

Box Hill Institute

PACCT EMPLOYEE

Enterprise Agreement

2023

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1. TITLE

This Agreement shall be known as the Box Hill Institute PACCT Employee Enterprise Agreement 2023

PART A - APPLICATION AND OPERATION OF AGREEMENT

2. DEFINITIONS

For the purposes of this Agreement:

Agreement means this Agreement.

Casual employee has the meaning given by section 15A of the Fair Work Act 2009.

CEO means the Chief Executive Officer

Employee means a person who is classified as PACCT.

Employee representative means a representative of employees and this may include union representatives.

Employer means the Box Hill Institute or any successor in law.

Executive Officer means employees who are employed under the Public Entity Executive Remuneration (PEER) Policy.

Fixed-term employee means a person who is employed either full-time or part-time pursuant to a written contract which specifies the date the employee is to commence work and the date on which employment will terminate.

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

FW Act means the Fair Work Act 2009 (Cth) as amended from time to time or any successor to this Act.

FWC means Fair Work Commission or its successor.

NES means the National Employment Standards as contained in the Fair Work Act 2009 (Cth) as amended from time to time or any successor to this Act.

Ordinary rate per hour means the hourly rate payable to an Employee by applying the formula:

$$\frac{\text{Annual Salary}}{365.25} \times \frac{14}{76}$$

Overtime means time authorised to be worked by an employee in excess of, or outside of the ordinary hours of duty.. Provided that part time employees will be paid overtime at the appropriate rate in accordance with the Agreement when they work in excess of their contracted hours, except where their hours are averaged.

PACCT means a person employed as a Professional, Administrative, Clerical, Computing and Technical (PACCT) employee. PACCT has the same meaning as employee for the purpose of interpreting this Agreement.

Parties means the Employer and the Union.

Partner where present throughout this Agreement, means a person who is a member of a couple, living together in a married or defacto relationship, without discrimination as to gender and includes former partner.

Part-time employee means an employee other than a casual employee who is employed to work for less than

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the ordinary hours of work prescribed by this Agreement.

Public holiday means any or all of the holidays specified in clause 37 Public Holidays of this Agreement.

Regulations means the Fair Work Regulations 2009 as amended from time to time or any successor to these Regulations.

Union means the National Tertiary Education Industry Union also known as the NTEU. NTEU has the same meaning as Union for the purposes of interpreting this Agreement.

3. DATE AND PERIOD OF OPERATION

This Agreement will commence operation seven (7) days after it is approved by the FWC and will have a nominal expiry date of 31 December 2024.

The Parties agree to commit to commence negotiations in 2024 for a Multiple Enterprise Agreement (MEA) for TAFE PACCT employees.

4. REVIEW OF THIS AGREEMENT

Discussions in respect of any new Agreement will commence no later than 6 months before the expiry of this Agreement.

5. COVERAGE

5.1 This Agreement covers and applies to:

- a) the Employer;
- b) all PACCT employees employed by the Employer, except those employed as Executive Officers.

5.2 This Agreement will also cover the Union who was a bargaining representative for this Agreement, in accordance with section 183(1) of the FW Act, and FWC notes in its decision to approve this Agreement that it covers the Union.

6. RELATIONSHIP TO OTHER AGREEMENTS

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

This Agreement shall be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

7. NO EXTRA CLAIMS COMMITMENT

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

8. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

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

- a) if the arrangement deals with:
 - i. payment options for Long Service Leave in accordance with clause 34 of this Agreement; or

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- ii. additional leave in accordance with clause 35 (Purchased Leave) of this Agreement; or
 - iii. payment options for Parental Leave in accordance with clause 40 of this Agreement; and
- b) the arrangement meets the genuine needs of the employee and Employer in relation to the matters mentioned in sub clause 8.1 a); and
- c) the arrangement is genuinely agreed to by the employee and Employer.
- 8.2** An employee may nominate a representative to assist in negotiations for an individual flexibility arrangement.
- 8.3** The Employer must ensure that any individual flexibility arrangement will result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.
- 8.4** The Employer must ensure that an individual flexibility arrangement is in writing and signed by the employee and Employer. If the employee is under 18 the arrangement must also be signed by a parent or guardian of the employee.
- 8.5** The Employer must give a copy of the individual flexibility arrangement to the employee within 14 days after it is agreed to.
- 8.6** The Employer must ensure that any individual flexibility arrangement sets out:
- a) the terms of this Agreement that will be varied by the arrangement;
 - b) how the arrangement will vary the effect of the terms;
 - c) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - d) the day on which the arrangement commences.
- 8.7** The Employer must ensure that any individual flexibility arrangement:
- a) is about matters that would be permitted matters under section 172 of the FW Act if the arrangement were an enterprise agreement;
 - b) does not include any term that would be an unlawful term under section 194 of the FW Act if the arrangement were an enterprise agreement; or
 - c) provides for the arrangement to be terminated:
 - i. by either the employee or Employer giving written notice, with the notice period being not more than 28 days; or
 - ii. at any time by written agreement between the employee and Employer.

PART B - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**9. CONSULTATIVE COMMITTEE**

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- 9.1** The Employer is committed to the continued operation of a Consultative Committee which shall monitor the implementation of this Agreement.
- 9.2** The Consultative Committee will consist of up to 3 representatives of the Employer and up to 3

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representatives of the NTEU.

- 9.3** The Consultative Committee will meet regularly to discuss issues arising from the implementation of this Agreement and on matters contained within this Agreement on which consultation may be required.
- 9.4** Where the Employer proposes changes which are likely to have significant effects on employees covered by this Agreement (including policies that relate to employment matters), the Employer will consult with the Consultative Committee prior to the proposed changes being implemented.
- 9.5** For the purposes of this Agreement, *consultation* means the provision of the opportunity for discussion and 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. Consultation allows the Consultative Committee to inform the relevant decision maker, who will consider the feedback prior to the making of his or her decision.
- 9.6** The Employer recognises the role of nominated employee representatives (including Union representatives) and will provide reasonable time for these employees to undertake their duties.
- 9.7** For the purpose of communicating on the implementation of this Agreement, the Employer agrees to provide reasonable access to telephones, facsimiles, photocopiers and electronic communication channels to enable the nominated employee representatives (including the Union representatives) to carry out their duties.

10. CONSULTATION

10.1 This clause applies if the Employer:

- a) proposes to introduce changes in production, program, organisation, structure, technology or changes to existing work practices that are likely to have significant effects on employees; or
- b) proposes to introduce a change to the regular roster or ordinary hours or work of employees;

The Employer shall notify the employees who may be affected, their representatives and the NTEU (the relevant stakeholders) of proposed changes referred to in 10.1.

10.2 The relevant employees may appoint a representative for the purposes of the procedures in this term. The Employer must recognise the appointed representative.

10.3 "Significant effects" shall mean changes in the composition, operation or size of the Employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or the need to transfer employees to other workplace/s or the restructuring of jobs.

Duty to discuss change

10.4 The Employer shall discuss with the relevant employees, employee representatives and the NTEU the introduction of the proposed changes referred to in clause 10.1 above, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees, the employee representatives and the NTEU in relation to the changes.

10.5 The Employer will invite the employees, employee representatives and the NTEU to give their views of the impact of the change including any impact in relation to family or caring responsibilities.

10.6 The discussions shall commence as early as practicable and prior to any decision being made by the

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Employer to make the changes referred to in clause 10.1 above.

- 10.7** For the purposes of such discussion, the Employer shall provide in writing to the relevant employees, employee representatives and the NTEU all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that the Employer shall not be required to disclose confidential information the disclosure of which would be prejudicial to the Employer's interests.
- 10.8** The Employer will consider and have regard to any views given or matters raised by the relevant employees, employee representatives and the NTEU about the proposed changes including the impact of the change. The Employer shall retain the right to decide on the introduction of the changes.

11. DISPUTE RESOLUTION PROCEDURE

- 11.1** A dispute or grievance about a matter arising under or out of, or reasonably incidental to, a matter covered by this Agreement or the NES set out in the FW Act, other than termination of employment (the exclusion of termination of employment has the effect of excluding any dispute that could otherwise be dealt with by way of an application to the Commission for an unfair dismissal remedy or general protection dismissal dispute and does not have the effect of excluding any dispute in relation to the Agreement or the NES), must be dealt with in accordance with this clause. This includes a dispute about whether an Employer has reasonable grounds to refuse a request for flexible working arrangements under subsection 65 (5) of the Fair Work Act or an application to extend unpaid Parental Leave under clause 40 of this Agreement.
- 11.2** An employee covered by this Agreement may choose to be represented at any stage by an employee nominated representative. A dispute may be notified under this clause by an employee, the union or the Employer.

Obligations

- 11.3** The parties to the dispute and their representatives must genuinely attempt to resolve the dispute.
- a) any claim or dispute which arises will, where possible, be settled by discussion between the employee and the immediate supervisor.
 - b) 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. Provided that this does not apply to an employee who has a reasonable concern about an imminent risk to his or her health or safety, has advised the Employer of this concern and has not unreasonably failed to comply with a direction by the Employer to perform other available work that is safe and appropriate for the employee to perform.
 - c) no person covered by this Agreement will be prejudiced as to the final settlement of the dispute by the continuance of work in accordance with this clause.

Internal process

- 11.4** If any party to the dispute or grievance who is covered by this Agreement refers the dispute or grievance to an established internal dispute or grievance resolution process, the matter must first be dealt with in accordance with that process in a timely manner.

OFFICIAL**Disputes of a collective nature**

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

Unresolved disputes

11.6 If a dispute in relation to a matter arising under the agreement or the NES is unable to be resolved at the workplace, the dispute may be referred to the FWC for resolution by mediation and/or conciliation. Where the matter in dispute remains unresolved, a party to the dispute may request the FWC proceed to determine the dispute by arbitration.

11.7 Where the member of FWC has exercised conciliation powers in relation to the dispute, the member shall not exercise, or take part in the exercise of, arbitration powers in relation to the dispute if a party to the dispute objects to the member doing so.

General powers and procedures of the FWC

11.8 If arbitration is necessary the FWC may conduct the matter in accordance with Subdivision B of Division 3 of Part 5-1 of the FW Act. The decision of the FWC will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.

PART C - EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**12. TYPES OF EMPLOYMENT****General**

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

12.2 The Employer may employ persons on an ongoing full-time or part-time basis, on a casual basis or by way of a fixed-term contract.

12.3 Upon employment the Employer will inform the employee whether they will be employed on an ongoing full-time or part-time basis, casual basis or by way of a fixed-term contract.

Temporary adjustment to time fraction

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

OFFICIAL**Full-time employee**

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

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

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

Part-time employee

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

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

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

12.9 Part-time employees will be paid a minimum of three hours' work for each attendance whether or not the employee is required to work three hours.

Fixed-Term contract employee

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

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

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

12.13 On employment a fixed term contract employee will be given by the Employer written advice of:

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

12.14 Where an employee has 2 or more years of continuous fixed-term service, and is engaged on a second or subsequent fixed-term contract of employment, and the Employer intends the duties of the employee to be continued to be performed, the employee may apply to have their mode of employment converted to ongoing employment. Where a fixed-term contract employee is immediately after or during the course

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of the term of employment, employed by the Employer on an ongoing basis the employee's period of contract service will count in full for all purposes including the calculation of leave entitlements.

12.15 The Employer will normally engage employees on fixed-term contracts in circumstances where:

- a) replacement of employees on leave is required;
- b) undertaking a specified task which is funded for a specified period; or
- c) new and/or short-term activities and functions are introduced to the Employer or reducing numbers threaten the viability of an existing area.

Clauses 12.14 – 12.15 shall be read subject to Part 2-9, Division 5 of the FW Act.

Casual employee

12.16 A casual employee shall be entitled to all the provisions of this Agreement save for public holidays and paid leave of any kind, except for Long Service Leave.

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

12.18 A casual employee will be paid per hour the ordinary rate plus 25% in lieu of public holidays and paid leave of any kind, except for Long Service Leave.

12.19 On employment a casual employee will be given by the Employer written advice of:

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

12.20 Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES

13. TERMINATION OF EMPLOYMENT**Notice of Termination by the Employer**

13.1 Where the Employer gives notice of termination it will be in accordance with the period of notice specified in the table below:

Employees' period of continuous service with the employer at the end of the day the notice is given	Period
1. Not more than 1 year	1 week
2. More than 1 year but not more than 3 years	2 weeks
3. More than 3 years but not more than 5 years	3 weeks
4. More than 5 years	4 weeks

The Employer will increase the period by 1 week if the employee is over 45 years old and has completed

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at least 2 years of continuous service with the employer at the end of the day the notice is given.

Employee resignation

- 13.2** An ongoing or fixed-term contract employee employed at or above the bottom pay point of PACCT Level 7 may resign at any time by giving the Employer a minimum of 4 weeks' notice in writing. All other ongoing or fixed term contract employees may resign at any time by giving the Employer a minimum of 2 weeks' notice in writing.
- 13.3** The notice period may be varied by agreement between the employee and the Employer.
- 13.4** If an employee fails to give notice the Employer may withhold monies from the employee in an amount that is no more than one weeks wages for the employee.
- 13.5** The Employer may elect at its discretion to pay the employee the salary that would have been payable to the employee up to the date of resignation. In such cases the employee will cease employment once advised of the Employer's decision.

14. REDEPLOYMENT

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- 14.1** Investigations of redeployment options will occur as a result of:
- a) organisational change resulting in a position becoming surplus to requirements;
 - b) significant changes to a position description;
 - c) relocation between campuses; or
 - d) where the Employer forms the view that an employee's position is likely to have an uncertain future.
- 14.2** The Employer will ensure that processes undertaken will be fair, reasonable and equitable.
- 14.3** Redeployment options will first be considered by the Employer, having regard to the affected employee/s training, skills and background.
- 14.4** Any alternative positions offered to the employee will be of similar time fraction, and where possible positions will be offered at the same classification level, and be commensurate with the skill, qualifications and experience of the employee.
- 14.5** Redeployees will have priority access to vacancies both at the employee's classification level and below their classification level, and will be provided with salary maintenance in accordance with clause 14.6.
- 14.6** If the employee is redeployed to a lower level classification, job redesign to the employee's current classification will be explored, subject to legitimate business needs. If this is not possible, the employee will be retained on salary maintenance for a period of 6 months. If necessary, the employee will be offered retraining opportunities sufficient to carry out the primary functions of the new role.
- 14.7** Where it is a valid offer, the employee will be offered, in writing, the option of redeployment.
- 14.8** All offers of redeployment will include appropriate counselling, retraining and consultation processes.
- 14.9** In the event that the employee does not agree with the proposed redeployment position they may access the Dispute Resolution Procedure in this Agreement.
- 14.10** Redeployees and the Employer will actively engage in the redeployment process.

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- 14.11** Where an Employer decision results in a position becoming surplus to requirements as identified in clause 14.1.a) above, a notice period of 12 weeks will apply following notification to the affected employee/s of their position being surplus to requirement. This will include one week for the employee to lodge an appeal and have it heard.
- 14.12** An employee may at any time during the twelve week notice period, elect to resign and receive as a payout the entitlements owed for the weeks remaining in the notice period, in addition to any leave and other related entitlements.
- 14.13** Where an employee is redeployed as a result of clause 14.1.a) above, clauses 14.2 to 14.10 will apply.

Time off during notice period:

- 14.14** An employee, other than a casual or a fixed-term contract employee. who has received notice of termination of employment due to redundancy will be granted reasonable leave with full pay during the notice period to investigate alternative job offers or seek appropriate advice or counselling on early retirement.
- 14.15** The Employer must comply with the Victorian Government policy in relation to Public Sector redundancies which will not be less than the entitlements under the NES.

15. DISCIPLINE

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- 15.1** Disciplinary action will be carried out in accordance with the Employer's Disciplinary policy.
- 15.2** Changes to this policy may only be made after consultation with the Consultative Committee.

PART D – SALARY, ALLOWANCES AND RELATED MATTERS**16. SALARIES**

-
- 16.1** All employees employed by the Employer in a classification or position specified in Appendix 1 will be paid the salary or a salary within the salary range assigned to that classification or position in the table.

17. PAYMENT OF SALARIES

-
- 17.1** An employee's salary will be paid fortnightly by electronic funds transfer into an account in a financial institution nominated by the employee. Where the day for payment falls on a public holiday, the salary will be paid on the preceding working day.

Type of Employee	Calculation
Full-time	Annual salary x 14/365.25
Part-time	Annual salary x actual hours of duty x 14 divided by 365.25 x 76

- 17.2** Overtime payments will be paid on the pay day immediately following the work cycle in which the overtime was worked.
- 17.3** Underpayments will be rectified within 2 working days of notification unless the Employer and the employee agree that the rectification will be made no later than the next pay period.
- 17.4** Employees will be provided electronically with details of each pay regarding the make-up of their remuneration and any deductions.

18. QUANTUM AND TIMING OF PAY INCREASES

18.1 Employees employed by the Employer on or after the date of commencement of this Agreement will receive salary increases as set out in Appendix 1.

Progression within levels

18.2 Progression through the pay points in each level will occur when an employee is assessed at his or her annual performance review as meeting the 'progression criteria' outlined in the employee's performance plan.

19. CLASSIFICATION PROCESS

19.1 The Employer will classify all positions in accordance with Classification Descriptors in Appendix 2 of this Agreement. Any dispute arising from this clause will be dealt with in accordance with the Dispute Resolution Procedure in clause 11.

20. PERFORMANCE PLANNING AND REVIEW

20.1 Annual performance planning and reviews will be carried out in accordance with the Employer's Performance Management and Enhancement policy.

20.2 The aims of performance planning and reviews are to ensure that employees receive regular feedback on performance and achievements, as well as identification of professional development needs.

20.3 Changes to this policy may only be made after consultation with the Consultative Committee.

21. HIGHER DUTIES ALLOWANCE

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

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

Proportional work

21.3 Where an employee performs a proportion of duties of a higher salary an employee will be paid such proportion of the higher duties otherwise payable under this clause as is agreed to by the employee.

21.4 If agreement is not reached on the proportion of higher duties payable, either the Employer or the employee may initiate a dispute in accordance with the Dispute Resolution Procedure in this Agreement.

Promotion

21.5 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.

Higher duties and sick leave

21.6 If an employee in receipt of higher duties allowance commences personal leave or workers compensation leave the employee will be paid the higher duties allowance as follows:

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Period of performance of higher duties	Amount of leave at higher duties rate
Less than twelve months	Not more than three days
Twelve months or more	Not more than two weeks

Higher duties and long service leave

21.7 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.

22. ACCIDENT MAKE-UP PAY**Entitlement**

22.1 Where an employee is absent from duty as a result of sustaining an injury in respect of which the employee is in receipt of weekly payments of compensation under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) as amended from time to time or any successor to this Act, the employee will be entitled to accident make-up pay equivalent to his or her normal salary less the amount of weekly compensation payments.

Payment – maximum entitlement

22.2 The Employer will continue to provide accident make-up pay to the employee for a period of 52 weeks, or an aggregate of 261 working days, or an aggregate of 1984 hours, unless employment ceases.

22.3 An entitlement to accident make-up pay will cease at the end of a period of 52 weeks, or an aggregate of 261 working days, or an aggregate of 1984 hours or when employment ceases or when the benefits payable under the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) as amended from time to time or any successor to this Act, cease.

22.4 The Employer may grant the employee leave without pay where an entitlement to accident make-up pay has ended.

22.5 For the avoidance of doubt, an employee may, with the Employer's consent, take annual leave, long service leave whilst receiving accident make up pay.

23. SALARY PACKAGING

23.1 Employees may elect to salary package employment benefits in accordance with the Employer's policy, provided that their salary as specified in Appendix 1 shall be used for calculating all benefits or entitlements upon cessation of employment. For avoidance of doubt, this policy does not form part of this Agreement.

23.2 During the life of this Agreement, the Employer will review the range of benefits that can be salary packaged. Additions to the range of benefits will only be considered if they can be implemented on a cost neutral basis and are consistent with State Government policy and taxation legislation, as varied from time to time.

23.3 The maximum amount of salary that may be packaged and taken as other than direct salary will be in accordance with the Employer's policy.

23.4 The Employer will encourage an employee seeking to enter a salary packaging arrangement to obtain

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independent financial advice. Any such advice sought will be at the employee's expense.

- 23.5** All costs associated with a salary packaging arrangement, including Fringe Benefits Tax and administrative costs, will be met by the employee.
- 23.6** In the event of legislative or other changes having the effect of salary packaging increasing the cost to the employee, employees participating in salary packaging may choose to cease or modify the arrangement.
- 23.7** Notwithstanding anything contained within this clause, the employee's salary and wage as outlined in Appendix 1 of this Agreement will be used in determining the following:
- a) termination payments, including superannuation, annual leave, and long service leave entitlements;
 - b) calculation of redundancy benefits;
 - c) calculation of early retirement benefits;
 - d) superannuation salary; and
 - e) annual leave allowance.
- 23.8** The Employer will be entitled to recover any payment of salary and benefits paid in advance.
- 23.9** Other than where a vehicle has been included in a salary package, an employee who enters into a salary packaging arrangement shall be entitled to vary that arrangement annually providing that one month's notice of intended changes is provided to the Employer in writing. An employee wishing to withdraw from the packaging arrangement may do so at any time with 4 weeks' notice in writing.
- 23.10** Where a vehicle has been included in a salary package, variation or cessation, in relation to the vehicle, may only occur when the Employer has determined that the vehicle is due for changeover.
- 23.11** The Employer will maintain the option of this salary packaging arrangement subject to it remaining lawful.

24. SUPERANNUATION

All new employees, regardless of age will be registered in the Aware Super fund administered by Aware Super Pty Ltd unless the employee chooses to nominate an alternative complying fund from the register of Complying Superannuation Funds, or the Employer is otherwise required by law to make contributions to an alternative fund. The Employer will contribute, or will deemed to contribute, to this fund or another approved fund an amount in accordance with the *Superannuation Guarantee Administration Act 1992 (Cth)* as amended from time to time or any successor to this Act.

25. MEAL ALLOWANCES

- 25.1** The meal payment payable to an employee required to work overtime of not less than 2 hours following the ordinary hours of work or for less than 4 hours, is in accordance with the categories set out in clause 25.2 and the rates of payment set out in clause 25.3 below.
- 25.2** The categories of meal payments are:
- a) in the case where the duration of the overtime includes the period between 6.00pm and 7.00pm:
 - i. Category A – where an employee takes a meal break of an hour at any time prior to completing the overtime; or
 - ii. Category B – where the employee either takes a meal break of less than an hour but not less than

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20 minutes prior to the completing overtime or is prevented from taking a meal break by reason of safety requirements.

- b) in all other cases, Category C will be paid where the employee either takes a meal break of not less than 20 minutes prior to completing the overtime or is prevented from taking a meal break by reason of safety requirements.

25.3 The rates of payment for an employee required to work overtime and entitled to a meal payment under this clause are:

		From 1/7/23	From 1/7/2024
Category A	\$22.50	\$23.18	\$23.58
Category B	\$15.33	\$18.23	\$18.23
Category C	\$14.14	\$18.23	\$18.23

26. REIMBURSEMENT OF EXPENSES

26.1 The Employer will reimburse the employee his or her reasonable out of pocket expenses actually and necessarily incurred in the course of his or her authorised duties. The amount of an expense will be considered reasonable where it does not exceed the relevant amounts set by the Australian Tax Office as adjusted from time to time.

26.2 Allowable expenses include:

- a) travelling, accommodation, meals and other incidental expenses associated with an overnight absence from home or part day duties away from the normal work location; and
- b) any other expenses incurred in the course of the employee's employment and authorised by the Employer.

26.3 When making claims, employees must submit official receipts substantiating allowable expenses incurred as soon as practical after incurring the expense, except where the employee, with the Employer's approval uses their own motor vehicles for work purposes in which case they will submit a claim form stating the date, the purpose of the trip, the number of business kilometres travelled and the type of vehicle used.

26.4 A declaration from the employee that the expense was incurred may be accepted by the Employer if the receipt is lost or misplaced, and suitable verification can be made. A declaration from the employee that an incidental expense was incurred may be accepted if the Employer and the employee agree that obtaining a receipt was impractical.

26.5 Upon request:

- a) the Employer will provide an advance for the expected costs associated with work related travel or any other exercise where an employee is likely to incur work related expenses.
- b) as soon as practicable after the event, the employee will provide the Employer with an account of all expenses incurred together with receipts (and where necessary a statement) together with any balance owed to the Employer.

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- c) where moneys are owed to the employee, the Employer will pay the employee as soon as practicable.

27. SUPPORTED WAGE

Supported Wage arrangements for employees with a disability are contained in Appendix 3 – Supported Wage.

PART E - HOURS OF WORK AND RELATED MATTERS**28. HOURS OF DUTY**

- 28.1** The ordinary hours of duty as prescribed by the Employer will be between 8:00 a.m. and 6.00 p.m. Monday to Friday, except for shift employees whose ordinary hours of duty will not exceed ten hours inclusive of meal breaks in any single shift.
- 28.2** The ordinary hours of duty will not exceed 38 per week when averaged over one of the following cycles:

Work cycle (consecutive days)	Number of hours
Not exceeding 7 days	38
Not exceeding 14 days	76
Not exceeding 21 days	114
Not exceeding 28 days	152

29. WORK OUTSIDE THE SPAN OF HOURS

- 29.1** The Employer acknowledges the benefits to both the organisation and employee gained through employees having a balance between both their work and family life.
- 29.2** The Employer further recognises that the allocation of work must include consideration of the employee's hours of work. Work will be allocated so that there is not an allocation that routinely requires work to be undertaken beyond an employee's ordinary hours of work. However, the Employer may require an employee to work outside the span of hours.
- 29.3** Where an employee believes that their allocation of work is unreasonable, they may seek to have the allocation reviewed by their immediate manager, or through the Dispute Resolution Procedure of this Agreement.
- 29.4** An employee other than a casual employee may be required to be on duty for one evening each week between Monday to Friday until 8.00 pm. Reasonable notice will be given. For each required hour worked between 6.00-8.00 pm the employee is entitled to either payment, or Time off in Lieu (TOIL) of payment, at the rate of time and a half. The choice between payment or TOIL is by mutual agreement between the employee and the Employer reached prior to the overtime being worked.
- 29.5** Employees with primary care responsibilities or other reasonable circumstances which preclude working on a particular occasion may seek to be excluded from the requirement to be on duty on that occasion and the request shall not be unreasonably denied.

30. MEAL BREAKS

- 30.1** An employee will not be required to work more than 5 consecutive hours without a break for a meal, of at least 30 minutes but not more than one hour.
- 30.2** Time taken as meal breaks shall not be paid and will not be counted as time worked.

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31. SHIFT WORK

Definitions

31.1 For the purpose of this clause:

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

Afternoon Shift for other than a part-time shift employee means a period of duty rostered to commence on or after 10.00 a.m. and before 8.00 p.m.

Night Shift for other than a part-time shift employee means a period of duty rostered to commence on or after 8.00 p.m. and before 6.00 a.m.

Afternoon or Night Shift for a part-time employee means a period of duty rostered to commence on or after 6.00 p.m. and before 8.00 a.m.

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

Overtime Shift means any shift worked by a shift worker in excess of 5 shifts per week.

Shift work loadings

- a) For the purpose of this clause a salary will include all allowances in the nature of salary Afternoon or Night Shift (except public holidays)
 - i. when required to perform shift work on an afternoon or night shift on any day Monday to Friday inclusive (except a public holiday), an additional allowance at the rate of 15% of the appropriate hourly rate for each hour of duty will be paid.
 - ii. a part-time employee working afternoon or night shift or another employee working night shift for a period exceeding four continuous weeks will be paid an additional allowance of 15%. This additional payment will not apply where, but for mutual agreement, the employee would be required to work rotating shift work duty.
- b) Payment for weekend work and public holidays
 - i. a shift worker will be paid at the rate of time and half for ordinary shift work hours on Saturday and double time for Sunday and double time and half for public holidays.
- c) Payment for overtime
 - i. time worked in excess of the ordinary shift work hours will be paid for at the rate of double time.
 - ii. A shiftworker whose ordinary hours do not include a Saturday, Sunday or a public holiday must be paid 200% of the ordinary rate for all work done on such a day with a minimum payment of 4 hours. The minimum payment does not apply if the work is continuous with the starting or finishing time of their ordinary shift."
- d) In the event that a casual employee is required to work Shift Work, they would receive the appropriate penalties as per the Box Hill Institute PACCT Employee Enterprise Agreement 2023 or the Educational Services (Post-Secondary Education) Award 2020, whichever is the better of the two.

Time off in lieu

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- 31.2** An employee required to work an ordinary shift on a public holiday may elect to be paid time and half of the ordinary rate and will be entitled to one day leave in lieu of such holiday provided that the employee notifies the Employer of the election within 14 days of such holiday.
- 31.3** An employee whose rostered day off falls on a public holiday will be granted one day leave in lieu of such holiday.
- 31.4** Should a public holiday fall within an employee's paid leave that employee will be granted one day leave in lieu of such holiday.

Alternative shift work arrangements

- 31.5** On 21 days' notice of the proposed change upon consultation the Employer and the employees concerned may agree to extend shifts to up to 9 hours 30 minutes (excluding meal breaks) and all of that shift will be ordinary time and paid at the appropriate shift penalty rate.
- 31.6** An employee working extended shifts will not be required to work more than 80% of the ordinary working days Monday to Friday.

32. OVERTIME

-
- 32.1** An employee will be paid overtime for all authorised time worked in excess of or outside ordinary hours or in excess of the hours prescribed in clause 28.2 (Work Cycle) Provided that part time employees will be paid overtime at the appropriate rate in accordance with the Agreement when they work in excess of their contracted hours, except where their hours are averaged.
- 32.2** For the purpose of computation of overtime under this clause:
- a) overtime shall be based on the substantive rate of pay (as described) that the employee is receiving at the time the overtime is worked and shall be calculated to the nearest quarter of an hour;
 - b) each day of work shall stand alone except where overtime is continuous with the previous day;
 - c) a day shall mean all time worked between midnight on any one day and midnight on the succeeding day;
 - d) approved overtime when worked and penalty rates for Public Holidays shall be calculated on the substantive rate of pay excluding any rostered allowances. For the avoidance of doubt, calculation of overtime will not include shift allowances. Calculation of overtime will include casual loadings and higher duties allowance (if applicable).
- 32.3** Payment for overtime will not be subject to limitation within a work cycle as detailed in clause 28.2. The rate payable will not exceed the overtime rate payable to the top pay point of PACCT Level 6.

Overtime rates

- 32.4** Except for otherwise provided, payment for overtime shall be as follows:
- a) all approved weekday overtime, other than on a public holidays, shall be paid at the rate of time and half for the first two hours and double time thereafter;
 - b) all approved overtime worked on a Saturday shall be paid at the rate of time and half for the first two hours and double time after thereafter. An employee whose ordinary hours of work are 38 worked between Monday and Friday must be paid a minimum of 3 hours at overtime rates for work performed on a Saturday;

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- c) (i) all approved overtime worked on a Sunday shall be paid at the rate double time; and (ii) an employee working on a Sunday is entitled to a minimum payment of 4 hours at penalty rates provided they are available to work for 4 hours
- d) all approved overtime worked on a public holiday shall be paid at the rate double time and half.

Time off in lieu of overtime

32.5 An employee in receipt of a salary not exceeding that prescribed for the top pay point of PACCT Level 6 may, by mutual agreement in writing between the employee and the Employer 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 32.4 for payment for overtime worked.

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

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

32.8 a) The amount of time off in lieu shall be calculated in the same manner prescribed in clause 32.4

b) Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 32.6

c) An agreement must state each of the following :

- (i) The number of of overtime hours to which it applies and when those hours were worked;
- (ii) That the employer and employee agree that the employee may take time off instead of being paid for the overtime;

NOTE: An agreement under clause 32.6 can be made by using a template agreement provided by the Employer, an exchange of emails between the employee and employer, or by other electronic means.

d) Time off must be taken:

- (i) within the period of 6 months after the overtime is worked; or
- (ii) at a time or times within that period of 6 months agreed by the employee and employer.

e) The employer must keep a copy of any agreement under clause 32.6 as an employee record.

f) An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.

g) An employee may, under section 65 of the Fair Work Act 2009 (Cth), request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 32.6 will apply, including the requirement for separate written agreements under clause 32.6(b) for overtime that has been worked.

NOTE: If an employee makes a request under section 65 of the Fair Work Act 2009 (Cth) for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the Fair Work Act 2009 (Cth)).

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h) If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 32.5 applies has not been taken, the employer must pay an employee for the overtime at the overtime rate applicable to the overtime when worked.

NOTE: Under section 345(1) of the Fair Work Act 2009 (Cth), a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 32.6."

Employee recalled to duty

32.9 An employee required to work overtime which is not continuous with ordinary hours of duty will be paid a minimum of 3 hours at the appropriate rate.

32.10 Where more than one overtime attendance is involved, clause 32.9 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.

Rest periods

32.11 Reasonable travelling time will mean the period of time normally required to travel from the employee's place of residence to the workplace and back.

32.12 An employee will be entitled to at least a 10 hour break plus reasonable travelling time without loss of pay between the end of one period of duty and the beginning of the next.

32.13 An employee required by the Employer to resume or continue to work without having a 10 hour break plus reasonable travelling time off duty will be paid at double time of the ordinary rate of pay until released from duty for a 10 hour break plus reasonable travelling time without loss of pay.

PART F - LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**33. ANNUAL LEAVE**

33.1 (a) An employee, other than a casual, is entitled to 4 weeks' paid leave for each year of appointment. The entitlement accrues on a daily basis.

(b) A shiftworker for the purpose of the NES is an employee whose rostered shift work time of ordinary duty includes 10 or more Sundays during the annual leave accrual year and such a shift worker will be entitled to an additional one week's annual leave.

(c) A shiftworker whose rostered shift work time of ordinary duty includes less than 10 Sundays during the annual leave accrual year will be entitled to an additional leave at the rate of 1/10 of a working week in respect of each Sunday so rostered.

(d) Annual leave will be taken as mutually agreed between the Employer and the employee having regard to the operational needs of the Employer, except as specifically provided in clause 33.

33.2 Annual Leave Loading

Employees will, in respect of annual leave, be paid an annual leave loading for the period of annual leave taken. The annual leave loading will be calculated on the following basis:

- a)** employees who would have worked on day work only had they not been on leave—17.5% of their ordinary hourly rate of pay; or
- b)** employees who would have worked on shift work had they not been on leave—17.5% of their rate of pay or the shift loading, whichever is the greater.

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c) Annual leave loading will be paid on the first pay period in December each year.

33.2.3 The ordinary rate of pay of an employee referred to in 33.2(a) and 33.2 (b) will be the employee's rate of pay at the date the loading is paid.

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

33.2.5. An employee, who upon retirement, resignation or termination of employment with the employer will be paid an amount equal to the unused leave entitlement and any unpaid annual leave loading on a pro rata basis.

33.3 Annual leave in advance

(a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.

(b) An agreement must:

- (i)** state the amount of leave to be taken in advance and the date on which leave is to commence; and be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.

(c) The employer must keep a copy of any agreement under clause 33.3 as an employee record.

(d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 33.3, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

33.4 Annual close-down

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

(b) For the purposes of the close-down period, if an employee has exhausted their annual leave but has accrued long service leave or banked time off in lieu of overtime (TOIL) then these may be used over the close down period.

33.5 Cashing out of annual leave

(a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 33.5. The employee can only request to cash out annual leave when they have taken a period of annual leave within the 12 months prior to the request. They may cash out an equivalent amount of annual leave compared to the leave that has been taken in the last 12 months up to the maximum of 2 weeks in any period of 12 months.

(b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 33.5.

(c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.

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- (d) An agreement under clause 33.5 must state:
- (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 33.5 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (h) The employer must keep a copy of any agreement under clause 33.5 as an employee record.

Note.1. Under section 344 of the Act, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 33.5.

Note.2. Under section 345 (1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 33.5.

33.6 Excessive leave accruals: general provision

- (a) An employee has an excessive leave accrual if the employee has accrued more than 8 weeks' paid annual leave.
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 33.7 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 33.8 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

33.7 Excessive leave accruals: direction by employer that leave be taken

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 33.6(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under clause 33.7(a):
- (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 33.6, 33.7 or 33.8 or otherwise agreed by the employer and employee) are taken into account; and
 - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under clause 33.7(a) that is in effect.

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(d) An employee to whom a direction has been given under clause 33.7(a) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in clause 33.7(d) may result in the direction ceasing to have effect. See clause 33.7(b)(i).

33.8 Excessive leave accruals: request by employee for leave

(a) If an employee has genuinely tried to reach agreement with an employer under clause 33.6(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.

(b) However, an employee may only give a notice to the employer under clause 33.8(a) if:

(i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and

(ii) the employee has not been given a direction under clause 33.7(a) that, when any other paid annual leave arrangements (whether made under clause 33.6, 33.7 or 33.8 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.

(c) A notice given by an employee under clause 33.8(a) must not:

(i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 33.6, 33.7 or 33.8 or otherwise agreed by the employer and employee) are taken into account; or

(ii) provide for the employee to take any period of paid annual leave of less than one week; or

(iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or

(iv) be inconsistent with any leave arrangement agreed by the employer and employee.

(d) An employee is not entitled to request by a notice under clause 33.8(a) more than 4 weeks' paid annual leave in any period of 12 months.

(e) The employer must grant paid annual leave requested by a notice under clause 33.8(a)."

34. LONG SERVICE LEAVE

Entitlement

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

Years of service	Amount of long service leave
seven years of continuous service	9.1 weeks paid leave
each additional years of completed service after	1.3 weeks paid leave

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

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

Pro rata payments

34.4 Where an employee with not less than 4 completed years of service dies or is terminated on account of:

a) retirement;

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- b) ill health; or
- c) redundancy

the Employer will pay to the employee or the employee's personal representative a sum equal to 1/40 of the period of service.

- 34.5** Where an employee with not less than 7 completed years of service resigns or is terminated the Employer will in lieu of long service leave pay to the employee a sum equal to 1/40 of the period of service.

Recognised service

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

- a) periods of employment in or at:
 - i. a Victorian State School;
 - ii. a Victorian State Department;
 - iii. a Victorian State Government instrumentality or authority;
 - iv. a Victorian Municipality or other Victorian Local Government Authority
 - v. a Commonwealth Department;
 - vi. a Commonwealth Department instrumentality or authority (including the defence forces);
 - vii. a Victorian University; or
 - viii. Victorian TAFE Institutes;

provided that there has not been a break in continuous employment of more than 12 months;
- b) war service in the Australian Defence Force which ended not more than 5 years before any other employment which entitled an employee to long service leave;
- c) aggregated periods of service for a non-continuous employee with any of the Employers listed in clause 34.6 (a);
- d) service where an employee was in receipt of a pension pursuant to s.68(3) of the *Superannuation Act 1958* and s83A of the *State Superannuation Act 1988* (the successor Act) as amended from time to time or any successor to this Act;
- e) service during which an employee took:
 - i. annual leave;
 - ii. paid sick leave;
 - iii. paid maternity leave;
 - iv. paid adoption leave;
 - v. paid paternity leave; or
 - vi. any other leave authorised by the Employer as counting toward service;
- f) the period following retrenchment provided that the absence from continuous employment with an Employer listed in clause 34.6 (a) was no more than 5 years; and

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g) the period following resignation which in the opinion of the Employer was due to special circumstances provided that the absence from continuous employment from an employer listed in clause 34.6 (a) was no more than 5 years.

34.7 No credit shall be given for any period of leave for which long service leave has been granted or which payment in lieu of long service has been made.

34.8 An application for recognition of prior service under clause 34.6 (a) must be made within 6 months of an employee's starting date with the Employer.

Payment

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

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

35. PURCHASED LEAVE

35.1 An employee other than a casual employee may, with the agreement of their Manager and based on the needs of the area, work between 46 and 51 weeks per year with a consequential proportional reduction in salary. Such arrangements, where approved by the Employer, will commence at a mutually agreed time.

35.2 Where an employee and their Manager agree to a reduction in the number of working weeks under clause 35.1, the employee will receive additional leave as follows:

Purchased Leave Arrangement	Additional Weeks of Leave	Total Annual and Purchased Leave
46/52 weeks	Additional 6 weeks' leave	10 weeks in total
47/52 weeks	Additional 5 weeks' leave	9 weeks in total
48/52 weeks	Additional 4 weeks' leave	8 weeks in total
49/52 weeks	Additional 3 weeks' leave	7 weeks in total
50/52 weeks	Additional 2 weeks' leave	6 weeks in total
51/52 weeks	Additional 1 weeks' leave	5 weeks in total

35.3 Under this arrangement an employee will become a fractional employee, with all benefits accruing on the basis of the agreed purchased leave arrangement. Where an employee elects to take up a purchased leave option, superannuation contributions for the employee and the Employer will reduce on the basis of the agreed purchased leave arrangement.

35.4 Employees availing themselves of this option will retain benefits accrued to the agreed date on which they change to the agreed purchased leave arrangement and would accrue benefits at the new fractional rate from the effective date of the change.

35.5 All purchased leave arrangements must be reviewed on a yearly basis between the employee and their Manager. Continuance of the arrangement will be subject to agreement between the employee and their Manager, based on the needs of the area, and the approval of the Employer.

35.6 Any leave loading entitlements will be calculated at the agreed purchased leave rate and will apply to 4

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weeks of the annual leave only.

- 35.7** An employee who terminates his/her services must be paid for the unexpired period of leave at the appropriate fractional rate based on the credit accrued. Where entitlements have accrued at the full-time rate, any termination payment must be made at this rate.
- 35.8** An employee who elects to take up a purchased leave option may choose to maintain, subject to the requirements of the relevant superannuation scheme, the employee and employer's superannuation contributions on a full-time, or their original part-time employment basis, and the Employer shall only be obliged to cover the cost of employer contributions at the agreed purchased leave rate.
- 35.9** In the event of a dispute regarding the operation of the agreed purchased leave arrangement, the matter may be dealt with in accordance with the Dispute Resolution Procedure set out in this Agreement.

36. EXTENDED LEAVE SCHEME

- 36.1** At the election of the employee and with the written agreement of the Employer, provision may be made for an employee to receive, over a 4 year period, 80 per cent of the salary they would otherwise be entitled to receive in accordance with this Agreement.
- 36.2** On completion of the fourth year, the employee will be entitled to 12 months leave and will receive an amount equal to 80 per cent of the salary they were entitled to in the fourth year of deferment.
- 36.3** Where an employee completes 4 years of service under this extended leave scheme and is thereby not required to attend duty in the fifth year, the period of non-attendance shall not constitute a break in service and shall count as service for all purposes.
- 36.4** If the Employer agrees, the employee may by written notice withdraw from this scheme prior to completing a 4 year period. The Employee will receive a lump sum payment of salary forgone to that time but will not be entitled to equivalent absence from duty.

37. PUBLIC HOLIDAYS

- 37.1** Employees covered by the Agreement will be entitled to the following holidays without loss of pay:

- a) New Year's Day, 1 January;
- b) Australia Day, 26 January;
- c) Labour Day, the second Monday in March;
- d) Good Friday;
- e) Easter Saturday;
- f) Easter Monday;
- g) Anzac Day, 25 April;
- h) King's Birthday;
- i) Melbourne Cup Day, the first Tuesday in November;
- j) Christmas Day, 25 December; and
- k) Boxing Day, 26 December and

such holidays declared or prescribed by, or under, a law of a State or Territory

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37.2 Employees are also entitled to the following additional or substitute days:

- a) when Christmas Day is a Saturday or a Sunday, a holiday in lieu shall be observed on 27 December;
- b) when Boxing Day is a Saturday or a Sunday, an additional holiday shall be observed on 28 December;
- c) when New Year's Day is a Saturday or a Sunday, an additional holiday shall be observed on the next Monday; and
- d) when Australia Day is a Saturday or a Sunday, a holiday in lieu shall be observed on the next Monday.

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

Where an additional or substitute public holiday is declared or prescribed from time to time by order of the Victorian Government and published in the Government Gazette as provided under the *Public Holidays Act 1993* (Vic) as amended from time to time or any successor to this Act, that holiday will be observed.

Substitution of Public Holiday

37.4 The Employer and an employee may:

- a) agree to substitute another day for a day that would otherwise be a public holiday under the NES; or
- b) agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES

38. PERSONAL/CARERS LEAVE

38.1 On commencement of service an employee (other than casual employees) shall be entitled to a credit of 30 days of personal leave on full pay. Upon completion of 2 years and for each year of service thereafter on the anniversary of commencement a further 15 days full pay is credited. Unused personal leave shall be cumulative.

38.2 For the purpose of this clause immediate family includes:

- a) a partner (including a former partner, a de facto partner and a former de facto partner) of the employee. A de facto partner, in relation to a person who, although not legally married to the employee, lives with the employee in a relationship as couples on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
- b) child or adult child (including adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee, or of the partner of the employee.

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

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

Absence on public holidays

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

Taking of leave

- 38.5** An employee will have accrued personal leave credits reduced by the amount of leave taken at any one time.

Use of annual leave, long service leave or leave without pay

- 38.6** If an employee has exhausted all personal leave credits the number of days' absence in excess of the credit may be deducted from annual leave, long service leave or be taken as leave without pay as agreed between the employee and the Employer.
- 38.7** Prior to granting the annual leave, long service leave or leave without pay the Employer may require the employee to provide a further statutory declaration or medical certificate as to the cause of the illness.
- 38.8** Leave without pay granted under this clause will not extend beyond 52 weeks.
- 38.9** The Employer may approve additional paid leave in advance of an entitlement.

Proof of illness

- 38.10** An employee entitled to take personal leave for the purposes set out in clause 38.3 (a) may take 5 days of accrued personal leave in each year of employment without having to provide the Employer with the documentary evidence.
- 38.11** The Employer may require an employee to provide a medical certificate or statutory declaration setting out the cause of the absence, where an absence exceeds that outlined in clause 38.10. If an employee fails to provide a medical certificate or a statutory declaration as requested by the Employer the Employer may refuse to grant personal leave for the hours in excess of 5 days.
- 38.12** An employee may elect to have any leave in excess of the 5 days deducted from annual leave, long service; or taken as leave without pay.
- 38.13** If the period of absence referred to in clause 38.10 is for a continuous period exceeding 3 continuous days, the employee must provide to the Employer a medical certificate; or a statutory declaration setting out the cause of the absence.
- 38.14** The Employer may accept a statutory declaration as to the circumstances of the absence from a person approved by the Employer for that purpose, having regard to their knowledge of the circumstances.

Notice of leave

- 38.15** The employee must, , give the Employer notice as soon as practicable (which may be a time after the leave has started) of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence.

Evidence supporting claim

- 38.16** The employee must, if required by the Employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another.

Unpaid leave

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38.17 An employee may take unpaid carer's leave in accordance with the NES.

Casual employees – Caring responsibilities

38.18 Casual employees are entitled to be unavailable to attend work or to leave work, when a member of the employee's immediate family or a member of the employee's household, requires care or support because of:

- a) a personal illness, or personal injury, affecting the member; or
- b) an unexpected emergency affecting the member.

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

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

38.21 The Employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the Employer to engage or not engage a casual employee are otherwise not affected.

39. COMPASSIONATE LEAVE**Paid leave entitlement**

39.1 In addition to paid personal leave an employee (other than a casual) is entitled to use 3 days paid compassionate leave on each occasion when a member of the employee's immediate family or a member of the employee's household:

- a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- b) sustains a personal injury that poses a serious threat to his/her life; or
- c) dies.

39.2 Compassionate leave will not accrue from year to year and will not be paid out on termination.

39.3 Such leave does not have to be taken consecutively.

Unpaid leave entitlement

39.4 In circumstances where an employee requires more than 3 days compassionate leave on each occasion, an employee is entitled to use accumulated leave entitlements or is entitled to take unpaid compassionate leave.

39.5 The Employer and the employee should agree on the length of the unpaid leave. In the absence of agreement, the employee is entitled to take up to 3 days unpaid leave on each occasion.

Evidence supporting claim

39.6 The Employer may require the employee to provide evidence that would satisfy a reasonable person to support the taking of compassionate leave.

Casual Employees – Compassionate leave

39.7 Casual employees are entitled to be unavailable to attend work or to leave work if a member of the

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employee's immediate family or members of the employee's household:

- a) contracts or develops a personal illness that poses a serious threat to his or her life;
- b) sustains a personal injury that upon poses a serious threat to his or her life; or
- c) dies.

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

39.9 The Employer will require the casual employee to provide satisfactory evidence that would satisfy a reasonable person to support the taking of this leave.

39.10 The Employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of the Employer to engage or not engage a casual employee are otherwise not affected.

39.11 Such leave does not have to be taken consecutively.

40. PARENTAL LEAVE

40.1 Full time, part time and eligible casual employees are entitled to parental leave under this clause if:

- a) the leave is associated with:
 - i. the birth of a child of the employee or the employee's spouse; or
 - ii. the placement of a child with the employee for adoption; and
- b) the employee has or will have a responsibility for the care of the child

Definitions

40.2 For the purpose of this clause:

- a) **Eligible Casual Employee** means a casual employee:
 - i. employed by the Employer on a regular and systematic basis for a continuing period or sequence of periods of employment during a period of at least twelve months; and
 - ii. who has, but for accessing parental leave under this clause, a reasonable expectation of continuing employment by the employer on a regular and systematic basis.
- b) **Continuous Service** is work for the Employer on a regular and systematic basis (including any period of authorised leave).
- c) **Child** means:
 - i. in relation to birth-related leave, a child (or children from a multiple birth) of the employee or the employee's partner;
 - ii. in relation to adoption-related leave, a child (or children) who will be placed with an employee; and:
 - who is, or will be, under 16 as at the day of placement, or the expected day of placement;
 - has not, or will not have, lived continuously with the employee for a period of 6 months or

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more at the day of placement, or the expected day of placement; and

- is not (otherwise than because of the adoption) a child of the employee of the employee's partner.
- d) **Primary Caregiver** means the person who is the primary carer of a newborn or newly adopted child. The primary caregiver is the person who meets the child's physical needs more than anyone else. Only one person can be a child's primary carer on a particular day. In most cases the primary caregiver will be the birth mother of a newborn or the initial primary carer of a newly adopted child.
- e) **Secondary Caregiver** means a person who has parental responsibility for the child but is not the primary caregiver.
- f) **Partner** includes a de facto partner, former partner or former de facto partner. The employee's "de facto partner" means a person who lives with the employee as husband, wife or same sex partner on a bona fide domestic basis, although not legally married to the employee.

Summary of Parental Leave Entitlements

	Paid Leave	Unpaid Leave	Total
Primary Caregiver			
More than 12 months service	14 weeks	Up to 38 weeks	52 weeks
Less than 12 months service	0	Up to 52 weeks	52 weeks
Eligible Casual Employee	0	Up to 52 weeks	52 weeks
Secondary Caregiver			
More than 12 months service	1 week	Up to 51 weeks	52 weeks
Less than 12 months service	0	Up to 52 weeks	52 weeks
Eligible Casual Employee	0	Up to 52 weeks	52 weeks
Grandparent Leave	0	Up to 52 weeks	52 weeks

Parental Leave – Primary Caregiver

40.3 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 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.

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- 40.5** 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.
- 40.6** 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 partner is, or will be, the primary caregiver at the time of the birth or adoption of their child;
 - b) if their partner has received, or will receive, paid maternity leave, primary caregiver entitlements, or a similar entitlement, from their employer; or
 - c) if the employee has received, or will receive secondary caregiver parental leave entitlements in relation to their child.
- 40.7** A period of parental leave taken in accordance with this clause must be for a single continuous period.

Parental leave – Secondary Caregiver

- 40.8** 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 week paid parental leave; and
 - b) up to 51 weeks unpaid parental leave.
- 40.9** 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 of their child is entitled to up to 52 weeks unpaid parental leave.
- 40.10** 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.
- 40.11** Only one parent can receive secondary caregiver parental leave entitlements in respect to the birth or adoption of their child.
- 40.12** An employee cannot receive secondary caregiver parental leave entitlements where the employee has received primary caregiver parental leave entitlements in relation to their child.

Pre-adoption leave

- 40.13** 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.
- 40.14** The employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave.
- 40.15** Where paid leave is available to the employee, the Employer may require the employee to take such leave instead.
- 40.16** The Employer may require the employee to provide satisfactory evidence supporting the leave.

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Pre-Natal Leave

- 40.17** A pregnant employee will be able to access the pregnant employee's personal/carer's leave balance for paid leave totalling up to 15.2 hours per pregnancy to enable the employee to attend routine medical appointments associated with the pregnancy.
- 40.18** An employee who has a partner who is pregnant will be able to access the employee's personal/carer's leave balance for paid leave totalling up to 7.6 hours per pregnancy to enable the employee to attend routine medical appointments associated with the pregnancy.
- 40.19** A pregnant employee who seeks to take pre-natal leave under clause 40.17 or an employee who seeks to take pre-natal leave under clause 40.18 must give his or her Employer reasonable notice of the taking of leave under this clause by the Employee. The notice must be given to the Employer as soon as practicable, which would be expected to be in advance of a routine medical appointment. The notice must advise the Employer of the period, or expected period, of the leave.
-
- 40.20** A pregnant employee who seeks to take pre-natal leave under clause 40.17 or an employee who seeks to take pre-natal leave under clause 40.18 is required to provide a medical certificate from a registered medical practitioner confirming that the employee or their partner is pregnant and that the relevant absence was for the purpose of attending a routine medical appointment associated with the pregnancy. Each absence on pre-natal leave must be covered by such a medical certificate.
- 40.21** Paid pre-natal leave is not available to casual employees.
- 40.22** A pregnant employee who seeks to take pre-natal leave under clause 40.17 or an employee who seeks to take pre-natal leave under clause 40.18 is not entitled to take leave under this clause unless they comply with this clause.
-

Permanent Care Leave

- 40.23** 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 up to 2 weeks' unpaid leave at a time to be agreed with the Employer.
- 40.24** An employee who seeks to take permanent care leave under this clause must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the reason specified in clause 40.23 .
- 40.25** An employee is not entitled to take leave under this clause unless the employee complies with this clause.
-

Grandparent leave

- 40.26** 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.

Continuing to work while pregnant

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

- a) continues to work within a six week period immediately prior to the expected date of birth of the child; or
- b) is on paid leave under clause .

40.28 The Employer may require the employee to start parental leave if the employee:

- a) does not give the Employer the requested certificate within seven days after the request; or,
- b) gives the Employer the medical certificate stating that the employee is unfit to work.

Personal/Carer's Leave

40.29 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 38 (Personal/Carers Leave).

Transfer to a safe job

40.30 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at their present work, the employee will be transferred to a safe job with no other change to the employee's terms and conditions of employment until the commencement of parental leave.

40.31 If there is no safe job available, the employee is entitled to take paid no safe job leave, or the Employer may require the employee to take paid no safe job 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.

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

Special maternity leave

40.33 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 period as a registered medical practitioner certifies as necessary, as follows:

- a) where the pregnancy terminates during the first 20 weeks, during the certified period/s the employee is entitled to access any paid and/or unpaid personal/carer's leave entitlements in accordance with clause 38 (Personal/Carers Leave); or
- b) where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the employee is entitled to paid special maternity leave not exceeding the amount of paid parental leave available under clause 40 and thereafter, to unpaid special maternity leave.

Notice and evidence requirements

40.34 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

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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 partner; and
- c) that for the period of parental leave the employee will not engage in any conduct inconsistent with their contract of employment.

40.35 At least four weeks before the intended commencement of parental leave, the employee must confirm in writing the intended start and end dates of the parental leave, or advise the Employer of any changes to the notice period provided in clause 40.24, unless it is not practicable to do so.

40.36 The Employer may require the employee to provide evidence which would satisfy a reasonable person of:

- a) in the case of birth-related leave, the date of birth of the child (including without limitation, a medical certificate stating the date of birth or expected date of birth); or
- b) in the case of adoption-related leave, the commencement of the placement (or expected day of placement) of the child and that the child will be under 16 years of age as at the day of placement or expected day of placement.

40.37 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.

Commencement of parental leave

40.38 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.

40.39 In all other cases, primary caregiver parental leave commences on the day of birth or placement of the child.

40.40 Secondary caregiver parental leave may commence on the day of birth or placement of the child.

40.41 The Employer and employee may agree to alternative arrangements regarding the commencement of parental leave.

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

Single period of parental leave

40.43 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.

Employee couple – Concurrent leave

40.44 Two employees covered by this Agreement may take up to eight weeks concurrent leave in connection with the birth or adoption of their child.

40.45 Concurrent leave may commence one week prior to the expected date of birth of the child or the time of

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placement in the case of adoption.

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

Parental leave and other entitlements

40.47 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 40.52.

40.48 Where a public holiday occurs during a period of paid parental leave, the public holiday is not to be regarded as part of the paid parental leave and the Employer will grant the employee a day off in lieu, to be taken by the employee immediately following the period of paid parental leave.

40.49 Unpaid parental leave under clauses 40.3 – 40.12, 40.52 - 40.54 and clause 40.59 shall not break an employee's continuity of employment but it will not count as service for leave accrual or other purposes.

Keeping in touch days

40.50 During a period of parental leave an Employer and employee may agree to perform work for the purpose of keeping in touch in order to facilitate a return to employment at the end of the period of leave.

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

Extending parental leave

40.52 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 clauses 40.3 – 40.12, may extend the period of their parental leave on one occasion up to the full 52 week entitlement.
- b) the employee must notify the Employer in writing at least four weeks prior to the end date of their initial parental leave period. The notice must specify the new end date of the parental leave.

40.53 Right to request an extension to parental leave:

- a) an employee who is on parental leave under clauses 40.3 – 40.12 may request an extension of unpaid parental leave for a further period of up to 12 months immediately following the end of the current parental leave period;
- b) in the case of an employee who is a member of an employee couple, the period of the extension cannot exceed 12 months, less any period of parental leave that the other member of the employee couple will have taken in relation to the child;
- c) the employee's request must be in writing and given to the Employer at least 4 weeks before the end of the current parental leave period. The request must specify any parental leave that the employee's partner will have taken;
- d) the Employer shall consider the request having regard to the employee's circumstances and, provided the request is based on the employee's parental responsibilities, may only refuse the request on reasonable business grounds;
- e) the Employer must not refuse the request unless the Employer has given the employee a reasonable opportunity to discuss the request;
- f) the Employer must give a written response to the request as soon as practicable and no later than 21

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days after the request is made. The response must include the details of the reasons for any refusal.

40.54 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 clauses 40.3 – 40.12 will reduce by the period of any extension taken by a member of the couple under clause 40.52 – clause 40.54.

Calculation of pay for the purposes of parental leave

40.55 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.

40.56 The average number of weekly hours worked by the employee, determined in accordance with clause 40.55 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.

40.57 Despite clause 40.55 an employee who reduces the time fraction they work to better cope during pregnancy will not have their subsequent paid parental leave reduced accordingly.

40.58 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.

Commonwealth Paid Parental Leave

40.59 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.

Returning to Work**40.60** Returning to work early:

- a) during the period of parental leave an employee may return to work at any time as agreed between the Employer and the employee, provided that time does not exceed four weeks from the recommencement date desired by the employee;
- b) in the case of adoption, where the placement of an eligible child with an employee does not proceed or continue, the employee will notify the Employer immediately and the Employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.

40.61 Returning to work at conclusion of leave:

- a) at least four weeks prior to the expiration of parental leave, the employee will notify the Employer of their return to work after a period of parental leave;
- b) subject to 40.61 (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 40.30 and 40.31 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

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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.

40.62 Returning to work at a reduced time fraction:

- a) to assist an employee in reconciling work and parental responsibilities, an employee may request to return to work at a reduced time-fraction until their child reaches school age, after which the employee will resume their substantive time-fraction;
- b) where an employee wishes to make a request under clause 40.62 (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.

Consultation and Communication during Parental Leave**40.63** Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:

- a) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- b) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

40.64 The employee shall take reasonable steps to inform the Employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part time basis.**40.65** The employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with clause 40.63.**Extended Family Leave****40.66** An employee who is the primary caregiver and has exhausted all parental leave entitlements may apply for unpaid extended family leave as a continuous extension to their parental leave taken in accordance with this clause. The total amount of leave, inclusive of parental leave taken in accordance with this clause cannot exceed seven years.**40.67** The employee must make an application for extended family leave each year.**40.68** An employee will not be entitled to paid parental leave whilst on extended family leave.**40.69** Upon return to work the Employer may reallocate the employee to other duties.**Replacement Employees****40.70** 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.**40.71** Before an Employer engages a replacement employee the Employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.**40.72** It is agreed that the limitation in clause 12.14 (Types of employment) on the use of fixed term employment to replace the employee does not apply in this case.

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

41. BLOOD DONOR LEAVE

Reasonable paid leave shall be granted for attendance at a mobile blood donation centre, when located near the employees' place of work, for the purpose of making blood donations.

42. COMMUNITY SERVICE LEAVE

42.1 Where an employee engages in an eligible community service activity, excluding jury service, he or she may be granted up to 38 hours paid leave. For the avoidance of doubt, paid leave will only be granted in circumstances where the employee is requested by an emergency service of which they are a member to attend an emergency situation.

42.2 In addition to clause 42.1, the employee is also entitled to take unpaid leave for the reasonable duration of the activity, provided that the employee's absence is reasonable in the circumstances. An 'eligible community service activity' includes the carrying out of voluntary emergency management activities, and any other activity prescribed in the applicable legislation.

42.3 Employees will be required to give the Employer notice of an absence for an eligible community service activity under this clause and must advise the Employer of the period or expected period of absence. The Employer may also require evidence that would satisfy a reasonable person of the employee's participation in the relevant activity for which leave is requested.

43. CULTURAL AND CEREMONIAL LEAVE

NAIDOC Week Leave

43.1 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.

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

Leave to attend Aboriginal community meetings

43.3 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.

Leave to attend Annual General Meetings of Aboriginal community organisations

43.4 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.

Ceremonial Leave

43.5 Ceremonial leave may be granted to an employee of Aboriginal or Torres Strait Islander descent for

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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.

43.6 Where ceremonial leave is taken for the purposes outlined in clause 43.5(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.

43.7 Ceremonial leave granted under this clause 43 is in addition to compassionate leave granted under clause 39 Compassionate Leave

44. JURY SERVICE

An employee required under the *Juries Act 2000* (Vic) as amended from time to time or any successor to this Act, to attend jury service (including attendance for jury selection) will be entitled to leave with pay for the period during which his or her attendance is required. The employee must provide a certificate of attendance issued by the Juries Commissioner as evidence of attendance. The employee will not be required to account for any allowances received by him or her.

45. MILITARY SPECIAL SICK LEAVE

45.1 Where the Employer is satisfied that the illness of an employee with at least 6 months' service is directly attributable to or is aggravated by the employee's service recognised under the *Veterans' Entitlements Act 1986* (Cth) as amended from time to time or any successor to this Act, including:

- operational service; or
- peacekeeping service; or
- hazardous service,

the employee will be credited with 15 days special leave with full pay for each year of service with the Employer from the conclusion of the employee's operational, peacekeeping or hazardous service.

45.2 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.

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

45.4 For each period of special leave taken, the employee must comply with the notice and evidence requirements outlined in clause 38 (Personal/Carers Leave).

46. INFECTIOUS DISEASES LEAVE

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

46.2 Where the Employer reasonably believes that the employee is in such state of health as to render the

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

47. WORKPLACE RELATIONS TRAINING LEAVE

47.1 An employee, other than a casual employee, who makes a request to the Employer to attend training in workplace relations, occupational health and safety, dispute resolution or grievance management may, with the Employer's approval, be granted up to 5 days' paid leave per annum for attendance at such training, provided that the granting of such leave will not unduly affect the Employer's operational requirements.

47.2 The Employer may grant an aggregate of 10 days paid leave over 2 calendar years to attend an activity or course of study which contributes to the improved implementation of matters contained in this Agreement. Applications for such leave are to be in writing from the provider conducting the activity or course stating the employee wishes to attend and providing notice as to date, time, location, duration or purpose of the activity or course.

47.3 Leave granted under this clause:

- a) shall be on full pay which shall include payments which are deemed to be part of pay for all purposes but shall not include payments for work outside ordinary hours or excess hours payments; and
- b) may include any necessary traveling time in normal working hours immediately before or after the activity or course; and
- c) shall count as service for all purposes.

47.4 An employee granted leave under this clause shall not be permitted to claim reimbursement of personal expenses such as fares, accommodation or meal costs in attending the activity or course.

48. FAMILY VIOLENCE LEAVE

General Principle

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

48.2 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

Definition of Family Violence

48.3 Family violence includes physical, sexual, financial, verbal or emotional abuse by a family member as defined by the *Family Violence Protection Act 2008 (VIC)*.

Eligibility

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

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

General Measures

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

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

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

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

48.10 An employee experiencing family violence may raise the issue with their immediate supervisor, Family Violence contacts, employee representative or nominated Human Resources contact. The immediate supervisor may seek advice from Human Resources if the employee chooses not to see the Human Resources or Family Violence contact.

48.11 Where requested by an employee, the Human Resources contact will liaise with the employee's manager on the employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with clause 48.13 to 48.18.

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

Leave

48.13 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.

48.14 An employee who supports a person experiencing family violence may utilise their personal/carer's leave entitlement to accompany them to court, to hospital, or to care for children. The Employer may require evidence consistent with clause 38. (Personal/Carers Leave) from an employee seeking to utilise their personal/carer's leave entitlement.

Individual Support

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

- a) temporary or ongoing changes to their span of hours or pattern or hours and/or shift patterns;
- b) temporary or ongoing job redesign or changes to duties;

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- 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.

48.16 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.

48.17 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.

48.18 An employee that discloses that they are experiencing family violence will be given information regarding current support services

49. REQUESTS FOR FLEXIBLE WORK ARRANGEMENTS

49.1 If:

- (a) any of the circumstances referred to in clause 49.2 apply to an employee; and
 - (b) the employee would like to change his or her working arrangements because of those circumstances;
- then the employee may request the employer for a change in working arrangements relating to those circumstances.

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

49.2 The following are the circumstances:

- (a) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (b) the employee is a carer (within the meaning of the *Carer Recognition Act 2010*);
- (c) the employee has a disability;
- (d) the employee is 55 or older;
- (e) the employee is experiencing violence from a member of the employee's family;
- (f) the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.

49.3 To avoid doubt, and without limiting clause 49.1, an employee who:

- (a) is a parent, or has responsibility for the care, of a child; and
 - (b) is returning to work after taking leave in relation to the birth or adoption of the child;
- may request to work part-time to assist the employee to care for the child.

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

- (a) for an employee other than a casual employee—the employee has completed at least 12 months of continuous service with the employer immediately before making the request; or

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(b) for a casual employee—the employee:

- (i) is a long term casual employee of the employer immediately before making the request; and
- (ii) has a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

Formal requirements

49.5 The request must:

- (a) be in writing; and
- (b) set out details of the change sought and of the reasons for the change.

Agreeing to or refusal of the request

49.6 The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.

49.7 The employer may refuse the request only on reasonable business grounds.

49.8 Without limiting what are reasonable business grounds for the purposes of clause 49.7, reasonable business grounds includes the following:

- (a) that the new working arrangements requested by the employee would be too costly for the employer;
- (b) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee;
- (c) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee;
- (d) that the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity;
- (e) that the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service.

49.9 If the employer refuses the request, the written response under clause 49.6 must include details of the reasons for the refusal.

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APPENDIX 1– CLASSIFICATION AND SALARIES

Annual Salary Scale (Full time)

A	B	C	D
Classification Level and Increment Point	As at 30 June 2023	3.5% increase effective on and from 01/07/23	1.75% increase effective on and from 01 /07/24
PACCT 1.1	\$46,316	\$47,937.06	\$48,775.96
PACCT 1.2	\$47,989	\$49,668.62	\$50,537.82
PACCT 2.1	\$49,661	\$51,399.14	\$52,298.62
PACCT 2.2	\$51,334	\$53,130.69	\$54,060.48
PACCT 2.3	\$53,007	\$54,862.25	\$55,822.33
PACCT 2.4	\$54,876	\$56,796.66	\$57,790.60
PACCT 3.1	\$56,592	\$58,572.72	\$59,597.74
PACCT 3.2	\$58,595	\$60,645.83	\$61,707.13
PACCT 3.3	\$61,108	\$63,246.78	\$64,353.60
PACCT 4.1	\$62,687	\$64,881.05	\$66,016.46
PACCT 4.2	\$65,062	\$67,339.17	\$68,517.61
PACCT 4.3	\$68,064	\$70,446.24	\$71,679.05
PACCT 5.1	\$70,012	\$72,462.42	\$73,730.51
PACCT 5.2	\$72,664	\$75,207.24	\$76,523.37
PACCT 5.3	\$75,318	\$77,954.13	\$79,318.33
PACCT 6.1	\$77,949	\$80,677.22	\$82,089.07
PACCT 6.2	\$80,820	\$83,648.70	\$85,112.55
PACCT 6.3	\$83,673	\$86,601.56	\$88,117.08
PACCT 7.1	\$86,530	\$89,558.55	\$91,125.82
PACCT 7.2	\$89,456	\$92,586.96	\$94,207.23
PACCT 7.3	\$92,381	\$95,614.34	\$97,287.59
PACCT 7.4	\$95,307	\$98,642.75	\$100,368.99
PACCT 8.1	\$98,244	\$101,682.54	\$103,461.98
PACCT 8.2	\$101,170	\$104,710.95	\$106,543.39
PACCT 8.3	\$104,097	\$107,740.40	\$109,625.85
PACCT 8.4	\$107,022	\$110,767.77	\$112,706.21

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JUNIOR RATES

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

Under 17 years of age	70%
At 17 years	75%
At 18 years	80%
At 19 years	85%
At 20 years	95%

APPENDIX 2 – CLASSIFICATION DESCRIPTORS

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

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

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

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

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

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

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

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

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

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

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

Broad direction means direction is provided in terms of objectives which may require the planning of 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.

OFFICIAL**PACCT LEVEL 1****Education, training and experience**

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

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

Task level

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

Judgement and problem solving

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

Supervision and independence

Employees work under close supervision.

Supervisory referral and/or guidance will be readily available.

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

Organisational relationship and impact

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

Interpersonal skills

Require basic skills in verbal and written communication.

OFFICIAL**PACCT LEVEL 2**

Includes the criteria detailed for the previous level.

Education, training and experience

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

Task Level

Tasks at this level are generally straightforward with clearly established procedures. At times tasks require more complexity involving the choice of application of the best approach within established procedures.

Responsible for the timely completion of various tasks which are within their own control.

Judgement and problem solving

Exercise judgement on the organisation of work in accordance with daily work routines and work flows.

Make decisions within established rules, techniques and procedures.

Choose between a range of alternatives to solve relatively simple problems with reference to established techniques and practices.

Assistance is available when required.

Exercise judgement on work methods and task sequences within specified timelines and standard practices and procedures.

Supervision and independence

Routine supervision where decisions and options are limited and work outputs are monitored by immediate supervisor.

Routine supervision of straightforward tasks, close supervision of more complex tasks.

Exercise discretion within standard practices and processes.

Organisational relationship and impact

May provide general information / advice and assistance to members of the public, students and other employees that are based on an operational knowledge of the functional area.

Perform tasks / assignments that require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.

Interpersonal skills

Ability to communicate operational requirements to members of the public and / or other employees in the performance of well-defined individual and team activities.

Require skills in verbal and written communication to enable the preparation of routine correspondence and reports.

OFFICIAL**PACCT LEVEL 3**

Includes the criteria detailed for the previous level.

Education, training and experience

Relevant Degree or Diploma with little or no relevant work experience; or a suitable combination of lesser qualifications and relevant experience.

At this level employees have theoretical knowledge which may be applied to a range of procedures and tasks.

Task level

Perform work assignments within timelines generally stipulated by standard practices and procedures.

Apply knowledge to a varied range of different tasks that are within the nature of work assigned and relevant standards and procedures.

Undertake creative, planning and design functions in consultation with supervisor.

Managing time, setting priorities, planning and organising own work and that of supervised employees.

Skills sufficient to co-ordinate the duties of, and convey appropriate instructions to employees at lower levels.

Judgement and problem solving

Employees at this level diagnose and solve problems through the application of theoretical principles and techniques and prioritise directed work.

Employees provide interpretive advice requiring knowledge of rules and regulations of the work area and in the application of procedures requiring expertise in a specialist area or broad knowledge of a range of functions.

Supervision and independence

Duties undertaken under routine supervision.

Schedule workloads appropriately.

May be required to provide close supervision to subordinate positions performing routine duties (first level of supervision).

Liaison with other employees at higher levels.

May undertake stand-alone work.

Organisational relationship and impact

Operational knowledge of relevant functional areas.

Perform tasks/assignments requiring proficiency in the work area's rules/regulations, processes and techniques understanding how they interact with other related functions.

Interpersonal skills

Ability to communicate operational requirements to members of the public and / or other employees, on an individual and team basis, in the administration of well-defined activities, in the resolution of problems, and in the supervision of other employees where appropriate.

Require skills in verbal and written communication to enable the preparation of routine correspondence and reports.

OFFICIAL**PACCT LEVEL 4**

Includes the criteria detailed for the previous level.

Education, training and experience

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

Task level

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

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

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

May involve co-ordination and supervision of other employees.

Judgement and problem solving

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

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

Supervision and independence

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

May involve supervision and / or cooperation of others to achieve the objective.

May be required to undertake a wide range of duties and responsibilities, some of which may be complex.

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

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

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

OFFICIAL**Organisational relationship and impact**

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

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

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

Interpersonal skills

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

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

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

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

OFFICIAL**PACCT LEVEL 5**

Includes the criteria detailed for the previous level.

Education, training and experience

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

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

Task level

Work independently within overall policies and guidelines.

May supervise, as well as set priorities and monitor work flows within a work area of other skilled employees.

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

Able to design, develop and trial procedures, equipment and systems.

Apply analytical skills.

Judgement and problem solving

Perform work assignments guided by policy, precedent, professional standards and/or technical expertise.

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

Contribute to the development, redefinition and interpretation of policy within the immediate work group.

Take responsibility for outcomes of the work group. Undertake planning involving resource use and develop proposals for resource allocation.

Supervision and independence

Guidance and supervision to the employee will be at a general level. The employee may have supervisory and line management responsibility for a work area.

The employee may work independently on specific projects or on complex technical tasks.

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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 Employer to impact upon decision making/service provision process.

Contribute to the development of policy.

Interpersonal skills

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

Within the field of expertise, provide input to influence the decisions within the work area and their impact on other functions / areas.

Capable of liaising, on an individual and team basis, with employees at all level, and with counterparts in other organisations to discuss specialist matters and with other employees to resolve intra-organisational problems.

OFFICIAL**PACCT LEVEL 6**

Includes the criteria detailed for the previous level.

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.

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.

Judgement and problem solving

Exercise independent judgement and decision making skills with the ability to understand and independently relate existing policy to work assignments.

Adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques to new situations. Relevant guidance and advice are usually available.

Interpret policy that has an impact beyond the immediate work group.

May be relied upon to provide accurate specialist advice.

Supervision and independence

Position operates with broad direction and work will be performed at a professional or supervisory level with clearly established objectives, strategies and methodologies.

The employee may have supervisory line management responsibility.

Decisions and actions taken will impact upon programs and projects being managed.

Contribute to the development of long term operational strategies.

OFFICIAL**Organisational relationship and impact**

Understanding the immediate goals of the Employer and the legal context in which the Employer 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 Employer's operations.

Interpersonal skills

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

The ability to motivate and develop employees.

Liaise, on an individual and team basis, with employees at all levels, 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.

OFFICIAL**PACCT LEVEL 7**

Includes the criteria detailed for the previous level.

Education, training and experience

Relevant Degree and relevant post graduate qualification and experience; or

lesser formal qualifications with extensive experience with management expertise in technical or administrative fields; or equivalent combination of relevant experience and/or education /training.

Task level

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

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

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

May implement major change programs which may impact on other areas of the Employer's operations.

Judgement and problem solving

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

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

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

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

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

Supervision and independence

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

May manage/supervise other 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 Employer.

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 Employer 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.

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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.

OFFICIAL**PACCT LEVEL 8**

Includes the criteria detailed for the previous level.

Education, training and experience

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

Principal specialist in a recognised discipline or specialist area.

Task level

Apply a high level of theoretical and operational knowledge.

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

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

Undertake significant creative, strategic planning and management functions.

May be responsible for significant resources.

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

Judgement and problem solving

Provides authoritative advice.

Responsible for project development and implementation.

Provide strategic support and advice to departments.

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

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

Supervision and independence

Under broad direction develop and implement new policies and innovative ways of adapting the Employer'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 Employer wide programs and projects.

Accountable for the quality, effectiveness, cost and timeliness of operational objectives.

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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 Employer's operations.

Interpersonal skills

Ability to persuade, convince and negotiate internally and externally in the pursuit and achievement of Employer'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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APPENDIX 3 – SUPPORTED WAGE

A.1 This Appendix defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

A.2 In this Appendix:

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

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

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

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

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

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

A.3 Eligibility criteria

A.3.1 Employees covered by this Appendix will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.

A.3.2 The Appendix does not apply to any existing employee who has a claim against the Employer which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their current employment.

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A. 4 Supported wage rates

A.4.1 Employees to whom this clause applies will be paid the applicable percentage of the salary, as set out in Appendix 1- Salaries for the class of work which the person is performing according to the following schedule:

Assessed capacity	% of prescribed Agreement rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

A.4.2 Provided that the minimum amount payable must not be less than \$102 per week. This rate will be adjusted on 1 July each year for the operational life of this Agreement based on the FWC Annual Wage Review.

A.4.3 Where an employee's assessed capacity is 10%; they will receive a high degree of assistance and support.

A.5 Assessment of capacity

A.5.1 For the purpose of establishing the percentage of the relevant Agreement salary to be paid to an employee under this Agreement, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the Employer and employee and, if the employee so desires, a union which the employee is eligible to join.

A.5.2 All assessments made under this Appendix must be documented in an SWS wage assessment agreement, and retained by the Employer as a time and wages record in accordance with the Act.

A.6 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

A.7 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the wage rate only. Employees covered by the provisions of this Appendix will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement paid on a pro rata basis.

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Where the Employer wishes to employ a person under the provisions of this Appendix the Employer will take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other employees in the area.

A.9 Trial period

A.9.1 In order for an adequate assessment of the employee's capacity to be made, the Employer may employ a person under the provisions of this Appendix for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

A.9.2 During the trial period the assessment of capacity will be undertaken and the proposed wage for a continuing employment relationship will be determined.

A.9.3 The minimum amount payable to employee during the trial period must be no less than \$102 per week. This rate will be adjusted on 1 July each year for the operational life of this Agreement based on the FWC Annual Wage Review.

A.9.4 Work trials should include induction or training as appropriate to the job being trialled.

A.9.5 Where the Employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under A.5.

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SIGNATURES

EXECUTED as an Enterprise Agreement

SIGNED for and on behalf of the Box Hill Institute



Date 28.6.2024

Grant Radford, CEO

Address:

Road, Box Hill Vic 3128 465 Elgar

who has authority to sign on its behalf,



in the presence of Irene Biris

Date 28.6.2024

Address:

Box Hill Vic 3128 465 Elgar Road,

SIGNED by a representative who is duly authorised to sign this Agreement as a representative of the employees covered by this Agreement:



Date 28 June 2024
1/120 Clarendon Street

Damien Cahill
General Secretary

Address: South Melbourne VIC 3205

in the presence of:



Witness Renee Veal
Date 28 June 2024
1/120 Clarendon Street

Address: South Melbourne VIC 3205

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