An application has been made for approval of an enterprise agreement known as the Melbourne Polytechnic Academic and Professional Staff Agreement 2018 (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by Melbourne Polytechnic. The Agreement is a single enterprise agreement.

The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

I note that Clauses 34, 38, 39 are inconsistent with the National Employment Standards (NES) as they provide content not otherwise provided for in the NES. Given the National Employment Standards precedence clause at clause 4.3 of the agreement, I am satisfied that the more beneficial entitlements of the NES will prevail.

The National Tertiary Education 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 13 September 2019. The nominal expiry date of the Agreement is 24 October 2022.

DEPUTY PRESIDENT

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<AE505151 PR712052>
Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No. AG2019/2426

Applicant:

Melbourne Polytechnic

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Michelle Veleski, Manager, Human Resources on behalf of Melbourne Polytechnic give the following undertaking with respect to the Melbourne Polytechnic Academic and Professional Staff Agreement 2018 (Agreement):

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

2. Clause 43.5 in the Agreement will be of no effect. The Agreement will apply as though the words of clause 43.5 were deleted.

3. Melbourne Polytechnic will not engage any casual employees under the shift work provisions in clause 50 of the Agreement.

4. Clause 51.1.6 of the Agreement will be applied so that any casual employee working overtime hours will be paid both the casual loading and the overtime loading with respect to those hours, but that the two loadings will not compound.

5. An employee’s agreement to work an alternative shift work arrangement under clause 50.6 of the Agreement may be withdrawn at any time. For any employees that enter such an arrangement, it will not be mandatory to work any shifts commencing before 8.00am or extending beyond 6.00pm without attracting a penalty.

6. Any employee who makes a formal individual flexibility arrangement under clause 11.1 of the Agreement may terminate the arrangement in accordance with clause 11.7.3 of the Agreement. An employee that requests a flexible work arrangement under section 65 of the Fair Work Act 2009 (Cth) may discontinue that arrangement at any time. For any employees that enter either type of arrangement, it will not be mandatory to work any shifts commencing before 8.00am or extending beyond 6.00pm without attracting a penalty.

7. The reconciliation process contemplated by clause 1.3 of Schedule 3 of the Agreement will be amended to operate as follows.

(a) Every 4 weeks the Institute will assess whether an employee worked a pattern of hours that resulted in the employee receiving less pay under the Agreement than they would have received if they were paid under Educational Services (Post-Secondary Education) Award 2010.

(b) Where the Institute identifies that there is any shortfall, the Institute will pay the employee an amount equal to the difference between the amount they
received and the Educational Services (Post-Secondary Education) Award 2010 plus a further 1% of their earnings over the 4-week period.

(c) The Institute will also perform the assessment in paragraph (a) above on the cessation of an employee's employment in relation to any portion of a 4-week period not already assessed.

____________________
Signature
5.9.2019

____________________
Date
Melbourne Polytechnic Academic and Professional Staff Agreement 2018

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2. TITLE

This is an Agreement made pursuant to Section 172 of the Fair Work Act 2009 (Cth) and shall be known as the Melbourne Polytechnic Academic and Professional Staff Agreement 2018.

3. APPLICATION AND PERIOD OF THE AGREEMENT

3.1 This Agreement covers:

3.1.1 Melbourne Polytechnic (“the Institute”)

3.1.2 All employees of the Institute employed in any position of academic employee or professional, employee as specified in Schedule 1 and Schedule 2 of this Agreement.

3.2 It is intended that upon approval of this Agreement by FWC that the Union shall be covered by this Agreement.

3.3 This Agreement shall come into force seven days after it has been approved by FWC. The nominal expiry date of this Agreement is 24 October 2022.

4. RELATIONSHIP WITH AWARD AND NES

4.1 This is a comprehensive Agreement and operates to the total exclusion of any Award or other industrial instrument.

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

4.3 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.

5. REPLACEMENT OF AGREEMENT

This Agreement shall replace the Melbourne Polytechnic Professional Administrative Clerical Computing and Technical Staff Agreement 2016.

6. PRO RATA APPLICATION

The provisions of this Agreement shall apply to employees engaged for less than the normal weekly ordinary hours specified for a full-time employee, for which all Agreement entitlements are paid on a
pro rata basis calculated by reference to the time worked.

7. RE-NEGOTIATE

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

8. NO EXTRA CLAIMS

It is agreed that during the term of this Agreement that there will be no further claims on matters covered by the Agreement.

9. SAVINGS

No existing employee is to be disadvantaged in respect of their employment through the implementation of the salary provisions of this Agreement.

10. DEFINITIONS

“Academic Employee” means an employee engaged to conduct or manage higher education teaching and/or research

“Agreement” means this Agreement.

“FW Act” means the Fair Work Act 2009 (Cth) as amended from time to time.

“CEO” (Chief Executive Officer) means the person appointed as the CEO of the institute.

“Consultation” means the provision of the opportunity for discussion and provision of information in a form and in sufficient time to enable the individual/s or organisation being consulted to be sufficiently informed so as to provide a bona fide opportunity for an informed view or feedback to influence the relevant decision maker prior to the making of her or his decision.

“Employee” means a person to whom this agreement applies.

“FWC” means Fair Work Commission
“Institute” means Melbourne Polytechnic.

“Immediate family” includes a spouse (including a former spouse, a de facto partner or former de facto partner of the employee including a person of the same sex) and a child or an adult child (including an adopted child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse of the employee and a person for whom the employee has a caring responsibility arising from an Aboriginal or Torres Strait Islander kinship relationship of equivalent status to the above.

“Ordinary Rate per Hour” means the hourly rate payable to an employee by applying the formula:
\[
\frac{\text{annual salary} \times 14}{365.25 \times 76}
\]

“NES” means the National Employment Standards as contained in sections 59 to 131 of the Fair Work Act 2009 (Cth)

“NTEU” means the National Tertiary Education Union

“Professional Employee” means Professional, Administrative, Clerical, Computing and Technical employees.

“Union” means the NTEU (National Tertiary Education Union).

11. INDIVIDUAL FLEXIBILITY ARRANGEMENT

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

11.1.1 The arrangement deals with:

(a) Payment options for Long Service Leave in accordance with clause 32 of this Agreement; or
(b) Additional leave in accordance with clause 42 (46/52 Mode of Employment) of this Agreement; or
(c) Payment options for Parental Leave in accordance with clause 40 of this Agreement;

11.1.2 The arrangement meets the genuine needs of the employee and Institute in relation to one or more of the matters mentioned in paragraph 11.1.1; and
11.1.3 The arrangement is genuinely agreed to by the employee and Institute

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

11.3 The Institute 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.

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

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

11.6 The Institute must ensure that any individual flexibility arrangement sets out:

11.6.1 The terms of this Agreement that will be varied by the arrangement;

11.6.2 How the arrangement will vary the effect of the terms;

11.6.3 How the employee will be better off overall in relation to the terms;

11.6.4 Conditions of his or her employment as a result of the arrangement; and

11.6.5 The day on which the arrangement commences.

11.7 The Institute must ensure that any individual flexibility arrangement:

11.7.1 Is about matters that would be permitted matters under section 172 of the FW Act if the arrangement were an enterprise agreement;

11.7.2 Does not include any term that would be an unlawful term under section 194 of the FW Act if the arrangement were an enterprise agreement; and

11.7.3 Provides for the arrangement to be terminated:

(a) By either the employee or Institute giving a specified period of written notice, with the specified period being not more than 28 days; and

(b) At any time by written agreement between the employee and Institute.

12. ANTI-DISCRIMINATION

12.1 It is the intention of the parties to this Agreement to respect and value the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, natural extraction or social origin.

12.2 Accordingly, in fulfilling their obligations under the dispute resolution clause, the parties must make every endeavour to ensure that neither the Agreement provisions nor their
operation are directly or indirectly discriminatory in their effects.

12.3 Nothing in this clause is taken to affect:

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

12.3.2 An employee, the Institute or the union, pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Human Rights and Equal Opportunities Commission;

12.3.3 Termination on one of the grounds in clause 12.1 where that ground constitutes an inherent requirement of the position.

13. OCCUPATIONAL HEALTH AND SAFETY


13.2 In order to facilitate clause 13.1 it is agreed that:

13.2.1 It is the Institute’s obligation to provide a safe and healthy workplace.

13.2.2 It is the employee’s responsibility to perform the duties of employment without unreasonable risk to themselves or to the safety of others.

13.2.3 An employee who becomes aware of a situation which is unsafe is responsible for immediately reporting the information to the appropriate manager or Occupational Health & Safety representative.

13.2.4 Issued safety equipment, clothing and footwear must be used and worn in the manner intended.

13.3.5 The Institute and employees will work co-operatively to achieve a safe and healthy workplace and to minimise workplace injuries.

14. ACCIDENT MAKE UP PAY

14.1 Where an absence from duty results from an injury or illness the subject of a claim for compensation under the Workplace Injury Rehabilitation and Compensation Act 2013 or any successor thereto, the employee is entitled to sick leave on full pay.

14.2 Where the claim is subsequently accepted the employee’s record will be amended to show that sick leave has not been taken.
14.3 If an employee sustains a personal injury or incapacity which is compensable under the Workplace Injury Rehabilitation and Compensation Act 2013, or any successor thereto, the employee shall be paid make-up pay, to the employee’s full rate of pay at the time of sustaining the injury/incapacity, for a continuous period of 52 weeks, or an aggregate of 52 weeks in respect of a particular injury or incapacity.

14.4 An employee with an injury or incapacity is required by this Agreement to fully co-operate with the Institute in the preparation and implementation of return to work plans. In particular, this requires the employee to:

14.4.1 Provide full information in relation to the injury or incapacity;

14.4.2 Give the Institute permission to talk with treating medical practitioners about the injury or incapacity;

14.4.3 Attend meetings to discuss return to work issues.

14.5 An employee is not entitled to sick leave with pay during any period he or she is in receipt of compensation payments under the Workplace Injury Rehabilitation and Compensation Act 2013 or any successor thereto.

14.6 The period of time spent on make-up pay shall count as service for all purposes as if the employee had not been injured or suffered an incapacity.

15. SUPERANNUATION

15.1 The Institute will enrol new employees in the VicSuper fund administered by VicSuper Pty Ltd unless the employee chooses to nominate an alternative complying superannuation fund.

15.2 Institute contributions are made according to the Superannuation Guarantee (Administration) Act 1992 (and for those employees 70 years and over) and are made during periods of paid leave and during periods when the employee is entitled to receive weekly payments for Workers Compensation.

15.3 Employees who are members of closed statutory defined benefits (Revised and New) schemes administered by Emergency Services Superannuation shall retain their membership of those schemes. Should an employee cease to be eligible to be a member of that defined benefits scheme or, on account of age, exempt out of the scheme’s arrangements, the Institute shall apply the arrangements specified in clause 15.1 to the employee.
16. CONSULTATION

16.1 The employee/s may appoint a representative for the purpose of the consultation under this clause (which may include the Union). The representatives of an employee or employees may be involved at any stage during consultation on change.

16.2 Where it is proposed to alter the hours of work, or to have work performed at other locations, consultation will occur with affected employees and where requested, their nominated representative and the NTEU.

16.3 If the Institute is proposing to introduce a major organisational change which may have a significant impact upon the employees, the Institute will consult with the affected employees and the NTEU. Consultation shall occur prior to any decision being made to introduce such change.

16.4 “Significant impact” includes, but is not limited to, termination of employment; major changes in the composition, operation or size of the Institute’s workforce, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the need for retraining or transfer of employees due to restructuring of jobs or redeployment.

16.5 The Institute will discuss with the employees and the NTEU the proposed change, the effects that the change is likely to have upon employees, and will take into consideration any matters raised in relation to the proposed changes prior to any decision to implement the proposed changes.

16.6 For the purposes of such discussions, the Institute will provide in writing to the affected employees and the NTEU all relevant information about the change including the reason for and the nature of the change proposed, the details of the proposed change, the expected effects of the change on employees, the timeline for the proposed change, likely impact upon workloads, relevant financial information and any other matters likely to affect employees. The Institute will give employees, and the NTEU ample opportunity to present their views about the proposed change and its possible effect (including any impact in relation to employees’ family or caring responsibilities). The Institute will provide in writing to the employees and the NTEU how these views have been taken into consideration.

16.7 If following consultation, the Institute decides to implement the proposed change or any variation of the proposed change, the Institute will further consult with the employees and the NTEU in respect to the implementation including actions to minimise any adverse effects upon employees. In particular the Institute will take action to avert or minimise any potential redundancies, including but not limited to redeployment.
16.8 Consultation about changes to rosters or hours of work

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

16.8.2 The Institute must:

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

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

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

17. JOINT CONSULTATIVE COMMITTEE

17.1 There shall be a Joint Consultative Committee comprised of two representatives of the Institute and four representatives of the NTEU who shall monitor and co-ordinate the implementation of this agreement and to facilitate consultation between the Institute and professional and academic employees.

17.2 The Committee shall meet as required on the request of either party and shall operate by consensus. Any dispute over the proper application of this agreement shall be dealt with through the dispute resolution procedure contained within this agreement.

18. DISPUTE RESOLUTION PROCEDURE

18.1 Any dispute or claim (whether any such dispute or claim arises out of the operation of this Agreement or not) about the wages or conditions of employment of any of the employees covered by this Agreement or about any work-related matter, including a claim that the Agreement, the NES including subsections 65(5) or 76(4) or a General Protection (not involving dismissal) has been breached, or about the relationship between the Institute and the union, shall be settled in the manner outlined in this clause.

18.2 A dispute or grievance arises where an employee on the one hand or the Institute on the other are aggrieved by a decision or action, or a failure to make a decision or act in relation to matters covered by this Agreement.
18.3 A dispute or grievance may be notified under this clause by an employee, the Union or the Institute.
18.4 Disputes between the Institute and employees or the Institute and the Union shall be settled in accordance with the following procedures:

18.4.1 Any claim or dispute which arises shall, where possible, be settled by discussion between the employee and the immediate supervisor or between the union and the Institute as appropriate.

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

18.4.3 The employee has the right to involve a union officer or delegate or other employee representative at any point in a discussion with the supervisor.

18.4.4 If unresolved, or at the request of either party, the employee shall have access to a dispute settlement committee within seven days unless otherwise agreed. Where the dispute exists between the union and the Institute, either party may request the establishment of the committee.

18.4.5 The dispute settlement committee shall be a committee of the Institute and shall consist of:

(a) two nominees of the Institute; and
(b) two nominees of the union branch, one of whom may be an officer of the union.

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

18.4.7 On receiving the report from the dispute settlement committee, the CEO shall indicate in writing whether the recommendations of the dispute settlement committee have been accepted or not. This decision shall be communicated in writing to the dispute settlement committee and the parties to the dispute within ten working days of receiving the report from the dispute settlement committee.

18.4.8 A dispute subject to this clause shall be resolved where the parties to the dispute reach agreement which is approved by the CEO.

18.4.9 If unresolved, either party may refer the dispute to FWC for conciliation and, if the matter remains unresolved, arbitration.
18.4.10 An employee may be represented in these procedures by the Union or by another representative.

19. INDIVIDUAL DEVELOPMENT PLAN

19.1 As part of this Agreement there shall be a development management system which will provide for:

19.1.1 Annual updating of the position description through consultation between the Institute and the employee.

19.1.2 An agreed definition of annual goals and performance indicators which are objectives relevant to the position description and which determine an entitlement to incremental progression on an annual basis.

(a) In order to achieve incremental progression a staff member must be able to demonstrate that they have met the agreed goals and performance indicators for incremental progression, over the preceding twelve (12) months, as assessed by their nominated supervisor, following a performance review carried out in accordance with Clause 19.

(b) If a staff member has not demonstrated that they have met the agreed goals and performance indicators for incremental progression, as assessed by their nominated supervisor, over the preceding twelve (12) months, the increment date may be deferred.

19.1.3 Regular feedback to the employee from appropriate supervisory staff.

19.1.4 Identification of professional development and training needs for the purposes of the employee performing the requirements of the position and for reasonable career development.

19.2 At an agreed time every year the supervisor shall convene a meeting with each staff member to discuss and reach agreement on the above issues and the outcomes of the meeting shall be documented.

19.3 Material pertaining to this process shall not be used for discipline purposes.

19.4 Any employee aggrieved at the outcomes of a meeting shall have recourse to the dispute settlement procedures outlined in this Agreement.

19.5 This clause will apply to all employees covered under this agreement notwithstanding that for Academic employees additional processes apply in Schedule 2 for research output.
20. REPRESENTATION AND COMMUNICATION WITH EMPLOYEES

20.1 An authorised union representative is entitled to enter at all reasonable times the workplace for the following purposes provided the representative does not interfere unreasonably with the Institute’s business:

20.1.1 Inductions of new employees or casual workers;

20.1.2 Involvement under the disputes procedure of this Agreement; and

20.1.3 Distributing written information to union delegates or employees.

20.2 These purposes are separate from right of entry under the Act to investigate suspected contraventions or to hold discussions.

20.3 The parties to the Agreement recognise that the purpose of clauses 20, 21, 22 and 41 of the Agreement is to benefit the Institute’s employees by facilitating the provision of effective and accessible industrial representation and have been approved by, and reflect the will, of the majority of academic and professional employees who have voted to approve the Agreement.

21. UNION DELEGATES

The Institute recognises the union delegates who are elected by the employees as the onsite representatives of the union.

22. NOTICE BOARD

22.1 The Institute shall give access to notice boards in suitable prominent locations (for example the lunch room) at campuses where employees are working for the purpose of enabling the union or union delegates to post any notice in connection with this Agreement or other matters related to the employment of the employees or their union membership which the union may require to have posted.

23. MODES OF EMPLOYMENT

23.1 The parties recognise that the preferred mode of employment at Melbourne Polytechnic is ongoing. However the parties also recognise that some fixed term and casual employment will continue to be necessary. Such employment will be in accordance with the terms of this Agreement. It is agreed that fixed-term and casual employment will not be used to substitute
for ongoing employment.

24. CONTRACT OF EMPLOYMENT

24.1 On appointment the Institute shall provide employees with a letter of appointment which stipulates the type of employment and contains the following information:

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

24.2 The Institute will normally engage employees on fixed-term contracts in circumstances where:

24.2.1 Replacement of staff on leave is required;
24.2.2 Where the position is funded from a “one off” specific purpose grant for a project of limited duration;
24.2.3 New and/or short-term program areas are introduced to the Institute or reducing numbers threaten the viability of an existing program;
24.2.4 An employee with current industry experience is required for a limited term.

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

24.4 An employee may apply to the Institute for a temporary adjustment of the employee’s time fraction. The Institute may agree to a temporary adjustment of the time fraction for a specified period of time having regard to the employee’s reasons and the operational requirements of the Institute. Reversion to the prior time fraction shall occur at the conclusion of the temporary
25. CASUAL EMPLOYMENT

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

25.2 A casual employee shall be entitled to all relevant provisions of the NES and this Agreement save for paid public holidays, paid leave of any kind, 46/52 Mode of Employment, Recognition of Cultural Obligations and Redeployment and Payments for Retrenchment.

25.3 25.3.1 A casual employee will be paid per hour 1/38th of the appropriate rate plus a loading of 25% of the hourly rate.

25.3.2 Casual academic rates of pay are set out in Schedule 2 to this Agreement. The casual academic rate includes a casual loading of 25%

25.4 A casual employee other than Academic employee will be paid for a minimum of four hours for each attendance whether or not the time for which the person is hired is less than four hours excepting where provided for in Schedule 3 of this agreement. For Academic casual employees refer to the tables within Schedule 2.

25.5 A casual employee who considers that he/she has been engaged on a regular and systematic basis for a minimum period of six months and the Institute intends the duties to be continued to be performed, the employee may apply to have his/her mode of employment converted to ongoing or a fixed term contract. The Institute shall not unreasonably reject such an application.

25.6 Where a casual employee is employed by the Institute on an on-going basis, the employee’s period of service as a casual employee will count in full for the calculation of long service leave entitlements, where there is no break in service, and where in line with relevant Long Service Leave Legislation.

25.7 The Institute shall take reasonable steps from time to time to inform casual employees of the conversion provisions of this Agreement.

25.8 An Institute must not fail to reengage a casual employee because the casual employee may access the entitlements provided in clause 25.5 and clause 25.6. The rights of the Institute to engage or not engage a casual employee are otherwise not affected.

26. HOURS OF WORK

26.1 The ordinary hours of work as prescribed by the Institute will be between 8.00 a.m. and 6.00p.m. Monday to Friday, except for shift employees whose ordinary hours of duty will not
26.2 The ordinary hours of duty will not exceed 38 per week when averaged over one of the following cycles;

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

26.3 Each employee shall work the contracted hours per week according to arrangements made between the employee and the supervisor, which are approved by the Senior Manager.

26.4 Each employee will be expected to be on duty at the identified times unless on an authorised absence. Any change to the hours of duty will require consultation and agreement with the employee and in the absence of agreement there will be at least 7 days notice of the change occurring.

26.5 Time cards will only be required to be submitted for hours for which either a shift penalty or overtime is paid.

26.6 The hours of work set out in this clause only apply to professional employees.

27. MEAL AND REST BREAKS

27.1 An employee shall not work for more than five hours continuously without an interval for a meal break of not less than 30 minutes being made available.

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

27.2.1 One 10 minute break between the time of commencing work and the usual meal break; and

27.2.2 A second 10 minute break between the usual meal break and the time of ceasing work.

27.3 An employee who works more than four hours overtime on a Saturday morning must be allowed a rest break of 10 minutes between commencing and finishing work.

27.4 The meal and rest breaks set out in this clause apply only to professional employees.

28. REDEPLOYMENT

28.1 There shall be a Redeployment Committee consisting of two Institute nominees and two nominees of the local branch of the union.
28.2 The Redeployment Committee shall:

28.2.1 Consider proposals for organisational restructures which will have significant effects on employees. Details of significant organisational restructure must be submitted to the Redeployment Committee.

28.2.2 Consider all cases involving the redeployment of employees.

28.2.3 Determine valid offers of redeployment including retraining options for employees subject to redeployment.

28.2.4 Make recommendations to the CEO on all matters before it.

28.3 The principles relating to the redeployment of employees are:

28.3.1 Ongoing employees subject to redeployment will retain their status as ongoing employees irrespective of the tenure of any position determined to be a valid offer of redeployment.

28.3.2 Salary maintenance at the substantive classification of the employee shall apply for a period of 12 months should a position of lower classification be determined by the Redeployment Committee to be a valid offer of redeployment and the position is accepted by the employee.

28.3.3 Employees subject to redeployment shall receive assistance from the Human Resources Department if they request it for the purpose of counselling and providing their preferred options. They may appear before the Redeployment Committee at the discretion of the Committee.

28.3.4 Employees offered a position with substantially similar or identical duties to the position formerly occupied shall not be eligible for severance payments if that offer of redeployment is rejected.

28.3.5 The Redeployment Committee shall ensure that the employee can perform the duties of any position considered to be a valid offer of redeployment.

28.3.6 A notice period of 12 weeks will apply to an individual employee identified as surplus to requirements. During the notice period an employee will be granted reasonable leave with pay to investigate alternative job offers or seek appropriate advice or counselling on early retirement.

28.4 Voluntary transfers to suitable positions may be made to employees potentially subject to redeployment. The letter offering the transfer must also provide the employee with the option of utilising the redeployment procedures. If the offer of voluntary transfer is accepted the matter is considered to be resolved.

28.5 The Institute must comply with the Victorian Government policy in relation to Public Sector
redundancies in accordance with Victorian Government policy at the given time which will not be less than the entitlements under the NES.

29. DISCIPLINARY PROCEDURES

29.1 Disciplinary procedures may be commenced if it is alleged by the Institute either that an employee’s performance is unsatisfactory or if it is alleged that the employee is guilty of misconduct or serious misconduct.

29.2 Unsatisfactory performance is defined as inefficiency, negligence or carelessness in the performance of duties.

29.3 If it is alleged that an employee’s performance is unsatisfactory appropriate supervisory staff will meet with the employee and identify the areas of unsatisfactory performance. Notes of the meeting are to be made and preferably signed off by both parties as an accurate record of the meeting. If, after a reasonable period of review, the performance of the employee remains unsatisfactory the remainder of these procedures will be implemented.

29.4 The employee will be notified in writing that the employee’s performance is considered unsatisfactory. The areas of unsatisfactory performance will be identified and a meeting with relevant Institute representatives arranged to discuss the matter. The meeting will be held at least five working days after the correspondence has been delivered to the employee. The employee is to be advised that a support person or a representative may attend the meeting with them.

29.5 At the meeting the nature of the unsatisfactory performance will be explained to the employee and the employee will then be given the opportunity to respond.

29.6 If unsatisfactory performance is substantiated and there have been previous instances of unsatisfactory performance or misconduct, termination of employment may occur following consideration of:

29.6.1 Any warnings the employee had in relation to previous instances of misconduct or unsatisfactory performance;

29.6.2 The length of service of the employee;

29.6.3 The previous record of the employee;

29.6.4 Any submissions made by the employee in relation to the imposition of such a penalty. If there are no previous instances of unsatisfactory performance or misconduct and termination of employment is not to occur the remainder of these procedures shall be implemented.
29.7 Following discussion the Institute representatives will, if necessary, identify measures, which may include training and assistance to improve performance to a satisfactory level and to establish a review period. These measures will be conveyed to the employee verbally and in writing. The employee is to be also advised that failure to improve performance may lead to termination of employment.

29.8 Detailed notes of the meeting will be prepared and preferably signed off by all participants as an accurate record of the meeting.

29.9 If unsatisfactory performance is not substantiated all records are to be destroyed and the employee notified in writing accordingly.

29.10 Meetings will be held at the end of the review period to establish if performance has improved to a satisfactory level and further review periods will be established if necessary.

29.11 If performance improves to a satisfactory level the employee is to be notified in writing of this and informed that the process has now ended.

29.12 If termination of employment occurs under these circumstances the employee will be notified in writing of the reasons for the termination. Those reasons may include any previous instances of unsatisfactory performance or misconduct.

29.13 Clause 29.28 is a checklist for cases of unsatisfactory performance.

29.14 Misconduct includes but is not limited to:

29.14.1 Disobeying or disregarding lawful and reasonable instructions;

29.14.2 Breaching any policies or procedures of the Institute;

29.14.3 Any action which contravenes Federal or State Legislation concerning anti-discrimination.

29.15 Following an incident an Institute representative from senior management will conduct an investigation and collect evidence relating to the incident, which may include:

29.15.1 Statements by all witnesses to the incident, if appropriate; and/or

29.15.2 Reports from experts; and/or

29.15.3 Reports from others who are in a position to provide relevant information.

29.15.4 A contemporaneous record of the details of the investigation shall be maintained.

29.16 If the Institute representative is satisfied that misconduct may have occurred the employee will be notified in writing of the specific allegations. Witness statements and other documentary evidence will also be provided. A meeting will be held at least five working days after the correspondence has been delivered to the employee. The employee is to be advised that a support person or a representative may attend the meeting with them.
29.17 The employee will be given the opportunity to respond to the allegations.

29.18 Detailed notes of the meeting shall be prepared and preferably signed off by all participants as an accurate record of the meeting.

29.19 If the allegations are unsubstantiated, all documentation is to be destroyed and the employee notified in writing accordingly.

29.20 If the allegations are substantiated an appropriate penalty shall be imposed following consideration of:

29.20.1 The seriousness of the misconduct;

29.20.2 Any warnings the employee had in relation to previous instances of misconduct or unsatisfactory performance;

29.20.3 The length of service of the employee;

29.20.4 The previous record of the employee;

29.20.5 Any submissions made by the employee in relation to the imposition of a penalty.

29.21 If a warning is issued it shall be in writing and the letter will clearly articulate that any further instances of misconduct or any instances of unsatisfactory performance may lead to termination of employment. If termination of employment is to occur the employee will be notified in writing of the reasons for the termination. The period of notice shall be as prescribed by Section 117 of the Act. Payment in lieu of notice may be made.

29.22 Clause 29.29 is a checklist for cases of misconduct or serious misconduct.

29.23 Serious misconduct is defined as:

"misconduct of such a nature that it would be unreasonable to require the Institute to continue the employment of the employee concerned during the required period of notice".

29.24 Serious misconduct is deemed to include:

29.24.1 Wilful or deliberate behaviour that is inconsistent with the continuation of the contract of employment;

29.24.2 Conduct that causes imminent and serious risk to health and safety of a person or the reputation, viability or profitability of the Institute’s business.

29.24.3 Examples include but are not limited to theft, fraud, assault, substance abuse at work, refusing to carry out a lawful and reasonable instruction and serious negligence.

29.25 The procedures to be followed are the same as those in clause 29.15 to clause 29.21 save
that:

29.25.1 The employee may be suspended on full pay during the investigation;

29.25.2 Termination without notice may occur if serious misconduct, as distinct from misconduct, is substantiated.

29.26 Letters to employees referred to in Clauses 29.4, 29.7, 29.9, 29.11, 29.12, 29.16, 29.19, 29.21, will be signed by any of the CEO or the Executive team / nominee.

29.27 Employees are to be advised that failure to attend a meeting without reasonable prior explanation may be to their detriment.

29.28 Checklist for Unsatisfactory Performance

29.28.1 Is the employee very clear as to what he/she was employed to do?

29.28.2 Is there a position description?

29.28.3 Has the employee been made aware of perceived shortfalls in his/her performance of the job and has this been documented as required by Clauses 29.3, 29.4, 29.7, 29.8, 29.10 and 29.12 of these procedures?

29.28.4 Has the employee been given a reasonable period in which to improve?

29.28.5 Has the employee been given all reasonable training, assistance and supervision to ensure that the employee is not restricted in his/her ability to perform the required tasks?

29.28.6 Is the standard of performance required of the employee unreal or unreasonable?

29.28.7 Has the employee been told that if improvement in performance is not forthcoming, termination of employment may be a consequence (ie. been given a “warning”)?

29.28.8 Has the employee been given an opportunity to respond to the allegations of poor performance and put forward any external reasons that may be affecting performance e.g. personal or family reasons, illness etc?

29.28.9 If improvement has not been forthcoming, has the employee been given an opportunity to explain why improvement has not occurred?

29.28.10 If a decision in principle to terminate employment has been made, has the employee been given the opportunity to put forward any reasons as to why termination should not take place? Has the employee been told the precise reason for termination including any previous instances of unsatisfactory performance or misconduct?

29.28.11 Has the employee been paid notice in accordance with the notice provisions in the Act?
29.29 Checklist for Misconduct and Serious Misconduct

29.29.1 Has a thorough investigation taken place into the alleged misconduct?

29.29.2 Have all potential witnesses given statements about the incident?

29.29.3 Has all relevant documentary evidence been gathered and considered?

29.29.4 Has the employee been given the opportunity to have some input into the investigation process e.g. by suggesting relevant witnesses or other evidence that is relevant?

29.29.5 Have the allegations been clearly formulated and put to the employee for his/her response in an interview or in writing?

29.29.6 Have all the witness statements and documentary evidence been provided to the employee to consider and respond to?

29.29.7 If the misconduct involves a breach of Melbourne Polytechnic policy, did the employee know of the existence of the policy and had he/she read it?

29.29.8 Was the employee permitted to have a support person or a representative in the interview where the allegations were put to the employee?

29.29.9 Is termination of employment the appropriate penalty or is another form of penalty more appropriate e.g. Final warning, demotion, suspension?

29.29.10 In similar cases of misconduct in the past, has there been a consistent application of policy with that proposed in this case?

29.29.11 Has the employee been given an opportunity to plead a case for not being dismissed e.g. Length of service, personal factors, other mitigating factors?

29.29.12 Has the employee been given notice of termination? If not, was the misconduct so serious that the Institute should not be expected to continue employment during any notice period (or pay in lieu of notice)?

30. NOTICE OF TERMINATION

30.1 An ongoing or fixed term contract employee employed at or above the first increment of PACCT 7 will provide the Institute four weeks' notice in writing of an intention to resign from their employment. All other ongoing or fixed term contract employees will be required to give two weeks' notice of an intention to resign from their employment.

30.2 The notice period may be varied by agreement between the employee and the Institute and payment in lieu of any part of the notice period may be made at the discretion of the Institute.

30.3 If an employee fails to give notice the Institute may withhold monies from the employee in
an amount equal to the ordinary rate of pay for the notice period.

30.4 Where the Institute gives notice of termination the minimum period of notice will be:

<table>
<thead>
<tr>
<th>Employee's period of continuous service with the Institute</th>
<th>Period of notice</th>
</tr>
</thead>
<tbody>
<tr>
<td>Not more than 1 year</td>
<td>At least 1 week</td>
</tr>
<tr>
<td>More than 1 year but not more than 3 years</td>
<td>At least 2 weeks</td>
</tr>
<tr>
<td>More than 3 years but not more than 5 years</td>
<td>At least 3 weeks</td>
</tr>
<tr>
<td>More than 5 years</td>
<td>At least 4 weeks</td>
</tr>
</tbody>
</table>

30.5 The minimum period of notice given by the Institute will be increased by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with the Institute.

30.6 Notice is not required to be given by the Institute or the employee in circumstances where a fixed term contract is due to expire with the effluxion of time.

30.7 In calculating any payment in lieu of notice the wages an employee would have received in respect of the ordinary time he or she would have worked during the period of notice had his or her employment not been terminated shall be used.

31. PUBLIC HOLIDAYS

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

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

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

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

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

31.5 When New Years Day is a Saturday or Sunday an additional holiday shall be observed on the next Monday.

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

32. LONG SERVICE LEAVE

32.1 Entitlement

32.1.1 An employee will be entitled to long service leave at the rate of 1.3 weeks for every year of service and shall be entitled to take long service leave after 7 years of service. Such leave shall be on full pay provided that the employee may elect to convert all or part the period of entitlement to double the period by taking leave on half pay.

32.1.2 Where an employee with not less than seven completed years of service resigns or is terminated by the Institute, the Institute will in lieu of long service leave pay to the employee a sum equal to 1.3 weeks x years of service.

32.1.3 Where an employee with not less than four completed years of service dies or terminated because of:

   (a) Retirement
   (b) Ill Health; or
   (c) Redundancy;

32.1.4 The Institute will pay to the employee or the employee’s personal representative a sum equal to 1.3 weeks x years of service.

32.1.5 An employee granted long service leave shall be paid the following rate of pay:

   (a) where the employee’s service has been constant on a full-time basis, the leave shall be paid at the employee’s ordinary rate of pay
   (b) where the employee’s service has been other than constant, the leave shall be paid at a rate of pay based on the employee’s average time fraction calculated over the total period of service

32.1.6 Public holidays will not be regarded as part of the leave.
32.1.7 The granting of long service leave will be subject to the following process:

(a) an employee will give six months’ notice of an intention to take long service leave. The Institute may reduce the notice period at its discretion.

(b) all applications for long service leave must specify the precise period of leave applied for and whether the leave is applied for at half pay or full pay.

(c) The CEO shall make a decision as to the granting of such leave.

<table>
<thead>
<tr>
<th>(d) The minimum amount of long service leave normally approved will be: No. of Days</th>
<th>Time Fraction</th>
</tr>
</thead>
<tbody>
<tr>
<td>20</td>
<td>Average time fraction</td>
</tr>
<tr>
<td>40</td>
<td>Average time fraction x 0.5</td>
</tr>
</tbody>
</table>

Days are exclusive of public holidays

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

32.1.9 Salary paid while on long service leave will be paid fortnightly or as otherwise agreed between the employee and the Institute.

33. RECOGNITION OF PRIOR SERVICE

33.1 An application for recognition of prior service for long service leave and sick leave purposes shall be made within six months of the date of appointment. Such application will be recognised as complete when adequate documentation is provided to the Institute substantiating the service claimed.

The Institute shall advise the employee of the result of the application within one month of receipt of the completed application.

33.2 Following the appointment of an employee new to the Institute:
33.2.1 The Institute will not accept prior recognised service exceeding 7 years for long service leave credits.

33.2.2 The employee will not be able to take any long service leave that occurs from recognition of prior service until completion of a minimum of 4 years service with the Institute.

33.3 Any employee who believes that unusual disadvantage will be suffered by the application of sub clause 33.2.2 may make a case for special consideration to the Institute.

33.4 Service in or at the following institutions will be recognised for long service leave, provided that there has not been a break in continuous employment of more than twelve months:

- another Victorian TAFE Institute or University; or
- a Victorian state primary school or state secondary college; or
- the Public Service of Victoria; or
- a public entity as defined by section 5 of the Public Administration Act 2004 (Vic). or its successor;
- a Municipality or other Local Government Authority;
- a Commonwealth Department;
- a Commonwealth Department instrumentality or authority (including the armed forces)
- a publicly funded Australian University

33.5 Other Service Recognised

33.5.1 War service in the Australian Armed Forces which ended not more than five years before any other employment which entitled an employee to long service leave.

33.5.2 Service where an employee was in receipt of a temporary pension pursuant to a s.68 of the Superannuation Act 1958 and s83A of the State Superannuation Act 1988 (the successor Act).

33.6 Service in or at the following institutions will be recognised for sick leave, provided that there has not been a break in continuous employment from the institution to the Institute:

- another Victorian TAFE Institute or University; or
- a Victorian state primary school or state secondary college; or
- the Public Service of Victoria; or
- a public entity as defined by section 5 of the Public Administration Act 2004 (Vic). or its successor
- a Municipality or other Local Government Authority;
- a Commonwealth Department;
- a Commonwealth Department instrumentality or authority (including the armed forces)
- a publicly funded Australian University

34 PERSONAL LEAVE

34.1 The provisions of this clause apply to full-time and regular part-time employees, but do not apply to casual employees. Paid personal leave is available to an employee when he or she is absent due to personal illness or injury (sick leave).

34.2 Where an employee is absent from duty by reason of personal illness or injury or is required to provide care or support for a member of the employee’s immediate family or household who is ill or injured or the member is dealing with an unexpected emergency, personal leave at the ordinary rate of pay shall be granted in accordance with the following provisions:

34.2.1 For the purposes of this clause **immediate family** includes a spouse (including a former spouse, a de facto partner or former de facto partner of the employee including a person of the same sex) and a 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. A person for whom the employee has a caring responsibility arising from an Aboriginal or Torres Strait Islander kinship relationship of equivalent status to the above.

34.2.2 On appointment an employee shall be entitled to a credit of thirty days personal leave on full pay. Upon the completion of two years and for each year of service thereafter on the anniversary of commencement a further 15 days full pay is credited.

34.2.3 The Institute may grant additional paid leave in advance of entitlement.

34.2.4 Notwithstanding clause 34.2.2 if an employee’s employment is terminated and that employee has taken more paid personal leave than would have been accrued at the rate of fifteen days per year the Institute may recoup the amount of paid personal leave in excess of the leave accrued.

34.2.5 Unused personal leave shall be cumulative.

34.2.6 An employee shall inform the Institute as soon as practicable (which may be a time after the leave has started) of his/her inability to attend for duty and as far as practical state the estimated duration of absence.

34.2.7 An employee shall prove to the satisfaction of the Institute that the inability to attend
for duty was due to such illness or injury or the need to provide primary care for an ill or injured immediate family or household member or in circumstances where the member is dealing with an unexpected emergency on the day or days for which personal leave is claimed.

The provision of a medical certificate from a registered medical practitioner or a statutory declaration with respect to such personal illness or injury shall be taken to satisfy the requirements of this clause.

Where the absence is due to the need to provide primary care for an ill or injured immediate family or household member or that member is dealing with an unexpected emergency, the medical certificate or statutory declaration must state that the illness, injury or emergency is such as to require primary care by the employee.

34.2.8 The Institute may insist on the provision of a medical certificate from a registered medical practitioner or statutory declaration for absences in excess of 5 days or in excess of three consecutive days.

34.2.9 Where personal leave exceeds thirteen weeks the Institute may require the employee to attend the designated doctor for an assessment at the Institute’s expense.

34.2.10 Where an employee is continuously absent from duty because of personal illness beyond a period of two weeks, the employee shall not be permitted to return to duty until the nominated registered health practitioner certifies fitness to return either on full duty or modified duties as certified by a registered health practitioner.

34.3 A public holiday observed during any period of paid personal leave taken by an employee shall not be regarded as part of the paid personal leave.

34.4 Where an employee with accrued personal leave credits becomes ill for not less than five consecutive working days while on long service leave or annual leave, on provision of a medical certificate from a registered medical practitioner, the employee shall be entitled to be placed on personal leave in accordance with this clause and no deduction shall be made from the employee’s long service leave or annual leave credits for the days in question.

35. BEREAVEMENT/COMPASSIONATE LEAVE

35.1 Upon satisfactory evidence, the Institute shall grant bereavement/compassionate leave for up to three days without loss of pay to any employee on each occasion when a member of the employee’s immediate family, or a member of the employee’s household dies.

35.2 Upon satisfactory evidence, the Institute shall grant compassionate leave for up to two days
without loss of pay to any employee on each occasion when a member of the employee’s immediate family or a member of the employee’s household:

35.2.1 Contracts or develops a personal illness that poses a serious threat to his or her life; or
35.2.2 Sustains a personal injury that poses a serious threat to his or her life.

36 SPECIAL LEAVE DUE TO MILITARY CONFLICT DISABILITIES

36.1 Where the Institute is satisfied that the illness of an employee with at least six months’ paid continuous service is directly attributable to or is aggravated by the employee’s service recognised under the Veterans’ Entitlements Act 1986 (Cth), including: operational service; or peacekeeping service; or hazardous service, the employee shall apart from any sick leave which may be standing to the employee’s credit, be credited with fifteen days special leave with full pay.

36.2 Such special sick leave shall be cumulative provided that the total of such accumulated leave standing to the credit of an employee shall not at any time exceed 100 days.

36.3 The Institute may require the Employee to provide evidence of the existence of the illness and its relationship to service from a Registered Practitioner.

37. DEFENCE RESERVE LEAVE

37.1 Leave will be granted for Defence Reserve service up to a maximum period of 78 weeks continuous service.

37.2 An employee required to complete Defence Reserve service will consult with the Institute regarding the proposed timing of the service and will give the Institute as much notice as is possible of the time when the service will take place.

37.3 Where the base salary excluding allowances received by the employee from the Australian Defence Force in respect of Defence Reserve service during his or her ordinary of work is below the employee’s salary, the Institute will, unless exceptional circumstances arise pay the employee make up pay for the period of Defence Reserve service.

38. JURY SERVICE AND COMMUNITY SERVICE LEAVE

38.1 An employee required under the Juries Act 2000 as amended to appear and serve as a juror in any court will be entitled to be granted by the Institute leave with pay for the period during which the attendance of the employee at court is required. The employee will not be required to account for any allowances received by him or her.
38.2 An employee will be granted up to 38 hours paid leave in circumstances where an employee is requested by an emergency service of which they are a member to attend an emergency situation which is causing or threatens to cause damage or injury to life, property or stock. The Institute may approve further leave with or without pay where the need is of such a magnitude as to warrant special consideration.

38.3 ‘Emergency Service’ includes Country Fire Authority, Rural Fire Service, State Emergency Service, Coast Guard, St John Ambulance.

39. ANNUAL LEAVE

39.1 An employee shall be entitled to twenty days annual leave, progressively accrued, for each twelve month period of continuous service, or on a pro rata basis for any period of service which is less than twelve months.

39.2 Annual leave entitlement

<table>
<thead>
<tr>
<th>Employee Type</th>
<th>Shift Arrangement</th>
<th>Annual leave entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 Day shift employee</td>
<td>Working ten Sundays or more</td>
<td>Five weeks</td>
</tr>
<tr>
<td>7 Day shift employee</td>
<td>Working less than ten Sundays</td>
<td>Four weeks plus ½ day for each Sunday worked</td>
</tr>
<tr>
<td>All other employees</td>
<td></td>
<td>Four weeks</td>
</tr>
</tbody>
</table>

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

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

39.3.2 The Institute and the employee may agree that the annual leave entitlement may accrue up to a maximum of a 24 months’ entitlement. For the sake of clarity the normal maximum annual leave credit is 40 days.

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

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

39.5 Payment during annual leave will occur on regular pay days unless otherwise agreed between the employee and the Institute.

39.6 An academic employee will be paid an annual leave loading of 17.5 % of their ordinary rate of pay.
A professional employee will be paid an annual leave loading of 17.5% of the rate that is the greater of:

39.6.1 the employees ordinary rate of pay plus loading of 17½% of that rate, or
39.6.2 the employee’s projected shift earnings for the period of annual leave, including shift penalties and penalties for Saturday and Sunday and holiday duty.

39.7 Annual leave loading will be paid on the first pay in December of each year.

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

39.8.1 An employee with less than twelve months service on the agreed date for the payment of leave loading will be paid on a pro rata basis.
39.8.2 Upon termination of employment with the Institute an employee will be paid the annual leave loading on a pro rata basis.

39.9 Annual leave not taken in accordance with clause 39.3 shall be paid in full to the employee upon expiration of the employee’s employment.

39.10 Notwithstanding clauses 39.1 and 39.2 if an employee’s employment is terminated and that employee has taken more paid annual leave than would have been accrued at the rate of twenty days per year, the Institute may recoup the amount of paid annual leave in excess of the leave accrued.

39.11 An employee is entitled to forgo an entitlement to take up to two weeks annual leave in any 12 month period by the way of cashing out annual leave if:

39.11.1 The employee gives the Institute a written election to forgo the amount of annual leave. A copy must be kept on file
39.11.2 the employee will receive pay in lieu of the amount of annual leave at a rate that is no less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
39.11.3 the Institute authorises the employee to forgo the amount of annual leave.
39.11.4 the annual leave credit standing to the employee after deducting the amount foregone is at least 20 days.

39.12 An employee will not be required to forgo an entitlement to take an amount of annual leave.

39.13 An employee can seek to cash out annual leave more than once every 12 months only in cases of demonstrated financial hardship and providing that the condition within clause 39.11 are met.

39.13.1 When an employee makes an application for the cashing out of annual leave due to financial hardship, the onus is on the employee to provide necessary documentation to support their application.
39.13.2 Examples of financial hardship include, but are not limited to, financial misfortune, family tragedy, serious illness, and impacts of natural disasters. Supporting documentation may include but not limited to medical certificates and statutory declarations.

40. PARENTAL LEAVE

40.1 Application

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

40.1.1 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

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

40.2 Definitions

For the purposes of this clause:

40.2.1 Eligible Casual Employee means a casual Employee:

(a) employed by the Institute 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 Institute on a regular and systematic basis.

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

40.2.3 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:
i. who is, or will be, under 16 as at the day of placement, or the expected day of placement;

ii. 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

iii. is not (otherwise than because of the adoption) a child of the Employee or the Employee’s spouse

40.2.4 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.

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

40.2.6 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.

40.3 Summary of Parental Leave Entitlements

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

<table>
<thead>
<tr>
<th></th>
<th>Paid leave</th>
<th>Unpaid leave</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td><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>
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<tr>
<td><strong>Secondary Caregiver</strong></td>
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<tr>
<td>More than 12 months service</td>
<td>1 weeks</td>
<td>Up to 51 weeks</td>
<td>52 weeks</td>
</tr>
<tr>
<td>Less than 12 months service</td>
<td>0</td>
<td>Up to 52 weeks</td>
<td>52 weeks</td>
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<tr>
<td>Eligible casual employee</td>
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<td>Up to 52 weeks</td>
<td>52 weeks</td>
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<tr>
<td><strong>Permanent Care Leave</strong></td>
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<tr>
<td>More than 12 months service</td>
<td>14 weeks</td>
<td>Up to 38 weeks</td>
<td>52 weeks</td>
</tr>
</tbody>
</table>
40.4 Parental Leave – Primary Caregiver

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

(a) 14 weeks paid parental leave; and

(b) up to 38 weeks unpaid parental leave.

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

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

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

(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 Institute; or

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

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

40.5 Parental Leave – Secondary Caregiver

40.5.1 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) 1 weeks paid parental leave; and

(b) up to 51 weeks unpaid parental leave.

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

40.5.3 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.

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

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

40.6 Pre-adoption leave

40.6.1 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.

40.6.2 The Employee and the Institute 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.

40.6.3 Where paid leave is available to the Employee, the Institute may require the Employee to take such leave instead.

40.6.4 The Institute may require the Employee to provide satisfactory evidence supporting the leave.

40.7 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 14 weeks’ paid leave at a time to be agreed with the Institute.
40.8 Grandparent Leave

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

40.9 Continuing to work while pregnant

40.9.1 The Institute 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 week period immediately prior to the expected date of birth of the child; or

(b) is on paid leave under clause 40.11.2.

40.9.2 The Institute may require the Employee to start parental leave if the Employee:

(a) does not give the Institute the requested certificate within seven days of the request; or

(b) gives the Institute a medical certificate stating that the Employee is unfit to work.

40.10 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 34.

40.11 Transfer to a Safe Job

40.11.1 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 advisable 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.

40.11.2 If there is no safe job available, the employee is entitled to take paid no safe job leave, or the Institute 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 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.

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

40.12 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:

40.12.1 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 34;

40.12.2 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 40.3 and thereafter, to unpaid special maternity leave.

40.13 Notice and evidence requirements

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

(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.

40.13.2 At least four weeks before the intended commencement of parental leave, the Employee must confirm in writing the intended start and end dates of the parental
leave, or advise the Institute of any changes to the notice provided in clause 40.13.1, unless it is not practicable to do so.

40.13.3 The Institute 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.

40.13.4 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.

40.14 Commencement of parental leave

40.14.1 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.

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

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

40.14.4 The Institute and Employee may agree to alternative arrangements regarding the commencement of parental leave.

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

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

40.16 Employee Couple – Concurrent Leave

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

40.16.2 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.

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

40.17 Parental Leave and Other Entitlements

40.17.1 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 40.19.2

40.17.2 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 Institute will grant the Employee a day off in lieu, to be taken by the Employee immediately following the period of paid parental leave.

40.17.3 Unpaid parental leave under clauses 40.4, 40.5, 40.19 and 40.21 shall not break an Employee’s continuity of employment but it will not count as service for leave accrual or other purposes.

40.18 Keeping in touch days

40.18.1 During a period of parental leave an Institute 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.

40.18.2 Keeping in touch days must be agreed and be in accordance with section 79A of the Fair Work Act 2009.

40.19 Extending parental leave

40.19.1 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 40.4 or 40.5, may extend the period of their parental leave on one occasion up to the full 52 week entitlement.

(b) The Employee must notify the Institute in writing at least four weeks prior to the end date of their initial parental leave period. The notice must specify the new end date of the parental leave.

40.19.2 Right to request an extension to parental leave

(a) An Employee who is on parental leave under clause 40.4 or 40.5 may request an extension of unpaid parental leave for a further period of up to 12 months immediately following the end of the current parental leave period.

(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 Institute at least 4 weeks before the end of the current parental leave period. The request must specify any parental leave that the Employee’s spouse will have taken.

(d) The Institute 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. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

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

(f) The Institute 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.

40.19.3 Total period of parental leave
(a) The total period of parental leave, including any extensions, must not extend beyond 24 months.

(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 40.4 or 40.5 will reduce by the period of any extension taken by a member of the couple under clause 40.19.

40.20 Calculation of pay for the purposes of parental leave

40.20.1 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 years. The calculation will exclude periods of unpaid parental leave.

40.20.2 The average number of weekly hours worked by the Employee, determined in accordance with clause 40.20.1 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.

40.20.3 Despite 40.20.1, an Employee who reduces the time fraction they work to better cope during pregnancy will not have their subsequent paid parental leave reduced accordingly.

40.20.4 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.

40.21 Commonwealth Paid Parental Leave

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

40.22 Returning to Work

40.22.1 Returning to work early

(a) During the period of parental leave, an Employee may return to work at any time as agreed between the Institute and the Employee, provided that
time does not exceed four 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 Institute immediately and the Institute will nominate a time not exceeding four weeks from receipt of notification for the Employee’s return to work.

40.22.2 Returning to work at conclusion of leave

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

(b) Subject to 40.22.2(c), an Employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to clause 40.11 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.

40.22.3 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 40.22.3(a), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.

40.23 Consultation and Communication during Parental Leave

40.23.1 Where an Employee is on parental leave and a definite decision has
been made to introduce significant change at the workplace, the Institute 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.

40.23.2 The Employee shall take reasonable steps to inform the Institute 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.

40.23.3 The Employee shall also notify the Institute of changes of address or other contact details which might affect the Institute’s capacity to comply with clause 40.23.1

40.24 Replacement Employees

40.24.1 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.

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

40.24.3 It is agreed that the limitation in clause 24.2 on the use of fixed term employment to replace the Employee does not apply in this case.

40.25 Casual Employees

The Institute 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 Institute in relation to engagement and re engagement of casual Employees are not affected, other than in
41. PAID LEAVE FOR TRADE UNION COURSES

41.1 Employees are entitled to a maximum of five days paid leave per calendar year for approved trade union courses, provided that department operating requirements permit the granting of such leave. The Institute may approve paid leave of absence in excess of five days and up to a maximum of ten days in any one year provided that the total leave granted in that year and the subsequent year shall not exceed ten days in total over two years.

41.2 An application for leave under this clause shall be accompanied by a statement detailing dates, times, venue and content of the trade union course.

41.3 Leave granted under this section:

   41.3.1 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;

   41.3.2 may include any necessary travelling time in normal working hours immediately before or after the course; and

   41.3.3 shall count as service for all purposes

   41.3.4 does not entitle the employee to reimbursement of personal expenses such as fares, travel, accommodation or meal costs incurred in attending a trade union course.

42. 46/52 MODE OF EMPLOYMENT

42.1 A full time employee may apply in October of each year to take ten (10) weeks leave in the subsequent calendar year and receive 46 weeks salary paid over the full year. The purpose of this mode of employment is to assist employees with family responsibilities. Inherent in such an application is an acknowledgement by the employee that approval is not guaranteed and is subject to the conditions specified in clause 42.5.

42.2 An employee working under this arrangement would be employed on a time fraction of 46/52.

42.3 Agreement entitlements would accrue at the rate of 46/52 of the entitlement.

42.4 An application to work under this mode of employment must be agreed by the Manager of the area and the employee and be approved by the People and Culture department.
Approval will be conditional upon:

42.5.1 the needs of the area and no loss of service to the area occurring as a result of approval;

42.5.2 an unreasonable workload not being created for other employees in the area.

42.5.3 the employee consulting their fellow employees about these issues giving them the opportunity to raise any concerns.

42.6 The Institute acknowledges and accepts that many employees applying for 46/52 mode of employment will request leave that coincides with school holidays.

43. RECOGNITION OF CULTURAL OBLIGATIONS

43.1 The Institute will recognise the established religious and cultural obligations, practices and activities of its employees.

43.2 An employee may be granted Ceremonial/Cultural Leave where she or he has a ritual obligation to participate in ceremonial activity which requires absence from work. Such leave will also include leave to meet the employee’s customary and traditional law obligations.

43.3 Such leave shall be without pay and for up to 10 days per annum.

43.4 Applications for leave under this clause must be accompanied by documentary evidence of the activity requiring attendance and absence from work.

43.5 Clauses 43.1, 43.2, 43.3 & 43.4 noted above do not apply to Aboriginal and Torres Strait Islanders.

44. CULTURAL AND CEREMONIAL LEAVE

44.1 NAIDOC Week Leave

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

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

44.2 Leave to attend Aboriginal community meetings

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

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

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

44.4 **Ceremonial leave**

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

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

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

44.4.2 Where ceremonial leave is taken for the purposes outlined in clause 44.4.1(a), up to three days in each year of employment will be with pay. Paid ceremonial leave will not accrue from year to year and will not be paid out on termination of the employment of the Employee.

44.4.3 Ceremonial leave granted under this clause 44.4 is in addition to compassionate leave granted under clause 35.

45. **MELBOURNE POLYTECHNIC CLOSE DOWN**

45.1 All Melbourne Polytechnic sites excluding retail and call centre sites will be closed between Christmas and New Year with limited staff required to work during this period. Dates of the closure are reported annually on the organisation calendars published on the staff portal. In general, staff are not required to work from the day after Melbourne Polytechnic closes until the first weekday following New Year’s Day.

45.2 For all Full-time and Part-time employees (pro-rata and dependent on roster), the Christmas closure may consist of:

- 45.2.1 three (3) public holidays;
- 45.2.2 Annual leave or leave without pay;
- 45.2.3 All employees other than academic employees can apply and participate in Time off in Lieu (TOIL) as per clause 46
46. TIME OFF IN LIEU (TOIL) FOR DAYS OVER THE INSTITUTE CLOSE DOWN

46.1 The parties agree to implement an arrangement whereby employees covered by this agreement can accumulate sufficient TOIL to take 2 days off during the Melbourne Polytechnic close down.

46.2 The conditions applying to the arrangement are:

46.2.1 Participation in the arrangement will be entirely voluntary

46.2.2 Employees who are rostered to work during the Melbourne Polytechnic close down are ineligible to participate

46.2.3 Employees who wish to participate will complete the form to be prepared by the Institute in consultation with the union as their application to participate

46.2.4 On one day per week the employee will work an additional 21 minutes, pro rata for part-time, to accumulate the 15.2 hours required.

46.2.5 The day is to be agreed with the manager of the area as are the actual times to be worked. Details are to be provided by the Manager and placed on the employee’s People and Culture file.

46.2.6 Where agreement on the day and or times cannot be reached the matter is to be referred to the Head of People and Culture or equivalent, who will convene a meeting of the Consultative Committee (CC). The CC will determine the matter.

46.2.7 A participating employee will not be eligible to take any form of paid leave on the two days nominated to take the TOIL.

46.2.8 Paid leave taken on the day on which additional time is worked will be deducted at the rate of 7 hours 57 minutes, pro-rata for part-time.

46.2.9 Clause 46 does not apply to academic employees

47. FAMILY VIOLENCE LEAVE

47.1 General Principle

47.4.1 The Institute 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 Institute is committed to providing support to staff that experience
47.4.2 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.

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

47.3 Eligibility

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

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

47.4 General Measures

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

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

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

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

47.4.5 An Employee experiencing family violence may raise the issue with their immediate supervisor, Family Violence contacts, union delegate or nominated People and Culture contact. The immediate supervisor may seek advice from People and Culture if the Employee chooses not to see the
People and Culture or Family Violence contact.

47.4.6 Where requested by an employee, the People and Culture 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 47.5 and clause 47.6.

47.4.7 The Institute 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.

47.5 Leave

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

47.5.2 An Employee who supports a person experiencing family violence may utilise their personal/carer’s leave entitlement to accompany them to court, to hospital, or to care for children. The Institute may require evidence consistent with clause 47.4.1 from an Employee seeking to utilise their personal/carer’s leave entitlement.

47.6 Individual Support

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

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

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

(c) temporary or ongoing relocation to suitable employment;

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

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

47.6.2 Any changes to an employee’s role should be reviewed at agreed periods. When an employee is no longer experiencing family violence, the terms and
conditions of employment may revert back to the terms and conditions applicable to the Employee’s substantive position.

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

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

48. CLASSIFICATION PROCESS

Subclauses 48.1 to 48.13 apply to the classification of professional employee positions. Subclause 48.14 applies to the classification of academic employee positions.

Professional Employees

48.1 Position descriptions for new Professional employee positions will be prepared by the Senior Manager of the area and submitted for evaluation in accordance with the descriptors in Schedule 1.

48.2 The position will be evaluated by a committee of two trained evaluators one of whom shall be a union nominee. Following consideration of the evaluation the Manager, Human Resources or equivalent will determine the classification.

48.3 A position may be considered for reclassification if there has been a substantial change in work related factors such as:

48.3.1 the difficulty and complexity of the work performed and/or;
48.3.2 the level of responsibility; and/or
48.3.3 the degree of supervision required; and/or
48.3.4 knowledge and skills required; and/or
48.3.5 organisational relationship and impact; and/or
48.3.6 the level of judgement and problem solving skills required

48.4 A request for reclassification may be initiated by the position incumbent or the Senior Manager responsible for the area.

48.5 The Senior Manager will be responsible for the preparation of a revised position description in consultation with the position incumbent. Once prepared the position description will be submitted to the Manager, Human Resources or equivalent for evaluation in accordance with descriptors in Schedule 1.

48.6 An evaluation committee consisting of three trained evaluators, two of whom shall be union
nominees, will be convened by the Senior People and Culture consultant or equivalent. The direct supervisor of the position shall not be on the evaluation committee. The evaluation committee may co-opt any person or persons to assist it in its deliberation. However, such person or persons shall not participate in the actual evaluation decision or be present during the position evaluation.

48.7 A written report containing the committee’s recommendation shall be made to the Manager, Human Resources or equivalent or delegate who will endorse the classification of the position or require it to be examined by the Evaluation Review Committee (ERC). A reclassification to a higher classification shall be effective from the date the position description was signed by both parties as an agreed document. All parties shall be notified in writing of the result of the request for reclassification within 4 weeks of the date of the request.

48.8 Staff members have the right to appeal against evaluation outcomes pertaining to their position.

Written appeals with supporting documentation must be submitted to the People and Culture department within 10 working days following notice of the result of evaluation. Late appeals will be considered at the discretion of the Executive Director, People & Culture and Organisational Development or delegate having regard to any mitigating circumstances that led to the delay in submitting the appeal.

48.9 Appeals must clearly state the grounds of appeal which are:

- **48.9.1** impropriety in the classification description allocation process; and/or
- **48.9.2** insufficient information contained in the position description; and/or
- **48.9.3** the classification is inconsistent with TAFE positions with substantially similar responsibilities and accountabilities both within and external to Melbourne Polytechnic.

48.10 Appeals or referrals by the Executive Director, People & Culture and Organisational Development or delegate pursuant to clause 48.9 will be considered by an ERC convened by the Manager, Human Resources or equivalent consisting of four trained evaluators who were not members of the original evaluation committee. Two members of the ERC shall be union nominees. The ERC may interview the appellant or other personnel it determines to be appropriate in the course of its deliberations.

48.11 An appellant may choose to be accompanied by another person from Melbourne Polytechnic to any meeting with the ERC.

48.12 An employee aggrieved by any part of these processes shall have access to the dispute resolution procedures contained in this Agreement.
48.13 The above procedures shall be used for the classification of all professional employee positions covered by this Agreement with the exception of temporary positions of 6 months or less, in the following circumstances;

48.13.1 when a position is created;
48.13.2 where the duties and responsibilities have changed to the extent that it is considered by the employee and the Institute that the position is no longer appropriately classified.

Academic Employees

48.14 All academic employees will be classified in accordance with the academic employee classification descriptors as set out in Schedule 2 of this Agreement.

49. PAYMENT OF SALARIES

Consistent with current practice, salaries will be paid fortnightly by electronic funds transfer to an account in a financial institution nominated by the employee. No deductions from salary will be made without the express written authority of the employee or as prescribed by provisions of this Agreement.

49.1. SALARY INCREASES

49.1.1 Schedule 1 of the Agreement sets out the minimum salary rates which are payable to professional employees.

49.1.2 Schedule 2 of the Agreement sets out the minimum salary rates which are payable for each of the academic levels from A to E.

49.2. SALARY PACKAGING

49.2.1 Employees may elect to salary package employment benefits in accordance with Government policy, taxation legislation and Melbourne Polytechnic policy in lieu of salary provided that their salary as specified in the relevant Schedule shall be used for calculating all benefits or entitlements upon cessation of employment.

49.2.2 The components of a salary package may be amended at any time by agreement between the employee and the Institute provided that one month’s notice of intended changes is provided by the employee to the Institute.

49.2.3 The Institute will be entitled to recover any payment of salary and benefits paid in advance if the employment arrangement is terminated.

50. SHIFT WORK
This clause does not apply to academic employees.

50.1 Definition

For the purpose of this clause and the NES:

50.1.1 Afternoon Shift other than for a casual or part-time employee means a period of duty commencing at or after 10.00am and before 8.00pm.

50.1.2 Night Shift other than for a casual or part-time employee means a period of duty commencing at or after 8.00pm and before 6.00am.

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

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

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

50.2 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>Day Shift</td>
<td></td>
</tr>
<tr>
<td>Ordinary Shift</td>
<td>Ordinary Rate</td>
</tr>
<tr>
<td>Overtime Hours</td>
<td>Public Holiday 250% of the ordinary rate otherwise 200% of the ordinary rate</td>
</tr>
<tr>
<td><strong>Afternoon</strong> (full time or part time employee) or <strong>Night Shift</strong> (part time employee)</td>
<td></td>
</tr>
<tr>
<td>Ordinary Shift</td>
<td>115% of the ordinary rate – (Monday to Friday)</td>
</tr>
<tr>
<td>Overtime Hours</td>
<td>Public 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>Public Holiday 250% of the ordinary rate otherwise 200% of the ordinary rate</td>
</tr>
</tbody>
</table>

50.3 Continuous Shifts

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

An employee working a shift that falls wholly within the hours 8.00pm – 6.00am for a period exceeding four continuous weeks will be paid an allowance of 15% which is additional to that prescribed in clause 50.2 above.

50.4 Payment for Weekend Work (Shift employees)

An employee required to work an ordinary shift on a weekend shall be paid as follows:
### Day of Weekend Rates

<table>
<thead>
<tr>
<th>Day</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>

#### 50.5 Time Off in Lieu

**50.5.1** An employee required to work an ordinary shift on a holiday may elect to be paid 150% of the ordinary rate and will be entitled to one days leave in lieu of the holiday provided that the employee notifies the People and Culture department of the election within fourteen days of the holiday.

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

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

#### 50.6 Alternative Shift Work Arrangements

**50.6.1** On 21 days notice of the proposed change the Institute 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.

**50.6.2** An employee working extended shifts will be required to work on average, four days of the ordinary working days Monday to Friday.

**50.6.3** The Institute and the employees concerned may agree to alternative shift arrangements which do not attract penalties.

**50.6.4** It will not be mandatory for an employee to work a shift which extends beyond 6.00pm without attracting a penalty.

**50.6.5** The penalty rates in this clause and in the overtime clause are not cumulative. Where an employee is entitled to more than one penalty rate the employee will be entitled to the highest single penalty rate.

### 51. OVERTIME

#### 51.1 Overtime — staff classified at the top pay point of PACCT Level 6 or below

**51.1.1** An employee will be paid overtime for all authorised time worked in excess of or outside ordinary hours.

**51.1.2** Overtime shall be computed as follows:
### Fixed hours of duty

| Each day stands alone. All time worked in excess or outside fixed hours will be Overtime. |

### Flexible hours of duty

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

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

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

#### 51.1.5 Overtime will be calculated to the nearest ¼ hour.

#### 51.1.6 Calculation of overtime pay will not include:

(a) shift allowances; and

(b) casual loadings.

#### 51.1.7 Calculation of overtime pay will include:

(a) higher duties allowance; and

(b) any other allowance in the nature of salary.

#### 51.1.8 Payment for overtime will not be subject to limitation within a work cycle as detailed in clause 26.2

### 51.1.9 Overtime Rates

#### (a) 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 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>

#### (b) Shift Employees

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

### 51.1.10 Time Off in Lieu of Overtime
(a) 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 51.1.9 for payment for overtime worked.

(b) 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 be paid overtime but will be allowed time off in lieu of overtime.

(c) Time off in lieu of overtime payment will be taken at a time or times mutually agreed between the employee and the Institute.

(d) The amount of time off in lieu to be taken shall be calculated in the same manner prescribed in clause 51.1.9.

51.2 Overtime — staff classified at PACCT Level 7.1 or above

An employee who is not working annualised hours and who works overtime will be entitled to time off instead of overtime payment on the basis of one hour for each hour worked.

51.3 Employee Recalled to Duty

51.3.1 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.

51.3.2 Where more than one overtime attendance is involved clause 51.3.1 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.

51.4 Rest Relief After Overtime

51.4.1 Reasonable travelling time will mean the period of time normally required to travel from the employee’s place of residence to the place of work and back.

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

51.4.3 An employee required by the 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.

51.5 Clause 51 does not apply to academic employees.
52. MEAL ALLOWANCES
An employee required to work overtime for more than two hours shall be paid meal allowance of $17.41 per occurrence. This amount will be adjusted by the percentage increase allocated to salaries. Clause 52 does not apply to academic employees.

53. HIGHER DUTIES ALLOWANCE

53.1 An employee who is required by the Institute 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.

53.2 The higher duties allowance will be the difference between the employees actual classification rate and the higher salary rates payable (pro-rata for employees engaged less than full time).

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

53.4 Higher Duties and Sick Leave
If an employee in receipt of higher duties allowance commences sick leave or commences Accident Make Up Pay the employee will be paid the higher duties allowance as follows:

<table>
<thead>
<tr>
<th>Period of Performance of Higher Duties</th>
<th>Amount of Leave at Higher Duties Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than twelve months</td>
<td>Not more than three days</td>
</tr>
<tr>
<td>Twelve months or more</td>
<td>Not more than two weeks</td>
</tr>
</tbody>
</table>

53.5 Higher Duties and Long Service Leave
An employee in receipt of higher duties allowance for twelve months or more immediately prior to taking long service leave will be paid the allowance for the period of leave.

54. ACADEMIC FREEDOM

54.1 Academic Employees are encouraged to contribute to public debate and discussion on matters relevant to their areas of specialist knowledge and expertise.

54.2 Academic freedom includes the rights of all academic Employees to:
54.2.1 Pursue critical and open enquiry and (where appropriate) to teach, assess, develop curriculum, publish and research;

54.2.2 Participate in a personal capacity, in public debates about political and social issues;

54.2.3 If appropriate, participate in public debates as a recognised expert or as a person with recognised specialist knowledge;

54.2.4 Participate in a personal capacity, in professional and representative bodies including industrial associations and to engage in community service;

55. ACADEMIC PROMOTION

55.1 Regular opportunities will be provided for Academic Employees to apply for Academic Promotion.

55.2 Promotion is based on academic merit measured across the full range of academic work, including teaching and learning, research and scholarship, administration, and service as appropriate to the nature of the applicant’s current appointment and the level to which promotion is being sought.

55.3 Processes will be maintain to consider and determine applications for promotion.

56. INTELLECTUAL PROPERTY

56.1 The Institute will provide a comprehensive policy on Intellectual Property that recognises the moral and intellectual rights of Academic Employee to their intellectual property in line with the policy.

56.2 The Institute undertakes to work collaboratively with the NTEU on the proposed policy.

57. CHANGE IN WORKING ARRANGEMENTS

57.1 If:

57.1.1 Any of the circumstances referred to in subsection 57.2 apply to an employee; and

57.1.2 The employee would like to change his or her working arrangements because of those circumstances;

(a) Then the employee may request the Institute for a change in working arrangements relating to those circumstances. This may include changes in hours of work, changes in patterns of work and changes in location of work.
57.2 The following are the circumstances:

57.2.1 The employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
57.2.2 The employee is a carer (within the meaning of the Carer Recognition Act 2010);
57.2.3 The employee has a disability;
57.2.4 The employee is 55 or older;
57.2.5 The employee is experiencing violence from a member of the employee’s family;
57.2.6 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.

57.3 The employee is not entitled to make the request unless:

57.3.1 the employee has completed at least 12 months of continuous service with the Institute immediately before making the request; or
57.3.2 For a casual employee:

(a) Employee is a long term casual employee of the Institute immediately before making the request; and
(b) Has a reasonable expectation of continuing employment by the Institute on a regular and systematic basis.

57.4 The request must:

57.4.1 Be in writing; and
57.4.2 Set out details of the change sought and of the reasons for the change.

57.5 The Institute may refuse the request only on reasonable business grounds that includes cost, lack of adequate replacement staff, loss of efficiency and impact on customer service.
SIGNED by Frances Coppolillo
On 4 July 2019 for and on behalf of MELBOURNE POLYTECHNIC

Signature of
Frances Coppolillo
Chief Executive
Melbourne Polytechnic
77-91 St Georges Road Preston Vic. 3072
ABN 50 230 165 243

I declare that I am an authorised representative of Melbourne Polytechnic and have the authority to sign this agreement on behalf of the Melbourne Polytechnic.

SIGNED by (Matthew McGowan) on 5 July 2019 for and on behalf of THE NATIONAL TERTIARY EDUCATION UNION

Signature of
Matthew McGowan
General Secretary
Level 1, 120 Clarendon Street
South Melbourne VIC 3205
SCHEDULE 1 - Professional employees classification & salaries

All professional employees must be classified according to the classification descriptors set out in this Schedule.

1. PROFESSIONAL EMPLOYEES CLASSIFICATION DESCRIPTORS

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

1.1 **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.

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

1.3 **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.

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

1.5 **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.

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

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

1.6.1 **Close supervision** means clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations is referred to higher levels. Work is regularly checked.
1.6.2 **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.

1.6.3 **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.

1.6.4 **Broad direction** means direction is provided in terms of objectives which may require the planning of employee, 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.

2.0 **PACCT LEVELS**

2.1 **PACCT Level 1**

2.1.1 **Education, training and experience**
- Completion of Year 12 with no or limited experience, or appropriate relevant experience.

2.1.2 **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.

2.1.3 **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.
2.1.4 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.

2.1.5 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.

2.1.6 Organisational relationship and impact

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

2.1.7 Interpersonal skills

- Require basic skills in verbal and written communication.

2.2 PACCT Level 2

Includes the criteria detailed for the previous level.

2.2.1 Education, training and experience

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

2.2.2 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.
2.2.3 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.

2.2.4 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.

2.2.5 Organisational relationship and impact

- May provide general information and advice and assistance to members of the public, students and other employees that are based on an operational knowledge of the functional area.
- Perform tasks and assignments that require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.

2.2.6 Interpersonal skills

- Ability to communicate operational requirements to members of the public and 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.

2.3 PACCT Level 3

Includes the criteria detailed for the previous level.

2.3.1 Education, training and experience

- Relevant Degree or Diploma with little or no relevant work experience; or a suitable combination of lesser qualifications and relevant experience.
- At this level employees have theoretical knowledge which may be applied to a range of procedures and tasks.
2.3.2 Task level

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

2.3.2 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.

2.3.3 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 other employees at higher levels. May undertake stand-alone work.

2.3.4 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.

2.3.5 Interpersonal skills

- Ability to communicate operational requirements to members of the public and I 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.

2.4 PACCT Level 4

Includes the criteria detailed for the previous level.

2.4.1 Education, training and experience

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

2.4.2 Task level

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

2.4.3 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.

2.4.4 Supervision and independence

- Work will be performed typically under general direction, but guided by policy, precedent and professional standards.
- May involve supervision and/or cooperation of others to achieve the objective.
- May be required to undertake a wide range of duties and responsibilities, some of which may be complex. Employees work under routine supervision to general direction depending upon the tasks involved and experience.
- Have responsibility for daily operation of a work area, which may involve supervision, assigning and coordination of work for other employees.
- Supervisors at this level require a thorough understanding of the relevant technology, procedures and processes within the operating unit.
2.4.5 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.

2.4.6 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.

2.5 PACCT Level 5
Includes the criteria detailed for the previous level.

2.5.1 Education, training and experience
- Relevant Degree and relevant experience; or lesser formal qualifications with substantial experience and specialist expertise or broad knowledge in technical and administrative fields; or a suitable combination of relevant qualifications and experience.
- A broad knowledge of the various aspects of a specialist discipline or area of work, or a sound knowledge of specific aspects of a specialist discipline.

2.5.2 Task level
- Work independently within overall 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.

2.5.3 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.

2.5.4 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.

2.5.5 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.

2.5.6 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 level, and with counterparts in other organisations to discuss specialist matters and with other employees to resolve intra-organisational problems.

2.6 PACCT Level 6
Includes the criteria detailed for the previous level.
2.6.1 Education, training and 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.

2.6.2 Task level

- Supervision of other employees 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.

2.6.3 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.

2.6.4 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.

2.6.5 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’s operations.

2.6.6 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, 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.

2.7 PACCT Level 7

Includes the criteria detailed for the previous level.

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

2.7.2 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 the Institute's operations.

2.7.3 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.

• 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.

2.7.4 Supervision and independence

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

• May manage/supervise other employees.

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

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

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

2.7.5 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.

2.7.6 Interpersonal skills

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

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

2.8 PACCT Level 8

Includes the criteria detailed for the previous level.
2.8.1 Education, training and experience

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

2.8.2 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.

2.8.3 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.

2.8.4 Supervision and independence

- Under broad direction develop and implement new policies and innovative ways of adapting the Institute's existing strategies.
- Manage other employees and/or operate as a principal specialist in a recognised discipline. Decisions and actions taken at this level may have a substantial effect on the Department or Division and/or Institute wide programs and projects.
- Accountable for the quality, effectiveness, cost and timeliness of operational objectives.
2.8.5 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.

2.8.6 Interpersonal skills

- Ability to persuade, convince and negotiate internally and externally in the pursuit and achievement of Institute's corporate objectives.
- At this level must be able to lead, motivate and develop other employees on an individual and team basis.
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<th>2.75% Increase as at 25/10/19</th>
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SCHEDULE 2 - Academic workloads, classifications and salaries

1. WORKLOAD ALLOCATION

1.1 Workload Process - Academic Employee

1.1.1 Managers in consultation with employees will be responsible for the appropriate and equitable distribution of workload within their management units.

1.1.2 The Institute will consult with Academic Employees and NTEU regarding the proposed implementation of the Academic Workload Model and take into consideration any feedback provided.

1.1.3 The Institute and the NTEU agree that academic workloads will be regulated to ensure that Academic Employees do not have excessive or unreasonable workloads. Where either party identifies a risk of workload increase at an organisational unit level such as a Course, Department, or School staffing levels shall be reviewed.

1.2 Academic Workload Model

1.2.1 Generally, the Academic Workload Model will encompass activities of:

   (a) Teaching and teaching related duties;

   (b) Research and/or scholarship;

   (c) Engagement and leadership

1.2.2 The Academic Workload Model will take an annual approach, or, for an Academic Employee commencing during a calendar year or a part-time Academic Employee, a proportion thereof, to academic workload allocations that address a wide range of academic roles and tasks undertaken over a calendar year.

1.2.3 The Institute will be responsible for implementing the Academic Workload Model in consultation with all affected Academic Employees. The Academic Workload Model will ensure the appropriate and equitable distribution of workload within management units. The process of implementation will be transparent and information will be provided in a timely fashion.

1.2.4 The Academic Workload Model shall allocate hours, other than for self-directed work, for each workload activity which represent a fair, sufficient and accurate estimate of the time that a relevant
competent employee covered by the Model should take to perform that work at a professional standard.

1.2.5 The Institute and the NTEU agree that the Academic Workload Model shall be fair, transparent and equitable and include a total annual accountable hours of 1748.

1.2.6 The Workload Allocation Guides will form the basis of allocations of time for all academic work related activities. The allocations within the guides may be altered by agreement between the parties.

1.2.7 The Academic Workload Model should include, but is not limited to:

(a) Teaching, includes an allocated hour of subject related student consultation per tutorial cohort (or equivalent), per week, per subject.

(b) Teaching related activities, not otherwise listed here including, but not limited to marking, preparation and progression and pastoral related student consultation.

(c) Committee participation

(d) Convening of subjects and courses

(e) Course development and subject redesign and major updating, including redesign arising from the introduction of newly prescribed textbooks

(f) Research

(g) Original outputs

(h) International travel

(i) Consultancy

(j) Supervision

(k) Leadership

(l) Management

(m) Academic Administration

(n) Scholarly activities

(o) On-line Development and Delivery

(p) Intercampus travel

(q) Quality assurance

(r) Industry Engagement

1.2.8 Allocations for online teaching delivery, including lecturing and tutoring, will be no less than the equivalent face to face allocation for the equivalent subject and activity and will have no less than a directly equivalent impact on the calculation of total teaching.
1.2.9 The Institute encourages and will support all teaching and research Academic Employee to undertake academic activities across the range listed at (1.2.7).

1.2.10 The Academic Workload Model is based on three categories of academic workloads, each allocating percentages of total pro-rata hours for each of the three academic activities.

(a) **Teaching Intensive**
- Teaching and teaching related duties – 70% maximum
- Leadership and Engagement – 20%
- Scholarship – 10% minimum

(b) **Teaching and Research Scholar**
- Teaching and teaching related duties – 50% maximum
- Leadership and Engagement – 20%
- Research and/or Scholarship – 30% minimum

(c) **Head of Program**
The Head of Program may choose their teaching and teaching related duties and research or scholarship allocations to make up a 100% allocation. These allocations will take into consideration the requirements of the program. The final percentages require agreement of the individual Head of Program and the Head of Program's direct supervisor. If agreement can not be reached, this matter can then be resolved via clause 1.12
- Teaching and teaching related duties – 30% maximum
- Leadership and Engagement – 50%
- Research and/or Scholarship – 40% maximum

1.3 **Teaching in Summer Semester by Agreement**
Academic employees may be required to teach in summer semester, this will be by mutual agreement.

1.4 **Academic Employees to be Provided with Information Relevant to Workloads**
An Academic Employee will be provided with information pertaining to their teaching areas and teaching load 4 weeks prior to the commencement of all teaching periods unless exceptional circumstances necessitate a shorter notice period.

1.5 **Academic Employees - Work on Weekends and Public Holidays**
Academic Employees will not be required to teach or work on weekends or public holidays without prior
consultation and by agreement.

1.6 Research Transition

1.6.1 Eligible Academic Employee will be entitled to apply for an academic workload category with an increased annual research allocation provided that they:

(a) Submit and have approved by their immediate academic supervisor and the relevant Head of School a research plan with measurable research or scholarship performance targets; and

(b) Satisfactorily meet the annual targets within the research allocation in the previous year.

1.6.2 The research transition plans will be of a duration of no less than 1 year and usually no more than 3 years and continuance will be subject to satisfactorily meeting the annual performance targets.

1.6.3 The relevant Head of School will engage in collegial discussions about research transition. The immediate supervisor and Head of School will not unreasonably withhold approval of an appropriate research plan.

1.6.4 The Institute and the NTEU agree those yet to obtain a PhD will be encouraged to obtain or maintain candidature in a PhD and this provision would not apply. Provided the relevant PhD supervisor provides a report that confirms satisfactory progress is being made in their PhD and the Academic Employee remains within the timeframe for on-time completion, all Academic Employees that are active candidates for a PhD will be granted a research allocation towards the conduct of their PhD which may be included in any academic workload allocation.

1.7 Research or Scholarship Performance

1.7.1 An Academic Employee’s research and/or scholarship performance will be reviewed twice annually by the immediate academic supervisor against an agreed research and/or scholarship performance target set at the end of the previous academic year.

1.7.2 Progress and achievement of the research and/or scholarship performance target will be reviewed according to the Institute’s performance criteria for Research or Scholarship Activity and Output.

1.7.3 The Performance Criteria for Research or Scholarship Activity and Output will be developed by the Institute in consultation with Academic Employees, governance committees and NTEU representatives. The Performance Criteria for Research or Scholarship and Activity and Output will inform the appropriate and equitable distribution of workload relating to the research and/or scholarship.
1.7.4 Failure to achieve an agreed research and/or scholarship performance target by an Academic Employee will lead to the development and implementation of an agreed support/mentoring plan to assist in achieving the next year's research and/or scholarship performance target. The principles informing the development and implementation of the support/mentoring plan will be developed by the Institute in consultation with the Academic Employee and support person and/or representative if required.

1.8 Arrangements for Transition of Current Academic Employees to the Two Categories of the Academic Workload Model

1.8.1 All current Academic Employees will nominate to be placed in one of the two categories of Academic Workload (not including the Head of Program category).

1.8.2 The Head of Program academic Workload Category is allocated according to appointment to the role of Head of Program.

1.9 Post Transition Arrangements For Nomination Of Academic Workload Categories To Academic Positions

1.9.1 When an Academic position is created the Academic Workload Category applying to that position (i.e. teaching intensive, teaching and research scholar, or head of program) will be stated within the position description and at the time of advertising the position.

1.9.2 Current Academic Employees who do not meet their research or scholarship activity and outputs performance targets for two consecutive years may have their Academic Workload Category changed to the category with the next highest teaching load, only after a discussion between the Academic Employee and their direct supervisor and consideration of any circumstances that may account for the failure to meet the targets.

1.9.3 Academic Employee may seek a review of their Allocated Workload Category annually.

(a) Those seeking to increase their research or scholarship load will do so according to the arrangements set out in 1.6 Research Transition.

(b) Those seeking to increase their teaching load will do so in consultation with their direct supervisor. In these instances, Academic Employees are required to maintain a minimum Academic Workload Allocation for scholarship of 10%.
1.9.4 The Institute will ensure a minimum per annum collective quantum of Academic Employee’s workload allocation to research or scholarship activities within a Department is 20%.

1.10 Academic Employees’ Engagement With Industry

1.10.1 Academic Employees will be encouraged to engage with industry for the purposes of:

(a) Course review and development
(b) Development of work experience and work integrated learning opportunities for students
(c) Collaboration for the generation of original work and research or scholarship
(d) Developing discipline capability and professional currency
(e) Industry representation and leadership

1.10.2 Provisions for engagement with industry will be incorporated into each Academic Employee’s workload allocation according to the specifics of their teaching and/or leadership and engagement and/or research or scholarship allocations.

1.11 Academic Employee Representation For Management Consultation

1.11.1 The Institute will conduct consultation with and seek feedback from Academic Employees in relation to the Academic Workload Model (clauses 1.1.1 and 1.1.3) and Research or Scholarship Performance (clause 1.7) and any other matters as appropriate to determine reasonable work conditions.

1.11.2 Such consultations will include academic representation from across the institute and representation by academic NTEU members.

1.12 Disputes Relating to Academic Workload Processes

Academic Employees have access to the dispute resolution procedure of this agreement should issues arise relating to their workload and its allocation.

2. Academic Employee Classification Descriptors

2.1 All Academic Employees appointments in Higher Education at Melbourne Polytechnic are made at the appropriate level in accordance with the general standard, specific duties and the skill base for Levels A to E. The levels are differentiated by complexity, degree of autonomy, leadership requirements of the position, and level of achievement.
2.2 An Academic Employee appointed to a particular level may be assigned and may be expected to undertake, responsibilities and functions of any level up to and including the level to which the Academic Employee is appointed or promoted. In addition, an Academic Employee may undertake elements of the work of a higher level in order to gain experience and expertise consistent with the requirements of an institution’s promotion processes.

2.3 The Academic employee classification descriptors will not be used as a basis for claims for reclassification.

2.4 The Academic employee classification descriptors have been adapted to better reflect the particularities of Melbourne Polytechnic as a non-self-accrediting higher education provider while at the same time assuring the legislative requirements of the Higher Education Threshold Standards.

2.5 The responsibilities of Academic Employees may vary according to the specific requirements of the School to meet its objectives, as well as different discipline requirements and/or to accommodate individual Academic Employee development objectives and workload planning.

3. ACADEMIC LEVELS AT MELBOURNE POLYTECHNIC

3.1 Level A

3.1.1 Level A Academic Employees will work with the support and guidance from more senior Academic Employee and is expected to develop his or her expertise in teaching and applied research with an increasing degree of autonomy.

3.1.2 Level A Academic Employee will normally have completed four years of tertiary study or equivalent qualifications and experience and may be required to hold a relevant higher degree.

3.1.3 Level A Academic Employees will normally contribute to teaching at the institution, at a level appropriate to the skills and experience of the Employee, engage in scholarly, applied research and/or professional activities appropriate to his or her profession or discipline, and undertake administration primarily relating to his or activities at the institution.

3.1.4 The contribution to teaching of Level A academics will be primarily at undergraduate and graduate diploma level.
3.1.5 Any level A academic required to carry out full subject coordination duties as part of his or her normal duties or who upon appointment holds or during appointment gains a relevant doctoral qualification will be paid a salary no lower than the A6 salary point.

3.2 Level B

3.2.1 Level B Academic Employee will undertake independent teaching and applied research in his or her discipline or related area.

3.2.2 In applied research and/or scholarship and/or teaching a Level B Academic Employee will make an independent contribution through professional practice and expertise and coordinate and/or lead the activities of other Academic Employee, as appropriate to the discipline.

3.2.3 Level B Academic Employee will normally contribute to teaching at undergraduate, honours and postgraduate level; engage in independent scholarship and/or applied research and/or professional activities appropriate to his or her profession or discipline.

3.2.4 Level B Academic Employee will normally undertake administration primarily relating to his or activities at the institution and may be required to perform the full academic responsibilities of and related administration for the coordination of an award program of the institution.

3.3 Level C

3.3.1 Level C Academic Employee will make a significant contribution to the discipline at the national level. In applied research and/or scholarship and/or teaching he or she will make original contributions, which expand knowledge or practice in his or her discipline.

3.3.2 Level C Academic Employee will normally make a significant contribution to applied research and/or scholarship and/or teaching and academic administration activities of an organisational unit or an interdisciplinary area at undergraduate, honours and postgraduate level.

3.3.3 Level C Academic Employee will normally play a major role or provide a significant degree of leadership in scholarly, applied research and/or professional activities relevant to the profession, discipline and/or community and may be required to perform the full academic
responsibilities of and related administration for the coordination of a large award program or a number of smaller award programs of the institution.

3.4 Level D

3.4.1 Level D Academic Employee will normally make an outstanding contribution to the applied research and/or scholarship and/or teaching and administration activities of an organisational unit, including a large organisational unit, or interdisciplinary area.

3.4.2 Level D Academic Employee will make an outstanding contribution to the governance and collegial life inside and outside of the institution and will have attained recognition at a national or international level in his or her discipline. He or she will make original and innovative contributions to the advancement of scholarship, applied research and teaching in his or her discipline.

3.5 Level E

3.5.1 Level E Academic Employee will provide leadership and foster excellence in applied research, teaching and policy development in the academic discipline within the institution and within the community, professional, commercial or industrial sectors.

3.5.2 Level E Academic Employee will have attained recognition as an eminent authority in his or her discipline, will have achieved distinction at the national level and may be required to have achieved distinction at the international level.
4. ACADEMIC EMPLOYEES’ SALARIES

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<td>$106,899.57</td>
</tr>
<tr>
<td></td>
<td>B5</td>
<td>$95,973.00</td>
<td>$99,103.00</td>
<td>$101,245.96</td>
<td>$104,335.96</td>
<td>$108,799.73</td>
</tr>
<tr>
<td></td>
<td>B6</td>
<td>$99,103.00</td>
<td>$101,282.33</td>
<td>$104,628.61</td>
<td>$108,776.47</td>
<td>$111,000.49</td>
</tr>
<tr>
<td>Academic Level C</td>
<td>C1</td>
<td>$102,334.00</td>
<td>$105,045.44</td>
<td>$107,934.18</td>
<td>$111,871.21</td>
<td>$114,507.38</td>
</tr>
<tr>
<td></td>
<td>C2</td>
<td>$105,364.00</td>
<td>$108,261.51</td>
<td>$111,238.70</td>
<td>$114,557.86</td>
<td>$118,513.14</td>
</tr>
<tr>
<td></td>
<td>C3</td>
<td>$108,493.00</td>
<td>$111,476.56</td>
<td>$114,542.16</td>
<td>$117,978.43</td>
<td>$121,517.78</td>
</tr>
<tr>
<td></td>
<td>C4</td>
<td>$111,625.00</td>
<td>$114,694.69</td>
<td>$117,848.79</td>
<td>$121,384.26</td>
<td>$125,025.78</td>
</tr>
<tr>
<td></td>
<td>C5</td>
<td>$114,751.00</td>
<td>$117,906.65</td>
<td>$121,149.09</td>
<td>$124,783.56</td>
<td>$128,527.06</td>
</tr>
<tr>
<td></td>
<td>C6</td>
<td>$117,880.00</td>
<td>$121,121.70</td>
<td>$124,452.55</td>
<td>$128,186.12</td>
<td>$132,031.71</td>
</tr>
<tr>
<td>Academic Level D</td>
<td>D1</td>
<td>$123,097.00</td>
<td>$126,482.17</td>
<td>$129,960.43</td>
<td>$133,859.24</td>
<td>$137,875.02</td>
</tr>
<tr>
<td></td>
<td>D2</td>
<td>$127,269.00</td>
<td>$130,768.90</td>
<td>$134,365.04</td>
<td>$138,395.99</td>
<td>$142,547.87</td>
</tr>
<tr>
<td></td>
<td>D3</td>
<td>$131,441.00</td>
<td>$135,055.63</td>
<td>$138,769.66</td>
<td>$142,932.75</td>
<td>$147,220.73</td>
</tr>
<tr>
<td></td>
<td>D4</td>
<td>$135,616.00</td>
<td>$139,345.44</td>
<td>$143,177.44</td>
<td>$147,472.76</td>
<td>$151,896.95</td>
</tr>
<tr>
<td>Academic Level E</td>
<td>E</td>
<td>$158,567.68</td>
<td>$162,928.29</td>
<td>$167,408.82</td>
<td>$172,012.56</td>
<td>$176,742.91</td>
</tr>
</tbody>
</table>
4.1 Salary increases are operative from the first full pay period to commence on or after the respective dates specified in this schedule.

4.2 Where an Academic Employee is employed on a part-time basis, or for less than a full year, the salary rates set out in this schedule will be paid on a pro-rata basis from the first pay period to commence on or after the dates indicated.

5. CASUAL ACADEMIC EMPLOYEES – HOURLY RATES

5.1 Casual Employment & Loading

5.1.1 A casual Academic Employee will be paid per hour 1/38th of the weekly base rate derived from the relevant classification plus a loading of 25%.

5.1.2 Formulae

The minimum salary paid to Academic Employee employed on a casual basis will be at the rates provided for in clause 5.2. These rates are derived from three base rates calculated using the following formulae:

(a) Lecturing and higher marking rate

The base rate applicable to lecturing or for purposes of the higher marking rate is determined by reference B2 within the full-time Level B scale.

(b) Rate applicable to performance of other duties involving full-time subject coordination or possession of a relevant doctoral qualification

The base rate applicable where the duties include full subject coordination or where the Academic Employee possesses a relevant doctoral qualification is determined by reference A6 within the full-time Level A scale.

(c) Rate applicable to all other duties

The base rate applicable to all other duties including tutoring rates not covered above is determined by reference A2 within the full-time Level A scale.
5.2 CASUAL ACADEMIC EMPLOYEES – HOURLY RATES (inclusive of 25% loading)

<table>
<thead>
<tr>
<th>Classification</th>
<th>Rate</th>
<th>Rate as at 25/10/18</th>
<th>Rate as at 25/10/19</th>
<th>Rate as at 25/10/20</th>
<th>Rate as at 25/10/21</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Lecturing</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>A - Basic</td>
<td>$ 163.78</td>
<td>$ 168.29</td>
<td>$ 172.92</td>
<td>$ 178.10</td>
<td>$ 183.45</td>
</tr>
<tr>
<td>D - Repeat</td>
<td>$ 109.19</td>
<td>$ 112.19</td>
<td>$ 115.28</td>
<td>$ 118.74</td>
<td>$ 122.30</td>
</tr>
<tr>
<td>B - Developed</td>
<td>$ 218.38</td>
<td>$ 224.39</td>
<td>$ 230.56</td>
<td>$ 237.47</td>
<td>$ 244.60</td>
</tr>
<tr>
<td>C - Specialised</td>
<td>$ 272.97</td>
<td>$ 280.48</td>
<td>$ 288.20</td>
<td>$ 296.84</td>
<td>$ 305.75</td>
</tr>
<tr>
<td><strong>Tutoring</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>E - Normal</td>
<td>$ 116.84</td>
<td>$ 120.06</td>
<td>$ 123.36</td>
<td>$ 127.06</td>
<td>$ 130.87</td>
</tr>
<tr>
<td>F - Repeat</td>
<td>$ 77.89</td>
<td>$ 80.04</td>
<td>$ 82.24</td>
<td>$ 84.71</td>
<td>$ 87.25</td>
</tr>
<tr>
<td>G - Normal PhD</td>
<td>$ 139.70</td>
<td>$ 143.55</td>
<td>$ 147.50</td>
<td>$ 151.92</td>
<td>$ 156.48</td>
</tr>
<tr>
<td>H - Repeat PhD</td>
<td>$ 93.13</td>
<td>$ 95.70</td>
<td>$ 98.33</td>
<td>$ 101.28</td>
<td>$ 104.32</td>
</tr>
<tr>
<td>R - Normal Sub Coord</td>
<td>$ 163.78</td>
<td>$ 168.29</td>
<td>$ 172.92</td>
<td>$ 178.10</td>
<td>$ 183.45</td>
</tr>
<tr>
<td>S - Repeat Sub Coord</td>
<td>$ 109.19</td>
<td>$ 112.19</td>
<td>$ 115.28</td>
<td>$ 118.74</td>
<td>$ 122.30</td>
</tr>
<tr>
<td><strong>Marking</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>M - High Level</td>
<td>$ 54.59</td>
<td>$ 56.10</td>
<td>$ 57.64</td>
<td>$ 59.37</td>
<td>$ 61.15</td>
</tr>
<tr>
<td>N - Routine</td>
<td>$ 38.94</td>
<td>$ 40.02</td>
<td>$ 41.12</td>
<td>$ 42.35</td>
<td>$ 43.62</td>
</tr>
<tr>
<td>O - Routine PhD</td>
<td>$ 46.56</td>
<td>$ 47.85</td>
<td>$ 49.17</td>
<td>$ 50.64</td>
<td>$ 52.16</td>
</tr>
<tr>
<td><strong>Academic Activity: Other</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>P - Other</td>
<td>$ 38.94</td>
<td>$ 40.02</td>
<td>$ 41.12</td>
<td>$ 42.35</td>
<td>$ 43.62</td>
</tr>
<tr>
<td>Q - Other PhD</td>
<td>$ 46.56</td>
<td>$ 47.85</td>
<td>$ 49.17</td>
<td>$ 50.64</td>
<td>$ 52.16</td>
</tr>
<tr>
<td>V - Other PhD</td>
<td>$ 54.59</td>
<td>$ 56.10</td>
<td>$ 57.64</td>
<td>$ 59.37</td>
<td>$ 61.15</td>
</tr>
<tr>
<td>PS - Placement Supervision</td>
<td>$ 46.56</td>
<td>$ 47.85</td>
<td>$ 49.17</td>
<td>$ 50.64</td>
<td>$ 52.16</td>
</tr>
<tr>
<td><strong>Academic Activity: Examination Supervision</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>N - Routine</td>
<td>$ 38.94</td>
<td>$ 40.02</td>
<td>$ 41.12</td>
<td>$ 42.35</td>
<td>$ 43.62</td>
</tr>
</tbody>
</table>

5.3 Academic Activity: Lecturing

A casual Academic Employee required to provide a lecture (or equivalent delivery through other than face to face teaching mode) of a specified duration and relatedly provide directly associated non-contact duties in the nature of preparation and reasonably contemporaneous student consultation shall be paid at a rate for each hour of lecture delivered or presented according to the table below. Lecture means any educational delivery described as a Lecture or seminar in a course or unit outline, or in an official timetable issued by the Institute.
### 5.4 Academic Activity: Tutoring

A casual Academic Employee required to deliver or present a tutorial or seminar (or equivalent delivery through other than face to face teaching mode) of a specified duration and relatedly provide directly associated non-contact duties in the nature of preparation and reasonably contemporaneous student consultation shall be paid at a rate for each hour of tutorial delivered or presented according to the table below. Tutorial means any educational delivery described as a tutorial or seminar in a course or unit outline, or in an official timetable issued by the Institute.

<table>
<thead>
<tr>
<th>Code</th>
<th>Descriptor</th>
</tr>
</thead>
<tbody>
<tr>
<td>A: Basic</td>
<td>Consists of 1 hour delivery and 2 hours of associated working time</td>
</tr>
<tr>
<td>D: Repeat</td>
<td>Consists of 1 hour delivery and 1 hour of associated working time</td>
</tr>
<tr>
<td>B: Developed</td>
<td>Consists of 1 hour delivery and 3 hours of associated working time</td>
</tr>
<tr>
<td>C: Specialised</td>
<td>Consists of 1 hour delivery and 4 hours of associated working time</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Code</th>
<th>Descriptor</th>
</tr>
</thead>
<tbody>
<tr>
<td>E: Normal</td>
<td>Consists of 1 hour of delivery and 2 hours of associated working time</td>
</tr>
<tr>
<td>F: Repeat</td>
<td>Consists of 1 hour of delivery and 1 hour of associated working time, provided that the hourly rate in a repeat tutorial applies to a tutorial in the same subject matter within a period of 7 days and student consultation reasonably contemporaneous with it.</td>
</tr>
<tr>
<td>G: Normal PhD</td>
<td>Consists of 1 hour of delivery and 2 hours of associated working time in circumstances where the employee holds a relevant doctoral qualification</td>
</tr>
<tr>
<td>H: Repeat PhD</td>
<td>Consists of 1 hour of delivery and 1 hour of associated working time in circumstances where the employee holds a relevant doctoral qualification, provided that the hourly rate in a repeat tutorial applies to a tutorial in the same subject matter within a period of 7 days and student consultation reasonably contemporaneous with it.</td>
</tr>
<tr>
<td>R: Normal sub coord</td>
<td>Consists of 1 hour of delivery and 2 hours of associated working time in circumstances where full subject coordination duties are included as part of normal duties</td>
</tr>
<tr>
<td>S: Repeat Sub coord</td>
<td>Consists of 1 hour of delivery and 1 hour of associated working time in circumstances where full subject coordination duties are included as part of normal duties, provided that the hourly rate in a repeat tutorial applies to tutorial in the same subject matter within a period of 7 days, and student consultation reasonably contemporaneous with it.</td>
</tr>
</tbody>
</table>

### 5.5 Academic Activity: Marking

Except in the case of marking that is undertaken during a lecture, tutorial or clinical session, all marking requests to be undertaken at Melbourne Polytechnic and that forms part of the formal assessment for the subject or course will be paid for at the prescribed marking rate.

<table>
<thead>
<tr>
<th>Code</th>
<th>Descriptor</th>
</tr>
</thead>
</table>
M: Significant Judgement
Marking as supervising examiner or marking requiring a significant exercise of academic judgement appropriate to an Academic Employee at Level B, or standard marking in circumstances where full subject coordination is required as part of normal duties.

N: Standard Marking
Standard Marking

O: Standard Marking PhD
Standard marking, in circumstances where the employee holds a relevant doctoral qualification

5.6 Academic Activity: Other

Other required academic activities includes all other work that is required to be performed by a person, acting as or on behalf of the Institute and is so performed by the Institute, being work in the nature of, but not limited to:

(a) Each hour of tutorial delivered or presented according to the table below. Tutorial means any educational delivery described as a tutorial or seminar in a course or

(b) The conduct of practical classes, demonstrations

(c) Workshops, student field excursions

(d) The conduct of performance or visual art studio sessions

(e) Musical coaching, repetiteurship, musical accompanying other than with special educational service

(f) Development of teaching and subject materials such as the preparation of subject guides, reading lists and basic activities associated with subject coordination

(g) Consultation with students

(h) Attendance at relevant lectures at the direction of Melbourne Polytechnic supervision

(i) Attendance at departmental, school and/or faculty meetings as required

<table>
<thead>
<tr>
<th>Code</th>
<th>Descriptor</th>
</tr>
</thead>
<tbody>
<tr>
<td>P:Other</td>
<td>Other required academic activities</td>
</tr>
<tr>
<td>Q:Other PhD</td>
<td>Other required academic activities as for Rate P, in circumstances where the employee holds a relevant doctoral qualification</td>
</tr>
<tr>
<td>V:Other PhD</td>
<td>Other required academic activities as for Rate P, in circumstances where the employee holds a relevant doctoral qualification</td>
</tr>
<tr>
<td>PS: Placement Supervision</td>
<td>Education (Early Years) Placement Supervision</td>
</tr>
</tbody>
</table>

5.7 Academic Activity: Examination Supervision

<table>
<thead>
<tr>
<th>Code</th>
<th>Descriptor</th>
</tr>
</thead>
<tbody>
<tr>
<td>N: Routine</td>
<td>Exam Supervision</td>
</tr>
</tbody>
</table>
SCHEDULE 3- Provision for specified retail, shop front & call centre environments

1.1 This schedule has been added to cover employees while and to the extent that they are working in the promotion of Melbourne Polytechnic and its educational services to the general public operating in retail, shop front and call centre environments (“the prescribed work”). The terms and conditions listed below replace the relevant terms within the Melbourne Polytechnic Academic and Professional Staff Agreement 2018 for the employees engaged in the aforementioned type of work.

1.2 This schedule shall operate to the extent of any inconsistency with the rest of the Agreement, provides that each employee while engaged in prescribed work will, in lieu of the rates prescribed in the Agreement, get the penalty rate prescribed in 1.2.1, unless the employee would have received more under clause 1.2.2 of this schedule.

1.2.1 A 50% penalty rate for any hours worked on Saturday and Sunday or for hours worked between 6pm and 9pm on weekdays;

1.2.2 The rates of pay plus penalty rates as set out in the Educational Services (Post-Secondary Education) Award 2010 as amended from time to time which would have been due to the employee over the calendar year, or where employment ceases during the year, for the period of employment during that year.

1.3 This shall be given effect by the relevant employees being paid in accordance with clause 1.2.1 of this schedule and at the end of the calendar year (or at the end of employment) a comparison shall be made of clause 1.2.1 and 1.2.2 of this schedule and any shortfall shall then made up.

1.4 Minimum engagement and/or payment for any shift will be no less than 3 hours.

1.5 No employees employed pre 1st November 2015 engaged in this type of work are affected by this schedule.

1.6 This schedule shall expire on 24 October 2020, at which time the relevant terms within the Agreement will apply.
IN THE FAIR WORK COMMISSION

FWC Matter No. AG2019/2426

Applicant:

Melbourne Polytechnic

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Michelle Veleski, Manager, Human Resources on behalf of Melbourne Polytechnic give the following undertaking with respect to the Melbourne Polytechnic Academic and Professional Staff Agreement 2018 (Agreement):

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

2. Clause 43.5 in the Agreement will be of no effect. The Agreement will apply as though the words of clause 43.5 were deleted.

3. Melbourne Polytechnic will not engage any casual employees under the shift work provisions in clause 50 of the Agreement.

4. Clause 51.1.6 of the Agreement will be applied so that any casual employee working overtime hours will be paid both the casual loading and the overtime loading with respect to those hours, but that the two loadings will not compound.

5. An employee’s agreement to work an alternative shift work arrangement under clause 50.6 of the Agreement may be withdrawn at any time. For any employees that enter such an arrangement, it will not be mandatory to work any shifts commencing before 8.00am or extending beyond 6.00pm without attracting a penalty.

6. Any employee who makes a formal individual flexibility arrangement under clause 11.1 of the Agreement may terminate the arrangement in accordance with clause 11.7.3 of the Agreement. An employee that requests a flexible work arrangement under section 65 of the Fair Work Act 2009 (Cth) may discontinue that arrangement at any time. For any employees that enter either type of arrangement, it will not be mandatory to work any shifts commencing before 8.00am or extending beyond 6.00pm without attracting a penalty.

7. The reconciliation process contemplated by clause 1.3 of Schedule 3 of the Agreement will be amended to operate as follows.

   (a) Every 4 weeks the Institute will assess whether an employee worked a pattern of hours that resulted in the employee receiving less pay under the Agreement than they would have received if they were paid under Educational Services (Post-Secondary Education) Award 2010.

   (b) Where the Institute identifies that there is any shortfall, the Institute will pay the employee an amount equal to the difference between the amount they
received and the Educational Services (Post-Secondary Education) Award 2010 plus a further 1% of their earnings over the 4-week period.

(c) The Institute will also perform the assessment in paragraph (a) above on the cessation of an employee's employment in relation to any portion of a 4-week period not already assessed.

Signature
5.9.2019

Date