td>Five weeks</td>
</tr>
<tr>
<td>• working less than ten Sundays</td>
<td>Four weeks plus 1/2 day for each Sunday worked</td>
</tr>
<tr>
<td>All other employees</td>
<td>Four weeks</td>
</tr>
</tbody>
</table>
37.3 When annual leave can be taken

37.3.1 Annual leave will be taken as mutually agreed between the Employer and the Employee having regard to the operational needs of the Institute.

37.3.2 Annual leave will be taken within twelve months from the date it was credited to the Employee.

37.3.3 The Employer and the Employee may agree that the annual leave entitlement may accrue up to a maximum of a 24 months’ entitlement provided that:

37.3.3.1 the services of the Employee are required by the Employer so that the Employee is unable to take recreation leave; or

37.3.3.2 the Employee whose letter of appointment provides that the Employee must take recreation leave at a specific time of the year.

37.3.4 An employer may allow an employee to take annual leave in advance of the entitlement accruing.

37.4 Institute close-down period

An employee may be required to utilise up to five working days recreation leave during a designated Institute close-down period, or to take such days as leave without pay.

37.5 Payment for annual leave

The payment for the entire period of annual leave must be made before the Employee commences leave unless otherwise agreed between the Employee and the Employer.

37.6 Annual leave loading

37.6.1 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 6.

37.6.2 An employee will be paid the greater of:

37.6.2.1 the Employee’s ordinary rate of pay plus a loading of 17.5% of that rate, or

37.6.2.2 the Employee’s projected shift earnings for the period of annual leave, including shift penalties and penalties for Saturday or Sunday and holiday duty.

37.6.3 Annual leave loading will be paid annually on a date set by agreement between the Employer and the majority of employee’s.

37.6.4 The ordinary rate of pay will be the Employee’s rate of pay at the date the loading is paid.

37.7 Pro rata leave loading

37.7.1 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.

37.7.2 Upon termination of employment with the Employer an employee will be paid the annual leave loading on a pro rata basis.

38 PARENTAL LEAVE

38.1 National Employment Standards and the Paid Parental Leave Act

38.1.1 An employee is entitled to parental leave and to request flexible working arrangements in accordance with the national Employment Standards, and to paid parental leave in accordance with the Paid Parental Leave Act 2010.

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38.1.2 In addition to the entitlements above (which are not incorporated as a term of this Agreement) the following provisions apply.

38.1.3 In accordance with section 79 of the *Fair Work Act 2009*, an employee is not entitled to take paid personal/carers leave or compassionate leave whilst she or he is taking unpaid parental leave.

38.1.4 The entitlements to paid parental leave under this clause are separate, and in addition to the entitlements (if any) of any employee under the *Paid Parental Leave Act 2010*.

### 38.2 Entitlement

38.2.1 After 12 months continuous service, an employee taking:

38.2.1.1 maternity leave will be entitled to 14 weeks’ leave on full pay plus leave without pay which will not exceed an aggregate of 104 weeks.

38.2.1.2 paternity leave will be entitled to one week on full pay or for periods that in aggregate do not exceed five working days plus leave without pay which will not exceed an aggregate of 104 weeks.

38.2.1.3 adoption leave will be entitled to 14 weeks on full pay plus leave without pay which will not exceed an aggregate of 104 weeks.

38.2.2 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.

38.2.3 The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

38.2.4 An **eligible casual employee** means a casual employee:

38.2.4.1 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

38.2.4.2 who has a reasonable expectation of ongoing employment, but for the pregnancy or the decision to adopt.

38.2.5 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).

38.2.6 An employer must not fail to re-engage a casual employee because:

38.2.6.1 the Employee or employee’s spouse is pregnant; or

38.2.6.2 the Employee is or has been immediately absent on parental leave.

38.2.7 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.

### 38.3 Definitions

38.3.1 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 step-child 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.
38.3.2 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.

38.4 Basic Entitlement

38.4.1 Employees, who have or will have completed at least twelve months continuous service, are entitled to a combined total of 52 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 52 weeks.

38.4.2 Leave available is summarised in the following table:

<table>
<thead>
<tr>
<th>Type of leave</th>
<th>Paid leave</th>
<th>Unpaid leave</th>
<th>Total combined paid and unpaid leave</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maternity</td>
<td>14 weeks</td>
<td>90 weeks</td>
<td>104 weeks</td>
</tr>
<tr>
<td>Paternity/</td>
<td>5 days</td>
<td>103 weeks if primary carer</td>
<td>104 weeks</td>
</tr>
<tr>
<td>Adoption leave</td>
<td>14 weeks</td>
<td>90 weeks</td>
<td>104 weeks</td>
</tr>
<tr>
<td>Adoption leave</td>
<td>5 days</td>
<td>103 weeks if primary carer</td>
<td>104 weeks</td>
</tr>
</tbody>
</table>

38.5 Employee Couple – Concurrent Leave

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

38.5.4.1 in the case of paternity/partner and/or adoption leave an employee shall be entitled to a total of 5 days paid leave (which need not be taken consecutively) and up to 103 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

38.5.4.2 in the case of adoption leave for the secondary care giver 1 week's paid leave and up to 103 weeks unpaid leave which may be commenced at the time of placement.

38.5.2 Subject to 38.5.4.1, the total concurrent leave must be for a period of 3 weeks or less. Where the Employer agrees the Employee may start concurrent leave earlier or end concurrent leave later than provided for in 38.5.1.

38.6 Maternity leave

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

38.6.1.1 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
38.6.1.2 of the date on which the Employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.

38.6.2 When the Employee gives notice under 38.6.1.1 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 be engaged in any conduct inconsistent with her contract of employment.

38.6.3 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.

38.6.4 Subject to 38.6 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.

38.6.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the Employee elects to return to work within six weeks after the birth of the child the Employer may require the Employee to provide a certificate from a registered medical practitioner that she is fit for work in her present position. The Employer may require the Employee to start maternity leave if the Employee:

38.6.5.1 does not give the Employer the requested certificate within 7 days after the request; or,

38.6.5.2 within 7 days after the request for the certificate, gives the Employer the medical certificate stating that the Employee is unfit to work.

38.6.6 Where leave is granted under 38.6.5 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.

38.7 Personal illness leave and special maternity leave

38.7.1 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:

38.7.1.1 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;

38.7.1.2 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 38.4.1, and thereafter, to unpaid special maternity leave.

38.7.2 If an employee takes leave for a reason outlined in 38.4.1 and 38.4.2, the Employer may require the Employee to provide evidence that would satisfy a reasonable person or a certificate from a registered medical practitioner.

38.7.3 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.

38.8 Paternity/Partner leave

38.8.1 An employee will provide to the Employer at least ten weeks notice prior to each proposed period of paternity/partner leave, with:
38.8.1.1 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

38.8.1.2 written notification of the dates on which he or she proposes to start and finish the period of paternity leave; and

38.8.1.3 a statutory declaration stating:

38.8.1.3.1 except in relation to leave taken simultaneously with the child's mother under 38.5.1 or 38.10.1.1) that he or she will take the period of paternity/partner leave to become the primary caregiver of a child;

38.8.1.3.2 particulars of any period of maternity leave sought or taken by his or her spouse; and

38.8.1.3.3 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.

38.8.2 The Employee will not be in breach of 38.7.1 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.

38.9 Adoption leave

38.9.1 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.

38.9.2 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.

38.9.3 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:

38.9.3.1 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

38.9.3.2 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.

38.9.4 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.

38.9.5 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:

38.9.5.1 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.
38.9.5.2 except in relation to leave taken simultaneously with the child's other adoptive parent under 38.5.1 or 38.10.1.1 that the Employee is seeking adoption leave to become the primary care-giver of the child;

38.9.5.3 particulars of any period of adoption leave sought or taken by the Employee's spouse; and

38.9.5.4 that for the period of adoption leave the Employee will not engage in any conduct inconsistent with their contract of employment.

38.9.6 An employee must provide the Employer with confirmation from the adoption agency of the start of the placement.

38.9.7 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.

38.9.8 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.

38.9.9 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.

38.10 Right to request

38.10.1 An employee entitled to parental leave pursuant to the provisions of clause 38.4.1 may request the Employer to allow the Employee:

38.10.1.1 to extend the period of simultaneous unpaid parental leave provided for in clause 38.5.1 to a maximum of eight weeks;

38.10.1.2 to extend the period of unpaid parental leave provided for in 38.4.1 by a further continuous period of leave not exceeding 12 months;

38.10.1.3 to return from a period of parental leave on a part-time basis until the child reaches school age;

38.10.1.4 to assist the Employee in reconciling work and parental responsibilities.

38.10.2 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 staff, loss of efficiency and the impact on customer service.

38.10.3 Employee's request and employer's decision to be in writing

The Employee's request and the Employer's decision made under clauses 38.10.1.2 and 38.10.1.3 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.
38.10.4 Request to return to work part-time

A request under clause 38.10.1.3 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.

38.11 Variation of period of parental leave

38.11.1 Unless agreed otherwise between the Employer and employee, where an employee takes leave under 38.4.1 and 38.10.1.2 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.

38.12 Parental leave and other entitlements

38.12.1 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 104 weeks or a longer period as agreed under 35.9.

38.12.2 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.

38.13 Transfer to a safe job

38.13.1 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.

38.13.2 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:

38.13.2.1 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

38.13.2.2 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.

The entitlement to no safe job leave is in addition to any other leave entitlement the Employee has.

38.14 Returning to work after a period of parental leave

38.14.1 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.

38.14.2 Subject to 38.14.3 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 38.13 the Employee will be entitled to return to the position they held immediately before such transfer.
38.14.3 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.

38.15 Replacement employee

38.15.1 A replacement employee is an employee specifically engaged or temporarily
promoted or transferred as a result of an employee proceeding on parental leave.

38.15.2 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.

38.16 Consultation and Communication during Parental leave

38.16.1 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:

38.16.1.1 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

38.16.1.2 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.

38.16.2 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.

38.16.3 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 38.16.1

39 PURCHASED LEAVE

39.1 A full time or part time employee may apply to take up to 10 weeks’ leave in a year and receive
the pro rata salary, which would be payable over the full 52 weeks. This will be subject to
agreement between the manager and the Employee, and based on the needs of the area. Such
arrangements, where approved by the Head of Strategic HR and Development or other approved
delegate of the CEO, will commence at a mutually agreed time and must be taken in the same
year as it is accrued.

39.2 Under this arrangement an employee will become a fractional employee, with all benefits accruing
on that basis. Where an employee elects to take up the option, superannuation contributions for
the Employee and the Employer will reduce on a pro-rata basis.

39.3 Employees availing themselves of this option will retain benefits accrued on a full time or fractional
time basis to date and would then accrue benefits at the new fractional rate from the accrual date
of effect of the change.

39.4 The taking and accrual of recreation leave must be in accordance with the relevant agreement
clause.

39.5 The Institute acknowledges and accepts that many employees availing themselves of the cycle
will request leave coinciding with the Government Education Department gazetted school
holidays.
39.6 Employees electing to move to these arrangements will be subject to normal arrangements in respect to the rate of accrual of leave.

39.7 The arrangement must be reviewed on a yearly basis between the manager and employee and is subject to the approval of the Head of Strategic HR and Development or other approved delegate of the CEO, on the continuation of the arrangement.

39.8 An employee who terminates his/her services must be paid for the unexpired period of leave at the appropriate fractional rate based on the credit accrued. Where entitlements have accrued at the full time rate any termination payment must be made at this rate.

39.9 An employee who elects to take up the option may choose to maintain, subject to the requirements of the relevant superannuation scheme, the Employee and employer's superannuation contributions on a full time employment basis, and the Institute shall only be obliged to cover the cost of employer contributions at the reduced rate.

40 POSITION CLASSIFICATION PROCEDURE

40.1 Incremental Progression

40.1.1 An annual review will be undertaken by the Employer for all full-time and part-time employees.

40.2 Progression within Levels

40.2.1 Progression through the pay points in each Level is accessible following the completion of twelve months on a pay point subject to assessment of the Employee's experience, acquisition and utilisation of additional skills and knowledge resulting in a net addition to work value.

40.2.2 Progression of an employee from one increment to the next increment within a classification level will not be automatic but will be dependent upon the achievement of all of the following:

40.2.2.1 the acquisition and satisfactory utilisation of new or enhanced skills if required by the Employer and as is determined in accordance with any Performance Appraisal System;

40.2.2.2 the meeting of established performance objectives as determined in accordance with any Performance Appraisal System;

40.2.2.3 satisfactory performance over the preceding twelve months.

40.2.3 Where a salary increment is intended to be deferred on the basis of an unsatisfactory annual review, such an increment can only be deferred where the following process has been followed:

40.2.3.1 the Employer has counselled the Employee and explained clearly:

40.2.3.1.1 the requirements that are expected;

40.2.3.1.2 how the Employee has failed to fulfil these requirements; and

40.2.3.1.3 the consequences of continued or repeated failure to meet these requirements.

40.2.4 The Employer has provided the opportunity through mentoring, guidance and support to assist employees who are not performing satisfactorily.
40.2.5 Salary progression can only be deferred where the process outlined above has been commenced early enough to ensure the Employee receives sufficient notice to enable improvement in performance, being at least three months before a decision is taken.

40.2.6 Where a decision is taken to defer salary progression, the Employee will be notified as soon as possible in writing and the reasons for the decision will be given. An employee aggrieved by a decision may access the dispute resolution procedure in this Agreement.

40.3 Classification

40.3.1 The Institute shall classify all positions according to the position descriptors in this Agreement.

40.4 Significant Change

40.4.1 Where a position has experienced significant change and requires re-evaluation this will be done by submitting the agreed, signed position description to Human Resources for re-evaluation with a document outlining the significant changes.

40.4.2 Human Resources will acknowledge this application within 10 working days and will advise the Employee and manager of the evaluation outcome within 3 months of the date of receipt of the position description.

40.4.3 Any dispute arising from the written outcome will be dealt with in accordance with the Dispute Resolution Procedure in this Agreement, or if agreed between the Employee and the Employer, a joint management/union panel may be convened to review the outcome, with the right reserved to pursue the matter under the Dispute Resolution Procedure in this Agreement.

40.4.4 Where a position is reclassified to a higher classification level, the operative date of any salary adjustment will be backdated to the date the initial application was received by Human Resources.

40.4.5 Reclassification of an agreed, revised position description will be backdated to when the position description is agreed and signed by the relevant Manager. An agreed, revised position description under this sub-clause should be reformatted in accordance with the headings of the new classification descriptors.

41 STAFF DISCIPLINARY POLICY AND PROCEDURES

41.1 It is the policy of the Institute that all instances of unsatisfactory performance or behaviour shall be brought to the attention of employee(s) involved and that appropriate action is taken to bring about a satisfactory resolution.

41.1.1 Unsatisfactory performance or behaviour will include but not be limited to:

41.1.2 Disobeying or disregarding a lawful and reasonable instruction

41.1.3 Committing any act of misconduct

(Note: Acts of serious misconduct may lead to summary dismissal)

41.1.4 Employee negligence or carelessness in performing their duties

41.1.5 Contravening any legislation governing the Institute

41.1.6 Committing any breach of relevant standards of conduct

41.1.7 Inefficiency in the performance of the specified duties of the position held

41.1.8 Misbehaviour, the Australia of which constitutes an impediment to carrying out of the staff member's work or that of the staff member's colleagues or which is detrimental to students

41.1.9 Action which is prejudicial to the health or safety of other staff or students
41.1.10 Breach of Institute policies or regulations, or breach of published Institute procedures.

41.2 Depending on the nature and severity of the issue, the Disciplinary Process may be entered at any stage of the proceedings.

41.3 Preliminary Counselling Procedures

41.3.1 During the preliminary counselling phase, the supervisor and the staff member shall resolve difficulties through a counselling process including communication, cooperation, constructive criticism and assistance with specific training and development.

41.3.2 During this phase the supervisor will record the times and dates of relevant events within a file or diary maintained by the supervisor.

41.3.3 In the event that the matter is resolved satisfactorily within this phase, the diary records shall be destroyed.

41.3.4 In the event that the matter is not resolved satisfactorily within this phase, the records shall be retained by the supervisor and shall subsequently be destroyed following conclusion of any further proceedings under this Agreement.

41.4 Further Counselling Procedures

41.4.1 Should the preliminary counselling procedures not resolve the issue, further action shall be initiated by the service of a first warning in writing, which shall take the form of a statement of the reasons for dissatisfaction and shall propose a time frame for monitoring the progress of the complaint.

41.4.2 Following the service of the first warning, an interview shall be conducted between the supervisor who may be assisted by a representative of management and the staff member who may be assisted by an employee of the Institute or a Union representative, where possible.

41.4.3 At this interview the reasons for dissatisfaction as set out in the written warning shall be explained and agreement to a proposed time frame shall be sought.

41.4.4 At the conclusion of the interview, a jointly signed statement acknowledging receipt of the first warning and any agreement reached at the first interview shall be placed on the staff member's file.

41.4.5 The signing of the first warning shall serve only as an acknowledgment of receipt of the warning.

41.4.6 If the matter is resolved, a jointly signed statement to that effect shall be placed on the staff member's file.

41.4.7 If the matter is not resolved, a second and final written warning may be issued to the staff member by their manager.

41.4.8 Following the service of a second and final written warning, an interview shall be conducted. At the interview the staff member may be assisted by a representative who shall be an employee of the Institute or a Union representative, where possible.

41.5 Formal Interview

41.5.1 At this interview, the manager will:

41.5.1.1 State clearly the reasons for the second warning.

41.5.1.2 Specify a date for the conclusion of a non-normal action (that is, action under 41.1 and 41.3).

41.5.1.3 Signify the matter may be referred to the CEO as a formal complaint if desired improvement is not achieved by the date for the conclusion of non-formal action.
41.5.2 At the conclusion of the interview a jointly signed statement acknowledging receipt of the second written warning and a copy of any agreement(s) reached shall be placed on the staff member’s file.

41.5.3 The signing of the second warning shall serve only as an acknowledgment of receipt of the warning.

41.5.4 If the matter is resolved at the expiration of three months from the date of the first written warning a jointly signed statement to that effect shall be placed on the staff member’s file.

41.5.5 If the matter is not resolved at the expiration of three months from the date of the first written warning, formal action may be initiated by the lodging of a formal complaint with the CEO.

41.5.6 In the event that a staff member refuses to sign an acknowledgment of receipt of a warning the supervisor may confirm the service of such warning by means of a Statutory Declaration furnished to the CEO.

41.6 Disciplinary Committee of Inquiry
A matter which may result in disciplinary action against a staff member and is not resolved must be forwarded to a Disciplinary Committee consisting of two nominated management and two nominated Union representatives. The Committee shall recommend to the CEO one of the courses of action outlined in 41.7 of this Policy.

41.7 An Institute Disciplinary Committee of Inquiry shall recommend one of the following courses of action:

41.7.1 That the complaint be dismissed and a letter to that effect be placed on the staff member’s personal file for a period of 12 months subject to satisfactory resolution of the issue during this period.

41.7.2 That no action be taken.

41.7.3 That the staff member be transferred to another position in the same or another department and paid a salary appropriate to that position.

41.7.4 That the staff member be reprimanded.

41.7.5 That the staff member’s salary increment be withheld for up to one year.

41.7.6 That the staff member be dismissed.

41.8 Alternative in Camera Process

41.8.1 A staff member in respect of whom proceedings under 41.6 have been initiated may choose at any stage to have the matter heard and determined by the CEO or nominee in camera.

41.8.2 A staff member who elects to have the matter heard by this process shall have the right to be assisted by a representative, who shall be an employee of the Institute or a Union representative, where possible.

41.9 Lapse of Proceedings:

In the event that a staff member resigns or, that the matters which are the subject of these procedures are resolved or withdrawn, proceedings initiated shall lapse.

41.10 Provisions for Summary Suspension

41.10.1 The CEO may summarily suspend for a defined period of time a staff member for behaviour considered by the CEO to be of sufficient seriousness to warrant summary action. Any such action shall only occur pursuant to defined procedures, including:

41.10.1.1 Suspension to be on full pay.

41.10.1.2 Written notification of suspension including the grounds of suspension to be given to the staff member at the time of suspension.
41.10.1.3 A suspended staff member shall not have access to, or remain on, campus without the written permission of the CEO.

41.10.1.4 Council shall be advised of the suspension within a defined period of time.

41.10.1.5 The CEO shall initiate an inquiry in accordance with 41.6.

41.10.1.6 In the event that a suspension is lifted by the CEO and the staff member returned to duty prior to or during the course of an Inquiry, the CEO shall provide the staff member with a letter acknowledging there was no case to answer and any proceedings commenced pursuant to this section shall be discontinued.

41.10.1.7 In the event that an inquiry constituted in accordance with this section recommends that the complaint be dismissed or that no action be taken, the suspension shall be lifted forthwith and the CEO shall provide the staff member with a letter acknowledging the outcome.

41.11 Summary Dismissal

41.10.1 Nothing in this Agreement shall limit the right of the Institute to dismiss a staff member whose misconduct is so grave as to warrant summary dismissal.

41.12 Referral to External Authorities

41.12.1 Nothing in this policy restricts the Institute from referring any matter to the relevant State Authority where it is deemed there has been a potential breach of the law.

42 REDEPLOYMENT, RETRAINING AND REDUNDANCY

42.1 Redeployment

42.1.1 All organisational restructure proposals which may directly affect the terms, staff conditions and tenure of staff in the Institute will be determined in consultation with staff who may be affected by such changes and the Union.

42.1.2 No positions that may be filled through redeployment will be advertised externally until redeployment processes have been completed.

42.1.3 When a management decision results in a position becoming surplus to Institute requirements, the Institute will consider redeployment options prior to advising the incumbent of being redundant.

42.1.4 Where possible, volunteers will be sought to consider redeployment. The Institute may reject an expression from a volunteer to be redeployed. In the event of insufficient volunteers and following an equitable selection process, the Institute will decide which persons will be made redundant.

42.1.5 Any offer of redeployment will be made in compliance with the principles of non-discrimination and equal opportunity.

42.1.6 Any alternative positions will be of similar remuneration and time fractions, and where possible classification, and be commensurate with the skills, qualifications and experience of the staff member. Where the new position salary differs, the staff member will be retained on salary maintenance. If necessary the staff member will be offered retraining opportunities sufficient to enable the staff member to carry out the primary functions of the new role.

42.1.7 Where it is a viable option, the staff member will be offered, in writing, the option of redeployment.

42.1.8 The redeployment process will be finalised within eight weeks following written notification to the staff member that their position is redundant.
42.1.9 All offers of redeployment will include appropriate counselling, retraining and consultation processes.

42.1.10 Where the staff member does not accept the offer of redeployment to a position of the same or equivalent remuneration (on an ongoing basis) and appropriate to their skills, experience and qualifications, that staff member will be deemed to have resigned.

42.1.11 Where the alternative position is offered at a different site (i.e. multi-site campus) and accepted by the staff member, the Institute may consider appropriate compensation on a case-by-case basis, provided the staff member’s initial employment did not envisage mobility between campuses or sites.

42.1.12 Staff who are redeployed will maintain all leave and other accrued benefits pertaining to their former position.

42.1.13 Where at the conclusion of the redeployment process no suitable positions are found, the staff member will be deemed to be retrenched and the redundancy processes will commence.

42.1.14 A suitable alternative position is one where:

42.1.14.1 The Employee meets the primary requirements of the position as detailed in the position description

42.1.14.2 It would be expected that the Employee could perform the duties of the position within a reasonable timeframe

42.1.14.3 The position is equivalent to the position which is redundant in terms of remuneration and time fraction and, where possible, no less classification, unless a variation is acceptable to the Employee. (Note: Where a position is of lower classification, salary maintenance will apply)

42.1.14.4 The Institute is able to offer appropriate training, counselling and support to the Employee in the alternative position.

42.2 Retraining

42.2.1 Where staff are redeployed, consultation will take place between the staff member, the releasing manager/supervisor and the accepting manager/supervisor to determine retraining needs.

42.2.2 Reasonable retraining will be offered where appropriate as part of the redeployment process.

42.2.3 Employees will not be expected to retrain for positions that vary significantly from their professional interest and expertise.

42.2.4 Where retraining is undertaken as part of the redeployment process the staff member and accepting manager/supervisor will develop a clear training plan incorporating:

42.2.4.1 Expected outcomes

42.2.4.2 Implementation details

42.2.4.3 Timelines

42.2.4.4 Review processes.

42.2.5 Training needs are determined through consultation between the staff member, the releasing manager/supervisor and the accepting manager/supervisor.

42.2.6 The staff member and the accepting manager/supervisor develop a training plan outlining:

42.2.6.1 Training objectives
42.2.6.2 Training provision (when, where, how, etc)
42.2.6.3 Timelines
42.2.6.4 Evaluation and review procedures
42.2.6.5 Support mechanisms available to the Employee.

42.2.7 The staff member undertakes retraining activities, and is evaluated according to the training plan.

42.2.8 Constant feedback and practical on-the-job support is provided in implementing the training knowledge acquired.

42.2.9 The Institute will be responsible for all required costs incurred in retraining.

42.2.10 Retraining authorisation is required before undertaking any training activity.

42.3 Redundancy

42.3.1 Where the Institute has made a decision that a position(s) are redundant, redeployment will be considered as a primary option prior to any decisions resulting in termination of employment.

42.3.2 Prior to implementation of any changes which may result in staff being redundant, Institute management will consult with staff members concerned and the Union regarding reasons for the proposed changes, measures to avoid or minimise the terminations and measures to reduce any adverse effects of any terminations on the staff member concerned.

42.3.3 For the purposes of such consultation, the Institute will provide in writing to staff members and the Union all relevant documentation regarding the proposed changes. This will include details of the likely date and method of implementation of changes, the number and category of employees likely to be affected, and the expected effects of the change on staff members. Such documentation shall be provided at least two weeks prior to formal consultation.

42.3.4 Where the Institute has determined that there are excess staff, the relevant staff and the Union will be provided at least one week prior to formal consultation with details regarding:

42.3.4.1 The number, classification and location of staff affected who are likely to be excess to Institute requirements

42.3.4.2 Proposed changes in staffing structure, projected student enrolments, planned fee for service activity, the number and classification of employees affected, and the number and classification of staff expected to be required for performing the functions within the relevant Centre or Enterprise of the Institute

42.3.4.3 Any other relevant information as may be reasonably requested.

42.3.5 Where the staff member rejects an offer of redeployment to a position of the same or equivalent remuneration that is appropriate to their skills, experience and qualifications, the staff member will be informed that they will be deemed to have resigned.

42.3.6 Where the Institute is unable to make an offer of redeployment to a suitable alternative position, the staff member will be deemed retrenched.

43 PAID EDUCATION LEAVE FOR TRADE UNION COURSES

43.1 A full time or part time employee representative will be granted up to five days' leave with pay to undertake approved training which will enhance the Employee representative's role in dispute resolutions, and implementation of this Agreement. The CEO may approve paid leave of absence
in excess of five days and up to a maximum of 10 days in any one year except that the total leave granted in that year and the subsequent year shall not exceed 10 days in total.

43.2 Approved training shall include but not be limited to any course, workshop, seminar or like activity carried out as follows:

43.2.1 By or with the support of the National Tertiary Education Union

43.2.2 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.

43.3 An application for leave under this clause shall be accompanied by a statement from the relevant trade union to the effect that the union has nominated the Employee for the course or supports the Employee’s application. The application must be accompanied by a statement detailing dates, times, venue, and content of the education course.

43.4 Leave granted under this section:

43.4.1 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 payment

43.4.2 May include any necessary travelling time in normal working hours immediately before or after the education course

43.4.3 Shall count as service for all purposes.

43.5 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.

44 REIMBURSEMENT OF EXPENSES

44.1 The Institute shall reimburse an employee any prior approved reasonable out-of-pocket expenses actually and necessarily incurred in the course of her or his authorised duties. Within Institute Policy, the amount of an expense will be considered reasonable where it does not exceed the relevant amount set by the Australian Taxation Office (ATO) as adjusted from time to time.

44.2 Allowable expenses include:

44.2.1 Travelling, accommodation, meals and other incidental expenses associated with an overnight, or longer, absence from home or part day duties, including staff development, away from the normal work location

44.2.2 Expenses incurred in the use of private motor vehicles

44.2.3 Any other expenses incurred in the course of the Employee’s employment and authorised by the Employer

44.2.4 Ordinarily the Institute will provide transport for employees engaged in authorised work. Employees may refuse work where transport is not provided. Where in the course of employment an employee is required to use his or her private motor vehicle, he or she shall be reimbursed mileage costs subject to obtaining prior approval from the Employer to use the vehicle and submission of a declaration stating the date, purpose of the trip, number of kilometres and type of vehicle.

45 OVERSEAS EMPLOYMENT

45.1 Nothing contained elsewhere in this Agreement shall preclude an employee who is to work overseas from entering into a written agreement for the payment of an overall total remuneration package for the Employee.

45.2 The overall total remuneration package shall comprise the agreement salary rate, employer superannuation contributions and an additional component in lieu of specified agreement entitlements.

45.3 In such cases, the written agreement between the Employer and the Employee will specify:
45.3.1 the period for which the agreement will operate;
45.3.2 the overall total salary and employer superannuation contributions to apply; and
45.3.3 the relevant Award and Agreement clauses that do not apply.

45.4 An overall remuneration package shall not disadvantage an employee when comparing their total remuneration inclusive of employer superannuation contributions with the salary, employer superannuation contributions and agreement clause entitlements they would otherwise be entitled to receive pursuant to this Agreement.

45.5 Prior to entering a written agreement for an overall total remuneration package, a reasonable period of time shall be provided for the Employer and employee to consider the proposal and seek advice.

46 FAMILY VIOLENCE LEAVE

46.1 General Principle

(a) 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 staff that experience family violence.

(b) 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.

46.2 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).

46.3 Eligibility

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

(b) Casual employees are entitled to access leave without pay for family violence purposes.

46.4 General Measures

(a) Evidence of family violence may be required and can be in the form 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.

(b) 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.

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

(d) 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.

(e) An Employee experiencing family violence may raise the issue with their immediate supervisor, Family Violence contacts, union delegate or nominated Human Resources contact. The immediate supervisor may seek advice from Human Resources if the Employee chooses not to see the Human Resources or Family Violence contact.
(f) Where requested by an employee, the Human Resources contact 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 provide in accordance with clause 46.5 and clause 49.6.

(g) 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.

46.5 Leave

(a) 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.

(b) 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 consistent with clause 46.4(a) from an Employee seeking to utilise their personal/carer's leave entitlement.

46.6 Individual Support

(a) 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:

(i) temporary or ongoing changes to their span of hours or pattern or hours and/or shift patterns;

(ii) temporary or ongoing job redesign or changes to duties;

(iii) temporary or ongoing relocation to suitable employment;

(iv) a change to their telephone number or email address to avoid harassing contact;

(v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

(b) Any changes to an employee's role should be reviewed at agreed periods. 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.

(c) 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.

(d) An Employee that discloses that they are experiencing family violence will be given information regarding current support services.
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 staff 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 staff or contractors. Independence is also the extent to which a staff 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 staff 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 staff, 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.

**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. Staff 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 staff 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 staff 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 staff 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 staff.

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 staff.

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 staff.

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 staff.

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 a 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 staff 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.
Appendix 1 – SALARY SCALE

Salary Scales

JUNIOR RATES
A junior employee will be paid a minimum annual salary according to age based on the following scales, which are percentage rates of PACCT Level 1.1:

<table>
<thead>
<tr>
<th>Age Range</th>
<th>Percentage</th>
</tr>
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<tbody>
<tr>
<td>Under 17 years of age</td>
<td>70%</td>
</tr>
<tr>
<td>At 17 years</td>
<td>75%</td>
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<tr>
<td>At 18 years</td>
<td>80%</td>
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<tr>
<td>At 19 years</td>
<td>85%</td>
</tr>
<tr>
<td>At 20 years</td>
<td>95%</td>
</tr>
<tr>
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</tbody>
</table>
Lisa Line  
CEO  
Gordon Institute of TAFE  

Grahame McCulloch  
General Secretary  
National Tertiary Education Union  

Address  
2 Fenwick St, Geelong  

11 August 2016  
Date  

Witness  
2 Fenwick Street, Geelong  
Witness Address  

11/8/16  
Witness Date  

Address  
1/120 Clarendon Street South  
Melbourne VIC 3205  

11 August 2016  
Date  

Witness  
1/120 Clarendon Street South  
Melbourne VIC 3205  
Witness Address  

11 August 2016  
Witness Date
IN THE FAIR WORK COMMISSION

FWC Matter No.:

Applicant:
The Gordon Institute of TAFE Enterprise Agreement 2016

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Sarah Barth, Head of Strategic Human Resources and Development for The Gordon Institute of TAFE give the following undertakings with respect to The Gordon Institute of TAFE Enterprise Agreement 2016 (“the Agreement”):

1. I have the authority given to me by The Gordon Institute of TAFE to provide this undertaking in relation to the application before the Fair Work Commission.

2. Personal/Carer’s Leave
   The Gordon undertakes to ensure that notwithstanding clauses 32.5.6, 32.5.4.4 and 33.5.1.2, an employee’s entitlement to personal leave will be at least be in accordance with the NES.

3. Parental Leave
   The Gordon undertakes to ensure that notwithstanding clauses 38.1.1 and 38.10.1.1 of the agreement, an employee’s entitlement to parental leave will be at least be in accordance with the NES.

4. Better Off Overall Test - Flexible Hours Employees
   The Gordon undertakes to ensure that notwithstanding clause 29.5 of the agreement, flexible hours employee’s will be better off overall under the agreement. It undertakes that employees will be paid at the ordinary rate for all such hours worked up to 38 hours per week unless these hours are outside the span of ordinary hours or in excess of 7.6 hours in any single day. Where this occurs overtime will be paid.

5. Better Off Overall Test - Adult Employees PACCT Level 1-3
   The Gordon undertakes to ensure employees will better off overall under the agreement.
   • Employees agreeing to alternative shift work arrangements notwithstanding clause 28.6.3 will be entitled to penalty rates in accordance with the agreed shift arrangement specified in clause 28.2.1.
   • Part-time employees regularly working in a way where they would be entitled to an afternoon shift penalty under the Award will be paid an additional 15% of the ordinary hourly rate for the appropriate classification for all shift work.
   • Casual loading will be included in the calculation of overtime pay. Casual staff working overtime will be paid overtime at 150% for the first 2 hours.

6. Better Off Overall Test - Adult Employees PACCT Level 4-6
   The Gordon undertakes to ensure employees will better off overall under the agreement.
   • Casual loading will be included in the calculation of overtime pay.
   • Casual employees working regular overtime will be paid overtime at 150% for the first 2 hours.
   • All PACCT level 4-6 Employees will be paid overtime on their base rate of pay appropriate to their classification in line with clause 29.12.1.
7. **Juniors**
   The Gordon undertakes to ensure that notwithstanding Appendix 1 of the agreement, a Junior will be better off overall under this agreement. It undertakes to pay all staff, regardless of age, the appropriate salary set out in Appendix 1 based on classification at appointment.

8. **Supported Wage Employees**
   Notwithstanding clause 22.3, The Gordon undertakes to pay the minimum payment of $82 per week for employees on a supported wage.

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

Signature

20 October 2016

Date