DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Wodonga Institute of TAFE T/A Wodonga TAFE
(AG2018/6068)

WODONGA INSTITUTE OF TAFE PACCT STAFF ENTERPRISE AGREEMENT 2018

Educational services

COMMISSIONER CIRKOVIC MELBOURNE, 15 MARCH 2019

Application for approval of the Wodonga Institute of TAFE PACCT Staff Enterprise Agreement 2018.

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

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, 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. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[4] 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) I note that the Agreement covers the organisation.
The Agreement was approved on 15 March 2019 and, in accordance with s.54, will operate from 22 March 2019. The nominal expiry date of the Agreement is 2 July 2022.

COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE502304 PR705852>
Dear Commissioner Cirkovic,

Re: [AG2018/6068] - Wodonga Institute of TAFE PACCT Staff Enterprise Agreement 2018
Written undertakings under section 190 of the Fair Work Act 2009

A. Wodonga Institute of TAFE (Employer) has applied to the Fair Work Commission (FWC) Australia pursuant to s.185 of the Fair Work Act 2009 (Act) for approval of an enterprise agreement to be known as the Wodonga Institute of TAFE PACCT Staff Enterprise Agreement 2018.

B. FWC has concerns that not all of the requirements in s186 and s187 of the Act have been met in relation to the Agreement, but has indicated it will accept the following undertakings pursuant to s.190 of the Act as meeting its concerns so the Agreement may be approved.

C. The effect of this undertaking will not cause financial detriment to any employee covered by the Agreement or result in substantial changes to the Agreement.

Pursuant to s.190 of the Act, the Employer hereby undertakes to FWC that:

1. Clause 23 of the Agreement, Allowances, employees classified at Level 1.3 who are eligible for First Aid and/or Laundry Allowances will be paid the allowance as per Clause 15 of the Educational Services (Post-Secondary Education) Award 2010 on a fortnightly basis as per Clause 25.1 of the Wodonga Institute of TAFE PACCT Staff Enterprise Agreement 2018.

2. The employer undertakes to pay employees who are entitled to Vehicle Travel time and fares, Transport of employees (shift workers) and/or Living away from home allowances, the relevant amount as per Clause 15 of the Educational Services (Post-Secondary Education) Award 2010.

Signed for and on behalf of WODONGA INSTITUTE OF TAFE by its duly authorised representative:

[Signature]

Full Name (Please print): Carolyn Davis

Title: Executive Director People and Capability

Address: 87 McKay Street Wodonga

Date: 12/3/19
Wodonga Institute of TAFE
PACCT Staff Enterprise Agreement
2018
1. TITLE

This Agreement shall be known as the Wodonga Institute of TAFE PACCT Staff Enterprise Agreement 2018.

PART A - APPLICATION AND OPERATION OF AGREEMENT

2. DEFINITIONS

For the purposes of this Agreement:

- **Act** means the *Fair Work Act 2009* (Cth) as amended from time to time.
- **Agreement** means this Agreement.
- **Award** means the Educational Services (Post-Secondary Education) Award 2010.
- **Casual employee** means an employee who is engaged and paid by the hour.
- **CEO** means Chief Executive Officer of the Wodonga Institute of TAFE.
- **Employee** means a person who is classified as PACCT.
- **Employer** means the Wodonga Institute of TAFE.
- **Executive Officers** means employees who are employed under Government Sector Executive Remuneration Panel (GSERP) contracts.
- **Fixed-term employee** means a person who is employed either full-time or part-time pursuant to a written contract which specifies the date the employee is to commence work and the date on which employment will terminate.
- **Full-time employee** means an employee who is employed to work the ordinary hours of duty prescribed by this Agreement.
- **FWC** means Fair Work Commission.
- **NES** means the National Employment Standards as contained in sections 59 to 131 of the *Fair Work Act 2009* (Cth).
- **Ordinary rate per hour** means the hourly rate payable to an employee by applying the formula: Annual Salary/26.0893/76.
- **Overtime** means time authorised to be worked by an employee in excess of or outside of the ordinary hours of duty.
- **PACCT** means Professional, Administrative, Clerical, Computing and Technical.
- **'Partner' (Spouse):** where present throughout this Agreement, 'spouse' will be read as 'partner' and defined as a person who is a member of a couple, living together in a married or defacto relationship, without discrimination as to gender and includes a former partner of the employee.
- **Part-time employee** means an employee other than a casual employee who is employed to work for less than the ordinary hours of work prescribed by this Agreement.
- **Public holiday** means any or all of the holidays specified in clause 31 Public Holidays of this Agreement.
- **Regulations** means the *Fair Work Regulations 2009* as amended from time to time.
- **Union** means the National Tertiary Education Union.
3. **DATE AND PERIOD OF OPERATION**

This Agreement shall come into effect on the date which is seven days after the date this Agreement has been approved by FWC and will remain in force until its nominal expiry date on 2 July 2022.

4. **REVIEW OF THIS AGREEMENT**

Discussions in respect of any new Agreement will commence no later than six months prior to the nominal expiry date of this Agreement.

5. **SCOPE AND APPLICATION**

This Agreement covers and applies to:

(a) The Employer;

(b) Employees, other than those classified as Executive Officers.

6. **RELATIONSHIP TO OTHER AGREEMENTS**

This Agreement constitutes a comprehensive agreement and operates to the exclusion of and wholly replaces any existing enterprise agreements, which may otherwise, but for this clause, apply to those staff whose employment falls within the scope of this Agreement.

7. **NO EXTRA CLAIMS COMMITMENT**

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

8. **POSTING OF THIS AGREEMENT**

The Employer shall make this Agreement available on the intranet including 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 employee and the Employer may agree to make an individual flexibility arrangement pursuant to this clause to vary the effect of terms of this Agreement if:

(a) the arrangement deals with

   (i) purchased leave arrangements;

   (ii) when and where work is performed;

   (iii) one-off change to rostered days of work for a set period of time during Monday to Friday;

(b) the arrangement meets the genuine needs of the employee and Employer in relation to the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the employee and Employer.

9.2. An employee may nominate a representative to assist in negotiations for an individual flexibility
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 years of age, 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 Agreement that will be varied by the arrangement and 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 Fair Work Act 2009 if the arrangement were an enterprise agreement;

(b) does not include any term that would be an unlawful term under section 194 of the Fair Work Act 2009 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.

PART B - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

10. WORKPLACE CONSULTATIVE COMMITTEE (WCC)

10.1. The parties recognise the importance of significant consultation during the period of the Agreement on matters involving the implementation of the Agreement. Such consultation will occur through the Workplace Consultative Committee (WCC). The WCC will meet as required.

10.2. The WCC will comprise of two Employer representatives and two local NTEU representatives. It is recognised that, from time to time, additional representation on behalf of the Employer, the employees or the Union may be involved. This includes officials of the Union.

11. CONSULTATION

11.1. Where the Employer proposes to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the Employer shall notify the employees who may be affected by the proposed changes (the relevant employees) and the Union.

11.2. The relevant employees may appoint a representative for the purposes of the procedures in this term.
11.3. 'Significant effects' shall include major changes in the composition, operation or size of the Employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs, provided that where the Agreement makes provision for the alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

11.4. Duty to Discuss Change

11.4.1. The Employer shall discuss with the employees affected, the employee's representative and the Union the proposal to introduce changes referred to in sub-clause 11.1 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 employees' representative and the Union in relation to the changes.

11.4.2. The discussions shall commence as early as practicable and prior to a final decision being made by the Employer to make the changes referred to in sub-clause 11.1 above.

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

11.4.4. The Employer shall have regard to matters raised in discussions with affected employees, the employee's representative and the Union but the Employer shall retain the right to decide on the introduction of the changes.

12. DISPUTE RESOLUTION PROCEDURE

12.1 Unless otherwise provided for in this Agreement, a dispute about a matter arising under this Agreement or the NES, other than termination of employment, must be dealt with in accordance with this clause. This includes a dispute about whether an Employer had reasonable grounds to refuse a request for flexible working conditions under clause 40.23(c) or an application to extend unpaid parental leave under clause 40.20 and 40.25.

12.2 This clause does not apply to any dispute on a matter or matters arising in the course of bargaining in relation to a proposed enterprise agreement.

12.3 The Employer or an employee covered by this Agreement may choose to be represented at any stage by a representative, including an Employer or employee organisation.

12.4 A dispute may be notified under this clause by an employee, the Union or the Employer.

12.5 Obligations

12.5.1 The parties to the dispute, and their representatives, must genuinely attempt to resolve the dispute through the processes set out in this clause and must cooperate to ensure that these processes are carried out expeditiously.

12.5.2 While a dispute is being dealt with in accordance with this clause, work must continue according to usual practice, provided that this does not apply to an employee who has a reasonable concern about a risk to his or her health or safety, has advised the Employer of this concern, and has not unreasonably failed to comply with a direction by the Employer to perform other available work that is safe and appropriate for the employee to perform.
12.5.3 No person covered by the Agreement will be prejudiced as to the final settlement of the dispute by the continuance of work in accordance with this clause.

12.6 **Agreement and dispute settlement facilitation**

12.6.2 For the purposes of compliance with this Agreement (including compliance with this dispute settlement procedure) where the chosen employee representative is another employee of the Employer, he/she must be given appropriate release from work duties to enable him/her to represent employees concerning matters pertaining to the employment relationship including but not limited to:

(i) investigating the circumstances of a dispute or an alleged breach of this Agreement or the NES;

(ii) endeavouring to resolve a dispute arising out of the operation of this Agreement or the NES;

or

(iii) participating in unresolved dispute processes outlined under 12.9 or any other agreed alternative dispute resolution process.

12.6.3 The release from normal duties referred to in this clause is subject to the proviso that it does not unduly affect the operations of the Employer.

12.7 **Discussion of dispute**

12.7.1 The dispute must first be discussed by the aggrieved employee(s) with the immediate supervisor of the employee(s).

12.7.2 If the matter is not settled, the employee(s) can require that the matter be discussed with another representative of the Employer appointed for the purposes of this procedure.

12.8 **Internal process**

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

(a) The rules of natural justice;

(b) Appropriate mediation or conciliation of the dispute is provided;

(c) Provide that the Employers will take into consideration any views on who should conduct the review; and

(d) Be conducted as quickly, and with as little formality, as a proper consideration of the matter allows.

12.8.2 The internal dispute resolution process is to be completed within fifteen (15) working days from the date the dispute is referred under sub clause 12.8.1.

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

12.9 **Disputes of a Collective Character**

12.9.1 The parties covered by the Agreement acknowledge that disputes of a collective character concerning more than one employee may be dealt with more expeditiously by an early reference to FWC.
12.9.2 No dispute of a collective character may be referred to FWC directly unless there has been a genuine attempt to resolve the dispute at the workplace level prior to it being referred to FWC.

12.10 Unresolved Disputes

12.9.3 If the dispute is unable to be resolved at the workplace, and the steps set out in sub-clauses 12.1 to 12.8 have been taken (provided that sub-clause 12.8 only applies if the dispute is referred to an internal process), the dispute may be referred to the FWC for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration.

12.9.4 The decision of the FWC will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.

PART C - EMPLOYER AND EMPLOYEES’ DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS

13. TYPES OF EMPLOYMENT

13.1 General

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

13.1.2 An employee may apply to their Employer for a temporary adjustment of their position time fraction. The Employer may agree to a temporary adjustment of the time fraction applying to the position for a specified period of time having regard to the employee’s reasons and the operational requirements of the Employer. Reversion to the prior time fraction shall occur at the conclusion of the temporary adjustment unless otherwise agreed between the employee and the Employer.

13.2 Full-time employee

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

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

(a) the date on which the employment is to commence;
(b) the classification of the employee;
(c) the wage rate of the employee;
(d) the terms and conditions of employment applicable to the employee.

13.3 Part-time employee

13.3.1 A part-time employee will be entitled to all the provisions of this Agreement but calculated where appropriate on a pro rata basis in accordance with the proportion of ordinary hours worked by the employee.

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

(a) date on which the employment is to commence;
(b) classification of the employee;
(c) wage rate of the employee;
(d) hours of duty and time of attendance of the employee;
(e) terms and conditions of employment applicable to the employee.

13.4 Casual employees

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

13.4.2. A casual employee will be paid for a minimum of three hours for each attendance, whether or not the time for which the person is hired is less than three hours.

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

13.4.4. On engagement, a casual employee will be given by the Employer written advice of:

   (a) the classification of the employee;
   (b) the wage rate of the employee;
   (c) the terms and conditions of employment applicable to the employee.

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

13.4.6. For the purpose of clause 13.4.5, a short period of time means up to 12 weeks.

13.5 Fixed-term contract employee

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

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

13.5.3. A fixed-term contract employee employed part-time will be entitled to all the provisions of this Agreement but calculated where appropriate on a pro rata basis in accordance with the proportion of ordinary hours worked by the employee.

13.5.4. The use of fixed term contracts will not be used for the purpose of undermining the job security of permanent employees. Therefore, the Employer will engage fixed term employees for the purposes of:

   (a) replacing an employee on authorised leave;
   (b) replacing an employee on a temporary assignment or secondment;
   (c) undertaking a specified task which has been funded for a specified period; or
   (d) temporarily filling a vacancy whilst a suitable employee is sourced provided that the temporary filling vacancy does not exceed four (4) months.

13.5.5. On engagement, a fixed-term contract employee will be given by the Employer written advice of:

   (a) the date on which the employment is to commence;
   (b) the date on which the employment is to terminate;
   (c) the classification of the employee;
   (d) the wage rate of the employee;
   (e) the terms and conditions of employment applicable to the employee.
13.5.6. Where a fixed-term contract employee is immediately, after or during the course of the term of employment, employed by the Employer on a permanent basis the employee's period of contract service will count in full for all purposes including the calculation of leave entitlements.

13.5.7. Where an employee, other than a casual, has two or more years of continuous fixed-term service and 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 on an ongoing basis, the employee may apply to have their mode of employment converted to ongoing employment.

14. **NOTICE OF TERMINATION**

14.1. A permanent or fixed-term contract employee employed at or above the 'bottom pay point of PACCT Level 7' will provide the Employer with four weeks' notice in writing of an intention to terminate their employment. All other permanent or fixed-term contract employees will be required to give two weeks' notice of an intention to terminate their employment.

14.2. The notice period may be varied by agreement between the employee and the Employer.

14.3. 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.

14.4. Where an Employer gives notice of termination, it will be in accordance with the period of notice specified in the table below.

<table>
<thead>
<tr>
<th>Period of continuous service</th>
<th>Period of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 year or less</td>
<td>1 week</td>
</tr>
<tr>
<td>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>

14.5. In addition to the notice in 14.4 hereof, employees over 45 years of age at the time of the giving of the notice with not less than two years continuous service, will be entitled to an additional week's notice.

15. **REDEPLOYMENT**

15.1. In situations where position/s become surplus to requirements, redeployment will be the preferred option and employees will be given the opportunity to be redeployed to another position within the organisation. Employees have the opportunity of refocusing their career or taking on more challenging and fulfilling job roles.

15.2. Excluded from this provision are casual employees, fixed-term contract employees, executive officers and employees in the qualifying period.

15.3. In the event of decisions likely to result in the redeployment of any employee, or group of employees within the workplace, processes are followed which are fair, reasonable and equitable and wherever possible, do not disadvantage any person with regard to benefit entitlements or future employment opportunities.

15.4. Any suitable alternative positions offered by the Employer will be of a similar time fraction, and, where possible, positions will be offered at similar remuneration, and be commensurate with the
skill, qualifications and experience of the employee. If necessary, the employee will be offered reasonable retraining opportunities, sufficient to enable the employee to carry out the primary functions of the new role.

15.5. The redeployment process will be finalised within 12 weeks following notification to the employee that their position is deemed to be surplus to requirements.

15.6. In situations where an employee is redeployed to a lower-level position, the employee will be maintained on the pre-redeployment classification until the salary of the redeployed position reaches the salary of the pre-redeployed classification.

15.7. Employees who are redeployed will retain all leave and other accrued benefits pertaining to their former position.

15.8. It is recognised that in some instances employees may be required to involuntarily relocate to a new work location. In such an event, the affected employee may have access to compensation in line with the Employer's relocation policy. Changes to this policy are to go through the WCC.

16. DISCIPLINE

16.1. Notwithstanding the principles of natural justice, the Employer shall ensure that a disciplinary process is undertaken in an expeditious, fair and equitable manner at all times, in accordance with the Employer's Staff Discipline Procedure.

16.2. The following conditions may lead to disciplinary action, but does not limit the Employer's right to dismiss an employee whose misconduct is so grave as to warrant summary dismissal:

16.2.1. Inefficiency in the performance of the specified duties of the position held;

16.2.2. Misbehaviour, the commission of which constitutes an impediment to the carrying out of the employee's work or work of colleagues or which is detrimental to students;

16.2.3. Action which is prejudicial to the health and safety of self, other staff and students; or

16.2.4. Breach of the Employer's Codes of Conduct or Practice, policies and regulations, or breach of published procedures.

16.3. Changes to the Staff Discipline Procedure are to go through the WCC.

PART D - SALARY, ALLOWANCES AND RELATED MATTERS

17. QUANTUM AND TIMING OF PAY INCREASES

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

- 3% effective from 6 July 2018
- 3% effective from 6 July 2019
- 3% effective from 6 July 2020
- 2.75% effective from 6 July 2021.
18. **ACCIDENT MAKE-UP PAY**

18.1. **Entitlement**

An Employer will pay or cause to be paid accident make-up pay during incapacity of an employee who is in receipt of weekly compensation as defined by the Accident Compensation Act 1985 or the Workplace Injury Rehabilitation and Compensation Act 2013 or the relevant State or Territory legislation as amended from time to time or its successor:

- 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.

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

18.3. **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.

19. **SUPERANNUATION**

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

20. **SALARY INCREMENTAL PROGRESSION**

20.1. Upon the employee’s anniversary date, a meeting shall be convened between the employee and his/her supervisor to address the following:

(i) The employee’s performance over the preceding 12 months.

(ii) Clarity of position/departmental/organisational requirements.

(iii) To provide feedback on recent and future performance based on established competencies.

(iv) The identification of professional development needs and action plans.

(v) Identification of annual goals and objectives.

(vi) The updating of position descriptions as required.

20.2. Following the annual assessment, the supervisor will either recommend or not recommend the payment of the increment where available and where appropriate. Progression through the pay points in each Level is accessible following the completion of twelve months on a pay point, subject to satisfactory assessment of the employee’s experience, acquisition and utilisation of additional skills, and knowledge resulting in a net addition to work value.
20.3. The salary incremental progression review shall not be used as a form of disciplinary action.

20.4. An employee aggrieved by the recommendation of the supervisor may access the dispute mechanisms of this Agreement.

21. **SALARY PACKAGING**

21.1. Employees, other than fixed-term employees of less than 12 months and casual employees, covered by this Agreement shall be entitled to participate in the Employer’s Salary Packaging (salary sacrifice) arrangements subject to the following.

21.2. That there is no additional cost to the Employer as a result of an employee undertaking a salary packaging arrangement.

21.3. The maximum amount of salary that may be packaged is 100% of the employee’s gross salary.

21.4. Salary packaging shall be available on such items as outlined in the Employer’s policy. Other items will be considered on application to the CEO provided that the item(s) being considered are within legislative requirements. The CEO’s decision will be final.

21.5. An employee will be encouraged to seek independent financial advice, at the employee’s expense, before entering into a salary packaging arrangement.

21.6. All costs, fees and charges (including Fringe Benefit Tax) associated with the salary packaging arrangement will be the responsibility of the employee, apart from normal Employer processing costs.

21.7. Where legislative or other changes affect the salary packaging arrangements entered into, the employee will have the option of ceasing or modifying the arrangement.

21.8. The Employer shall be entitled to recover any payments of salary and/or benefits that have been paid in advance.

21.9. An employee who enters into a salary packaging arrangement shall be entitled to vary or cease the arrangement annually providing that one (1) month's notice of the intended changes is provided in writing to the Employer and provided that the Employer does not incur a loss as a result of the variation or cessation.

21.10. The Employer shall maintain the option of salary packaging as long as it remains lawful.

21.11. Any salary packaging arrangements being considered must be approved by the Employer before being entered into.

21.12. Notwithstanding anything contained within this clause, the employee’s salary and wage as defined in Appendix 1 of this Agreement will be used in determining the following:

(a) termination payments, including superannuation, annual leave and long service leave entitlements;

(b) calculation of redundancy benefits; and

(c) calculation of early retirement benefits.
22. SUPPORTED WAGE

The conditions which apply to employees who, because of a disability, are eligible for a supported wage are set out in Appendix 3.

23. ALLOWANCES

23.1. An employee required to work approved overtime for more than one and a half hours after the employee's ordinary time of ending work or who works approved overtime of more than five hours on a Saturday or Sunday, will be paid a meal allowance of $15.45 or supplied a meal instead.

23.2. Where such overtime exceeds four (4) hours a further meal allowance of $12.37 will be paid.

23.3. The allowance will be adjusted annually in accordance with the Award as determined by the FWC in the Annual Wage Review.

24. HIGHER DUTIES

24.1. A higher duties allowance will be paid where an employee is required to undertake all or part of the duties of a higher classified position for a period longer than five consecutive working days.

24.2. The higher duties allowance shall be in proportion to the extent of the higher duties performed, and shall be calculated on the base of the higher classification salary.

24.3. Promotion

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

24.4. 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>

24.5. Higher duties and long service leave

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

25.1. 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 divided by 365.25 x 76</td>
</tr>
</tbody>
</table>

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

25.3. Underpayments will be rectified within two working days of notification unless the Employer and the employee agree that the rectification will be made no later than the next pay period.

25.4. Pay slips

25.4.1. Employee pay slips will include sick leave and annual leave credits.

26. CLASSIFICATION DESCRIPTORS

26.1. All PACCT staff positions must be classified according to the PACCT classification descriptors contained in Appendix 2 to this Agreement.

26.2. Subject to 26.3, positions shall be classified by a Classification Panel comprising one (1) trained employee nominated by the Employer and one (1) trained employee nominated by the NTEU, using the Classification Descriptors. Positions are to be classified when a position is created or where the duties and responsibilities have changed to the extent that it is considered by the incumbent and/or the incumbent’s manager that the position is no longer appropriately classified.

26.3. Temporary positions of six (6) months or less and casual positions shall not be classified by the Classification Panel.

26.4. The Classification Panel shall submit its recommendation on the classification of position/s to the CEO for approval or non-approval.

26.5. Appeals

26.5.1. An incumbent or incumbent’s manager may appeal against a Classification Panel’s recommendation if:

(a) there was a breach of process;
(b) the documentation contained an error or omission likely to affect the outcome; or
(c) the classification descriptors were not properly applied.

26.5.2. The Appeals Committee shall comprise of:

(a) One PACCT staff member nominated by the NTEU who is trained in the classification and reclassification of PACCT positions;
(b) The Human Resources Manager (or nominee) who is trained in the classification and reclassification of PACCT positions; and

(c) A Chair mutually agreed by the employer and the NTEU who is trained in the classification and reclassification of PACCT positions. The Chair will be selected from an agreed pool determined in accordance with 26.5.3 provided that no member of the Classification Panel may be a member of the Appeals Committee.

26.5.3. The NTEU and the employer will agree on a pool of agreed Chairs to chair the Appeals Committee.

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

27. HOURS OF DUTY

27.1. The ordinary hours of duty as prescribed by the Employer will be between 7.00 a.m. and 7.00 p.m. Monday to Friday, except for shift employees whose ordinary hours of duty will not exceed ten hours inclusive of meal breaks in any single shift.

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

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

27.3. Consultation about changes to rosters or hours of work.

27.3.1. Where an Employer proposes to change an employee's regular roster or ordinary hours of work, the Employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.

27.3.2. The Employer must:

(a) provide to the employee or employees affected and their representatives, if any, information about the proposed change which can include the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence;

(b) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change including any impact in relation to their family or carer responsibilities; and

(c) give consideration to any views about the impact of the proposed changes that are given by the employee or employees concerned and/or their representatives, if any.

27.3.3. The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

27.3.4. Where applicable, these provisions are to be read in conjunction with clauses 28, 29 and 30 concerning the scheduling of work and notice requirements.

27.3.5. The relevant employees may appoint a representative for the purposes of the procedures in this term.
28. MEAL BREAKS

28.1. An employee will not be required to work more than five (5) consecutive hours without a break for a meal, of at least 30 minutes, but not more than one hour.

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

29. SHIFT WORK

29.1 Definition

For the purpose of this clause and the NES, the following definitions will apply:

29.1.1 Day shift means any shift starting at or after 7.00 am and finishing at or before 7.00 pm;

29.1.2 Afternoon shift means any shift finishing after 7.00 pm and at or before midnight;

29.1.3 Night shift means any shift finishing after midnight, and at or before 7.00 am;

29.1.4 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; and

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

29.2 Shift loadings for employees classified at PACCT Level 6 or below

29.2.1 For all afternoon or night shifts performed on any day Monday to Friday inclusive (except a public holiday) will be paid at 115% of the ordinary hourly rate for each hour of duty.

29.2.2 When required to perform an overtime shift the allowance will be paid at 200% of the ordinary hourly rate, except for public holidays which will be paid at 250% of the ordinary hourly rate.

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

29.2.4 Weekend Work

An employee required to work an ordinary shift on a weekend shall be paid a penalty of 150% of the ordinary rate for a Saturday and 200% of the ordinary rate for a Sunday.

29.2.5 Continuous shifts

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

29.2.5.2 A part-time employee working afternoon or night shift or another employee working night shift for a period exceeding four continuous weeks will be paid an additional allowance of 15%. 
29.3 **Time off in lieu**

When an employee is required to work an ordinary shift on a holiday, he/she may elect to be paid 150% of the ordinary rate and will be entitled to one day's leave in lieu of the holiday, provided that the employee notifies the Employer of the election within fourteen days of the holiday.

29.4 **Alternative shift work arrangements**

29.4.1 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.

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

29.4.3 The parties to this Agreement may agree to alternative shift arrangements which do not attract penalties. It will not be mandatory for an employee to work a shift which extends beyond 7.00 p.m. without attracting a penalty.

30. **OVERTIME**

30.1. Employees will be paid overtime for all authorised time worked in excess of, or outside the span of, ordinary hours.

30.2. Overtime shall be computed as follows:

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

| Flexible hours of duty | All time worked in excess of hours prescribed in work cycle will be overtime. |

30.3. Part-time staff who work in excess of their rostered hours will be paid overtime at the appropriate overtime rate in accordance with this clause.

30.4. **Calculation of overtime**

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

30.4.2 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.

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

30.4.4 Calculation of overtime pay will not include:
- shift allowances; and
- casual loadings.
30.4.5 Calculation of overtime pay will include:
   (a) higher duties allowance; and
   (b) any other allowance in the nature of salary.

30.4.6 Payment for overtime will not be subject to limitation within a work cycle as detailed in 30.2.

30.5. Overtime rates for employees classified at PACCT Level 6 or below

30.5.1 For employees required to perform overtime Monday to Saturday will be paid at 150% of the ordinary rate for the first three hours and 200% of the ordinary rate thereafter.

30.5.2 Overtime performed on a Sunday will be paid at 200% of the ordinary rate of pay and for overtime performed on a public holiday will be paid at 250% of the ordinary rate of pay.

30.6. Overtime rates for shift employees classified at PACCT Level 6 or below

30.6.1 For employees on shift work required to perform overtime will be paid at 200% of the ordinary rate of pay except on a public holiday when overtime will be paid at 250% of the ordinary rate of pay.

30.7. Time off in lieu of overtime payment for employees classified at PACCT Level 6 or below

30.7.1 Where an employee and the Employer agree prior to the overtime being worked, the employee may take time off in lieu of overtime payment.

30.7.2 Time off in lieu of overtime will be calculated in the same manner as prescribed in clause 30.6 and will be taken as mutually agreed between the employee and the Employer.

30.8. Time off in lieu of overtime payment for employees classified at PACCT Level 7 or above

30.8.1 An employee classified at PACCT Level 7 or above will not be entitled to paid overtime but will be allowed time off in lieu of overtime.

30.8.2 Time off in lieu of overtime will be calculated in the same manner as prescribed in clause 30.6 and will be taken as mutually agreed between the employee and the Employer.

30.9. Employee recalled to duty

30.9.1 Where an employee is required to return to duty after their usual finishing time, the employee must be paid at the relevant overtime rate and must be paid for a minimum of three (3) hours at that rate. Provided that this clause does not apply where the work is continuous (subject to a meal break of not more than one hour) with the completion or commencement of ordinary working time.

30.9.2 Where more than one overtime attendance is involved, clause 30.9.1 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.
30.10. Rest relief after overtime

30.10.1 An employee who works overtime is entitled to a break of at least 10 hours plus reasonable travelling time, between the cessation of one period of duty and the commencement of the next.

30.10.2 An employee who has not had at least 10 consecutive hours break must be released at the completion of the overtime until they have had 10 consecutive hours off duty without loss of pay during that absence.

30.10.3 If the employee resumes duty without having 10 consecutive hours break plus reasonable travelling time they are to be paid 200% of the ordinary rate of pay until they are released from duty and they are then entitled to be absent until they have had 10 consecutive hours break plus reasonable travelling time without loss of pay during that absence.

30.10.4 Where the employee is a shift worker, the required break will be eight hours instead of 10 in the following circumstances where:

(a) overtime is worked for the purpose of changing shift rosters;
(b) a shift worker does not report for duty and a day worker or a shift worker is required to replace them; or
(c) a shift is worked by arrangement between the employees themselves.

30.11. Employees to work reasonable overtime

30.11.1 Subject to clause 30.11.2, the Employer may require an employee to work reasonable overtime at overtime rates.

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

(a) any risk to an employee's health and safety;
(b) the employee's personal circumstances including any family responsibilities;
(c) the need of the workplace or enterprise;
(d) the notice (if any) given by the Employer of the overtime and by the employee of his or her intention to refuse it; and
(e) any other relevant matter.

PART F – LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

31. PUBLIC HOLIDAYS

31.1 Victorian employees will be entitled to the following holidays without loss of pay:

- New Year's Day, 1 January
- Australia Day, 26 January
- Labour Day, the second Monday in March
- Good Friday
- Easter Saturday
- Easter Monday
- Anzac Day, 25 April
- Queen's Birthday
- Melbourne Cup Day, the first Tuesday in November
- Christmas Day, 25 December
- Boxing Day, 26 December

31.2 Victorian employees are also entitled to the following additional or substitute days:

31.2.1 When Christmas Day is a Saturday or a Sunday, a holiday in lieu shall be observed on 27 December.

31.2.2 When Boxing Day is a Saturday or a Sunday, an additional holiday shall be observed on 28 December.

31.2.3 When New Year’s Day is a Saturday or a Sunday, an additional holiday shall be observed on the next Monday.

31.2.4 When Australia Day is a Saturday or a Sunday, a holiday in lieu shall be observed on the next Monday.

31.3 Where an additional or substitute public holiday is proclaimed or gazetted by the authority of the Victorian Government and such proclaimed or gazetted holiday is to be observed generally by persons throughout the State or a region of the State, that holiday will be observed.

31.4 For PACCT employees located in States or Territories other than Victoria, the above public holidays will not apply and the Employer will observe the public holidays in those States or Territories.

31.5 Transfer of recognised public holidays

Subject to agreement between the Employer and a majority of affected employees, a public holiday may be agreed to be observed on a day other than the day prescribed in clause 31.1. If this occurs, the day agreed is the agreement holiday and the actual holiday becomes an ordinary working day.

32. LONG SERVICE LEAVE

32.1 Entitlement

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

(a) On completion of seven (7) years continuous service, an employee will be entitled to 9.1 weeks (pro rata for part-time) paid long service leave.

(b) For each completed additional year of continuous service after seven (7) years, an extra 1.3 weeks (pro rata for part-time) accrue.

32.1.2 An Employer and an employee may agree that the employee may take the whole or any part of the long service at half pay for a period equal to twice the whole or part of the leave entitlement.

32.1.3 Public holidays will not be regarded as part of the leave.
32.2 Notice

An employee will give six (6) months' notice of an intention to take long service leave. The Employer may shorten the notice period as its discretion.

32.3 Pro rata payments

32.3.1 Where an employee with not less than four (4) continuous 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 1/40 of the period of service.

32.3.2 Where an employee with at least seven (7) continuous years of service resigns or is terminated, the Employer will, in lieu of long service leave, pay to the employee a sum equal to 1/40 of the period of service, less any long service leave taken.

32.4 Entitlement eligibility

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

32.4.1 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; or
- TAFE Institutes;

provided that there has not been a break in continuous employment of more than twelve months;

32.4.2 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;

32.4.3 aggregated periods of service for a non-continuous employee with any of the Employers listed in clause 32.4.1;

32.4.4 service where an employee was in receipt of a pension pursuant to s.68(3) of the Superannuation Act 1958 or any other relevant State or Territories Superannuation Act;

32.4.5 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;

32.4.6 the period following retrenchment provided that the absence from continuous employment with an Employer listed in 32.4.1 was no more than five (5) years;

32.4.7 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 32.4.1 was no more than five (5) years;

32.4.8 When the Employer has recognised prior service, the employee must serve three (3) continuous years' service before accessing accrued long service leave entitlements;

32.4.9 Where an employee commences employment with the Employer and has received a payment from their previous employer for the long service leave requested to be recognised, the recognised eligible prior service will be for time only.

32.5 Payment

3251 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.

3252 Salaries paid while an employee is on long service leave will be paid fortnightly or as otherwise agreed between the employee and the Employer.

33. PERSONAL LEAVE

The provisions of this clause apply to full time and regular part time employees. See 33.7 for casual employee’s entitlements.

33.1 Amount of paid personal/carer’s leave

Paid personal/carer’s leave will be available to an employee when they are absent because of:

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

33.1.2 Personal leave of:

(a) 15 days (pro-rata for part time) will be available upon engagement in the first year of service
(b) 15 days (pro-rata for part time) will be available at the commencement of the
second year’s service.
(c) after 24 months continuous service, personal leave will accrue at the rate of 1.25 days for each additional completed month of service (pro rata for part time).

33.2 Immediate family or household

33.2.1 The term ‘immediate family’ includes:

(a) spouse (including a former spouse, a de facto partner and a former de facto partner) of the employee. A de facto partner means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and

(b) child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee;

33.3 Use of accumulated personal/carer’s leave

33.3.1 An employee is entitled to use accumulated personal/carer’s leave for the purposes of this clause where the current year’s personal/carer’s leave entitlement has been exhausted.

33.3.2 Proof of illness

(a) If an employee is absent for a period in excess of three (3) continuous days, the employee will provide to the Employer a medical certificate or a statutory declaration setting out the cause of the absence.

(b) The 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 (5) days in any one (1) year. If an employee fails to provide a certificate or a statutory declaration as requested by the Employer, the Employer may refuse to grant sick leave for the days in excess of five (5) days.

(c) An employee may elect to have any leave in excess of the five (5) days deducted from annual leave or taken as leave without pay.

(d) The 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.

(e) For carer’s leave, 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.

(f) For carer’s leave, 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, as soon as practicable, give the Employer notice (which may be a time after the leave has started) of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee must notify the Employer by telephone at the first opportunity.

33.4 Absence on public holidays

If the period during which an employee takes paid personal/carer’s 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/carer's leave on that public holiday.

33.5 Use of annual leave or leave without pay

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

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

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

33.5.4 The Employer may approve additional paid leave in advance of an entitlement.

33.6 Unpaid personal leave

Where an employee has exhausted all paid personal/carer's leave entitlements, he/she is entitled to take unpaid carer's leave to provide care or support in the circumstances outlined in 33.1.1 (b), (c), or (d). The Employer and the employee will agree on the period. In the absence of agreement, the employee is entitled to take two (2) days' unpaid carer's leave per occasion.

33.7 Casual employees - caring responsibilities and compassionate leave

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

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

(b) if a member of the employee's immediate family or a member of the employee's household:

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

(ii) sustains a personal injury that poses a serious threat to his/her life; or

(iii) dies.

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

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

34. INFECTIOUS DISEASES

34.1 Upon report by a Registered Medical Practitioner that, by reason of contact with a person suffering from an infectious disease and through the operation of restrictions imposed by law in respect of such disease, an employee is unable to attend work, the Employer may grant the employee special
leave of absence with pay. The period of leave must not be for any period beyond the earliest date at which it would be practicable for the employee to return to work having regard to the restrictions imposed by law.

34.2 Where the Employer reasonably believes that the employee is in such state of health as to render the employee a danger to other employees, themselves or other persons, the Employer may require the employee to absent himself or herself from the workplace until the employee obtains and provides to the Employer a report from a Registered Medical Practitioner. Upon receipt of the medical report, the Employer may direct the employee to be absent from duty for a specified period or, if already on leave, direct such employee to continue on leave for a specified period. Any such absence of an employee must be regarded as personal/carer’s leave.

35. COMPASSIONATE LEAVE FOR EMPLOYEES (OTHER THAN CASUAL EMPLOYEES)

35.1 Amount of compassionate leave

35.1.1 Employees are entitled to three (3) days paid compassionate leave on each occasion when a member of the employee’s immediate family or a member of the employee’s household:

(a) Contracts or develops a personal illness that poses a serious threat to his or her life;
(b) Sustains a personal injury that poses a serious threat to his/her life; or
(c) dies.

35.2 Such leave does not need to be taken consecutively.

35.3 An employee may take unpaid compassionate leave by agreement with the Employer.

35.4 The Employer will require the employee to provide satisfactory evidence to support the taking of compassionate leave.

36. SPECIAL LEAVE DUE TO MILITARY CONFLICT DISABILITIES

36.1 Where the Employer is satisfied that an illness of an employee with at least six months paid continuous service is directly attributable to, or is aggravated by, service recognised under the Veterans’ Entitlements Act 1986 (Cth), including:

(i) operational service; or
(ii) peacekeeping service; or
(iii) hazardous service,

the employee will be credited with 114 hours special leave with pay for each year of service with the Employer from the conclusion of the employee’s operational, peacekeeping or hazardous service.

36.2 Leave under this clause will be cumulative to a maximum of 760 hours.

36.3 This leave is in addition to personal leave under clause 33.

36.4 The Employer may require the employee to provide evidence of the existence of the illness and its relationship to service from a Registered Practitioner.

36.5 For each period of special leave taken, the employee must comply with the notice and evidence requirements outlined in clause 33.3.2.
37. COMMUNITY SERVICES

37.1 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.

37.2 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.

38. JURY SERVICE

An employee required under the relevant State or Territory Act will be entitled to be granted, by the Employer, leave with pay for the period during which the attendance of the employee is required at court. The employee will not be required to account for any allowances received by him or her. Evidence to support the employee’s attendance is to be provided upon request by the Employer.

39. ANNUAL LEAVE

39.1 Credit of annual leave

Annual leave shall accrue at the rate of 1.6667 days (pro rata for part-time) for each completed month of service.

39.2 Annual leave entitlement

<table>
<thead>
<tr>
<th>Employee</th>
<th>Annual leave entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>7-day shift employee</td>
<td></td>
</tr>
<tr>
<td>• working ten Sundays or more</td>
<td>Five (5) weeks</td>
</tr>
<tr>
<td>• working less than ten Sundays</td>
<td>Four (4) weeks plus 1/2 day for each Sunday worked</td>
</tr>
<tr>
<td>All other employees</td>
<td>Four (4) weeks</td>
</tr>
</tbody>
</table>

39.3 When annual leave can be taken

39.3.1 Annual leave will be taken as mutually agreed between the Employer and the employee, having regard to the operational needs of the Employer.

39.3.2 Annual leave will be taken within 12 months from the date it was credited to the employee. In situations where an employee has excessive amounts of annual leave, the Employer and employee shall mutually agree on a leave plan for the excessive leave. An excessive amount is defined as being greater than 4 weeks (pro rata for part-time).

39.3.3 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’s letter of appointment provides that the employee must take recreation leave at a specific time of the year.

39.3.4 An Employer may allow an employee to take annual leave in advance of the entitlement accruing for the Employer’s closure period. This applies only to new employees who commenced in that calendar year.

39.4 Annual close-down period

An employee may be required to utilise up to five (5) working days annual leave during a designated annual close-down period or to take such days as leave without pay.

39.5 Payment for annual leave

An employee is able to choose that the entire period of annual leave be paid in advance in the fortnightly pay cycle before the employee commences the leave or as part of the normal pay cycle.

39.6 Annual leave loading

39.6.1 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.

39.6.2 An employee will be paid the greater of:

(a) the employee’s ordinary rate of pay plus a loading of 17.5% 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.

39.6.3 Annual leave loading will be paid annually on a date set by agreement between the Employer and the majority of employees.

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

39.7 Pro rata leave loading

39.7.1 An employee with less than 12 months service on the agreed date for the payment of leave loading will be paid on a pro rata basis.

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

40. PARENTAL LEAVE

40.1 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.

40.2 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 12 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.

40.3 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>More than 12 months service</td>
<td>14 weeks</td>
<td>90 weeks</td>
<td>104 weeks</td>
</tr>
<tr>
<td>Less than 12 months service</td>
<td>0</td>
<td>Up to 104 weeks</td>
<td>104 weeks</td>
</tr>
<tr>
<td>Eligible casual employee</td>
<td>0</td>
<td>Up to 104 weeks</td>
<td>104 weeks</td>
</tr>
<tr>
<td>Period</td>
<td>Paid Leave</td>
<td>Unpaid Leave</td>
<td>Total</td>
</tr>
<tr>
<td>--------</td>
<td>------------</td>
<td>--------------</td>
<td>-------</td>
</tr>
<tr>
<td>More than 12 months service</td>
<td>1 week</td>
<td>Up to 103 weeks</td>
<td>104 weeks</td>
</tr>
<tr>
<td>Less than 12 months</td>
<td>0</td>
<td>Up to 104 weeks</td>
<td>104 weeks</td>
</tr>
<tr>
<td>Eligible casual employee</td>
<td>0</td>
<td>Up to 104 weeks</td>
<td>104 weeks</td>
</tr>
<tr>
<td>Pregnant Employee</td>
<td></td>
<td>38 hours</td>
<td></td>
</tr>
<tr>
<td>Spouse</td>
<td></td>
<td>7.6 hours</td>
<td></td>
</tr>
<tr>
<td>More than 12 months service</td>
<td>2 weeks</td>
<td>Up to 102 weeks</td>
<td>104 weeks</td>
</tr>
<tr>
<td>Less than 12 months service</td>
<td>0</td>
<td>Up to 104 weeks</td>
<td>104 weeks</td>
</tr>
<tr>
<td>Eligible casual employee</td>
<td>0</td>
<td>Up to 104 weeks</td>
<td>104 weeks</td>
</tr>
</tbody>
</table>

### 40.4 Parental Leave – Primary Caregiver

(a) 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 104 weeks parental leave, comprising:

(i) weeks paid parental leave; and
(ii) up to 90 weeks unpaid parental leave.

(b) 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 104 weeks unpaid parental leave.

(c) 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 104 weeks unpaid parental leave.

(d) 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.

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

### 40.5 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 104 weeks parental leave, comprising: (i) 1 (one) weeks paid
parental leave; and (ii) up to 103 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 104 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 104 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.

40.6 Pre Natale Leave

(a) A pregnant employee will have access to paid leave totalling up to 38 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 7.6 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.

40.7 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.

40.8 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 two (2) weeks' paid leave at a time to be agreed with the Employer.
40.9 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.

40.10 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 40.12(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.

40.11 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 33.

40.12 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.

40.13 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 33;

(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 40.3 and thereafter, to unpaid special maternity leave.
40.14 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 40.14(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.

40.15 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.
40.16 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.

40.17 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 two (2) weeks, unless the Employer otherwise agrees.

40.18 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 104 weeks or a longer period as agreed under clause 40.20(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 40.4, 40.5, 40.20 and 40.22 shall not break an Employee’s continuity of employment but it will not count as service for leave accrual or other purposes.

40.19 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 104 weeks under clause 40.4 or 40.5, may extend the period of their parental leave on one (1) occasion up to the full 52 week entitlement.

(ii) The employee must notify the Employer in writing at least four (4) 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 40.4 or 40.5 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 four (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 40.4 or 40.5 will reduce by the period of any extension taken by a member of the couple under clause 40.20.

40.21 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 (3) 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 40.21(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 40.21(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.

40.22 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.

40.23 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 (4) 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 (4) weeks from receipt of notification for the employee’s return to work.
(b) Returning to work at conclusion of leave

(i) At least four (4) 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 40.23(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 40.12 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 40.23(c)(i), such a request must be made as soon as possible but no less than seven (7) weeks prior to the date upon which the employee is due to return to work from parental leave.

40.24 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 40.24(a).

40.25 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 (7) 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.
40.26 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 13.5.4 on the use of fixed term employment to replace the employee does not apply in this case.

40.27 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.

41. BLOOD DONOR LEAVE

Reasonable paid leave will be granted for the purpose of donating blood at a Blood Donation Centre. Leave of this type is provided for the express purpose of donating blood and for reasonable travel to and from the nearest blood donation centre.

42. CULTURAL AND CEREMONIAL LEAVE

42.1 NAIDOC Week Leave

42.1.1 An employee of Aboriginal or Torres Strait Islander descent is entitled to one (1) day of paid leave per year to participate in National Aboriginal and Islander Day Observance Committee (NAIDOC) week activities and events.

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

42.2 Leave to attend Aboriginal community meetings

42.2.1 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.

42.2.2 Leave to attend Annual General Meetings of Aboriginal community organisations

42.2.3 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.

42.3 Ceremonial leave

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

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

(b) for other ceremonial obligations under Aboriginal and Torres Strait Islander lore.
42.3.2 Where ceremonial leave is taken for the purposes outlined in clause 42.3.1(a), up to three days in each year of employment will be with pay. Paid ceremonial leave will not accrue from year to year and will not be paid out on termination of the employment of the employee.

42.3.3 Ceremonial leave granted under clause 42 is in addition to compassionate leave granted under clause 35.

43. WORKPLACE TRAINING LEAVE

43.1 In order to encourage cooperative workplace relations and to improve the implementation or facilitation of the operation of this Agreement, an employee (excluding casuals) who makes a request to the Employer to attend training in workplace relations, dispute resolution or grievance management may, with the Employer’s approval, be granted up to five (5) days’ paid leave per annum or an aggregate of 10 days paid leave over two (2) calendar years for attendance at such training, provided that the granting of such leave will not unduly affect the Employer’s operational requirements.

43.2 Leave granted under this clause:

(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 payments for work outside ordinary hours or excess hours payments, course costs, accommodation and travel costs; and

(b) may include any necessary travelling time in normal working hours immediately before or after the activity or course; and

(c) shall count as service for all purposes.

44. FAMILY VIOLENCE LEAVE

44.1 General Principle

44.1.1 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.

44.1.2 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.

44.2 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).

44.3 Eligibility

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

44.3.2 Casual employees are entitled to access leave without pay for family violence purposes.
44.4 General Measures

44.4.1 Evidence of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a registered health practitioner, a Family Violence Support Service, district nurse, maternal and health care nurse or Lawyer. A signed statutory declaration can also be offered as evidence.

44.4.2 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.

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

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

44.4.5 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.

44.4.6 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 22.77 and clause 22.78.

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

44.5 Leave

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

44.5.2 An Employee who supports a person experiencing family violence may utilise their personal/carer’s leave entitlement to accompany them to court, to hospital, or to care for children. The Employer may require evidence consistent with clause 44.4.1 from an Employee seeking to utilise their personal/carer’s leave entitlement.

44.6 Individual Support

44.6.1 In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, the Employer will approve any reasonable request from an Employee experiencing family violence for:

(a) temporary or ongoing changes to their span of hours or pattern or hours and/or shift patterns;
(b) temporary or ongoing job redesign or changes to duties;
(c) temporary or ongoing relocation to suitable employment;
(d) a change to their telephone number or email address to avoid harassing contact;
(e) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
44.6.2 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.

44.6.3 An employee experiencing family violence will be offered access to the Employee Assistance Program (EAP) and/or other available local employee support resources. The EAP shall include professionals trained specifically in family violence.

44.6.4 An Employee that discloses that they are experiencing family violence will be given information regarding current support services.
Appendix 1 - Salary Scales

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>$40,764.60</td>
<td>3.00%</td>
<td>3.00%</td>
<td>3.00%</td>
<td>2.75%</td>
</tr>
<tr>
<td>$41,551.80</td>
<td>$41,987.54</td>
<td>$43,247.16</td>
<td>$44,544.58</td>
<td>$45,769.55</td>
</tr>
<tr>
<td>$42,340.15</td>
<td>$43,610.35</td>
<td>$44,918.67</td>
<td>$46,266.23</td>
<td>$47,538.55</td>
</tr>
<tr>
<td>$43,123.92</td>
<td>$44,417.64</td>
<td>$45,750.17</td>
<td>$47,122.67</td>
<td>$48,418.55</td>
</tr>
<tr>
<td>$44,247.34</td>
<td>$45,574.76</td>
<td>$46,942.00</td>
<td>$48,350.26</td>
<td>$49,679.90</td>
</tr>
<tr>
<td>$45,101.10</td>
<td>$46,454.13</td>
<td>$47,847.76</td>
<td>$49,283.19</td>
<td>$50,638.48</td>
</tr>
<tr>
<td>$45,961.74</td>
<td>$47,340.59</td>
<td>$48,760.81</td>
<td>$50,223.63</td>
<td>$51,604.78</td>
</tr>
<tr>
<td>$47,087.46</td>
<td>$48,517.64</td>
<td>$50,000.08</td>
<td>$51,543.74</td>
<td>$52,868.72</td>
</tr>
<tr>
<td>$48,020.40</td>
<td>$49,936.98</td>
<td>$51,507.08</td>
<td>$53,068.72</td>
<td>$54,399.00</td>
</tr>
<tr>
<td>$48,331.53</td>
<td>$51,669.30</td>
<td>$53,356.35</td>
<td>$54,931.17</td>
<td>$56,464.63</td>
</tr>
<tr>
<td>$49,856.44</td>
<td>$52,259.34</td>
<td>$53,971.57</td>
<td>$55,577.17</td>
<td>$57,028.36</td>
</tr>
<tr>
<td>$51,560.98</td>
<td>$53,641.11</td>
<td>$55,257.17</td>
<td>$56,871.77</td>
<td>$58,393.48</td>
</tr>
<tr>
<td>$53,336.87</td>
<td>$55,237.46</td>
<td>$56,852.17</td>
<td>$58,476.77</td>
<td>$60,001.79</td>
</tr>
<tr>
<td>$54,709.30</td>
<td>$56,758.36</td>
<td>$58,363.17</td>
<td>$60,078.79</td>
<td>$61,606.80</td>
</tr>
<tr>
<td>$56,058.80</td>
<td>$58,282.36</td>
<td>$60,515.17</td>
<td>$62,152.79</td>
<td>$63,708.81</td>
</tr>
<tr>
<td>$57,007.80</td>
<td>$59,815.56</td>
<td>$62,282.17</td>
<td>$63,948.79</td>
<td>$65,534.81</td>
</tr>
<tr>
<td>$57,894.83</td>
<td>$61,348.76</td>
<td>$63,819.17</td>
<td>$65,524.79</td>
<td>$67,130.82</td>
</tr>
<tr>
<td>$59,246.61</td>
<td>$62,881.96</td>
<td>$65,356.17</td>
<td>$67,050.79</td>
<td>$68,676.83</td>
</tr>
<tr>
<td>$60,627.08</td>
<td>$64,415.16</td>
<td>$66,993.17</td>
<td>$68,686.79</td>
<td>$70,312.84</td>
</tr>
<tr>
<td>$61,969.68</td>
<td>$66,048.36</td>
<td>$68,639.17</td>
<td>$70,332.79</td>
<td>$72,000.85</td>
</tr>
<tr>
<td>$65,118.48</td>
<td>$68,282.36</td>
<td>$70,885.17</td>
<td>$72,532.79</td>
<td>$74,228.85</td>
</tr>
<tr>
<td>$66,504.69</td>
<td>$70,525.36</td>
<td>$73,175.17</td>
<td>$74,872.79</td>
<td>$76,530.85</td>
</tr>
<tr>
<td>$67,888.61</td>
<td>$72,868.36</td>
<td>$75,485.17</td>
<td>$77,225.79</td>
<td>$78,940.85</td>
</tr>
<tr>
<td>$68,680.40</td>
<td>$75,211.36</td>
<td>$77,735.17</td>
<td>$79,485.79</td>
<td>$81,190.85</td>
</tr>
<tr>
<td>$69,472.19</td>
<td>$77,554.36</td>
<td>$80,005.17</td>
<td>$82,345.79</td>
<td>$84,050.85</td>
</tr>
<tr>
<td>$71,644.45</td>
<td>$79,897.36</td>
<td>$82,345.17</td>
<td>$85,005.79</td>
<td>$86,760.85</td>
</tr>
<tr>
<td>$73,392.13</td>
<td>$82,250.36</td>
<td>$84,695.17</td>
<td>$87,365.79</td>
<td>$89,100.85</td>
</tr>
<tr>
<td>$75,152.43</td>
<td>$84,603.36</td>
<td>$87,045.17</td>
<td>$89,625.79</td>
<td>$91,450.85</td>
</tr>
<tr>
<td>$76,016.52</td>
<td>$86,956.36</td>
<td>$89,395.17</td>
<td>$91,885.79</td>
<td>$94,210.85</td>
</tr>
<tr>
<td>$78,625.98</td>
<td>$89,309.36</td>
<td>$91,745.17</td>
<td>$94,145.79</td>
<td>$96,470.85</td>
</tr>
<tr>
<td>$79,510.72</td>
<td>$91,662.36</td>
<td>$94,105.17</td>
<td>$96,405.79</td>
<td>$98,670.85</td>
</tr>
<tr>
<td>$81,233.15</td>
<td>$93,986.36</td>
<td>$96,465.17</td>
<td>$98,765.79</td>
<td>$100,970.85</td>
</tr>
<tr>
<td>$82,978.54</td>
<td>$96,309.36</td>
<td>$98,725.17</td>
<td>$101,125.79</td>
<td>$103,230.85</td>
</tr>
<tr>
<td>$86,930.60</td>
<td>$98,632.36</td>
<td>$100,985.17</td>
<td>$103,485.79</td>
<td>$105,590.85</td>
</tr>
<tr>
<td>$90,276.78</td>
<td>$100,965.36</td>
<td>$103,345.17</td>
<td>$105,845.79</td>
<td>$108,190.85</td>
</tr>
<tr>
<td>$91,792.66</td>
<td>$103,298.36</td>
<td>$105,705.17</td>
<td>$108,205.79</td>
<td>$110,790.85</td>
</tr>
<tr>
<td>$93,308.54</td>
<td>$105,631.36</td>
<td>$108,065.17</td>
<td>$110,565.79</td>
<td>$113,390.85</td>
</tr>
<tr>
<td>$94,825.56</td>
<td>$107,964.36</td>
<td>$110,425.17</td>
<td>$112,925.79</td>
<td>$115,990.85</td>
</tr>
<tr>
<td>$96,341.44</td>
<td>$110,297.36</td>
<td>$112,785.17</td>
<td>$115,285.79</td>
<td>$118,590.85</td>
</tr>
<tr>
<td>$97,099.95</td>
<td>$112,630.36</td>
<td>$115,145.17</td>
<td>$117,645.79</td>
<td>$120,190.85</td>
</tr>
</tbody>
</table>
Appendix 2 - Classification Descriptors

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

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

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

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

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

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

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

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

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

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

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

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

TAFE PACCT Worker Level 1

Education Training and experience

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

Work tasks at this level could be completed after a brief period of on the job training. Communication literacy and numeracy skills will allow an employee to understand clear written and/or verbal instructions and perform basic duties in the specified field of employment.

Task level

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

Judgement and problem solving

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

Supervision and independence

Employees work under close supervision.

Supervisory referral and/or guidance will be readily available.

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

Organisational relationship and impact

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

Interpersonal skills

Require basic skills in verbal and written communication.
TAFE PACCT Worker Level 2

Includes the criteria detailed for the previous level.

Education, training and 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 and 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 and experience

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

Task level

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

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

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

May involve co-ordination and supervision of other staff.

Judgement and problem solving

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

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

Supervision and independence

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

May involve supervision and/or cooperation of others to achieve the objective.
May be required to undertake a wide range of duties and responsibilities, some of which may be complex.

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

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

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

Organisational relationship and impact

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

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

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

Interpersonal skills

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

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

May liaise with counterparts in other organisations to discuss specialist matters and with other employees on an individual and team basis in order to resolve intra-organisational problems.

Required to write reports in field of expertise and prepare correspondence.

**TAFE PACCT Worker Level 5**

Includes the criteria detailed for the previous level.

Education, training and 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 Employer 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 organisation 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 organisation 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 and experience**

Relevant Degree or relevant post graduate qualification and experience; or less 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 organisation and the legal context in which the organisation 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 organisation's operations.

Interpersonal skills

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

The ability to motivate and develop employees.

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

TAFE PACCT Worker Level 7

Includes the criteria detailed for the previous level.

Education, training and 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 organisation's 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 organisation.

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

Contribute to the development of the strategic directions of the organisation 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.

**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 organisation 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 and experience**

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

Principal specialist in a recognised discipline or specialist area.
Task level

Apply a high level of theoretical and operational knowledge.

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

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

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

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

Judgement and problem solving

Provides authoritative advice.

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

Be responsible for the achievement of the objectives of the operational unit or area of work being managed and for the successful completion of projects within a complex organisational environment.

Investigate, design, implement and evaluate plans and strategies to meet operational objectives and the long term requirements of the organisation.

Supervision and independence

Under broad direction develop and implement new policies and innovative ways of adapting the organisation'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 organisation 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 organisation's operations.
Interpersonal skills

Ability to persuade, convince and negotiate internally and externally in the pursuit and achievement of organisational corporate objectives. At this level must be able to lead, motivate and develop other employees on an individual and team basis.
Appendix 3 - Supported Wage

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

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

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

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

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

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

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

## 2 Eligibility criteria

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.

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.

## 3 Supported wage rates

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

<table>
<thead>
<tr>
<th>Assessed capacity (Appendix 4 Clause 4. Assessment of 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>Assessed capacity</td>
<td>% of prescribed Agreement rate</td>
</tr>
<tr>
<td>-------------------</td>
<td>-------------------------------</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 per cent, they will receive a high degree of assistance and support.

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.

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.

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.

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.

8 Trial period

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.

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.

8.3 The minimum amount payable to employee during the trial period must be no less than $84 per
week.

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

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 Clause 4 Assessment of capacity.
SIGNATORIES TO AGREEMENT

SIGNED for and on behalf of WODONGA INSTITUTE OF TAFE by its duly authorised representative

Signature of authorised representative

Mark W Dixon

Full Name (Please print)

Chief Executive Officer

Title

Wodonga Institute of TAFE
87 McKoy Street, Wodonga VIC 3690

Address

SIGNED for and on behalf of NATIONAL TERTIARY EDUCATION UNION by its duly authorised representative

Signature of authorised representative

Full Name (Please print)

Title

Address
SIGNATORIES TO AGREEMENT

SIGNED for and on behalf of WODONGA INSTITUTE OF TAFE by its duly authorised representative

________________________________________
Signature of authorised representative

Full Name (Please print)

Title

Address

SIGNED for and on behalf of NATIONAL TERTIARY EDUCATION UNION by its duly authorised representative

MATTHEW McGOWAN
Full Name (Please print)

GENERAL SECRETARY, NTEU
Title

Level 1, 120 Clarendon Street
Address South Melbourne, Vic, 3205
Dear Commissioner Cirkovic,

Re: (AG2018/6068) - Wodonga Institute of TAFE PACCT Staff Enterprise Agreement 2018
Written undertakings under section 190 of the Fair Work Act 2009

A. Wodonga Institute of TAFE (Employer) has applied to the Fair Work Commission (FWC) Australia pursuant to s.185 of the Fair Work Act 2009 (Act) for approval of an enterprise agreement to be known as the Wodonga Institute of TAFE PACCT Staff Enterprise Agreement 2018.

B. FWC has concerns that not all of the requirements in s186 and s187 of the Act have been met in relation to the Agreement, but has indicated it will accept the following undertakings pursuant to s.190 of the Act as meeting its concerns so the Agreement may be approved.

C. The effect of this undertaking will not cause financial detriment to any employee covered by the Agreement or result in substantial changes to the Agreement.

PURSUANT to s.190 of the Act, the Employer hereby undertakes to FWC that:

1. Clause 23 of the Agreement, Allowances, employees classified at Level 1.3 who are eligible for First Aid and/or Laundry Allowances will be paid the allowance as per Clause 15 of the Educational Services (Post-Secondary Education) Award 2010 on a fortnightly basis as per Clause 25.1 of the Wodonga Institute of TAFE PACCT Staff Enterprise Agreement 2018.

2. The employer undertakes to pay employees who are entitled to Vehicle Travel time and fares, Transport of employees (shift workers) and/or Living away from home allowances, the relevant amount as per Clause 15 of the Educational Services (Post-Secondary Education) Award 2010.

SIGNED for and on behalf of WODONGA INSTITUTE OF TAFE by its duly authorised representative

Signature of authorised representative

Full Name (Please print)

Title

Address

Date

Carolyn Davis
Executive Director People and Capability

87 McIlroy Street Wodonga

12/3/19