



WILLIAM ANGLISS INSTITUTE OF TAFE

PACCT STAFF ENTERPRISE AGREEMENT 2023

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1. TITLE

This agreement shall be known as the William Angliss Institute of TAFE PACCT Staff Enterprise Agreement 2023.

PART A - APPLICATION AND OPERATION OF AGREEMENT

2. DEFINITIONS

For the purpose of this Agreement:

- 2.1. **Act** means the Fair Work Act 2009 (Cth) as amended from time to time.
- 2.2. **Agreement** means this Agreement.
- 2.3. **Casual employee** has the meaning given by section 15A of the Fair Work Act 2009.
- 2.4. **CEO** means Chief Executive Officer.
- 2.5. **EBA** means Enterprise Bargaining Agreement.
- 2.6. **Employee** means a person to whom this Agreement applies.
- 2.7. **Employer** means William Angliss Institute of TAFE.
- 2.8. **Executive Officer** means employees who are employed under Government Sector Executive Remuneration Panel (GSERP) contracts.
- 2.9. **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.
- 2.10. **Full-time employee** means an employee who is employed to work the ordinary hours of duty prescribed by this Agreement.
- 2.11. **FWC** means Fair Work Commission.
- 2.12. **NES** means the National Employment Standards as contained in sections 59 to 131 of the Fair Work Act 2009 (Cth).

2.13. **Ordinary rate per hour** means the hourly rate payable to an employee by applying the formula:

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

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

2.15. **“Partner”** (Spouse) Where present throughout this Agreement, “spouse” will be read as “partner” and defined as a person who is a member of a couple, living together in a married or de facto relationship, without discrimination as to gender and includes a former partner.

2.16. **Party and Parties** means William Angliss Institute of TAFE, the PACCT employees to whom the Agreement applies and the National Tertiary Education Union.

2.17. **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.

2.18. **Public Holiday** means any or all of the holidays specified in clause 32 Public Holidays of this Agreement.

2.19. **RDO** means Rostered Day Off.

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

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

3. DATE AND PERIOD OF OPERATION

This Agreement shall come into effect on the date which is seven days after the date this Agreement has been approved by FWC and will remain in force until its nominal expiry date on 31st December 2024. It will continue beyond its nominal expiry date until it is either replaced by another workplace Agreement or terminated.

An employee who is covered by this Agreement who commences their employment with the employer on or after the date of approval of this Agreement will be employed in accordance with the terms of this Agreement.

4. RE-NEGOTIATE

The parties agree to commit to commence negotiations in 2024 for a Multi Enterprise Agreement for TAFE PACCT employees.

5. APPLICATION AND SCOPE

The parties to this Agreement are:

- a) William Angliss Institute of TAFE
- b) All PACCT employees employed by William Angliss Institute of TAFE, except those employed as Executive Officer
- c) The National Tertiary Education Union (NTEU) and any other bargaining representative if a notice is provided to the Fair Work Commission pursuant to section 183(1) of the Fair Work Act 2009(Cth)

6. RELATIONSHIP TO OTHER AGREEMENTS/AWARD

6.1. This Agreement constitutes a comprehensive Agreement and operates to the exclusion of and wholly replaces any existing enterprise Agreements and the Education Services (Post-Secondary Education) Award 2020.

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

7. NO EXTRA CLAIMS COMMITMENT

It is a term of this Agreement that there will be no further claims on matters covered by the Agreement before the nominal expiry date of this Agreement.

8. 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).

9. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

9.1. An employee and the employer may enter into an individual flexibility arrangement pursuant to this clause in order to meet the genuine needs of the employee and employer. An individual flexibility arrangement must be genuinely agreed to by the employee and employer.

- 9.2. An individual flexibility arrangement may vary the effect of the following terms in this Enterprise Agreement:
- a) span of hours (clause 27) by extending ordinary hours by one hour either side of the span of hours i.e. 6.00am to 8.00pm.
- 9.3. An employee may nominate a representative to assist in negotiations for an individual flexibility arrangement.
- 9.4. The employer must ensure that any individual flexibility arrangement will result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.
- 9.5. 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.
- 9.6. The employer must give a copy of the individual flexibility arrangement to the employee within 14 days after it is agreed to.
- 9.7. The employer must ensure that any individual flexibility arrangement sets out:
- a) the terms of this Enterprise Agreement that will be varied by the arrangement;
 - b) how the arrangement will vary the effect of the terms;
 - c) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and the day on which the arrangement commences.
- 9.8. The employer must ensure that any individual flexibility arrangement:
- a) is about matters that would be permitted matters under section 172 of the Act if the arrangement were an Enterprise Agreement;
 - b) does not include any terms that would be an unlawful term under section 194 of the Act if the arrangement were an Enterprise Agreement; and
 - c) provides for the arrangement to be terminated:
 - (i) by either the employee or employer giving written notice, with the specified period being not more than 28 days; or
 - (ii) at any time by written agreement between the employee and employer.

PART B - STATUTORY OBLIGATIONS

10. ANTI-DISCRIMINATION

- 10.1. It is the intention of the parties 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.
- 10.2. Accordingly, in fulfilling their obligations under the dispute resolution clause, the parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 10.3. 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 Section 772 (2) of the Act

PART C - COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

11. CONSULTATION

11.1. Consultation on Major Change

- 11.1.1 Where the employer proposes to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes (the relevant employees) and the Union.
- 11.1.2 The relevant employees may appoint a representative for the purpose(s) of the procedures in this term (which may include the relevant Union).
- 11.1.3 “Significant effects” may include but not limited to 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 and the restructuring of jobs, proposals by the employer to outsource services or contracting out services currently provided by the employer's staff, 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.

- 11.1.4 A change such as redeployment which is at the request of an employee, and where the main effects are expected to be limited to the employee's physical location and/or direct supervisory relationship, will not normally require any action under these procedures.
- 11.1.5 The employer shall discuss with the employees affected, the employees' representative and the Union, the proposed changes referred to in clause 11.1.1 above, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and give prompt consideration to matters raised by the employees and/or the employees' representative and the Union in relation to the changes.
- 11.1.6 The discussions shall commence as early as practicable and prior to a decision being made by the employer to make the changes referred to in clause 11.1.1 above.
- 11.1.7 For the purposes of such discussion, the employer shall provide in writing to the employees concerned, the employees' representative and the Union all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees provided that the employer shall not be required to disclose confidential information the disclosure of which would be prejudicial to the employer's interests.
- 11.1.8 The employer may have regard to matters raised in discussions with affected employees, the employees' representative and the Union, but the employer shall retain the right to decide on the introduction of the changes.

11.2. Consultation about changes to rosters or hours of work

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

11.2.2 The employer must:

- a) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
- b) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- c) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

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

11.2.4 These provisions are to be read in conjunction with other provisions concerning the scheduling of work and notice requirements.

12. DISPUTE RESOLUTION PROCEDURE

12.1. Resolution of disputes on matters arising out of this Agreement

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

12.1.2 The exclusion of termination of employment in clause 12.1.1 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.

12.1.3 This clause does not apply to any dispute on a matter or matters arising in this course of bargaining in relation to a proposed Enterprise Agreement.

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

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

12.2. Obligations

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

12.2.2 While a dispute is being dealt with in accordance with this clause, work must continue according to usual practice. Provided that this does not apply to an employee who has a reasonable concern about a risk to their health or safety and has advised the employer of this concern and has not unreasonably failed to comply with a direction by the employer to perform other available work that is safe and appropriate for the employee to perform.

12.2.3 No person covered by the Agreement will be prejudiced as to the final settlement of the dispute by the continuance of work in accordance with this clause.

12.3. Agreement and dispute resolution facilitation

12.3.1 For the purposes of compliance with this Agreement (including compliance with this dispute resolution procedure) where the chosen employee representative is another employee of the employer, the employee representative must be released by their employer from normal duties, after consultation with their manager, for such periods of time as may be reasonably necessary to enable them/they 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) endeavouring to resolve a dispute arising out of the operation of this Agreement or the NES; or,
- c) participating in conciliation, arbitration or any other agreed alternative dispute resolution process.

12.3.2 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.

12.4. Internal Process

- 12.4.1 The party with the dispute must notify the other party at the earliest opportunity.
- 12.4.2 The employee/s concerned will first meet and confer with their immediate supervisor.
- 12.4.3 If the matter is not resolved at such a meeting the parties will arrange further discussions which should include the Manager Human Resources (or nominee), the relevant Executive member (or nominee) from the employer and a nominated employee/s representative.
- 12.4.4 Throughout all stages of the procedure all relevant facts must be clearly identified and recorded.
- 12.4.5 Reasonable time limits must be allowed for completion of the various stages of discussion. However, the parties must co-operate to ensure that the dispute resolution procedures are carried out as quickly as possible.
- 12.4.6 Where a dispute cannot be resolved, at the request of either party, a Disputes Committee will be convened within one working week unless agreed otherwise. The Disputes Committee will consist of two nominees of the employer and two staff nominees of the local branch of the Union.
- 12.4.7 Where a dispute relates to a classification matter, members of the Disputes Committee who have a vested interest in a position being reviewed must declare this and, if appropriate, remove themselves from the Committee whilst the position is being considered.
- 12.4.8 The Disputes Committee will attempt to resolve the matter within one working week of its first meeting. Any resolution will be in the form of a written agreement subject, if necessary, to ratification by either party. By agreement, the Disputes Committee may nominate an independent chairperson/facilitator.
- 12.4.9 In the event the dispute remains, discussion will occur with the CEO (or nominee) and the Secretary of the State branch of the Union (or nominee) and/or the parties may by agreement nominate an independent chairperson/facilitator.
- 12.4.10 Until the procedures prescribed above have been exhausted:
 - a) work will continue in the normal manner;
 - b) neither party will take any action likely to exacerbate the dispute;

- c) subject matter of the dispute will not be taken to FWC by the Union or the employer;
- d) it is agreed that industrial action will not be taken by either party at any stage of the above process.

12.4.11 Should the dispute not be resolved by the process referred to in this sub-clause, the matter may be referred to FWC for resolution.

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

13. TYPES OF EMPLOYMENT

13.1. General

13.1.1 The employer may employ persons on a full-time, part time, casual or fixed term basis (subject to clause 13.5).

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

13.2. Full-time employee

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

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

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

13.3. Part-time employee

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

13.3.2 The employer will agree with the part-time employee, and confirm in writing, a regular pattern of work, including the specific days, before they commence employment.

13.3.3 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 of the employee;
- c) the wage rate of the employee;
- d) the hours of duty and time of attendance of the employee;
- e) the terms and conditions of employment applicable to the employee.

13.3.4 Changes in hours for part-time employees may only be made by agreement in writing between the employer and employee.

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

13.4. Casual employees

13.4.1 Casual employment of PACCT staff shall only be used for work that is ad hoc, irregular and of a short-term nature. Short term engagement is considered to be no longer than a semester in duration.

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

13.4.3 A casual employee will be paid for a minimum of four (4) hours for each attendance whether or not the time for which the person is hired is less than four (4) hours.

13.4.4 A casual employee will be paid the ordinary rate plus a casual loading of 25% per hour. The casual loading is in compensation for the casual employee not being eligible for paid annual or personal leave, for the lack of guaranteed hours and absence of notice on termination.

13.4.5 On engagement a casual employee will be given written advice of:

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

13.4.6 A casual employee will be paid overtime for authorised time worked in accordance with clause 31 of this Agreement.

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

13.4.8 Disputes about offers and requests for casual conversion under clause 13.4.7 are to be dealt with under clause 12 of this Agreement.

13.5. Fixed Term employee

- 13.5.1 A fixed term employee may be employed either on a full-time or part-time basis.
- 13.5.2 A fixed term employee employed full-time will be entitled to all the provisions of this Agreement.
- 13.5.3 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.
- 13.5.4 On engagement a fixed term employee will be given written advice by the employer of:
- a) the date on which the employment is to commence;
 - b) the date on which the employment is to terminate;
 - c) the classification of the employee;
 - d) the wage rate of the employee;
 - e) the terms and conditions of employment applicable to the employee.
- 13.5.5 In assessing if a position may be filled on a fixed term basis, contract employment may apply in the following circumstances:
- a) where the position is funded from a specific purpose grant for a project of limited duration;
 - b) where the position is vacant as a result of an employee's absence on leave (paid and/or unpaid) or secondment;
 - c) where a new organisation area is implemented and no decision has been made as to whether the area will continue operations beyond twelve (12) months. For the purpose of the provision, new organisational area shall not include areas providing substantially similar services as have existed previously;
 - d) where there has been a new position created to cover short term peak workloads for a period of twelve (12) months or less.
- 13.5.6 Staff currently engaged by the employer on part-time or full-time fixed term employment, who meet the following criteria, shall be converted from fixed-term employment to ongoing full-time or part-time employment, as the case may be, in accordance with the following:
- a) the employee has been employed for twelve (12) months or more;
 - b) the position is 100% Victorian Training Guarantee funded or any other funding source which can be reasonably assumed to continue for at least three (3) years;

- c) the employee has recently undergone a successful Performance Review and Development interview;
- d) the person is the best person for the job and recommended for ongoing employment by the immediate Supervisor.

13.5.7 Where a fixed term employee is immediately, after or during the course of the term of employment, employed by the employer on an on-going basis the employee's period of service will count in full for all purposes including the calculation of leave entitlements.

13.5.8 Subclauses 13.5.5 and 13.5.6 shall be read subject to Part 2-9, Division 5 of the Act.

14. NOTICE OF TERMINATION

14.1. An ongoing or fixed term employee, employed at or above the bottom pay point of PACCT Level 7 will provide the employer four weeks' notice in writing of an intention to terminate their employment. All other employees (excluding casuals) will be required to give two weeks' notice of an intention to terminate their employment.

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

14.3. If an employee fails to give notice the employer may withhold monies from the employee in an amount equal to no more than one (1) week's wages for the employee.

14.4. Where the employer gives notice of termination it will be in accordance with the NES with the period of notice specified in the table below.

Employee's period of continuous service with the employer	Period of notice
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

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

14.6. Time off during notice period

An employee other than a casual or a fixed term employee who has received notice of termination of employment due to redundancy will be granted reasonable leave with full pay during the notice period to

investigate alternative job offers or seek appropriate advice or counselling on early retirement.

15. REDEPLOYMENT & REDUNDANCY

- 15.1. When the employer decision results in a position becoming surplus to requirements, the employer will consider all redeployment options.
- 15.2. Excluded from this clause are casual employees, fixed term contract employees and employees on probation.
- 15.3. Suitable positions that may be filled through redeployment will not be advertised externally until redeployment processes have been completed.
- 15.4. The preferred option of employees affected by organisational change resulting in positions being made surplus to requirements shall be considered wherever possible.
- 15.5. The right of the employer to determine the allocation of resources within its control and operation is recognised.
- 15.6. Where redeployment is considered necessary, the employer will convene a meeting(s) of potentially affected employees to seek volunteers. The employer may only reject an expression of interest from a volunteer where selection of that employee creates a consequential vacancy or a deficit in the skills required for the employer's continuing function.
- 15.7. Where insufficient volunteers are forthcoming, the employer shall decide those employees in excess of its requirements taking into account the following criteria:
 - a) the relative qualifications, skills and abilities between employees as required for the continuing operation of the employer;
 - b) any special qualifications or aptitude for the position/s continuing to be required to be performed by the employer; and
 - c) any reasons, including compassionate grounds, advanced by an employee as to why they should not be considered for redeployment.
- 15.8. Provided that where a decision is to be made about employees who are otherwise considered equal in relation to these criteria, the employee to be identified as surplus to the employer's requirements will be that person whose selection causes the least disruption to the continuing operation of the employer.

- 15.9. Any offer of redeployment to a suitable alternative position will be made in compliance with the principles of equal opportunity.
- 15.10. Any alternative positions will be of similar remuneration and time fraction, and where possible classification, and be commensurate with the skill, qualifications and experience of the employee. Where the new position salary differs, the employee will be retained on salary maintenance for 6 months. In all cases of redeployment, the continuing employment of on-going employees will not be adversely affected nor will their classification and salary level unless they have accepted a lower classified position with salary maintenance. Salary maintenance means that the employee's salary shall be frozen at the amount they were receiving prior to being redeployed.
- 15.11. The employee will have the skills and competence required to perform the new position to the required standard either immediately or with a reasonable period of retraining.
- 15.12. Where redeployment is a viable option the employee will be offered this in writing.
- 15.13. The redeployment process will be finalised within 8 weeks following written notification to the employee that their position is surplus to requirements.
- 15.14. Where, during the 8 week redeployment period, the employee does not accept the offer of redeployment to a suitable alternative position of the same or equivalent remuneration and appropriate to their skills, experience and qualifications, that employee will be deemed to have resigned and will not be eligible for any severance payments applicable in accordance with the employer or State Government Policy applying at time of approval of the Agreement.
- 15.15. Where a suitable alternative position is offered at a different site (i.e. multi-site campus), and accepted by the employee, the employer may consider appropriate compensation on a case-by-case basis, provided the employee's initial employment did not envisage mobility between campuses or sites. Such compensation may include a one-off payment or travel compensation to a maximum period of 6 months.
- 15.16. Employees who are redeployed will maintain all leave and other accrued benefits pertaining to their former position.

- 15.17. Employees who are redeployed to suitable alternative positions are not entitled to any severance payments.
- 15.18. Where at the conclusion of the redeployment process no suitable alternative positions are found, the employee's contract of employment will be terminated and they will receive severance payments.
- 15.19. Severance payments under this clause will be consistent with Victorian Government Policy for redundancy/retrenchment.
- 15.20. Any disputes arising from the implementation of this clause whilst the employee is still employed will be handled under the employer's Dispute Resolution Procedure.

16. DISCIPLINARY PROCEDURES

The employer's policy and procedures will be applied for discipline of staff as outlined in Schedule 3.

PART E - SALARY, ALLOWANCES AND RELATED MATTERS

17. QUANTUM AND TIMING OF PAY INCREASE

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

17.1.1 From the first full pay period on or after 1/7/2023, each employee covered by this Agreement shall be entitled to a salary increase of 3.5% as outlined in Column 3 of Schedule 1 of this Agreement.

17.1.2 From the first full pay period on or after 1/7/2024, each employee covered by this Agreement shall be entitled to a salary increase of 1.75% as outlined in Column 4 of Schedule 1 of this Agreement.

17.2. Annual Review and Incremental Progression

17.2.1 Progression through the pay points in each level is accessible following the completion of twelve months on a pay point subject to clauses 17.2.2 and 17.2.3.

17.2.2 Progression of an employee from one increment to the next increment within a classification level will not be automatic but will be dependent upon the achievement of the following:

- a) the acquisition and satisfactory utilisation of new or enhanced skills relating to the requirements of the position;
- b) satisfactory performance over the proceeding twelve months.

17.2.3 Where a salary increment is intended to be deferred on the basis of the reasons outlined in 17.2.2 (a) and (b), such an increment can only be deferred where the following process has been followed:

- a) the employer has counselled the employee and explained clearly:
 - (i) the requirements that are expected;
 - (ii) how the employee has failed to fulfil these requirements; and
 - (iii) the consequences of continued or repeated failure to meet these requirements.
- b) The employer has provided the opportunity through mentoring, guidance and support to assist employees who are not performing satisfactorily.
- c) Salary progression can only be deferred where the process outlined above has been commenced early enough to ensure the employee receives sufficient notice to enable improvement in performance, being at least three months before a decision is taken.

17.2.4 Where a decision is taken to defer salary progression, the employee will be notified as soon as possible in writing and the reasons for the decision will be given. An employee aggrieved by the decision may access the dispute resolution procedure in this Agreement.

18. CLASSIFICATION & RE-CLASSIFICATION

18.1. The following procedures shall be used for the classification of all PACCT positions with the exception of temporary positions of six (6) months or less, in the following circumstances:

- a) where a position is created;
- b) where the duties and responsibilities have changed significantly by at least 10% to the extent that it is considered by the incumbent and/or supervisor that the position is no longer appropriately classified;
- c) all PACCT positions must be classified in a consistent and equitable manner.

- 18.2. In the event of a new position being created, the position description will be developed using the Writing Position Descriptions Guidelines by the relevant Manager responsible. Advice on writing position descriptions may be sought from Human Resources.
- 18.3. Where there are changes to existing positions a revised position description shall be developed by the relevant Manager in consultation with the incumbent and supervisor and subject to the approval of the relevant Executive member and the Manager Human Resources. The Executive member and the Manager Human Resources will indicate their approval of the revised position description by signing and dating the PACCT Position Description Classification Request Form.
- 18.4. On approval of the position description, the Manager Human Resources or nominee will evaluate the position description within ten (10) working days of approval.
- 18.5. The position description will be evaluated by using the Classification Descriptors in Schedule 2 of this Agreement by the Manager Human Resources or nominee.
- 18.6. If agreement cannot be reached with regard to the position description and or the incumbent is dissatisfied with the evaluation, the incumbent may refer the matter to the Disputes Committee for resolution under the Dispute Resolution Procedure in this Agreement.
- 18.7. The recommendation of either Human Resources or the Disputes Committee will be forwarded to the CEO for approval. The incumbent will be advised in writing within 10 working days of the outcome.
- 18.8. The relevant manager will advise the incumbent, in writing, of the classification level after approval has been gained by the CEO.
- 18.9. The date of effect of any reclassification will be the date of the position description evaluation.

19. SALARY PACKAGING

- 19.1. The rates of pay outlined in Schedule 1 shall be provided as a salary package by agreement between the employer and an individual staff member.

- 19.2. Salary packaging shall be available for staff in accordance with employer's policy.
- 19.3. The employer shall encourage staff seeking to enter a salary packaging arrangement to obtain independent financial advice. Any such advice sought shall be at the staff member's expense.
- 19.4. All costs associated with a salary packaging arrangement including the FBT component, and other than normal employer processing costs, shall be met by the participating member of staff.
- 19.5. In the event of legislative or other changes having the effect of salary packaging increasing the cost to staff, staff participating in salary packaging may choose to cease or modify the arrangement.
- 19.6. Notwithstanding anything contained within this clause, the relevant salary as defined in Schedule 1 of this Agreement shall be used in determining the following:
- a) termination payments, including superannuation, annual leave and long service leave entitlements;
 - b) calculation of redundancy benefits; and
 - c) calculation of early retirement benefits.
- 19.7. The employer shall be entitled to recover any payment of salary and benefits paid in advance.
- 19.8. A staff member who enters into a salary packaging arrangement shall be entitled to vary that arrangement annually providing that one (1) months' notice of intended changes be provided to the employer in writing.
- 19.9. A staff member wishing to withdraw from the salary packaging arrangement may do so at any time with four (4) weeks' notice in writing.
- 19.10. The employer shall maintain the option of this salary packaging arrangement subject to it remaining lawful.

20. SUPPORTED WAGE

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

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

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

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

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

20.2. Eligibility criteria

20.2.1 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.

20.2.2 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.

20.3. Supported wage rates

20.3.1 Employees to whom this clause applies will be paid the applicable percentage of the salary, as set out in Schedule 1 for the class of work which the person is performing according to the following schedule:

Assessed capacity (Clause 20.4)	% of prescribed Agreement rate
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

(Provided that the minimum amount payable will be not less than \$102 per week. This rate will be adjusted in accordance with the Fair Work Commission Annual Wage Review.)

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

20.4. 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 the employee and, if the employee so desires, the union. All assessments made under this clause must be documented in a SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

20.5. Lodgement of SWS wage assessment agreement

- 20.5.1 All SWS wage assessment agreements under the conditions of this clause, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with FWC.
- 20.5.2 All SWS wage assessment agreements must be agreed and signed by the employee and employer parties to the assessment. Where the union is not party to the assessment, the assessment will be referred by FWC to the union by certified mail and the agreement will take effect unless an objection is notified to FWC within 10 working days.

20.6. 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.

20.7. 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.

20.8. Workplace adjustment

The 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.

20.9. Trial period

- 20.9.1 In order for an adequate assessment of the employee's capacity to be made, the employer may employ a person under the provisions of this clause for a trial period not exceeding twelve (12) weeks, except that in some cases additional work adjustment time (not exceeding four (4) weeks) may be needed.
- 20.9.2 During the trial period the assessment of capacity will be undertaken and the proposed wage for a continuing employment relationship will be determined.

20.9.3 The minimum amount payable to an employee during the trial period must be no less than \$102 per week (indexed over the life of this Agreement by the annual wage increase outlined in this Agreement).

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

20.9.5 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 clause 20.4 Assessment of capacity.

21. MEAL ALLOWANCE

Note: These rates include CPI increase based upon the March 2023 quarter.

21.1. The following are allowances payable to an employee in addition to the employee's classification rate:

Allowance	Rate	Application
Meal allowance	1 hour break	\$26.63
	20 min. break	\$17.85
	20 min. break	\$14.29

	<p>Inclusive of 6.00-7.00 p.m. \$17.85</p> <p>Exclusive of 6.00-7.00 p.m. \$14.29</p>	<p>When an employee is required to work overtime of not less than two (2) hours following ordinary hours of work or not less than four (4) hours in other circumstances and who because of safety requirement or by agreement with the employer is not given a meal break.</p>
	<p>Reimbursement of actual cost</p>	<p>In all circumstances where an employee purchases a two (2) or more course meal from facilities provided by the employer the cost of the meal is less than the allowance due.</p>

21.2. Meal allowances will be adjusted on the 1st July each year for the operational life of the Agreement based on the relevant Consumer Price Index Food and non-alcoholic beverages (Cat. No. 6401.0) as measured in the March quarter of the preceding twelve months.

22. HIGHER DUTIES ALLOWANCE

22.1. A full-time employee who is required to act in a position of a higher salary for more than ten (10) consecutive working days will be paid a higher duties allowance. Higher Duties Allowance will be regarded as salary.

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

22.3. Proportional work

Where an employee performs a proportion of duties of a higher salary the higher duties allowance will be paid on a pro-rata basis.

22.4. 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.

22.5. Higher duties and sick leave

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

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

22.6. Higher duties and long service leave

An employee in receipt of higher duties allowance for twelve (12) months or more immediately prior to taking long service leave will be paid the allowance for the period of leave.

23. PAYMENT OF SALARIES

23.1. Consistent with current practice, an employee's salary will be paid fortnightly by electronic funds transfer into an account in a financial institution nominated by the employee. Where the day of payment falls on a public holiday, the salary will be paid on the preceding working day.

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

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

23.3. Underpayments will be rectified within two (2) working days of notification unless the employer and the employee agree that the rectification will be made no later than the next pay period.

23.4. Salary records

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

- a) Payments and deductions;
- b) Sick leave and annual leave credits

24. SUPERANNUATION

- 24.1. All new employees will be asked to nominate a complying fund from the register of Complying Superannuation Funds and if the employee does not nominate a complying fund, the Employer will enquire with the Australian Taxation Office register for any existing Superannuation funds to make the contributions to.
- 24.2. If a new employee does not nominate a complying fund from the register of Complying Superannuation Funds and does not hold an existing complying fund from the register of Complying Superannuation Funds on the Australian Taxation Office register, or the Employer is not otherwise required by law to make contributions to an alternative fund, they will be registered in the Aware Super fund administered by Aware Super Pty Ltd.
- 24.3. Employer contributions in line with the Superannuation Guarantee (Administration) Act 1992 will be made to all employees, including those over 70 years of age.

25. ACCIDENT MAKE-UP PAY

25.1. Entitlement

The employer will pay or cause to be paid accident make-up pay during incapacity of an employee as defined by the Workplace Injury Rehabilitation and Compensation Act 2013 as amended from time to time:

- a) Until the incapacity ceases; or
- b) Until the expiration of an aggregate of 52 weeks,

whichever may first occur, even if the employer terminates the employee's employment during that period. This clause does not displace or override the Workplace Injury Rehabilitation and Compensation Act 2013 or any successor workers compensation legislation.

25.2. Make-up pay calculation

Accident make-up pay is the amount equivalent to the difference between the weekly compensation and the amount that would have been payable to the employee as their salary, as if the employee had been performing their normal duties. Any absence from work during a period of make-up pay will be exclusive of any sick leave entitlement due and owing to the employee.

25.3. Civil Damages

If an employee receives monies in settlement of or pursuant to a judgement for a civil claim to damages in connection with the incapacity the employee will repay any payments made under this clause.

26. OVERALL TOTAL REMUNERATION FOR OFF-SHORE ASSIGNMENTS

26.1. Nothing contained elsewhere in this Agreement shall preclude the employer and an employee who is to work overseas from entering into a written agreement for the payment of an overall total remuneration package for the employee.

26.2. The overall total remuneration package shall comprise the Agreement salary rate, employer superannuation contributions and an additional component in lieu of specified Agreement entitlements.

In such cases, the written agreement between the employer and the employee will specify:

- a) The period for which the agreement will operate;
- b) The overall total or flat salary and the employer superannuation contributions to apply; and
- c) The relevant Agreement clauses that do not apply.

Provided no agreement will be made that permits the leave entitlements of an employee to be exchanged for monetary remuneration.

26.3. An overall remuneration package shall not disadvantage an employee when comparing their total remuneration inclusive of employer superannuation contributions with the salary, employer superannuation contributions and Agreement clause entitlements they would otherwise be entitled to receive pursuant to this Agreement.

26.4. Prior to entering a written agreement for an overall total remuneration package, a reasonable period of time shall be provided for the employer and employee to consider the proposal and seek advice.

PART F - HOURS OR WORK AND RELATED MATTERS

27. HOURS OF DUTY

27.1. The ordinary hours of duty as prescribed by the employer will be between 7.00 a.m. and 7.00 p.m. Monday to Friday, except for shift employees whose ordinary hours of duty will not exceed ten (10) hours inclusive of meal breaks in any single shift.

27.2. The ordinary hours of duty will not exceed 38 per week when averaged over one (1) of the following cycles:

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

28. ROSTERED DAYS OFF (RDO)

Employees may access a nineteen (19) day month arrangement as per the William Angliss Institute Policy and Procedure on RDOs for PACCT Staff. Employees will be able to accumulate two (2) rostered days off to be used for the period of the Christmas shutdown.

29. MEAL BREAKS

29.1. An employee will not be required to work more than five (5) consecutive hours without a break for a meal, of at least thirty (30) minutes but not more than one (1) hour.

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

30. SHIFT WORK

30.1. Definition

For the purpose of this clause:

30.1.1 Afternoon Shift other than for a part-time employee means a period of duty commencing at or after 10.00 a.m. and before 8.00 p.m.

30.1.2 Night Shift other than for a part-time employee means a period of duty commencing at or after 8.00 p.m. and before 6.00 a.m.

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

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

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

30.2. 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
Afternoon or Night Shift (all employees)	
Ordinary shift	115% of the ordinary rate – (Monday to Friday)
Overtime hours	On a holiday 250% of the ordinary rate otherwise 200% of the ordinary rate

30.3. Continuous shifts

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

- 30.3.1 A part-time employee working afternoon or night shift or another employee working night shift for a period exceeding four (4) continuous weeks will be paid an additional allowance of 15%.

30.4. 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	150% of the Ordinary rate
Sunday	200% of the Ordinary rate

30.5. Time off in lieu & Holidays

- 30.5.1 An employee required to work an ordinary shift on a holiday may elect to be paid 150% of the ordinary rate and will be entitled to one (1) days leave in lieu of the holiday provided that the employee notifies the employer of the election within fourteen (14) days of the holiday.
- 30.5.2 An employee whose rostered day off falls on a holiday will be granted one (1) days leave in lieu of the holiday.
- 30.5.3 Should a holiday fall within an employee's paid leave that employee will be granted one (1) days leave in lieu of the holiday.

30.6. Alternative shift work arrangements

30.6.1 On twenty-one (21) days' notice of the proposed change upon consultation the employer and the employees concerned may agree to extend shifts to up to 9 hours 30 minutes (excluding meal breaks).

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

31. OVERTIME

31.1. Full time employees will be paid overtime for authorised time worked in excess of 38 hours or outside the span of ordinary hours. Part-time employees will be paid overtime for authorised time worked in excess of 38 hours or outside the span of ordinary hours and for any time worked in excess of their contracted hours.

31.2. Overtime shall be computed as follows:

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

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

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

31.5. Overtime will be calculated to the nearest ¼ hour.

31.6. Calculation of overtime pay will not include:

- a) shift allowances; and
- b) casual loadings.

31.7. Calculation of overtime pay will include:

- a) higher duties allowance; and
- b) any other allowance in the nature of salary.

31.8. Payment for overtime will not be subject to limitation within a work cycle as detailed in clause 27.2. The rate payable will not exceed the overtime rate payable to the top pay point of PACCT Level 6.

31.9. Overtime rates

31.9.1 Full-time and part-time employees

Day worked	Overtime rate
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
Holiday	250% of the ordinary rate

31.9.2 Shift employees

Day worked	Rate
Except on a holiday	200% of the ordinary rate
Holiday	250% of the ordinary rate

31.9.3 Casual employees

Day worked	Rate
Monday – Saturday	175% of the hourly rate for the first 2 hours 225% of the hourly rate after 2 hours.

The overtime rates for casual employees have been calculated by adding the casual loading prescribed by clause 13.4.4 of this clause to the overtime rates for full-time and part-time employees prescribed by clause 31.9.1

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

31.9.5 An employee working on a Sunday is entitled to a minimum payment of 4 hours at penalty rates provided they are available to work for 4 hours.

31.10. Time off in lieu of overtime (TOIL)

- 31.10.1 An employee in receipt of a salary not exceeding that prescribed for the top pay point of PACCT Level 6 may, by mutual agreement between the employee and the 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 31.9 for payment for overtime worked.
- 31.10.2 The time off in lieu of overtime agreed as prescribed in clause 31.10.1 must be taken:
- (i) within the period of 6 months after the overtime is worked; and
 - (ii) at a time or times within that period of 6 months agreed by the employee and employer.
- 31.10.3 If the employee requests at any time to be paid for overtime worked but not taken as time off as prescribed in clause 31.10.1, 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.
- 31.10.4 The employer must keep a copy of any agreement under 31.10.1 as an employee records.
- 31.10.5 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.
- 31.10.6 An employee who is in receipt of a salary in excess of the top pay point of PACCT Level 6 will be allowed time off in lieu of overtime. Payment for overtime will only be made at the manager's discretion and with Executive approval.
- 31.10.7 Time off in lieu of overtime payment will be taken at a time or times mutually agreed between the employee and the employer.
- 31.10.8 The amount of time off in lieu to be taken shall be calculated in the same manner prescribed in clause 31.9.
- 31.10.9 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.

31.11. Work outside of span hours

- 31.11.1 An employee may be required to be on duty for one evening each week until 8pm. For work undertaken between 7.00pm and 8.00pm the employee will take 1½ hours time off in lieu of payment (TOIL).
- 31.11.2 Up to five (5) days TOIL will accumulate to be taken during the close down period in January or at a mutually agreed time. All other TOIL will be taken within a fortnight of being earned.
- 31.11.3 Employees with primary care responsibilities who seek to be excluded from the requirement to be on duty one evening per week shall not be unreasonably denied exclusion.

31.12. Employee recalled to duty

- 31.12.1 An employee required to return to their worksite to work overtime which is not continuous with ordinary hours of duty will be paid a minimum of three hours at the appropriate rate. An employee who agrees to work remotely will be paid a minimum of one hour at the appropriate overtime rate. The rate will be no less than time and a half.
- 31.12.2 Where more than one overtime attendance is involved, clause 31.12.1 will not operate to increase the overtime payment paid to an employee if the employee remained on duty from the time of commencing the first attendance to the time of ceasing any subsequent attendances.

31.13. 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.

- 31.13.1 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.
- 31.13.2 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 200% of the ordinary rate of pay until released from duty for a ten hour break plus reasonable travelling time without loss of pay.

31.14. Employees to work reasonable overtime

- 31.14.1 Subject to clause 31.14.2 the employer may require an employee to work reasonable overtime at overtime rates.
- 31.14.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- a) any risk to an employee's health and safety;
 - b) the employee's personal circumstances including any family responsibilities;
 - c) the need of the workplace or enterprise;
 - d) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and
 - e) any other relevant matter.

PART G – LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

32. PUBLIC HOLIDAYS

32.1. Meaning of *public holiday*

The following are *public holidays*:

- a) each of these days:
 - (i) 1 January (New Year's Day);
 - (ii) 26 January (Australia Day);
 - (iii) Labour Day (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - (iv) Good Friday;
 - (v) Easter Monday;
 - (vi) 25 April (Anzac Day);
 - (vii) The King's birthday holiday (on the day on which it is celebrated in a State or Territory or a region of a State or Territory);
 - (viii) Melbourne Cup Day (Melbourne Metropolitan area only);
 - (ix) 25 December (Christmas Day);
 - (x) 26 December (Boxing Day);
- b) any other day, or part-day, declared by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.

32.2. Substituted public holidays under State or Territory laws

If, under a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of clause 32.1, then the substituted day or part day is the **public holiday**.

32.3. Request to work on public holidays

The employer may request an employee to work on a public holiday if the request is reasonable. An employee may refuse the employer's request if the request is not reasonable or the refusal is reasonable. Section 114 on the Fair Work Act outlines the matters to be taken into account to determine whether a request or refusal is reasonable.

32.4. Public Holidays while on overseas assignments

For work overseas, consultation and agreement will occur as to the public holidays to be observed.

33. ANNUAL LEAVE

33.1. Credit of annual leave

An employee's entitlement to be paid annual leave accrues progressively during a year of service according to the employee's hours of work, and accumulates from year to year.

33.2. Annual leave entitlement

Employee	Annual leave entitlement
7 Day shift employees • working ten Sundays or more • working less than ten Sundays	5 weeks 4 weeks plus ½ day for each Sunday worked
All other employees	4 weeks

A '**shiftworker**' for the purpose of the NES is "an employee that works 7 Day shift work under clause 30 and works ten Sundays or more in a year.

33.3. When annual leave can be taken

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

33.3.2 Annual leave will be taken within twelve (12) months from the date it was accrued.

33.3.3 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.

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

33.4. Employer close-down period

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

33.5. Payment for annual leave

Payment of annual leave will be in accordance with the normal fortnightly pay cycle. An employee may request the entire period of annual leave to be paid prior to commencing leave subject to the request being made two weeks prior to leave commencing.

33.6. Annual leave loading

33.6.1 The maximum leave loading payable to an employee will not exceed the annual rate of pay for the top sub-division of top pay point of PACCT Level 6.

33.6.2 An employee will be paid the greater of:

- a) the employee's ordinary rate of pay plus a loading of 17 ½% of that rate; or
- b) the employee's projected shift earnings for the period of annual leave, including shift penalties and penalties for Saturday or Sunday and holiday duty.

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

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

33.7. Pro-rata leave loading

33.7.1 An employee with less than twelve (12) months service on the agreed

date for the payment of leave loading will be paid on a pro-rata basis.

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

33.8. Leave Management

It is agreed that the parties will work cooperatively to reduce the level of accruals of annual leave during the life of this Agreement.

33.9. Ability to recoup annual leave paid in excess of entitlement upon termination of employment

If an employee's employment ceases and that employee has taken more paid annual leave than had accrued at the date of termination, the employer may recoup the amount of paid annual leave in excess of the leave accrued.

34. LONG SERVICE LEAVE

34.1. Entitlement

Long service leave will be calculated at the rate of 13 weeks (65 days) of paid leave for 10 years of service.

34.1.1 The employee may access the long service leave entitlements on a pro-rata basis after completion of seven (7) years' service.

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

Years of service	Amount of long service leave
Seven years of completed service	45.5 days paid leave
Each additional year of completed service after the first seven years	6.5 days paid leave

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

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

34.2. Notice

An employee will give six months' notice of an intention to take long service leave. The employer may shorten the notice period at its discretion.

34.3. Pro-rata payments

34.3.1 Where an employee with not less than four completed years of

service dies or is terminated on account of:

- a) retirement;
- b) ill health; or
- c) redundancy

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

34.3.2 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.

34.4. Entitlement eligibility

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

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

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

- b) aggregated periods of service for a non-continuous employee with any of the employers listed in clause 34.4 (a);
- c) service where an employee was in receipt of a pension pursuant to Section 83A of *the State Superannuation Act 1988*;
- d) service during which an employee took:
 - (i) annual leave;
 - (ii) paid sick leave;
 - (iii) paid maternity leave;
 - (iv) paid adoption leave;
 - (v) paid paternity leave; or
 - (vi) any other leave authorised by the employer as counting toward service; and
- e) the period following resignation which in the opinion of the employer was due to special circumstances provided that the absence from continuous employment from an employer listed in clause 34.4 (a) was no more than five (5) years.

34.5. Payment

- 34.5.1 An employee taking long service leave will be entitled to be paid at the rate applicable at the time of taking the leave or receive payment in lieu of leave on termination or resignation.
- 34.5.2 Salaries paid while on long service leave will be paid fortnightly or as otherwise agreed between the employee and the employer.

35. PERSONAL LEAVE

- 35.1.1 On commencement of service an employee (other than casual employees) shall be entitled to a credit of fifteen (15) days of personal leave on full pay. Upon completion of the first year and for each year of service thereafter on the anniversary of commencement a further fifteen (15) days full pay is credited. Unused personal leave shall be cumulative. See clause 35.4.5 for casual employees' entitlements.
- 35.1.2 For the purpose of this clause **immediate family** includes:
- a) a spouse (including a former spouse, a de facto spouse and a former de facto spouse) of the employee. A de facto spouse, in relation to a person, means a person who lives with the first mentioned person as the husband, wife or same sex partner of that person on a bona fide domestic basis although not legally married to that person;
 - b) child or adult child (including adopted child, step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee, or of the employee's spouse or de facto spouse.
- 35.1.3 Paid personal leave is available to an employee when they are 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).

35.2. 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.

35.3. Sick Leave

35.3.1 Entitlement

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

35.3.2 Taking of leave

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

35.3.3 Use of annual leave or leave without pay

- a) If an employee has exhausted all sick 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.
- c) Leave without pay granted under this clause will not extend beyond 52 weeks.

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

35.3.5 Proof of illness

- a) If an employee is absent for a period in excess of three (3) continuous days the employee will provide to the employer a medical certificate setting out the cause of the absence.
- b) The employee is required to provide a medical certificate setting out the cause of the absence, where an absence exceeds an aggregate of five (5) days in any one (1) year. If an employee fails to provide a certificate or statutory declaration as requested by the employer the employer may refuse to grant sick leave for the days in excess of five (5) days.
- c) An employee may elect to have any leave in excess of the five

(5) days deducted from annual leave or taken as leave without pay.

- d) The employer may accept a certified statement as to the circumstances of the absence from a person approved by the employer for that purpose, having regard to their knowledge of the circumstance.

35.3.6 Infectious diseases

If the employer has reason to believe that the employee's illness is a danger to other employees, the absence of the employee will be as prescribed by law if applicable.

35.4. Carer's Leave

35.4.1 The amount of personal leave an employee may take as carer's leave is up to fifteen (15) days in the first year of service and up to the accumulated personal leave thereafter, which shall accrue at the rate of fifteen (15) days per year. The circumstances in which carer's leave is available are outlined in clause 35.1.3 (b) (c) and (d).

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

35.4.3 Evidence supporting claim

The employee is required to provide a medical certificate, outlining the illness of the person concerned and that the illness is such as to require care by another.

35.4.4 Unpaid leave

An employee may take unpaid carer's leave by agreement with the employer. In the absence of agreement, the employee is entitled to take two days' unpaid carer's leave per occasion.

35.4.5 Casual employees – Caring responsibilities and Compassionate leave

- a) Casual employees are entitled to be unavailable to attend work or to leave work:
- (i) if they need to care or support members of their immediate family or household who are sick or injured, or who require care due to an unexpected emergency, or the birth of a child; or
 - (ii) if a member of the employee's immediate family or a

member of the employee's household:

- a. contracts or develops a personal illness that poses a serious threat to their life;
- b. sustains a personal injury that poses a serious threat to their life; or
- c. dies; or
- d. when 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.

Clause 35.4.5(a)(ii)(e) does not apply if the miscarriage results in a stillborn child and does not apply to a former spouse, or former de facto partner, of the employee.

- 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. The casual employee is not entitled to any payment for the period of non-attendance.
- c) The employer will require the casual employee to provide satisfactory evidence to support the taking of this leave.
- d) 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.

36. COMPASSIONATE LEAVE

36.1. Paid leave entitlement

An employee, other than a casual, is entitled to use up to three (3) 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 their life (compassionate leave); or
- b) sustains a personal injury that poses a serious threat to their life; or
- c) dies; or
- d) when 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.

Clause 36.1(e) does not apply if the miscarriage results in a stillborn child and does not apply to a former spouse, or former de facto partner, of the employee.

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

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

36.4. Unpaid leave entitlement

Where an employee has exhausted all leave entitlements, including accumulated leave entitlements, the employee is entitled to take unpaid compassionate leave. The employer and the employee should agree on the length of the unpaid leave. In the absence of agreement, the employee is entitled to take up to three (3) days unpaid leave.

36.5. Evidence supporting claim

The employer may require the employee to provide satisfactory evidence to support the taking of compassionate leave.

37. FAMILY VIOLENCE LEAVE

37.1. General Principle

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, and also 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

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

37.4. General Measures

- 37.4.1 Evidence of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a registered health practitioner, a Family Violence Support Service, district nurse, maternal and health care nurse or lawyer. A signed statutory declaration can also be offered as evidence.
- 37.4.2 All personal information concerning family violence will be kept confidential in line with the employer's policies and relevant legislations. 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.
- 37.4.4 The employer will identify contact/s within the workplace who will be trained in family violence and associated privacy issues. The employer will advertise the name of any Family Violence contact/s within the workplace.
- 37.4.5 An employee experiencing family violence may raise the issue with their immediate supervisor, Family Violence contact/s, union delegate or Human Resource Department. The immediate supervisor may seek advice from Human Resources if the employee chooses not to see the Human Resources or Family Violence contact/s.
- 37.4.6 Where requested by an employee, the Human Resources contact will liaise with the employee's manager on the employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with clause 37.5 and 37.6.
- 37.4.7 The employer will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an employee reports family violence.

37.5. Leave

- 37.5.1 An employee experiencing family violence will have access to twenty (20) days per year of paid special leave following an event of family violence and for related purposes such as medical appointments, legal proceedings and other activities related to family violence (this leave is not cumulative but if 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.
- 37.5.2 An employee who supports a person experiencing family violence may utilise their personal/carer's leave entitlement to accompany them to court, to hospital, or to care for children. The employer may require evidence consistent with clause 37.4.1 from the employee seeking to utilise their personal/carer's leave entitlement.

37.6. Individual Support

- 37.6.1 In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the employer will approve any reasonable request from an employee experiencing family violence for:
- a) temporary or ongoing changes to their span of hours or pattern of 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 provision for family friendly and flexible work arrangements.
- 37.6.2 Any changes to an employee's role should be reviewed at agreed periods. When an employee is no longer experiencing family violence, the terms and conditions of employment may revert back to the terms and conditions applicable to the employee's substantive position.
- 37.6.3 An employee experiencing family violence will be offered access to employee support resources including access to professionals trained specifically in family violence.
- 37.6.4 An employee that discloses that they are experiencing family violence will be given information regarding current support services.

38. SPECIAL LEAVE DUE TO MILITARY CONFLICTS DISABILITIES

- 38.1. Where the employer is satisfied that the illness of an employee with at least six (6) months' service is directly attributable to or is aggravated by the employee's service in any military conflict in which Australia participated, the employee shall apart from any sick leave which may be standing to the employee's credit, be credited with fifteen (15) days special leave with full pay.
- 38.2. Such special sick leave shall be cumulative provided that the total of such accumulated leave standing to the credit of an employee shall not at any time exceed 100 days.

39. LEAVE FOR COMMUNITY SERVICE AND JURY SERVICE

39.1. Community Service Leave

- 39.1.1 Where an employee engages in an eligible community service activity, excluding jury service, the employee 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:
- a) the carrying out of voluntary emergency management activities as a member of a recognised emergency management body in the event of an emergency or natural disaster; and
 - b) other activity prescribed in the applicable regulations.
- 39.1.2 Employees will be required to give the employer notice as soon as practicable (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.

39.2. Jury Service

An employee required under the Juries Act 2000 as amended to attend for jury service 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 them.

40. PAID EDUCATION LEAVE FOR EMPLOYEE REPRESENTATIVES

- 40.1. The employer may grant an employee representative up to five (5) days leave per year with pay to undertake approved training which will enhance the employee representative's role in dispute resolutions, and implementation of this Agreement. In the granting of such leave, consideration will be given to operating requirements and the overall annual extent of paid education leave undertaken.
- 40.2. Approved training shall include but not be limited to any course, workshop, seminar or like activity carried out as follows:
- a) by or with the support of the National Tertiary Education Union;
 - b) by or under the auspices of an association of trade unions, the scope, content and level of which course contributes to a better understanding of industrial relations.
- 40.3. An application for leave under this clause shall be accompanied by a statement from the relevant trade union to the effect that the union has nominated the employee for the course or supports the employee's application. The application must be accompanied by a statement detailing dates, times, venue and content of the education course.
- 40.4. Leave granted under this section:
- a) shall be on full pay which shall include payments which are deemed to be part of pay for all purposes but shall not include shift penalty and overtime payments;
 - b) may include any necessary travelling time in normal working hours immediately before or after the education courses; and
 - c) shall count as service for all purposes.
- 40.5. An employee granted leave under this clause shall not be entitled to reimbursement of personal expenses such as fares, accommodation or meal costs incurred in attending an education course.

41. 48/52, 49/52, 50/52 AND 51/52 WEEK EMPLOYMENT CYCLE

- 41.1. Employees may apply to take up to eight (8) weeks leave in a year and receive salary, paid over the full 52 weeks. Four (4) of the eight (8) weeks will be the employee's entitlement to annual leave in accordance with Clause 33. This arrangement will only be available to staff in work areas where the manager deems appropriate. This will be subject to agreement between the manager and the employee and based on the needs of the work area. Such arrangements, where approved by the CEO, will commence at a mutually agreed time.

- 41.2. Under this arrangement an employee will become a fractional employee at either 48/52, 49/52, 50/52 or 51/52 of their fractional employment, with all benefits accruing on that basis. Where an employee elects to take up one of these options, superannuation contributions for the employee and the employer will reduce on a pro-rata basis subject to clause 41.8.
- 41.3. Employees availing themselves of this option will retain benefits accrued to the agreed date on which they change and would accrue benefits at the new fractional rate from the date of effect of the change. Before changing to one of the options the employee must not have an annual leave accrual exceeding 10 days.
- 41.4. In taking leave in any one year, the employee will be entitled to take one block of 20 days and it will not be necessary for all leave to be taken in one block, but this could be an option available to the employee subject to the requirements of the manager.
- 41.5. All 48/52, 49/52, 50/52, 51/52 arrangements must be reviewed to ensure all leave is expended within the year. The CEO may withdraw the entitlement if staff fail to comply with the accrual conditions.
- 41.6. Any leave loading entitlement will be calculated at the 48/52, 49/52, 50/52, 51/52 rate and will apply to four weeks of the annual leave only.
- 41.7. An employee who terminates their services must be paid for the unexpired period of leave at the appropriate fractional rate based on the credit accrued. Where entitlements have accrued at the full-time rate any termination payment must be made at this rate.
- 41.8. An employee who elects to take up the 48/52, 49/52, 50/52, 51/52 option may choose to maintain, subject to the requirements of the relevant superannuation scheme, the employee and employer's superannuation contributions on a full-time employment basis, and the employer shall only be obliged to cover the cost of employer contributions at the appropriate rate of either 48/52, 49/52, 50/52 or 51/52.
- 41.9. In the event of a dispute regarding the operation of the agreed employment cycle, the matter may be dealt with in accordance with the dispute resolution procedures set out in this Agreement.

41.10. 48/52 employment cycle employment contract for identified operations

In the Bakeshop, Conference Centre, Central Kitchen, Café, Central Stores, Training Restaurants and Kitchen Attendants team, where term breaks result in a significant downturn in workload, new staff may be hired

on a permanent 48/52, 49/52, 50/52 or 51/52 employment cycle arrangement so that leave is taken during the term breaks as specified by the employer. Employment on the basis of a 48/52, 49/52, 50/52 or 51/52 employment cycle arrangement will be specified in recruitment advertisements for affected positions and employment contracts for affected employees. The provisions of Clause 41 will apply with the exception that the 48/52, 49/52, 50/52 or 51/52 arrangement will not be optional for these employees and clause 41.4 will not apply.

42. 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.

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 an ongoing period of employment during a period of at least 12 months; and
- b) who has a reasonable expectation of ongoing employment, but for the pregnancy or the decision to adopt.

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

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

- a) the employee or employee's spouse is pregnant; or
- b) the employee is or has been immediately absent on parental leave.

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

42.1. Definitions

42.1.1 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.

42.1.2 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.

42.2. Basic Entitlement

42.2.1 Employees, who have or will have completed at least twelve (12) months continuous service, are entitled to a combined total of 52 weeks paid and unpaid parental leave on a shared basis in relation to the birth or adoption of their 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. Leave available is summarised in the following table:

Type of leave	Paid leave	Unpaid leave
Maternity leave	14 weeks	38 weeks if primary care giver
Paternity-partner	1 week	51 weeks if primary care giver
Adoption leave – primary care giver	14 weeks	38 weeks
Adoption leave – secondary care giver	1 week	2 weeks

42.3. Leave taken simultaneously

Parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

- a) in the case of 1 week's paid paternity/partner leave an employee shall be entitled to a total of 5 days (which need not be taken consecutively) in connection with the birth of a child for whom he or she has accepted responsibility;
- b) in the case of 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 the adoption placement;
- c) in the case of two employees of the same organisation who are in a spousal or de facto relationship (an 'employee couple') up to 8 weeks leave in total as outlined in clause 42.8.

42.4. Maternity leave

42.4.1 Notice

An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

- a) at least ten weeks prior, a certificate from a registered medical practitioner or evidence that would satisfy a reasonable person, that the employee is pregnant and the expected date of confinement; and
- b) at least four weeks prior, the date on which the employee proposes to commence maternity leave and the period of leave to be taken.

42.4.2 Statutory Declaration

When the employee gives notice under clause 42.4.1 (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.

42.4.3 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.

42.4.4 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, however the period granted will be no more than 52 weeks.

42.4.5 Certificate – Fit to Work

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 42.12.2 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.

42.5. Personal leave and special maternity leave

- 42.5.1 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 28 weeks, during the notified period/s the employee is entitled to access any paid and/or unpaid personal leave entitlements in accordance with the relevant personal leave provisions;
 - b) where the pregnancy terminates after the completion of 28 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 clause 42.2.1, and thereafter, to unpaid special maternity leave.
- 42.5.2 If an employee takes leave for a reason outlined in clause 42.5.1 (a) and (b), the employer may require the employee to provide evidence that would satisfy a reasonable person or a certificate from a registered medical practitioner.
- 42.5.3 Where an employee, not then on maternity leave, is suffering from an illness whether related or not to pregnancy, an employee may take any paid personal leave to which she is entitled and/or unpaid personal leave in accordance with clause 35.3.3.

42.6. Paternity/Partner leave

42.6.1 Notice and evidence requirements

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

- a) a certificate from a registered medical practitioner or evidence that would satisfy a reasonable person which names their spouse and states that they are 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 the employee 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 42.8.1 that he or she will take the period of paternity/partner leave to care for a child for whom they are or will be responsible;

- (ii) particulars of any period of maternity leave sought or taken by their spouse; and
- (iii) that for the period of paternity/partner leave the employee will not engage in any conduct inconsistent with their contract of employment.

42.6.2 The employee will not be in breach of clause 42.6.1 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.

42.7. Adoption leave

42.7.1 Notice and evidence requirements

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

42.7.2 The employee must give written notice of the day when the adoption placement with the employee is expected to start as soon as possible after receiving an adoption placement notice indicating the expected placement day.

42.7.3 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 adoption placement:

- a) where an adoption 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 an adoption 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.

42.7.4 Generally the employee must apply for leave to the employer at least ten weeks before the date when adoption leave begins. 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.

42.7.5 Before commencing adoption leave, an employee will provide the employer with a statement from an adoption agency of the day when the adoption placement is expected to start and a statutory declaration stating:

- a) that the child is an eligible child, whether the employee is taking adoption leave and the particulars of any other authorised leave to be taken because of the adoption placement;
- b) except in relation to leave that is permitted by this clause to be taken simultaneously with the child's other adoptive parent, that the employee is seeking adoption leave to care for a child for whom they are or will be responsible;
- 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.

42.7.6 An employee must provide the employer with confirmation from the adoption agency of the start of the adoption placement.

42.7.7 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.

42.7.8 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.

42.7.9 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.

42.8. Employee couple – Concurrent Leave

42.8.1 Parental leave is to be available to only one parent at a time in a single unbroken period. However, where two employees of the same organisation are in a spousal or de facto relationship, both parents may at the same time each take up to eight weeks of parental leave (reducing their overall entitlement) either immediately after the birth or adoption placement of a child, or by agreement with the employer, at

any time during an extended period starting before the birth and ending no later than six weeks after the birth or adoption placement of the child.

- 42.8.2 Remaining leave must be taken separately in a single continuous period provided it does not exceed a total of 24 months. If the employee who takes leave first is pregnant or gives birth, they may start their leave up to six weeks before the expected date of birth. If the employee who takes leave first is not pregnant, their leave must start on the date of birth or adoption placement of a child. The second employee must start their leave immediately after the first employee's leave finishes.

42.9. Right to request

- 42.9.1 An employee entitled to parental leave pursuant to the provisions of clause 42.2.1 may request the employer to allow the employee:
- a) to extend the period of unpaid parental leave provided for in clause 42.2.1 by a further continuous period of leave not exceeding 12 months;
 - b) to return from a period of parental leave on a part-time basis until the child reaches school age.

- 42.9.2 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.

42.9.3 Employee's request and employer's decision to be in writing

The employee's request and the employer's decision made under clauses 42.9.1 (a) and (b) 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.

42.9.4 Notice required for requests to return to work part-time

A request under clause 42.9.1(b) 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.

42.10. Variation of period of parental leave

- 42.10.1 Unless agreed otherwise between the employer and employee, where an employee takes leave under clauses 42.2.1 and 42.9.1(a), 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 four weeks prior to the start of the changed arrangements.

42.11. Parental leave and other entitlements

- 42.11.1 An employee may in lieu of or in conjunction with parental leave access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed under clause 42.9.1 (a).
- 42.11.2 Where a public holiday occurs during a period that the employee is absent on paid parental leave no deduction shall be made for that day from the employee's paid parental leave entitlement.

42.12. Transfer to a safe job

- 42.12.1 An employee who is pregnant may be transferred to a safe job with no other change to the employee's terms and conditions until the commencement of maternity leave if:
- a) The employee 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 may require a medical certificate as evidence.
 - b) The employer deems it practicable.
- 42.12.2 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.

42.13. Returning to work after a period of parental leave

- 42.13.1 Where leave is granted under clause 42.2.1, during the period of leave an employee may return to work at any time agreed between the employer and employee provided that the actual return to work date does not exceed four weeks from the date desired by the employee.
- 42.13.2 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.
- 42.13.3 Subject to clause 42.13.4 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 42.12 the employee will be entitled to return to the position they held immediately before such transfer.
- 42.13.4 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.

42.14. Replacement employee

- 42.14.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred as a result of an employee proceeding on parental leave.
- 42.14.2 Before the 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.

42.15. Consultation and communication during parental leave

- 42.15.1 Where an employee is on parental leave and 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.

42.15.2 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.

42.15.3 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 clause 42.15.1.

43. CULTURAL AND CEREMONIAL LEAVE

43.1. NAIDOC Week Leave

43.1.1 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.

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

43.2. Leave to attend Aboriginal community meetings

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

43.3. Leave to attend Annual General Meetings of Aboriginal community organisations

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

43.4. Ceremonial leave

43.4.1 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 will have an existing entitlement reduced as a result of this clause); or
- b) for other ceremonial obligations under Aboriginal and Torres Strait Islander lore.

43.4.2 Where ceremonial leave is taken for the purposes outlined in clause 43.4.1(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.

43.4.3 Ceremonial leave granted under this clause is in addition to compassionate leave granted under clause 36.

43.4.4 The employee must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is for the reason specified.

SIGNATORIES

EXECUTED as an *Enterprise Agreement*

Name: Nicholas Hunt

Signature:



Date:

8 July 2024

Position Held: Chief Executive Officer
William Angliss Institute of TAFE
555 La Trobe Street
Melbourne, VIC, 3000

Name: Damien Cahill

Signature:



Date:

5 July 2024
General Secretary

Position Held:

National Territory Education Union
PO Box 1323
South Melbourne, VIC, 3205

APPENDICES

SCHEDULE 1 - SALARY RATES

Classification Column 1	PACCT RATE AS AT 30 JUNE 2023 Column 2	3.5% INCREASE 1/7/2023 Column 3	1.75% INCREASE 1/7/2024 Column 4
PACCT 1.2	\$44,709	\$46,274	\$47,084
PACCT 1.3	\$46,070	\$47,682	\$48,517
PACCT 1.4	\$47,433	\$49,093	\$49,952
PACCT 1.5	\$48,803	\$50,511	\$51,395
PACCT 1.6	\$50,565	\$52,335	\$53,251
PACCT 2.1	\$52,326	\$54,157	\$55,105
PACCT 2.2	\$54,091	\$55,984	\$56,964
PACCT 2.3	\$55,852	\$57,807	\$58,818
PACCT 2.4	\$57,824	\$59,848	\$60,895
PACCT 3.1	\$59,632	\$61,719	\$62,799
PACCT 3.2	\$61,741	\$63,902	\$65,020
PACCT 3.3	\$64,389	\$66,643	\$67,809
PACCT 4.1	\$66,052	\$68,364	\$69,560
PACCT 4.2	\$68,555	\$70,954	\$72,196
PACCT 4.3	\$71,719	\$74,229	\$75,528
PACCT 5.1	\$73,772	\$76,354	\$77,690
PACCT 5.2	\$76,567	\$79,247	\$80,634
PACCT 5.3	\$79,363	\$82,141	\$83,578
PACCT 6.1	\$82,134	\$85,009	\$86,496
PACCT 6.2	\$85,160	\$88,141	\$89,683
PACCT 6.3	\$88,167	\$91,253	\$92,850
PACCT 7.1	\$91,176	\$94,367	\$96,019
PACCT 7.2	\$94,258	\$97,557	\$99,264
PACCT 7.3	\$97,342	\$100,749	\$102,512
PACCT 7.4	\$100,425	\$103,940	\$105,759
PACCT 8.1	\$103,521	\$107,144	\$109,019
PACCT 8.2	\$106,604	\$110,335	\$112,266
PACCT 8.3	\$109,686	\$113,525	\$115,512
PACCT 8.4	\$112,769	\$116,716	\$118,758

JUNIOR RATES

A junior employee will be paid a minimum annual salary according to age based on the following scales, which are percentage rates of PACCT Level 1.2:

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

SCHEDULE 2 - CLASSIFICATION DESCRIPTORS

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

1. **Education, training and experience** means the type and duration of training which the duties of the classification level typically require for effective performance. Training is the knowledge through formal education, on the job instruction or exposure to procedures.
2. **Task level** means the type, complexity and responsibility of the tasks typically performed by staff within each proposed classification level.
3. **Judgement and problem solving** means judgement is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of action are available. The dimension looks at how much of each of these qualities applies at each classification level.
4. **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.
5. **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.
6. **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:

1. **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.
2. **Routine supervision** means direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures, guidance on the approach to non-standard circumstances is provided by a supervisor. Checking is selective rather than constant.
3. **General direction** means direction is provided on the assignments to be undertaken, with the occupant determining the appropriate use of established

methods, tasks and sequences. There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available. Performance is checked by assignment completion.

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

Classification descriptors

TAFE PACCT Worker Level 1

Education, training and experience

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

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

Task level

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

Judgement and problem solving

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

Supervision and independence

Employees work under close supervision.

Supervisory referral and/or guidance will be readily available.

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

Organisational relationship and impact

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

Interpersonal skills

Require basic skills in verbal and written communication.

TAFE PACCT Worker Level 2

Includes the criteria detailed for the previous level.

Education, training and experience

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

Task level

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

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

Judgement and problem solving

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

Make decisions within established rules, techniques and procedures.

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

Assistance is available when required.

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

Supervision and independence

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

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

Exercise discretion within standard practices and processes.

Organisational relationship and impact

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

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

Interpersonal skills

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

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

TAFE PACCT Worker Level 3

Includes the criteria detailed for the previous level.

Education, training & 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 employee have theoretical knowledge which may be applied to a range of procedures and tasks.

Task level

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

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

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

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

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

Judgement and problem solving

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

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

Supervisions and independence

Duties undertaken under routine supervision.

Schedule workloads appropriately.

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

Liaison with staff at higher levels.

May undertake stand-alone work.

Organisational relationship and impact

Operational knowledge of relevant functional areas.

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

Interpersonal skills

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

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

TAFE PACCT Worker Level 4

Includes the criteria detailed for the previous level.

Education, training and experience

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

Task level

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

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

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

May involve coordination and supervision of other staff.

Judgement and problem solving

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

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

Supervision and independence

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

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

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

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

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

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

Organisational relationship and impact

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

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

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

Interpersonal skills

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

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

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

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

TAFE PACCT Worker Level 5

Includes the criteria detailed for the previous level.

Education, training and experience

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

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

Task level

Work independently within overall employer's policies and guidelines.

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

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

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

Apply analytical skills.

Judgement and problem solving

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

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

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

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

Supervision and independence

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

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

Organisational relationship and impact

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

Regular liaison with other areas of the employer to impact upon decision making/service provision process.

Contribute to the development of policy.

Interpersonal skills

Ability to gain cooperation 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 employer and with counterparts in other organisations to discuss specialist matters and with other employees to resolve intra-organisational problems.

TAFE PACCT Worker Level 6

Includes the criteria detailed for the previous level.

Education, training and experience

Relevant Degree or relevant post graduate qualification and experience; or
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 cooperation 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 employer and with counterparts in other organisations to discuss alternative strategies and with other employees to resolve intra-organisational problems. In the field of expertise influence decisions both within and external to the work area.

TAFE PACCT Worker Level 7

Includes the criteria detailed for the previous level.

Education, training and experience

Relevant Degree and relevant post graduate qualification and experience; or lesser formal qualifications with extensive experience with management expertise in technical or administrative fields; or

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

Task level

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

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

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

May implement major change programs which may impact on other areas of 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 employer.

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 the employer.

May manage/supervise other staff.

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

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

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

Organisational relationship and impact

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

Detailed knowledge of policies and the impact they have upon the activities of the organisation.

May be required to negotiate with other work areas to achieve objectives.

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 objectives.

Ability to manage and lead staff.

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

TAFE PACCT Worker Level 8

Includes the criteria detailed for the previous level.

Education, training and experience

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

Principal specialist in a recognised discipline or specialist area.

Task level

Apply a high level of theoretical and operational knowledge.

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

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

Undertake significant creative, strategic planning and management functions.

May be responsible for significant resources.

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

Judgement and problem solving

Provides authoritative advice.

Responsible for project development and implementation.

Provide strategic support and advice to departments.

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

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

SCHEDULE 3 – PACCT STAFF DISCIPLINARY PROCEDURE

PACCT Staff Disciplinary

Procedure

Policy owner :	Manager People & Capability
Related policies and documents:	William Angliss Institute of TAFE PACCT Enterprise Agreement 2023 Schedule 3 Code of Conduct for the Victorian Public Sector Code of Conduct for WAI Employees Fair Work Act 2009

Purpose

To ensure that disciplinary procedures are followed in accordance with relevant legislation and principles of natural justice.

Objectives

- Encourage improvement in work performance and/or conduct of employees.
- Resolve performance management issues in a timely and confidential manner.
- Ensure due process is followed before any formal disciplinary action is taken.

Procedure

This procedure applies to all PACCT staff employed by William Angliss Institute of TAFE (WAI).

When to Apply Disciplinary Action

Disciplinary procedures should not be entered into lightly and should be seen as recourse only when other performance management, counselling or employee support strategies have not produced a desirable result, or where an immediate response to a situation is appropriate.

Substandard performance and types of action which will result in disciplinary action being invoked may include:

- Disobeying or disregarding a lawful and reasonable instruction.
- Committing any act of misconduct.
- Employee performing below standards described in position descriptions or terms of employment.
- Committing any breach of the Policies and Procedures of the Institute.
- Contravening any legislation governing the Institute.
- Committing any breach of relevant standards or code of conduct.

Serious Misconduct

In cases of serious misconduct the Institute may proceed directly to either the final action stage or formal inquiry stage of these procedures. The Institute reserves the right to suspend the employee with pay while the inquiry takes place. Nothing in these procedures shall affect the right of the Institute to summarily dismiss an employee where the serious misconduct is sufficiently grave that it would be unreasonable to require the employer to continue the employment of the employee concerned during the required period of notice. In this case summary dismissal (dismissal without notice) may be warranted. Serious misconduct includes: wilful, or deliberate, behaviours by an employee that is inconsistent with the continuation of the contract of employment, conduct that causes imminent and serious risk to: the health or safety of a person, or the reputation, viability or profitability of the employer's business.

Principles of Natural Justice to Apply

- Any allegation against an employee should be made known to that employee.
- The employee must have the opportunity to respond to the allegations and have their responses considered.
- All investigations and decisions must be made by persons with appropriate authority.
- An employee should be given the opportunity to improve work performance or behaviour before sanctions are applied (except in the circumstance of serious misconduct).
- Employees should feel confident that they will not suffer any victimization or discrimination as a result of being subjected to the disciplinary process.
- In all instances, appropriate confidentiality shall be maintained.

Application of these Procedures will also take into consideration

- Length of service of the employee.
- Previous record of employee.
- Seriousness of misconduct.
- Prior written warnings.

Key Implementation Guidelines

These procedures comprise four key stages; an initial performance discussion(s), a first written warning, final written warning and final action. Where substandard performance is at issue, performance management strategies will generally be applied before warnings are given. It is expected that disciplinary matters will be resolved in a timely manner, and that most matters would be resolved following the initial performance discussion.

However the procedure may commence at first or final written warning as appropriate, or be dealt with as a matter of serious misconduct which may warrant summary dismissal.

Initial Performance Discussions

- During this phase, the manager and staff member shall attempt to resolve difficulties through discussion including constructive criticism, cooperation and where appropriate, assistance with specific training and development.
- The manager will make a record of the discussion including detail of further actions to be taken and a copy provided to all parties.

First Written Warning

In the event that unsatisfactory performance or conduct continues, the disciplinary process enters the first written warning stage.

- The Manager/Supervisor advises the employee of allegation(s).
- An interview between the employee and the Supervisor/Line Manager shall be arranged and the employee given the opportunity to have a support person present.
- The employee will be given the opportunity to respond to the allegations.
- The employee's response to the allegation(s) shall be considered. Further investigation of the issues may be undertaken by the Supervisor/Manager.
- Where the allegations are substantiated, actions required to rectify the performance issue are determined and communicated to the employee.
- A review period shall be set during which the employee's performance will be monitored.
- A Record of the interview shall be prepared detailing:
 - The reason for the interview.
 - An outline of actions to be taken to rectify the problem.
 - The date on which performance will be reviewed.
 - Advice of the consequence of continued unsatisfactory performance.

This shall be sighted and signed by all parties. The employee retains a copy and a copy shall be placed on the employee's personal file. If the employee declines to sign the document, this shall be noted on the document.

- At the end of the review period, a meeting shall be arranged with the employee to discuss their progress towards meeting the performance or conduct requirements outlined. The employee will be given the opportunity to have a support person present. If the required improvement has not been

achieved the disciplinary process may continue.

Final Written Warning

In the event that unsatisfactory conduct or performance continues, the disciplinary process enters the final warning stage.

- The Manager/Supervisor advises the employee of allegations or ongoing performance issue(s).
- An interview between the employee and the Supervisor/ Line Manager shall be arranged and the employee given the opportunity to have a support person present.
- The employee will be given the opportunity to respond to the allegation(s) or performance issue(s).
- The employee's response shall be considered. Further investigation of the issues may be undertaken by the Supervisor/Manager.
- Where the allegations are substantiated, actions required to rectify the performance issue are determined and communicated to the employee.
- A review period shall be set during which the employee's performance will be monitored.
- A Record of Interview shall be prepared detailing:
 - The reason for the interview,
 - An outline of actions to be taken to rectify the problem
 - The date on which performance will be reviewed
 - Possible sanctions to be applied if unsatisfactory performance or conduct continues; such as termination of employment.

This shall be sighted and signed by all parties. The employee retains a copy and a copy shall be placed on the employee's personal file. If the employee chooses not to sign the document, this shall be noted on the document.

- At the end of the review period, a meeting shall be arranged with the employee to discuss their progress towards meeting the performance or conduct requirements outlined. The employee will be given the opportunity to have a support person present. If the required improvement has not been achieved the disciplinary process will continue to the final action stage.

Final Action

In the event that unsatisfactory performance or conduct continues, the disciplinary process enters the final action stage.

- The Manager/Supervisor advises the employee of allegations.
- An interview between the employee and the Supervisor/ Line Manager shall be arranged and the employee given the opportunity to have a support person present.
- The employee shall be given the opportunity to respond to the allegation(s).
- The employee's response shall be considered. Further investigation of the issues may be undertaken by the Supervisor/Manager.
- Where the allegations are substantiated, an appropriate sanction as outlined in 'Courses of Action that may be adopted' shall be determined. If termination of employment is deemed appropriate, the process will proceed to the formal inquiry stage.

Formal Inquiry

An inquiry shall be initiated by the CEO or by a Manager after consultation with the CEO. However, the inquiry shall not take place unless there is evidence that the disciplinary procedures have been followed. Evidence that the disciplinary procedures have been followed will not indicate the substance or subject of the discussions other than to state that they took place in line with the disciplinary procedures. An exception to this requirement will be in the case of alleged serious misconduct where an inquiry may be initiated without evidence of prior disciplinary procedures.

Note: A formal inquiry will not take place in circumstances where the employee makes an admission of guilt to all allegations or the employee declines the option of the formal inquiry.

Any inquiry shall be conducted as soon as possible by one of the following processes:

- The employee may elect to put their case directly to the CEO in a confidential meeting. or
- The Institute will appoint an independent internal or external investigator agreed by the parties. The investigator shall have access to all relevant information. The staff member concerned and his or her representative shall be entitled to present written or verbal evidence to the investigator as will management. Witnesses may be called by either party. The independent investigator shall report their findings to the CEO.

Courses of action that may be adopted

Where disciplinary action is considered, the following is a list of courses of action that may be adopted by the employer:

- a) Dismiss the complaint with a letter to that effect being placed on employee's file
- b) Take no action
- c) Reprimand the employee
- d) Transfer the employee
- e) Withhold a salary increment
- f) Withdraw privileges
- g) Terminate the employment
- h) Demote the employee
- i) Suspension

Definitions

- **PACCT Staff** – Employees employed under the William Angliss Institute of TAFE PACCT Staff Enterprise Agreement 2015 (or successor Agreements)
- **NTEU** – National Tertiary Education Union
- **Summary Dismissal** – Dismissal without notice (instant)
- **Support Person** - The support person shall be a person nominated by the employee to provide support and/or represent the employee during the process. This may include a representative of the Union but not a legal counsel or family member.
- **Review Period** - Time periods between provision of warnings and review are generally in excess of two weeks but less than three months