DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Bendigo Kangan Institute
(AG2018/6310)

BENDIGO KANGAN INSTITUTE PACCT STAFF ENTERPRISE AGREEMENT 2018

Educational services

DEPUTY PRESIDENT SAUNDERS
NEWCASTLE, 21 FEBRUARY 2019

Application for approval of the Bendigo Kangan Institute PACCT Staff Enterprise Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as the Bendigo Kangan Institute PACCT Staff Enterprise Agreement 2018 (Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (Act). It has been made by Bendigo Kangan Institute. The Agreement is a single enterprise agreement.

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

   (a) cause financial detriment to any employee covered by the Agreement; or

   (b) result in substantial changes to the Agreement.

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

[4] Pursuant to subsection 190(3) of the Act, I accept the Undertakings.

[5] Subject to the Undertakings, 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.

[6] 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) of the Act, I note that the Agreement covers the organisation.
The Agreement is approved and, in accordance with s.54 of the Act, will operate from 28 February 2018. The nominal expiry date of the Agreement is 5 July 2022.

DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2018/6310

Applicant: Bendigo Kangan TAFE

14 February, 2019

Section 185 – Application for approval of a single enterprise agreement

Undertaking-Section 190

I, Rowena Besle, Chief Capability Officer for Bendigo Kangan TAFE give the following undertakings with respect to the [Bendigo Kangan Institute PACCT Staff Enterprise Agreement 2018 ("the Agreement").

1. I have the authority given to me by Bendigo Kangan Institute to provide this undertaking in relation to the application before the Fair Work Commission.

2. BKI undertakes to ensure that notwithstanding Appendix 1 of the Agreement, it undertakes to pay all staff the appropriate salary no less than provided for the General Staff under the Educational Services (Post-Secondary Education) Award 2010.

3. Juniors Rates: BKI 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, no less than provided for the General Staff under the Educational Services (Post-Secondary Education) Award 2010.

4. Clause 38 Shift Work: Notwithstanding this Clause, BKI undertakes to pay shift penalties to all employees covered by this Agreement in accordance with the provisions provided for in the General Staff under the Educational Services (Post-Secondary Education) Award 2010.

5. Clause 38 Shift Work: Notwithstanding this Clause, BKI undertakes to pay shift penalties to all employees covered by this Agreement at the hourly rate of their classification in accordance with the classification structure of this Agreement.

6. Notwithstanding Clauses 18 and 23, part-time employees of BKI will be engaged for periods of no less than a two hour minimum in accordance with the Educational Services (Post-Secondary Education) Award 2010.

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

[Signature]
21/2/19
Bendigo Kangan Institute
PACCT STAFF

Enterprise Agreement

2018
1. Title

This Agreement shall be known as the Bendigo Kangan Institute PACCT Staff Enterprise Agreement, 2018.

2. Arrangement

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3. **Objectives of the agreement**

The parties recognise that the interests of the Institute and Employees are interdependent, and thus the future of the Institute rests with a commitment from all to develop and maintain high quality, flexible and competitive programs and products. Meeting the needs of customers is recognised by both parties as being critical to the future success of the Institute.

It is in the context of a rapidly changing and increasingly competitive environment that this agreement has been formed.

The objectives of the agreement are to:

3.1. Achieve ongoing best practice through the identification and development of benchmarks and performance indicators

3.2. Better utilise the expertise of staff in a cost-effective manner to support the development and delivery of quality vocational education and training programs and products.

3.3. Achieve work practices and procedures that assist in the achievement of the Bendigo Kangan Institute Strategic and Business Plan, whilst acknowledging the constraints of funding, revenue generation and increased competition being experienced in the core business areas of the Institute.

3.4. Encourage the further development of a continuous improvement culture through more flexible work practices and procedures.

3.5. Enhance security of employment and career development for PACCT employees

3.6. Ensure that the Institute is in a sound financial position as a key means of improving security of employment and job satisfaction:

3.7. Develop a committed, flexible and skilled workforce which is focused on providing high quality customer service and the implementation of improvements to administrative and financial processes.

3.8. Bring about organisational reform, implement appropriate work practices and to facilitate the co-operative introduction of workplace cultural change.

3.9. Assist Bendigo Kangan Institute to become an Employer of Choice and ensure that Bendigo Kangan Institute continues to be an Equal Opportunity employer.

4. **Parties bound**

The parties bound by this Agreement are:

- The Board of Bendigo Kangan Institute
- The National Tertiary Education Union and
- All PACCT staff employed by Bendigo Kangan Institute
5. Date and period of operation

This Agreement will come into operation 7 days after it is approved by the Fair Work Commission. The nominal expiry date of this Agreement is 5 July 2022. It will continue beyond its nominal expiry date until it is either replaced by another workplace Agreement or is terminated.

6. Definitions

In this agreement, unless a clause contains a contrary definition:

"Act" means the Fair Work Act 2009 (Cth) as amended from time to time.
"Casual Employee" means an employee who is engaged and paid by the hour.
"Full-time employee" means an employee who is employed to work the ordinary hours of duty prescribed by this Agreement.
"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.
"Fixed-term contract 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.
"Contract employee" has the same meaning as fixed-term contract employee.
"On-going employee" the employment does not have a specified date of cessation.
"Spouse" includes a de facto spouse.
"him/his/he" means him/her, his/her, he/she.
"NTEU" means the National Tertiary Education Union (NTEU).
"FWC" means Fair Work Commission or its successor.
"Employee" means a person employed by the Institute under this Agreement.
"Employer" means the Board of Bendigo Kangan Institute and any successor in law.
"Institute" has the same meaning as "Employer".
"Schedules" Means the Schedules annexed to this Agreement.
"TAFE" means Technical and Further Education.
"Union" means the National Tertiary Education Union (NTEU).
"Board" shall mean the Board of Bendigo Kangan Institute or its authorised delegate(s).
"CEO" shall mean the Chief Executive Officer of the Institute or his/her nominee.
"Manager" shall mean those people who hold positions to whom the employee directly reports.
"PACCT" means Professional Administrative Clerical Computing and Technical.
"Staff" has the same meaning as "Employee".
"NES" means the National Employment Standards as contained in sections 59 to 131 of the Fair Work Act 2009 (Cth) as amended from time to time.
"Promotion" means appointment of employee on a higher classification than the employee's current classification.
7. Relationship to awards, other agreements & NES

This Agreement wholly replaces any Awards and existing Enterprise Agreements, which may otherwise, but for this clause, apply to those employees whose employment falls within the scope of this Agreement.

7.1 Relationship to NES

It is recognised that NES set minimum standards that apply to the employment of employees which cannot be displaced by this Agreement.

To avoid doubt, where inconsistency occurs between any term of the NES, that is more beneficial than provided for in the Agreement, the NES will apply to the extent of the inconsistency.

8. Posting of the agreement

The employer shall keep in a readily accessible place, including the staff intranet, a copy of this Agreement and, any Agreement made in relation to it and any variation made thereto, for perusal by an employee(s).

9. Individual flexibility arrangements

9.1 An employer and employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement pursuant to this clause to vary the effect of terms of this Agreement if:

9.1.1 The arrangement deals with the 48/52 week employment cycle in accordance with clause 45 of this Agreement and/or the Long Service leave/payment options in accordance with clause 47 of this Agreement and meets the genuine needs of the employee and employer.

9.1.2 The arrangement is genuinely agreed to by the employee and employer; and

9.1.3 The employee and employer have had at least three (3) working days to consider the proposal.

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

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

9.4 The employer must ensure that an individual flexibility arrangement is in writing and signed by the employee and employer. If the employee is under 18 the arrangement must also be signed by a parent or guardian of the employee.

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

9.6 The employer must ensure that any individual flexibility arrangement sets out:

- the terms of this enterprise agreement that will be varied by the arrangement; how the arrangement will vary the effect of the terms;
- 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 the day on which the arrangement commences.
9.7 The employer must ensure that any individual flexibility arrangement:

(a) is about matters that would be permitted matters under section 172 of the Act if the arrangement were an enterprise agreement;
(b) does not include any term that would be an unlawful term under section 194 of the Act if the arrangement were an enterprise agreement; and
(c) provides for the arrangement to be terminated:
   (i) by either the employee or employer giving a specified period of written notice, with the specified period being not more than 28 days; or
   (ii) at any time by written agreement between the employee and employer.

10. No extra claims

It is a term of this Agreement that there will not be any extra claims during the life of this Agreement.

PART B - STATUTORY OBLIGATIONS

11. Anti-discrimination

11.1 It is the intention of the respondents to this Agreement to achieve the principal object in s.3. of the Act through respecting and valuing the diversity of the 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.

11.2 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.

11.3 Nothing in this clause is taken to affect:

11.3.1 Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
11.3.2 An employee, employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.
11.3.3 The exemptions in s.351 (2) of the Act.

12. Occupational health and safety

12.1. The employer and employees shall at all times comply with the provisions of the Occupational Health and Safety Act 2004 (Victoria) as amended from time to time.

12.2. The employer shall provide and maintain so far as practicable for employees a working environment that is safe and without risks to health.

12.3. Employees shall at all times conduct themselves in a safe and responsible manner and comply with the employer's Occupational Health and Safety Policies and Procedures.

12.4. The employer shall encourage employees to take a constructive role in promoting improvements in occupational health, safety and welfare, and to assist the employer in achieving a healthy and safe work environment.
13 Accident make-up pay

13.1 Entitlement

An employer will pay or cause to be paid accident make up pay during an incapacity of an employee as defined by the Accident Compensation Act 1985 or the Workplace Injury Rehabilitation and Compensation Act 2013 as amended from time to time:

- Until the incapacity ceases; or
- Until the expiration of an aggregate of 52 weeks

Whichever may first occur, even if the employer terminates the employee's employment during that period. This clause does not displace or override the Workplace Injury Rehabilitation and Compensation Act 2013 or any successor workers compensation legislation.

13.2 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.

13.3 Civil damages

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

14 Superannuation

14.1 The employer will enrol new employees in the VicSuper fund administered by VicSuper Pty Ltd unless the employee chooses to nominate an alternative complying superannuation fund from the Register of Complying Super Funds found at www.ato.gov.au/super/.

14.2 Employer contributions are made according to the Superannuation Guarantee (Administration) Act 1992 as amended from time to time and are made during periods of paid leave and during periods when the employee is entitled to receive weekly payments for Workers Compensation up to a maximum of 104 weeks.

14.3 Employees who are members of closed statutory defined benefits (Revised and New) schemes administered by the Government Superannuation Office shall retain their membership of those schemes.

14.4 The Employer will contribute an amount equal to that required under Superannuation Guarantee legislation to a complying superannuation fund for all employees who are members of an accumulation superannuation schemes including those over 70 years of age.
15 Agreement consultative committee

15.1 The parties are committed to the continued operation of a Consultative Committee, which shall monitor the implementation of this Agreement.

15.2 The Consultative Committee will meet as required to discuss issues arising from the implementation of this Agreement and any matters contained within the Agreement on which consultation may be required.

15.3 The Consultative Committee will comprise of three representatives of the Institute and three 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.

15.4 The Consultative Committee will examine and develop draft proposals for consideration in any future Agreement.

Management of Change

15.5 Where the Institute proposes changes which are likely to have a significant effect on employees covered by this Agreement, the Institute will consult with those employees and it will consult with the NTEU, prior to the proposed changes being implemented.

15.5.1 Significant effect is where proposed changes may result in;

- The employee's position being declared in excess of staffing requirements with the possibility of redeployment or termination of employment;
- Alteration to the employee's hours of work (i.e. Reduction of time fraction);
- Reduction to an employee's classification or rate of pay;
- The need for relocating the employee to another campus where their ongoing or fixed term contract defines a specific campus;
- Reduction in career path opportunities/prospects within a department due to restructure of that department, decreasing positions directly above a position;
- Where an ongoing position is left vacant and not filled.

15.6. The employer shall discuss with the employees affected, the employees' representative and the Union, the proposed changes referred to in clause 15.5 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 and the Union, in relation to the proposed changes including the impact of the change (including any impact in relation to family or caring responsibilities of the affected employees).

15.7 These discussions shall commence as early as practicable and prior to a final decision being made in respect to the proposed changes.

15.8 For the purposes of such discussion, the employer shall provide in writing to the employees concerned, the employees' representative and the Union, all relevant information about the proposed 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.
15.9 The employer will give prompt and genuine consideration to matters raised in discussions with affected employees, the employees' representative and the Union, but the employer shall retain the right to decide on the introduction of the changes.

15.10 Consultation under clauses 15.5 to 15.9 will occur within a reasonable timeframe and neither party will unduly delay providing responses.

**Consultation about changes to rosters or hours of work**

15.11 Where the Institute proposes to introduce a change to the regular roster or ordinary hours of work of employees, the Institute must notify and consult with the employee or employees affected about the proposed change.

15.12 The employer must:

(a) Provide to the employee or employees affected information about the proposed change (including the nature of the change to the employee's regular roster or ordinary hours of work, when the change is proposed to commence and information about any other matters that the employer reasonably believes are likely to affect the employees); and

(b) Invite the employee or employees affected to give their views about the impact of the proposed change (including any impact in relation to their family or carrying responsibilities); and

(c) Give prompt and genuine consideration to matters raised about the proposed change by the employee or employees concerned.

15.13 The employee/s may appoint a representative for the purpose of the consultation under this clause (which may include the Union).

16. **Human resources policies & procedures**

The parties agree to consult and negotiate within a reasonable timeframe on Human Resource policies and procedures which concern salary and remuneration, public holidays, leave, working hours and matters relating to the employment relationship.

17. **Dispute avoidance and resolution procedures**

17.1. A dispute or grievance arises where an Employee or the union on the one hand or the Employer on the other are aggrieved by a decision or action, or a failure to make a decision or act in relation to matters that arise out of, or are reasonably incidental to, matters covered by this Agreement or the NES.

17.2. Disputes between the Employer and Employees or the Employer and the Union shall be settled in accordance with the following procedures:

17.2.1. Any claim or dispute which arises shall, where possible, be settled by discussion between the Employee and the immediate supervisor or between the union and the Employer as appropriate.

17.2.2. The union and the employer shall be notified of all instances where disputes are being resolved in accordance with this clause. The parties to the dispute should use their best endeavours to ensure the continuation of work as normal. This includes the maintenance of the pre-existing status quo or establishment of a mutually acceptable holding position pending the resolution of the dispute.

17.2.3. If unresolved, the Employee has the right to involve a union officer or delegate or other Employee representative in a further discussion with the supervisor.
17.2.4. If unresolved, or at the request of either party, the Employee shall have access to a dispute settlement committee within seven days unless otherwise agreed. Where the dispute exists between the union and the Employer, either party may request the establishment of the committee.

17.2.5. The dispute settlement committee shall be a committee of the Institute Board and shall consist of:

17.2.5.1 Two nominees of the Institute Board; and
17.2.5.2 Two nominees of the union branch, one of whom may be an officer of the Union.

17.2.6. The dispute settlement committee shall determine its own procedures for the purpose of considering the dispute but shall be required to report to the Institute Board within five working days of being established.

17.2.7. On receiving the report from the dispute settlement committee, the Institute Board shall indicate in writing whether the recommendations of the dispute settlement committee have been accepted or not. This decision shall be communicated in writing to the dispute settlement committee and the parties to the dispute within ten working days of receiving the report from the dispute settlement committee. Nothing in this part shall be read as preventing an Employee from seeking assistance from the union at any time.

17.2.8. A dispute subject to this clause shall be resolved where the parties to the dispute reach agreement which is approved by the Institute Board.

17.2.9. If the dispute is unresolved, either party may refer the matter to the FWC for resolution mediation and/or conciliation and, where the matter in dispute remains unresolved, by arbitration in accordance with the Act. The decision of the FWC will bind the parties, subject to either party exercising a right of appeal against a decision to a Full Bench. The parties may agree at any point in the process to advance the matter directly to the external process.

17.3 The procedures outlined above do not apply to a bona fide health and safety issue.

17.4 An employee may be represented in these procedures by the Union or by another Representative.

18. Agreement implementation support

The Parties agree that the NTEU has a legitimate role in Institute matters as they impact on the work of Institute PACCT staff in order for the union to carry out this role, the Institute will provide the following support.

18.1 An authorised member of the NTEU branch shall have the right to post or distribute any official notice of the NTEU pertaining to this Agreement in each staff room of the Institute;

18.2 Subject to the Institute's operational requirements, an Institute employee other than a casual who is the NTEU Kangan Institute National Board Representative will be entitled to up to three days paid leave to attend NTEU National and Division Board meetings that will contribute to a better approach to matters covered by this Agreement. The request for such leave shall not be unreasonably denied. The Union will provide a minimum of 14 days' notice of such meetings to the Institute and the employee.
18.3 Incidental use of equipment such as telephones, facsimiles, photocopiers and electronic communication channels for matters covered by this Agreement. The Union acknowledges that Bendigo Kangan Institute use of the equipment takes priority over union use of the equipment and that in using Institute equipment for communicating on matters pertaining to this Agreement, the union must abide by the Institute Code of Conduct and Institute Procedures.

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

19. Types of employment

The parties are committed to recognising the preferred type of employment in the Institute being ongoing that may be either at a full-time or part-time fraction. 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.

20. Contract of employment

20.1. On appointment the employer will provide employees with a letter of appointment which stipulates the type of employment and contains the following information:

(a) The date employment is to commence;
(b) The date employment is to cease (where applicable);
(c) The classification and rate of pay to be received by the employee;
(d) The hours of duty and time/s of attendance of the employee including the time-fraction to be worked;
(e) The other main terms and conditions of employment applicable to the employee including the identity of the Institute, usual work location and the documentary or other recorded sources from which such conditions derive and the duties and reporting relationships to apply upon appointment;
(f) For a fixed-term employee, the reasons for the fixed-term contract of employment;
(g) For casual employees, the duties required, the estimated number of hours required, the rate of pay for each class of duty required and a statement that any additional duties required during the term will be paid for.

21. Fixed-term contract employment

21.1. The employer will normally engage employees on fixed-term contracts in circumstances where:

21.1.1 Replacement of staff on leave is required;
21.1.2 Funding for specific, one-off projects with an end date is secured;
21.1.3 New and/or short-term program areas are introduced to the Institute or reducing numbers threaten the viability of an existing program; or
21.1.4 Cover for peak activity is required.

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

22.1. An employee may only be employed on a casual basis where the work to be performed is of an irregular nature or for a short period of time.

22.2. For the purposes of clause 22.1, 'a short period of time' means up to 10 weeks.

22.3. A casual employee shall be entitled to all the provisions of this Agreement save for public holidays and paid leave of any kind except where eligible under the relevant Long Service Leave Act.*

22.4. 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.

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

23. Time fractions

A full-time employee is employed to work the ordinary hours of duty prescribed by this Agreement and is entitled to all the provisions of this Agreement.

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.

An employee may apply to the employer for a temporary adjustment of their position time fraction. The employer may agree for a temporary adjustment of the time-fraction applying to the position for a specified period of time having regard to the 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 employee and the employer.

24. Redeployment

The parties agree that:

24.1. Where it is determined that some positions are no longer required in order for the Institute to achieve its goals, redeployment is an option which should be considered.

24.2. For the purpose of this clause the following definitions will apply:

- "Redeployment" means the relocation of an employee to another position which is not incidental or peripheral to the employee's current position.
- "Suitable alternative position" means a position whereby:
  - The employee meets the primary requirements of the position as detailed in a new position description;
  - It would be expected that the employee could perform the duties of the position within a reasonable time frame;
  - The position is equivalent to the position declared in excess of requirements in terms of the salary and time fraction and, where possible no less classification, unless a variation is acceptable to the employee; or
  - The Institute is able to offer appropriate training, counselling and support to the employee in the alternative position.
24.3 It is essential to remember that when the Institute is restructuring it is the position that becomes surplus to requirements, not the person.

24.4 Redeployment is an action whereby the organisation can demonstrate a commitment to supporting employees in a time of change.

24.5 Alternative positions made available to staff should where possible be at least equal in terms of salary, time fraction, personal and professional status and classification.

24.6 Redeployment is not a strategy for managing employee performance. Where unsatisfactory performance is the issue, other staff development or disciplinary actions should be initiated.

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

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

24.9 When a management decision results in a position becoming surplus to Institute requirements, the Institute will consider redeployment options.

24.10 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 surplus to requirements.

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

24.12 Any suitable alternative positions chosen by the employer will be of similar salary and time fractions, and where possible classification, and be commensurate with the skill, qualifications and experience of the employee. Where the new position salary differs the employee will be retained on the higher salary in accordance with clause24. 18. If necessary the employee will be offered retraining opportunities sufficient to enable the employee to carry out the primary functions of the new role.

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

24.14 The redeployment process will be finalised within twelve weeks following written notification to the employee that their position is surplus to requirements.

24.15 All offers of redeployment will include appropriate counselling, retraining and consultation processes. Where the employee 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 employee will be deemed to have resigned.

24.16 Where at the conclusion of the redeployment process no suitable positions are found, the employee will be deemed to be in excess of the Institute staffing requirements.
24.17 For the purpose of this clause salary maintenance means that the employee's salary shall be frozen at the amount they were receiving prior to being redeployed until such time as the rate applicable to their new position classification exceeds that of frozen salary.

25. Notice of termination

25.1 An ongoing or fixed-term contract employee employed at or above the "bottom pay point of PACCT Level 7" will provide the employer four weeks' notice in writing of an intention to terminate their employment. All other ongoing or fixed-term contract employees will be required to give two weeks' notice of an intention to terminate their employment.

25.2 The notice period may be varied by agreement between the employee and the employer.

25.3 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.

25.4 Where an employer gives notice of termination to an ongoing or employee or fixed-term contract employee (as distinct from a fixed term contract expiring on its due to end date) 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>More than 1 year but not more than 3 years</td>
<td>2 weeks</td>
</tr>
<tr>
<td>More than 3 years but not more than 5 years</td>
<td>3 weeks</td>
</tr>
<tr>
<td>More than 5 years</td>
<td>4 weeks</td>
</tr>
</tbody>
</table>

25.5 In addition to the notice in clause 25.4 hereof, employees over 45 years of age at the time of the giving of the notice who have worked for the Institute for at least 2 years, will be entitled to an additional week of notice.

25.6 Time off during notice period

25.6.1 An employee other than a casual or a fixed-term contract 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.

26. Disciplinary procedures

The parties have agreed to adopt the following disciplinary procedures for all staff other than casuals:

26.1 Conditions leading to Disciplinary Action

These procedures shall apply to an incident or range of events, which result in

a) A breach of Institute polices, or procedures
b) A breach of the Institute Code of Conduct
c) Action which is prejudicial to the health or safety of other staff or students.
d) Inefficiency in the performance of the duties of the position held.
26.2. Counselling Procedures

a) Initially, the Manager and the staff member shall attempt to resolve difficulties through a counseling process. This phase will include co-operation, constructive criticism and assistance with specific training and development.

b) The Manager will maintain a record of the times and dates of relevant events which shall be destroyed in the event that the matter is resolved within this phase, in the event that the matter is not resolved satisfactorily the manager shall retain the record until the conclusion of further proceedings after which it shall be destroyed.

26.3. First written warning

a) Should the preliminary counselling procedures not resolve the issue, the employee shall be given a first warning in writing. The warning shall take the form of a statement of the reasons for dissatisfaction and propose a time frame for improvement and review.

b) Following the service of the first warning an interview shall be conducted between the Manager who may be assisted by a representative of management and the staff member who may be assisted by a representative. At this interview the reasons for dissatisfaction as set out in the written warning shall be explained. At the conclusion of the interview, a jointly signed statement acknowledging receipt of the first warning and any agreement reached shall be placed on the staff member's file. This statement shall serve only as an acknowledgment of receipt of the warning.

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

d) If the matter is not resolved, a second and final warning may be issued to the staff member by a more senior Manager or the Executive Director if applicable.

e) Following the service of a final written warning an interview shall be conducted. At the interview the staff member may be assisted by a representative and the Institute shall be represented by the more senior Manager, and the Manager if the Institute so decides.

At this interview, the more senior Manager will:

(i) State clearly the reasons for the final warning;

(ii) Specify a date for the conclusion of any action arising under clauses 26.2 and 26.3 above and;

(iii) Signify that the matter may be referred to the Executive Director if desired improvement is not achieved by the date.

At the conclusion of the interview a jointly signed statement acknowledging receipt of the final written warning and a copy of any agreements(s) reached shall be placed on the staff member's file.

f) If the matter is resolved before 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.

g) 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 referring the matter to the Executive Director.

h) In the event that a member of staff refuses to sign an acknowledgment of receipt of a warning the manager may confirm the service of such warning by letter to the Executive Director.
26.4. Formal Enquiry Procedures

a) A matter which may result in disciplinary action against a staff member and is not resolved under the provision of clause 26.3 must be followed by an inquiry.

b) An inquiry shall be initiated by the CEO or his/her delegate, but the inquiry shall not take place unless there is evidence of non-formal action having been taken to mitigate/resolve problems. Such evidence shall not indicate the substance or subject of the discussions, other than to state that they took place pursuant to this procedure.

c) The nature of the charges which form the basis of the inquiry shall be specified in writing in sufficient detail and in sufficient time for a defence to be prepared.

d) The staff member concerned and his or her representative shall be entitled to present written or verbal evidence. Witnesses may be called by either party. The staff member concerned and/or his or her representative shall be present during the submission of all evidence.

e) The inquiry shall be completed within a reasonable timeframe.

f) Time spent by PACCT Staff in meetings of any inquiry shall be deemed to be time worked.

g) In the event that such inquiry is established, the composition of any committee of inquiry shall be:

   (i) Two staff members nominated by the CEO; one of whom shall chair the meeting.

   (ii) Two staff members nominated by the employee.

26.5. Enquiry Outcome

a) The committee of inquiry shall report its findings to the CEO and shall recommend one of the following courses of action:

   (i) That the complaint is dismissed and a letter to that effect be placed on the staff member’s personal file;

   (ii) That no action be taken;

   (iii) That the staff member be transferred to another position in the same or another department and paid a salary appropriate to that position;

   (iv) That the staff member be reprimanded;

   (v) That the staff member’s salary increment be withheld for up to one year; or

   (vi) That the staff member be dismissed.

26.6. Lapse of Proceedings

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

26.7. Provisions for Summary Suspension

The Executive Director may summarily suspend an employee, on full pay, for a defined period of time for behaviour considered to be of sufficient seriousness to warrant summary action.

26.8. Summary Dismissal

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.
PART E - SALARY, ALLOWANCES AND RELATED MATTERS

27. Quantum and timing of pay increases

27.1. Employees shall be paid the incremental salary point for the classification level of the position to which they are appointed by the Institute in accordance with Schedule A - "Salary Classification Scale" of this Agreement.

27.2. The percentage increases and dates of the increases to salary rates for the new SALARY classification structure as specified in Schedule A "Salary Increment Scale" of this Agreement shall apply.

27.3. Any Safety Net adjustment, National Minimum Wage Order or other Award increases that may be granted during the life of this Agreement shall be absorbed into the salary rates outlined in Schedule A "Salary Classification Scale" and the allowances of this Agreement.

28. Position classification procedure

From the date of operation of this Agreement the Classification Descriptors in Schedule B of this Agreement will be used to evaluate the classification of PACCT positions and the following process will apply.

28.1. This procedure shall be used for the classification of all PACCT staff positions with the exception of temporary positions of 6 months or less, in the following circumstances:

   i) When a position is created

   ii) Where the duties and responsibilities have changed to the extent that it is considered by the incumbent and / or Manager that the position is no longer appropriately classified.

28.1.1 Provided that in the event of a revised classification structure being inserted into the Award the parties agree to negotiate a translation process to move staff into the new classification structure and to review the Classification process for the purpose of incorporating a revised classification structure into this agreement.

28.2 Classification Process

28.2.1 In the event of a new position being created, the position description will be developed by the Manager.

28.2.2 Where changes to existing positions occur a revised position description shall be developed in consultation with the incumbent and the Manager and shall be signed by both parties.

28.2.3 If the incumbent and the Manager are unable to come to an agreement with regard to the position description, the matter will be referred to the Consultative Committee (refer to Clause 16) for consideration. If the Consultative Committee is unable to reach agreement the matter shall be referred to the CEO for decision.
28.2.4 The position description will be authorised by the appropriate Manager and forwarded to the Human Resources Manager or nominee within 5 working days.

28.2.5 The Human Resources Manager or nominee upon receiving a position description for classification will convene a panel to classify the position. The panel will be comprised of equal representation of Institute and Union.

28.2.6 Should a panel fail to reach agreement by consensus the matter shall be referred to a new panel for consideration and should this panel also fail to reach agreement the matter will be handled as per the Dispute Avoidance and Resolution Procedures (Refer to Clause 17).

28.2.7 The agreed classification shall become effective from the date on which either the revised position description is agreed to or the new position is filled.

28.2.8 Reclassification of an agreed, revised position description under sub clause 28.2.2 will be backdated to when the position description is agreed in accordance with clause 28.2.7. An agreed, revised position description under this sub clause should be reformatted in accordance with the headings of the new classification descriptors.

29. **Incremental progression and performance planning and review**

29.1. The aims of the institute’s performance planning and review system are as follows:
- To enhance communication between management and staff
- To ensure employees are familiar with the expectations for their performance on the job
- To ensure employees receive regular feedback on their performance and achievements
- To recognise the work of employees and identify their professional development needs
- To provide the basis for accessing increments within the employee’s classification level on an annual basis.

29.2. The process for the implementation of the performance planning and review system is as follows: The manager and employee will meet to develop a Performance Plan which will determine:
- Key Result Areas and outcomes
- A training and development plan and associated costing to address development needs.

29.3. The timing of the Performance Review will be as follows:
- Annual Review
- Six monthly follow-up review

29.4. Managers will ensure that employees’ position descriptions are up-to-date.

29.5. 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.
29.6. Any employee aggrieved at the recommendation shall have recourse to the Dispute Avoidance and Resolution Procedure, outlined in clause 17 in this Agreement.

30. Allowances

30.1. On-call allowance

(a) An employee who with the approval of his/her manager is rostered to be on-call during any weekly period, or part thereof, from the time of finishing ordinary hours of duty shall be paid an on-call allowance, at the rate of $226.00 per week, or part thereof.

(b) The On-Call Allowance will be adjusted in accordance with the percentage salary increases in Schedule B of this Agreement.

30.2. Meal allowance

Adjusted on 1 July each year for the operational life of the agreement based on the CPI - Take Away and Fast Food Index (Cat No. 6401.0) based upon the March quarter figures.

<table>
<thead>
<tr>
<th>Allowance</th>
<th>Rate</th>
<th>Application</th>
</tr>
</thead>
<tbody>
<tr>
<td>Meals allowance</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1.</td>
<td>1 hour break</td>
<td>$20.60 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></td>
<td>20 minute break</td>
<td>$15.45 2. 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>2.</td>
<td>20 minute break</td>
<td>$12.37 2. 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>3.</td>
<td>Inclusive of 6.00 - 7.00 pm</td>
<td>$16.45 3. 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.</td>
</tr>
<tr>
<td></td>
<td>Exclusive of 6.00 - 7.00 pm</td>
<td>$12.37 4. 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.</td>
</tr>
<tr>
<td>4.</td>
<td>Reimbursement of actual cost</td>
<td>$20.60 4. 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.</td>
</tr>
</tbody>
</table>
31. Higher duties allowance

31.1. An ongoing or fixed term contract employee who is required to act in a position of a higher salary for more than five consecutive days will be paid a higher duties allowance. Higher Duties Allowance will be regarded as salary.

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

31.3. Proportional Work

31.3.1 Where an employee performs a proportion of duties of a higher salary an employee will be paid at the highest increment of the employee's classification plus the following allowance:

<table>
<thead>
<tr>
<th>Proportion of Higher duties</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>25% - 49%</td>
<td>25% of the difference between the highest increment in the employee's actual classification and the salary payable had the employee been promoted to the higher classification</td>
</tr>
<tr>
<td>50% - 74%</td>
<td>50% of the difference between the higher increment in the employee's actual classification and the salary payable had the employee been promoted to the higher classification</td>
</tr>
<tr>
<td>75% - 99%</td>
<td>75% of the difference between the highest increment in the employee's actual classification and the salary payable had the employee been promoted to the higher classification</td>
</tr>
</tbody>
</table>

31.3.2 Where an employee performs a proportion of duties at a higher salary rate and the duties overlap with those of the employee's classification, the employee will be paid a higher duties allowance as follows:

<table>
<thead>
<tr>
<th>Proportion of Higher duties</th>
<th>Allowance</th>
</tr>
</thead>
<tbody>
<tr>
<td>25% - 49%</td>
<td>25% of the difference between the employee's actual classification rate and the higher salary</td>
</tr>
<tr>
<td>50% - 74%</td>
<td>50% of the difference between the employee's actual classification rate and the higher salary</td>
</tr>
<tr>
<td>75% - 99%</td>
<td>75% of the difference between the employee's actual classification rate and the higher salary</td>
</tr>
</tbody>
</table>

31.4 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.

31.5 Higher duties and sick leave

If an employee in receipt of higher duties allowance commences sick leave or workers compensation leave 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>
31.6 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.

32. Payment of salaries

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

<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 14/365.25 x 7.6</td>
</tr>
</tbody>
</table>

32.1.1 Overtime payments will be paid in the next pay period following the work cycle in which the overtime was worked.

32.1.2 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.

32.2 Salary records

Salary payments will be accompanied by an electronic pay slip which will include:
- payments and deductions;
- sick leave and annual leave credits

33. Corrections allowance

Employees previously employed under the BRIT PACCT Agreement 2005 at the time of transferal to Bendigo Kangan Institute PACCT Enterprise Agreement 2015, who work within a Corrections Education facility shall be entitled to an allowance of 4% of the relevant ordinary hourly rate of pay for each hour worked in that facility.

34. Salary packaging

34.1 By agreement with the employer, employees, other than casuals, may salary package employee benefits in lieu of their salary as specified in Schedule A, provided:

(i) That this is in accordance with Institute policy, Government policy and taxation legislation, relating to salary packaging arrangements between employers and employees; and

(ii) The salary as specified in schedule A shall be used for calculating all benefits or entitlements upon cessation of employment.
35. Supported wage

35.1 This clause defines the conditions that will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement. In the context of this clause, the following definitions will apply:

Approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

Assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system

Disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991 (Cth), as amended from time to time, or any successor to that scheme

Relevant minimum wage means the minimum wage prescribed in this Agreement for the class of work for which an Employee is engaged

Supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au

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

35.2 Eligibility Criteria

35.2.1 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.

35.2.2 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.

35.3 Supported wage rates

35.3.1 Employees to whom this clause applies will be paid the applicable percentage of the salary, as set out in Schedule A for the class of work which the person is performing according to the following schedule:

<table>
<thead>
<tr>
<th>Assessed capacity</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>
<td>40%</td>
</tr>
<tr>
<td>50%</td>
<td>50%</td>
</tr>
<tr>
<td>60%</td>
<td>60%</td>
</tr>
<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 $86 per week)

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

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. 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. (Social Security Act 1991 (Cth), as amended from time to time, or any successor to that scheme).

35.5 Review of assessment

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.

35.6 Other terms and conditions of employment

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.

35.7 Workplace adjustment

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.

35.8 Trial period

35.8.1 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.

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

35.8.3 The minimum amount payable to employee during the trial period must be no less than $86 per week.

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

35.8.5 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 37.4 Assessment of capacity.
36. Hours of duty

36.1 The ordinary hours of duty as prescribed by the employer will be between 7.00 am and 7.00 pm 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.

36.2 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>

37. Meal breaks

37.1 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.

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

38. Shift work

This clause does not apply to an employee whose salary exceeds that prescribed for the top pay point of PACCT Level 6.

38.1 Definition

For the purpose of this clause and the NES:

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

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

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

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

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

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

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 4.

<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 otherwise 200% of the ordinary rate</td>
</tr>
<tr>
<td>Afternoon or Night Shift (Part-time employee)</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 otherwise 200% of the ordinary rate</td>
</tr>
<tr>
<td>Night 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 otherwise 200% of the ordinary rate</td>
</tr>
</tbody>
</table>

38.3 Continuous Shifts

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

38.3.1 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%.

38.4 Payment for weekend work

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>

38.5 Time off in lieu

38.5.1 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.

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

38.5.3 Should a holiday fall within an employee's paid leave that employee will be granted one days leave in lieu of the holiday.

38.6 Alternative shift work arrangements

38.6.1 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.

38.6.2 An employee working extended shifts will not be required to work more than 80% of the ordinary working days Monday to Friday. 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.
39. **Rostered days off**

39.1. Eligible employees may accrue and take one Rostered Day Off (RDO) in each four week work cycle, to a maximum of 12 RDOs per year, excluding the 4 weeks annual leave period. RDOs cannot be accrued other than in accordance with clause 38.3.

39.2. To be eligible for accrual of RDOs the employee must be full-time, engaged for more than three months, receive approval to work a 19 day month by the Manager or his/her delegate, and consent to work a nineteen day month. Manager approval will not be unreasonably denied.

39.3. Where an employee accesses RDOs under this clause they may accrue up to a maximum of 2 RDOs to be used during the Christmas/New Year break.

40. **Work outside the span of hours**

40.1. An employee may be required to be on duty for one evening each week (Monday to Friday) until 8.00pm. For each hour worked between 7.00 pm -8.00 pm the employee will take 1.5 hours’ Time Off in Lieu of Payment (TOIL).

40.2. 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 exclusion.

41. **Overtime**

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

41.2. Overtime shall be computed as follows:

<table>
<thead>
<tr>
<th>Fixed hours of duty</th>
<th>Each day stands alone</th>
<th>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 of prescribed in work cycle will be overtime</td>
<td></td>
</tr>
</tbody>
</table>

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

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

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

41.6. Calculation of overtime pay will not include:
   (a) shift allowances: and
   (b) casual loadings

41.7. Calculation of overtime pay will include:
   (a) higher duties allowance; and
   (b) any other allowances in the nature of salary

41.8. Payment for overtime will not be subject to limitation within a work cycle as detailed in clause 44.2. The rate payable will not exceed the overtime rate payable to the top pay point of PACCT Level 4.
41.9 Overtime rates

41.9.1 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</td>
</tr>
<tr>
<td></td>
<td>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>

41.9.2 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>

41.10 Time off in lieu of overtime

41.10.1 An employee in receipt of a salary not exceeding that prescribed for the top pay point of PACCT Level 6 may, by mutual agreement between the employee and the Institute reached prior to the overtime being worked, take time off in lieu of overtime payment such time off being calculated in the same manner as prescribed in clause 44.1 for payment for overtime worked.

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

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

41.10.4 The amount of time off in lieu to be taken shall be calculated in the same manner prescribed in 41.9.

41.11 Employee recalled to duty

41.11.1 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.

41.11.2 Where more than one overtime attendance is involved 44.11.1 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.

41.12 Rest relief after overtime

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.

41.12.1 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.

41.12.2 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.
42. **48/52 week employment cycle**

42.1. An employee, employed on a time fraction greater than 0.6 may apply to their manager to take eight (8) weeks leave in a year and receive 48 weeks' salary, paid 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. Where the arrangement is approved it will commence at a mutually agreed time.

42.2. Under this arrangement an employee will become a fractional employee at 48/52 of their fractional employment, with all benefits accruing on that basis. For an employee with a 48/52 arrangement, the Institute will reduce superannuation contributions on a pro rata basis subject to clause 16.

42.3. Employees approved for a 48/52 arrangement will retain benefits accrued to the agreed date on which they change to a 48/52 arrangement and would accrue benefits at the new fractional rate from the date of effect of the change. The employee is required to utilise any unused annual leave accrued before changing to the 48/52 annual leave accrual.

42.4. The Institute acknowledges that many employees availing themselves of the 48/52 cycle will request leave coinciding with Government Education Department Gazetted school holidays.

42.5. In taking leave in any one year, the employee will be entitled to take one block of 20 days otherwise the taking of annual leave for employees with a 48/52 arrangement must be in accordance with the Award.

42.6. All 48/52 arrangements must be reviewed on a yearly basis between Managers and individual employees.

42.7. Any leave loading entitlement will be calculated at the 48/52 rate and will apply to 4 weeks of the annual leave only.

42.8. 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.

42.9. An employee who elects to take up the 48/52 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 48/52 rate.
PART G - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

43. Public holidays

43.1. Employees will be entitled to the following holidays without loss of pay:

- 1 January (New Year's Day)
- 26 January (Australia Day)
- Good Friday
- Easter Saturday
- Easter Monday
- 25 April (Anzac Day)
- Queen's birthday holiday
- 25 December (Christmas Day)
- 26 December (Boxing Day) and;
- any other day or part-day in addition to or substitution of the above as declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory (or a region of the State or Territory) as a public holiday.

43.2. Where Christmas Day, Boxing Day, New Year's Day or Australia Day falls on a weekend, a holiday in lieu will be observed on the next following week day which is not a public holiday.

43.3. Where both Christmas Day and Boxing Day fall on a weekend, holidays in lieu will be observed on the following Monday and Tuesday.

43.4. 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.

43.5. 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 46.1. 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.

44. Long service leave

44.1. Entitlement

44.1.1 An employee will be granted long service leave as follows:

44.1.2 This clause shall only apply to employees who have satisfied the requirements for long service leave entitlement in this Agreement.

44.1.3 Long service leave will accrue at the rate of 1.3 weeks for each completed year of service and may be accessed after 7 years continuous and recognised service.

44.1.4 Subject to exceptions in sub-clause 47.1.3, pay in lieu of accrued long service leave will be paid if the employment terminates after 7 years of continuous and recognised service.

44.1.5 Public holidays will not be regarded as part of the leave.
44.2 Notice

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

44.3 Pro rata payments

44.3.1 Where an employee with not less than four completed years of service dies or is terminated on account of:

- retirement;
- ill health; or
- redundancy

The employer will pay to the employee or the employee's personal representative a sum equal to \(\frac{1}{40}\) of the period of service.

44.4 Entitlement eligibility

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

44.4.1 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; or
- TAFE Colleges or Institutes;

Provided that there has not been a break in continuous employment of more than twelve months, Employer has advised of the time period, and completed applications are received by the Institute within 6 months of employment date.

44.4.2 War service in the Australian Armed Forces which ended not more than five years before any other employment which entitled an Employee to long service leave;

44.4.3 Aggregated periods of service for a non-continuous employee with any of the employers listed in 44.4.1

44.4.4 Service where an employee was in receipt of a pension pursuant to s.68(3) of the Superannuation Act 1958 and s83A of the State Superannuation Act 1988 (the successor Act);
44.4.5 Service during which an employee took:
- annual leave;
- paid sick leave;
- paid maternity leave;
- paid adoption leave;
- paid paternity leave; or
- any other leave authorised by the employer as counting toward service;

44.4.6 The period following retrenchment provided that the absence from continuous employment with an employer listed in 47.4.1 was no more than five years; and

44.4.7 The period following resignation which in the opinion of the employer was due to special circumstances, provided that the absence from continuous employment from an employer listed in 47.4.1 was no more than five years.

44.5 Payment

44.5.1 An employee taking long service leave will be entitled to be paid at the rate applicable at the time of taking the leave or receiving payment in lieu of leave.

44.5.2 Salaries paid while on long service leave will be paid fortnightly or as otherwise agreed between the employee and the employer.

44.6 This clause shall only apply to employees who have satisfied this Agreement requirements for LSL entitlement. Except for this clause all other LSL provisions in this Agreement shall apply.

44.7 Long Service leave will accrue at the rate of 1.3 weeks for each completed year of service and may be accessed after 7 years continuous and recognised service.

44.8 Except in accordance with this Agreement, pay in lieu of accrued LSL will be paid if the employment terminates after 7 years of continuous and recognised service.

An employee, who is entitled to any period of long service leave on ordinary pay, may with the consent of the employer, take that entitlement:

(a) As leave for twice that period on half pay, or
(b) Leave for half that period on double pay
45 Personal leave

45.1 Personal Leave

45.1.1 On commencement of service an employee (other than casual employees) shall be entitled to a credit of 36 days of personal leave on full pay (Part-time pro-rata). Upon completion of two years and for each year of service thereafter on the anniversary of commencement a further 18 days full pay is credited. Unused personal leave shall be cumulative (which accrues at a rate of 15 days per annum as per clause 45.2.1). For the purpose of this clause immediate family includes:

(a) A spouse or former spouse
(b) de facto partner or former de facto partner
(c) child
(d) parent
(e) grandparent
(f) grandchild
(g) sibling, or
(h) child, parent, grandparent, grandchild or sibling of the employee’s spouse or de facto partner (or former spouse or de facto partner).

This definition includes step-relations (e.g. step-parents and step-children) as well as adoptive relations.

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

• Personal illness or injury (sick leave); or
• Personal illness or injury of an immediate family or household member who requires the employee’s care or support (carer’s leave); or
• An unexpected emergency affecting an immediate family or household member (carer’s leave); or
• 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);

45.1.3 Absence on public holidays

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

45.2 Sick leave

45.2.1 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.

45.2.2 Taking of leave

An employee will have accrued personal leave credits reduced by the amount of sick leave taken at any one time.
45.2.3 Use of annual leave or leave without pay

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

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

45.2.5 Notice

(a) An employee must give the employer notice of taking the sick leave.
(b) The notice:
   (i) Must be given to the employer as soon as practicable (which may be a time after the leave started); and
   (ii) Must advise the employer of the period, or expected period, of the leave.

45.2.6 Proof of illness

(a) 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.
(b) 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.
(c) An Employee may elect to have any leave in excess of the five days deducted from annual leave, or taken as leave without pay.
(d) 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.

45.2.7 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 law if applicable.

45.3 Carer's leave

45.3.1 Personal leave may be used as carer's leave to provide care or support in the circumstances outlined in clause 45.1.2 (b), (c), or (d).

45.3.2 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 of the intention to take leave (which may be a time after the leave has started), 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.
45.3.3 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.

45.3.4 Unpaid leave

An employee may take unpaid carer’s leave by agreement with the employer. In the absence of agreement, an employee is entitled to 2 days of unpaid carer’s leave for each occasion.

45.3.5 Casual Employees – Caring responsibilities

(a) Casual employees are entitled to be unavailable to attend work or to leave work if they need to care for or support members of their immediate family or household because of a personal illness, or personal injury affecting the member, or who require care or support due to an unexpected emergency, or the birth of a child.

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

(c) The employer will require the casual employee to provide satisfactory evidence to support the taking of this leave.

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

45.4 Compassionate leave

45.4.1 Paid leave entitlement

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

• contracts or develops a personal illness that poses a serious threat to his or her life (compassionate leave); or
• sustains a personal injury that poses a serious threat to his/her life; or
• dies

45.4.2 Such leave does not have to be taken consecutively.

45.4.3 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 on each occasion.
45.4.4 Evidence supporting claim

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

45.4.5 Compassionate leave entitlements for casual employees

Casual employees are entitled to compassionate leave in accordance with clause 45.4 except the leave is unpaid.

45.4.6 No unused portion of any component of Personal Leave will be paid out on termination of employment for any reason.

46. Special leave due to military conflict disabilities

46.1. 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.

46.2. 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.

47. Leave for community service and jury service

47.1. Community Service Leave

47.1.1. Where an employee engages in an eligible community service activity, excluding jury service, he or she is 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.

47.1.2. 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.

47.2. 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.
48. Annual leave

48.1. 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.

48.2. 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 10 Sundays or more</td>
<td>Five weeks</td>
</tr>
<tr>
<td>- Working less than 10 Sundays</td>
<td>Four weeks plus ½ day for each Sunday worked</td>
</tr>
<tr>
<td>All other employees</td>
<td>Four weeks</td>
</tr>
</tbody>
</table>

48.3. When annual leave can be taken

48.3.1. Annual leave will be taken as mutually agreed between the employer and the employee having regard to the operational needs of the Institute.

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

48.3.3. 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:
(a) the services of the employee are required by the employer so that the employee is unable to take recreation leave; or
(b) the employee whose letter of appointment provides that the Employee must take recreation leave at a specific time of the year.

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

48.4. Institute close-down period

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

48.5 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.

48.6 Annual leave loading

48.6.1 The maximum leave loading payable to an employee will not exceed the annual rate of pay for the top sub-division of top pay point of PACCT Level 6.

48.6.2 An employee will be paid the greater of:
(a) The employee's ordinary rate of pay plus a loading of 17 ½% of that rate; or
(b) The employee's projected shift earnings for the period of annual leave, including shift penalties and penalties for Saturday or Sunday and holiday duty.
48.6.3 Annual leave loading will be paid annually on a date set by agreement between the employer and the majority of employees.

48.6.4 The ordinary rate of pay will be the employee's rate of pay at the date the loading is paid.

48.7 Pro rata leave loading

48.7.1 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.

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

49. Parental leave

National Employment Standards and the Paid Parental Leave Act 2010 (Cth)
The entitlements to paid parental leave under this clause are separate, and in addition, to the entitlements (if any) of an employee under the Paid Parental Leave Act 2010

49.1 Application

Full time, part time and Eligible Casual Employees are entitled to parental leave under this clause if:

(a) the leave is associated with:
   (i) the birth of a child of the Employee or the Employee's Spouse; or
   (ii) the placement of a child with the Employee for adoption; and

(b) the Employee has or will have a responsibility for the care of the child.

49.2 Definitions

For the purposes of this clause:

(a) Eligible Casual Employee means a casual Employee:
   (i) employed by the Employer on a regular and systematic basis for a continuing period or sequence of periods of employment during a period of at least twelve months; and

   (ii) who has, but for accessing parental leave under this clause, a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

(b) Continuous Service is work for the Employer on a regular and systematic basis (including any period of authorised leave).

(c) Child means:
   (i) in relation to birth-related leave, a child (or children from a multiple birth) of the Employee or the Employee's Spouse;
   (ii) in relation to adoption-related leave, a child (or children) who will be placed with an Employee, and:
      • who is, or will be, under 16 as at the day of placement, or the expected day of placement;
has not, or will not have, lived continuously with the Employee for a period of 6 months or more as at the day of placement, or the expected day of placement; and
• is not (otherwise than because of the adoption) a child of the Employee or the Employee’s spouse.

(d) Primary Caregiver means the person who is the primary carer of a newborn or newly adopted Child. The primary carer is the person who meets the Child’s physical needs more than anyone else. Only one person can be a Child’s primary carer on a particular day. In most cases the Primary Caregiver will be the birth mother of a newborn or the initial primary carer of a newly adopted child.

(e) Secondary Caregiver means a person who has parental responsibility for the Child but is not the Primary Caregiver.

(f) 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, whether or not legally married to the Employee.

49.3 Summary of Parental Leave Entitlements

Parental leave entitlements in this clause are summarised in the following table

<table>
<thead>
<tr>
<th></th>
<th>Paid leave</th>
<th>Unpaid leave</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Primary Caregiver</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>More than 12 months service</td>
<td>14 weeks</td>
<td>Up to 38 weeks</td>
<td>52 Weeks</td>
</tr>
<tr>
<td>Less than 12 months service</td>
<td>0</td>
<td>Up to 52 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Eligible casual employee</td>
<td>0</td>
<td>Up to 52 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Secondary Caregiver</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>More than 12 months service</td>
<td>1 week</td>
<td>Up to 51 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Less than 12 months service</td>
<td>0</td>
<td>Up to 52 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Eligible casual employee</td>
<td>0</td>
<td>Up to 52 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Pre-natal leave</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pregnant employee</td>
<td>12 hours</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Spouse</td>
<td>12 hours</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Permanent Care Leave</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>More than 12 months service</td>
<td>1 week</td>
<td>Up to 51 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Less than 12 months service</td>
<td>0</td>
<td>Up to 52 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Grandparent Leave</td>
<td>0</td>
<td>Up to 52 weeks</td>
<td></td>
</tr>
</tbody>
</table>

49.4 Parental Leave – Primary Caregiver

49.4.1 An Employee who has, or will have, completed at least twelve months paid Continuous Service and who will be the Primary Caregiver at the time of the birth or adoption of their Child, is entitled to up to 52 weeks parental leave, comprising:

(i) 14 weeks paid parental leave; and

(ii) up to 38 weeks unpaid parental leave.

49.4.2 An Employee who will be the Primary Caregiver but has not completed at least twelve months paid Continuous Service at the time of the birth or adoption of their Child, is entitled to up to 52 weeks unpaid parental leave
49.4.3 An Eligible Casual Employee who will be the Primary Caregiver at the time of the birth or adoption of their Child is entitled to up to 52 weeks unpaid parental leave.

49.4.4 Only one parent can receive Primary Caregiver parental leave entitlements in respect to the birth or adoption of their Child. An Employee cannot receive Primary Caregiver parental leave entitlements:

(i) if their Spouse is, or will be, the Primary Caregiver at the time of the birth or adoption of their Child;
(ii) if their Spouse has received, or will receive, paid maternity leave, primary caregiver entitlements, or a similar entitlement, from their employer; or
(iii) if the Employee has received, or will receive, Secondary Caregiver parental leave entitlements in relation to their Child.

49.4.5 A period of parental leave taken in accordance with this clause must be for a single continuous period.

49.5 Parental Leave – Secondary Caregiver

(a) An Employee who has, or will have, completed at least twelve months paid Continuous Service and who will be the Secondary Caregiver at the time of the birth or adoption of their Child, is entitled to up to 52 weeks parental leave, comprising:

(i) 1 weeks paid parental leave; and
(ii) up to 51 weeks unpaid parental leave.

(b) An Employee who will be the Secondary Caregiver but has not completed at least twelve months paid Continuous Service at the time of the birth or adoption, is entitled to up to 52 weeks unpaid parental leave.

(c) An Eligible Casual Employee who will be the Secondary Caregiver at the time of the birth or adoption of their Child is entitled to up to 52 weeks unpaid parental leave.

(d) Only one parent can receive Secondary Caregiver parental leave entitlements in respect to the birth or adoption of their Child.

(e) An Employee cannot receive Secondary Caregiver parental leave entitlements where the Employee has received Primary Caregiver parental leave entitlements in relation to their Child.

49.6 Pre Natatal Leave

(a) A pregnant Employee will have access to paid leave totalling up to 12 hours per pregnancy to enable the Employee to attend routine medical appointments associated with the pregnancy. The Employer should be flexible enough to allow the Employee the ability to leave work and return on the same day.

(b) An Employee who has a Spouse who is pregnant will have access to paid leave totalling up to 12 hours per pregnancy to enable the Employee to attend routine medical appointments associated with the pregnancy.

(c) The Employee is required to provide a medical certificate from a registered medical practitioner confirming that the Employee or their Spouse is pregnant. Each absence on pre-natal leave must also be covered by a medical certificate.

(d) Paid pre-natal leave is not available to casual Employees.
49.7 Pre-adoption leave

(a) An Employee seeking to adopt a Child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure.

(b) 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.

(c) Where paid leave is available to the Employee, the Employer may require the Employee to take such leave instead.

(d) The Employer may require the Employee to provide satisfactory evidence supporting the leave.

49.8 Permanent Care Leave

If, pursuant to the Children, Youth and Families Act 2005 (Vic) or any successor to that legislation, an Employee (other than a casual Employee), is granted a permanent care order in relation to the custody or guardianship of a child and the Employee is the Primary Caregiver for that child, the Employee will be entitled to 1 week's paid leave at a time to be agreed with the Employer.

49.9 Grandparent Leave

An Employee, who is or will be the Primary Caregiver of a grandchild, is entitled to a period of up to 52 weeks' continuous unpaid grandparent leave in respect of the birth or adoption of the grandchild of the Employee.

49.10 Continuing to work while pregnant

(a) The Employer may require a pregnant Employee to provide a medical certificate stating that the Employee is fit to work their normal duties where the Employee:

   (i) continues to work within a six week period immediately prior to the expected date of birth of the child; or

   (ii) is on paid leave under clause 49.12(b).

(b) The Employer may require the Employee to start parental leave if the Employee:

   (i) does not give the Employer the requested certificate within seven days of the request; or

   (ii) gives the Employer a medical certificate stating that the Employee is unfit to work.

49.11 Personal/Carer's Leave

A pregnant Employee, not then on parental leave, who is suffering from an illness whether related or not to the pregnancy, may take any paid and/or unpaid personal/carer's leave in accordance with clause 48 of this Agreement.

49.12 Transfer to a Safe Job

(a) Where an Employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee make it inadvisable for the Employee to continue at their present work, the Employee will be transferred to a safe job with no other change to the Employee's terms and conditions of employment until the commencement of parental leave.
(b) If there is no safe job available, the employee is entitled to take paid no safe job leave, or the Employer may require the Employee to take no safe job paid leave immediately for a period which ends at the earliest of either:

(i) 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

(ii) 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.

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

49.13 Special Parental Leave

Where the pregnancy of an Employee not then on parental leave terminates other than by the birth of a living child, the Employee may take leave for such periods as a registered medical practitioner certifies as necessary, as follows:

(a) where the pregnancy terminates during the first 20 weeks, during the certified period/s the Employee is entitled to access any paid and/or unpaid personal/carer’s leave entitlements in accordance with clause 45;

(b) where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the Employee is entitled to paid special maternity leave not exceeding the amount of paid parental leave available under clause 49.3 and thereafter, to unpaid special maternity leave.

49.14 Notice and evidence requirements

(a) An Employee must give at least 10 weeks written notice of the intention to take parental leave, including the proposed start and end dates. At this time, the Employee must also provide a statutory declaration stating:

(i) that the Employee will become either the Primary Caregiver or Secondary Caregiver of the Child, as appropriate;

(ii) the particulars of any parental leave taken or proposed to be taken or applied for by the Employee’s Spouse; and

(iii) that for the period of parental leave the Employee will not engage in any conduct inconsistent with their contract of employment.

(b) At least four weeks before the intended commencement of parental leave, the Employee must confirm in writing the intended start and end dates of the parental leave, or advise the Employer of any changes to the notice provided in clause 49.14(a), unless it is not practicable to do so.

(c) The Employer may require the Employee to provide evidence which would satisfy a reasonable person of:

(i) in the case of birth-related leave, the date of birth of the Child (including without limitation, a medical certificate stating the date of birth or expected date of birth); or

(ii) in the case of adoption-related leave, the commencement of the placement (or expected day of placement) of the Child and that the Child will be under 16 years of age as at the day of placement or expected day of placement.
(d) An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the expected date or in other compelling circumstances. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.

49.15 Commencement of parental leave

(a) An Employee who is pregnant may commence Primary Caregiver parental leave at any time within 14 weeks prior to the expected date of birth of the Child. The period of parental leave must commence no later than the date of birth of the Child.

(b) In all other cases, Primary Caregiver parental leave commences on the day of birth or placement of the Child.

(c) Secondary caregiver parental leave may commence on the day of birth or placement of the Child.

(d) The Employer and Employee may agree to alternative arrangements regarding the commencement of parental leave.

(e) Unless otherwise agreed, any entitlement to paid parental leave will be paid from the date of commencement of parental leave.

49.16 Single period of parental leave

Parental leave is to be available to only one parent at a time, in a single unbroken period, except in the case of concurrent leave.

49.17 Employee Couple – Concurrent Leave

(a) Two Employees covered by this Agreement may take up to eight weeks concurrent leave in connection with the birth or adoption of their Child.

(b) Concurrent leave may commence one week prior to the expected date of birth of the Child or the time of placement in the case of adoption.

(c) Concurrent leave can be taken in separate periods, but each block of concurrent leave must not be less than 2 weeks, unless the Employer otherwise agrees.

49.18 Parental Leave and Other Entitlements

(a) An Employee may in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 49.20(b).

(b) 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.

(c) Unpaid parental leave under clauses 49.4, 49.5, 49.20 and 49.22 shall not break an Employee’s continuity of employment but it will not count as service for leave accrual or other purposes.
49.19 Keeping in touch days
(a) During a period of parental leave an Employer and Employee may agree to perform work for the purpose of keeping in touch in order to facilitate a return to employment at the end of the period of leave.
(b) Keeping in touch days must be agreed and be in accordance with section 79A of the Fair Work Act 2009.

40.20 Extending parental leave
(a) Extending the initial period of parental leave
(i) An Employee who is on an initial period of parental leave of less than 52 weeks under clause 49.4 or 49.5 may extend the period of their parental leave on one occasion up to the full 52 week entitlement.
(ii) The Employee must notify the Employer in writing at least four weeks prior to the end date of their initial parental leave period. The notice must specify the new end date of the parental leave.
(b) Right to request an extension to parental leave
(i) An Employee who is on parental leave under clause 49.4 or 49.5 may request an extension of unpaid parental leave for a further period of up to 12 months immediately following the end of the current parental leave period.
(ii) In the case of an Employee who is a member of an employee couple, the period of the extension cannot exceed 12 months, less any period of parental leave that the other member of the Employee couple will have taken in relation to the Child.
(iii) The Employee’s request must be in writing and given to the Employer at least 4 weeks before the end of the current parental leave period. The request must specify any parental leave that the Employee’s spouse will have taken.
(iv) The Employer shall consider the request having regard to the Employee’s circumstances and, provided the request is based on the Employee’s parental responsibilities, may only refuse the request on reasonable business grounds.
(v) The Employer must not refuse the request unless the Employer has given the Employee a reasonable opportunity to discuss the request.
(vi) The Employer must give a written response to the request as soon as practicable, and no later than 21 days after the request is made. The response must include the details of the reasons for any refusal.
(c) Total period of parental leave
(i) The total period of parental leave, including any extensions, must not extend beyond 24 months.
(ii) In the case of an employee Couple, the total period of parental leave for both parents combined, including any extensions, must not extend beyond 24 months. The Employee’s entitlement to parental leave under clause 49.4 or 49.5 will reduce by the period of any extension taken by a member of the couple under clause 49.20.
49.21 Calculation of pay for the purposes of parental leave

a) The calculation of weekly pay for paid parental leave purposes will be based on the average number of ordinary hours worked by the Employee over the past three years. The calculation will exclude periods of unpaid parental leave.

b) The average number of weekly hours worked by the Employee, determined in accordance with clause 49.21(a) above, will be then applied to the annual salary applicable to the Employee’s classification and salary point at the time of taking parental leave to determine the actual rate of pay whilst on parental leave.

c) Despite 49.21(a), an Employee who reduces the time fraction they work to better cope during pregnancy will not have their subsequent paid parental leave reduced accordingly.

d) Half Pay

The Employee may elect to take any paid parental leave entitlement at half pay for a period equal to twice the period to which the Employee would otherwise be entitled.

49.22 Commonwealth Paid Parental Leave

Paid parental leave entitlements outlined in this clause are in addition to any payments which may be available under the Commonwealth Paid Parental Leave Scheme.

49.23 Returning to Work

(a) Returning to work early

(i) During the period of parental 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.

(ii) In the case of adoption, where the placement of an eligible child with an Employee does not proceed or continue, the Employee will notify the Employer immediately and the Employer will nominate a time not exceeding four weeks from receipt of notification for the Employee’s return to work.

(b) Returning to work at conclusion of leave

(i) At least four weeks prior to the expiration of parental leave; the Employee will notify the Employer of their return to work after a period of parental leave.

(ii) Subject to 49.23(b) (iii), 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 clause 49.12 above, the Employee will be entitled to return to the position they held immediately before such transfer.

(iii) 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.

(c) Returning to work at a reduced time fraction

(i) To assist an Employee in reconciling work and parental responsibilities, an Employee may request to return to work at a reduced time-fraction until their Child reaches school age, after which the Employee will resume their substantive time-fraction.
(ii) Where an Employee wishes to make a request under 49.23(c)(i), such a request 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.

49.24 Consultation and Communication during Parental Leave

(a) Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:

(i) 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

(ii) 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.

(b) 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.

(c) 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 clause 49.24(a).

49.25 Extended Family Leave

(a) An Employee who is the Primary Caregiver and has exhausted all parental leave entitlements may apply for unpaid Extended Family Leave as a continuous extension to their parental leave taken in accordance with this clause. The total amount of leave, inclusive of parental leave taken in accordance with this clause cannot exceed seven years.

(b) The Employee must make an application for Extended Family Leave each year.

(c) An Employee will not be entitled to paid parental leave whilst on Extended Family leave.

(d) Upon return to work the Employer may reallocate the Employee to other duties.

49.26 Replacement Employees

(a) A replacement Employee is an Employee specifically engaged or temporarily acting on higher duties or transferred, as a result of an Employee proceeding on parental leave.

(b) 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.

(c) It is agreed that the limitation in clause 21 of this Agreement on the use of fixed term employment to replace the Employee does not apply in this case.
49.27 Casual Employees

The Employer must not fail to re-engage a casual Employee because the Employee has accessed parental leave in accordance with this clause. The rights of the Employer in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

50. Paid education leave for employee representatives

50.1. The Institute may grant an employee representative 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.

50.2. Paid leave of absence in excess of five days and up to a maximum of ten days may be granted in any one year except that the total leave granted in that year and the subsequent year shall not exceed ten days in total.

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

(a) By or with the support of the National Tertiary Education Union;

(b) By or under the auspices of an association of trade unions, the scope, content and level of which course contributes to a better understanding of industrial relations;

50.4. 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.

50.5. Leave granted under this section:

(a) Shall be on full pay which shall include payments which are deemed to be part of pay for all purposes but shall not include shift penalty and overtime payments;

(b) May include any necessary travelling time in normal working hours immediately before or after the education courses; and

(c) Shall count as service for all purposes

51. Sabbatical Leave

51.1. On application, the Employer may grant an Employee other than a casual or fixed-term employee sabbatical leave of one year every 5 years on 80% salary subject to the Employee agreeing to have her or his annual salary reduced by 20% for the relevant work period preceding the leave and the Employee entering an agreement with the Employer covering the terms and conditions of the sabbatical leave.

51.2. Unless otherwise agreed the leave shall be taken immediately following the completion of the relevant work period during which the salary was reduced.

51.3. Sabbatical Leave shall count as service for all purposes.
52. Family Violence Leave

52.1. General Principle

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

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

52.2. 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).

52.3. Eligibility

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

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

52.4. Evidence and Confidentiality

52.4.1 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.

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

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

52.5 Contact and Notification

52.5.1 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.

52.5.2 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.

52.5.3 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 52.6 and clause 52.7
52.5.4 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.

52.6 Leave

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

52.6.2 An employee who supports a person experiencing family violence may utilise their personal/carer’s leave entitlement to accompany them to court, to hospital, or to care for children. The employer may require evidence consistent with clause 52.4.1 from an employee seeking to utilise their personal/carer’s leave entitlement.

52.7 Individual Support

52.7.1 In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the employer will approve any reasonable request from an employee experiencing family violence for:

(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.

52.7.2 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.

52.7.3 An employee experiencing family violence will be offered access to internal employee support resources with access to professionals trained specifically in family violence. An external employee Assistance Provider (EAP) may be accessed if internal resources are not appropriate. Approval for the use of an external provider must be obtained from Human Resources.

52.7.4 An employee that discloses that they are experiencing family violence will be given information regarding current support services.
53. Cultural and Ceremonial leave

53.1 NAIDOC Week Leave

53.1.1 An Employee of Aboriginal or Torres Strait Islander descent is entitled to one day of paid leave per year to participate in National Aboriginal and Islander Day Observance Committee (NAIDOC) week activities and events.

53.1.2 NAIDOC week leave will not accrue from year to year and will not be paid out on termination of the employment of the Employee.

53.2 Leave to attend Aboriginal community meetings

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

53.3 Leave to attend Annual General Meetings of Aboriginal community organisations

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

53.4 Ceremonial leave

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

(i) connected with the death of a member of the immediate family or extended family (provided that no Employee shall have an existing entitlement reduced as a result of this clause); or

(ii) for other ceremonial obligations under Aboriginal and Torres Strait Islander lore.

53.4.2 Where ceremonial leave is taken for the purposes outlined in clause 53.4.1 (i), up to three days in each year of employment will be with pay. Paid ceremonial leave will not accrue from year to year and will not be paid out on termination of the employment of the Employee.

53.4.3 Ceremonial leave granted under this clause 53 is in addition to compassionate leave granted under clause 45.4.

54 Improved Industrial Relations

The parties to this Agreement recognise that the purpose of clause 18 – Agreement Implementation Support and clause 50- Paid Education Leave for Employee Representatives, is to benefit the Institute’s employees by facilitating the provision of effective and accessible industrial representation and have been approved by, and reflect the will of, the majority of employees of the Institute who have voted to approve the Agreement.
# Schedule A

## Annual Salary Increase & Incremental Scale - Full Time

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<td>$89,356</td>
<td>$92,037</td>
<td>$94,798</td>
<td>$97,642</td>
<td>$100,571</td>
</tr>
<tr>
<td>PACCT 8.2</td>
<td>$92,017</td>
<td>$94,778</td>
<td>$97,621</td>
<td>$100,549</td>
<td>$103,666</td>
</tr>
<tr>
<td>PACCT 8.3</td>
<td>$94,678</td>
<td>$97,518</td>
<td>$100,444</td>
<td>$103,457</td>
<td>$106,561</td>
</tr>
<tr>
<td>PACCT 8.4</td>
<td>$97,339</td>
<td>$100,259</td>
<td>$103,267</td>
<td>$106,365</td>
<td>$109,556</td>
</tr>
</tbody>
</table>
Junior Rates
A junior employee will be paid a minimum annual salary according to age, based on the following percentage rates of PACCT Level 1.1:

<table>
<thead>
<tr>
<th>Age</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 17 years of age</td>
<td>70%</td>
</tr>
<tr>
<td>At 17 years</td>
<td>75%</td>
</tr>
<tr>
<td>At 18 years</td>
<td>80%</td>
</tr>
<tr>
<td>At 19 years</td>
<td>85%</td>
</tr>
<tr>
<td>At 20 years</td>
<td>95%</td>
</tr>
</tbody>
</table>
Schedule B

(i) **Classification descriptors**

In this Schedule 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.

Judgment 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 Schedule 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 is 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 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.

**Classification descriptors**

- **TAFE PACCT Worker Level 1**

  Education, training & experience

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

  Work tasks at this level could be completed after a brief period of 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 judgment, 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.

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.

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.
TAKE 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 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.
Signed for and on behalf of Bendigo Kangan Institute:

Full name: Trevor Schwenke
Title: Chief Executive Officer
Address: Private Bag 299, Somerton, VIC 3062
Signature: [Signature]

In the presence of:

Full name: Renee Veal
Signature: [Signature]

9 November 2018
IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2018/6310

Applicant: Bendigo Kangan TAFE

14 February, 2019

Section 185 – Application for approval of a single enterprise agreement

Undertaking - Section 190

I, Rowena Beale, Chief Capability Officer for Bendigo Kangan TAFE give the following undertakings with respect to the Bendigo Kangan Institute PACCT Staff Enterprise Agreement 2018 ("the Agreement"):

1. I have the authority given to me by Bendigo Kangan Institute to provide this undertaking in relation to the application before the Fair Work Commission.

2. BKI undertakes to ensure that notwithstanding Appendix 1 of the Agreement, it undertakes to pay all staff the appropriate salary no less than provided for the General Staff under the Educational Services (Post-Secondary Education) Award 2010.

3. Juniors Rates: BKI 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, no less than provided for the General Staff under the Educational Services (Post-Secondary Education) Award 2010.

4. Clause 38 Shift Work: Notwithstanding this Clause, BKI undertakes to pay shift penalties to all employees covered by this Agreement in accordance with the provisions provided for in the General Staff under the Educational Services (Post-Secondary Education) Award 2010.

5. Clause 38 Shift Work: Notwithstanding this Clause, BKI undertakes to pay shift penalties to all employees covered by this Agreement at the hourly rate of their classification in accordance with the classification structure of this Agreement.

6. Notwithstanding Clauses 19 and 23, part-time employees of BKI will be engaged for periods of no less than a two hour minimum in accordance with the Educational Services (Post-Secondary Education) Award 2010.

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