



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Chisholm Institute
(AG2019/2815)

CHISHOLM INSTITUTE PROFESSIONAL STAFF ENTERPRISE AGREEMENT 2018

Educational services

COMMISSIONER HARPER-GREENWELL

MELBOURNE, 3 SEPTEMBER 2019

Application for approval of the Chisholm Institute Professional Staff Enterprise Agreement 2018.

[1] An application has been made for approval of an enterprise agreement known as the *Chisholm Institute Professional Staff Enterprise Agreement 2018* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Chisholm Institute. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. Pursuant to s.201(3), the undertakings are taken to be a term of the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in Section 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[4] The National Tertiary Education Industry Union, being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement was approved on 3 September 2019 and, in accordance with s.54, will operate from 10 September 2019. The nominal expiry date of the Agreement is 31 October 2022.



COMMISSIONER

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Annexure A



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Dear Commissioner Harper-Greenwell

**Chisholm Institute Professional Staff Enterprise Agreement (AG2019/2815)
Written Undertakings**

For the purposes of the Commissioner's review of the application, Chisholm Institute hereby undertakes the following in relation to the **Chisholm Institute Professional Staff Enterprise Agreement 2018**.

1. Rates of Pay Modern Award Classification Level 1

The Institute does not intend to have employees classified at Level 1, however should this occur the Institute undertakes that it will ensure employees are paid no less than the current Award rates of pay as stipulated by the Educational Services (Post-Secondary Education) Award 2010 (**the Award**)

2. Clause 18.1 (a)

The Institute undertakes that it will also consider requests for a change in working arrangements under clause 18.1 if the employee is a parent, or has the responsibility for the care of, a child who is of school age.

3. Clause 24

The Institute does pay in line with the wages stipulated in the Educational Services (Post-Secondary Education) Award 2010 (**the Award**) for all trainee and wage supported employees. The Institute undertakes and submits that the employees are better off overall due to the Agreement entitlements listed below:

Clause 35.1: the provision of 30 days personal leave

Clause 35.24: the provision of three days compassionate leave

Clause 40.8: the parental leave provisions

Clause 9.1: the provision of purchase leave

Clause 12: the provision of accident make up pay

Clause 43: the provision of Family Violence leave of 20 days

Clause 38.1: the provision of 5 days paid Community Service and reasonable unpaid leave

In addition, Chisholm Institute undertakes that it will pay an additional \$5.00 per week above the Award rate for employees in this category.”

4. TOIL Arrangements

Chisholm Institute undertakes that it will apply the provisions of clause 24.3 of the Educational Services (Post-Secondary Education) Award 2010 (**the Award**) in the event of any inconsistency, including

- the provisions of sub-clause 24.3 (f) of the Award, enabling an employee to at any time request overtime payment instead of previously agreed TOIL accumulation and that payment in relation to such a request will be made in the next pay period;
- the provisions of sub-clauses 24.3 (e) and (g) of the Award providing that TOIL must be taken within 6 months of the overtime being worked, and that if it is not so taken, the overtime will be paid in the next pay period following those six months;
- the provisions of sub-clause 24.3 (h) of the Award providing that the Institute must keep a copy of any agreement to take TOIL instead of payment for overtime;
- the provisions of sub-clause 24.3 (k) of the Award that the Institute must not exert undue influence or pressure on an employee in relation to a decision to make, or not make, an agreement to take time off instead of payment for overtime; and
- the provisions of sub-clause 24.3 (k) of the Award providing that on termination of employment, any untaken TOIL accumulation will be paid out at the relevant overtime rate.

5. Carer’s Leave

In relation to the taking of personal/ carer’s leave, Chisholm Institute undertakes to apply the provisions of the National Employment Standards without restriction, including by applying clause 35.17 as though the first sentence were deleted and it read:

35.17. 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.

Signed for and on behalf of Chisholm Institute



Delia McIver
Executive Director, People, Culture & Safety
30 August 2019

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

CHISHOLM INSTITUTE PROFESSIONAL STAFF ENTERPRISE AGREEMENT 2018

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PART A APPLICATION AND OPERATION

1. TITLE

This Agreement shall be known as the Chisholm Institute Professional Staff Enterprise Agreement 2018.

2. DEFINITIONS

For the purposes of this Agreement:

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

Agreement means this Agreement.

Casual Employee means an Employee who is engaged and paid by the hour.

CEO means the person appointed as the Chief Executive Officer by the Employer.

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

Employee means a person employed in a position to which the classification descriptors appended to this Agreement apply.

Employer means Chisholm Institute.

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

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

FWC means Fair Work Commission.

Institute has the same meaning as Employer.

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

NTEU means the National Tertiary Education Union.

Ordinary Rate per Hour means the hourly rate payable to an employee by applying the formula:
$$\frac{\text{Annual salary} \times 14}{365.25 \times 76}$$

Overtime means time authorised to be worked by an employee in excess of or outside of the ordinary hours of duty except that part time employees who work in excess of their rostered hours will be paid overtime at the appropriate rate in accordance with the Agreement.

PACCT means a person employed as a Professional, Administrative, Clerical, Computing and Technical (PACCT) Staff member at the commencement of this Agreement. PACCT has the same meaning as employee.

Professional staff has the same meaning as employee.

Party and Parties means Chisholm Institute, the NTEU and employees who are covered by this Agreement.

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 defacto relationship, without discrimination as to gender and includes a former partner.

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.

Public Holiday means any or all of the holidays specified in clause 33 Public Holidays of this Agreement.

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

Schedules means the schedules annexed to this Agreement.

TAFE means Technical and Further Education.

UNION has the same meaning as NTEU.

3. DATE AND PERIOD OF OPERATION

- (a) 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 reach its nominal expiry date on 31 October 2022.
- (b) An employee who is covered by this Agreement who commences his or her 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 re-open negotiation six months prior to the nominal expiry date of this Agreement for the purposes of negotiating a new Agreement.

5. SCOPE AND APPLICATION

This Agreement covers:

- (a) Chisholm Institute;
- (b) The National Tertiary Education Union if a notice is provided to the FWC pursuant to section 183 (1) of the Act; and
- (c) Professional staff other than Executives employed under an Executive contract pursuant to the Ministerial Directions to TAFE Institutes on the employment of staff.

6. RELATIONSHIP TO OTHER AGREEMENTS

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

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 during the life 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 the employees.

9. INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 9.1 An employee and the Employer may agree to make an individual flexibility arrangement pursuant to this clause to vary the effect of terms of this Agreement if:
- (a) the arrangement (available to all employees) deals with one (1) or more of the following matters:
 - entering into purchased leave arrangements as detailed in clause 42 of this Agreement
 - cashing in of excess annual leave balances in accordance with clause 39.8-39.11
 - (b) the arrangement (only available for employees who the Institute pays 10% above the salary classification 8.4 as indexed from time to time) deals with one (1) or more of the above or following matters:
 - arrangements about when work is performed;
 - overtime rates;
 - penalty rates;
 - allowances; and
 - leave loading;
 - (c) the arrangement meets the genuine needs of the employee and Employer in relation to the matters mentioned in paragraph (a)
 - (d) the arrangement is genuinely agreed to by the employee and Employer.
- 9.2 An employee may nominate a representative to assist in negotiations for an individual flexibility arrangement.
- 9.3 The Employer must ensure that any individual flexibility arrangement will result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.
- 9.4 The Employer must ensure that an individual flexibility arrangement is in writing and signed by the employee and Employer. If the employee is under 18 the arrangement must also be signed by a parent or guardian of the employee.
- 9.5 The Employer must give a copy of the individual flexibility arrangement to the employee within 14 days after it is agreed to.
- 9.6 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; how the arrangement will vary the effect of the terms;

- (b) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and the day on which the arrangement commences.

9.7 The Employer must ensure that any individual flexibility arrangement:

- (a) is about matters that would be permitted matters under section 172 of the Act if the arrangement were an enterprise agreement;
- (b) does not include any term that would be an unlawful term under section 194 of the Act if the arrangement were an enterprise agreement; and
- (c) provides for the arrangement to be terminated:
 - by either the employee or Employer giving a specified period of written notice, with the specified period being not more than 28 days; or
 - 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 s.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 settling clause, the respondents 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; or
- (c) the exemptions in s.351 (2) of the Act.

11. OCCUPATIONAL HEALTH AND SAFETY

11.1 The Employer and employees shall at all times comply with the provisions of the Occupational Health and Safety Act 2004 (Vic) as amended from time to time.

11.2 The Employer shall provide and maintain so far as is practicable for employees a working environment that is safe and without risks to health.

11.3 Employees shall at all times conduct themselves in a safe and responsible manner and comply with the Employer's Occupational Health and Safety Policies and Procedures.

11.4 The Employer shall encourage employees to take a constructive role in promoting improvements in occupational health, safety and welfare, and to assist the Employer in achieving a healthy and safe work environment.

11.5 An employee who becomes aware of a situation which is unsafe is responsible for immediately

reporting the information to the appropriate manager or Occupational Health & Safety representative.

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

12. ACCIDENT MAKE-UP PAY

12.1 An Employer will pay or cause to be paid accident make up pay during an incapacity of an employee as defined by the *Accident Compensation Act 1985* (Vic) as amended from time to time and the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) 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.

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

Any absence from work during a period of makeup pay will be exclusive of any sick leave entitlement due and owing to the employee.

12.3 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.

13. SUPERANNUATION

13.1 The Employer will enrol new employees in the VicSuper fund administered by VicSuper Pty Ltd unless the employee chooses to nominate an alternative, complying superannuation fund from the Register of Complying Super Funds.

13.2 Employer contributions are made according to the Superannuation Guarantee (Administration) Act 1992 (Cwth) and the Superannuation Legislation Amendment (Simplification) Act 2007 (Cwth) and are made during periods of paid leave and during periods when the employee is entitled to receive weekly payments for Workers Compensation up to a maximum of 52 weeks.

13.3 Employees who are members of closed Statutory defined benefits (Revised and New) schemes administered by the Government Superannuation Office shall retain their membership of those schemes. Should an employee cease to be eligible to be a member of that defined benefits scheme or, on account of age, exempt out of the scheme's arrangements, the Employer shall apply the arrangements specified in clause 13.2 to the employee.

13.4 The Employer will contribute an amount equal to that required under Superannuation Guarantee legislation to a complying superannuation fund for all employees who are members of an accumulation superannuation scheme including those over 70 years of age.

PART C COMMUNICATION, CONSULTATION AND DISPUTE RESOLUTION

14. CONSULTATIVE COMMITTEE

- 14.1 The parties recognise the importance of significant consultation during the period of the Agreement on matters involving the implementation of this Agreement, and matters affecting employees generally or in a particular case. To this end the parties are committed to a cooperative approach to such matters involving joint participation and consultation.
- 14.2 A Consultative Action Team (CAT) will operate for the purpose of implementing and monitoring this Agreement. The CAT will also be the forum through which the Employer and the Union consult generally on matters affecting employees. The CAT shall meet during ordinary hours.
- 14.3 The CAT will comprise two Employer representatives and two union representatives from the local branch of the union. It is recognised that from time to time additional representation on behalf of the Employer or the union may be involved.
- 14.4 The CAT will meet at least six times a year to discuss issues outlined in sub-clause 14.1 and on any other matter on which the parties agree to meet.

15. CONSULTATION

- 15.1 Where the Employer proposes 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.
- 15.2 The relevant employees may appoint a representative for the purposes of the procedures in this term (which may be the Union).
- 15.3 "Significant effects" shall include termination of employment, major changes in the composition, operation or size of the Employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations and the restructuring of jobs, provided that where the Agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

Duty to Discuss Change

- 15.4 The Employer shall discuss with the employees affected, the employee's representative and the Union, inter alia, the proposed changes referred to in sub-clause 15.1 above, the effects the changes are likely to have on employees, measures to avert or mitigate the adverse effects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or the employee's representative and the Union in relation to the changes.
- 15.5 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 sub-clause 15.1 above.
- 15.6 For the purposes of such discussion, the Employer shall provide in writing to the employees concerned, the employee's representative and the Union, all relevant information about the changes including the nature of the changes proposed; the expected effects of the changes on employees and any other matters likely to affect employees, provided that the Employer shall not be required to disclose confidential information the disclosure of which would be prejudicial to the Employer's interests.
- 15.7 The Employer shall have regard to matters raised in discussions with affected employees, the employee's representative and the Union but the Employer shall retain the right to decide on the introduction of the changes.

Consultation about changes to rosters or hours of work

- 15.8 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 representative, if appointed and identified for the purposes of this consultation, about the proposed change.
- 15.9 The Employer must:
- (a) provide to the employee or employees affected and their representative, if appointed and identified for the purposes of this consultation, 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 representative, if appointed and identified for the purposes of this consultation, 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 representative.
- 15.10 Consultation will occur in a timely manner having regard to extent of the change to the ordinary time roster advised by the Employer.
- 15.11 The requirement to consult under clause 15.8-15.10 does not apply where an employee has irregular, sporadic or unpredictable working hours.
- 15.12 These provisions are to be read in conjunction with other provisions concerning the scheduling of work and notice requirements.

16. DISPUTE RESOLUTION PROCEDURE

- 16.1 A dispute or grievance arises where an employee or the Union, on the one hand or the Employer on the other, are aggrieved by a decision or action, or a failure to make a decision or act in relation to matters that arise out of, or are reasonably incidental to, matters covered by the Agreement and/or the NES. A dispute may be notified under this clause by an employee, the Union or the Employer.
- 16.2 Disputes between the Employer and employees or the Employer and the Union shall be settled in accordance with the following procedures:
- (a) Any claim or dispute which arises shall, where possible, be settled by discussion between the employee and the immediate supervisor or between the employee's representative of choice, which may be the union, and the Employer as appropriate
 - (b) The union and the Employer shall be notified of all instances where disputes are being resolved in accordance with this clause. The parties to the dispute should use their best endeavours to ensure the continuation of work as normal. This includes the maintenance of the pre-existing status quo or establishment of a mutually acceptable holding position pending the resolution of the dispute
 - (c) If unresolved, the employee has the right to involve a union officer or delegate or other employee representative in a further discussion with the supervisor.
 - (d) If unresolved, or at the request of either party, the employee shall have access to a dispute settlement committee within seven days unless otherwise agreed. Where the dispute exists between the employee's representative of choice which may be the union and the Employer, either party may request the establishment of the committee.

- 16.3 The dispute settlement committee shall consist of:
- (a) two nominees of the Employer; and
 - (b) two nominees of the Union
- 16.4 The dispute settlement committee shall determine its own procedures for the purpose of considering the dispute but shall be required to report to the CEO within five working days of being established.
- 16.5 On receiving the report from the dispute settlement committee, the CEO shall indicate in writing whether the recommendations of the dispute settlement committee have been accepted or not. This decision shall be communicated in writing to the dispute settlement committee and the parties to the dispute within ten working days of receiving the report from the dispute settlement committee.
- 16.6 Nothing in this part shall be read as preventing an employee from seeking assistance from a representative of choice which may be the union at any time.
- 16.7 A dispute subject to this clause shall be resolved where the parties to the dispute reach agreement which is approved by the CEO.
- 16.8 If unresolved, either party may refer the matter to the FWC. It may deal with matter in 2 stages:
- (a) The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) If the FWC is unable to resolve the dispute at the first stage, it may then:
 - I. arbitrate the dispute; and
 - II. make a determination that is binding on the parties.
- Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.
- (c) A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 16.9 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.
- 16.10 An employee may be represented in these procedures by the Union or by another Representative.

Note: The procedures outlined above do not apply to a bona fide health and safety issue.

PART D EMPLOYMENT RELATED MATTERS

17. MODES OF EMPLOYMENT

- 17.1 Modes of Employment" refers to the various ways in which individuals generally enter into employment arrangements with their Employer. Chisholm Institute will provide the following modes of employment:
- (a) ongoing employment, which may be either on a full-time or part-time basis;
 - (b) fixed term employment in accordance with 17.17-17.23 which may be either full-time or part-time; and,
 - (c) casual employment in accordance with 17.10-17.16.
- 17.2 It is recognised the preferred mode of employment as being ongoing. However the Institute

recognises that some fixed-term and casual employment will continue to be necessary. Such employment will be in accordance with the terms of this Agreement. Fixed-term and casual employment will not be used to substitute for ongoing employment.

General

17.3 Subject to 17.10-17.16 (Casual employees and 17.17-17.23 (Fixed Term employee), the Employer may employ persons on a full-time, part-time or casual basis or by way of a fixed-term contract.

17.4 Upon engagement the Employer will inform the employee whether they will be employed on a full-time, part-time or casual basis or by way of a contract.

Full-time Employee

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

17.6 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.

Part-time Employee

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

17.8 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.

17.9 A part-time employee must be rostered for a minimum of two consecutive hours on any day.

Casual Employees

17.10 A casual employee shall only be engaged where the work to be performed is of an irregular nature or of short duration.

17.11 A casual employee shall be entitled to all the provisions of the Agreement save for public holidays and paid leave of any kind except for Long Service Leave for Casuals as outlined in clause 34.12-34.13 of this Agreement.

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

17.13 A casual employee will be paid per hour the ordinary rate plus 25%.

17.14 On engagement a casual employee will be given by the Employer written advice of:

- (a) the classification of the employee;

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

17.15 The parties agree to monitor the use of casuals through consideration at the CAT of reports on the utilisation of casuals and discussion of the use of casuals in compliance with the terms of the Agreement.

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

Fixed term employee

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

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

17.19 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.

17.20 On engagement a fixed term employee will be given by the Employer written advice of:

- (a) the date on which the employment is to commence;
- (b) the date of which the employment is to terminate;
- (c) the classification of the employee;
- (d) the wage rate of the employee;
- (e) the terms and conditions of employment applicable to the employee including details of the process for requesting to have their mode of employment converted to ongoing.

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

17.22 The Employer will normally engage fixed-term employees in circumstances where:

- (a) the position is funded from a specific purpose grant for a project of limited duration;
- (b) the position is vacant as a result of an employee's absence on leave (paid and/or unpaid) or secondment;
- (c) a new organisational 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, a new organisational area shall not include areas providing substantially similar services as have existed previously;
- (d) there has been a new position created to cover short term peak workloads for a period of twelve (12) months or less.

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

17.24 To support the observance of matters related to the modes of employment provisions of this Agreement, the Institute agrees to provide the following information to the NTEU as requested:

17.25 The total number of equivalent full-time (EFT) Professional staff by Business Group/ Area by positions/classification/modes of employment.

18. RIGHT TO REQUEST FLEXIBLE WORKING ARRANGEMENTS

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

- (a) the employee is the parent, or has responsibility for the care, of a child who hasn't yet reached school age;
- (b) the employee is a carer (within the meaning of the Carer Recognition Act 2010);
- (c) the employee has a disability;
- (d) the employee is 55 or older;
- (e) the employee is experiencing violence from a member of the employee's family;
- (f) the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.

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

18.2 To avoid doubt, and without limiting clause 18.1, an employee who:

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

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

18.3 An employee is not entitled to make a request under this clause unless:

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

18.3.2 for a casual employee – the employee:

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

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

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

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

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

- (a) the new working arrangements requested by the employee would be too costly for the Employer;
- (b) that there is no capacity to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee;

- (c) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee;
 - (d) that the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity;
 - (e) that the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service.
- 18.8 If the Employer refuses the request, the written response under clause 18.5 must include details of the reasons for the refusal.

19. PERFORMANCE FEEDBACK AND REVIEW SYSTEM

- 19.1 The parties agree to continue to implement a performance feedback and review system as varied from time to time in accordance with Institute policy. The implementation of annual feedback and review processes empowers professional staff and promotes continuous improvement by:
- (a) providing professional staff with clear expectations and responsibilities;
 - (b) requiring professional staff to reflect on their own performance;
 - (c) developing mutually agreed objectives;
 - (d) recognising achievements;
 - (e) developing a culture of giving and receiving feedback;
 - (f) providing an opportunity for professional staff to discuss factors that may enhance or impede performance; and
 - (g) formalising a professional development plan.
- 19.2 Professional staff with workload concerns will, in the first instance, discuss their concerns with their manager. In conjunction with their manager, Professional staff will use the Performance Feedback and Review System as a tool to both discuss and plan workload issues. In the event that this dialogue and planning does not lead to a satisfactory resolution of workload issues the matter will be referred to the Consultative Action Team for consideration. Ultimately, Professional staff who are of the view that they have an unfair or excessive workload can have the matter resolved via the Dispute Resolution Procedure contained in this Agreement.

20. NOTICE OF TERMINATION

- 20.1 An ongoing or fixed term employee employed at or above the pay point of Professional Staff Level 5.2 (formerly PACCT AO - 7.1) will provide the Employer four weeks' notice in writing of an intention to terminate their employment. All other ongoing or fixed term employees will be required to give two weeks' notice of an intention to terminate their employment.
- 20.2 The notice period may be varied by agreement between the employee and the Employer.
- 20.3 If an employee fails to give notice an Employer may withhold monies from the employee in an amount equal to the ordinary rate of pay for the notice period.

20.4 Where an Employer gives notice of termination it will be in accordance with the period of notice specified in the table below.

Period of continuous service	Period of notice
1 year or less	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

20.5 In addition to the notice in 20.4 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.

Time off during notice period:

20.6 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.

21. REDUNDANCY AND REDEPLOYMENT

21.1 Change is a natural element in the evolution of any organisation. As the operational environment of Vocational Education and Training develops, Chisholm Institute will need to modify its operations to respond to new demands. Economic factors drive many changes, with the need to provide cost-effective services and issues of accountability becoming increasingly important. The pursuit of improvement in service delivery and management changes to organisational structure can also lead to changes that impact on the nature or number of positions required in the Institute on an on-going basis. This may result from time to time in positions being surplus to requirements and staff will be given the opportunity in the first instance to be redeployed to another position within the organisation. employees have the opportunity of refocusing their career or taking on more challenging and fulfilling job roles.

Process

21.2 In the event of decisions likely to result in the redeployment of any employee or group of employees within the Institute, the Institute will ensure that processes are followed which are fair, reasonable and equitable and wherever possible, do not disadvantage any person with regard to benefit entitlements or future employment opportunities.

21.3 Subject to satisfying the requirements of clause 14 and/or 15, where the Institute management proposes to make a decision that a position(s) is surplus to the requirements of the organisation, and that such a decision is likely to result in the redeployment of one or more employees, discussions will be held with employees who may be affected by that decision and, at the election of the employee/s, the employee's representative, which may be the relevant union. Where the position is a Professional staff position discussions will take place at Consultative Action Team meetings. Consultation will also be in accordance with clause 15 of this Agreement.

21.4 The redeployment process will be finalised within 8 weeks following notification to the employee that their employment will be terminated due to their position being surplus to requirements.

21.5 Redeployment will be considered as a primary option prior to any decisions resulting in positions being surplus to requirements.

- 21.6 In the first instance, volunteers will be sought to consider redeployment. The Institute management may reject an expression of interest for voluntary redeployment where selection of that person creates a consequential vacancy or a deficit in the skills required for the Institute's continuing function. In the event of insufficient volunteers, the Institute 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 Institute;
 - (b) any special qualifications or aptitude for the position(s) continuing to be required by the Institute; and,
 - (c) any reasons, including compassionate grounds, advanced by an employee as to why they should not be considered for redeployment. Provided that where a decision is to be made about employees who are otherwise considered to be equal in relation to the above-mentioned criteria, the employee(s) to be identified as surplus to Institute requirements will be that person whose selection causes the least disruption to the continuing operation of the Institute.
- 21.7 Where it is a viable option, the employee will be offered, in writing, the option of redeployment in compliance with the principles of non-discrimination and equal opportunity.
- 21.8 Any acceptable employment offered by management will be of similar time fraction, and where possible positions will be offered at the same classification level, and be commensurate with the skill, qualifications and experience of the employee. If necessary the employee will be offered retraining opportunities sufficient to enable the employee to carry out the primary functions of the new role.
- 21.9 If redeployed to a lower level position the employee will be maintained on their pre- redeployment salary level. This means that the employee's salary will not be increased until such time as the salary of the lower level position increases above their salary maintained level. Employees who are redeployed will retain all leave and other accrued benefits pertaining to their former position.
- 21.10 It is recognised that in some instances Professional staff may be required to involuntarily relocate to a new Chisholm Institute work location. In such an event the affected employee will have access to compensation in line with the Institute's relocation policy. This policy cannot be amended without prior agreement from the affected employee's representatives, which may be the NTEU.
- 21.11 Terms and conditions for retrenchment under this provision are in accordance with relevant Victorian Government policy applying at the time which will be no less favourable than the NES
- 21.12 Excluded from this provision are casual employees, fixed term employees and employees on probation.

Procedure

- 21.13 Review by Institute management determines that a position(s) is no longer required in order to achieve the strategic directions of the organisation.
- 21.14 A consultation schedule will be established by Institute management, including consultative meetings with the Consultative Action Team, affected employees and, advisory meetings with employees regarding redeployment and other Victorian Government policy entitlement options, and counselling/ outplacement programs for redundant professional staff.
- 21.15 A period of up to eight weeks transition commences immediately on the employee receiving written notification that their employment will be terminated due to their position being excess to requirements.

- 21.16 Documentation is prepared and provided to the employees and where appropriate to the employee's representative, which may be the NTEU, at least one week prior to formal consultation regarding:
- (a) the number, classification and location of employees affected who are likely to be excess to Institute requirements;
 - (b) the organisational rationale for performing the identified changes;
 - (c) the likely effect on the employee's responsibilities and working conditions;
 - (d) the possibility of redeployment and advise that, if redeployment is not possible, their employment will end in retrenchment; and
 - (e) any other relevant information as may be reasonably requested.
- 21.17 When all parties are satisfied that the available options have been fully explored and the position is excess to requirements, offers of redeployment are made and/or redundancy is advised.
- 21.18 Consultation will commence with employees and the Consultative Action Team to inform of proposed changes and reasons for abolition of any positions, and to seek input regarding measures to avoid or minimise any redeployment or abolition of positions including any measures to reduce any adverse effects of redeployment or abolition of positions on the employees concerned. Consultation will also be in accordance with clause 15 of this Agreement.
- 21.19 When selecting employees for redeployment from a group of employees, merit based selection, based on the following selection criteria, will apply:
- (a) the relative qualifications, skills and abilities between employees as required for the continuing operation of the Institute;
 - (b) any special qualifications or aptitude for the position(s) continuing to be required by the Institute; and,
 - (c) any reasons, including compassionate grounds, advanced by an employee as to why they should not be considered for redeployment.
- 21.20 Provided that where a decision is to be made about employees who are otherwise considered to be equal in relation to the abovementioned criteria, the employee(s) to be identified as surplus to Institute requirements will be that person whose selection causes the least disruption to the continuing operation of the Institute.
- 21.21 A freeze will be placed on all appropriate internal and external advertising of vacant positions until Institute management determines that the position(s) is/are not suitable for any redeployee, when it can proceed to be advertised.
- 21.22 The Human Resources Business Area (HR), will offer assistance to the employee in the preparation of an up-to-date curriculum vitae. HR will also offer counselling and assistance to the employee regarding redeployment.
- 21.23 If redeployment is a viable option, the employee is provided with detail of available alternative positions within the Institute. The employee will advise HR of his/her interest in suitable positions.
- 21.24 Where HR, in consultation with the relevant business area manager determines that the employee meets the requirements of an alternative position, the redeployment will proceed.
- 21.25 If the relevant business area manager determines the employee is not a suitable applicant, a written statement demonstrating why the person is unsuitable (given the appropriate level of training/coaching/mentoring etc.) must be provided by the relevant business area manager. If the matter cannot be resolved, it will be referred to the CEO, (or nominee), for a decision.

- 21.26 The relevant business area manager of the surplus to requirements position will provide accurate advice on the skills and attributes of the employee to HR and any prospective manager, (with a copy to the employee).
- 21.27 The Institute management, through HR, shall make a formal offer of redeployment to the employee. The employee must, within two weeks, advise the Institute management of his/her intent to accept an offer (in writing) of redeployment.
- 21.28 Where a successful placement is achieved, an appropriate action plan shall be established regarding induction to the new position and a training plan established (if required). The employee and new business area manager agree to a performance review process and a retraining program if necessary.
- 21.29 Where other acceptable employment is offered to the employee and the employee rejects that position, which results in the termination not being a bona fide redundancy, the employee will not be entitled to a redundancy payment consistent with Victorian Government Policy applying at the time.
- 21.30 Where no other acceptable employment is available, or where the employee has an acceptable and justifiable reason for rejecting an offer of redeployment to a position, the employee will be entitled to a redundancy payment in accordance the Victorian Government Public Sector policy which will not be less favourable than the NES.

PART E SALARY, ALLOWANCES AND RELATED MATTERS

22. QUANTUM AND TIMING OF PAY INCREASES

Salary Increases

- 22.1 Upon approval of this Agreement, all existing employees will receive a salary increase in accordance with the salary classification rates and timing outlined in Schedule 1.
- 22.2 Progression through the pay points within the classification level pertaining to each position is accessible following the completion of twelve months on a pay point subject to the Institute's assessment of the employee's experience, acquisition and utilisation of additional skills and knowledge resulting in a net addition to work value.

23. SIGN-ON PAYMENT

- 23.1 A lump sum sign-on payment of \$700 gross (pro rata part time) shall be paid, to current non-Casual employees employed under this Agreement at the date of operation of this Agreement.

24. SUPPORTED WAGE AND TRAINING WAGE

- 24.1 The Employer supports the employment of employees with a disability and in employing such staff will do so consistent with the supported wage arrangements detailed in the Educational Services (Post-Secondary Education) Award 2010.
- 24.2 The Employer may employ employees in Traineeships and where it does so, will employ Trainees consistent with the National Training wage arrangements detailed in the Educational Services (Post- Secondary Education) Award 2010.

25. SALARY PACKAGING

- 25.1 The rates of pay outlined in Schedule 1 may be provided as a salary package by agreement between the Institute and an employee.
- 25.2 Salary packaging shall be available for the purposes of additional superannuation contributions and the provision other benefits, as agreed, between the Employer and employee.
- 25.3 The maximum amount of salary that may be packaged and taken as other than direct salary will normally be 50% of the appropriate rate of Schedule 1. On application to the Executive Director, and on producing satisfactory evidence that financial advice has been received, the maximum amount may be increased up to 100% of the appropriate rate of Schedule 1.
- 25.4 The Institute will encourage employees seeking to enter a salary packaging arrangement to obtain, at the employee's expense, independent financial advice.
- 25.5 Other than normal Institute processing costs, the employee will meet all costs associated with a salary packaging arrangement including any fringe benefit tax component.
- 25.6 In the event of legislative or other changes having the effect of salary packaging increasing the cost to the employee, employees participating in salary packaging may choose to cease or modify the arrangement.
- 25.7 Notwithstanding anything contained in this clause, the employee's salary and wage as defined in Schedule 1 of this Agreement will be used in determining the following:
- termination payments, including superannuation, recreation leave and long service leave entitlements;
 - calculation of redundancy payments;
 - calculation of early retirement payments;
 - superannuation salary.
- 25.8 The Institute will be entitled to recover any payment of salary and others payments paid in advance.
- 25.9 An employee who enters into a salary packaging arrangement shall be entitled to vary that arrangement annually provided that four weeks' notice of intended changes is provided in writing to the Institute. It is the responsibility of the Employer to notify relevant bodies including the superannuation fund of any total employment cost variations for individuals who have entered into these arrangements.
- 25.10 An employee wishing to withdraw from the salary packaging arrangement may do so at any time with four weeks' notice in writing.
- 25.11 The Institute will maintain the option of providing salary packaging subject to such arrangements remaining lawful.

26. ALLOWANCES

Meal allowances

26.1 The following allowances payable to an employee in addition to the employee's classification rate:

	Rate	Application
1	1 hour break - \$19.80 20 minute break - \$13.27	When an employee is required to work overtime of not less than two hours and the overtime includes the hour between 6.00 p.m. and 7.00 p.m. following ordinary hours of work or not less than four hours in other circumstances
2	20 minute break - \$12.23	When an employee is required to work overtime of not less than two hours following ordinary hours of work or not less than four hours in other circumstances
3	Inclusive of 6.00-7.00 p.m. - \$13.27 Exclusive of 6.00-7.00 p.m. - \$12.23	When an employee is required to work overtime of not less than two hours following ordinary hours of work or not less than four hours in other circumstances and who because of safety requirement or by agreement with the Employer is not given a meal break.
4	Reimbursement of actual cost	In all circumstances where an employee purchases a two or more course meal from facilities provided by the Institute the cost of the meal is less than the allowance due.

The allowances will be adjusted on the 1 July each year for the operational life of the agreement based on the CPI - (Cat No. 6401.1) based upon the June quarter figures.

First Aid Allowance

26.2 An employee who has been trained to render first aid and who is a current holder of appropriate first aid qualifications will be paid a first aid allowance amount as specified in the Educational Services (Post-Secondary Education) Award 2010.

Vehicle allowance

26.3 Where an employee, having first obtained approval from the Employer, uses their privately owned motor vehicle for Employer business, the employee shall be paid an allowance through the payroll system based on the motor vehicle Km rate specified by the Australian Taxation Office (ATO) applicable to the employee's vehicle.

26.4 The allowance shall be calculated at the ATO rate each year as at 1 July and be effective from that date.

27. HIGHER DUTIES ALLOWANCE

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

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

Proportional work

27.3 A higher duties appointment may be authorised by a Manager at the level of 25%, 50%, 75% or 100% of the higher duties being undertaken.

27.4 Where an employee performs a proportion of duties of a higher salary an employee will be paid at the highest increment of the employee's classification plus the following allowance:

Proportion of Higher Duties	Allowance
25%-49%	25% of the difference between the highest increment in the employee's actual classification and the salary payable had the employee been promoted to the higher classification
50%-74%	50% of the difference between the higher increment in the employee's actual classification and the salary payable had the employee been promoted to the higher classification
75%-99%	75% of the difference between the highest increment in the employee's actual classification and the salary payable had the employee been promoted to the higher classification

27.5 Where an employee performs a proportion of duties at a higher salary rate and the duties overlap with those of the employee's classification, the employee will be paid a higher duties allowance as follows:

Proportion of Higher	Allowance
25%-49%	25% of the difference between the employee's actual classification rate and the higher salary
50%-74%	50% of the difference between the employee's actual classification rate and the higher salary
75%-99%	75% of the difference between the employee's actual classification rate and the higher salary

Promotion

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

Higher duties and sick leave

27.7 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

Higher duties and long service leave

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

28. PAYMENT OF SALARIES

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

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

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

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

Salary records

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

- (a) payments and deductions;
- (b) sick leave and annual leave credits.

PART F HOURS OF WORK, BREAKS, OVERTIME, SHIFTWORK

29. HOURS OF DUTY

29.1 The ordinary hours of duty as prescribed by the Employer will be between 7.30 a.m. and 7.30 p.m. Monday to Friday, except for shift employees whose ordinary hours of duty will not exceed ten hours inclusive of meal breaks in any single shift.

29.2 The ordinary hours of duty will not exceed 38 per week when averaged over one of

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

30. MEAL BREAKS

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

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

31. SHIFT WORK

Definitions

For the purpose of this clause and the NES:

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

31.2 **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.

31.3 **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.

31.4 **Afternoon or Night Shift** for a part-time employee means any period of duty

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

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

Shift work rates

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

Type of Shift	Shift Rate
Day shift	
Ordinary shift	Ordinary rate
Overtime hours	On a holiday 250% of the ordinary rate, otherwise 200% of the ordinary rate
Afternoon or Night Shift (part time Employee)	
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
Night shift	
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

Continuous shifts

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

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

Payment for weekend work

31.10 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

Time off in lieu

- 31.11 An employee required to work an ordinary shift on a public holiday may elect to be paid 150% of the ordinary rate and will be entitled to one days leave in lieu of the public holiday provided that the employee notifies the Institute of the election within fourteen days of the holiday.
- 31.12 An employee whose rostered day off falls on a public holiday will be granted one days leave in lieu of the public holiday.
- 31.13 Should a public holiday fall within an employee's paid leave that employee will be granted one days leave in lieu of the public holiday.

Alternative shift work arrangements

- 31.14 On 21 days' notice of the proposed change upon consultation the Employer and the employees concerned may agree to extend shifts to up to 9 hours 30 minutes (excluding meal breaks) which would not attract a penalty.
- 31.15 An employee working extended shifts will not be required to work more than 80% of the ordinary working days Monday to Friday.
- 31.16 The parties covered by this Agreement may agree to alternative shift arrangements which do not attract penalties. It will not be mandatory for an employee to work a shift which extends beyond 6.00 p.m. without attracting a penalty.

32. OVERTIME

- 32.1 An employee will be paid overtime for all authorised time work in excess of or outside ordinary hours, excepting for part-time staff who will be paid overtime for work in excess of their normal time fraction.
- 32.2 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

- 32.3 Overtime which is continuous with ordinary hours of duty and extends beyond midnight will be deemed to be performed on the day overtime commenced.
- 32.4 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.
- 32.5 Overtime will be calculated to the nearest 1/4 hour.
- 32.6 Calculation of overtime pay will not include:
- (a) shift allowances; and
 - (b) casual loadings.

32.7 Calculation of overtime pay will include:

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

32.8 Payment for overtime will not be subject to limitation within a work cycle as detailed in 29.2.

32.9 A part-time employee may, following a reasonable management request, agree to a request from the Institute to work hours in excess of their normal time fraction. In such circumstances the employee will be paid at the appropriate overtime rate for all time worked in excess of their normal time fraction.

32.10 A manager's request to a part-time employee to work hours in excess of their normal time fraction shall be related to short term client demand issues, seasonal workload peaks such as enrolment or results entry, employee absences or vacancy issues. A part-time employee may reasonably refuse a request to vary their hours of employment on the basis of:

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

Overtime rates

32.11 Other than shift 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

32.12 Shift employees

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

Time off in lieu of overtime

32.13 An employee in receipt of a salary not exceeding that prescribed for the top pay point of Professional Staff Level 6 may, by mutual agreement between the employee and the Institute reached prior to the overtime being worked, take time off in lieu of overtime payment such time off being calculated in the same manner as prescribed in clause 32.11 for payment for overtime worked.

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

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

32.16 The amount of time off in lieu to be taken shall be calculated in the same manner prescribed in 32.11.

Employee recalled to duty

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

32.18 Where more than one overtime attendance is involved 32.17 will not operate to increase the overtime payment paid to an employee if the employee remained on duty from the time of commencing the first attendance to the time of ceasing any subsequent attendances.

Rest relief after overtime

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

32.20 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.

32.21 An employee required by the Institute to resume or continue to work without having a ten hour break plus reasonable travelling time off duty will be paid at 200% of the ordinary rate of pay until released from duty for a ten hour break plus reasonable travelling time without loss of pay.

Employees to work reasonable overtime

32.22 Subject to clause 32.20 an Employer may require an employee to work reasonable overtime at overtime rates at any time during the seven days of the week.

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

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

PART G LEAVE OF ABSENCE AND PUBLIC HOLIDAYS

33. PUBLIC HOLIDAYS

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

- New Years Day;
- Good Friday;
- Easter Saturday;
- Easter Monday;
- Christmas Day;
- Boxing Day;
- Australia Day;
- Anzac Day;
- Queen's Birthday;
- Labour Day;
- Melbourne Cup Day; and
- Any other day or days gazetted in addition to or substitution of any of the above.

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

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

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

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

Transfer of recognised public holidays

33.6 Subject to agreement between the Employer and a majority of affected employees may agree to observe a public holiday on a day other than the day prescribed in 33.1. If this occurs, the day agreed is the Agreement holiday and the actual holiday becomes an ordinary working day. The Employer will advise the union of such agreement within seven days.

34. LONG SERVICE LEAVE

34.1 An employee other than a casual shall be entitled to long service leave of thirteen weeks after ten years' service.

34.2 An employee shall also accrue long service leave at the rate of 1.3 weeks for every additional year thereafter. Such leave shall be on the individual's full-pay provided that the employee may elect to convert all or part of the period of entitlement to double the period by taking leave on half pay.

- 34.3 An employee other than a casual may access the entitlement in 34.1 above on a pro rata basis after a period of 7 years of continuous service.
- 34.4 For the purpose of determining an employee's entitlement to long service leave, the following shall not count as service:
- (a) Any period of service for which payment in lieu of long service leave has been made by a previous Employer or for which an employee has an entitlement to payment in lieu by a previous Employer. Provided that for the purpose of satisfying the time requirement in 34.1, such service shall be recognised.
 - (b) Any period of service with an authority or institution specified in 34.5 which preceded a break of more than twelve months in the employee's continuous employment.
- 34.5 Subject to 34.4 for the purpose of determining an employee's entitlement to long service leave, non-casual employment at any of the following authorities or institutions count as service, provided that such employee must serve at least three (3) years with the Institute before recognised prior service counts towards the qualifying service for Long Service Leave, except if the employee becomes redundant or retires:
- (a) another Victorian TAFE Institute or University; or
 - (b) a Victorian state primary school or state secondary college; or
 - (c) the Public Service of Victoria; or
 - (d) a public authority as defined by section 5 of the Public Administration Act 2004 (Vic) or its successor; or
 - (e) any other previous Employer as may be agreed between the employee and the Employer at the time of the employee's appointment.
- 34.6 An employee shall be entitled to have service with previous Employers of the employee as provided in 34.5 recognised for the purpose of determining the long service entitlement of the employee provided that:
- (a) An employee shall make any claim for recognition of prior service within six months of the date of appointment. The Employer shall, as soon as possible after the date of the employee's appointment but no later than twelve months from that date, notify the employee in writing as to the amount of prior service recognised for long service leave purposes.
 - (b) In the case of any employee employed on or after 30 August 1994 the amount of service with previous Employers recognised for long service leave purposes shall not exceed ten years.
- 34.7 Where a public holiday occurs during the period that an employee is absent on long service leave no deduction shall be made for that day from the long service leave credits of the employee.
- 34.8 An employee shall be entitled to payment in lieu of long service leave accrued but not taken as at the date of termination of employment where:
- (a) an employee with between than four and seven completed years of service dies or is terminated on account of retirement or ill health or being excess to requirements. The Employer will pay to the employee or, in the case of death, the employee's lawful representative a sum equal to 1/40 of the period of service. To avoid doubt this sum is pro rata of the long service leave entitlement in clause 34.1 above.
 - (b) an employee with between seven and ten 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. To avoid doubt this sum is pro rata of the long service leave entitlement in clause 34.1 above.
- 34.9 An employee granted long service leave shall be paid the following rate of pay:

- (a) where the employee's service has been constant on a full-time or part-time basis, the leave shall be paid at the employee's ordinary rate of pay;
- (b) where the employee's service has been other than constant, the leave shall be paid at a rate of pay based on the employee's mean average fraction calculated over the total period of service;
- (c) where the employee's service consists of both full-time and part-time service, the leave shall be paid at the rate proportional to the amount of such full-time and part-time service.

34.10 Long service leave shall be taken at a mutually agreeable time having regard to the operation of the Employer, provided that a request for leave shall not be unreasonably refused.

34.11 An employee may access long service leave entitlement, on a pro-rata basis, after an initial 7 years of continuous service.

Casual employees

34.12 Casual employees shall be entitled to Long Service Leave in accordance with the Long Service Leave Act 1992 (Vic).

34.13 Except for Casual service with the Employer in accordance with the State Long Service Act 1992 (Victoria) including with no more than 3 months breaks between employment, Casual service with any prior Employers is not recognised for Long Service Leave for any purpose.

35. PERSONAL LEAVE

35.1 On commencement of service an employee (other than casual employees) shall be entitled to a credit of 30 days of personal leave on full pay. Upon completion of two years and for each year of service thereafter on the anniversary of commencement a further 15 days full pay is credited. Unused personal leave shall be cumulative. See 35.20-35.23 for casual employees' entitlements.

35.2 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) and includes a former partner
- (b) child or adult child (including adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee, spouse or de facto spouse of the employee.

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

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

Absence on public holidays

35.4 If the period during which an employee takes paid personal leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is

taken not to be on paid personal leave on that public holiday.

Sick Leave Entitlement

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

Taking of leave

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

Use of annual leave or leave without pay

35.7 If an employee has exhausted all sick leave credits the number of day's absence in excess of the credit may be deducted from annual leave or be taken as leave without pay as agreed between the employee and the Employer.

35.8 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.

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

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

Proof of illness

35.11 If an employee is absent for a period in excess of three continuous days the employee will provide to the Employer a medical certificate; or a statutory declaration setting out the cause of the absence.

35.12 An Employer may require an employee to provide a medical certificate or statutory declaration setting out the cause of the absence, where an absence exceeds an aggregate of five days in any one year. If an employee fails to provide a certificate or a statutory declaration as requested by an Employer, the Employer may refuse to grant sick leave for the days in excess of five days.

35.13 An employee may elect to have any leave in excess of the five days deducted from annual leave; or taken as leave without pay.

35.14 An 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.

Infectious diseases

35.15 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 the relevant State Government health authority if any.

Carer's Leave

35.16 Personal leave may be used as carer's leave to provide care or support in the circumstances outlined in clause 35.3 (b), (c), or (d).

35.17 In normal circumstances an employee must not take Carer's Leave under this clause where another person has taken leave to care for the same person. The employee must, give the Employer notice as soon as practicable (which may be a time after the leave has started) of the intention to take leave, the name of the person requiring care and their relationship to the employee, the reasons for taking such leave and the estimated length of absence.

Evidence supporting claim

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

Unpaid leave

35.19 An employee may take unpaid carer's leave by agreement with the Employer. In the absence of agreement, the employee is entitled to 2 days of unpaid carer's leave for each occasion in the circumstances outlined in 35.3(b), (c) or (d).

Casual employees - Unpaid Personal/Compassionate leave entitlements

35.20 Casual employees are entitled to unpaid Personal/Compassionate Leave and to therefore be unavailable to attend work or to leave work in accordance with the following:

- (a) if the need to care for members of their immediate family or household who are sick and require care or support, or who require care due to an unexpected emergency, or the birth of a child; or
- (b) upon the death of an immediate family or household member.

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

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

35.23 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.

Compassionate leave

Paid leave entitlement

35.24 An employee other than a casual is entitled to up to three days paid leave as compassionate leave on each occasion when a member of the employee's immediate family or a member of the employee's household:

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

35.25 Any unused portion of compassionate leave will not accrue from year to year and will not be paid out on termination. Such leave does not have to be taken consecutively.

Evidence supporting claim

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

36. SABBATICAL LEAVE

36.1 In accordance with Institute policy, a staff member other than a casual or fixed term contract employee may apply for approval to undertake a period of purchased sabbatical leave as follows:

- (a) 12 months leave on 80 per cent of salary, following the staff member having completed 4 years continuous service paid at 80% of salary;
- (b) 6 months leave on 80 per cent of salary, following the staff member having completed 2 years continuous service paid at 80% of salary.

37. SPECIAL LEAVE DUE TO MILITARY CONFLICT DISABILITIES

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

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

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

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

37.3 This leave is in addition to personal leave under clause 35.

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

37.5 For each period of special leave taken, the employee must comply with the notice and evidence requirements outlined in clause 35.18.

38. LEAVE FOR COMMUNITY SERVICES AND JURY SERVICE

Community Service Leave

38.1 Where an employee engages in an eligible community service activity, excluding jury service, he or she is entitled to take up to 5 days paid leave per annum plus such other unpaid leave as is reasonable in the circumstances to support their participation in the activity, provided that the employee's absence is reasonable in the circumstances. An 'eligible community service activity' includes the carrying out of voluntary emergency management activities, and any other activity prescribed in the applicable legislation.

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

Jury Service

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

39. ANNUAL LEAVE

Credit of annual leave

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

39.2 Annual leave entitlement

Employee	Annual leave entitlement
7 Day shift employee*: working ten Sundays or more working less than ten Sundays	Five weeks Four weeks plus 1/2 day for each Sunday worked
All other employees	Four weeks

* A 'shiftworker' for the purpose of the NES is "an employee that works 7 Day shift work under clause 31 and works ten Sundays or more in a year".

When annual leave can be taken

- 39.3 Annual leave will be taken as mutually agreed between the Employer and the employee having regard to the operational needs of the Institute.
- 39.4 Annual leave will be taken within twelve months from the date it was credited to the employee.
- 39.5 The Employer and the employee may agree that the annual leave entitlement may accrue up to a maximum of 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;
- 39.6 An Employer may allow an employee to take annual leave in advance of the entitlement accruing.

Excess annual leave balance

- 39.7 Where an employee has accrued annual leave in excess of an 18 month entitlement that is a balance greater than 40 days the following process will apply:
- (a) The Employer will advise the employee that they have an excess leave balance and seek advice from the employee as to the reason for this;
 - (b) Following discussions with the employee a leave management plan will be developed to reduce the employee's leave entitlement to a maximum entitlement that is thirty days. The plan must detail the leave to be taken to reduce the entitlement to 30 days within a twelve month period from the date of the Employer's advice to the employee or such other period as agreed as reasonable in the circumstances;

- (c) In circumstances where an employee fails to reasonably participate in the development of a leave plan or does not take leave as approved to be taken, and no valid reason supports their action, the Employer may direct the employee to immediately be on annual leave. A direction to place an employee on annual leave shall only take place after consultation with the employee and must be no earlier than nine months after the notice to the employee at 39.7 a).

Cashing out of annual leave

39.8 An employee when considering the development of a plan to reduce their annual leave balance in line with clause 39.7 b) may request approval to cash out up to ten days of annual leave providing that:

- (a) The employee must retain an entitlement to at least four weeks paid annual leave (or pro rata where applicable);
- (b) There is a separate agreement in writing to support the cashing out of leave;
- (c) The employee must be paid at least the full amount that would have been payable had the annual leave been taken;
- (d) The Employer will make the necessary superannuation contribution on the annual leave being cashed out on behalf of the employee.

39.9 The cashing out of accrued annual leave is to be used by an employee as an option of last resort to reduce the employee's annual leave balances and may only be exercised by an employee once during the life of this Agreement.

39.10 The Employer will consider a request for cashing in leave by an employee having regard to the following factors:

- (a) the employee's leave balance;
- (b) the employee's leave taking history and efforts to reduce their accumulated annual leave;
- (c) the operational circumstances of the employee's work area;
- (d) information provided by the employee in their request.

39.11 The Employer will advise an employee within 10 working days of the approval or otherwise of their request to cash out annual leave.

Institute close-down period

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

Payment for annual leave

39.13 The payment for the entire period of annual leave must be made before the employee commences leave unless otherwise agreed between the employee and the Employer.

Annual leave loading

39.14 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 Professional Staff Level 6.

39.15 An employee will be paid the greater of:

- (a) the employees ordinary rate of pay plus a loading of 17½ % 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.

39.16 Annual leave loading will be paid annually in December or at such other time on a date set by agreement between the Employer and the majority of employees.

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

Pro rata leave loading

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

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

Employees not to be on paid leave at certain times

39.20 If a period of annual leave taken by an employee includes a Public Holiday the employee is taken not to be on paid annual leave on that Public Holiday.

39.21 If a period of annual leave taken by an employee includes a period of any other leave (for example, Personal Leave or Community Services Leave), the employee is taken not to be on paid annual leave for the period of that other leave or absence.

40. PARENTAL LEAVE

Application

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

(a) the leave is associated with:

- the birth of a child of the employee or the employee's Spouse; or
- the placement of a Child with the employee for adoption; and

(b) the employee has or will have a responsibility for the care of the child.

Definitions

For the purposes of this clause:

40.2 **Eligible Casual employee** means a Casual employee:

- (a) employed by the Employer on a regular and systematic basis for a continuing period or sequence of periods of employment during a period of at least twelve months; and
- (b) who has, but for accessing parental leave under this clause, a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

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

40.4 Child means:

- (a) in relation to birth-related leave, a child (or children from a multiple birth) of the employee or the employee's Spouse;
- (b) in relation to adoption-related leave, a child (or children) who will be placed with an employee, and:
 - who is, or will be under 16 as at the day of placement, or the expected day of placement;
 - has not, or will not have lived continuously with the employee for a period of 6 months or more, as at the day of placement or the expected day of placement; and
 - is not (otherwise than because of the adoption) a child of the employee or the employee's spouse.

40.5 Primary Caregiver means the person who is the primary carer of a newborn or newly adopted Child. The primary carer is the person who meets the Child's physical needs more than anyone else. Only one person can be a Child's primary carer on a particular day. In most cases the Primary Caregiver will be the birth mother of a newborn or the initial primary carer of a newly adopted child.

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

40.7 Spouse includes a de facto spouse, former spouse or former de facto spouse. The employee's de facto spouse means a person who lives with the employee as husband, wife or same sex partner on a bona fide domestic basis, whether or not legally married to the employee.

Summary of Parental Leave Entitlements

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

	Paid leave	Unpaid leave	Total
Primary Caregiver			
More than 12 months service	14 weeks	Up to 38 weeks	52 weeks
Less than 12 months service	0	Up to 52 weeks	52 weeks
Eligible Casual Employee	0	Up to 52 weeks	52 weeks
Secondary Caregiver			
More than 12 months service	2 weeks	Up to 50 week	52 weeks
Less than 12 months service	0	Up to 52 weeks	52 weeks
Eligible Casual Employee	0	Up to 52 weeks	52 weeks
Pre-natal Leave			
Pregnant Employee	15.2 hours	0 hours	15.2 hours
Spouse	7.6 hours	0 hours	7.6 hours
Permanent Care Leave			
More than 12 months service	2 weeks	Up to 52 weeks	54 weeks
Less than 12 months service	0	Up to 52 weeks	52 weeks
Grandparent Leave	0	Up to 52 weeks	52 weeks

Parental Leave- Primary Caregiver

- 40.9 An employee who has, or will have, completed at least twelve months paid Continuous Service and who will be the Primary Caregiver at the time of the birth or adoption of their Child, is entitled to up to 52 weeks parental leave, comprising:
- (a) 14 weeks paid parental leave; and
 - (b) up to 38 weeks unpaid parental leave.
- 40.10 An employee who will be the Primary Caregiver but has not completed at least twelve (12) months paid Continuous Service at the time of the birth or adoption of their Child is entitled to up to 52 weeks unpaid parental leave.
- 40.11 An Eligible Casual employee who will be the Primary Caregiver at the time of the birth or adoption of their Child is entitled to up to 52 weeks unpaid parental leave.
- 40.12 Only one parent can receive Primary Caregiver parental leave entitlements in respect to the birth or adoption of their Child. An employee cannot receive Primary Caregiver parental leave entitlements:
- (a) if their Spouse is, or will be, the Primary Caregiver at the time of the birth or adoption of their Child;
 - (b) if their Spouse has received, or will receive, paid maternity leave, primary caregiver entitlements, or a similar entitlement, from their Employer; or
 - (c) if the employee has received, or will receive, Secondary Caregiver parental leave entitlements in relation to their Child.
- 40.13 A period of parental leave taken in accordance with this clause must be for a single continuous period.

Parental Leave- Secondary Caregiver

- 40.14 An employee who has, or will have, completed at least twelve months paid Continuous Service and who will be the Secondary Caregiver at the time of the birth or adoption of their Child, is entitled to up to 52 weeks parental leave, comprising:
- (a) 2 weeks paid parental leave; and
 - (b) up to 50 week unpaid parental leave.
- 40.15 An employee who will be the Secondary Caregiver but has not completed at least twelve (12) months paid Continuous Service at the time of the birth or adoption, is entitled to up to 52 weeks unpaid parental leave.
- 40.16 An Eligible Casual employee who will be the Secondary Caregiver at the time of the birth or adoption of their Child is entitled to up to 52 weeks unpaid parental leave.
- 40.17 Only one parent can receive Secondary Caregiver parental leave entitlements in respect to the birth or adoption of their Child.
- 40.18 An employee cannot receive Secondary Caregiver parental leave entitlements where the employee has received Primary Caregiver parental leave entitlements in relation to their Child.

Pre-Natal Leave

- 40.19 A pregnant employee will have access to paid leave totalling up to 15.2 hours per pregnancy to enable the employee to attend routine medical appointments associated with the pregnancy. The Employer should be flexible enough to allow the employee the ability to leave work and return on the same day.

40.20 An employee who has a Spouse who is pregnant will have access to paid leave totalling up to 7.6 hours per pregnancy to enable the employee to attend routine medical appointments associated with the pregnancy.

40.21 The employee is required to provide a medical certificate from a registered medical practitioner confirming that the employee or their Spouse is pregnant. Each absence on pre-natal leave must also be covered by a medical certificate.

40.22 Paid pre-natal leave is not available to Casual employees.

Pre-adoption leave

40.23 An employee seeking to adopt a Child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure.

40.24 The employee and the Employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave.

40.25 Where paid leave is available to the employee, the Employer may require the employee to take such leave instead.

40.26 The Employer may require the employee to provide satisfactory evidence supporting the leave.

Permanent Care leave

40.27 If, pursuant to the Children, Youth and Families Act 2005 (Vic) or any successor to that legislation, an employee (other than a Casual employee), is granted a permanent care order in relation to the custody or guardianship of a child and the employee is the Primary Caregiver for that child, the employee will be entitled to two (2) weeks' paid leave at a time to be agreed with the Employer.

Grandparent leave

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

Continuing to work while pregnant

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

- (a) continues to work within a six (6) week period immediately prior to the expected date of birth of the child; or
- (b) is on paid leave under clause 40.33.

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

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

Personal/Carer's leave

40.31 A pregnant employee, not then on parental leave, who is suffering from an illness whether related or not to the pregnancy, may take any paid and/or unpaid personal/carers' leave in accordance with Clause 35.

Transfer to a Safe Job

40.32 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at their present work, terms and conditions of employment until the commencement of parental leave.

40.33 If there is no safe job available, the employee is entitled to take paid no safe job leave, or the Employer may require the employee to take no safe job paid leave immediately for a period which ends at the earliest of either:

- (a) when the employee is certified unfit to work during the six (6) week period before the expected date of birth by a registered medical practitioner; or
- (b) when the employee's pregnancy results in the birth of a living child or when the employee's pregnancy ends otherwise than with the birth of a living child.

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

Special Parental leave

40.35 Where the pregnancy of an employee not then on parental leave terminates other than by the birth of a living child, the employee may take leave for such periods as a registered medical practitioner certifies as necessary, as follows:

- (a) Where the pregnancy terminates during the first 20 weeks, during the certified period/s the employee is entitled to access any paid and/or unpaid personal/carer's leave entitlements in accordance with clause 35.
- (b) Where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the employee is entitled to paid special maternity leave not exceeding the amount of paid parental leave available under clause 40.8 and thereafter, to unpaid special maternity leave.

Notice and evidence requirements

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

- (a) that the employee will become either the Primary Caregiver or Secondary Caregiver of the Child, as appropriate;
- (b) the particulars of any parental leave taken or proposed to be taken or applied for by the employee's Spouse; and
- (c) that for the period of parental leave the employee will not engage in any conduct inconsistent with their contract of employment.

40.37 At least four (4) weeks before the intended commencement of parental leave, the employee must confirm in writing the intended start and end dates of the parental leave, or advise the Employer of any changes to the notice provided in clause 40.36, unless it is not practicable to do so.

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

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

40.39 An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement or placement occurring earlier than the expected date or in other compelling circumstances. In these circumstances the notice and evidence requirements of this clause should be provided as soon as reasonably practicable.

Commencement of parental leave

40.40 An employee who is pregnant may commence Primary Caregiver parental leave at any time within 14 weeks prior to the expected date of birth of the Child. The period of parental leave must commence no later than the date of birth of the Child.

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

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

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

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

Single period of parental leave

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

Employee Couple- Concurrent Leave

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

40.47 Concurrent leave may commence one week prior to the expected date of birth of the Child or the time of placement in the case of adoption.

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

Parental Leave and Other Entitlements

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

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

40.51 Unpaid parental leave under clause 40.9-40.18, 40.54-40.55 and 40.6, 40.5, 40.20 and 40.22

shall not break an employee's continuity of employment but it will not count as service for leave accrual or other purposes.

Keeping in touch days

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

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

Extending parental leave

40.54 Extending the initial period of parental leave

- (a) An employee who is on an initial period of parental leave of less than 52 weeks under clause 40.9-40.18, may extend the period of their parental leave on one occasion up to the full 52 week entitlement.
- (b) The employee must notify the Employer in writing at least four (4) weeks prior to the end date of their initial parental leave period. The notice must specify the new end date of the parental leave.

40.55 Right to request an extension to parental leave

- (a) An employee who is on parental leave under clauses 40.9-40.18 may request an extension of unpaid parental leave for a further period of up to 12 months immediately following the end of the current parental leave period.
- (b) In the case of an employee who is a member of an employee couple, the period of the extension cannot exceed 12 months, less any period of parental leave that the other member of the employee couple will have taken in relation to the Child.
- (c) The employee's request must be in writing and given to the Employer at least four (4) weeks before the end of the current parental leave period. The request must specify any parental leave that the employee's spouse will have taken.
- (d) The Employer shall consider the request having regard to the employee's circumstances and, provided the request is based on the employee's parental responsibilities, may only refuse the request on reasonable business grounds.
- (e) The Employer must not refuse the request unless the Employer has given the employee a reasonable opportunity to discuss the request.
- (f) The Employer must give a written response to the request as soon as practicable, and no later than 21 days after the request is made. The response must include the details of the reasons for any refusal.

Total period of parental leave

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

40.57 In the case of an employee Couple, the total period of parental leave for both parents combined, including any extensions, must not extend beyond 24 months. The employee's entitlement to parental leave under clause 40.9-40.18 will reduce by the period of any extension taken by a member of the couple under clause 40.54-40.55.

Calculation of pay for the purposes of parental leave

40.58 The calculation of weekly pay for paid parental leave purposes will be based on the average number of ordinary hours worked by the employee over the past three (3) years. The calculation will exclude periods of unpaid parental leave.

40.59 The average number of weekly hours worked by the employee, determined in accordance with clause 40.58 above, will be then applied to the annual salary applicable to the employee's classification and salary point at the time of taking parental leave to determine the actual rate of pay whilst on parental leave.

40.60 Despite clause 40.58 an employee who reduces the time fraction they work to better cope during pregnancy will not have their subsequent paid parental leave reduced accordingly.

Half Pay

40.61 The employee may elect to take any paid parental leave entitlement at half pay for a period equal to twice the period to which the employee would otherwise be entitled.

Commonwealth Paid Parental leave

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

Returning to Work

40.63 Returning to work early

- (a) During the period of parental leave an employee may return to work at any time as agreed between the Employer and the employee, provided that time does not exceed four (4) weeks from the recommencement date desired by the employee.
- (b) In the case of adoption, where the placement of an eligible child with an employee does not proceed or continue, the employee will notify the Employer immediately and the Employer will nominate a time not exceeding four (4) weeks from receipt of notification for the employee's return to work.

40.64 Returning to work at conclusion of leave

- (a) At least four (4) weeks prior to the expiration of parental leave, the employee will notify the Employer of their return to work after a period of parental leave.
- (b) Subject to clause 40.64 (c) an employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to clause 40.32 above, the employee will be entitled to return to the position they held immediately before such transfer.
- (c) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

40.65 Returning to work at a reduced time fraction

- (a) To assist an employee in reconciling work and parental responsibilities, an employee may request to return to work at a reduced time-fraction until their Child reaches school age, after which the employee will resume their substantive time-fraction.
- (b) Where an employee wishes to make a request under clause 40.64 a), such a request must be made as soon as possible but no less than seven (7) weeks prior to the date upon which the employee is due to return to work from parental leave.

Consultation and Communication during Parental leave

40.66 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the Employer shall take reasonable steps to:

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

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

40.68 The employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with clause 40.66.

Extended Family leave

40.69 An employee who is the Primary Caregiver and has exhausted all parental leave entitlements may apply for unpaid Extended Family leave as a continuous extension to their parental leave taken in accordance with this clause. The total amount of leave, inclusive of parental leave taken in accordance with this clause cannot exceed seven (7) years.

40.70 The employee must make an application for extended family leave each year.

40.71 An employee will not be entitled to paid parental leave whilst on extended family leave.

40.72 Upon return to work the Employer may reallocate the employee to other duties.

Replacement employees

40.73 A replacement employee is an employee specifically engaged or temporarily acting on higher duties or transferred, as a result of an employee proceeding on parental leave.

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

40.75 It is agreed that the limitation in clause 17.3 on the use of fixed term employment to replace the employee does not apply in this case.

Casual Employees

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

41. PAID LEAVE FOR INDUSTRIAL RELATIONS TRAINING

41.1 An employee will be granted up to five days leave with pay per calendar year to undertake approved training which will enhance the employee's representative role in dispute resolutions, and implementation of this Agreement.

- 41.2 The Employer may approve paid leave of absence pursuant to sub clause 41.1 in excess of five days and up to a maximum of ten days in any one year provided that the total leave granted in that year and the subsequent year shall not exceed ten days in total.
- 41.3 An employee's application to the Employer for leave under this clause shall be made prior to the taking of such leave. The application must be accompanied by a statement detailing dates, times, venue, and content of the education course.
- 41.4 Leave granted under this clause:
- (a) shall be on full pay which shall include payments which are deemed to be part of pay for all purposes but shall not include 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.
- 41.5 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.

42. PURCHASED LEAVE MODE OF EMPLOYMENT

Purchased Leave

- 42.1 The Institute may make available and implement, where it deems appropriate, a range of family friendly employment arrangements including time fraction variations, leave without pay and the 46/52 employment model where such arrangements meet the needs of both the individual and the service requirements of the organisation.

The Purchased Leave Employment Model

- 42.2 An employee may apply to purchase up to an additional 6 weeks leave in a year through agreeing to reduce their salary to the payment of 46 weeks salary which would be payable over the full 52 weeks. This arrangement shall be known as purchased leave and the additional leave purchased is to be known as Recreation Leave. This will be subject to agreement between the manager and the employee and be based on the operational needs of the area. Such arrangements, once approved by the relevant Director, will commence at a mutually agreed time in accordance with Institute policy/procedure and be reviewed annually to ensure adequate customer service. An employee may purchase from 1 week (51/52) up to the maximum of 6 weeks of recreation leave (46/52). An employee who chooses to enter into the purchased leave mode of employment will return to the 52/52 mode of employment after the agreed period of 1 year has elapsed. No leave loading payment is payable on recreation leave.
- 42.3 Where an employee converts to a purchased leave working arrangement, the supervisor must ensure that any re-allocation of workloads is the subject of consultation with the affected employees and does not create an unreasonable workload for any employee.
- 42.4 The taking and accrual of recreation leave must be in accordance with Clause 39 of this Agreement. It is necessary for the employee and the supervisor to agree on the time of taking leave as early as possible and the Institute accepts that many employees will request this option in order to take leave coinciding with school term breaks.

43. FAMILY VIOLENCE LEAVE

General Principle

- 43.1 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.
- 43.2 Leave for family violence purposes is available to employees who are experiencing family violence to allow them to be absent from the workplace to attend counselling appointments, legal proceedings and other activities related to, and as a consequence of, family violence.

Definition of Family Violence

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

Eligibility

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

General Measures

- 43.6 Evidence of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a registered health practitioner, a Family Violence Support Service, district nurse, maternal and health care nurse or Lawyer. A signed statutory declaration can also be offered as evidence.
- 43.7 All personal information concerning family violence will be kept confidential in line with the Employer's policies and relevant legislation. No information will be kept on an employee's personnel file without their express written permission.
- 43.8 No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family violence.
- 43.9 The Employer will identify contact/s within the workplace who will be trained in family violence and associated privacy issues. The Employer will advertise the name of any Family Violence contacts within the workplace.
- 43.10 An employee experiencing family violence may raise the issue with their immediate supervisor, Family Violence contacts, union delegate or nominated Human Resources contact. The immediate supervisor may seek advice from Human Resources if the employee chooses not to see the Human Resources or Family Violence contact.
- 43.11 Where requested by an employee, the Human Resources contact will liaise with the employee's manager on the employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with clause 43.13-43.14 and clause 43.15-43.18.
- 43.12 The Employer will develop guidelines to supplement this clause and which details the appropriate action to be taken in the event that an employee reports family violence.

Leave

- 43.13 An employee experiencing family violence will have access to 20 days per year of paid special leave for medical appointments, legal proceedings and other activities related to family violence (this leave is not cumulative but if the leave is exhausted consideration will be given to providing additional leave). This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.
- 43.14 An employee who supports a person experiencing family violence may utilise their personal/carer's leave entitlement to accompany them to court, to hospital, or to care for children. The Employer may require evidence consistent with clause 43.6-43.12 from an employee seeking to utilise their personal/carer's leave entitlement.

Individual Support

- 43.15 In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the Employer will approve any reasonable request from an employee experiencing family violence for:
- (a) temporary or ongoing changes to their span of hours or pattern or hours and/or shift patterns;
 - (b) temporary or ongoing job redesign or changes to duties;
 - (c) temporary or ongoing relocation to suitable employment;
 - (d) a change to their telephone number or email address to avoid harassing contact;
 - (e) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- 43.16 Any changes to an employee's role should be reviewed at agreed periods. When an employee is no longer experiencing family violence, the terms and conditions of employment may revert back to the terms and conditions applicable to the employee's substantive position.
- 43.17 An employee experiencing family violence will be offered access to the Employee Assistance Program (EAP) and/or other available local employee support resources. The EAP shall include professionals experienced specifically in family violence.
- 43.18 An employee that discloses that they are experiencing family violence will be given information regarding current support services

44. RECOGNITION OF CULTURAL OBLIGATIONS

- 44.1 The Employer will recognise the established religious and cultural obligations, practices and activities of its employees.
- 44.2 An employee may be granted Ceremonial/Cultural Leave where she or he has a ritual obligation to participate in ceremonial activity which requires absence from work. Such leave will also include leave to meet the employee's customary and traditional law obligations and is not limited to Aborigines and Torres Strait Islanders.
- 44.3 Such leave shall be without pay and for up to 10 days per annum.
- 44.4 Applications for leave under this clause must be accompanied by documentary evidence of the activity requiring attendance and absence from work.

45. CLASSIFICATION OF POSITIONS

- 45.1 Professional Staff positions shall be classified in accordance with the Classification Definitions & Descriptors in Schedule 2 of this Agreement.
- 45.2 The following procedures shall be used for the classification of Professional staff positions in the Institute with the exception of casual and temporary positions of 6 months or less, in the following circumstances:
- (a) when a position is created
 - (b) where the duties and responsibilities have changed to the extent that it is considered by the incumbent and/or the incumbent's manager that the position is no longer appropriately classified.

Classification Process

- 45.3 A position description shall be developed in consultation with the incumbent and supervisor and shall be signed by the incumbent, the supervisor and the relevant senior manager.
- (a) If the incumbent and the supervisor are unable to come to an agreement with regard to the content of the position description, the matter will be referred to the Consultative Action Team (CAT) for consideration. If the CAT is unable to resolve the matter within an agreed timeline, then the dispute resolution procedures in this Agreement are available to the parties.
 - (b) If the content of the position description is agreed, the position description will then be referred for evaluation by at least one management representative and the employee's representative, which may be a NTEU representative. Normally this process will occur within 10 working days of receipt of the duly signed position description.
 - (c) If the evaluators agree to the classification, the Human Resources Department will advise the incumbent, manager and senior manager within 2 working days of the outcome.
 - (d) If the evaluators do not agree, the matter will be referred for a new evaluation by a group of two management representatives and the employee's two representatives, which may be union representatives.
- 45.4 If this second review group agrees to the classification level of the position description the classification process is completed. If this group cannot agree the matter will be referred the dispute avoidance and resolution processes (Clause 16) of this Agreement.
- 45.5 The date of effect of any reclassification will be the date of the incumbent's signature on the position description or the date specified by all parties as that on which the duties, as described, commenced.

Principles For Evaluations

- 45.6 Evaluations committees shall comprise at least 1 trained employee representative, which may be a union representative and 1 Institute trained representative and shall at all times be composed of equal employee and management representatives.
- 45.7 Evaluators who have a vested interest in a position being reviewed must declare this and rotate or remove themselves from a committee whilst the position is being considered.
- 45.8 Evaluators shall classify positions using the descriptors detailed at Schedule 2 of this Agreement.
- 45.9 Evaluators have the right to request further information or the appearance of any staff member/Manager who is involved in the position description being reviewed.
- 45.10 All evaluators shall be trained in the use of the Descriptors (detailed at Schedule 2 of the

Agreement) in classifying positions and shall receive retraining as required. Gender balance shall be maintained wherever practicable.

45.11 Recommendations in relation to the classification of a position shall normally be by consensus. A minority report may be submitted where consensus is not achievable.

Appeals

45.12 Any incumbent or the incumbent's manager may appeal against a classification decision.

45.13 Pro forma documents setting out the possible grounds for an appeal and the time lines involved will be circulated with the results of the evaluation. An appeal against a classification can be lodged in writing to the Human Resources Department within 5 days of receiving the original evaluation on one or more of the following grounds:

- (e) there was a breach of process
- (f) the documentation contained an error or omission likely to affect the outcome
- (g) the position was incorrectly categorised for the purposes of the evaluating tool.

45.14 Appeals will be heard by a panel of two management and two employee representatives as soon as possible allowing time for organisation and preparation by the panel.

45.15 Any incumbent or the incumbent's manager wishing to appeal shall be given access to the detail of the evaluation they are appealing against.

45.16 Appeal panel members shall not have participated in the previous evaluation that is under appeal.

45.17 An Appeals Committee can recommend that:

- (a) there are no grounds for appeal;
- (b) the earlier decision be confirmed;
- (c) the appeal be upheld and a new classification assigned.

45.18 The employee shall be advised of the decision of the Appeals Committee and the reasons for the decision within 2 working days of the decision being made. The decision of this committee will be final.

46. AGREEMENT IMPLEMENTATION SUPPORT

46.1 The parties agree that the NTEU has a legitimate role in Institute matters as they impact on work of Institute Professional staff. In order for the union to carry out that role Institute Management will provide the following support.

Notification

46.2 An employee appointed NTEU representative shall, upon notification from NTEU, be recognised by the Institute as a representative of NTEU and shall be allowed reasonable time during working hours to meet with staff on matters in this agreement affecting employees represented.

Union Notices

- 46.3 A duly authorised representative of the NTEU shall, subject to the Right of Entry provisions of the Act, have the right on matters pertaining to this Agreement:
- (a) An authorised member of the NTEU branch shall have the right to post or distribute any official notice of the NTEU pertaining to this agreement in each staff room of the Institute;
 - (b) For the purpose of this clause "a duly authorised representative of an association" means a representative of the State NTEU office or an office bearer of the local branch.

Council Leave

- 46.4 Subject to the Institute's operational requirements and that such leave will contribute to a better approach to matters pertaining to this Agreement, an Institute staff member other than casuals who are NTEU Chisholm Institute National Councillors will be entitled to three days paid leave to attend NTEU National and Division Council meetings. Such leave will contribute to a better approach to addressing matters in this Agreement. The request for such leave shall not be unreasonably denied. Such leave will be deducted from the Paid Leave for Industrial Relations Training pursuant to clause 41 of this Agreement. NTEU undertakes to provide a minimum of 14 days' notice of such meetings to the Institute and the employee.
- 46.5 The Institute agrees to the NTEU's reasonable incidental use of equipment such as telephones, facsimiles, photocopiers and electronic communication channels for matters pertaining to this Agreement. The NTEU acknowledges that Chisholm Institute business use of the equipment takes priority over union use of the equipment and in using the equipment for communicating on matters pertaining to this Agreement, the NTEU must abide by Institute policy and procedure.

Backfilling

- 46.6 For matters pertaining to this Agreement, the Institute shall, upon application by the relevant Department Manager provide backfilling to the operational Unit in which NTEU Chisholm Institute Branch Officers (President, Secretary and Branch Committee members) are located.
- 46.7 Only necessary backfilling will be covered as negotiated with the Manager of Human Resources and to a limit decided by the Manager of Human Resources.

47. PROFESSIONAL STAFF DISCIPLINE

Professional staff discipline matters will be dealt with in accordance with Institute policy. The Employer agrees to not amend the policy during the life of this agreement without consultation and agreement with the Union

48. CULTURAL AND CEREMONIAL LEAVE

NAIDOC Week Leave

- 48.1 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.
- 48.2 NAIDOC week leave will not accrue from year to year and will not be paid out on termination of the employment of the employee.

Leave to attend Aboriginal community meetings

48.3 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.

Leave to attend Annual General Meetings of Aboriginal community organisations

48.4 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.

Ceremonial leave

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

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

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

48.6 Where ceremonial leave is taken for the purposes outlined in clause 48.5(a), up to three days in each year of employment will be with pay. Paid ceremonial leave will not accrue from year to year and will not be paid out on termination of the employment of the employee.

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

SCHEDULE 1 - CHISHOLM INSTITUTE PROFESSIONAL STAFF CLASSIFICATION LEVELS AND FULL TIME ANNUAL RATES OF PAY

A	B	C	D	E	F
Classification levels and incremental Points	Current annual full time salary	31-Oct-18	31-Oct-19	31-Oct-20	31-Oct-21
		2.75%	3.00%	3.00%	3.00%
1.1	\$38,592	\$39,653	\$40,843	\$42,068	\$43,330
1.2	\$39,767	\$40,861	\$42,086	\$43,349	\$44,649
1.3	\$40,943	\$42,069	\$43,331	\$44,631	\$45,970
1.4	\$42,125	\$43,283	\$44,582	\$45,919	\$47,297
1.5	\$43,646	\$44,846	\$46,192	\$47,577	\$49,005
2.1	\$45,167	\$46,409	\$47,801	\$49,235	\$50,712
2.2	\$46,690	\$47,974	\$49,413	\$50,896	\$52,422
2.3	\$48,210	\$49,536	\$51,022	\$52,553	\$54,129
2.4	\$49,912	\$51,285	\$52,823	\$54,408	\$56,040
3.1	\$51,472	\$52,887	\$54,474	\$56,108	\$57,792
3.2	\$53,293	\$54,759	\$56,401	\$58,093	\$59,836
3.3	\$55,579	\$57,107	\$58,821	\$60,585	\$62,403
4.1	\$57,014	\$58,582	\$60,339	\$62,150	\$64,014
4.2	\$59,175	\$60,802	\$62,626	\$64,505	\$66,440
4.3	\$61,905	\$63,607	\$65,516	\$67,481	\$69,506
5.1	\$63,678	\$65,429	\$67,392	\$69,414	\$71,496
5.2	\$66,091	\$67,909	\$69,946	\$72,044	\$74,205
5.3	\$68,504	\$70,388	\$72,499	\$74,674	\$76,915
6.1	\$70,896	\$72,846	\$75,031	\$77,282	\$79,600
6.2	\$73,508	\$75,529	\$77,795	\$80,129	\$82,533
6.3	\$76,103	\$78,196	\$80,542	\$82,958	\$85,447
7.1	\$78,700	\$80,864	\$83,290	\$85,789	\$88,363
7.2	\$81,361	\$83,598	\$86,106	\$88,690	\$91,350
7.3	\$84,023	\$86,334	\$88,924	\$91,591	\$94,339
7.4	\$86,684	\$89,068	\$91,740	\$94,492	\$97,327
8.1	\$89,356	\$91,813	\$94,568	\$97,405	\$100,327
8.2	\$92,017	\$94,547	\$97,384	\$100,305	\$103,315
8.3	\$94,678	\$97,282	\$100,200	\$103,206	\$106,302
8.4	\$97,339	\$100,016	\$103,016	\$106,107	\$109,290

SCHEDULE 2 – CLASSIFICATION DEFINITIONS & DESCRIPTORS

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

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

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

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

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

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

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

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

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

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

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

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

Classification Descriptors

Professional Staff Level 1

Education, training & experience

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

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

Task level

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

Judgment and problem solving

Limited opportunity for the exercise of independent judgment, 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.

Professional Staff Level 2

Includes the criteria detailed for the previous level.

Education, training & experience

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

Task Level

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

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

Judgment and problem solving

Exercise judgment 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 judgment 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.

Professional Staff Level 3

Includes the criteria detailed for the previous level.

Education, training & experience

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

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

Task level

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

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

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

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

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

Judgment and problem solving

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

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

Supervision and independence

Duties undertaken under routine supervision. Schedule workloads appropriately.

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

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

Organisational relationship and impact

Operational knowledge of relevant functional areas.

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

Interpersonal skills

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

Professional Staff Level 4

Includes the criteria detailed for the previous level.

Education, training & experience

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

Task level

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

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

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

May involve co-ordination and supervision of other staff.

Judgment 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.

Professional Staff Level 5

Includes the criteria detailed for the previous level.

Education, training & experience

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

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

Task level

Work independently within overall Institute policies and guidelines.

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

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

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

Judgment and problem solving

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

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

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

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

Supervision and independence

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

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

Organisational relationship and impact

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

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

Contribute to the development of policy.

Interpersonal skills

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

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

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

Professional Staff Level 6

Includes the criteria detailed for the previous level.

Education, training & experience

Relevant Degree or relevant post graduate qualification and experience; or

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

Task level

Supervision of others to achieve specified objectives.

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

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

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

Provide sound advice in the area of specialist expertise

Judgment and problem solving

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

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

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

Supervision and independence

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

The employee may have supervisory line management responsibility.

Decisions and actions taken will impact upon programs and projects being managed. Contribute to the development of long term operational strategies

Organisational relationship and impact

Understanding the immediate goals of the Institute and the legal context in which the Institute operates. Detailed knowledge of policies and the impact they have upon the activities of the organisation.

May be required to negotiate with other work areas to achieve objectives that may impact upon other areas of the Institute operations.

Interpersonal skills

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

The ability to motivate and develop employees.

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

Professional Staff Level 7

Includes the criteria detailed for the previous level.

Education, training & experience

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

Task level

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

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

May manage a work area involving the coordination of a range of complex activities or functions. May implement major change programs which may impact on other areas of Institute operations.

Judgment and problem solving

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

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

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

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

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

Supervision and independence

Act under broad direction and independently within broad guidelines determined by management. May manage/supervise other staff.

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

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

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

Organisational relationship and impact

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

Detailed knowledge of policies and the impact they have upon the activities of the organisation. May be required to negotiate with other work areas to achieve objectives.

Interpersonal skills

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

Ability to manage and lead staff.

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

Professional Staff Level 8

Includes the criteria detailed for the previous level.

Education, training & experience

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

Principal specialist in a recognised discipline or specialist area.

Task level

Apply a high level of theoretical and operational knowledge.

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

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

Undertake significant creative, strategic planning and management functions. May be responsible for significant resources.

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

Judgment and problem solving

Provides authoritative advice.

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

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

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

Supervision and independence

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

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

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

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

Organisational relationship and impact

Comprehensive knowledge of related operations.

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

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

Interpersonal skills

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

SIGNATORIES TO AGREEMENT

Signed for and on behalf of Chisholm Institute

Business: ...Chisholm Institute... Address: 121 Stud Road.....

Name: ...Stephen Varty..... Dandenong, Vic 3175

Position: ...Interim CEO.....


Signature: .....

Date: ...30/07/2019.....

Signed for and on behalf of the National Tertiary Education Union
National Tertiary Education Industry Union
Business: Address: Level 1, 120 Clarendon Street
South Melbourne VIC 3205

Name: Matthew McGowan.....

Position: ...General Secretary.....

Signature:

Date: ...26 July 2019.....

Chisholm Institute FORM F17 Attachment 1- Re. Clause 3.3

A	B	C	D	E	F	Modern Award General Staff Classification
Chisholm Professional Staff Classification levels and incremental points	Current annual full time salary	1st pay increase (31 Oct 2018) in Chisholm Agreement submitted to FWC	2nd pay increase (31 Oct 2019) in Chisholm Agreement submitted to FWC	3 rd pay increase (31 Oct 2020) in Chisholm Agreement submitted to FWC	4th pay increase (31 Oct 2021) in Chisholm Agreement submitted to FWC	The selection of annual salaries shown were operative July 2019
		2.75%	3.00%	3.00%	3.00%	
1.1	\$ 38,592	\$37,650	\$40,843	\$42,068	\$43,330	Level 1.1 \$41,086.47
1.2	\$ 39,767	\$40,861	\$42,086	\$43,349	\$44,649	Level 1.2 \$43,120.97
1.3	\$ 40,943	\$42,069	\$43,331	\$44,631	\$45,970	Level 1.3 \$44,466.87
1.4	\$ 42,125	\$43,283	\$44,582	\$45,919	\$47,297	
1.5	\$ 43,646	\$44,846	\$46,192	\$47,577	\$49,005	
2.1	\$ 45,167	\$46,409	\$47,801	\$49,235	\$50,712	Level 2.1 \$45,019.83
2.2	\$ 46,690	\$47,974	\$49,413	\$50,896	\$52,422	Level 2.2 \$45,828.42
2.3	\$ 48,210	\$49,536	\$51,022	\$52,553	\$54,129	
2.4	\$ 49,912	\$51,285	\$52,823	\$54,408	\$56,040	
3.1	\$ 51,472	\$52,887	\$54,474	\$56,108	\$57,792	Level 3.1 \$47,523.83
3.2	\$ 53,293	\$52,759	\$56,401	\$58,093	\$59,836	Level 3.2 \$49,907.85
3.3	\$ 55,579	\$57,107	\$58,821	\$60,585	\$62,403	
4.1	\$ 57,014	\$58,582	\$60,339	\$62,150	\$64,014	Level 4.1 \$51,258.97
4.2	\$ 59,175	\$60,802	\$62,626	\$64,505	\$66,440	Level 4.2 \$53,277.82
4.3	\$ 61,095	\$63,607	\$65,516	\$67,481	\$69,506	
5.1	\$ 63,678	\$65,429	\$67,392	\$69,414	\$71,496	Level 5.1 \$56,887.75
5.2	\$ 66,091	\$67,909	\$69,946	\$72,044	\$74,205	Level 5.2 \$59,595.20
5.3	\$ 68,504	\$70,388	\$72,499	\$74,674	\$76,915	
6.1	\$ 70,896	\$72,846	\$75,031	\$77,282	\$79,600	Level 6.1 \$61,076.73
6.2	\$ 73,508	\$75,529	\$77,795	\$80,129	\$82,533	Level 6.2 \$64,676.23

6.3	\$ 76,103	\$78,196	\$80,542	\$82,958	\$85,447	
7.1	\$ 78,700	\$80,864	\$83,290	\$85,789	\$88,363	Level 7.1 \$66,168.20
7.2	\$ 81,361	\$83,598	\$86,106	\$88,690	\$91,350	Level 7.2 \$70,514.87
7.3	\$ 84,023	\$86,334	\$88,924	\$91,591	\$94,339	
7.4	\$ 86,684	\$89,068	\$91,740	\$94,492	\$97,327	
8.1	\$ 89,356	\$91,813	\$94,568	\$97,405	\$100,327	Level 8 \$74,514.87
8.2	\$ 92,017	\$94,547	\$97,384	\$100,305	\$103,315	
8.3	\$ 94,678	\$97,282	\$100,200	\$103,206	\$106,302	
8.4	\$ 97,339	\$100,016	\$103,016	\$106,107	\$109,290	Level 9 \$78,782.10

Via email: chambers.Harper-Greenwell.C@fwc.gov.au

Dear Commissioner Harper-Greenwell

**Chisholm Institute Professional Staff Enterprise Agreement (AG2019/2815)
Written Undertakings**

For the purposes of the Commissioner's review of the application, Chisholm Institute hereby undertakes the following in relation to the **Chisholm Institute Professional Staff Enterprise Agreement 2018**.

1. Rates of Pay Modern Award Classification Level 1

The Institute does not intend to have employees classified at Level 1, however should this occur the Institute undertakes that it will ensure employees are paid no less than the current Award rates of pay as stipulated by the Educational Services (Post-Secondary Education) Award 2010 (**the Award**)

2. Clause 18.1 (a)

The Institute undertakes that it will also consider requests for a change in working arrangements under clause 18.1 if the employee is a parent, or has the responsibility for the care of, a child who is of school age.

3. Clause 24

The Institute does pay in line with the wages stipulated in the Educational Services (Post-Secondary Education) Award 2010 (**the Award**) for all trainee and wage supported employees. The Institute undertakes and submits that the employees are better off overall due to the Agreement entitlements listed below:

Clause 35.1: the provision of 30 days personal leave

Clause 35.24: the provision of three days compassionate leave

Clause 40.8: the parental leave provisions

Clause 9.1: the provision of purchase leave

Clause 12: the provision of accident make up pay

Clause 43: the provision of Family Violence leave of 20 days

Clause 38.1: the provision of 5 days paid Community Service and reasonable unpaid leave

In addition, Chisholm Institute undertakes that it will pay an additional \$5.00 per week above the Award rate for employees in this category.”

4. TOIL Arrangements

Chisholm Institute undertakes that it will apply the provisions of clause 24.3 of the Educational Services (Post-Secondary Education) Award 2010 (**the Award**) in the event of any inconsistency, including

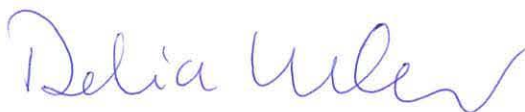
- the provisions of sub-clause 24.3 (f) of the Award, enabling an employee to at any time request overtime payment instead of previously agreed TOIL accumulation and that payment in relation to such a request will be made in the next pay period;
- the provisions of sub-clauses 24.3 (e) and (g) of the Award providing that TOIL must be taken within 6 months of the overtime being worked, and that if it is not so taken, the overtime will be paid in the next pay period following those six months;
- the provisions of sub-clause 24.3 (h) of the Award providing that the Institute must keep a copy of any agreement to take TOIL instead of payment for overtime;
- the provisions of sub-clause 24.3 (k) of the Award that the Institute must not exert undue influence or pressure on an employee in relation to a decision to make, or not make, an agreement to take time off instead of payment for overtime; and
- the provisions of sub-clause 24.3 (k) of the Award providing that on termination of employment, any untaken TOIL accumulation will be paid out at the relevant overtime rate.

5. Carer's Leave

In relation to the taking of personal/ carer's leave, Chisholm Institute undertakes to apply the provisions of the National Employment Standards without restriction, including by applying clause 35.17 as though the first sentence were deleted and it read:

35.17. 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.

Signed for and on behalf of Chisholm Institute



Delia McIver
Executive Director, People, Culture & Safety
30 August 2019