DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Goulburn Ovens Institute of TAFE
(AG2018/7354)

GOULBURN OVENS INSTITUTE OF TAFE ENTERPRISE (PACCT)
AGREEMENT 2017

Educational services

DEPUTY PRESIDENT KOVACIC

CANBERRA, 17 APRIL 2019


[1] An application has been made for approval of an enterprise agreement known as the Goulburn Ovens Institute of TAFE Enterprise (PACCT) Agreement 2017 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by Goulburn Ovens Institute of TAFE. The Agreement is a single enterprise agreement.

[2] Subject to concerns that have been addressed by way of undertakings, I am satisfied that each of the requirements of ss.186, 187 and 188 of the Act as are relevant to this application for approval have been met.

[3] As noted, pursuant to s.190(3), I have accepted undertakings from the employer. In accordance with s.191(1) of the Act the undertakings are taken to be a term of the Agreement. A copy of the undertakings are attached to this decision.

[4] The National Tertiary Education Industry Union (NTEU) being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.
The Agreement is approved and, in accordance with s.54 of the Act, will operate from 24 April 2019. The nominal expiry date of the Agreement is 31 December 2021.
IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2018/7354

Applicant:
Goulburn Ovens Institute of TAFE

Section 185 – Application for approval of a single enterprise agreement

**Undertaking- Section 190**

1. Travis Heeney, Chief Executive Officer for Goulburn Ovens Institute of TAFE give the following undertakings with respect to the Goulburn Ovens Institute of TAFE Enterprise (PACCT) Agreement 2017 ("the Agreement"):
   1. I have the authority given to me by Goulburn Ovens Institute of TAFE provide this undertaking in relation to the application before the Fair Work Commission.
   2. That an employee required to work on a Sunday is entitled to not less than four hours' pay at penalty rates provided they are available to work for four hours.
   3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature

2 April 2019

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

Goulburn Ovens Institute of TAFE

Enterprise (PACCT)

Agreement 2017
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</table>
2. **TITLE**

2.1. This Agreement shall be known as the *Goulburn Ovens Institute of TAFE Enterprise (PACCT) Agreement 2017* (the Agreement).

3. **SCOPE & PARTIES BOUND**

3.1. The parties bound by the Agreement are:

3.1.1. Goulburn Ovens Institute of TAFE; and

3.1.2. The National Tertiary Education Union.

3.2. The Agreement will apply to all PACCT staff employed by the Goulburn Ovens Institute of TAFE.

4. **DATE AND PERIOD OF OPERATION**

4.1. The Agreement will come into effect seven days after it is approved by the Fair Work Commission and shall have a nominal expiry date of 31 December 2021.

4.2. There will be no further claims for a period of the life of the Agreement.

4.3. The parties agree to reopen negotiation six months prior to the normal expiry date of the Agreement with a view to negotiating a new Agreement.

5. **DEFINITIONS**

For the purposes of the Agreement:

5.1. *Act* means the Fair Work Act 2009 (Cth) as amended from time to time.

5.2. *Award* means the Education Services (Post-Secondary Education) Award 2010.

5.3. *Board* means the Institute Board of Goulburn Ovens Institute of Technical and Further Education or its authorised delegate(s).

5.4. *Casual Employee* means an Employee who is engaged and paid by the hour and is in receipt of a loading of 25 per cent.

5.5. *CEO* means the Chief Executive Officer of the Institute.

5.6. *Commission* means the Fair Work Commission or its successor.

5.7. *Employee* means a PACCT staff member who is employed by Goulburn Ovens Institute of TAFE.

5.8. *Employer* means the Goulburn Ovens Institute of TAFE and any successor in law.

5.9. *Institute* means the Goulburn Ovens Institute of TAFE and any successor in law.

5.10. *Management* means those persons who under the delegation of Institute Board hold a position of responsibility for the strategic and day to day operations of the Institute.

5.11. *NES* means the National Employment Standards as contained in section 59 to 131 of the Fair Work Act 2009 (Cth) as amended from time to time.

5.12. *NTEU or Union* means the National Tertiary Education Union.

5.13. *PCC* means the PACCT Consultative Committee.


5.15. *Schedules* means the schedules annexed to the Agreement.

5.16. *Manager* means the representative of Management who oversees the day to day duties, annual work plan and staff development activities of Employees.

5.17. *TAFE* means Technical and Further Education.
6. RELATIONSHIP TO AWARDS, OTHER AGREEMENTS & NES

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

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

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

7. POSTING OF THE AGREEMENT

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

8. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

8.1. An Employee and the Employer may agree to make an individual flexibility arrangement pursuant to this clause to vary the effect of terms of the Agreement if:
   8.1.1. the arrangement deals with the 46/52 week employment cycle in accordance with clauses 23.61 – 23.75 of the Agreement and /or the Long Service leave/payment options in accordance with clauses 23.18 – 23.26 of the Agreement and meets the genuine needs of the Employee and Employer;
   8.1.2. the arrangement is agreed to by the Employee and Employer; and
   8.1.3. the Employee and the Employer have had at least three (3) working days to consider the proposal.

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

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

8.4. The Employer must ensure that an individual flexibility arrangement is in writing and signed by the Employee and Employer. If the Employee is under 18 years of age the 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.

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

8.6. The Employer must ensure that any individual flexibility arrangement sets out:
   • the terms of the Agreement that will be varied by the arrangement;
   • how the arrangement will vary the effect of the terms; and
   • 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.

8.7. The Employer must ensure that any individual flexibility arrangement:
   a. is about matters that would be permitted matters under section 172 of the Act if the arrangement were an enterprise agreement;
   b. does not include any term that would be an unlawful term under section 194 of the Act if the arrangement were an enterprise agreement; and
   c. provides for the arrangement to be terminated:
      i. by either the Employee or Employer giving a specified period of written notice, with
the specified period being no more than 28 days; or
ii. at any time by written agreement between the Employee and Employer.

9. **RIGHT TO REQUEST FLEXIBLE WORKING ARRANGEMENTS**

9.1 In accordance with and pursuant to section 65 of the FW Act, an Employee may request a change in their working arrangements on the basis of the following circumstances:

a. The Employee is the parent, or has responsibility for the care, of a child who hasn’t yet reached school age;

b. The Employee is a carer (within the meaning of the Carer Recognition Act 2010);

c. The Employee has a disability;

d. The Employee is 55 or older;

e. The Employee is experiencing violence from a member of the Employee’s family; and/or

f. The Employee provides care or support to a member of the Employee’s immediate family, or a member of the Employee’s household, who requires care or support because the member is experiencing violence from the member’s family.

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

9.2 To avoid doubt, and without limiting clause 1, an Employee who:

a. is a parent, or has responsibility for the care, of a child; and

b. is returning to work after taking leave in relation to the birth or adoption of the child,

may request to work part-time to assist the Employee to care for the child.

9.3 An Employee is not entitled to make a request under this clause unless:

a. for an Employee other than a Casual Employee – the Employee has completed at least 12 months of continuous service with the Employer immediately before making the request; or

b. for a Casual Employee – the Employee:

   (i) is a long term Casual Employee of the Employer immediately before making the request; and

   (ii) has a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

9.4 A request made under this clause must be made in writing and set out details of the change sought and the reasons for the change.

9.5 On receipt of a request by an Employee under this clause, the Employer must give the Employee a written response within 21 days, stating whether the Employer grants or refuses the request.

9.6 The Employer may only refuse the request on reasonable business grounds.

9.7 Without limiting what are reasonable business grounds for the purposes of clause 9.6, reasonable business grounds include the following:

a. That the new working arrangements requested by the Employee would be too costly for the Employer;
b. That there is no capacity to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employee;

c. That it would be impractical to change the working arrangements of other Employees, or recruit new Employees, to accommodate the new working arrangements requested by the Employee;

d. That the new working arrangements requested by the Employee would be likely to result in a significant loss in efficiency or productivity; and/or

e. That the new working arrangements requested by the Employee would be likely to have a significant negative impact on customer service.

9.8 If the Employer refuses the request, the written response under clause 9.5 must include details of the reasons for the refusal.

10. PRODUCTIVITY AND EFFICIENCY MEASURES

10.1. The Agreement Implementation PACCT Consultative Committee (PCC) will continue to explore and monitor the following productivity and efficiency measures with a view to implementing change by way of Institute policy:

10.1.1. The identification and development of opportunities for improvement in work practices and processes, e.g.:
• E Recruitment;
• OH&S Improvement Strategies and WorkCover premium reduction;
• Ongoing commitment to improving customer service;
• A reduction in the use of overtime;
• A reduction in the total number of casual hours worked;
• A reduction in duplication and an elimination of waste;
• A reduction in salary costs due to staff taking up purchased leave arrangements; and
• Commitment to providing training opportunities.

10.1.2. Continue to monitor leave management to ensure leave is scheduled in a manner consistent with individual needs and operational effectiveness; and

10.1.3. Develop, in consultation with staff, and implement, employment policies that assist in the retention and attraction of skilled staff, including measures to ensure security of employment consistent with operational requirements.

11. PUBLIC HOLIDAYS

11.1. Employees will be entitled to the following public holidays without loss of pay:
• New Year’s Day;
• Good Friday;
• Easter Saturday;
• Easter Monday;
• Christmas Day;
• Boxing Day;
• Australia Day;
• Anzac Day;
• Queen’s Birthday;
• Labour Day;
• Melbourne Cup Day; and
• Any other day or days gazetted in addition to or substitution of any of the above.
11.2. Where Christmas Day, Boxing Day, New Year’s Day or Australia Day falls on a weekend, a holiday in lieu will be observed on the next following week day which is not a public holiday.

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

11.4. With respect to shift work Employees where Christmas Day, Boxing Day or New Year’s Day falls on a weekend, the weekend day will not be subject to the holiday penalty but the day observed in lieu shall.

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

11.6. **Transfer of recognised public holidays**

Subject to agreement between the Employer and a majority of affected Employees may agree to observe a public holiday on a day other than the day prescribed in 11.1. If this occurs, the day agreed is the Agreement holiday and the actual holiday becomes an ordinary working day. The Employer will advise the Union of such agreement within seven days.

12. **PAYMENT OF SALARIES**

12.1. 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>

12.2. Overtime payments will be paid in the fortnightly pay cycle immediately following the work cycle in which the overtime was worked, providing approved paperwork is submitted to payroll by the pay cut off date.

12.3. 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.

12.4. **Salary records**

Salary payments will be accompanied by a pay slip which will include:

- payments and deductions; and
- sick leave, annual leave and long service leave credits.

13. **HIGHER DUTIES ALLOWANCE**

13.1. Any Employee who is required to act in a position of a higher salary for more than five consecutive days will be paid a higher duties allowance. Higher Duties Allowance will be regarded as salary.

13.2. The higher duties allowance will be the difference between the Employee’s current classification rate and the higher salary rates payable.

13.3. Where the Employee performs the full duties the Manager will authorise to pay the Employee undertaking the higher duties at the entry Sub Level 1 of the higher duty position.

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

13.5. Promotion of 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.
13.6. **Higher duties and (sick leave/annual leave)**
If an Employee in receipt of higher duties allowance commences sick leave, annual leave or workers compensation the Employee will be paid the higher duties rate.

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

14. **SHIFT WORK**
This clause does not apply to an Employee whose salary exceeds that prescribed for the top pay point of PACCT Level 6.

14.1. **Definition**
For the purpose of this clause:

- **Day Shift** means any shift starting at or after 6.00 a.m. and finishing at or before 6.00 p.m. Day shift hours maybe altered on mutual agreement between the Employer and Employee during daylight saving hours.
- **Afternoon Shift** other than for a part-time Employee means a period of duty commencing at or after 10.00 a.m. and before 8.00 p.m.
- **Night Shift** other than for a part-time Employee means a period of duty commencing at or after 8.00 p.m. and before 6.00 a.m.
- **Afternoon or Night Shift** for a part-time Employee means any period of duty commencing at or after 6.00 p.m. and before 8.00 a.m.
- **Ordinary Shift** means any shift on which a shift worker is rostered for duty within the ordinary working hours of the Employee and according to the relevant roster cycle.
- **Overtime Shift** means any shift worked by a shift worker in excess of five shifts per week.

14.2. **Shift work rates**
For the purpose of this clause a salary will include all allowances in the nature of salary.

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

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

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%.
14.4. **Payment for weekend work**

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

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

14.5. **Time off in lieu**

14.5.1. An Employee required to work an ordinary shift on a gazetted public holiday may elect to be paid 150% of the ordinary rate and will be entitled to one day’s leave in lieu of the holiday provided that the Employee notifies the Institute of the election within 14 days of the holiday.

14.5.2. Should a holiday fall within an Employee’s paid leave that Employee will be granted one day’s leave in lieu of the holiday.

14.6. **Alternative shift work arrangements**

14.6.1. On 21 days’ notice of the proposed change upon consultation the Employer and the Employees concerned may agree to extend shifts to up to 9 hours 30 minutes (excluding meal breaks) which would not attract a penalty.

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

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

15. **OVERTIME**

15.1. An Employee will be paid overtime for all authorised time worked in excess of or outside ordinary hours.

15.2. 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. |

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

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

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

15.6. Calculation of overtime pay will not include:

- shift allowances; and
- casual loadings.
15.7. Calculation of overtime pay will include:
   a. higher duties allowance; and
   b. any other allowance in the nature of salary.

15.8. Payment for overtime will not be subject to limitation within a work cycle as detailed in clause 15.2.

15.9. 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.

15.10. **Overtime rates**

*Other than shift Employees*

<table>
<thead>
<tr>
<th>Day worked</th>
<th>Overtime rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monday – Saturday</td>
<td>150% of the ordinary rate for the first 2 hours; and</td>
</tr>
<tr>
<td></td>
<td>200% of the ordinary rate thereafter</td>
</tr>
<tr>
<td>Sunday</td>
<td>200% of the ordinary rate</td>
</tr>
<tr>
<td>Holiday</td>
<td>250% of the ordinary rate</td>
</tr>
</tbody>
</table>

*Shift Employees*

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

15.11. **Time off in lieu of overtime**

15.11.1. An Employee in receipt of a salary not exceeding that prescribed for the top pay point of PACCT Level 6 may, by mutual agreement between the Employee and the Institute reached prior to the overtime being worked, take time off in lieu of overtime payment such time off being calculated in the same manner as prescribed in clause 15.10 for payment for overtime worked.

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

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

15.11.4. The amount of time off in lieu to be taken shall be calculated in the same manner prescribed in clause 15.10.

15.12. **Employee recalled to duty**

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

15.12.2. Where more than one overtime attendance is involved clause 15.12.1 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.

15.13. **Rest relief after overtime**

15.13.1. Reasonable travelling time will mean the period of time normally required to travel from the Employee’s place of residence to the Institute and back.

15.13.2. An Employee will be entitled to at least a ten hour break plus reasonable travelling time without loss of pay between the end of one period of duty and the beginning of the
15.13.3. An Employee required by an Institute to resume or continue to work without having a ten hour break plus reasonable travelling time off duty will be paid at 200% of the ordinary rate of pay until released from duty for a ten hour break plus reasonable travelling time without loss of pay.

15.14. **Employees to work reasonable overtime**

15.14.1. Subject to clause 15.14.2, an Employer may require an Employee to work reasonable overtime at overtime rates at any time during the seven days of the week, e.g. Open Day and/or Enrolment Events.

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

   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.

16. **HOURS OF DUTY**

16.1. 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.

16.2. 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>

16.3. **Meal breaks**

An Employee will not be required to work more than five consecutive hours without a break for a meal, of at least 30 minutes and not more than one hour.

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

16.4. **Rest breaks**

An Employee must be allowed two 10 minute rest breaks on each day as follows:

(a) One 10 minute break between the time of commencing work and the usual meal break; and

(b) A second 10 minute break between the usual meal break and the time of ceasing work.

17. **RATES OF PAY AND TIMING**

17.1. The Parties agree that the classification structure and salary rates contained in the Award shall not apply and that the classification structure in Schedule A shall apply with the following changes to the rates of pay. All Employees under the Agreement shall be paid no less than the rate
appropriate to their classification as specified in Appendix 1.

17.2. In the first pay period following the commencement of the Agreement:

17.2.1. each full-time Employee who is employed at commencement of the Agreement will receive a lump sum payment of $700.00 (gross); and

17.2.2. each part-time Employee who is employed at commencement of the Agreement will receive a lump sum payment of $700.00 (gross) pro rata; and

17.2.3. for the avoidance of any doubt, Casual Employees are not entitled to a lump sum payment under this sub-clause.

INCREMENTAL PROGRESSION

17.3. Incremental progression through classification levels contained in Appendix 1 is dependent upon the completion of 12 months on a current incremental pay point and the Institute’s formal assessment that the Employee has effectively and efficiently carried out all of the functions and responsibilities of their position description – including agreed annualised outcomes that are directly aligned to achieving the Institute’s Strategic and Business Plans.

17.4. Should the Employer deem that the performance of an Employee is unsatisfactory and that incremental progression should not occur, the Employer shall advise the Employee in writing of the reasons for this decision no later than three months prior to their incremental date.

17.5. Any Employee whose incremental progression is withheld due to unsatisfactory performance shall be provided with specific remedial activities including additional staff development training, increased direct supervision and regular performance improvement meetings between the Employee and their Employer. These shall take place over an agreed period of not less than three months.

17.6. Should the unsatisfactory performance issues be successfully resolved by the end of the agreed period, the Employee shall be eligible for any incremental progression previously withheld and back paid to their anniversary date.

17.7. The Employer will advise the Union of all instances where incremental progression is being withheld due to unsatisfactory performance.

18. MODES OF EMPLOYMENT

18.1. The parties agree that the preferred mode of employment is ongoing but accept that some fixed term or casual employment is necessary. Such fixed term or casual employment will comply with the terms of the Agreement and will not be used to substitute for ongoing employment.

18.2. The Institute shall engage Employees on terms that correspond with one or other of the types of employment prescribed by this clause and in accordance with the Agreement.

18.3. The types of employment shall be:

18.3.1. ongoing, whether on a full-time or part-time basis; or

18.3.2. fixed term; or

18.3.3. casual.

18.4. On engagement, the Institute shall provide Employees other than Casual Employees, with an instrument of appointment that stipulates the type of employment and informs the Employees of the terms of engagement at the time of appointment in relation to the following:

18.4.1. The date employment is to commence;

18.4.2. The date employment is to cease (where applicable);

18.4.3. The classification and rate of pay to be received by the Employee;

18.4.4. The hours of duty and time/s of attendance of the Employee including the time fraction to be worked; and

18.4.5. The other main terms and conditions of employment applicable to the Employee
including the identity of the Institute, and the documentary or other recorded sources from which such conditions derive and the duties and reporting relationships to apply upon appointment.

18.4.6. The Institute will provide a position description for all roles including for Casual Employees.

18.5. The Employer will normally only engage Employees on fixed term contracts in circumstances where:

18.5.1. the position is funded from a specific purpose grant for a project of limited duration;

18.5.2. the position is vacant as a result of an Employee’s absence on leave (paid or unpaid) or secondment;

18.5.3. a new organization area is implemented and no decision has been made as to whether the area will continue operations beyond twelve (12) months. For the purpose of the provision, new organisational area shall not include areas providing substantially similar services as have existed previously; or

18.5.4. there has been a new position created to cover short-term peak workloads for a period of twelve (12) months or less.

18.6. For Casual Employees, the Institute shall provide documentation outlining duties required and their classification level, the estimated number of hours required to be performed, the applicable hourly rate of pay and a statement that any additional duties required during the term will be paid for.

18.7. A Casual Employee will receive a loading of 25 per cent in addition to the minimum rate of pay for their classification under the Agreement. The loading compensates the Casual Employee for paid leave (excluding long service leave) and other entitlements connected with permanent employment, including but not limited to redundancy and notice of termination of employment.

18.8. An Employee may only be employed on a casual basis where the work is of an irregular nature or for a period not greater than ten (10) weeks, unless otherwise agreed jointly by the Employer, Employee and the Union.

18.9. A Casual Employee will be paid for a minimum of four (4) hours, at the ordinary hourly casual rate, for each attendance, whether or not the time for which the person is hired is less than four (4) hours.

18.10. Where an Employee has two (2) or more years of contiguous fixed term employment, or is engaged on a second or subsequent fixed term contract of employment, and the Employer intends the duties of the Employee to be continued to be performed, the Employee may apply to have their mode of employment converted to ongoing employment and the Employer shall not unreasonably reject such an application.

18.11. An Employee appointed specifically to replace another Employee on leave or other approved release shall perform the full range of duties that would have been performed by the Employee being replaced.

PRO RATA APPLICATION

18.12. The provisions of the Agreement shall apply on a pro rata basis for Employees employed less than thirty eight (38) hours per week and/or less than fifty two (52) weeks per annum.

19. **CONSULTATION**

Consultation obligations

Changes to regular roster or ordinary hours of work

19.1. The Employer is required to consult the Employees to whom the Agreement applies about a change to their regular roster or ordinary hours of work.

19.2. The Employees may appoint a representative (which may be the Union) for the purposes of that
consultation.

19.3. For a change to the Employees' regular roster or ordinary hours of work, the Employer is required to:

a. provide information to the Employees about the change; and

b. invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and

c. consider any views given by the Employees about the impact of the change.

Major Workplace Change

19.4. The Employer is required to consult the Employees to whom the Agreement applies and the NTEU about a proposed major workplace change that is likely to have a significant effect on the Employees.

19.5. The Employees may appoint a representative (which may be the Union) for the purposes of that consultation.

19.6. In relation to clause 19.4 'significant effect' is where proposed changes may result in:

a. the Employee's position being made surplus to requirements with the possibility of redeployment or separation of employment;

b. alteration to the Employee's hours of work, i.e. reduction of time fraction;

c. reduction to an Employee's classification or rate of pay;

d. the need to relocate the Employee to another Campus where their ongoing or fixed term contract defines a specific Campus;

e. reduction in career path opportunities/prospects within a department due to restructure of that department, decreasing positions directly above a position;

f. changes in the composition, operation or size of the Employer's workforce or the skills required by Employees; or

g. the elimination or diminution of job opportunities (including opportunities for promotion).

19.7. The Employer shall discuss with the Employees affected and the Employee's representative and the Union, the proposed changes referred to in clause 19.4 above, the effects the changes are likely to have on Employees, measures to avert or mitigate the adverse effects of such changes on Employees, and shall give prompt consideration to matters raised by the Employees and/or the Employee’s representative and the Union, in relation to the proposed changes including the impact of the change (including any impact in relation to family or caring responsibilities of the affected Employees).

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

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

19.10. The Employer will have regard to matters raised in discussions with affected Employees and the Employee’s representative and the Union, but the Employer shall retain the right to decide on the introduction of the changes.

Consultation regarding implementation of the Agreement

19.11. The parties recognise that there will be significant consultation during the period of the Agreement on matters involving implementation of the Agreement. To this end, the parties are committed to a cooperative approach to such matters involving joint participation and consultation.
19.12. A PACCT Consultative Committee (PCC) will be established within one (1) month of the commencement of the Agreement for the purpose of implementing and monitoring the Agreement. The PCC will also be the forum through which the Institute and the Union consult generally on Agreement implementation matters affecting Employees. The PCC shall meet during ordinary hours.

19.13. The PCC will comprise up to three (3) Institute representatives and up to three (3) NTEU nominees. It is recognised that from time to time additional representation on behalf of the Institute or the Union may be involved.

19.14. The PCC will meet regularly, and as required, to discuss issues arising from the Agreement and matters contained within the Agreement and on any other matter on which consultation may be required.

19.15. The PCC will provide a report and/or recommendation, as appropriate, to the CEO on the matter/s under discussion. The Institute will provide the time and resources necessary for the PCC to perform its role.

19.16. Either the Institute or the NTEU nominees may request a meeting of the PCC to discuss any matter in respect of the implementation of the Agreement.

20. **DISPUTE RESOLUTION PROCESS**

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

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

**DISPUTE AVOIDANCE**

20.3. The parties acknowledge that disputes should be avoided during the period of the Agreement. Early communication of potential problems will occur between the parties. Consultation will occur in good faith aimed at avoiding conflict.

20.4. The parties agree to discuss all potential issues arising from the Agreement as well as disputes pertaining to the NES at the earliest possible time. The parties acknowledge:

20.4.1. that it is critical that there is minimal disruption to the Institute’s operations, and

20.4.2. that for any industrial matter between the parties, the following procedures should be followed for the purpose of avoiding disputes.

**DISPUTE RESOLUTION PROCEDURE**

20.5. Every effort will be made to resolve disputes regarding matters about the Agreement or the NES at the local level, and where possible, be settled by discussion between the Employee (or their representatives) and the immediate Manager or between the Union and the Employer as appropriate.

20.6. The Union shall be notified of all instances where the Dispute Resolution Procedures have been formally invoked.

20.7. The parties to the dispute should use their best endeavours to ensure the continuation of work as normal while the dispute is being resolved and neither party will take any action likely to exacerbate the dispute. This includes the maintenance of the preexisting status quo or establishment of a mutually acceptable holding position pending the resolution of the dispute.

20.8. If unresolved, the Employee has the right to involve a Union officer or delegate or other Employee representative in a further discussion with the immediate Manager or between the Union and the Employer as appropriate.

20.9. If unresolved, or at the request of either party, the Employee shall have access to a Dispute Settlement Committee within seven (7) days unless otherwise agreed. Where the dispute exists between the Union and the Employer, either party may request the establishment of the Dispute
Settlement Committee.

20.10. The Dispute Settlement Committee shall be a committee of the Institute Board and shall consist of:
20.10.1. two (2) nominees of the Institute Board; and
20.10.2. two (2) nominees of the NTEU, one of whom may be an officer of the Union.

20.11. The Employee and the Manager involved in the dispute may nominate a representative other than a legal practitioner or a family member to support them at the Dispute Settlement Committee or at any stage during the dispute process.

20.12. The Dispute Settlement Committee shall determine its own procedures for the purpose of considering the dispute but shall be required to report to the Institute Board within five (5) working days of being established.

20.13. On receiving the report from the Dispute Settlement Committee, the Institute Board shall indicate in writing whether the recommendations of the Dispute Settlement Committee have been accepted or not. This decision shall be communicated in writing to the Dispute Settlement Committee and the parties to the dispute within ten (10) working days of receiving the report from the Dispute Settlement Committee.

20.14. Nothing in this part shall be read as preventing an Employee from seeking assistance and/or representation from the Union or any other Employee representative at any time.

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

20.16. If unresolved, either party may notify the Commission. The Commission may use powers of conciliation and arbitration to resolve the issue/s in dispute. The parties shall be bound by the decision of the Commission.

21. DISCIPLINE PROCEDURES

Principles

21.1. The Institute is committed to ensuring that any disciplinary processes are followed in accordance with legislative standards and principles of natural justice.

21.2. Procedures are to be developed that are consistent, fair and equitable and that ensure the standards and principles mentioned in clause 21.1 above are applied.

21.3. The procedures will also comply with the following:
• The procedures are to be documented and accessible;
• Any disciplinary processes are to be resolved in a timely manner;
• Sanctions, if applied, are to be appropriate;
• Decisions and processes are to embody the principles of natural justice;
• Decisions are to be documented and capable of review; and
• Appropriate confidentiality is to be maintained.

21.4. The principal objective of disciplinary procedures is to encourage improvement in work performance and/or conduct of Employees. Procedures are to be considered in the context of professional development and performance management.

21.5. The following principles of natural justice are to apply:
• Any allegation against an Employee shall be made known to that Employee;
• The Employee shall be given the opportunity to respond to the allegations and have their responses considered;
• All investigations must be thorough and decisions must be made by persons with appropriate authority;
• An Employee shall be given the opportunity to improve work behaviour or conduct before sanctions are applied (except in the circumstance of serious misconduct);
• Employees are not to be subject to any victimisation or discrimination as a result of
being subjected to a disciplinary process;

- Clear warnings are to be provided to Employees of the possible consequences of disciplinary processes, including the option of dismissal; and
- In all instances, appropriate confidentiality shall be maintained.

21.6. Application of the procedures will take into consideration:

- length of service of the Employee;
- previous record of the Employee;
- seriousness of poor performance and misconduct; and
- prior occurrences/warnings of poor performance or misconduct.

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

Definitions

Serious misconduct is defined as:

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

Procedures

21.8. Managers are required in the first instance to attempt to resolve disciplinary matters (other than cases of serious misconduct) informally at the local workplace level.

21.9. The Manager is required to arrange a meeting to advise the Employee of any allegations of poor performance or misconduct (claims of serious misconduct are to be dealt in accordance with Clause 21.21). This initial advice may be verbal or in writing. If the advice is provided verbally, Managers are required to keep appropriate diary notes. Any diary notes made will be accessible by the Employee at their request.

21.10. The Employee may have another person with them for support. That person will normally be another member of staff or Union representative (local Branch official or official from NTEU Victorian Division), they may not be a family member or legal counsel, and is in attendance to only provide advice and support to the Employee. Advice and support does not include advocacy on the Employee’s behalf.

21.11. The Employee is to be given every opportunity to respond to any allegations. This may be at the initial meeting or at another meeting to be held within three (3) working days of the initial meeting.

21.12. Following the response from the Employee, consideration and investigation of issues raised will be undertaken by the relevant Manager, and a decision made regarding continuance of the disciplinary procedures.

21.13. Where it is found the allegations are unsubstantiated, this will be conveyed to the Employee as soon as possible and any written material regarding the allegations or the investigation will be destroyed.
21.14. Where the allegations are substantiated, and where appropriate, a strategy to deal with/rectify the problem is to be determined (this may include an agreed performance plan and targeted professional development) and a review process within a three (3) month period determined. A formal record of the strategy and review process is to be documented and signed by both parties. In the event the Employee refuses to sign the document, a note should be attached explaining their reasons for not signing. The Employee may attach a dissenting statement.

21.15. At the conclusion of the review period, a meeting is to be conducted between the Employee and their Manager to determine whether the measures to rectify the problem have been successful. Another person may accompany the Employee under the same terms as in clause 21.10.

21.16. If the measures have been met, the Employee is to be advised in writing that the disciplinary process will cease. A copy of all documentation is to be handed to the Employee and a copy is to be retained on the Employee’s confidential personnel file.

21.17. If the measures have not been met, the Employee will be provided with a formal first written warning, and a further strategy to rectify the problem is to be established with a review process within a three (3) month period determined. The written warning is to include a summary of possible consequences if the desired level of work performance is not met, including the option of dismissal. The strategy and review process is to be documented and treated in a similar manner as described in clause 21.14.

21.18. At the conclusion of the review period, a meeting will be conducted between the Manager and the Employee to determine if the measures to rectify the problem have been met. Another person may accompany the Employee under the same terms as in clause 21.10.

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

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

**Serious Misconduct**

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

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

**Appeals Process**

21.22. Staff with a grievance regarding the implementation of clause 21 may access the Dispute Resolution process in clause 20 within this document.

**Termination**

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

21.24. An Employee terminated following a disciplinary process will be entitled to the following notice periods:

<table>
<thead>
<tr>
<th>Period of Continuous Service</th>
<th>Period of Notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not more than 1 year</td>
<td>At least 1 week or payment in lieu of this period</td>
</tr>
<tr>
<td>More than 1 year but not more than 3 years</td>
<td>At least 2 weeks or payment in lieu of this period</td>
</tr>
<tr>
<td>More than 3 years but not more than 5 years</td>
<td>At least 3 weeks or payment in lieu of this period</td>
</tr>
<tr>
<td>More than 5 years</td>
<td>At least 4 weeks or payment in lieu of this period</td>
</tr>
</tbody>
</table>
22. **STAFF DEVELOPMENT**

22.1. The parties are committed to staff development during the life of the Agreement so as to maintain and enhance the skills and capabilities required of PACCT staff and to encourage minimum qualification expectations for different levels of PACCT staff.

22.2. Key areas of staff development include:

22.2.1. base training, maintenance and upgrade of the specific skills and knowledge required to Institute’s various Management Information Systems;

22.2.2. base training, maintenance and upgrade of specific customer service skills and/or other skills directly linked to any agreed service standard for a particular service and support function;

22.2.3. enhancement of personal work practices; and

22.2.4. encouragement of minimum qualifications for different levels of PACCT staff:

- PACCT 2 – encouraged to have a minimum of Certificate III with the opportunity to obtain a Certificate IV or equivalent training, qualifications and/or experience;
- PACCT 3 / PACCT 4 – encouraged to have a minimum of Certificate IV with the opportunity to obtain a Diploma or equivalent training, qualifications and/or experience; and
- PACCT 5 and higher – encouraged to have a minimum of a Diploma with the opportunity to obtain a Degree or equivalent training, qualifications and/or experience.

22.3. The Institute will provide a minimum of 76 hours staff development per annum to all Employees except Casual Employees, and pro rata to part-time Employees.

22.4. Staff development will be offered throughout the year as appropriate with all training registered on the Institute’s Human Resource system against Employees’ records.

23. **LEAVE**

The following leave provisions do not apply to Casual Employees, unless expressly provided.

**ANNUAL LEAVE**

23.1. **Credit of annual leave**

23.1.1. In accordance with the NES, an Employee (other than a Casual Employee) will accumulate four (4) weeks of annual leave for each year of continuous service. Annual leave entitlements will be displayed on Employees’ fortnightly payslips.

23.2. **Annual leave entitlement**

<table>
<thead>
<tr>
<th>Employee</th>
<th>Annual leave entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 Day shift Employee</td>
<td></td>
</tr>
<tr>
<td>• working ten Sundays or more</td>
<td>Five weeks pro rata</td>
</tr>
<tr>
<td>• working less than ten Sundays</td>
<td>Four weeks plus 1/2 day for each Sunday worked</td>
</tr>
<tr>
<td>All other Employees</td>
<td>Four weeks, pro rata</td>
</tr>
</tbody>
</table>

23.3. **When annual leave can be taken**

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

23.3.2. The Employer and the Employee may agree that the annual leave entitlement may accrue up to a maximum of eight (8) weeks entitlement provided that:

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

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

23.4. The Employer may allow an Employee to take annual leave in advance of the entitlement accruing.

23.5. A staff member with accrued leave in excess of eight (8) weeks as at the date on which the Agreement takes effect, may be directed to take such annual leave as accrues beyond that date, within the year in which it accrues.

23.6. The Employer may, at its absolute discretion, allow for an Employee to take leave in advance of accrual.

23.7. **Institute close-down period**

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

23.8. **Payment for annual leave**

23.8.1. The payment for agreed annual leave will be paid as per the normal fortnightly pay cycle, unless otherwise agreed between the Employee and the Employer.

23.9. **Annual leave loading**

23.9.1. Subject to clause 23.9.2, the leave loading payable to an Employee will be 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.

23.9.2. For an Employee classified above the top pay point of PACCT Level 6, the rate of pay applicable for the top pay point of PACCT Level 6 will be used in determining the Employee’s annual leave loading entitlement, instead of the Employee’s actual rate of pay.

23.9.3. Annual leave loading will be paid annually in the first pay period in December.

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

23.10. **Cashing out of annual leave**

23.10.1. If an Employee requests to cash out accrued paid annual leave within six (6) months from commencement of the Agreement, the Institute and an Employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the Employee.

23.10.2. An agreement under clause 23.10.1 must be in writing and must state:

a. the amount of leave to be cashed out and the payment to be made to the Employee for it; and

b. the date on which the payment is to be made.

23.10.3. An agreement under clause 23.10.1 must be signed by the Institute and Employee and, if the Employee is under 18 years of age, by the Employee’s parent or guardian.

23.10.4. The payment must not be less than the amount that would have been payable had the Employee taken the leave at the time the payment is made.

23.10.5. An agreement must not result in the Employee’s remaining accrued entitlement to paid annual leave being less than four (4) weeks.

23.10.6. The maximum amount of accrued paid annual leave that may be cashed out is two (2) weeks.

23.10.7. The Employer must keep a copy of an agreement made under clause 23.10.1 as an Employee record.
23.10.8. Annual leave may not be cashed out unless the Employee provides a request in writing to cash out accrued paid annual leave with their Manager within six (6) months of commencement of the Agreement.

PERSONAL LEAVE

The provisions of 23.11 to 23.15 apply to all Employees other than Casual Employees. See clause 23.16 for Casual Employees’ entitlements.

23.11. **Amount of paid personal/carer’s leave**

23.11.1. 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.

23.11.2. On commencement of service an Employee (other than Casual Employees) shall be entitled to a credit of 15 days of personal leave. Upon each year of service thereafter on the anniversary of commencement a further 15 days credited. Part-time Employees will be entitled to a proportionate entitlement.

23.11.3. Unused personal leave shall be cumulative.

23.11.4. Use of annual leave or leave without pay:

23.11.4.1. 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.

23.11.4.2. Prior to the 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.

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

23.11.4.4. An Employer may approve additional paid leave in advance of an entitlement.

23.11.5. **Immediate family or household**

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.

23.11.6. **Use of accumulated personal/carer’s leave**

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.

23.12. **Proof of illness**

23.12.1. 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.

23.12.2. 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 year. If an Employee fails to provide a medical 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.

23.12.3. 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.

23.12.4. 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.

23.12.5. **Infectious Disease**

If the Employer has reason to believe that the Employee’s illness is a danger to other Employees, the absence of the Employee will be prescribed by law if applicable.

23.13. **Use of carer’s leave**

23.13.1. Employees may access all existing personal leave entitlements as carer’s leave, provided appropriate evidence is provided to the Employer.

23.13.2. In normal circumstances an Employee must not take carer’s leave under this clause where another person has taken leave to care for the same person. The Employee must give the Employer notice as soon as practical (which may be a time after the leave has started) of 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.

23.14. **Absence on public holidays**

If the period during which an Employee takes paid personal/carers 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/carers leave on that public holiday.

23.15. **Unpaid personal leave**

Where an Employee has exhausted all paid personal/carers leave entitlements, they are entitled to take unpaid carer’s leave to provide care or support in the circumstances outlined in clause 23.11.1(c) or (d). The organisation and the Employee will agree on the period. In the absence of agreement the Employee is entitled to take up to two (2) days’ unpaid carer’s leave per occasion (taken in accordance with the NES, single continuous period of two days or separate periods as agreed).

23.16. **Casual Employees – caring responsibilities**

23.16.1. Casual Employees are entitled to be unavailable to attend work or to leave work 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.

23.16.2. The Employer and the Employee will agree on the period for which the Employee will be entitled to be unavailable to attend work. In the absence of agreement, the Employee is entitled to not be unavailable to attend work for up to two (2) days per occasion (taken in accordance with the NES, single continuous period of two days or separate periods as agreed). The Casual Employee is not entitled to any payment for the period of non-attendance.
23.16.3. The Employer will require the Casual Employee to provide satisfactory evidence to support the taking of this leave.

23.16.4. The Employer must not fail to re-engage a Casual Employee because the Employee accessed the entitlements provided for in sub clauses 23.16.1 and 23.16.2 above. The rights of the Employer to engage or not engage a Casual Employee are otherwise not affected.

COMPASSIONATE LEAVE

23.17. Amount of compassionate leave

23.17.1. 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 their life;
b. sustains a personal injury that poses a serious threat to their life; or
c. dies.

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

23.17.3. Such leave does not have to be taken consecutively.

23.17.4. An Employee may take unpaid compassionate leave by agreement with the Employer.

23.17.5. The Employer will require the Employee to provide satisfactory evidence to support the taking of compassionate leave.

23.17.6. A Casual Employee is entitled to compassionate leave in accordance with the above provisions except that the compassionate leave is unpaid.

LONG SERVICE LEAVE

23.18. Clauses 23.19 to 23.26 do not apply to Casual Employees.

23.19. On completion of 7 years continuous service, an Employee will be entitled to 9.1 weeks paid long service leave.

23.20. For each additional year of continuous service after 7 years an extra 1.3 weeks accrue.

23.21. Where an Employee with not less than four (4) years completed service, dies, or is terminated on account of retirement, ill health or redundancy, the Employer will pay the Employee or their representative a sum equal to 1/40th of the period of service.

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

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

23.24. An Employee will be required to give at least six (6) months’ notice of their intention to take long service leave. By agreement the notice period can be less than six (6) months.

23.25. When calculating the Employee’s entitlement to long service leave the following will be taken into account –

23.25.1. Periods of employment in state schools, state departments, state government authorities, municipal or local government authorities, commonwealth authorities, universities and TAFE Institutes, provided there has not been a break in continuous employment of more than twelve months; and

23.25.2. Service during which the Employee took annual leave, paid sick leave, paid maternity leave, paid adoption leave, paid paternity leave, or any other paid leave authorised by the Employer as counting towards service.

23.26. Long Service Leave will be paid at the rate applicable at the time of taking of the leave or receiving
payment in lieu of leave.

CEREMONIAL LEAVE

23.27. An Aboriginal or Torres Strait Islander is a person who identifies as such and furthermore is regarded as an Aboriginal person or Torres Strait Islander by members of their community.

23.28. An Employee who is legitimately required by Aboriginal or Torres Strait tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes shall be entitled to apply for up to ten (10) working days unpaid leave in any period of two (2) years.

23.29. These days may include, but will not be limited to tombstone openings, attendance at funerals, smoking of houses, initiation ceremonies, National Aboriginal or Torres Strait Islander Observance Week, Coming of the Light, or to attend other such ceremonies deemed by the elders to be significant.

23.30. Leave must be applied for and approved prior to absence and leave taken in accordance with the provisions of this clause shall count as service for all purposes.

BLOOD DONOR LEAVE

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

OCCUPATIONAL WELFARE

23.32. In circumstances where an Employee has exhausted all accrued leave credits and at the request of the individual, or where the Institution is of the opinion that a problem is adversely affecting the Employee’s work performance, including but not limited to:

23.32.1. alcohol and drug dependency;
23.32.2. marriage and/or family problems; and
23.32.3. compulsive gambling.

23.33. The Institute may grant the Employee leave with pay or without pay to undertake an approved rehabilitation program. Failure to undertake such an approved rehabilitation program may necessitate the Institute referring to the relevant Institute Policy for an alternative remedy.

PARENTAL LEAVE

23.34. Application

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

23.34.1. the leave is associated with:
   a. the birth of a child of the Employee or the Employee’s Spouse; or
   b. the placement of a Child with the Employee for adoption; and

23.34.2. the Employee has or will have a responsibility for the care of the child.

23.35. Definitions

For the purposes of this clause:

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

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

23.35.3. **Child** means:
   a. in relation to birth-related leave, a child (or children from a multiple birth) of the Employee or the Employee’s Spouse;
   b. 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.

23.35.4. **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.

23.35.5. **Secondary Caregiver** means a person who has parental responsibility for the Child but is not the Primary Caregiver.

23.35.6. **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.

23.36. **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><strong>Primary Caregiver</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>More than 12 months service</td>
<td>14 weeks</td>
<td>Up to 38 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Less than 12 months service</td>
<td>0</td>
<td>Up to 52 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Eligible Casual Employee</td>
<td>0</td>
<td>Up to 52 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td><strong>Secondary Caregiver</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>More than 12 months service</td>
<td>2 weeks</td>
<td>Up to 50 week</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Less than 12 months service</td>
<td>0</td>
<td>Up to 52 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Eligible Casual Employee</td>
<td>0</td>
<td>Up to 52 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td><strong>Pre-natal Leave</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Pregnant Employee</td>
<td>15.2 hours</td>
<td>0 hours</td>
<td>15.2 hours</td>
</tr>
<tr>
<td>Spouse</td>
<td>7.6 hours</td>
<td>0 hours</td>
<td>7.6 hours</td>
</tr>
<tr>
<td><strong>Permanent Care Leave</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>More than 12 months service</td>
<td>2 weeks</td>
<td>Up to 52 weeks</td>
<td>54 weeks</td>
</tr>
<tr>
<td>----------------------------</td>
<td>---------</td>
<td>----------------</td>
<td>---------</td>
</tr>
<tr>
<td>Less than 12 months service</td>
<td>0</td>
<td>Up to 52 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Grandparent Leave</td>
<td>0</td>
<td>Up to 52 weeks</td>
<td>52 weeks</td>
</tr>
</tbody>
</table>

23.37. **Parental Leave – Primary Caregiver**

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

a. 14 weeks paid parental leave; and

b. up to 38 weeks unpaid parental leave.

23.37.2. An Employee who will be the Primary Caregiver but has not completed at least twelve (12) months paid Continuous Service at the time of the birth or adoption of their Child, is entitled to up to 52 weeks unpaid parental leave.

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

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

a. if their Spouse is, or will be, the Primary Caregiver at the time of the birth or adoption of their Child;

b. if their Spouse has received, or will receive, paid maternity leave, primary caregiver entitlements, or a similar entitlement, from their Employer; or

c. if the Employee has received, or will receive, Secondary Caregiver parental leave entitlements in relation to their Child.

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

23.38. **Parental Leave – Secondary Caregiver**

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

a. 2 weeks paid parental leave; and

b. up to 50 week unpaid parental leave.

23.38.2. An Employee who will be the Secondary Caregiver but has not completed at least twelve (12) months paid Continuous Service at the time of the birth or adoption, is entitled to up to 52 weeks unpaid parental leave.

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

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

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

23.39. **Pre-Natal Leave**

23.39.1. A pregnant Employee will have access to paid leave totalling up to 15.2 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.

23.39.2. 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.

23.39.3. 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.

23.39.4. Paid pre-natal leave is not available to Casual Employees.

23.40. **Pre-adoption leave**

23.40.1. 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.

23.40.2. 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.

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

23.40.4. The Employer may require the Employee to provide satisfactory evidence supporting the leave.

23.41. ** 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.

23.42. **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.

23.43. **Continuing to work while pregnant**

23.43.1. 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:

a. continues to work within a six (6) week period immediately prior to the expected date of birth of the child; or

b. is on paid leave under clause 23.45.2.

23.43.2. The Employer may require the Employee to start parental leave if the Employee:

a. does not give the Employer the requested certificate within seven days of the request; or

b. gives the Employer a medical certificate stating that the Employee is unfit to work.

23.44. **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 23.11.

23.45. **Transfer to a Safe Job**

23.45.1. 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.

23.45.2. 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:

a. when the Employee is certified unfit to work during the six (6) week period before the expected date of birth by a registered medical practitioner; or

b. when the Employee’s pregnancy results in the birth of a living child or when the Employee’s pregnancy ends otherwise than with the birth of a living child.

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

23.46. **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:

23.46.1. 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 23.11.

23.46.2. 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 23.36 and thereafter, to unpaid special maternity leave.

23.47. **Notice and evidence requirements**

23.47.1. An Employee must give at least ten (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:

a. that the Employee will become either the Primary Caregiver or Secondary Caregiver of the Child, as appropriate;

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

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

23.47.2. At least four (4) 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 23.47.1, unless it is not practicable to do so.

23.47.3. The Employer may require the Employee to provide evidence which would satisfy a reasonable person of:

a. 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

b. 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.

23.47.4. 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.

23.48. **Commencement of parental leave**

23.48.1. 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.

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

23.48.3. Secondary caregiver parental leave may commence on the day of birth or placement of
the Child.

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

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

23.49. **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.

23.50. **Employee Couple – Concurrent Leave**

23.50.1. Two Employees covered by the Agreement may take up to eight (8) weeks concurrent
leave in connection with the birth or adoption of their Child.

23.50.2. 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.

23.50.3. 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.

23.51. **Parental Leave and Other Entitlements**

23.51.1. An Employee may in lieu of, or in conjunction with, parental leave, access any annual
leave or long service leave entitlements which they have accrued subject to the total
amount of leave not exceeding 52 weeks or a longer period as agreed under clause
23.53.2.

23.51.2. Where a Public Holiday occurs during a period of paid parental leave, the Public Holiday
is not to be regarded as part of the paid parental leave and the Employer will grant the
Employee a day off in lieu, to be taken by the Employee immediately following the
period of paid parental leave.

23.51.3. Unpaid parental leave under clause 23.37, 23.38, 23.53, and 23.55 shall not break an
Employee’s continuity of employment but it will not count as service for leave accrual or
other purposes.

23.52. **Keeping in touch days**

23.52.1. 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.

23.52.2. Keeping in touch days must be agreed and be in accordance with section 79A of the Act.

23.53. **Extending parental leave**

23.53.1. **Extending the initial period of parental leave**

a. An Employee who is on an initial period of parental leave of less than 52 weeks
under clause 23.37 or 23.38, may extend the period of their parental leave on one
occasion up to the full 52 week entitlement.

b. 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.

23.53.2. **Right to request an extension to parental leave**

a. An Employee who is on parental leave under clause 23.37 or 23.38 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.

b. 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.

c. 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.

d. 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.

e. The Employer must not refuse the request unless the Employer has given the Employee a reasonable opportunity to discuss the request.

f. 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.

23.53.3. **Total period of parental leave**

a. The total period of parental leave, including any extensions, must not extend beyond 24 months for each child born or adopted.

b. 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 23.37 or 23.38 will reduce by the period of any extension taken by a member of the couple under clause 23.53.

23.54. **Calculation of pay for the purposes of parental leave**

23.54.1. 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.

23.54.2. The average number of weekly hours worked by the Employee, determined in accordance with clause 23.54.1 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.

23.54.3. Despite clause 23.54.1, an Employee who reduces the time fraction they work to better cope during pregnancy will not have their subsequent paid parental leave reduced accordingly.

23.54.4. **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.

23.55. **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.

23.56. **Returning to Work**

23.56.1. Returning to work early

a. 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.

b. 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.

23.56.2. Returning to work at conclusion of leave
   a. 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.
   b. Subject to clause 23.56.2(c) can Employee 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 23.45 above, the Employee will be entitled to return to the position they held immediately before such transfer.
   c. 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.

23.56.3. Returning to work at a reduced time fraction
   a. 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.
   b. Where an Employee wishes to make a request under clause 23.56.3a., 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.

23.57. Consultation and Communication during Parental Leave
   23.57.1. 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:
      a. make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
      b. provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
   23.57.2. The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee’s decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
   23.57.3. The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer’s capacity to comply with clause 23.57.1

23.58. Extended Family Leave
   23.58.1. 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.
   23.58.2. The Employee must make an application for extended family leave each year.
   23.58.3. An Employee will not be entitled to paid parental leave whilst on extended family leave.
   23.58.4. Upon return to work the Employer may reallocate the Employee to other duties.

23.59. Replacement Employees
   23.59.1. 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.

23.59.2. Before an Employer engages a replacement Employee the Employer must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

23.59.3. It is agreed that the limitation in clause 18.1 on the use of fixed term employment to replace the Employee does not apply in this case.

23.60. **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.

**PURCHASED LEAVE**

23.61. An Employee may, with the agreement of the Employer, purchase leave in accordance with this clause. Access to this entitlement may only be granted on application from an Employee and cannot be required as a precondition for employment.

23.62. All Employees who are engaged on a fixed term or ongoing basis (who are not in a probationary period) may apply for a purchased leave arrangement.

23.63. Such arrangements, once approved by the CEO or their nominee will commence as at 1 January of the next calendar year and run for a period of twelve (12) months until 31 December of that year.

23.63.1. Consideration will be given to Employees engaged on short term contracts (who are not on probation), who may wish to apply for purchased leave on a pro rata basis in line with their contract duration. Under this arrangement the minimum period of the purchased leave employment arrangement will be three (3) months. Applications will be considered subject to operational needs of the business.

23.64. Towards the end of the twelve (12) month period, the Employee will be given the choice to revert to a non-purchased leave arrangement or reapply for a further twelve (12) months of purchased leave which must be agreed to by the Employer for it to continue.

23.65. Purchased leave is in addition to the annual leave entitlement of four (4) weeks (pro-rata).

23.66. Where the Employer and an Employee agree on a purchased leave arrangement, the proportion of annual salary and weeks of leave applicable to an Employee will be as follows:

<table>
<thead>
<tr>
<th>Proportion of annual salary</th>
<th>Number of additional weeks of purchased leave</th>
<th>Total amount of leave (purchased and annual leave)</th>
</tr>
</thead>
<tbody>
<tr>
<td>46/52 weeks</td>
<td>Additional 6 weeks’ leave</td>
<td>10 weeks in total</td>
</tr>
<tr>
<td>47/52 weeks</td>
<td>Additional 5 weeks’ leave</td>
<td>9 weeks in total</td>
</tr>
<tr>
<td>48/52 weeks</td>
<td>Additional 4 weeks’ leave</td>
<td>8 weeks in total</td>
</tr>
<tr>
<td>49/52 weeks</td>
<td>Additional 3 weeks’ leave</td>
<td>7 weeks in total</td>
</tr>
<tr>
<td>50/52 weeks</td>
<td>Additional 2 weeks’ leave</td>
<td>6 weeks in total</td>
</tr>
<tr>
<td>51/52 weeks</td>
<td>Additional 1 weeks’ leave</td>
<td>5 weeks in total</td>
</tr>
</tbody>
</table>

23.66.1. The Employee will receive a salary equal to the period worked (e.g. 48 weeks, 49 weeks) which will be spread over a 52 week period.

23.66.2. The accrual of annual, personal/carer’s leave and long service leave by the Employee shall remain unchanged.
23.67. During the period an Employee participates in a purchased leave arrangement, their superannuation contributions will reduce to the level based on their actual salary for that year.

23.68. An Employee who elects to take up a purchased leave arrangement may choose to maintain, subject to the requirements of the relevant superannuation scheme, the Employee and Employer’s superannuation contributions on a fulltime or their original part-time employment basis, and the Institute shall be obliged to cover only the cost of Employer contributions at the Purchased Leave rate.

23.69. Employees availing themselves to a purchased leave arrangement will retain benefits accrued on their full-time or part-time basis that applied prior to the Employee entering into a purchased leave arrangement.

23.70. Any leave loading will only apply to the Employee’s four (4) weeks annual leave.

23.71. In approving the Employee request to move to the purchased Leave arrangement the Manager must ensure:

23.71.1. that the reallocation of workloads is subject to consultation with affected Employee/s and does not create an unreasonable workload for any other Employee/s;

23.71.2. that agreement is reached as early as possible as to when the additional purchased leave will be taken; and

23.71.3. the taking and accrual of annual leave must be in accordance with clauses 23.1-23.10 of the Agreement and must be based on the operational requirements of the area.

23.72. An Employee who has a 46/52, 47/52 or 48/52 purchase leave arrangement is not required to take this leave in a single block, although this option is available to the Employee subject to Institute requirements.

23.73. The Institute acknowledges and accepts that many Employees availing themselves of this mode of employment will request leave coinciding with Government Education Department Gazetted school holidays.

23.74. Where the employment is terminated, any outstanding purchased leave balance will be reconciled in their final payment.

23.74.1. Where a positive balance exists the Employee must be paid for the unexpired period of leave.

23.74.2. Where a negative balance exists at the reconciliation of the final monies, the staff member will be required to repay the amount.

23.75. Any dispute regarding purchased leave will be dealt with in accordance with the Dispute Resolution procedures set out in the Agreement.

FAMILY VIOLENCE LEAVE

23.76. General Principle

23.76.1. 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.

23.76.2. 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.

23.77. 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).

23.78. Eligibility

23.78.1. Leave for family violence purposes is available to all Employees with the exception of
Casual Employees.

23.78.2. Casual Employees are entitled to access leave without pay for family violence purposes.

23.79. **General Measures**

23.79.1. 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.

23.79.2. 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.

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

23.79.4. 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.

23.79.5. 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.

23.79.6. 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 23.77 and clause 23.78.

23.79.7. 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.

23.80. **Leave**

23.80.1. 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.

23.80.2. 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 23.79.1 from an Employee seeking to utilise their personal/carer’s leave entitlement.

23.81. **Individual Support**

23.81.1. 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; and/or
   e. any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

23.81.2. 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.

23.81.3. 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.

23.81.4. An Employee that discloses that they are experiencing family violence will be given information regarding current support services.

24. **SALARY PACKAGING**

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

24.1. Salary packaging is available to all Employees, except Casual Employees, who are engaged for a period of twelve (12) months or more.

24.2. Salary packaging shall be available for the purposes of:

   24.2.1. additional Superannuation contributions; and/or
   24.2.2. novated lease on purchase of motor vehicles.

24.3. The rates of pay outlined in Appendix 1 of the Agreement may be provided as a salary package by Agreement between the Institute and an Employee.

24.4. The Employer will encourage any Employee seeking to Salary Package to obtain independent financial advice. Any such advice sought will be at the Employee’s expense.

24.5. All costs associated with a salary packaging arrangement, other than normal Institute processing costs, will be met by the Employee.

24.6. In the event of legislative or other changes having effect of increasing the cost of salary packaging to the Employee, the Employee may choose to cease or modify their current arrangement. Any penalties incurred shall be at the Employee’s cost.

24.7. The maximum amount of salary that may be packaged and taken as other than direct salary is 50% of the appropriate rate of Appendix 1 of the Agreement.

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

   24.8.1. Termination payments, including Superannuation, Annual Leave and Long Service Leave entitlements;
   24.8.2. Calculation of redundancy benefits; and
   24.8.3. Calculation of early retirement benefits.

24.9. The Employer will be entitled to recover any payment of Salary and Benefits paid in advance.

24.10. An Employee who enters into a Salary Packaging arrangement shall be entitled to vary or cease that arrangement annually providing that one (1) months’ notice of intended changes to be provided to the Institute in writing. Any penalties incurred shall be at the Employee’s cost.

24.11. The Employer will maintain the option of this Salary Packaging arrangement subject to its remaining lawful.

25. **POSITION CLASSIFICATION PROCEDURE**

25.1. **References**

   - Schedule A – Classification descriptors.

25.2. **Principles**

   25.2.1. Positions are classified, based on an approved position description.
25.2.2. Classification is based upon objective criteria, related to the actual requirements of the position.

25.2.3. Positions are classified on work value rather than work volume.

25.2.4. Positions will be classified using the classification descriptors – Schedule A.

25.2.5. A position may be considered for reclassification if there has been a substantial change in work related factors such as:
   - the difficulty and complexity of the work performed; and/or
   - the level of responsibility; and/or
   - the degree of supervision exercised; and/or
   - knowledge and skills required; and/or
   - the impact of the position on the organisation.

25.2.6. Positions may be evaluated as a result of organisation need, e.g. following a restructure etc.

25.2.7. Positions will be evaluated by panel members who are appropriately trained in classifications. Training requirements will be agreed upon between the Institute and NTEU. The panel must be of two (2) Management and two (2) NTEU Representatives.

25.2.8. Evaluation Panels will recommend an appropriate classification level for a position/s to the head of Human Resources (HR) for decision.

25.2.9. The direct supervisor of a position and any other staff member who may have a conflict of interest, shall not be a member of an Evaluation Panel.

25.2.10. Aggrieved incumbents may appeal their classification within five (5) days of receiving advice of an evaluation outcome.

25.3. **Evaluation Panels**

25.3.1. Evaluation panels will be constituted as the need arises in accordance with this policy.

25.3.2. Each evaluation panel will complete a brief Evaluation Report of their process and forward a recommendation to the head of HR.

25.4. **Classification of new positions and positions subject to restructure**

25.4.1. A position description is to be prepared by the supervisor with reference to the head of Human Resources, then submitted upon approval of the appropriate Manager.

25.4.2. The Manager may approve the position description or require amendment to its content prior to approval.

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

25.4.4. Each panel will complete an Evaluation Report and forward it to the head of HR for decision.

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

25.5. **Reclassification of existing positions**

25.5.1. An application for reclassification may be made by the incumbent, the supervisor, or the relevant Manager.

25.5.2. Applications are to be forwarded to the head of Human Resources from the relevant Manager. Each application must be accompanied by a Position Description that has been agreed and signed-off by the incumbent and the supervisor, together with any other supporting information deemed to be appropriate.

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

25.5.4. Evaluation panels may interview either or both the incumbent and supervisor to clarify any uncertainties in the documentation presented.
25.5.5. Each panel will complete an Evaluation Report and forward it to the head of HR for decision.

25.5.6. In the event the head of HR is not prepared to make a decision on the information presented in the report, they may request additional information from the panel.

25.5.7. The incumbent, supervisor and the Manager will be advised of the outcome of the process in writing as soon as the head of HR has made their determination on the process.

25.5.8. A copy of the newly evaluated position description is to be forwarded to the head of Human Resources for entry into the controlled copy register.

25.6. **Appeals**

25.6.1. An incumbent may lodge an appeal against the outcome of an evaluation process on the following grounds:
   - Failure to observe correct procedure;
   - Additional new information that may be significant to the determination; and/or
   - Incorrect application of the classification descriptors.

25.6.2. Any appeals must be lodged with the head of Human Resources within five working days of receipt of advice of the original determination.

25.6.3. Appeals will be heard within ten (10) days of receipt of the application by a Reclassification Appeals Panel (RAP) comprising equal numbers of Management and Union/staff representatives, not involved in the original evaluation panel.

25.6.4. The RAP is required to first consider the appeal, and where the appeal is upheld, to undertake a re-evaluation of the position. The appellant may be interviewed if it is deemed necessary.

25.6.5. The RAP is required to complete an Appeals Report detailing their findings and forward it to the CEO for decision.

25.6.6. The CEO’s decision will be notified in writing to the appellant and their supervisor as soon as the decision is made. In the event the CEO rejects or overturns the recommendation of the RAP, the reasons for this action will be included in the written advice.

25.6.7. In the event an appellant is not satisfied with the outcome of an appeal, they may access the Dispute Avoidance and Resolution Procedures in clauses 20.3-20.16.

25.7. **Effective date of Reclassifications**

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

26. **SURPLUS TO REQUIREMENTS**

26.1. This Clause does not apply to Casual Employees or fixed term staff.

26.2. The Parties may agree to modify the Surplus to Requirements Procedure from time to time by mutual agreement.

26.3. The Parties recognise that the Institute may from time to time restructure its operations and that these changes may result in positions becoming surplus to requirements.

26.4. It is essential to remember that when the Institute is restructuring its Employee positions:

   26.4.1. it is the position that becomes surplus to requirements, not necessarily the person;

   26.4.2. subsequent to declaring a position surplus to the requirements of the Institute, the Institute must seek suitable redeployment options for the Employee to another position; and
26.4.3. only as a last resort, if there is no suitable redeployment alternative available within the Institute, will an Employee be eligible for redundancy pay in accordance with the Victorian Government Policy on Redundancy, Redeployment and Retrenchment which will not be less favourable than the NES.

26.5. The parties agree that Surplus to Requirements process is not a strategy for managing Employee unsatisfactory performance.

26.6. Where the Institute proposes that a position is surplus to the requirements of the organisation, and that such a decision is likely to have a significant effect on one or more of the Employees covered by the Agreement, the Consultative Process shall commence prior to the proposed changes being implemented.

26.7. The Parties agree that where it is determined that a position is no longer required the Surplus to Requirements Procedure will be followed.

26.8. Ongoing Employees subject to the Surplus to Requirements will retain their status as ongoing Employees irrespective of the tenure of any position determined to be a valid offer of redeployment.

DEFINITIONS

26.9. **Redeployment** means the relocation of an Employee to an alternate position that is not incidental or peripheral to the Employee’s current position.

26.10. **Suitable Alternate Position** means a position whereby:

26.10.1. the Employee meets at least 85% of the primary requirements of the alternate position description as determined by a jointly agreed skills mapping process between the Institute and the NTEU;

26.10.2. it would be expected that the Employee will perform 100% of the duties of the alternate position within 12 months assisted by any required training or other staff development;

26.10.3. the alternate position is equivalent to the position deemed surplus to requirements in terms of salary and time fraction, personal and professional status and, where possible no less classification, unless a variation is acceptable to the Employee; or

26.10.4. the Institute is able to offer appropriate training, counselling and support to the Employee in the alternate position.

CONSULTATIVE PROCESS

26.11. As soon as the Institute proposes a change or a restructure which will have a significant effect on an Employee or group of Employees covered by the Agreement, Management will convene a PCC meeting to consult and agree upon a schedule for consultative meetings to be held with the affected Employees.

26.12. The following documentation will be provided to the PCC as least one week prior to any formal consultation regarding a significant change or restructure commencing with Employee/s:

26.12.1. The organisational rationale for performing the restructure;

26.12.2. The number of positions within the restructured area;

26.12.3. The number of Employee/s affected by these changes who are likely to be excess of Institute requirements;

26.12.4. Information pertaining to the proposed revised organisational structure; and

26.12.5. Any other relevant information as may be reasonably requested.

26.13. During any restructure process no positions will be advertised internally or externally until any redeployment procedures have been completed, unless it can be determined that such a position is not suitable for any potential staff redeployment at which time the position can proceed to be advertised.

DETERMINING SURPLUS TO REQUIREMENTS

26.14. After the Consultative Process in clause 26.11-26.13 is finished, the Institute on determining that a
position is surplus to requirements shall, if more than one staff member is adversely affected, seek
volunteers from affected staff to consider redeployment.

26.14.1. (Note: The Institute may reject such expression of interest for voluntary redeployment
where selection of that person creates a consequential vacancy or a deficit in skills
required for the Institute’s continuing function).

26.15. In the event of insufficient volunteers, the Institute shall decide those Employees in excess of its
requirements taking into account the following criteria:

26.15.1. The relevant qualifications, skills and abilities between Employees as required for the
continuing operation of the Institute;

26.15.2. Any special qualifications or aptitude for the position continuing to be required by the
Institute; and

26.15.3. Any reasons, including compassionate grounds, advanced by an Employee as to why
they should not be considered surplus to requirements.

26.16. Where a decision is to be made about Employees who are otherwise considered to be equal in
relation to the abovementioned criteria, the Employee to be identified as surplus to the
requirements of the Institute will be that person whose selection causes the least disruption to the
continuing operation of the Institute.

**SUITABLE ALTERNATE POSITION/S**

26.17. When selecting an Employee/s for redeployment from a group of Employees, the principles of
nondiscrimination and equal opportunity as well as the following processes will apply:

26.17.1. Where the alternate position is identified as a clear promotional opportunity, the
position will be advertised, although the Institute and the Employees (or their
representative(s), which may include the Union) may agree to restrict the advertisement
of the position to either internally or to only those Employees affected by this
restructure.

26.17.2. Where one alternate position is identified and only one Employee meets the
requirements of the position, that Employee can be skills mapped into the new position
as per Clause 26.17.1 of the Agreement.

26.17.3. Where one alternate position is identified and more than one Employee meets the
requirements of the position and could be skills mapped into the new position as per
Clause 26.17.1 of the Agreement, the Employees shall be offered a merit based selection
interview to determine the best candidate for the alternate position.

26.17.4. Where several new alternate positions are developed through organisational change and
there is more than one logical candidate amongst affected staff, the positions will be
advertised to the affected staff, and a merit based selection criteria will apply to
selecting the best candidate for those positions.

**REDEPLOYMENT PROCESS**

26.18. A transition period of eight (8) weeks will apply from when the Institute formally advises the
individual Employee that their position is surplus to requirements, to the effective date of the
termination of that Employee’s employment. During this time, an Employee will be granted
reasonable leave with pay to investigate alternative job offers or seek advice or counselling on
early retirement.

26.19. The Institute will discuss with the Employee and their representative all possible redeployment
options for the affected staff member and where appropriate, the Employee will be offered in
writing the option of redeployment. The offer will comply with the principles of nondiscrimination
and equal opportunity.

26.20. If during the eight (8) week transition period, the Employee does not accept an offer of a Suitable
Alternate Position, the Employee will be deemed to have resigned and not be entitled to a
separation package.

26.21. Where a new position differs and the position is of lower remuneration, the Employee will be
maintained on salary maintenance inclusive of cost of living increases until such time as the appropriate classification of the redeployment position catches up to their frozen salary maintained remuneration.

26.22. All offers of redeployment will include appropriate counselling, retraining and consultation processes to enable the Employee to carry out the primary functions of the new role.

26.23. In the unusual event that the Employee’s initial employment did not envisage mobility between campuses and the alternate position is offered at a different site, Institute Management will provide agreed once off compensation.

26.24. Where the Institute is unable to redeploy the Employee during the eight (8) week transition period, the Employee will be entitled to redundancy pay in accordance with the Victorian Government Policy on Redundancy, Redeployment and Retrenchment which will be no less favourable than the NES. Where the Employee does not accept the offer of redeployment to a position of the same or equivalent remuneration (on an ongoing basis) and appropriate to their skills, experience and qualifications that Employee will be deemed to have resigned.

27. NOTICE OF TERMINATION

27.1. A permanent or fixed term Employee employed at or above the bottom pay point of PACCT level 7 will provide the Employer four weeks’ notice in writing of an intention to terminate their employment. All other permanent or fixed term Employees will be required to give two (2) weeks’ notice of an intention to terminate their employment.

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

27.3. 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.

27.4. 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>Not more than 1 year</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>

27.5. In addition to the notice in 27.4 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.

27.6. Time off during notice period

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

28. AGREEMENT IMPLEMENTATION SUPPORT

28.1. Institute Management acknowledges that the NTEU has a legitimate role in Institute matters as they impact on members’ working lives in relation to the Agreement.

NOTIFICATION

28.2. An Employee appointed NTEU representative shall, upon notification from the NTEU, be recognised by the Institute as a representative of the NTEU and shall be allowed reasonable time during working hours to meet with staff on matters in the Agreement affecting Employees represented.

UNION NOTICES

28.3. A duly authorised representative of the NTEU shall, subject to the Right of Entry provisions of the
Act, have right of entry on matters pertaining to the Agreement.

28.4. For the purpose of this clause, “a duly authorised representative” means a NTEU representative of the State Branch or Office Bearer of the Local Branch.

PAID LEAVE FOR NTEU NATIONAL COUNCILORS

28.5. Subject to the Institute’s operational requirements and that such leave will contribute to an improved approach to industrial relations on matters pertaining to the Agreement, a maximum of one (1) staff member other than a Casual Employee who is a Goulburn Ovens Institute NTEU National Councillor will be entitled to a maximum of two (2) days paid leave per year to attend NTEU National and Divisional Council Meetings. The NTEU undertakes to provide the Institute with a minimum of 14 days’ notice of such meetings.

PAID LEAVE FOR INDUSTRIAL RELATIONS TRAINING

28.6. Subject to the Institute’s operational requirements, a maximum combined total of 14 days paid leave per year capped at five (5) days paid leave per Employee is available for Employees other than casuals to attend Industrial Relations Training that will contribute to an improved approach to industrial relations on matters pertaining to the Agreement. A maximum of two (2) NTEU representatives will be released at any one time.

28.7. The NTEU undertakes to provide a minimum of 14 days’ notice of such training and provide advice to the Institute as to the dates, times and venue of the training together with an explanation of how the training will contribute to a better understanding of industrial relations issues as they relate to the implementation of the Agreement.

28.8. Leave granted under this section:
   28.8.1. shall be on full pay which shall include payments which are deemed to be part of pay for all purposes but shall not include shift penalty and overtime payments;
   28.8.2. may include any necessary travelling time in normal working hours immediately before or after the education course; and
   28.8.3. Employee granted leave under this clause shall not be entitled to reimbursement of personal expenses such as fares, accommodation or meal costs incurred in attending an education course.

USE OF EQUIPMENT FOR COMMUNICATION ON AGREEMENT IMPLEMENTATION

28.9. The Institute agrees to the NTEU’s reasonable incidental use of equipment such as telephones, facsimiles, photocopiers, electronic communication channels and motor vehicles for matters pertaining to the Agreement. The NTEU acknowledges that the Institute’s business use of this equipment takes priority over Union use, and that Union use of the equipment must conform to any relevant Institute Policies and Procedures.

29. HUMAN RESOURCES POLICIES & PROCEDURES

29.1. The parties agree to consult on Human Resource policies and procedures which concern salary and remuneration, public holidays, leave, working hours and matters relating to the employment relationship, including Code of Conduct as set out in State Government Guidelines.

30. SUPERANNUATION

30.1. 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 (as long as that fund offers a MySuper product as defined by the Superannuation Guarantee (Administration) Act 1992. Employer contributions will be made to all Employees in accordance with the Act.

31. ACCIDENT MAKE UP PAY

31.1. Entitlement
31.1.1. An Employer will pay or cause to be paid accident make up pay during an incapacity of an Employee as defined by the Workplace Injury Rehabilitation and Compensation Act 2013 or Accident Compensation Act 1985, as applicable:

- 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.

31.2. 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.

31.3. Civil damages

31.3.1. If an Employee receives monies in settlement of or pursuant to a judgment for a civil claim to damages in connection with the incapacity the Employee will repay any payment made under this clause.

32. CORRECTIONS ALLOWANCE

32.1. The Institute agrees that PACCT staff working in a correctional facility shall be paid a 2% allowance in addition to the relevant rates in Appendix 1 of the Agreement.
SIGNATURES

Signed for and on behalf of the Employees of Goulburn Ovens Institute of TAFE by a representative of Employees covered by this agreement.

Name (print): Matthew McGowan
Basis of authority to sign: General Secretary
Signature: 
Address: Level 1, 120 Clarendon Street
South Melbourne VIC 3205
Date: 17 December 2018

Signed for and on behalf of the Goulburn Ovens Institute of TAFE.

Name (print): Travis Heeney
Basis of authority to sign: Chief Executive Officer
Signature: 
Address: 152-200 Fryers Street
Shepparton VIC 3630
Date: 17 December 2018
<table>
<thead>
<tr>
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<th>From 7 May 2019 (3.0% increase)</th>
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Appendix 2 - Allowances

The Institute will reimburse Employee expenses incurred which are directly related to the conduct of Institute business in accordance with the Institute’s Staff Expense Claims Procedure.

Where applicable the rates are set by the Australian Taxation Office and are adjusted annually at 1 July each year. Parties agree to use the current years’ Australian Taxation Office rates for the following expenses;

- Travel expenses (use of personal vehicle);
- Overnight Absences; and
- Non-Overnight Absences - Meal Rate Absent (Same Day Allowance).

Part day travel allowance
Employees on non-overnight absences in excess of 10 hours, for business undertaken outside a 24 kilometre radius from the Institute will be paid $25.00 via payroll services.
Schedule A – 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.

**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.

**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.

Supervision has four levels described as follows:

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

- **Routine supervision** 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 & experience:

- Completion of Year 12 with no or limited experience, or appropriate relevant experience.
- Work tasks at this level could be completed after a brief period of on the job training. Communication literacy and numeracy skills will allow an Employee to understand clear written and/or verbal instructions and perform basic duties in the specified field of employment.

Task level:

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

Judgement and problem solving:

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

Supervision and independence:

- Employees work under close supervision.
- Supervisory referral and/or guidance will be readily available.
- Employees are accountable for the quality, quantity and timeliness of own work.

Organisational relationship and impact:

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

Interpersonal skills:

- Require basic skills in verbal and written communication.

TAFE PACCT Worker Level 2

Includes the criteria detailed for the previous level.

Education, training & experience:

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

Task Level:

- Tasks at this level are generally straightforward with clearly established procedures. At times tasks require more complexity involving the choice of application of the best approach within established procedures.
- Responsible for the timely completion of various tasks which are within their own control.

**Judgement and problem solving:**
- Exercise judgement on the organisation of work in accordance with daily work routines and work flows.
- Make decisions within established rules, techniques and procedures.
- Choose between a range of alternatives to solve relatively simple problems with reference to established techniques and practices.
- Assistance is available when required.
- Exercise judgement on work methods and task sequences within specified timelines and standard practices and procedures.

**Supervision and independence:**
- Routine supervision where decisions and options are limited and work outputs are monitored by immediate supervisor.
- Routine supervision of straightforward tasks, close supervision of more complex tasks.
- Exercise discretion within standard practices and processes.

**Organisational relationship and impact:**
- May provide general information / advice and assistance to members of the public, students and other staff that is based on an operational knowledge of the functional area.
- Perform tasks / assignments that require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.

**Interpersonal skills:**
- Ability to communicate operational requirements to members of the public and / or other Employees in the performance of well-defined individual and team activities.
- Require skills in verbal and written communication to enable the preparation of routine correspondence and reports.

**TAFE PACCT Worker Level 3**
Includes the criteria detailed for the previous level.

**Education, training & experience:**
- Relevant Degree or Diploma with little or no relevant work experience; or a suitable combination of lesser qualifications and relevant experience.
- At this level Employees have theoretical knowledge which may be applied to a range of procedures and tasks.

**Task level:**
- Perform work assignments within timelines generally stipulated by standard practices and procedures.
- Apply knowledge to a varied range of different tasks that are within the nature of work assigned and relevant standards and procedures.
- Undertake creative, planning and design functions in consultation with supervisor.
- Managing time, setting priorities, planning and organising own work and that of supervised Employees.
- Skills sufficient to co-ordinate the duties of, and convey appropriate instructions to staff at lower levels.

Judgement and problem solving:
- Employees at this level diagnose and solve problems through the application of theoretical principles and techniques and prioritise directed work.
- Employees provide interpretive advice requiring knowledge of rules and regulations of the work area and in the application of procedures requiring expertise in a specialist area or broad knowledge of a range of functions.

Supervision and independence:
- Duties undertaken under routine supervision.
- Schedule workloads appropriately.
- May be required to provide close supervision to subordinate positions performing routine duties (first level of supervision). Liaison with staff at higher levels.
- May undertake stand-alone work.

Organisational relationship and impact:
- Operational knowledge of relevant functional areas.
- Perform tasks/assignments requiring proficiency in the work area’s rules/regulations, processes and techniques understanding how they interact with other related functions.

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

TAFE PACCT Worker Level 4
Includes the criteria detailed for the previous level.

Education, training & experience:
- Relevant Degree with relevant work experience; or a suitable combination of lesser qualifications and significant relevant experience.

Task level:
- Tasks and work assignments will be typically under general direction but guided by policy, precedent and professional standards.
- Apply broad technical knowledge and experience to the area of specialist expertise.
- Provide interpretation, advice and decisions based upon established operational practices, professional standards, policies and procedures.
• May involve co-ordination and supervision of other staff.

Judgement and problem solving:
• Requires the application of theoretical knowledge, experience and skills to well defined work objectives.
• Often, complex or technical problems need to be solved with some creativity or originality by selecting the particular method for solution from a range of available alternatives.

Supervision and independence:
• Work will be performed typically under general direction, but guided by policy, precedent and professional standards.
• May involve supervision and / or cooperation of others to achieve the objective.
• May be required to undertake a wide range of duties and responsibilities, some of which may be complex.
• Employees work under routine supervision to general direction depending upon the tasks involved and experience.
• Have responsibility for daily operation of a work area, which may involve supervision, assigning and coordination of work for other staff.
• Supervisors at this level require a thorough understanding of the relevant technology, procedures and processes within the operating unit.

Organisational relationship and impact:
• Work assignments require an understanding of the work area rules, regulations, processes, techniques, and understanding of how these interact with other related functions in the work environment.
• Tasks/assignments require proficiency in the work area’s rules, regulations, processes and techniques and their interaction with other related policies and procedures.
• Provide advice in the area of expertise to others outside the immediate work area in the context of established rules and procedures.

Interpersonal skills:
• Ability to gain cooperation and assistance from others, including those supervised, to achieve identified objectives.
• May provide information and advice to members of the public on a course of action appropriate to their needs and assistance with organisational policies and guidelines.
• May liaise with counterparts in other organisations to discuss specialist matters and with other Employees on an individual and team basis in order to resolve intra-organisational problems.
• Required to write reports in field of expertise and prepare correspondence.

TAFE PACCT Worker Level 5
Includes the criteria detailed for the previous level.

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

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

Task level:
- Work independently within overall Institute policies and guidelines.
- May supervise, as well as set priorities and monitor work flows within a work area of other skilled Employees.
- Provide specialist interpretation, advice and decisions based upon established operational practices, professional standards, policies and procedures.
- Able to design, develop and trial procedures, equipment and systems. Apply analytical skills.

Judgement and problem solving:
- Perform work assignments guided by policy, precedent, professional standards and/or technical expertise.
- Often, complex or technical problems need to be solved with some creativity or originality by selecting the particular method for solution from a range of available alternatives and by using knowledge acquired through relevant experience.
- Contribute to the development, redefinition and interpretation of policy within the immediate work group.
- Take responsibility for outcomes of the work group. Undertake planning involving resource use and develop proposals for resource allocation.

Supervision and independence:
- Guidance and supervision to the Employee will be at a general level. The Employee may have supervisory and line management responsibility for a work area.
- The Employee may work independently on specific projects or on complex technical tasks.

Organisational relationship and impact:
- Detailed knowledge of the area of work and broad knowledge of other associated areas.
- Regular liaison with other areas of the Institute to impact upon decision making/service provision process.
- Contribute to the development of policy.

Interpersonal skills:
- Ability to gain co-operation and assistance from other Employees including those supervised where appropriate, clients and members of the public to achieve the identified objectives.
- Within the field of expertise, provide input to influence the decisions within the work area and their impact on other functions / areas.
- Capable of liaising, on an individual and team basis, with Employees at all levels of the Institute and with counterparts in other organisations to discuss specialist matters and with other Employees to resolve intra-organisational problems.
TAFE PACCT Worker Level 6

Includes the criteria detailed for the previous level.

Education, training & experience:
- Relevant Degree or relevant post graduate qualification and experience; or lesser formal qualifications with substantial experience and management expertise in technical or administrative fields; or an equivalent combination of relevant experience and/or education/training.

Task level:
- Supervision of others to achieve specified objectives.
- May contribute to the development and interpretation of policy that has an impact beyond the immediate functional area.
- Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems.
- May involve an individual working in a specialised discipline.
- May prepare and monitor work area budget.
- Provide sound advice in the area of specialist expertise

Judgement and problem solving:
- Exercise independent judgement and decision-making skills with the ability to understand and independently relate existing policy to work assignments.
- Adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques to new situations. Relevant guidance and advice are usually available.
- Interpret policy that has an impact beyond the immediate work group.
- May be relied upon to provide accurate specialist advice.

Supervision and independence:
- Position operates with broad direction and work will be performed at a professional or supervisory level with clearly established objectives, strategies and methodologies.
- The Employee may have supervisory line management responsibility.
- Decisions and actions taken will impact upon programs and projects being managed.
- Contribute to the development of long term operational strategies

Organisational relationship and impact:
- Understanding the immediate goals of the Institute and the legal context in which the Institute operates.
- Detailed knowledge of policies and the impact they have upon the activities of the organisation.
- May be required to negotiate with other work areas to achieve objectives that may impact upon other areas of the Institute operations.

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

• The ability to motivate and develop Employees.

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

TAFE PACCT Worker Level 7

Includes the criteria detailed for the previous level.

Education, training & experience:

• Relevant Degree and relevant post graduate qualification and experience; or lesser formal qualifications with extensive experience with management expertise in technical or administrative fields; or equivalent combination of relevant experience and/or education /training.

Task level:

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

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

• May manage a work area involving the coordination of a range of complex activities or functions.

• May implement major change programs which may impact on other areas of Institute operations.

Judgement and problem solving:

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

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

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

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

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

Supervision and independence:

• Act under broad direction and independently within broad guidelines determined by management.

• May manage/supervise other staff.

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

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

• Decisions and actions taken at this level may have a significant effect on the operations of the work team, programs and projects being managed, and other areas of the Institute.
Organisational relationship and impact:
- Understanding of the long-term goals of the wider organisation and of its values and aspirations and of the legal, economic, community and political context in which the Institute operates.
- Detailed knowledge of policies and the impact they have upon the activities of the organisation.
- May be required to negotiate with other work areas to achieve objectives.

Interpersonal skills:
- Ability to persuade, convince and negotiate with clients, members of the public and other organisations in the establishment, pursuit and achievement of specific and objectives.
- Ability to manage and lead staff.
- Provide advice and recommendations that will influence the decisions made by others including peers, supervisors and teams.

TAFE PACCT Worker Level 8
Includes the criteria detailed for the previous level.

Education, training & experience:
- Relevant Degree and post graduate qualification and experience, or extensive management and leadership experience, or an equivalent combination of relevant management and leadership experience and / or education or training.
- Principal specialist in a recognised discipline or specialist area.

Task level:
- Apply a high level of theoretical and operational knowledge.
- Undertake complex duties which entail a high degree of responsibility and autonomy.
- Develop, implement and review major policies, objectives, strategies involving high level liaison and/or consultation with internal and external stakeholder areas.
- Undertake significant creative, strategic planning and management functions.
- May be responsible for significant resources.
- Ability to play a major role in ensuring the professionalism of operational and developmental activities within the specialist area.

Judgement and problem solving:
- Provides authoritative advice.
- Responsible for project development and implementation.
- Provide strategic support and advice to departments.
- Be responsible for the achievement of the objectives of the operational unit or area of work being managed and for the successful completion of projects within a complex organisational environment.
- Investigate, design, implement and evaluate plans and strategies to meet operational objectives and the long-term requirements of the Institute.
Supervision and independence:

- Under broad direction develop and implement new policies and innovative ways of adapting the Institute’s existing strategies.
- Manage other staff and/or operate as a principal specialist in a recognised discipline.
- Decisions and actions taken at this level may have a substantial effect on the Department or Division and/or Institute wide programs and projects.
- Accountable for the quality, effectiveness, cost and timeliness of operational objectives.

Organisational relationship and impact:

- Comprehensive knowledge of related operations.
- Develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas.
- Responsible for projects involving major change which may impact on other areas of the Institute’s operations.

Interpersonal skills:

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

FWC Matter No.: AG2018/7354

Applicant:
Goulburn Ovens Institute of TAFE

Section 185 – Application for approval of a single enterprise agreement

Undertaking - Section 190

I, Travis Heeney, Chief Executive Officer for Goulburn Ovens Institute of TAFE give the following undertakings with respect to the Goulburn Ovens Institute of TAFE Enterprise (PACCT) Agreement 2017 ("the Agreement"):

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

2. That an employee required to work on a Sunday is entitled to not less than four hours' pay at penalty rates provided they are available to work for four hours.

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

Signature

2 April 2019

Date