

Holmesglen Institute  
Enterprise Agreement  
(PACCT Staff)  
2023

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## 1 TITLE

This Agreement shall be known as the Holmesglen Institute Enterprise Agreement (PACCT Staff) 2023.

## **PART A – APPLICATION AND OPERATION OF AGREEMENT**

## 2 DEFINITIONS

For the purposes of this Agreement:

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

**Agreement** means this Agreement.

**Casual Employee** means a person is a casual employee of an employer if:

- an offer of employment made by the employer to the person is made on the basis that the employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the person; and
- the person accepts the offer on that basis; and
- the person is an employee as a result of that acceptance.

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

**Eligible Community Service Activity** as defined in Section 109 of the National Employment Standards.

**Employee** means a PACCT staff member.

**Employer** means Holmesglen Institute.

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

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

**FWC** means Fair Work Commission.

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

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

$$\begin{array}{rcl} \text{Annual Salary} & \times & 14 \\ \hline 365.25 & \times & 76 \end{array}$$

**PACCT** means Professional, Administrative, Clerical, Computing and Technical staff.

**Part-time Employee** means an Employee other than a casual Employee who is employed to work for less than the ordinary hours of work prescribed by this Agreement.

**Party and Parties** means Holmesglen Institute, the PACCT employees to whom the Agreement applies and the National Tertiary Education Union.

**Public Holiday** means any or all of the holidays specified in clause [29.1](#) Public Holidays of this Agreement.

**Regulations** means the Fair Work Regulations 2009 as amended from time to time.

**Union** means the National Tertiary Education Union.

### **3 APPLICATION OF AGREEMENT AND PARTIES COVERED**

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

3.2 This Agreement applies to and covers:

- The employer as defined in clause [2](#).
- All employees as defined in clause [2](#).
- Any party noted by the Fair Work Commission in the Notice of Approval.

3.3 The [Parties](#) agree to commit to commence negotiations in 2024 for a MEA for TAFE PACCT employees.

### **4 RELATIONSHIP TO OTHER AGREEMENTS AND THE NES**

This Agreement constitutes a comprehensive agreement and operates to the exclusion of and wholly displaces any existing enterprise agreements.

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.

### **5 NO EXTRA CLAIMS COMMITMENT**

It is a term of this Agreement that the Parties, which are a party to this Agreement will not pursue any claims relating to terms and conditions of employment, for the life of this Agreement.

### **6 POSTING OF THE AGREEMENT**

The employer shall keep in a readily accessible place in each office or place of business where the work is covered by this Agreement, a copy of this Agreement and any Agreement made in relation to it and any variation made thereto, for perusal by an employee(s).

## 7 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 7.1 An employee and the employer may agree to make an individual flexibility arrangement to vary the effects of terms of the agreement If:
- (a) if the Agreement deals with the following matter:
    - (i) arrangements for when work is performed such as working hours; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to the matter mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- 7.2 An employee may nominate a representative to assist in negotiations for an individual flexibility arrangement.
- 7.3 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.
- 7.4 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.
- 7.5 The employer must give a copy of the individual flexibility arrangement to the employee within 14 days after it is agreed to.
- 7.6 The employer must ensure that any Individual flexibility arrangement sets out:
- the terms of this enterprise agreement that will be varied by the arrangement; how the arrangement will vary the effect of the terms;
  - how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and the day on which the arrangement commences.
- 7.7 The employer must ensure that any individual flexibility arrangement:
- (a) is about matters that would be permitted matters under section 172 of the Act if the arrangement were an enterprise agreement; and
  - (b) does not include any term that would be an unlawful term under section 194 of the Act if the arrangement were an enterprise agreement; and
  - (c) provides for the arrangement to be terminated:
    - by either the employee or employer giving written notice, with the notice being not more than 28 days; or
    - at any time by written agreement between the employee and employer.



## **8 50/52 EMPLOYMENT CYCLE**

The provisions of this clause do not apply to casual employees. Contract staff must have at least 12 months remaining in their contract at the time of commencing this arrangement.

- 8.1 With the employer's agreement, an employee may apply to work under a 50/52 week employment cycle for a twelve month period.
- 8.2 Access to the 50/52 arrangement will be dependent on individual circumstances and the employer's operational requirements. Where access is not granted the employee shall be advised in writing of the reasons.
- 8.3 A 50/52 week employment cycle will enable an employee to take ten days leave in addition to the normal four weeks of annual leave in a year and receive the equivalent of 50 weeks' salary, which would be payable over 52 weeks.
- 8.4 An employee's continued participation in the 50/52-week employment cycle is subject to annual review and approval by the employer.
- 8.5 All periods of paid leave will accrue at the rate of 50/52 of the employee's fulltime equivalent salary for that 12-month period during the 50/52-week employment cycle.
- 8.6 Where an employee is being paid on a 50/52-week employment cycle, and their employment terminates, the employer will either provide additional payment to the employee or recoup payment from the employee's termination benefits, so that the employee is paid for duties actually carried out up to the date of termination.
- 8.7 Where an employee is being paid on a 50/52-week employment cycle, the employer will grant the employee access to the additional ten days leave on such basis that the employee will not be replaced during the absence. The employer is to ensure access to this arrangement shall not place an unreasonable workload on the employees of the work unit.
- 8.8 Unused leave accrued in accordance with this clause shall not be cumulative and is to be paid out at the completion of the twelve month cycle unless approval otherwise by the employer. The first ten days leave taken each year shall be deemed to be deducted from this entitlement arising from this clause.
- 8.9 These provisions shall apply on a pro-rata basis for employees engaged on a part-time basis.

## **PART B – STATUTORY OBLIGATIONS**

### **9 ANTI-DISCRIMINATION**

- 9.1 It is the intention of the respondents to this Agreement to achieve the principal object in section 3 of the Act through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction, or social origin.
- 9.2 Accordingly, in fulfilling their obligations under the dispute settling clause, the respondents must make every endeavor to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 9.3 Nothing in this clause is taken to affect:
- (a) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation.
  - (b) an employee, employer, or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission.
  - (c) the exemptions in s.772 (2) of the Act.

### **10 OCCUPATIONAL HEALTH AND SAFETY**

- 10.1 The employer and employees shall at all times comply with the provisions of the Occupational Health and Safety Act 2004 (Victoria) as amended from time to time.
- 10.2 The employer shall provide and maintain so far as is practicable for employees a working environment that is safe and without risks to health.
- 10.3 Employees shall at all times conduct themselves in a safe and responsible manner and comply with the employer's Occupational Health and Safety Policies and Procedures.
- 10.4 The employer shall encourage employees to take a constructive role in promoting improvements in occupational health, safety and welfare. and to assist the employer in achieving a healthy and safe work environment.

## **11 ACCIDENT MAKE-UP PAY**

### **11.1 Entitlement**

Where an absence from duty results from an injury which is the subject of a claim for compensation under the Accident Compensation Act 1985 or the Workplace Injury, Rehabilitation and Compensation Act 2013 or any successor/s thereto as amended from time to time the employer will pay or cause to be paid accident make up pay:

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

whichever may first occur, even if the employer terminates the employee's employment during that period.

### **11.2 Accident make up pay**

is the amount equivalent to the difference between the weekly compensation and the amount that would have been payable to the employee as their salary, as if the employee had been performing their normal duties.

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

## **12 SUPERANNUATION**

12.1 The employer will make employer contributions in accordance with the Superannuation Guarantee (Administration) Act 1992, including to those over 70 years of age.

12.2 Where a new employee commences with the employer, the employer will make contributions to the employees stapled fund defined by the Superannuation Guarantee (Administration) Act 1992, unless the employee:

- (a) nominates an alternative complying fund from the register of complying superannuation funds for the employer to make contributions to; or
- (b) is a member of a public sector defined benefit superannuation fund.

12.3 Where the employee is a member of a public sector defined benefit superannuation fund, the employer will continue the existing arrangement.

12.4 Where a new employee does not have a stapled fund and has not provided the employer an alternative complying superannuation fund (including a public sector defined benefit superannuation fund), the new employee will be registered with Aware Superannuation.

## **PART C – COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION**

### **13 CONSULTATION**

- 13.1 Where the employer proposes to introduce a major change to production, program, organisation, structure, or technology that is likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes (the relevant employees) and the Union.
- 13.2 The relevant employees may appoint a representative for the purposes of the procedures in this term, clause [13](#) (which may be the Union/s).
- 13.3 "Significant effects" shall include termination of employment. major changes in the composition, operation, or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations, changes to regular rosters or ordinary hours of work and the restructuring of jobs. provided that where the Agreement makes provision for alteration of any of the matters referred to herein an alteration shall be deemed not to have significant effect.
- 13.4 **Duty to Discuss Change**
- In respect to the proposed changes referred to in sub-clause [13.1](#), the employer shall discuss with the affected employees, the employee's representative, and the Union, inter alia:
- (a) the proposed changes; and
  - (b) the effects the proposed changes are likely to have on employees; and
  - (c) any measures to avert or mitigate the adverse effects of such changes on employees
- The employer shall give prompt consideration to matters raised by the employees, the employee's representative, and the Union in relation to the changes including any impact that the proposed changes may have in relation to employees' family or caring responsibilities.
- 13.5 The discussions shall commence as early as practicable after the affected employees and the Union have been notified of the proposed change under clause [13.1](#) above.
- 13.6 For the purposes of such discussion, the employer shall provide in writing to the employees concerned and the employee's representative and the Union all relevant information about the 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.

13.7 The employer must have regard to matters raised in discussions with affected employees and the employee's representative and the Union. The employer must give prompt and genuine consideration to matters raised about the proposed change by the affected employees and the Union. The employer will inform the affected employees and the Union of the outcomes of their consideration of the views provided to them regarding the impact of the proposed change, but the employer shall retain the right to decide on the introduction of the changes.

#### 13.8 **Change to regular roster or ordinary hours of work of employees**

If the employer proposes a change to the regular roster or ordinary hours of work of an employee, the employer must notify the relevant employees of the proposed change and:

- (a) provide information to the employees about the change; and
- (b) invite the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities)
- (c) consider any views given by the employees about the impact of the change.

### 14 **DISPUTE RESOLUTION PROCEDURE**

#### 14.1 **Resolution of disputes and grievances**

14.1.1 Unless otherwise provided for in this Agreement, a dispute or grievance about a matter arising under this Agreement or the NES, other than termination of employment, must be dealt with in accordance with this clause. This includes a dispute or grievance about whether an employer had reasonable grounds to refuse a request for flexible working conditions or an application to extend unpaid parental leave.

14.1.2 For the avoidance of doubt, 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.

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

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

14.1.5 For the purpose of this clause, "parties" shall mean and include the employer, an employee or the Union who have notified the employer of the existence of the dispute.

## 14.2 **Obligations**

- 14.2.1 The parties to the dispute or grievance, and their representatives, must genuinely attempt to resolve the dispute or grievance through the processes set out in this clause and must cooperate to ensure that these processes are carried out promptly.
- 14.2.2 While a dispute or grievance is being dealt with in accordance with this clause, work must continue according to usual practice, provided that this does not apply to an employee who has a reasonable concern about 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.
- 14.2.3 No person covered by the Agreement will be prejudiced as to the final settlement of the dispute or grievance by the continuance of work in accordance with this clause.

## 14.3 **Agreement and dispute settlement facilitation**

- 14.3.1 For the purposes of compliance with this Agreement (including compliance with this dispute settlement procedure) where the chosen employee representative is another employee of the employer, he/she must be released by his/her employer from normal duties for such periods of time as may be reasonably necessary to enable him/her to represent employees concerning matters pertaining to the employment relationship including but not limited to:
- (a) investigating the circumstances of a dispute or an alleged breach of this Agreement or the NES;
  - (b) endeavoring to resolve a dispute arising out of the operation of this Agreement or the NES; or,
  - (c) participating in conciliation, arbitration or agreed alternative dispute resolution process.
- 14.3.2 The release from normal duties referred to in this clause is subject to the proviso that it does not unduly affect the operations of the employer.

## 14.4 **Discussion of grievance or dispute**

- 14.4.1 The dispute or grievance must first be discussed by the aggrieved employee(s) with the immediate supervisor of the employee(s) or the next senior level of management as appropriate.
- 14.4.2 If the matter is not settled, the employee(s) can require that the matter be discussed with another representative of the employer appointed for the purposes of this procedure.

## 14.5 **Internal process**

14.5.1 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 according to that process, provided that the process is conducted in a timely manner and is consistent with the following principles:

- (a) the rules of natural justice; provide for mediation or conciliation of the dispute or grievance;
- (b) provide that the employer will take into consideration any views on who should conduct the review; and
- (c) be conducted as quickly and with as little formality as a proper consideration of the matter allows.

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

## 14.6 **Disputes of a Collective Character**

14.6.1 The parties covered by the Agreement acknowledge that disputes of a collective character concerning more than one employee may be dealt with more expeditiously by an early reference to FWC.

14.6.2 No dispute of a collective character may be referred to FWC directly unless there has been a genuine attempt to resolve the dispute at the workplace level prior to it being referred to FWC for conciliation and/or arbitration.

## 14.7 **Conciliation**

14.7.1 Where a dispute or grievance is referred for conciliation, a member of FWC may arrange whatever process the member considers may assist in resolving the dispute to occur.

14.7.2 Conciliation before FWC shall be regarded as completed when:

- (a) the parties have reached agreement on the settlement of the grievance or dispute; or
- (b) the member of FWC conducting the conciliation has, either of their own motion or after an application by either party, satisfied themselves that there is no likelihood that within a reasonable period further conciliation will result in a settlement; or
- (c) the parties have informed the FWC member that there is no likelihood of agreement on the settlement of the grievance or dispute.

**14.8 Arbitration**

- 14.8.1 If the dispute or grievance has not been settled after conciliation, either party may request that FWC proceed to determine the dispute or grievance by arbitration.
- 14.8.2 Where a member of FWC has exercised conciliation powers in relation to the dispute or grievance, the member shall not exercise, or take part in the exercise of, arbitration powers in relation to the dispute or grievance if a party objects to the member doing so.
- 14.8.3 Subject to sub-clause [14.8.4](#) below, the determination of FWC is binding upon the persons bound by this Agreement.
- 14.8.4 An appeal can be made to a Full Bench of PNC, with the leave of the Full Bench, against a determination of a single member of FWC made pursuant to this clause.

**14.9 Conduct of matters before FWC**

- 14.9.1 Subject to any agreement between the parties to the dispute, in relation to a particular dispute or grievance and the provisions of this clause, in dealing with a dispute or grievance through conciliation or arbitration FWC may conduct the matter in accordance with Subdivision B of Division 3 of Part 5-1 of the Act.



**PART D – EMPLOYER AND EMPLOYEES' DUTIES, EMPLOYMENT RELATIONSHIP AND RELATED ARRANGEMENTS**

**15 MODES OF EMPLOYMENT**

**15.1 Qualifying Period of Employment**

All new employees covered by this Agreement shall be subject to a six month qualifying period commencing on their first day of employment for the purposes of determining the employee's suitability for continuing employment. The employee will be advised in advance that the employment is subject to satisfactory completion of a qualifying period. During this qualifying period either party may terminate the employment relationship by the giving of one weeks' notice or by payment or forfeiture in lieu as the case may be.

The six month qualifying period, forms part of an employee's period of continuous service, except where otherwise specified.

**15.2 General**

15.2.1 Subject to [15.6](#) (Fixed-Term Employee), the employer may employ persons on an ongoing, fixed-term or casual basis. For persons employed on an ongoing or fixed-term basis, such persons can be employed full-time or part-time.

15.2.2 Upon engagement the employer will inform the employee whether they will be employed on a full-time or part-time on an ongoing or fixed-term basis, or whether they will be engaged on a casual basis.

15.2.3 The parties are committed to recognising the preferred mode of employment is 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. Fixed term and casual employment will not be used to substitute for ongoing employment.

15.2.4 Where an employee has two or more years of unbroken fixed term service and the employer intends the duties of the employee to be continued to be performed, the employee may apply to have their mode of employment converted to ongoing employment and the employer will not reasonably reject such an application.

15.2.5 Clauses 15.2.4 and 15.6 shall be read subject to Part 2-9, Division 5 of the Act.

### 15.3 **Full-time Employee**

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

15.3.2 On engagement a full-time employee will be given by the employer written advice of:

- (a) the date on which the employment is to commence;
- (b) the classification and rate of pay to be received by the employee;
- (c) the terms and conditions of employment applicable to the employee.

### 15.4 **Part-time Employee**

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

15.4.2 On engagement 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 and rate of pay to be received by the employee
- (c) the hours of duty and time of attendance of the employee including the time fraction to be worked;
- (d) the terms and conditions of employment applicable to the employee.

15.4.3 The employer is required to roster a part-time employee for a minimum of 2 consecutive hours on any day.

### 15.5 **Casual Employee**

15.5.1 A casual employee shall be entitled to all the provisions of the Agreement save for public holidays and paid leave (excluding Long service leave).

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

15.5.3 Casual employees who are Institute students who are expected to attend the Institute on that day in their capacity as students will have a minimum period of engagement of 1.5 hours.

15.5.4 A casual employee will be paid per hour the ordinary rate plus 25%. Where a casual employee works overtime, they must be paid the overtime rates in clause [28](#).

15.5.5 On engagement a casual employee will be given by the employer written advice of:

- (a) the classification and rate of pay to be received by the employee;
- (b) the terms and conditions of employment applicable to the employee.

#### 15.5.6 **Offers and requests for casual conversion**

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

#### 15.6 **Fixed-Term Employee**

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

- (a) Replacement of employees on leave is required; or
- (b) A specific task is undertaken 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

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

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

15.6.3 A fixed-term 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.

15.6.4 On engagement a fixed-term 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 and rate of pay to be received by the employee.
- (d) the terms and conditions of employment applicable to the employee.

15.6.5 Where a fixed-term employee is immediately, after or during the course of the term of employment, is 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.

## 16 NOTICE OF TERMINATION

16.1 An ongoing or fixed term employee will provide the employer with notice in writing of an intention to terminate their employment.

16.2 Where notice of termination is given by either employer or employee it will be in accordance with the period of notice specified in the table below.

<b>Employee's period of continuous service with the employer at the end of the day the notice is given</b>	<b>Period</b>
Not more than 1 year	1 Week
More than 1 year but not more than 3 years	2 Weeks
More than 3 years but not more than 5 years	3 Weeks
More than 5 years	4 Weeks

16.3 If notice is given by the employer, employees over 45 years of age with not less than two years continuous service at the time the notice is given will be entitled to 1 week's additional notice.

16.4 The notice period may be varied by agreement between the employee and the employer provided the notice that an employee is required to give to the employer is no more than the notice required in [16.2](#), and the notice the employer is required to give to the employee is no less than the notice required in [16.2](#).

16.5 If an employee fails to give notice an employer may withhold monies from the employee in an amount equal no more than one week's wages for the employee.

## 17 REDUNDANCY AND REDEPLOYMENT

17.1 Where it has been identified by the employer that an ongoing employee has become, or is likely to become, excess to requirements due to changed circumstances, including changes in work methods, a decrease in student demand or enrolments, re-organisation, financial exigency, and/or introduction of new technology, the employer will notify the employee(s) concerned and the Union (in circumstances where there is more than one affected employee), in writing, that their position has been identified as excess, the reasons for this and the redeployment process that will be followed.

Where a suitable vacant position exists, the employee will be offered redeployment to this position in which case this clause no longer applies.

- 17.2 The redeployment process to be followed is set out below:
- (a) The employee will be eligible for redeployment for 8 weeks from the date of notification that their position is excess.
  - (b) Human Resources will seek information from the employee about their career interests, experience, knowledge, level of skills and training needs. If required, assistance with the preparation of a resume and interview skills will be provided by the employer.
  - (c) Employees will be advised of any suitable vacant positions to be advertised.
  - (d) An employee applying for a vacant position (at or below their current level) about to be advertised, will be interviewed prior to the advertisement being placed, except where the employer determines that the employee is clearly unqualified for the position and would not become qualified within a reasonable period of time with or without training.
  - (e) If the interview confirms that the employee satisfies the selection criteria or would satisfy the selection criteria with reasonable training, a transfer will be effected at the earliest possible mutually convenient date for all parties.
  - (f) Where the employee's substantive salary level is above the maximum salary of the classification of the position to which he/she is redeployed, their substantive salary will be maintained until such time as the maximum rate for the classification level for the position increases beyond the maintained rate. At that time, the employee will translate to the nearest salary point in the classification level above his/her maintained rate.
- 17.3 Where an employee is advised that they are in excess to requirements, during the first eight weeks following that advice, in consultation with the employer the employee may elect to take an Early Separation. Providing there are no outstanding duties to be completed an employee who elects to take an Early Separation will be entitled to payment for the balance of the eight week period. Any Early Separation payment will be in addition to the notice period and severance payment.
- 17.4 The severance component will be in accordance with Victorian Government policy on Redundancy, Redeployment and Retrenchment which will be not less than the National Employment Standards and the Fair Work Act. Any remaining annual leave entitlements, annual leave bonus and any unpaid long service leave entitlements that the employee is eligible for will also be paid. Notice will be paid with clause [16](#).
- 17.5 An employee who has been informed that they are excess to requirements will be entitled to reasonable leave with pay to attend employment interviews or seek appropriate advice or counseling.

## **PART E – SALARY, ALLOWANCES AND RELATED MATTERS**

### **18 QUANTUM AND TIMING OF PAY INCREASE**

18.1 Salary increases will be applied under the Agreement for all employees covered by this Agreement, as set out in [Appendix 1](#).

#### **18.2 Progression within Levels**

Progression through the pay points in each Level is accessible following the completion of twelve months on a pay point subject to assessment of the employee's experience, acquisition and utilisation of additional skills and knowledge resulting in a net addition to work value.

### **19 ADJUSTMENT OF ALLOWANCES**

19.1 Allowances which are work related will be adjusted on the 12 November each year for the operational life of the Agreement by the annual wage increase fixed by the Agreement with the exception of the meal allowance which will be adjusted in accordance with clause [22](#).

### **20 SALARY PACKAGING**

20.1 The employer will offer the employee access to salary packaging according to approved policies of the employer regarding salary packaging.

20.2 The employer will encourage employees seeking to enter a salary packaging agreement to obtain independent financial advice. Any such advice sought will be at the employee's expense.

20.3 All costs associated with a salary packaging arrangement, including Fringe Benefits Tax and administrative costs, will be met by the employee.

20.4 In the event of legislative or other changes having the effect of increasing the cost of salary packaging to the employee, employees participating in salary packaging may choose to cease or modify the arrangement.

20.5 Notwithstanding anything contained within this clause, the employee's salary as defined in [Appendix 1](#) of this Agreement will be used in determining the following:

- Termination payments, including superannuation, annual leave, and long service leave entitlements.
- Calculations of redundancy benefits.
- Calculations of early retirement benefits.
- Superannuation salary and contributions.
- Annual leave loading.

- 20.6 The employer will be entitled to recover any payment of salary and benefits paid in advance.
- 20.7 An employee wishing to withdraw from a salary packaging arrangement may do so any time with 4 weeks' notice in writing. Further access to salary packaging by the employee will be at the discretion of the employer.
- 20.8 The employer will maintain the option of this salary packaging arrangement subject to it remaining lawful.

## 21 SUPPORTED WAGE

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

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

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

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

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

**supported wage system (SWS)** means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in the Supported Wage System Handbook.

The Handbook is available from the following website: [www.jobaccess.gov.au](http://www.jobaccess.gov.au).

**SWS wage assessment agreement** means the document in the form required by the Department of Social Services that records the employee's productive capacity and agreed wage rate.

**21.2 Eligibility criteria**

- 21.2.1 Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.
- 21.2.2 The clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their current employment.

**21.3 Supported wage rates**

21.3.1 Employees to whom this clause applies will be paid the applicable percentage of the salary, as set out in [Appendix 1](#) for the class of work which the person is performing according to the following schedule:

<b>Assessed Capacity (Clause 15.4)</b>	<b>% of prescribed Agreement rate</b>
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

21.3.2 The minimum payable will not be less than what is provided for under the Educational Services (Post-Secondary Education) Award 2020.

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

**21.4 Assessment of capacity**

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

All assessments made under this clause must be documented in an SWS wage assessment agreement and retained by the employer as a time and wages record in accordance with the Act.



## 21.5 **Lodgement of SWS wage assessment agreement**

All SWS wage assessment agreements under the conditions of this Agreement, including the appropriate percentage of the relevant salary to be paid to the employee, must be lodged by the employer with the Fair Work Commission.

All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where the union is not a party to the assessment, the assessment will be referred by the Fair Work Commission to the union by certified mail and the agreement will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

## 21.6 **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.

## 21.7 **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 the clause will be entitled to the same terms and conditions of employment as all other workers covered by this Agreement paid on a pro rata basis.

## 21.8 **Workplace adjustment**

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

## 21.9 **Trial period**

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

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

21.9.3 The minimum amount payable to employee during the trial period will be in accordance with subclause [21.3.2](#).

21.9.4 Work trials should include induction or training as appropriate to the job being trialed.

21.9.5 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 [21.4](#) Assessment of capacity.

## **22 ALLOWANCES**

22.1 When an employee is required to work overtime of not less than two hours following ordinary hours of work or not less than four hours in other circumstances a meal allowance of \$20.63 will be payable.

22.2 The payable amount will not be less than what is provided in the Educational Services (Post-Secondary Education) Award 2020.

## **23 HIGHER DUTIES ALLOWANCE**

23.1 An employee who is required to act in a position of a higher salary for more than 1 week will be paid a higher duties allowance in accordance with this clause. The Higher Duties Allowance will be regarded as salary.

23.2 The higher duties allowance will be the difference between the employee's actual classification rate and the first level of the higher classification rate.

### **23.3 Promotion**

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

### **23.4 Higher duties and Personal Leave**

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:

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

### **23.5 Higher duties and Annual Leave and Long Service Leave**

An employee in receipt of higher duties allowance for twelve months or more immediately prior to taking annual leave and/or long service leave will be paid the allowance for the period of leave.

## **24 PAYMENT OF SALARIES**

24.1 Consistent with current practice, an employee's salary will be paid fortnightly by electronic funds transfer into an account in a financial institution nominated by the employee.

24.1.1 Overtime payments will be paid on the pay day immediately following the work cycle in which the overtime claim was submitted.

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

24.1.3 An electronic pay advice will be provided and will include:

- payments and deductions;
- personal leave and annual leave credits.

## **PART F – HOURS OF WORK AND RELATED MATTERS**

### **25 HOURS OF DUTY**

- 25.1 The ordinary hours of duty as prescribed by the employer will be between 8.00 am and 6.00 pm Monday to Friday, except for shift employees whose ordinary hours of duty will not exceed ten hours inclusive of meal breaks in any single shift and employees with Individual Flexibility Agreements.
- 25.2 The ordinary hours of duty will not exceed 38 per week when averaged over one of the following cycles;

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

### **26 MEAL BREAKS**

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

### **27 SHIFT WORK**

#### **27.1 Definition**

For the purpose of this clause:

- 27.1.1 **Day Shift** means any shift starting at or after 6.00 am and finishing at or before 6.00 pm.
- 27.1.2 **Afternoon Shift** other than for a part-time employee means a period of duty commencing at or after 10.00 am and before 8.00 pm.
- 27.1.3 **Night Shift** other than for a part-time employee means a period of duty commencing at or after 8.00 pm and before 6.00 am.
- 27.1.4 **Afternoon or Night Shift** for a part-time employee means any period of duty commencing at or after 6.00 pm and before 8.00 am.
- 27.1.5 **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.

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

27.2 **Shift work rates**

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

Type of Shift	Shift Rates
<b>Day shift</b>	
Ordinary Shift	Ordinary rate
Overtime hours	Ordinary rate plus 100% of the ordinary rate. On a public holiday ordinary rate plus 150% of the ordinary rate.
<b>Afternoon or Night Shift (full-time Employee)</b>	
Ordinary shift	Ordinary rate plus 15% of the ordinary rate (Monday to Friday)
Overtime hours	Ordinary rate plus 100% of the ordinary rate. On a public holiday ordinary rate plus 150% of the ordinary rate.
<b>Afternoon or Night Shift (part-time Employee)</b>	
Ordinary Shift	Ordinary rate plus 15% of the ordinary rate (Monday to Friday).
Overtime Hours	Ordinary rate plus 100% of the ordinary rate. On a public holiday ordinary rate plus 150% of the ordinary rate.
<b>Afternoon or Night Shift (casual Employee)</b>	
Ordinary Shift	Ordinary rate plus 40% of the ordinary rate (Monday to Friday).
Overtime Hours	Ordinary rate plus 125% of the ordinary rate. On a public holiday ordinary rate plus 175% of the ordinary rate.

NOTE: The shift rates for casual employees have been calculated by adding the casual loading prescribed by clause [15.5.4](#) to the shift rates for full-time and part-time employees prescribed by this clause.

27.3 **Payment for weekend work**

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

Day of weekend	Rate
Saturday	Ordinary rate plus 50% of the Ordinary rate
Sunday	Ordinary rate plus 100% of the Ordinary rate

**27.4 Time off in lieu**

- 27.4.1 An employee required to work an ordinary shift on a public holiday may elect to be paid the Ordinary rate plus 50% of the Ordinary rate and will be entitled to one days leave in lieu of the public holiday provided that the employee notifies the employer of the election within fourteen days of the holiday.
- 27.4.2 An employee whose rostered day off falls on a public holiday will be granted one days leave in lieu of the holiday.
- 27.4.3 Should a public holiday fall within an employee's paid leave that employee will be granted one days leave in lieu of the holiday.

**28 OVERTIME**

- 28.1 An employee will be paid overtime for all authorised time worked in excess of or outside ordinary hours, provided that a part-time employee will be paid overtime for hours worked in excess of their contract hours.
- 28.1.1 Overtime shall be computed as follows:

Fixed hours of duty	Each day stands alone. All time worked in excess or outside fixed hours will be overtime
Flexible hours of duty	All time worked in excess of hours prescribed in work cycle will be overtime

- 28.1.2 Overtime which is continuous with ordinary hours of duty and extends beyond midnight will be deemed to be performed on the day overtime commenced.
- 28.1.3 Overtime which is not continuous with ordinary hours of duty and is worked before or after midnight will be deemed to have been work on the day which the higher rate is payable.
- 28.1.4 Overtime will be calculated to the nearest 1/4 hour.
- 28.1.5 Calculation of overtime pay will not include shift allowances.
- 28.1.6 Calculation of overtime pay will include:
  - (a) higher duties allowance;
  - (b) casual loadings; and
  - (c) any other allowance in the nature of salary.
- 28.1.7 Payment for overtime will not be subject to limitation within a work cycle as detailed in [25.2](#).

28.1.8 An employee whose ordinary hours of work are 38 worked between Monday and Friday must be paid a minimum 3 hours at overtime rates for worked performed on a Saturday.

28.1.9 An employee working on a Sunday is entitled to a minimum payment of 4 hours at the relevant penalty rate provided they are available to work for 4 hours.

**28.2 Overtime rates**

**28.2.1 Other than shift employees**

<b>Mode of Employment</b>	<b>Day worked</b>	<b>Overtime Rate</b>
Full Time & Part Time	Monday - Saturday	150% of the ordinary rate for the first 2 hours; and 200% of the ordinary rate thereafter
	Sunday	200% of the ordinary rate
	Public Holiday	250% of the ordinary rate
Casual	Monday - Saturday	175% of the ordinary rate for the first 2 hours; and 225% of the ordinary rate thereafter
	Sunday	225% of the ordinary rate
	Public Holiday	275% of the ordinary rate

NOTE: The overtime rates for casual employees have been calculated by adding the casual loading prescribed by clause [15.5.4](#) to the overtime rates for full-time and part-time employees prescribed by this clause.

**28.2.2 Overtime rates for shift employees:**

<b>Day Worked</b>	<b>Overtime Rate</b>
Except on a Public Holiday	200% of the ordinary rate
On a Public Holiday	250% of the ordinary rate

NOTE: A casual shift worker who works overtime is to be paid the above rates plus the casual loading prescribed by clause [15.5.4](#).

**28.3 Time off in lieu of overtime**

28.3.1 An employee may, by mutual agreement 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 [28.2](#) for payment for overtime worked. Provided that, if the employee requests at any time to be paid for overtime worked but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

- 28.3.2 the employer must keep a copy of any agreement under clause [28.3.1](#) as an employee record.
- 28.3.3 The employer must not exert 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.
- 28.3.4 If on termination of the employee's employment, time off for overtime worked by the employee has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.
- 28.3.5 Time off in lieu of overtime payment will be taken at a time or times mutually agreed between the employee and the employer.

#### 28.4 **Employee recalled to duty**

- 28.4.1 An employee required to work overtime which is not continuous with ordinary hours of duty will be paid a minimum of three hours at the appropriate rate.
- 28.4.2 Where more than one overtime attendance is involved [28.4.1](#) will not operate to increase the overtime payment paid to an employee if the employee remained on duty from the time of commencing the first attendance to the time of ceasing any subsequent attendances.

#### 28.5 **Rest relief after overtime**

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

- 28.5.1 An employee will be entitled to at least a ten hour break plus reasonable travelling time without loss of pay between the end of one period of duty and the beginning of the next.
- 28.5.2 An employee required by the employer to resume or continue to work without having a ten hour break plus reasonable travelling time off duty will be paid at the Ordinary rate plus 100% of the ordinary rate of pay until released from duty for a ten hour break plus reasonable travelling time without loss of pay.

#### 28.6 **Employees to work reasonable overtime**

- 28.6.1 Subject to clause [28.6.2](#) the employer may require an employee to work reasonable overtime at overtime rates at any time during the seven days of the week.



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

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

## **PART G – LEAVE OF ABSENCE AND PUBLIC HOLIDAYS**

### **29 PUBLIC HOLIDAYS**

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

- New Year's Day
- Good Friday
- Easter Saturday
- Easter Monday
- Christmas Day
- Boxing Day
- Australia Day
- Labour Day
- Anzac Day
- King's Birthday
- Melbourne Cup Day
- Any other day or days gazetted in addition to or substitution of any of the above and holidays declared or prescribed by, or under, a law of a state or territory in which both the Agreement and the employee operates.

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

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

29.1.3 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.

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

#### **29.2 Transfer of recognised public holidays**

The employer and employee may:

- (a) Agree to substitute another day for a day that would otherwise be a public holiday under the NES.
- (b) Agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

**30 LONG SERVICE LEAVE**

**30.1 Entitlement**

30.1.1 An employee will be granted Long Service Leave as follows:

<b>Years of Service</b>	<b>Amount of Long Service Leave</b>
Seven years of completed service	9.1 Weeks of paid leave
Ten years of completed service	13 Weeks of paid leave
Each additional five years of completed service after the first ten years	6.5 Weeks of paid leave

30.1.2 The employee including casual employees may access the Long Service Leave entitlements on a pro rata basis after completion of 7 years' service.

30.1.3 The employer and employee may agree that the employee may take the whole or any part of the Long Service Leave at half pay for a period equal to twice the whole or part of the leave entitlement.

30.1.4 Where a public holiday occurs during a period of Long Service Leave the public holiday is not to be regarded as part of the long service leave and the employer will grant the employee a day off in lieu to be taken by the employee immediately following the period of long service leave.

In the case of half pay Long Service Leave public holiday/s will be paid at full pay at the end of the period of leave.

**30.2 Notice**

An employee will give at least three months' notice of an intention to take long service leave. The notice period may be varied by agreement between the employer and the employee.

**30.3 Pro rata payments**

30.3.1 The pro rata entitlement referred to in [30.1.1](#):

- (a) will apply proportionally from seven years to the full entitlement at ten years' service; and
- (b) will apply for taking the entitlement whilst employed and/or the pay out of the unused component of the entitlement upon resignation.

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

- retirement; or
- ill health; or
- redundancy

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

30.3.3 Where an employee with not less than seven 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.

#### 30.4 **Entitlement eligibility**

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

30.4.1 Periods of employment in or at:

- a State School;
- a State Department;
- a State Government instrumentality or authority;
- a Municipality or other Local Government Authority
- a Commonwealth Department;
- a Commonwealth Department instrumentality or authority (including the armed forces);
- a University;
- a College of Advanced Education; or
- TAFE Colleges or Institutes;

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

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

30.4.3 Aggregated periods of service for a non-continuous employee with any of the employers listed in [30.4.1](#):

30.4.4 Service where an employee was in receipt of a pension pursuant to s.68(3) of the Superannuation Act 1958 and s83A of the State Superannuation Act 1988 (the successor Act);

30.4.5 Service during which an employee took:

- annual leave;
- paid sick leave;
- paid maternity leave;
- paid adoption leave;
- paid paternity leave; or
- any other leave authorised by the employer as counting toward service;

30.4.6 the period following retrenchment provided that the absence from continuous employment with an employer listed in [30.4.1](#) was no more than five years; and

30.4.7 the period following resignation which in the opinion of the employer was due to special circumstances provided that the absence from continuous employment from an employer listed in [30.4.1](#) was no more than five years.

30.4.8 An employee must make any claim for recognition of prior service within 6 months of the date of commencement.

30.4.9 The employer will accept liability for payment for up to ten years of previous service with employers listed in [30.4.1](#).

30.4.10 Any period of service for which payment in lieu of Long Service Leave has been made by a previous employer or for which an employee has an entitlement to payment in lieu by a previous employer, the Employer will not accept liability for payment.

## 30.5 **Payment**

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.

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

## 31 **PERSONAL LEAVE**

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

- (a) personal illness or injury (sick leave); or
- (b) personal illness or injury of an immediate family or household member who requires the employee's care or support (carer's leave); or
- (c) an unexpected emergency affecting an immediate family or household member (carer's leave); 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 (carer's leave);

31.1.2 For the purpose of this clause **immediate family** includes:

- (a) a spouse or a de factor partner (including former spouse/s and de facto partner/s) of the employee; or
- (b) a child (including adult child, adopted child or step-child), parent, grandparent, grandchild or sibling of the employee, or of a spouse or de facto partner (including former spouse/s and de facto partner/s) of the employee.

31.1.3 **Notice to be given**

The employee must, give the employer notice as soon as practicable (which may be a time after the leave has started) of their intention to take leave, the reasons for taking such leave and the estimated length of absence. In the case of carer's leave the name of the person requiring care and their relationship to the employee should also be provided.

31.1.4 **Absence on public holidays**

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

31.2 **SICK LEAVE**

31.2.1 **Entitlement**

The amount of personal leave an employee may take as paid sick leave is up to 30 days in the first two years of service and up to the accumulated sick leave thereafter, which shall accrue at the rate of 15 days per year. Unused personal leave shall be cumulative.

31.2.2 **Recognition of leave credits**

The employer will recognise the cumulative personal leave credits from immediate prior employment with any of the employers listed in clause [30.4.1](#), provided that;

- (a) there has not been a break in continuous service.
- (b) an employee must make any claim for recognition of prior service within 6 months of the date of commencement.

31.2.3 **Taking of leave**

An employee will have accrued personal leave credits reduced by the amount of sick leave taken at any one time

#### 31.2.4 **Use of annual leave or leave without pay**

- (a) 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 or be taken as leave without pay as agreed between the employee and the employer.
- (b) Prior to granting the annual leave or leave without pay the employer may require the employee to provide a further statutory declaration or medical certificate as to the cause of the illness.

31.2.5 The employer may approve additional paid leave in advance of an entitlement.

#### 31.2.6 **Proof of illness**

- (a) If an employee is absent for a period in excess of three continuous days, the employee will provide to the employer a medical certificate; or a statutory declaration setting out the cause of the absence.
- (b) An employer may require an employee to provide a medical certificate or statutory declaration setting out the cause of the absence, where an absence exceeds an aggregate of five days in any one year. If an employee fails to provide a certificate or a statutory declaration as requested by the employer, the employer may refuse to grant sick leave for the days in excess of five days.
- (c) After an absence of 15 working days the employee will not be permitted to return to duty until the nominated registered health practitioner certifies fitness to return to duty.
- (d) After an absence in excess of thirteen weeks the employer may request that the employee attend an independent medical/psychiatric examination to determine fitness for duty.
- (e) The employer may accept a certified statement as to the circumstances of the absence from a person approved by the employer for that purpose. having regard to their knowledge of the circumstance.

### 31.3 **Infectious diseases**

31.3.1 Upon report by a registered health 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.

### 31.3.2 **Special Leave of absence**

Where the employer reasonably believes that the employee is in such state of health as to render the employee a danger to other employees, themselves or other persons, the employer may require the employee to absent himself or herself from the workplace until the employee obtains and provides to the employer a report from a registered health 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 absence under this clause must be taken as personal/carer's leave or leave without pay.

### 31.4 **Carer's Leave**

31.4.1 Personal leave may be used as Carer's Leave to provide care or support in the circumstances outlined in clause [31.1.1 \(b\)](#), [\(c\)](#), or [\(d\)](#).

#### 31.4.2 **Evidence supporting claim**

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

#### 31.4.3 **Unpaid leave**

- (a) Where an employee has exhausted all paid personal/carer's leave entitlements, he/she is entitled to take unpaid carer's leave to provide care or support in the circumstances outlined in clause [31.1.1 \(b\)](#), [\(c\)](#), or [\(d\)](#).
- (b) The employer and the employee will agree on the period for which the employee will be entitled to be unavailable to attend work. In the absence of agreement, the employee is entitled to be unavailable to attend work for up to two (2) days per occasion.

#### 31.4.4 **Casual Employees - Caring responsibilities**

- (a) Casual employees are entitled to be unavailable to attend work or to leave work if they need to care for members of their immediate family or household who are sick and require care or support, or who require care due to an unexpected emergency, or the birth of a child; or
- (b) 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 up to two (2) days per occasion.
- (c) The casual employee is not entitled to any payment for the period of non-attendance.
- (d) The employer will require the casual employee to provide satisfactory evidence to support the taking of this leave.



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

## **32 COMPASSIONATE LEAVE**

### **32.1 Paid leave entitlement**

An employee other than a casual is entitled to up to three days of 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; or
- (d) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
- (e) the employee, or the employee's spouse or de facto partner, has a miscarriage.

Paragraph [32.1\(e\)](#) does not apply:

- (i) if the miscarriage results in a stillborn child; or
- (ii) to a former spouse, or former de facto partner, of the employee.

**32.2** An employee may take Compassionate Leave for a particular permissible occasion as:

- (a) a single continuous period of 3 days; or
- (b) 3 separate periods of 1 day each; or
- (c) Any separate periods to which the employee and the employer agree

### **32.3 Casual Employees**

Casual employees are entitled to compassionate leave in accordance with clause [32.1](#) and [32.2](#) except that the leave is unpaid.

### **32.4 Evidence supporting claim**

The employer may require the employee to provide satisfactory evidence to support the taking of Compassionate Leave.

### **33 MILITARY SERVICE SICK LEAVE**

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

- (a) operational service; or
- (b) peacekeeping service; or
- (c) hazardous service,

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

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

33.3 This leave is in addition to personal leave under clause [31.2.1](#). The employer may require the employee to provide evidence of the existence of the illness and its relationship to service from a registered health practitioner.

33.4 For each period of special leave taken, the employee must comply with the notice and evidence requirements outlined in clauses [31.1.3](#) and [31.2.6](#).

### **34 LEAVE FOR COMMUNITY SERVICE AND JURY SERVICE**

#### **34.1 Community Service Leave**

34.1.1 Where an employee engages in an eligible community service activity, excluding jury service, he or she is entitled to take unpaid leave for the 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

34.1.2 Employees will be required to give the employer notice as soon as possible (which may be a time after the absence has started) of an absence for an eligible community service activity under this clause and must advise the employer of the period or expected period of absence. The employer may also require satisfactory evidence of the employee's participation in the relevant activity for which leave is requested.

#### **34.2 Jury Service**

An employee required under the Juries Act 2000 as amended to appear and serve as a juror in any court will be entitled to be granted by the Employer leave with pay for the period during which the attendance of the Employee at court is required. The Employee will not be required to account for any allowances received by him or her.

A copy of the notification that the employee has attended the Court for the period of absence is required.

**35 ANNUAL LEAVE**

**35.1 Credit of annual leave**

An employee will be credited with annual leave on each anniversary of that employee's employment, or on a pro-rata basis for any period of service which is less than one year.

**35.2 Annual leave entitlement**

<b>Employee</b>	<b>Annual Leave Entitlement</b>
A 7 Day shift employee working ten Sundays or more	Five weeks
A 7 Day shift employee working less than ten Sundays	Four weeks plus 1/2 day for each Sunday worked
All other employees	Four weeks

A 'shiftworker' for the purpose of the NES is an employee that works 7 Day shift work under clause [27](#) and works ten Sundays or more in a year.

**35.3 When annual leave can be taken**

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

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

35.3.3 The employer and the employee may agree that the annual leave entitlement may accrue up to a maximum of a 24 months' entitlement provided that:

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

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

**35.4 Close-down period**

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

### 35.5 **Annual leave loading**

35.5.1 The maximum leave loading payable to an employee will not exceed the annual rate of pay for the top subdivision of top pay point of PACCT Level 6.

35.5.2 An employee will be paid the greater of:

- (a) the employees' ordinary rate of pay plus a loading of 17.5% of that rate, or
- (b) the employee's projected shift earnings for the period of annual leave, including shift penalties and penalties for Saturday or Sunday and public holiday duty.

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

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

### 35.6 **Pro rata leave loading**

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

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

## 36 **PARENTAL LEAVE**

Subject to the terms of this clause employees are entitled to paid and unpaid maternity, paternity/partner and adoption leave and to work part-time in connection with the birth or adoption of a child.

Any period of paid and/or unpaid maternity, paternity/partner and adoption leave will cease where the employee's contract of employment also ceases.

The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

An eligible casual employee means a casual employee:

- (a) employed by the Employer on a regular and systematic basis for a sequence of periods of employment or on a regular and systematic basis for a continuing period of employment during a period of at least 12 months; and
- (b) who has a reasonable expectation of continuing employment, but for the pregnancy or the decision to adopt.

The employer must not fail to re-engage a casual employee because:

- (i) the employee or employee's spouse is pregnant; or
- (ii) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

### 36.1 **Definitions**

36.1.1 For the purpose of this clause child means a child of the employee under school age except for adoption of an eligible child where 'eligible child' means a person under the age of 16 years who is placed with the employee for the purposes of adoption, other than a child or step-child of the employee or of the spouse of the employee or a child who has previously lived continuously with the employee for a period of six months or more.

36.1.2 For the purposes of this clause, continuous service is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

36.1.3 For the purposes of this clause, spouse includes a de facto spouse, former spouse or former de facto spouse. The employee's "de facto spouse" means a person who lives with the employee as husband, wife or same sex partner on a bona fide domestic basis, although not legally married to the employee.

### 36.2 **Basic Entitlement**

36.2.1 Employees, who have or will have completed at least twelve months continuous service, before the birth or expected date of birth, or placement or the expected placement of the child, are entitled to a combined total of 52 weeks paid and unpaid parental leave on a shared basis if the leave is associated with:

- (a) the birth of the child of the employee or the employee's spouse or de facto partner; or
- (b) the placement of a child with the employee for adoption; and
- (c) the employee has or will have a responsibility for the care of the child

An employee who does not satisfy the qualifying service requirement for the paid components of leave or an employee who is an eligible casual employee, shall be entitled to leave without pay for a period not exceeding 52 weeks

36.2.2 After twelve months continuous service, an employee taking maternity or adoption leave will be entitled to fourteen weeks on full pay or twenty eight weeks on half pay, plus leave without pay that will not exceed a maximum aggregate of 52 weeks unless the employee seeks a second period of twelve months leave without pay.

**36.2.3 Pre Natal Leave**

- (a) A pregnant employee will have access to paid leave totaling up to 38 hours per pregnancy to enable the employee to attend routine medical appointments associated with the pregnancy. The employer should be flexible enough to allow the employee the ability to leave work and return on the same day.
- (b) An employee who has a spouse who is pregnant will have access to paid leave totaling up to 7.6 hours per pregnancy to enable the employee to attend routine medical appointments associated with the pregnancy.
- (c) The employee is required to provide a medical certificate from a registered medical practitioner confirming that the employee or their spouse is pregnant. Each absence on pre-natal leave must also be covered by a medical certificate.
- (d) Paid pre-natal leave is not available to casual employees.

36.2.4 Leave available is summarised in the following table:

Type of Leave	Paid Leave	Unpaid Leave	Total combined paid and unpaid Leave
Pre-natal	38 hours		38 hours
Pre-natal spouse	7.6 hours		7.6 hours
Maternity	14 weeks full pay or 28 weeks half pay	38 weeks if primary care giver or 24 weeks if primary care giver	52 weeks
Paternity/Partner	5 days	51 weeks if primary care giver	52 weeks
Adoption primary care giver	14 weeks full pay or 28 weeks half pay	38 weeks if primary care giver or 24 weeks if primary care giver	52 weeks
Adoption secondary care giver	5 days	2 weeks	3 weeks

**36.3 Employee Couple - Concurrent Leave**

36.3.1 Parental leave is available to only one parent at a time. in a single unbroken period. However, both parents may simultaneously take:

- (a) In the case of paternity/partner leave an employee shall be entitled to a total of 5 days paid leave (which need not be taken consecutively) and up to 51 weeks unpaid leave in connection with the birth of a child for whom he or she has accepted responsibility which may be commenced 1 week prior to the expected date of birth; and
- (b) in the case of short adoption leave for the secondary care giver 1 week's paid leave and up to 2 weeks unpaid leave which may be commenced at the time of placement.

36.3.2 Subject to [36.8.1 \(a\)](#), the total concurrent leave must not be longer than 8 weeks in total. Where the employer agrees, the employee may start concurrent leave earlier or end concurrent leave later than provided for in [36.3.1](#).

#### 36.4 **Maternity leave - Notice and evidence requirements**

- 36.4.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
- (a) of the expected date of confinement (the employer may require the employee to provide evidence that would satisfy a reasonable person or a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks; and
  - (b) of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks.
- 36.4.2 When the employee gives notice under [36.4.1 \(a\)](#) the employee must also provide a statutory declaration stating particulars of any period of paternity/partner leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.
- 36.4.3 An employee will not be in breach of this clause in failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- 36.4.4 Subject to [36.2.1](#) and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- 36.4.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth or is on paid leave under clause [36.11.2](#) the employer may require the employee to provide a certificate from a registered medical practitioner that she is fit for work in her present position. The employer may require the employee to start maternity leave if the employee:
- (a) does not give the employer the requested certificate within 7 days after the request; or,
  - (b) within 7 days after the request for the certificate, gives the employer the medical certificate stating that the employee is unfit to work.

#### 36.5 **Personal (sick) leave and special maternity leave**

- 36.5.1 Where the pregnancy of an employee, not then *on* maternity leave, terminates other than by the birth of a living child, the employee must as soon as practicable give notice to the employer of the taking of leave advising the employer of the period, or expected period, of the leave in accordance with the following:
- (a) where the pregnancy terminates during the first 20 weeks, during the notified period/s the employee is entitled to access any paid and/or unpaid personal (sick) leave entitlements in accordance with the relevant personal leave provisions;

- (b) where the pregnancy terminates after the completion of 20 weeks, during the notified period/s the employee is entitled to paid special maternity leave not exceeding the amount of paid maternity leave available under 36.2.1, and thereafter, to unpaid special maternity leave.

36.5.2 If an employee takes leave for a reason outlined in clause [36.5.1 \(a\)](#) or [\(b\)](#), the employer may require the employee to provide evidence that would satisfy a reasonable person or a certificate from a registered medical practitioner.

36.5.3 An employee, not then on maternity leave, who is suffering from an illness whether related or not to pregnancy may take any paid personal (sick) leave to which she is entitled and/or unpaid personal (sick) leave in accordance with the relevant personal (sick) leave provisions.

## 36.6 **Paternity/Partner Leave**

36.6.1 An employee will provide the employer with at least ten weeks prior to each proposed period of paternity/partner leave, with:

- (a) evidence (the employer may require the employee to provide evidence that would satisfy a reasonable person or a certificate from a registered medical practitioner) which names his or her spouse and states that she is pregnant and the expected dated of confinement or states the date on which the birth took place; and
- (b) written notification of the dates on which he or she proposes to start and finish the period of paternity/partner leave; and
- (c) a statutory declaration stating:
  - (i) except in relation to leave taken simultaneously with the child's mother under clause [36.3.1](#) or clause [36.8.1\(a\)](#) that he or she will take the period of paternity/partner leave to become the primary care-giver of a child;
  - (ii) particulars of any period of maternity leave sought or taken by his or her spouse; and
  - (iii) that for the period of paternity/partner leave he or she will not engage in any conduct inconsistent with his or her contract of employment.

36.6.2 The employee will not be in breach of [36.6.1](#) if the failure to give the required period of notice is because of the birth occurring earlier than expected the death of the mother of the child, or other compelling circumstances.

## 36.7 **Adoption leave**

36.7.1 The employee shall be required to provide the employer with written notice of their intention to apply for adoption leave as soon as is reasonably practicable after receiving a placement approval notice from an adoption agency or other appropriate body.



- 36.7.2 The employee must give written notice of the day when the placement with the employee is expected to start as soon as possible after receiving a placement notice indicating the expected placement day.
- 36.7.3 The employee must give the following written notice of the first and last days of any period of adoption leave they intend to apply for because of the placement:
- (a) Where a placement notice is received within the period of 8 weeks after receiving the placement approval notice - before the end of that 8 week period; or
  - (b) Where a placement notice is received after the end of the period of 8 weeks after receiving the placement approval notice - as soon as reasonably practicable after receiving the placement notice.
- 36.7.4 Generally, the employee must apply for leave to the employer at least ten weeks before the date when long adoption leave begins and the period of leave to be taken or 14 days in advance for short adoption leave. An employee may commence adoption leave before providing such notice where, through circumstances beyond the control of the employee, the adoption of a child takes place earlier.
- 36.7.5 Before commencing adoption leave, an employee will provide the employer with a statement from an adoption agency of the day when the placement is expected to start and a statutory declaration stating:
- (a) that the child is an eligible child, whether the employee is taking short or long adoption leave or both and the particulars of any other authorised leave to be taken because of the placement.
  - (b) except in relation to leave taken simultaneously with the child's other adoptive parent under clause [36.3.1](#) or clause [36.8.1\(a\)](#) that the employee is seeking adoption leave to become the primary care-giver of the child;
  - (c) particulars of any period of adoption leave sought or taken by the employee's spouse; and
  - (d) that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- 36.7.6 An employee must provide the employer with confirmation from the adoption agency of the start of the placement.
- 36.7.7 Where the placement of child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately. The employer will then nominate a time, not exceeding four weeks from receipt of notification, for the employee's return to work.
- 36.7.8 An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

36.7.9 An employee seeking to adopt a child is, on the production of satisfactory evidence if required, entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations necessary to the adoption procedure. 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. Where paid leave is available to the employee the employer may require the employee to take such leave instead.

## 36.8 **Right to request**

36.8.1 An employee entitled to parental leave pursuant to the provisions of clause [36.2.1](#) may request the employer to allow the employee:

- (a) to extend the period of simultaneous unpaid parental leave provided for in clause [36.3.2](#) up to a maximum of thirteen weeks;
- (b) to extend the period of unpaid parental leave provided for in clause by a further continuous period of leave not exceeding 12 months; (see also clause [39](#))
- (c) to return from a period of parental leave on a part-time basis until the child reaches school age; (see also clause [39](#))
- (d) to assist the employee in reconciling work and parental responsibilities; (see also clause [39](#))

36.8.2 The employer shall consider the request having regard to the employee's circumstances and provided the request is genuinely based on the employee's parental responsibilities may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

### 36.8.3 **Employee's request and employer's decision to be in writing**

The employee's request and the employer's decision made under clauses [36.8.1\(a\)](#), [36.8.1\(b\)](#) and [36.8.1\(c\)](#) must be in writing. The employer's response, including details of the reasons for any refusal, must be given as soon as practicable and no later than 21 days after the request is made.

### 36.8.4 **Request to return to work part-time**

A request under clause [36.8.1\(c\)](#) 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.

## 36.9 Variation of period of parental leave

- 36.9.1 Unless agreed otherwise between the employer and employee, where an employee takes leave under clause [36.2.1](#) and [36.8.1\(b\)](#), an employee may apply to their employer to change the period of parental leave on one occasion. Any such change must be notified in writing at least two weeks prior to the start of the changed arrangements.
- 36.9.2 Where an employee did not give notice of taking the whole of their available parental leave period under clause [36.2.1](#) the employee may, by four weeks' notice to their employer, extend the period of parental leave, provided that any such leave does not extend beyond the employee's available parental leave period

## 36.10 Parental leave and other entitlements

- 36.10.1 An employee may in lieu of or in conjunction with parental leave access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under [36.8.1](#).
- 36.10.2 Where a public holiday occurs during a period of paid parental leave the public holiday is not to be regarded as part of the paid parental leave and the employer will grant the employee a day off in lieu to be taken by the employee immediately following the period of paid parental leave. During half pay maternity leave only public holidays that occur within the first 14 weeks will be granted as a day off in lieu.
- 36.10.3 During half pay maternity leave (28 weeks), annual leave, long service leave and personal leave will only accrue for the first 14 weeks at the employee's time fraction held immediately prior to commencing maternity leave.

## 36.11 Transfer to a safe job

- 36.11.1 Where an employee is pregnant and provides evidence that would satisfy a reasonable person that she is fit for work but it is inadvisable for her to continue in her present position during a stated period because of illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee, the employee will, if the employer deems it practicable, be transferred to a safe job with no other change to the employee's terms and conditions of employment until the commencement of maternity leave. The employer may require the evidence referred to above to be a medical certificate.
- 36.11.2 If the employer does not think it reasonably practicable to transfer the employee to a safe job, the employee may 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.

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

### **36.12 Keeping in Touch Days**

36.12.1 An employee may perform up to ten days of paid work for their employer (or another entity) as keeping in touch days whilst the employee is taking unpaid parental leave if:

- (a) the purpose of the work is to enable the employee to keep in touch with their employment in order to facilitate a return to that employment;
- (b) both the employee and the employer consent to the employee performing work for the employer on that day; and
- (c) the keeping in touch day is not within:
  - (ii) 14 days after the date of birth, or day of placement. of the child to which the period of leave relates if the keeping in touch day's suggested or requested by the employee; or
  - (iii) otherwise, 42 days after the date of birth, or day of placement. of the child.

36.12.2 A keeping in touch day does not break the continuity of the period of parental leave or extend the period of unpaid parental leave.

### **36.13 Returning to work after a period of parental leave**

36.13.1 An employee will notify their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

36.13.2 Subject to clause [36.13.3](#) 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 [36.11](#) the employee will be entitled to return to the position they held immediately before such transfer.

36.13.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

### **36.14 Replacement Employee**

36.14.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred as a result of an employee proceeding on parental leave.

36.14.2 Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

### **36.15 Consultation and Communication during Parental leave**

36.15.1 Where an employee is on parental leave and a definite decision has been made that will have a significant effect on the status, pay or location of the employee's pre-parental leave position, 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.

36.15.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

36.15.3 The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with [36.15.1](#).

## **37 FAMILY VIOLENCE LEAVE**

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

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

### **37.2 Definition of Family Violence**

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

### **37.3 Eligibility**

- (a) Leave for family violence purposes is available to all employees with the exception of casual employees.
- (b) Casual employees are entitled to access leave without pay for family violence purposes.

## 37.4 Evidence and Confidentiality

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

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

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

## 37.5 Contact and Notification

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

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

37.5.3 Where requested by an employee, the Human Resources contact will liaise with the employee's manager on the employee's behalf and will make a recommendation on the most appropriate form of support to provide in accordance with clause [37.3](#) and clause [37.4.1](#).

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

## 37.6 Leave

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

37.6.2 An employee who supports a person experiencing family violence may utilise their personal/carer's leave entitlement to accompany them to court, to hospital, or to care for children. The employer may require evidence consistent with clause [37.4.1](#) from an employee seeking to utilise their personal/carer's leave entitlement.

## **37.7 Individual Support**

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

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

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

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

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

## **38 CULTURAL AND CEREMONIAL LEAVE**

### **38.1 NAIDOC Week Leave**

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

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

### **38.2 Leave to attend Aboriginal community meetings**

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.

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

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.

**38.4 Ceremonial leave**

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

- (a) connected with the death of a member of the immediate family or extended family (provided that no Employee shall have an existing entitlement reduced as a result of this clause); or
- (b) for other ceremonial obligations under Aboriginal and Torres Strait Islander lore.

38.4.2 Where ceremonial leave is taken for the purposes outlined in clause [38.4.1\(a\)](#), up to three days in each year of employment will be with pay. Paid ceremonial leave will not accrue from year to year and will not be paid out on termination of the employment of the Employee.

38.4.3 Ceremonial leave granted under this clause is in addition to compassionate leave granted under clause [32](#).



## **PART H – OTHER RELATED MATTERS**

### **39 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS**

- 39.1 Employees are eligible to request flexible working arrangements in circumstances including the following:
- (a) the employee is a 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 their immediate family or household who requires care or support because they are experiencing violence from the member's family.

Examples of changes in working arrangements Include changes in hours of work, changes in patterns of work and changes in location of work.

- 39.2 To avoid doubt, and without limiting clause [39.1](#), 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.
- 39.3 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, unless the request is of a temporary nature associated with [39.1\(f\)](#); or
  - (b) for a casual employee – the employee:
    - (i) has been engaged by the employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months Immediately before making the request, unless the request is of a temporary nature associated with [39.1\(f\)](#) and
    - (ii) has a reasonable expectation of continuing employment by the employer on a regular and systematic basis.
- 39.4 For the purposes of applying paragraph [39.3\(a\)](#) in relation to an employee who has had their employment converted to full-time or part-time, any period for which the employee was a regular casual employee of the employer is taken to be continuous service for the purposes of paragraph [39.3\(a\)](#).

- 39.5 The request must:
- (a) be in writing; and
  - (b) set out details of the change sought and reasons for the change.
- 39.6 The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.
- 39.7 The employer may refuse the request only on reasonable business grounds.
- 39.8 If the employer refuses the request, the written response under [39.6](#) must include the reasons for the refusal.

## **40 PERFORMANCE REVIEWS**

- 40.1 The parties agree to continue with a performance feedback and review system as varied from time to time in accordance with the employer's policy. The implementation of annual feedback and review processes empowers staff and promotes continuous improvement by:
- (a) providing staff with clear expectations and responsibilities;
  - (b) requiring staff to reflect on their own performance;
  - (c) developing mutually agreed objectives;
  - (d) recognising achievements;
  - (e) developing a culture of giving and receiving feedback;
  - (f) providing an opportunity for staff to discuss factors that may enhance or impede performance; and
  - (g) formalising a professional development plan.

## **41 PROFESSIONAL DEVELOPMENT**

- 41.1 The employer believes that the training of its employees is critical to the success of its business. In the long term, therefore, the training philosophy will incorporate strategies for identifying needs or gaps in the skill base of current employees and the processes required to meet these needs.
- 41.2 In conjunction with clause [40](#) broad staff training objectives for each Faculty/Department will be developed by the respective Manager as part of the strategic or business planning process. These broad objectives, developed within the framework of the total planning process, will form the basis for the process of developing individual training plans within each Faculty/Department.
- 41.3 Employees will be encouraged to participate in both internal and external programs which have been identified as relevant to their skill needs. An employee's attendance at such a professional development activity will generally be at the cost of the employer.

- 41.4 If an employee is undertaking a formal academic course which is related to their position or proposed career path, they will be required initially to pay the fees. If employees wish to take time off work to attend lectures/tutorials and have fees reimbursed on successful completion of the course, they must obtain the approval of their Manager prior to commencement. If approval is given, fees will be reimbursed, at the agreed amount by the employer on the successful completion of each academic year.

## **PART I – CLASSIFICATION STRUCTURE**

### **42 CLASSIFICATION**

The employer must classify all positions according to the descriptors in [Appendix 2](#).

#### **42.1 Review of Classifications**

An employee can apply to have their position re-evaluated. As part of this process, an employee needs to provide a copy of their position description and a written rationale outlining their request for a re-evaluation

- 42.1.1 Any applications for position re-evaluation are to be sent to Human Resources, through the employee's Dean/HOAD.
- 42.1.2 Human Resources will review the request in conjunction with the Manager and respond to the employee within a reasonable timeframe.
- (a) The response from Human Resources will be an articulated written response outlining the decision made.
- 42.1.3 Any dispute arising out of the articulated response will be dealt with in accordance with the dispute resolution procedure in this Agreement. or if agreed between the employee and the employer, a Review Committee comprising the Associate Director- Human Resources, a Management Representative and an Employee Representative may be convened to review the outcome.
- 42.1.4 Where a position is reclassified to a higher classification level, the operative date of any salary adjustment will be back dated to and from the date when the initial application was received by Human Resources – clause [42.1.2](#).

## **APPENDIX 1 – Salaries Schedule**

<b>PACCT Worker Level (Equivalent)*</b>	<b>Code</b>	<b>As at 30 June 2023</b>	<b>First Increase, 3.5%, 01/07/2023</b>	<b>Second Increase, 1.75%, 01/07/2024</b>
PACCT Worker Level 1.1 (General Staff Level 1.1)	PW1.1	\$46,951	\$48,594	\$49,444
PACCT Worker Level 1.2 (General Staff Level 1.2)	PW1.2	\$48,646	\$50,349	\$51,230
PACCT Worker Level 2.1 (General Staff Level 2.1)	PW2.1	\$50,342	\$52,104	\$53,016
PACCT Worker Level 2.2 (General Staff Level 2.2)	PW2.2	\$52,038	\$53,859	\$54,802
PACCT Worker Level 2.3 (General Staff Level 2.2)	PW2.3	\$53,733	\$55,614	\$56,587
PACCT Worker Level 2.4 (General Staff Level 2.2)	PW2.4	\$55,630	\$57,577	\$58,585
PACCT Worker Level 3.1 (General Staff Level 3.1)	PW3.1	\$57,369	\$59,377	\$60,416
PACCT Worker Level 3.2 (General Staff Level 3.2)	PW3.2	\$59,398	\$61,477	\$62,553
PACCT Worker Level 3.3 (General Staff Level 3.2)	PW3.3	\$61,947	\$64,115	\$65,237
PACCT Worker Level 4.1	PW4.1	\$63,546	\$65,770	\$66,921
PACCT Worker Level 4.2	PW4.2	\$65,954	\$68,262	\$69,457
PACCT Worker Level 4.3	PW4.3	\$68,996	\$71,411	\$72,661
PACCT Worker Level 5.1	PW5.1	\$70,973	\$73,457	\$74,742
PACCT Worker Level 5.2	PW5.2	\$73,661	\$76,239	\$77,573
PACCT Worker Level 5.3	PW5.3	\$76,352	\$79,024	\$80,407
PACCT Worker Level 6.1	PW6.1	\$79,017	\$81,783	\$83,214
PACCT Worker Level 6.2	PW6.2	\$81,928	\$84,795	\$86,279
PACCT Worker Level 6.3	PW6.3	\$84,821	\$87,790	\$89,326
PACCT Worker Level 7.1	PW7.1	\$87,716	\$90,786	\$92,375
PACCT Worker Level 7.2	PW7.2	\$90,682	\$93,856	\$95,498
PACCT Worker Level 7.3	PW7.3	\$93,647	\$96,925	\$98,621
PACCT Worker Level 7.4	PW7.4	\$96,613	\$99,994	\$101,744
PACCT Worker Level 8.1	PW8.1	\$99,593	\$103,079	\$104,883
PACCT Worker Level 8.2	PW8.2	\$102,558	\$106,148	\$108,006
PACCT Worker Level 8.3	PW8.3	\$105,524	\$109,217	\$111,128
PACCT Worker Level 8.4	PW8.4	\$108,490	\$112,287	\$114,252

\* The rate payable for a PACCT employee will be no less than the rate of pay prescribed for the equivalent General Staff level contained in the Educational Services (Post-Secondary Education) Award 2020

## **APPENDIX 2 – Classification Descriptors**

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

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

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

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

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

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

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

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

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

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

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

**Broad direction** means direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited guidance will be

available and the development or modification of policies and procedures by the employee may be required. Performance will be measured against objectives.

## **CLASSIFICATION DESCRIPTORS**

### **TAFE PACCT Worker Level 1**

#### **Education, training & 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 within/outside the work unit. Staff follow established operational procedures within the work area. Positions inter-relate with other work units in accordance with established procedures.

#### **Interpersonal skills**

Require basic skills in verbal and written communication.

## **TAFE PACCT Worker Level 2**

Includes the criteria detailed for the previous level.

### **Education, training & experience**

Normally requires completion of trade certificate, Certificate III. Certificate IV 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 workflows.

Make decisions within established rules, techniques and procedures.

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

Assistance is available when required.

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

### **Supervision and independence**

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

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

Exercise discretion within standard practices and processes.

### **Organisational relationship and impact**

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

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

### **Interpersonal skills**

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

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

### **TAFE PACCT Worker Level 3**

Includes the criteria detailed for the previous level.

#### **Education, training & experience**

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

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

#### **Task level**

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

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

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

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

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

#### **Judgement and problem solving**

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

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

#### **Supervision and independence**

Duties undertaken under routine supervision. Schedule workloads appropriately.

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

Liaison with staff at higher levels. May undertake stand-alone work.



## **Organisational relationship and impact**

Operational knowledge of relevant functional areas.

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

## **Interpersonal skills**

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

## **TAFE PACCT Worker Level 4**

Includes the criteria detailed for the previous level.

## **Education, training & experience**

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

## **Task level**

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

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

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

May involve co-ordination and supervision of other staff.

## **Judgement and problem solving**

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

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

## **Supervision and independence**

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

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

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

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

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

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

### **Organisational relationship and impact**

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

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

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

### **Interpersonal skills**

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

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

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

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

### **TAFE PACCT Worker Level 5**

Includes the criteria detailed for the previous level.

### **Education, training & experience**

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

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

## **Task level**

Work independently within overall employer policies and guidelines.

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

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

Able to design, develop and trial procedures, equipment and systems. Apply analytical skills.

## **Judgement and problem solving**

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

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

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

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

## **Supervision and independence**

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

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

## **Organisational relationship and impact**

Detailed knowledge of the area of work and broad knowledge of other associated areas.

Regular liaison with other areas of the 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 levels of the Institute and with counterparts in other organisations to discuss specialist matters and with other employees to resolve intra- organisational problems

### **TAFE PACCT Worker Level 6**

Includes the criteria detailed for the previous level.

#### **Education, training & experience**

Relevant Degree or relevant post graduate qualification and experience; or

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

#### **Task level**

Supervision of others to achieve specified objectives.

May contribute to the development and interpretation of policy that has an impact beyond the immediate functional area.

Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems.

May involve an individual working in a specialised discipline. May prepare and monitor work area budget.

Provide sound advice in the area of specialist expertise

#### **Judgement and problem solving**

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

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

Interpret policy that has an impact beyond the immediate work group. May be relied upon to provide accurate specialist advice.

#### **Supervision and independence**

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

The employee may have supervisory line management responsibility.

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

Contribute to the development of long term operational strategies

## **Organisational relationship and impact**

Understanding the immediate goals of the 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 of the Institute and with counterparts in other organisations to discuss alternative strategies and with other employees to resolve intra- organisational problems. In the field of expertise influence decisions both within and external to the work area.

## **TAFE PACCT Worker Level 7**

Includes the criteria detailed for the previous level.

## **Education, training & experience**

Relevant Degree and relevant post graduate qualification and experience; or

lesser formal qualifications with extensive experience with management expertise in technical or administrative fields; or

equivalent combination of relevant experience and/or education/training.

## **Task level**

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

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

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

May implement major change programs which may impact on other areas of 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 available within the Institute

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

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

Duties performed may be at the project management *J* consultant level.

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

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

## **Organisational relationship and impact**

Understanding of the long term goals of the wider organisation and of its values and aspirations and of the legal, economic, community and political context in which the 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.

## **Interpersonal skills**

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

Ability to manage and lead staff.

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

### **TAFE PACCT Worker Level 8**

Includes the criteria detailed for the previous level.

#### **Education, training & experience**

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

Principal specialist in a recognised discipline or specialist area.

#### **Task level**

Apply a high level of theoretical and operational knowledge.

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

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

Undertake significant creative, strategic planning and management functions.

May be responsible for significant resources.

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

#### **Judgement and problem solving**

Provides authoritative advice.

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

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

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

#### **Supervision and independence**

Under broad direction develop and implement new policies and innovative ways of adapting the employer's existing strategies.

Manage other staff and/or operate as a principal specialist in a recognised discipline.

Decisions and actions taken at this level may have a substantial effect on the Department or Division and/or employer wide programs and projects.

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

**Organisational relationship and impact**

Comprehensive knowledge of related operations.

Develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas.

Responsible for projects involving major change which may impact on other areas of the employer's operations.

**Interpersonal skills**

Ability to persuade, convince and negotiate internally and externally in the pursuit and achievement of the employer's corporate objectives. At this level must be able to lead, motivate and develop other employees on an Individual and team basis.



**SIGNATURES**

**EXECUTED** as an Enterprise Agreement

Name: Mary Faraone

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Signature: 

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Position Held: Chief Executive

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Holmesglen Institute  
Batesford Road  
Holmesglen VIC 3148

Date: 27/06/2024

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Name: Damien Cahill

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Signature: 

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Position Held: General Secretary

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National Tertiary Education Union  
First Floor 120 Clarendon Street  
South Melbourne VIC 3205

Date: 27/06/2024

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