



FairWork
Commission

DECISION

Fair Work Act 2009

s.185—Enterprise agreement

The Trustee For The Geelong Performing Arts Centre Trust T/A Geelong Arts Centre
(AG2022/1789)

THE GEELONG ARTS CENTRE ENTERPRISE AGREEMENT 2021-2024

Live performance industry

COMMISSIONER YILMAZ

MELBOURNE, 15 JULY 2022

Application for approval of The Geelong Arts Centre Enterprise Agreement 2021 – 2024

[1] An application has been made for approval of an enterprise agreement known as the *Geelong Arts Centre Enterprise Agreement 2021 – 2024* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by The Trustee For The Geelong Performing Arts Centre Trust T/A Geelong Arts Centre. 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. 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 are relevant to this application for approval and have been met. The Agreement does not cover all of the employees of the employer, however, taking into account the factors in ss.186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[4] The Media Entertainment Arts Alliance 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 is approved and in accordance with s.54, will operate from 22 July 2022. The nominal expiry date of the Agreement is 30 June 2024.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2022/1789

Application for approval of The Geelong Arts Centre Enterprise Agreement 2021 – 2024

Applicant:

The Geelong Performing Arts Centre Trust

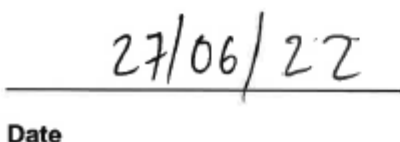
Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Joel McGuinness, Chief Executive Officer for the Geelong Performing Arts Centre Trust, give the following undertakings with respect to the Geelong Arts Centre Enterprise Agreement 2021 - 2024 ("the Agreement"):

1. I have the authority given to me by the Geelong Performing Arts Centre Trust to provide this undertaking in relation to the application before the Fair Work Commission.
2. That the rate of pay for trainees employed under a contract of training will be paid 1% in excess of the rates of pay contained in Schedule E of the Miscellaneous Award 2020.
3. That the ordinary rate of pay for casual employees to which penalties are applied is the casual rate inclusive of the casual loading
4. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.


Signature


Date

The Geelong Arts Centre Enterprise Agreement 2021-2024

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.

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1 Preamble

1.1 The Agreement

The Geelong Arts Centre Enterprise Agreement 2021-24 is made under Section 172(2)(a) of the Fair Work Act 2009.

1.2 Definitions

Term	Definition
The Act	Fair Work Act 2009 (Cth)
The Agreement	Geelong Arts Centre Enterprise Agreement 2021 – 2024 unless otherwise stated
The Award	Live Performance Award 2020 unless otherwise stated
Base rate of pay	Base rate of pay means hourly rate of pay (pre-tax) as outlined in Appendix A
The Centre	The Geelong Arts Centre
Departments	A work team or work unit specified by the Centre management
Emergency	An event or occurrence of which the Centre management could not have had prior knowledge
EAP	Employee assistance program
Employee	Any person employed by the Centre and classified in one of the classification levels referred to in Appendix C or D of the Agreement
Employer	Geelong Arts Centre (the Centre) previously known as the Geelong Performing Arts Centre
FWC	Fair Work Commission
GPAC Trust	The Geelong Performing Arts Centre Trust, a body corporate established under the GPAC Trust Act 1980
Government	State Government of Victoria
IFA	Individual flexibility arrangement
Immediate family member	A spouse, de facto partner (including same sex de facto partner), child, parent, grandparent, grandchild or sibling of the Employee; or A child, parent, grandparent or sibling of a spouse or de facto partner (including same sex de facto partner) of the Employee
LPA	Live Performance Award 2020 or its successor

Management/ management team	Executive/Management team of the Centre
MEAA	The Media Entertainment and Arts Alliance
Medical Practitioner/ Registered Health Practitioner	A health practitioner registered or licensed as a health practitioner under a state or territory law. A registered health practitioner can only issue a medical certificate in relation to the area of practice in which the practitioner is registered or licensed by that state or territory law
National Employment Standards	Means the key minimum entitlements for all Employees guaranteed in legislation
NES	The National Employment Standards
Nominated representative	A nominated representative includes a union representative, legal representative, relative, friend or any other person of an Employee's choice
Performance call	Working on one run-through of any production during which an audience is present and/or an occasion when any video, film, audio recording or broadcasting is undertaken
Ordinary Hours of Work	38 hours per week for full-time Employees Agreed and contracted hours for part-time Employees
RSA	Responsible service of alcohol
Salary/ordinary pay	Means the wage or salary rate, including all performance increments, which an Employee receives in the normal course of his or her duty; provided that salary/ordinary pay does not include any payment for overtime, shift work, standby, travelling allowance, incidental expenses or any payment of a temporary nature
SCC	Staff Consultative Committee
SGC	Superannuation Guarantee Charge
Spouse	Spouse includes a former spouse, a de facto partner and a former de facto partner of the Employee. A de facto partner means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes)
Union	The Media Entertainment & Arts Alliance
VPS	Victorian Public Service

2 Formalities

2.1 Title

This Agreement shall be known as The Geelong Arts Centre Enterprise Agreement 2021-2024.

2.2 Duration of agreement

This Agreement shall come into force seven (7) days after it is approved by the Fair Work Commission (FWC). The nominal expiry date of this Agreement is 30 June 2024. The parties will use their best endeavours to commence negotiations for a new agreement no later than six (6) months prior to the nominal expiry date.

2.3 Parties bound and coverage

This Agreement is binding upon:

- (a) The Geelong Performing Arts Centre Trust (the Centre) in respect of all Employees (as defined in sub-clause (b) below
- (b) All Employees employed by Geelong Performing Arts Centre Trust (the Centre) excluding Employees employed under Victorian Government Public Entity Executive Remuneration Policy contracts (PEERP);
- (c) In accordance with section 183(1) of the Fair Work Act 2009, this agreement will cover the Media Entertainment & Arts Alliance who were bargaining representatives for the Agreement, provided the Fair Work Commission (FWC) notes in its decision to approve the Agreement that the Agreement covers this Union.

2.4 Quantum and timing for pay increases

2.4.1 Pay increases

Over the life of the Agreement Employees will be entitled to the following wage increases:

- 01/12/2021 – 2%
- 02/09/2022 – 2%
- 02/09/2023 – 2%

The Agreement rates of pay inclusive of the increase from the first wage increase in the Agreement (01 December 2021) are set out in Appendix A.

2.5 Exclusion of prior industrial instruments

This Agreement is a comprehensive Agreement and operates to the exclusion of any federal award and previous enterprise agreements between the Centre and its Employees.

However, any entitlement in the nature of an accrued entitlement to an individual's benefit, which has accrued under any such previous certified Agreement, will not be affected by the making of this Agreement.

2.6 Preserved rights/no disadvantage

No Employee will, on balance, have his or her overall pay and conditions reduced as a result of the making of this Agreement.

2.7 No extra claims

It is agreed that up until the nominal expiry date of this Agreement, any extra claims relating to any terms and conditions of the Employees' employment will not be pursued by persons covered by this Agreement.

2.8 Anti-discrimination legislation

The parties to the Agreement acknowledge their statutory obligations in the Fair Work Act and State and Commonwealth anti-discrimination legislation. Accordingly, in acknowledging their obligations, the Centre and Employees must make every effort to ensure that the Agreement provisions are not directly or indirectly discriminatory in their effects.

3 Employment at the Centre

3.1 Terms of engagement

Employees may be employed in one of the following categories:

- (a) Ongoing, full-time or part-time
- (b) Fixed term, full-time or part-time
- (c) Casual
- (d) Trainee

3.1.1 Ongoing employment

Ongoing employment applies where Employees are employed on an open-ended period of employment where there is no end date expressed or implied, subject to the rights to terminate employment by providing prescribed notice periods under this Agreement.

A Full-time

Full-time employment is where an Employee works 38 ordinary hours of work per week.

B Part-time

The hourly rate of pay for part-time Employees shall be made at the equivalent of full-time wage per week divided by 38.

Hours worked in excess of the number of hours specified as ordinary hours in one day or in excess of 38 hours in one week shall be paid at the relevant overtime rates.

Part-time Employees accrue leave entitlements on a pro-rata basis.

C Ordinary hours of work and spread of hours

Ordinary hours of work and spread of hours and minimum calls are addressed in clause 9.2 for administration Employees and clause 10 for operations Employees.

3.1.2 Fixed term

A fixed term Employee is a full-time or part-time Employee who is engaged for an agreed period of time.

3.1.3 Casual

- (a) A casual Employee has the meaning given by Section 15A of the Act.
- (b) Casual Employees shall be engaged as required on an hourly basis with a minimum call of 3 hours with the exception of general staff meetings where the minimum call is 1.5 hours.
- (c) Casual Employees shall be paid in accordance with Appendix A, which includes a loading in lieu of annual leave, paid personal/carer's leave, notice of termination, redundancy benefits and the other attributes of full-time or part-time employment.
- (d) Casual Employees shall be paid at the applicable classification wage rate divided by 38 hours plus a 25% casual loading.

3.1.4 Probationary employment

New full-time and fixed term Employees are subject to a three (3) month probationary period. New part-time Employees are subject to a probationary period that is the equivalent of the lesser of 150 hours of work or a six (6) month period from commencement of employment.

If conduct and/or performance issues are identified during the probationary period, the Employee will be counselled during this period in relation to his or her conduct and/or performance and a written record shall be maintained. The probationary period may be extended by a period of not more than three (3) months to allow for conduct and/or performance issues to be addressed.

- (a) During the probationary period the Centre may terminate a probationary Employee's employment by giving one week's notice or payment in lieu of notice, subject to the right to terminate an Employee's employment without notice or payment in lieu of notice if the Employee who is on probation has committed any act of serious misconduct
- (b) In the event of the termination of employment the Centre must ensure that natural justice prevails in making that decision.
- (c) Unless employment is terminated earlier in accordance with this clause, at the end of the period of probation, the Centre shall confirm the Employee's appointment in writing, or in the event that the Employee's conduct or performance during the probationary period is unsatisfactory, terminate the employment by the giving of one week's notice.
- (d) Once an Employee has successfully completed their probationary period, they will not undergo any further periods of probation in any subsequent positions with the Centre.

3.1.5 Trainees

Trainees engaged by the Centre will be subject to the terms and conditions of this Agreement. The minimum wages and conditions outlined in Schedule E of the Miscellaneous Award 2020 will be taken to be terms and conditions of this Agreement and reference to "this award" in Schedule E of the Miscellaneous Award 2020 will be read as referring to this Agreement and not the Miscellaneous Award 2020.

3.1.6 Overtime

- (a) Overtime means the hours worked, at the direction of the Centre:
 - (i) in addition to an Employee's ordinary daily hours of work on any day; or
 - (ii) in addition to an Employee's rostered ordinary hours of work.
- (b) The Centre must not request or require an Employee to work more than the following number of hours in a week unless the additional hours are reasonable:
 - (i) For a full-time Employee – 38 hours; or
 - (ii) For an Employee who is not full-time Employee – the lesser of:
 - 38 hours; and
 - the Employee's ordinary hours of work in a week.
- (c) The Employee may refuse to work additional hours beyond those referred to in 3.1.6(b)(i) and (ii) if they are unreasonable.
- (d) In determining whether additional hours are reasonable the following must be taken into account:
 - (i) any risk to the Employee's health and safety from working the additional hours;
 - (ii) the Employee's personal circumstances including family responsibilities;
 - (iii) the needs of the workplace or enterprise in which the Employee is employed;
 - (iv) whether the Employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;

- (v) any notice given by the Employer of any request or requirement to work the additional hours;
- (vi) any notice given by the Employee of his or her intention to refuse to work the additional hours;
- (vii) the usual pattern of work in the industry, or part of the industry, in which the Employee works;
- (viii) the nature of the Employee's role and the Employee's level of responsibility;
- (ix) any other relevant matter.

3.1.7 Promotion of security of employment

A New permanent positions

The Centre acknowledges the positive impact that secure employment has on Employees and the provision of services. In this context should it become apparent that the hours worked in a specific position(s) will continue for a period of no less than twelve months, management may consider creating a new permanent position(s). In this instance, systematic casuals may wish to consider applying for such a position(s) and will have the opportunity to consult with management about the position(s).

Consultation shall allow Employees to compare remuneration received for their regular casual hours to that which would apply for the permanent position prior to a decision being made regarding an application.

Where a casual is appointed to a permanent position the Employees' previous service under their contracts will be taken into account when calculating long service leave entitlements.

B Use of short-term consultants and contractors

The Centre will endeavour to give preference to Employees covered by this agreement for any work to be performed under this agreement as the Centre acknowledges the benefits to its business, its stakeholders and to its workforce of engaging Employees directly. However, it is recognised there will be occasions where there is no Employee(s) available with a required skill set; there is not enough time to arrange for an Employee of the Centre to take on a shift; there is a gap before new Employees can commence work; or the Centre is undertaking a short term specialist consultancy, where the Centre may engage contractors to perform the work, including those from agency or labour hire firms. In this instance the Centre will use its best endeavours to keep these engagements to a period of less than one month.

As with all areas of the Centre, working arrangements are subject to annual budget review and the ongoing financial impact. The Centre will consult with Employees and MEAA in accordance with clause 8.3 when it is considering a proposal to outsource work to an external third-party contractor.

C Offers and requests for casual conversion

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

D Volunteers

The Centre Employees may have the responsibility of overseeing and/or directing volunteers. In these circumstances volunteers must also adhere to the Centre's OH&S policy and procedures and (in the case of volunteers associated with a hirer), be part of hirer's risk assessment. Volunteers will not be used to undermine employment conditions of Employees and their inclusion in an event will be at the discretion of the Centre Management.

E Employer of choice for older workers

The Centre values diversity in the workplace and aspires to be an Employer of choice for older workers who may or may not be transitioning into retirement.

F Capacity to perform substantive position

Should the Centre become concerned about an Employee's ability to perform the inherent job requirements of their substantive position, the Centre will discuss its concerns with the Employee to ascertain their longer-term employment plans.

Should the Employee want to remain working in the substantive role the Employee would be required to obtain an assessment from a registered medical practitioner in relation to capacity. The Employee may choose the medical practitioner. The cost of the assessment will be paid by the Centre. In this instance the assessment will include the Centre writing to the medical practitioner of the Employee's choice outlining the inherent requirements of the role and requesting a written response from the medical practitioner.

If it is determined by the medical practitioner that an Employee is no longer able to perform any of the inherent job requirements of their substantive position, the Centre will give consideration to opportunities for redeployment and retraining.

3.2 Higher duties

There may be time when an Employee is required to take responsibility and duties in addition to their current role. The payment of higher duties allowances recognises an increase in responsibility, delegated authority, level of decision making and overall autonomy.

A person who has been directed to perform the duties of a higher position for a continuous period of not less than 5 days shall be paid a higher duties allowance for the whole period served. The following applies:

3.2.1 Approval

Higher duties allowances must be approved by the CEO or their delegate prior to higher duties being undertaken by the Employee.

3.2.2 Range of duties and delegated authority

Managers must discuss the range of higher duties with the Employee ensuring that the Employee is equipped to perform the higher duties and is fully aware of the limits of their delegated authority during the period of working in the higher position.

3.2.3 Formal advice prior to commencement

Managers must advise the Employee and the Manager Human Resources, in writing, of the range of higher duties, the period of higher duties and the proportion of duties performed at the higher position, prior to the commencement of the higher duties.

3.2.4 Rate of pay where an Employee is promoted

Should an Employee be promoted while performing higher duties the date from which the higher rate of pay shall apply is the date that the higher duties assignment commences.

3.2.5 Periods of less than 5 days

Managers may determine that the higher duties allowance can be paid for periods of less than five (5) days when it is apparent that higher duties are being undertaken.

3.2.6 Higher duties allowance rates

Higher duties allowances will be calculated according to the following scale:

Proportion of duties performed in higher position	Rate of higher duties allowance as a percentage of the difference between the Employee's current rate of pay and the rate of pay applicable to the base of the higher position graded or appropriate classification of that person
At least 25% but less than 50%	25% of the difference as described above
At least 50% but less than 75%	50% of the difference as described above
At least 75% but less than 100%	75% of the difference as described above
100%	100% of the difference as described above

3.2.7 Casual Employees performing all duties of a higher position

Casual Employees who have been directed to perform all of the duties of a higher position for one rostered shift shall be paid not less than the minimum salary or wage for the higher position.

3.2.8 Casual Employees performing a proportion of the duties of a higher position

Where casual Employees perform only a proportion of the duties of the higher position the above table will apply.

3.2.9 Penalty rates during a period of higher duties

Penalty overtime rate applicable during the period of higher duties will be calculated and paid at the higher rate for weekly and hourly Employees.

3.2.10 Tasks integral to a position excluded from higher duties

Higher duties will not be paid to Employees for tasks that are considered an integral part of the position. For example the role of the Supervising Technician includes the following duties:

- (a) Conducting tours of the facilities
- (b) Induction procedures
- (c) Participating in and delivering elements of training in workshops
- (d) Sharing knowledge and expertise with all Employees.

3.3 Work life balance, health and wellbeing, and safety

It is agreed that there is a mutual responsibility with regard to the wellbeing and safety of all Employees and a balance between professional and family life.

Managers and Employees are expected, through mutual and open consultation, to balance group and individual workloads, and maintain a healthy work-life balance. A number of strategies and arrangements are available as follows:

- (a) The seasonal nature of business activity levels is acknowledged and it is agreed that there should be balance between the effect of intense work periods and the taking of regular leave breaks. Paid leave in the form of annual leave and time in lieu will be monitored regularly by the use of the Centre Leave Planning Template.

The Centre management will consider an Employee's commitments prior to filling emergency and out of normal hours staffing requirements.
- (b) In addition, home based work arrangements may be agreed between the Centre management and the Employee on a case by case basis taking into account levels of business activity and workplace requirements.

3.4 Right to request flexible working arrangements

3.4.1 Requesting a change in working arrangements

- (a) An Employee may request a change in working arrangements that may include but are not limited to changes in hours of work, changes in patterns of work and changes in location of work (including working from home) in any of the following circumstances:
 - (i) the Employee is a parent, or has responsibility for the care, of a child who is of school age or younger;
 - (ii) the Employee is a carer;
 - (iii) the Employee has a disability;
 - (iv) the Employee is 55 or older;
 - (v) the Employee is experiencing violence from a member of the Employee's family;
 - (vi) 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.
- (b) To avoid doubt, and without limiting clause 3.4.1(a) above, an Employee who:
 - (i) is a parent, or has responsibility for the care, of a child; and
 - (ii) is returning to work after taking leave in relation to the birth or adoption of a childmay request to work part-time to assist the Employee to care for the child.
- (c) The Employee is not entitled to make the request unless:
 - (i) for an Employee other than a casual Employee – the Employee has completed at least 12 months of continuous service with the Centre immediately before making the request; or
 - (ii) for a casual Employee – the Employee is a casual with more than 12 months continuous service with the Centre immediately before making the request; and has a reasonable expectation of continuing employment by the Centre on a regular and systematic basis.

3.4.2 Request must be in writing

The request must be in writing and set out details of the change sought and of the reasons for the change.

3.4.3 Responding to the request

Before responding to a request made under this clause, the Employer must discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regard to:

- (a) the needs of the Employee arising from their circumstances;
- (b) the consequences for the Employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

3.4.4 What the written response must include if the Employer refuses the request

- (a) Clause 3.4.4 applies if the Employer refuses the request and has not reached an agreement with the Employee under clause 3.4.3.
- (b) The written response under clause 3.4.4 must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.

(c) If the Employer and Employee could not agree on a change in working arrangements under clause 3.4.3, then the written response under clause 3.4.4 must:

(i) state whether or not there are any changes in working arrangements that the Employer can offer the Employee so as to better accommodate the Employee's circumstances; and

(ii) if the Employer can offer the Employee such changes in working arrangements, set out those changes in working arrangements.

3.4.5 What the written response must include if a different change in working arrangements is agreed

If the Employer and the Employee reached an agreement under clause 3.4.3 on a change in working arrangements that differs from that initially requested by the Employee, then the Employer must provide the Employee with a written response to their request setting out the agreed change(s) in working arrangements.

3.4.6 Employer must respond within 21 days

The Centre must give the Employee a written response to the request within 21 days, stating whether the Centre grants or refuses the request.

3.4.7 Employer's right of refusal on reasonable business grounds

The Centre may refuse the request only on reasonable business grounds. Without limiting what are reasonable business grounds for the purposes of this clause, reasonable business grounds include the following:

- that the new working arrangements requested by the Employee would be too costly for the Employer;
- that there is no capacity to change the working arrangements of other Employees to accommodate the new working arrangements requested by the Employee;
- 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;
- that the new working arrangements requested by the Employee would be likely to result in a significant loss in efficiency or productivity;
- that the new working arrangements requested by the Employee would be likely to have a significant negative impact on customer service.

If the Centre refuses the request, the written response under subsection (4) must include details of the reasons for the refusal.

3.5 Individual flexibility arrangements

3.5.1 Applicability of individual flexibility arrangements

An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if the arrangement deals with one or more of the following matters:

- (a) when work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances;
- (e) leave loading.

3.5.2 Meeting genuine needs of Employer and Employee

The arrangement should meet the genuine needs of the Centre and the Employee in relation to one or more of the matters mentioned in clause 3.5.1; and;

- (a) the arrangement is genuinely agreed to by the Centre and the Employee.

The Centre must ensure that the terms of the individual flexibility arrangement:

- (i) are about permitted matters under section 172 of the Fair Work Act 2009; and
- (ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (iii) result in the Employee being better off overall than the Employee would be if no arrangement was made.

3.5.3 Arrangement must be in writing

The Centre must ensure that the individual flexibility arrangement:

- (a) is in writing
- (b) includes the name of the Centre and the Employee; and
- (c) is signed by the Centre and the Employee, and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) 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
- (e) states the day on which the arrangement commences.

The Centre must give the Employee a copy of the individual flexibility arrangement within 14 days of agreement.

3.5.4 Termination of the individual flexibility arrangement

The Centre or Employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
- (b) if the Centre and the Employee agree in writing – at any time.

3.5.5 No duress

Entering into an individual flexibility arrangement may not be made a requirement by the Centre for any prospective Employee gaining employment. The Centre and individual Employee must have genuinely made the arrangement without duress or coercion.

3.6 Working off site

3.6.1 Choice

- (a) On occasion the Centre may request that Employees work off site. Employees are given the option of accepting work off site or not. This option does not apply to work performed at Deakin's Costa Hall. All Employees employed off site will be paid under this Agreement.
- (b) An Employee who is temporarily required to undertake duties at a location other than his or her usual place or places of work will have any period of additional travelling time regarded as time worked.

3.6.2 Facilities

The facilities for Employees working off site and at Deakin's Costa Hall shall be comparable to those enjoyed at the Centre. This includes but is not limited to tea/coffee and drinking water provisions, sunscreen and hats for outdoor work, toilet and first aid facilities. When arrangements are being made by the Centre to provide Employees to work off site, these conditions must be negotiated on behalf of Employees.

3.7 Occupational health and safety

The Centre is committed to providing a safe workplace for all Employees through business processes including:

- (a) Annual safety plan
- (b) Incident reporting system
- (c) Maintenance requests system
- (d) Occupational Health and Safety Committee
- (e) Regular renewal of building and equipment infrastructure
- (f) Occupational Health and Safety manual
- (g) Relevant training such as annual emergency procedures, manual handling & first aid.
- (h) Employee support and debriefing for critical incidents
- (i) Negotiated agreed designated work groups/OH&S committee membership

3.8 Flexibility of job design

- (a) All Employees may be directed to carry out such duties as are within the limits of the Employee's skill, competence and training.

For casual Employees offered work under a classification not usually worked by that Employee, the pay rate for that classification will apply. Employees will be notified of the applicable rate when offered the work.

3.9 Payment of wages

Employees shall be paid fortnightly. Payroll is processed and electronically transferred to Employees' bank accounts on the Monday immediately following the end of the fortnight. The timing of the crediting of net pay into an Employee's individual bank account will be dependent on the Employee's banking institution.

In the case of the following public holidays payroll shall be processed on the following working day being a Tuesday:

- (a) Labour Day
- (b) Easter Monday
- (c) Queen's Birthday
- (d) Australia Day – where it falls on a Monday
- (e) Anzac Day – where it falls on a Monday

In the case of the Christmas/New Year period the following shall apply:

- (a) Full-time Employees shall be paid in advance on the last working day prior to Christmas Day to cover the period up to the next payday in the New Year.
- (b) Casual Employees shall be paid on the last working day prior to Christmas Day for work done up to the day before.

- (c) Casual Employees shall be paid for work done from the last working day prior to Christmas Day to New Year's Day on the first working day of the New Year

Adjustments to wages, for any reason, will be made in the next fortnightly pay. In the case of overpayments the value of the adjustment may be spread over more than one fortnight by mutual agreement between the Centre and the Employee.

An option for pay in advance for annual leave purposes will be made available for Employees.

The Centre agrees to pay any reasonable costs incurred by the Employee for non-payment or significant delays in payments

3.10 Superannuation

3.10.1 Payment of superannuation

- (a) The Centre will pay to all Employees, regardless of their age and including Employees who are below the monthly earnings threshold, superannuation contributions in accordance with the Superannuation Guarantee (Administration) Act 1992 including:
- (i) Gross wages – before tax)
 - (ii) Overtime payments
 - (iii) Penalty payments
 - (iv) Higher duties allowance
 - (v) Video allowance
- (b) Paid parental leave, excluding payments made under the Government Paid Parental Leave Scheme. The Centre will pay superannuation contributions (including salary sacrifice) on behalf of each Employee at least monthly and in full to the nominated superannuation fund. Reasonable administrative costs in relation to these payments will be met by the Centre.

3.10.2 Choice of superannuation fund

All Employees are able to have SGC contributions made to the superannuation fund of their choice provided that the superannuation fund is a complying fund. If desired by an Employee, the Centre will accept a change in choice of fund once every twelve months.

The Centre will include an information session relating to superannuation options and benefits as part of a general staff meeting.

3.10.3 Default fund

When there is no chosen fund in respect of an Employee, the Centre will make all contributions to the Local Authorities Superannuation Fund, known as Vision Super.

3.11 Salary sacrifice options

Permanent full-time and part-time Employees may choose to enter into salary sacrificing arrangements that are consistent with the Centre policy and State and Federal Government legislation and policy.

The total cost to the Centre of providing any such employment benefits, including fringe benefits tax where applicable and reasonable administrative costs, will not exceed the gross pay that the Employee would receive without salary sacrificing arrangements.

The availability of salary sacrifice options is subject to review in the event of legislative or other changes.

Salary sacrifice applies to a range of exempt benefits and concessional FBT items including but not limited to professional body membership, work related electronic devices, home office,

self-education expenses, tools of trade, work-related travel, superannuation and novated lease for a vehicle.

The Centre will fully administer the salary sacrifice of superannuation at no additional cost to Employees.

The Centre will engage the services of a salary packaging service provider to administer all salary sacrifice arrangements other than superannuation. Employees will pay the service provider's administrative costs according to the service provider's Fees & Charges Schedule as part of the salary package. The service provider will deliver an education program to Employees.

Employees wishing to take advantage of salary sacrificing arrangements are encouraged to seek independent financial advice (at their cost) to ensure such arrangements are suited to both their short and long-term circumstances including superannuation implications.

3.12 Accident pay – workers' compensation

The Centre will pay accident pay where the Employee is absent from work as a result of sustaining an injury in respect of which the Employee is entitled to weekly payments of compensation under the provisions of the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic).

The Centre shall pay accident pay during the incapacity of the Employee within the meaning of the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic), until incapacity ceases or until the expiration of a period of 52 weeks from the date of the injury, whichever event shall first occur.

In the event of the Employee receiving a lump sum in redemption of weekly payments under the Workplace Injury Rehabilitation and Compensation Act 2013 (Vic) the liability of the Centre to pay accident pay shall cease from the date of redemption.

3.13 Employees eligible for a supported wage

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

- *Supported Wage System*: the Commonwealth Government system to promote employment for people who cannot work at full award wages because of a disability, as documented in "Supported Wage System: Guidelines and Assessment Process".
- *Accredited Assessor*: a person accredited by the management unit established by the Commonwealth under the Supported Wage System to perform assessments of an individual's productive capacity within the Supported Wage System.
- *Disability Support Pension*: the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.
- *Assessment Instrument*: the form provided for under the Supported Wage System that records the assessment of the productive capacity of the person to be employed under the Supported Wage System.

3.13.1 Eligibility criteria

- (a) Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which they are engaged, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a Disability Support Pension.

- (b) The clause does not apply to any existing Employee who has a claim against the Centre which is subject to the provisions of workers' compensation legislation or any provision relating to the rehabilitation of Employees who are injured in the course of their current employment.
- (c) This clause does not apply to the Centre in respect of their facility, program, undertaking, service or the like which receives funding under the Disability Services Act 1986 and fulfils the dual role of service provider and sheltered Employer to people with disabilities who are in receipt of or are eligible for a Disability Support Pension, except with respect to recognition under s.10 or s.12A of the Act, or if a part only has received recognition, that part.

3.13.2 Supported wage rates

- (a) Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed for the class of work which the person is performing according to the following schedule:

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

Provided that the minimum amount payable shall be not less than \$90 per week.

- (b) Where a person's assessed capacity is 10%, they shall receive a high degree of assistance and support.

3.13.3 Assessment of capacity

- (a) For the purpose of establishing the percentage of the rate to be paid to an Employee, their productive capacity will be assessed in accordance with the Supported Wage System and documented in an assessment instrument, by either:
- (b) The Centre and an Employee representative, in consultation with the Employee; or if desired by any of these,
- (c) The Centre and an accredited assessor from a panel agreed by the parties and the Employee.

3.13.4 Lodgement of assessment instrument

All assessment instruments under the conditions of this clause, including the appropriate percentage of the wage to be paid to the Employee, shall be lodged by the Centre with the Registrar of the FWC.

3.13.5 Review of assessment

The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the Supported Wage System.

3.13.6 Other terms and conditions of employment

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

3.13.7 Workplace adjustment

When employing a person under the provisions of this clause, the Centre shall take reasonable steps to make changes in the workplace to enhance the Employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other Employees in the area.

3.13.8 Trial period

- (a) In order for an adequate assessment of the Employee's capacity to be made, the Centre may employ a person under the provisions of this clause for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding 4 weeks) may be needed.
 - (i) During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.
 - (ii) The minimum amount payable to the Employee during the trial period shall be no less than \$89 per week.
 - (iii) Work trials should include induction or training as appropriate to the job being trialed.
- (b) Where the Centre and the Employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment.

3.14 Training, learning and professional development

3.14.1 Levels of learning

Training helps improve skills and contributes to growth and innovation. The Centre provides a range of training opportunities for all Employees including sessions at general staff meetings, OH&S staff meetings and emergency training. It is important that the delivery of training achieves the best possible result for the Centre and Employees to deliver a return on time and financial investment.

The annual training program will be communicated to Employees once budget and training plan are finalised.

There are three (3) levels of learning:

A Level 1 Induction

Training is provided in general organisational awareness which ensures that Employees have good working knowledge of the Centre, its departments, code of conduct, overarching workplace policies and procedures, and the roles of other Employees.

B Level 2 Compliance

Training is provided in OH&S, first aid and emergency training, which ensures that Employees are equipped to work in a safe manner, compliant with OH&S Standards and the Safety Guidelines for the performing arts sector.

C Level 3 Discretionary

- (a) Training is provided in specific job-related skills training and networking opportunities, which ensure that Employees are equipped to perform their individual workplace roles effectively and efficiently. Training opportunities available to Employees may also include the development of human resource and industrial relations skills for all Employees in leadership and Employee representative positions.
- (b) All Employees are required to participate at the induction and compliance level. Involvement in training at the discretionary level is dependent on strategic objectives, workplace needs and Employee skill levels. All Employees will be encouraged to discuss individual training opportunities during annual performance reviews in the context of the development of their annual work plan or more broadly at departmental or general Employee meetings.

3.14.2 Study leave

- (a) The Centre will work with Employees to seek out other professional development and networking opportunities which will, where appropriate, assist career progression into the industry.
- (b) Approval of study leave will depend on the relevance of the course to the Employee's current work and future direction and approval of the Chief Executive Officer. Study leave hours and any course fee reimbursement will be agreed in consultation with the supervisor and Finance and Administration Manager in the context of the training budget.
- (c) Where an approved training program is undertaken during an Employee's ordinary working hours, the Centre agree to pay the Employee their ordinary pay.

3.14.3 General staff meetings

The Centre will hold 4 general staff meetings a year with a minimum paid call of 1.5 hours. One of these meetings will be dedicated to OH&S matters.

3.15 Performance review

Whilst it is expected that work performance feedback is an ongoing process, Employees have the opportunity to be part of an annual performance review.

The review will assess a range of performance criteria including:

- (a) Contributing to the Centre's success as defined by individual performance plans;
- (b) The continued acquisition of skills and competencies appropriate to the position; and
- (c) Identification of future training opportunities.

3.16 Childcare costs

Where an Employee is required to work outside their ordinary hours of work (such as overtime hours) and where less than 24 hours' notice of the requirement to perform such work has been given by the Centre, the Employee will be reimbursed for reasonable childcare expenses incurred. Evidence of expenditure incurred by the Employee must be provided to the Centre as soon as possible after the working of such hours.

3.17 Rostering

3.17.1 Rostered week

A rostered week commences on Monday and finishes on Sunday.

3.17.2 Expected workloads

Every attempt will be made to roster Employees in an accurate way, to best respond to the expected workload. However, circumstances can change and it is expected that Employees acknowledge the need and commit to work outside the rostered shift.

Examples include:

- (a) A show runs longer than expected, requiring operational Employees to stay beyond the rostered finish time
- (b) Equipment failure delays the bump in schedule
- (c) Emergency evacuation delays expected finish time of performance.

3.17.3 Advice to Employees

The Centre will use its best endeavours to ensure Employees will be made aware of venue activity and expected employment needs and roster with a minimum of one (1) week's notice. This aims to assist casual Employees to organise their alternative work commitments.

To assist the rostering process Employees will also use their best endeavours to confirm their availabilities with two (2) weeks' notice.

3.17.4 Notification of rosters

Through the Emplive system and other means the Centre will notify Employees of their rostered shift by:

- (a) Posting the roster on relevant staff notice boards:
- (b) Telephone/email and/or SMS confirmation; and
- (c) Online access to rosters.
- (d) Seven days' notice of rosters will be provided.

3.17.5 Late changes to rosters

Late changes will be made in the case of:

- (a) show cancellation
- (b) hirer change to scale, nature or timing of a production
- (c) late notification of hirer technical or customer service requirements
- (d) 24-hour notice will be given for all late changes.

3.17.6 Reductions in rostered hours

Any reduction in rostered working hours can only be made by mutual consent with the Employee.

If an Employee has a rostered shift cancelled within 24 hours, then the Employee will be paid for the rostered shift.

3.17.7 Technical Employees (weekly)

In the case of weekly technical Employees, the following guidelines shall be applied if it is reasonably possible to arrange rosters accordingly.

- (a) Employees shall not be required to work on more than six (6) days in any one week except:
- (b) In cases of emergency and then no more than three (3) times per year. This may be extended up to five (5) times per year if agreement is reached with the majority of Employees affected
- (c) When the seventh day is a day on which no performance (other than a charity performance) is presented
- (d) It is possible that Employees may work more than ten (10) days without a break if two (2) rostered periods join without a break. The instances of this are to be minimised through careful rostering.

3.17.8 No favouritism or prejudice

When rostering Employees, managers and coordinators will roster without favouritism and prejudice and give consideration to Employees who:

- (a) Balance the appropriate skills and experience required for the work available
- (b) Are classified at the appropriate level for the work
- (c) Meet the operational needs of the Centre
- (d) Are available to work.

3.18 Consultation about changes to regular rosters or ordinary hours of work

- (a) Where the Centre proposes to change an Employee's regular roster or the Centre ordinary hours of work, it will consult with the Employee(s) affected and their representatives and must notify the relevant Employee(s) of the proposed ordinary hours of work as soon as practicable.
- (b) The relevant Employee(s) may appoint a representative for the purposes of consultation.
- (c) If the relevant Employee(s) appoint a representative for the purposes of consultation the Employee(s) must advise the Centre of the identity of the representative and the Centre must recognise the representative.
- (d) As soon as practicable after proposing to introduce the change the Centre will provide to the relevant Employee(s) and or their representatives, if any:
 - (i) all relevant information about the proposed change including the nature of the change;
 - (ii) information about what the Centre reasonably believes will be the effects of the change on the Employee(s);
 - (iii) information about any other matters that the Centre reasonably believes are likely to affect the Employee(s);
 - (iv) an invitation to the Employee(s) affected to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities).
- (e) The Centre is not required to disclose confidential or commercially sensitive information to the relevant Employee(s).
- (f) The Centre must give prompt and genuine consideration to any views on the proposed change that are given by the Employee(s) concerned and/or their representatives.

3.19 Recruitment

- (a) The employment process used by the Centre will be based on the following principles:

- (i) Merit – choosing people for the right reasons
 - (ii) Fair and reasonable treatment – respecting and balancing people’s needs
 - (iii) Equal employment opportunity – providing a fair go for all
 - (iv) Avenue of redress – resolving issues fairly
- (b) The prime objective of recruitment at the Centre is to obtain the best person for the role.
- (c) All vacant positions will be advertised, unless filled:
 - (i) via Employees transfer at-level, or
 - (ii) through redeployment of an Employee without a substantive position.
- (d) Employees will not ever be expected to perform two (2) whole positions at once.
- (e) Employees will be made aware of career opportunities available within the Centre. Employees shall be notified of all vacancies. Any vacancies that are advertised externally shall be advertised internally at the same time. Advertisements will be communicated with Employees on noticeboards and sent via email.
- (f) If an Employee is unsuccessful for a position they have applied for, they will be provided an opportunity to seek feedback and to raise any concerns regarding the process undertaken by the Centre to fill the position.
 - (i) This requires decisions to be recorded sufficiently to enable effective review.
 - (ii) If an Employee requests feedback as to their unsuccessful application, a selection report will be provided to the Employee outlining the process followed relating to their application.
 - (iii) Any concerns raised through this manner will be considered genuinely and a response will be provided by the Centre to the Employee proposing a suitable outcome.
- (g) If a flaw is found to have occurred at any stage of the process, the process will recommence either:
 - (i) at the stage where the flaw occurred, or
 - (ii) at the beginning,
 whichever is deemed more suitable by the Centre.

4 Leave

4.1 Annual leave

- (a) Annual Leave is an entitlement of full and part-time Employees, which is to be taken at a time mutually agreed by the Employee and their manager. Employees are entitled to four (4) weeks' paid annual leave for each year of service. The leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.
- (b) Annual leave loading is paid at 17.5% of the ordinary rate of pay. Annual leave loading is considered ordinary time earnings for the purposes of the calculation of superannuation guarantee payments.
- (c) To assist Employees in balancing their work and family responsibilities, by agreement between the Employee and their manager, annual leave may be taken at any time within a period of 24 months from the date at which it falls due.
- (d) An Employee may elect, with the consent of their manager, to take annual leave in single one (1) day periods not exceeding ten (10) occasions in any calendar year at a time or times agreed between them.
- (e) Public holidays (clause 4.2 below), which fall within an Employee's annual leave, shall not be regarded as part of that annual leave. Such days shall be recognised and paid as public holidays, not as annual leave.
- (f) Where an Employer and an Employee have not agreed when the Employee is to take his or her annual leave the Centre is not to unreasonably refuse the Employee taking, at any time suitable to the Employee, any period of annual leave the entitlement to which accrued more than 24 months before that time. The Employee is to consult with the Centre as to the most suitable time in relation to operations/workload and must give the Centre at least 2 weeks' notice of the period during which the Employee intends to take the leave.

4.2 Public holidays

- (a) The Centre recognises gazetted public holidays and under the Fair Work Act and Public Holidays Act 1993, Victorian Employees are entitled to the following public holidays:
 - (i) New Year's Day, 1 January
 - (ii) Australia Day, 26 January
 - (iii) Labour Day, the second Monday in March
 - (iv) Good Friday
 - (v) Easter Saturday
 - (vi) Easter Sunday
 - (vii) Easter Monday
 - (viii) Anzac Day, 25 April
 - (ix) Queen's Birthday – the second Monday in June
 - (x) Friday prior to the Australian Football League Grand Final
 - (xi) Geelong Cup Day, date as officially listed by the Geelong Racing Club, substituted for Melbourne Cup Day
 - (xii) Christmas Day, 25 December
 - (xiii) Boxing Day, 26 December

- (b) Victorian Employees are also entitled to the following additional or substitute days:
 - (i) When Christmas Day is a Saturday or a Sunday, an additional holiday shall be observed on the next Monday or Tuesday.
 - (ii) When Boxing Day is a Saturday or a Sunday, an additional holiday shall be observed on 28 December.
 - (iii) When New Year's Day is a Saturday or a Sunday, an additional holiday shall be observed on the next Monday.
 - (iv) When Australia Day is a Saturday or a Sunday, a holiday in lieu shall be observed on the next Monday.

An Employee may, by agreement, substitute another day for any prescribed in this clause to observe religious or cultural occasions or like reasons of significance to them as an individual.

- (c) The Centre may reasonably request Employees to work on public holidays to meet operational requirements. In this case penalty rates as set out in clauses 9.4, 9.6, 10.1.8, 10.2.4 and 10.3.4 apply.

4.3 Personal/carer's leave

4.3.1 Application

The provisions of this clause apply to full-time and part-time Employees. Specific personal/carer's leave entitlements are detailed in clause 9.1 for administration Employees and clause 10.9 for operations Employees. See clause 4.3.5 below for casual Employees' entitlements.

An Employee may take paid personal/carer's leave if the leave is taken:

- (a) because the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or
- (b) to provide 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 of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.

4.3.2 Personal leave

- (a) An Employee's entitlement accrues progressively during a year of service according to the Employee's ordinary hours of work and unused personal/carer's leave accumulates from year to year.
- (b) The Employee shall not be entitled to paid sick leave for any period of absence in respect of which they are paid workers' compensation.
- (c) The Employee shall notify their manager prior to his/her commencing time that he/she is unable to work because of illness or injury unless that is not possible because of the nature of the illness or injury or at the latest within 24 hours of the commencement of such sick leave absence, and shall so far as practicable state the nature of the illness or injury from which he or she is suffering and the estimated period of his or her absence.
- (d) For any period of sick/carer's leave exceeding three (3) days continuous absence, the Centre may require the Employee to provide evidence in support of their absence on sick/carer's leave in the form of a medical certificate from a registered health

practitioner or if this is not reasonably practicable, the Employee may, upon agreement, provide a statutory declaration.

- (e) An Employee may be absent from duty because of illness for periods of three (3) days or less without producing a medical certificate, provided that the aggregate of such absences does not exceed five (5) days in any one year.

A public holiday occurring during any period of sick leave should not be regarded as sick leave.

On the production of medical evidence in respect of a period of personal sickness or injury occurring during an Employee's absence on recreation leave or long service leave, the Centre shall:

- (a) debit such periods of personal sickness or injury against the Employee's sick leave entitlement subject to the existence of sufficient sick leave credit
- (b) credit the Employee additional recreation leave or long service leave equivalent to the period of personal sickness or injury

4.3.3 Carer's leave: immediate family or household

A Definition of immediate family

The term immediate family includes:

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

In normal circumstances an Employee is not entitled to take carer's leave where another person has taken leave to care for the same person.

B Use of accumulated personal/carers leave

An Employee is entitled to use accumulated personal leave to care for members of their immediate family who are sick and require care or support, or who require care due to an unexpected emergency, where the current year's personal/carers leave entitlement has been exhausted and subject to the condition set out in this clause.

Leave granted under this clause is subject to established notice requirements for leave taken to care for members of the Employee's immediate family who are sick and require care or support. When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the Employee must, if required by management, establish by production of acceptable documentation, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the Employee.

4.3.4 Absence on public holidays

If the period during which an Employee takes paid personal/carers 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/carers leave on that public holiday.

4.3.5 Casual Employees – caring responsibilities and compassionate leave

Casual Employees are entitled to be unavailable to attend work or to leave work:

- (a) if they need to care for members of their immediate family or household who are sick and require care or support, or who require care due to an unexpected emergency, or the birth of a child; or
- (b) if a member of the Employee's immediate family or a member of the Employee's household:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life;
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies.

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

The Centre will require the casual Employee to provide satisfactory evidence to support the taking of this leave.

The Centre must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for above. The rights of the Centre to engage or not to engage a casual Employee is otherwise not affected.

4.4 Unpaid personal/carer's leave

4.4.1 Entitlement

Where an Employee has exhausted all paid personal/carer's leave entitlements, he/she is entitled to take unpaid carer's leave to provide care or support in the circumstances outlined in clause 4.3 above.

4.4.2 Absence of agreement regarding period of unpaid leave

The Centre and the Employee will agree on the period. In the absence of agreement the Employee is entitled to take two (2) days' unpaid leave per occasion provided leave granted is subject to established Centre procedures and medical certificate requirements for leave taken to care for members of the Employee's family or household who require care due to an unexpected emergency.

4.4.3 Medical documentation

The Employee must, if required, provide acceptable medical documentation establishing the nature of the emergency or illness and that this resulted in individual requiring care by the Employee.

4.5 Parental leave

4.5.1 Application

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

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

4.5.2 Parental leave definitions

For the purposes of this clause:

- (a) Eligible casual Employee means a casual Employee:
- (i) employed by the Centre on a regular and systematic basis for a continuing period or sequence of periods of employment during a period of at least twelve months; and
 - (ii) who has, but for accessing parental leave under this clause, a reasonable expectation of continuing employment by the Centre on a regular and systematic basis.
- (b) Continuous service is work for the Centre on a regular and systematic basis (including any period of authorised leave).
- (c) Child means:
- (i) in relation to birth-related leave, a child (or children from multiple births) of the Employee or the Employee's spouse.
 - (ii) in relation to adoption-related leave, a child (or children) who will be placed with an Employee, and:
 - who is, or who will be, under 16 as at the day of placement or the expected day of placement; and
 - 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 adoption) a child of the Employee or the Employee's spouse.
- (d) 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.
- (e) Secondary caregiver means a person who has parental responsibility for the child but is not the primary caregiver.
- (f) 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 a husband, wife or same sex partner on a bone fide domestic basis, whether or not legally married to the Employee.

4.5.3 Summary of parental leave entitlements

Leave available is summarised in the following table:

Type of leave	Paid leave (weeks)	Unpaid leave (weeks)	Total paid and unpaid leave (weeks)
Primary caregiver			
More than twelve months service	14	Up to 38 weeks	Up to 52 weeks
Less than 12 months service	0	Up to 52 weeks	Up to 52 weeks
Eligible casual Employee	0	Up to 52 weeks	Up to 52 weeks

Type of leave	Paid leave (weeks)	Unpaid leave (weeks)	Total paid and unpaid leave (weeks)
Secondary caregiver			
More than 12 months service	2	Up to 50 weeks	Up to 52 weeks
Less than 12 months service	0	Up to 52 weeks	Up to 52 weeks
Eligible casual Employee	0	Up to 52 weeks	Up to 52 weeks
Adoption – primary caregiver			
More than 12 months service	8	Up to 44 weeks	Up to 52 weeks
Less than 12 months service	0	Up to 52 weeks	Up to 52 weeks
Eligible casual Employee	0	Up to 52 weeks	Up to 52 weeks
Adoption – secondary caregiver			
More than 12 months service	2	Up to 50 weeks	Up to 52 weeks
Less than 12 months service	0	Up to 52 weeks	Up to 52 weeks
Eligible casual Employee	0	Up to 52 weeks	Up to 52 weeks
Permanent care leave			
More than twelve months service	1	Up to 2 weeks	Up to 3 weeks
Less than 12 months service	0	Up to 2 weeks	Up to 2 weeks
Casual Employee	0	0	0
Grandparent leave			
More than twelve months service	1	Up to 2 weeks	Up to 3 weeks
Less than 12 months service	0	Up to 2 weeks	Up to 2 weeks

4.5.4 Parental leave – primary caregiver

An Employee who will be the primary caregiver at the birth or adoption of their child, and who has completed at least twelve months of continuous service, is entitled to up to 52 weeks' parental leave comprising 14 weeks' paid and up to 38 weeks' unpaid parental leave.

An eligible casual Employee who will be the primary caregiver at the time of birth or adoption of their Child is entitled to up to 52 weeks' unpaid parental leave.

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:

- if their spouse is, or will be, the primary caregiver at the time of birth or adoption of their child.
- if their spouse has received or will receive, paid maternity leave, primary caregiver entitlements or a similar entitlement from their Employer; or
- if the Employee has received, or will receive, secondary caregiver parental leave entitlements to their child.

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

4.5.5 Parental leave – secondary caregiver

An Employee who has, or will have, completed at least 12 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 two (2) weeks' paid parental leave and up to 50-weeks' unpaid parental leave.

An Employee who will be the secondary caregiver but has not completed at least 12 months' paid continuous service at the time of birth or adoption of their child, is entitled to up to 52-weeks' unpaid parental leave.

An eligible casual Employee who will be the secondary caregiver at the time of birth or adoption of the child is entitled to up to 52-weeks' unpaid parental leave.

Only one parent can receive secondary caregiver parental leave entitlements in respect to the birth or adoption of their child.

An Employee cannot receive secondary caregiver parental leave entitlements where the Employee has received primary caregiver parental leave entitlements in relation to their child.

4.5.6 Pre-natal leave

A pregnant Employee will have access to paid leave totalling up to one (1) hour per pregnancy to enable the Employee to attend routine medical appointments associated with the pregnancy. The Centre will be flexible to allow the Employee the ability to leave work and return on the same day.

An Employee who has a spouse who is pregnant will have access to paid leave totalling up to one (1) hour per pregnancy to enable the Employee to attend routine medical appointments associated with the pregnancy.

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 of pre-natal leave must also be covered by a medical certificate.

Paid pre-natal leave is not available to casual Employees.

4.5.7 Pre-adoption leave

An Employee seeking to adopt a child is entitled to one hour paid leave as well as unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure.

The Employee and the Centre should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two (2) days unpaid leave.

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

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

4.5.8 Permanent care leave

If, pursuant to the *Children, Youth and Families Act 2005* (Vic) or any successor to that legislation, an Employee with at least 12 months continuous service (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 one week's paid and up to two (2) weeks' unpaid leave at a time to be agreed with the Centre.

4.5.9 Grandparent leave

An Employee who is, or will be, the primary caregiver of a grandchild is entitled to a period of up to one week's paid leave and up to two (2) weeks' unpaid grandparent leave in respect of the birth or adoption of the grandchild of the Employee.

4.5.10 Continuing to work while pregnant

The Centre 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 6-week period immediately prior to the expected date of birth of the child; or
- (b) is on paid leave under clause 4.5.12(b)

The Centre may require the Employee to start parental leave if the Employee:

- (a) does not give the Centre the requested certificate within 7 days of the request; or
- (b) gives the Centre a medical certificate stating that the Employee is unfit to work.

4.5.11 Personal/carer's leave

A pregnant Employee, not then on parental leave, who is suffering from an illness, whether related or not to the pregnancy, may take any paid and/or unpaid personal/carer's leave in accordance with clause 4.3 and clause 4.4 of this Agreement.

4.5.12 Transfer to a safe job

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

If there is no safe job available, the Employee is entitled to take paid no safe job leave, or the Centre 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 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.

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

4.5.13 Special parental leave

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

- (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 4.3 and clause 4.4 of this Agreement
- (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 4.5.3 and thereafter, to unpaid special parental leave.

4.5.14 Notice and evidence requirements

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

- (a) that the Employee will become either the primary caregiver or secondary caregiver of the child, as appropriate;
- (b) the particulars of any parental leave taken or proposed to be taken or applied for by the Employee's spouse; and
- (c) that for the period of parental leave the Employee will not engage in any conduct inconsistent with their contract of employment.

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 Centre of any changes to the notice provided in this clause, unless it is not practicable to do so.

The Centre 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.

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.

4.5.15 Commencement of parental leave

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.

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

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

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

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

4.5.16 Single period of parental leave

Primary caregiver 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.

4.5.17 Employee couple – concurrent leave

Two Employees covered by this Agreement may take up to 8 weeks' concurrent leave in connection with the birth or adoption of their child.

Concurrent leave may commence one (1) week prior to the expected date of birth of the child or the time of placement in the case of adoption.

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

4.5.18 Parental leave and other entitlements

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 4.5.20B of this Agreement.

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

Unpaid parental leave under clauses 4.5.4, 4.5.5, 4.5.20 and 4.5.22 shall not break an Employee's continuity of employment but it will not count as service for leave accrual or other purposes.

4.5.19 Keeping in touch days

During a period of parental leave the Centre and the 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.

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

An Employee may perform up to ten (10) days of paid work for their Employer (or another entity) as keeping in touch days whilst the Employee is taking unpaid parental leave if:

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

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

4.5.20 Extending parental leave

A 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 4.5.4 or 4.5.5 may extend the period of their parental leave on one occasion up to the full 52-week entitlement.
- (b) The Employee must notify the Centre in writing at least 2 weeks prior to the end date of their initial parental leave period. The notice must specify the new end date of the parental leave.

B Right to request an extension to parental leave

- (a) An Employee who is on parental leave under 4.5.4 or 4.5.5 may request an extension of unpaid parental leave for a further period of up to 12 months immediately following the end of the current parental leave period.

- (b) In the case of an Employee who is a member of an Employee couple, the period of the extension cannot exceed 12 months, less any period of parental leave that the other member of the Employee couple will have taken in relation to the child.
- (c) The Employee's request must be in writing and given to the Centre at least 4 weeks before the end of the current parental leave period. The request must specify any parental leave that the Employee's spouse will have taken.
- (d) The Centre 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 Centre will not refuse the request unless the Centre has given the Employee a reasonable opportunity to discuss the request.
- (f) The Centre will give a written response to the request as soon as practicable, and no later than 21 days after the request is made. The response will include the details of the reasons for any refusal.

C Total period of parental leave

- (a) The total period of parental leave, including any extensions, must not extend beyond 24 months.
- (b) In the case of an Employee couple, the total period of parental leave for both parents combined, including any extensions, must not extend beyond 24 months. The Employee's entitlement to parental leave under clauses 4.5.4 or 4.5.5 will reduce by the period of any extension taken by a member of the couple under clause 4.5.20.

4.5.21 Calculation of pay for the purposes of parental leave

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.

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

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

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.

4.5.22 Commonwealth paid parental leave

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

4.5.23 Returning to work

A Returning to work early

- (a) During the period of parental leave an Employee may return to work at any time as agreed between the Centre 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 Centre immediately and the Centre will nominate a time not exceeding four (4) weeks from receipt of notification for the Employee's return to work.

B Returning to work at conclusion of leave

- (a) At least 4 weeks prior to the expiration of parental leave, the Employee will notify the Centre of their return to work after a period of parental leave.
- (b) Subject to 4.5.23B(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 4.5.12 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.

C Returning to work at a reduced time fraction

To assist an Employee in reconciling work and parental responsibilities, an Employee may request to return to work at a reduced time fraction until the child reaches school age, after which the Employee will resume their substantive time fraction.

Where an Employee wishes to make a request under this sub-clause, such a request must be made as soon as possible but no less than 7 weeks prior to the date upon which the Employee is due to return to work from parental leave.

4.5.24 Consultation and communication during parental leave

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

The Employee shall take reasonable steps to inform the Centre 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.

The Employee shall also notify the Centre of changes of address or other contact details which might affect the Centre's capacity to comply with this sub-clause.

4.5.25 Extended family leave

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 7 years.

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

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

Upon return to work the Centre may reallocate the Employee to other duties.

4.5.26 Replacement Employees

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.

Before the Centre engages a replacement Employee the Centre will inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

4.5.27 Casual Employees

The Centre will not fail to re-engage a casual Employee because the Employee has accessed parental leave in accordance with this clause. The rights of the Centre in relation to engagement and re-engagement of casual Employees are not affected, other than in accordance with this clause.

4.6 Long service leave

4.6.1 Entitlement

- (a) At any time after completing 7 years of continuous employment with the Centre, an Employee is entitled to an amount of long service leave on ordinary pay equal to 1/40th of the Employee's total period of continuous employment less any period of long service leave taken during that period.
- (b) All other LSL entitlements are in accordance with the Victorian Long Service Leave Act 2018.

4.7 Jury leave and court appearances

Jury leave is an entitlement of all Employees.

As part of the Centre's commitment to the community and to its Employees, jury/witness leave allows Employees to attend court proceedings without the loss of pay, except where they are the instigator or defendant of proceedings. Casual Employees should use best endeavours to provide two (2) weeks' notice of their unavailability for the jury selection day and the Centre will ensure the Employee is reimbursed for any shortfall between pay for pre-rostered shifts and jury sitting fees (as applicable).

If an Employee is required to attend court proceedings on behalf of the Centre, the Employee will be reimbursed reasonable expenses including legal costs if applicable except where legal proceedings relate to fraud or misconduct by that Employee.

4.8 Emergency services leave

Employees who are members of voluntary emergency relief organisations, including but not limited to the Country Fire Authority, Red Cross, State Emergency Service and St John's Ambulance, and who wish to volunteer in emergency situations, may be released from normal duties without loss of pay provided details of the request are communicated to the Centre before the Employee is released and written confirmation is provided by the relevant organisation.

4.9 Reserve defence force leave

Leave with pay may be granted for defence force service in accordance with the *Defence Reserve Service (Protection) Act 2001* (Cth) and the *Veteran's Act 2005* (Vic).

An Employee required to complete defence force service will consult with the Centre regarding the proposed timing of the service and will give the Centre as much notice as is possible of the time when the service will take place.

Any payment made to the Employee in respect of defence service during his or her ordinary hours of work must be repaid to the Centre, with reasonable expenses actually incurred over and above those that the Employee would normally incur being offset against this amount.

4.10 Compassionate leave

Full-time and part-time Employees are entitled to three (3) days' paid compassionate leave on each occasion when a member of the Employee's immediate family or a member of the Employee's household:

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

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.

An Employee may take unpaid compassionate leave by agreement with the Centre management.

The Centre will require the Employee to provide satisfactory evidence to support the taking of compassionate leave.

Casual Employees are entitled to unpaid compassionate leave.

4.11 Cultural and ceremonial leave

- (a) An Employee may, by agreement with their manager, substitute another day for any prescribed leave in this clause to observe religious or cultural occasions of particular significance to them as an individual (see also clause 4.2(a)).
- (b) In the case of an Employee of Aboriginal or Torres Strait Islander descent, the Centre management may approve:
 - (i) Attendance during work hours of the Employee to attend Aboriginal community meetings (except the AGM of such organisations at which election of office bearers will occur).
 - (ii) The use of accrued annual leave or other leave to attend AGMs of community organisations at which election of office bearers will occur.
 - (iii) Ceremonial leave without pay for ceremonial purposes connected with the death of a member of the immediate or extended family (so long as no Employee shall have an existing entitlement reduced as a result of this clause) or ceremonial obligations under Aboriginal and Torres Strait Islander Law.

4.12 Leave to attend alcohol and drug or problem gambling rehabilitation

An Employee (including systematic casuals) who has completed more than two (2) years' continuous service may be granted leave without pay to undertake an approved rehabilitation program where the Centre management is satisfied that:

- (a) The Employee's work performance is adversely affected by the misuse of drugs or alcohol or problem gambling
 - (i) The Employee is prepared to undertake such a course of treatment.
 - (ii) In the case of drug and alcohol addiction, a registered medical practitioner has certified that in his or her opinion the Employee is in need of assistance because of their misuse of drugs and alcohol, and that the Employee is suitable for an approved rehabilitation program or;
 - (iii) In the case of problem gambling, the Employee satisfies the eligibility criteria for entry into an approved problem gambling rehabilitation program.

- (b) On production of proof of attendance at an approved rehabilitation program as above an Employee may be granted a maximum number of days' leave as follows:

Years of service	First year of program	Subsequent years of program
2 years	20 days	15 days
3 years	27 days	20 days
4 years	33 days	25 days
5 years and over	40 days	30 days

4.13 Leave in relation to infectious diseases/dangerous medical condition

- (a) Upon report from a medical practitioner that by reason of contact with a person suffering from an infectious disease and through the operation of restrictions imposed by law in respect of such disease, an Employee is unable to attend work, the Centre management may grant the Employee special leave of absence without pay (should work from home arrangements not be appropriate). The period of leave must not be for any period beyond the earliest date at which it would be practicable for the Employee to return to work having regard to the restrictions imposed by the law.
- (b) Where the Centre management reasonably believes that the Employee is in such a state of health as to render the Employee a danger to other Employees, themselves or other persons, the Centre management may require the Employee to absent himself or herself from the workplace until the Employee obtains and provides the Centre management with a report from a registered practitioner. Upon receipt of the medical report, the Centre management may direct the Employee to be absent from duty for a specific period, or, if already on leave, direct the Employee to continue leave for a specified period. Any such absence of an Employee must be regarded as sick leave.

4.14 Leave in relation to blood donations

An Employee (other than a casual Employee) may be granted paid leave to visit the Red Cross Blood Bank as a donor once every three (3) months by agreement with their manager.

4.15 Leave in relation to family violence

4.15.1 Commitment to supporting Employees

The Centre 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 Centre is committed to providing support to Employees who experience family violence.

Family violence leave is available to Employees who are experiencing family violence and also to allow them to be absent from the workplace to attend counselling appointments, legal proceedings and other activities related to and as a consequence of family violence.

4.15.2 Definition of family violence

The Centre accepts the definition of family violence as stipulated in the *Family Violence Protection Act 2008*. The definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

4.15.3 Eligibility

Leave for the purpose of supporting Employees experiencing family violence is available to all Employees.

4.15.4 General measures

Proof or 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 district nurse, a maternal health care nurse, a family violence support service or lawyer. A signed statutory declaration can also be offered as evidence.

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

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

The Centre will identify a contact(s) to be trained in family violence including privacy issues, risk assessment and risk management. The Centre will advertise the name(s) of the contact(s) within the Centre.

An Employee experiencing family violence may raise the issue with their immediate supervisor, union delegate or nominated Centre contact. The immediate supervisor may seek advice from the Centre contact(s) if the Employee chooses not to see the Centre contact(s).

Where requested by an Employee, the Centre contact(s) will liaise with the Employee's supervisor on the Employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with appropriate sub clauses 4.17.5 and 4.17.6.

The Centre will develop guidelines to supplement this clause which detail the appropriate action to be taken in the event that an Employee reports family violence.

4.15.5 Leave

A full-time Employee experiencing family violence will have access to 20 days per year (non-accumulative) of paid special leave following an event of family violence and for related purposes such as 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.

A permanent part-time Employee will have access to leave each year according to the Employee's ordinary hours of work for medical appointments, legal proceedings and other activities related to family violence.

Casual Employees who at short notice cannot undertake their shift due to family or carer related family violence issues will be entitled to a maximum of 23 hours pay per year for missed shifts upon the provision of evidence consistent with clause 4.17.4 and up to 52 weeks' unpaid leave.

Leave for family violence is not cumulative.

An Employee who supports a person experiencing family violence may utilise their personal/carer's leave entitlements to accompany them to court, to hospital, or to care for children. The Centre may require evidence consistent with clause 4.17.4 from an Employee seeking to utilise their personal/carer's leave entitlement.

4.15.6 Individual support

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

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

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.

An Employee experiencing family violence will be referred to the Employee assistance program (EAP) and/or other available local Employee support resources. The EAP shall include professionals trained specifically in family violence.

An Employee who discloses to the Centre that they are experiencing family violence will be given information regarding support services.

4.16 Gender Transition Leave

- (a) The Employer encourages a culture that is supportive of transgender and gender diverse Employees and recognises the importance of providing a safe environment for Employees undertaking gender transition.
 - (i) Gender transition refers to the process where a transgender Employee commences living as a member of another gender. This is sometimes referred to as 'affirming' their gender. This may occur through medical, social or legal changes.
 - (ii) Employees may give effect to their transition in a number of ways and are not required to be undergoing specific types of changes, such as surgery, to access leave under this clause.

(b) Amount of gender transition leave

An Employee (other than a Casual) who commences living as a member of another gender is entitled to Gender Transition Leave for the purpose of supporting the Employee's transition. Gender Transition Leave will comprise:

- (i) up to four (4) weeks (20 days) paid leave for essential and necessary gender affirmation procedures, and
- (ii) up to 48 weeks of unpaid leave.

The Gender Transition Leave entitlements outlined in clause 4.16(b) are available to be taken by the Employee within the first 52 weeks after they commence living as a member of another gender.

Essential gender affirmation procedures may include:

- (i) medical or psychological appointments, or
- (ii) hormonal appointments, or
- (iii) surgery and associated appointments, or
- (iv) appointments to alter the Employee's legal status or amend the Employee's gender on legal documentation, or
- (v) any other similar necessary appointment or procedure to give effect to the Employee's transition as agreed with the Employer.

An Employee who is entitled to unpaid Gender Transition Leave may, in conjunction with all or part of that leave, utilise accrued Annual or Long Service Leave, provided that the combined total of all paid and unpaid leave taken does not exceed 52 continuous weeks.

Gender Transition Leave may be taken as consecutive, single or part days as agreed with the Employer.

Leave under this clause will not accrue from year to year and cannot be cashed out on termination of employment.

(c) Gender Transition Leave – Casual Employees

Casual Employees are entitled to access unpaid leave of up to 52 continuous weeks duration for gender transition purposes.

(d) Notice and evidence requirements

- i) An Employee seeking to access Gender Transition Leave must provide the Employer with at least 4 weeks' written notice of their intended commencement date and expected period of leave, unless otherwise agreed by the Employer.
- ii) An Employee seeking to access Gender Transition Leave may be required to provide suitable supporting documentation or evidence of their attendance at essential gender affirmation procedures. This may be in the form of a document issued by a Registered Health Practitioner, a lawyer, or a State, Territory or Federal government organisation, statutory declaration or other suitable supporting documentation.
- iii) For the purpose of this clause, Registered Health Practitioner has the same meaning as set out in clause 1.2.

5 Termination of employment

5.1 Notice of termination by the Centre

In order to terminate the employment of a full-time or part-time Employee, the Centre will give the period of notice specified:

Period of continuous employment	Notice period
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years of completed service	4 weeks

In addition to this notice, Employees over 45 years of age at the time of the giving of the notice with not less than two (2) years continuous service are entitled to an additional week's notice.

Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the Employee working part of the required period of notice and by the Centre making payment for the remainder of the period of notice.

In calculating any payment in lieu of notice, the wages an Employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.

The period of notice in this clause will not apply in the case of dismissal for conduct that justifies instant dismissal.

The Centre shall, upon receipt of a request from an Employee whose employment has been terminated, provide to the Employee a written statement specifying the period of his or her employment and the classification of or the type of work performed by the Employee.

5.2 Notice of termination by an Employee

The notice of termination required to be given by an Employee is the same as that required of the Centre, except that there is no requirement on the Employee to give additional notice based on the age of the Employee concerned.

If an Employee fails to give notice the Centre has the right to withhold monies due to a maximum amount equal to the ordinary time rate of pay for the period of notice.

5.3 Time off during notice period

Where the Centre has given notice of termination to an Employee, the Employee will be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off will be taken at times that are convenient to the Employee after consultation with the Centre.

5.4 Abandonment of employment

Abandonment of employment occurs when an Employee is absent from work for more than five (5) working days and the Centre has not received satisfactory explanation of the reason for the absence or failure to attend work.

On the sixth working day the Manager Human Resources will prepare and forward a letter by certified mail to the last known address of the absent Employee advising the Employee to contact their manager or report to work within two (2) business days of the date of the certified mail.

If there is no contact from the Employee, arrangements to terminate the employment of the Employee will be implemented.

Should the Employee whose employment has been terminated for reasons of abandonment be able to give just cause for their absence the Centre will consider reinstatement of employment.

If the Centre terminates an Employee's employment on the ground of abandonment of employment, the termination is subject to providing the notice of termination in accordance with clause 5.1 above.

6 Dispute procedures

6.1 Resolution procedures of disputes

Unless otherwise provided for in this Agreement, a dispute about a matter arising under this Agreement, the National Employment Standards, or any workplace matter other than termination of employment, must be dealt with in accordance with this clause.

This includes a dispute about whether an Employer had reasonable grounds to refuse a request for flexible working conditions under clause 3.4 or an application to extend unpaid parental leave under clause 4.7.20.

For the avoidance of doubt this clause does not apply to any dispute on a matter or matters arising in the course of bargaining in relation to a proposed enterprise agreement.

The Centre management or an Employee covered by this Agreement may choose to be represented at any stage by a representative, including an Employer or Employee organisation.

6.2 Obligations

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

While a dispute or grievance is being dealt with in accordance with this clause, work must continue according to usual practice, provided that this does not apply to an Employee who has a reasonable concern about an imminent risk to his or her health or safety, has advised the Centre management of this concern and has not unreasonably failed to comply with a direction by the Centre management to perform other available work that is safe and appropriate for the Employee to perform.

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

6.3 Agreement and dispute settlement facilitation

For the purposes of compliance with this Agreement (including compliance with this dispute settlement procedure) where the chosen Employee representative is another Employee of the Centre management, he/she must be released by his/her Employer from normal duties for such periods of time as may be reasonably necessary to enable him/her to represent Employees concerning matters pertaining to the employment relationship including but not limited to:

- (a) investigating the circumstances of a dispute or an alleged breach of this Agreement or the National Employment Standards
- (b) endeavouring to resolve a dispute arising out of the operation of this Agreement or the National Employment Standards; or
- (c) Participating in conciliation, arbitration or any other agreed alternative dispute resolution process.

The release from normal duties referred to in this clause is subject to the proviso that it does not unduly affect the operations of the Centre management.

6.4 Discussion of dispute

The dispute must first be discussed by the aggrieved Employee(s) with the immediate supervisor of the Employee(s).

If the matter is not settled, the Employee(s) can require that the matter be discussed with another representative of the Centre management appointed for the purposes of this procedure.

6.5 Internal process

If any party to the dispute, who is covered by this Agreement, refers the dispute to an established internal dispute resolution process, the matter must first be dealt with according to that process, provided that the process is conducted in a timely manner and is consistent with the following principles:

- (a) the rules of natural justice
- (b) appropriate mediation or conciliation of the dispute is provided
- (c) any views on who should conduct the review will be considered by the Centre
- (d) the process is conducted as quickly and with as little formality as a proper consideration of the matter allows.

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

6.6 Disputes of a collective character

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

No dispute of a collective character may be referred to FWC directly unless there has been a genuine attempt to resolve the dispute at the workplace level prior to it being referred to the FWC.

6.7 Conciliation

- (a) Where a dispute is referred for conciliation, a member of FWC may arrange for whatever process the member considers may assist in the resolution of the dispute.
- (b) Conciliation before the FWC shall be regarded as completed when:
 - (i) the parties to the dispute have informed the FWC member that they have reached agreement on the settlement of the dispute; or
 - (ii) the member of FWC conducting the conciliation has, either of their own motion or after an application by either party, satisfied themselves that there is no likelihood that within a reasonable period further conciliation will result in a settlement; or
 - (iii) the parties have informed the FWC member that there is no likelihood of agreement on the settlement of the grievance or dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed.

6.8 Arbitration

6.8.1 Right to request arbitration

If the dispute has not been settled when conciliation has been completed, either party may request that FWC proceed to determine the dispute by arbitration.

6.8.2 Right to object to a member of FWC taking part in both conciliation and arbitration

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

6.8.3 FWC determination is binding

Subject to clause 6.8.4, the determination of FWC is binding upon the persons covered by this Agreement.

6.8.4 Appeal to the full bench of the FWC

An appeal can be made to a full bench of the FWC, with the leave of the full bench, against a determination of a single member of FWC made pursuant to this clause.

6.9 Conduct of matters before FWC

Subject to any agreement between the parties to the dispute, in relation to a particular dispute and the provisions of this clause, in dealing with a dispute through conciliation or arbitration the FWC may conduct the matter in accordance with Subdivision B of Division 3 of Part 5-1 of the Fair Work Act 2009.

7 Discipline

For all Employees, except those subject to a probationary period, where an alleged breach of discipline occurs, the Centre will ensure that the Employee is accorded procedural fairness (natural justice) in relation to the discipline process, including their choice of nominated representative. Where the Employee is subject to a probationary period refer to clause 3.1.4 for the relevant terms and conditions relating to discipline.

Where an allegation of misconduct is substantiated, that Employee will be given formal notice of an official warning that will apply for an appropriate length of time, as determined by the Chief Executive Officer or delegate. The official warning will take into account the seriousness of the charge and mitigating circumstances.

For instances of serious misconduct the Employee may be dismissed instantly.

7.1 Principle

In the instance of unsatisfactory performance and unacceptable behaviour it is important that a clear process is followed to ensure the Employee has full knowledge of the situation, is offered every chance to improve and is afforded procedural fairness. Where there is no improvement, only then should termination procedures be implemented.

7.2 Policy and procedure

The following are guidelines for undertaking warning procedures. Depending on the seriousness of the breach involved the procedures can be varied.

7.3 Counselling

Generally the first session will be a formal counselling session conducted by the Coordinator or Manager that will lead to a note in the Employee's file. This meeting should be held with the Employee to draw their attention to the behaviour and the standards that are expected in the future. Managers should ensure the following processes have been carried out and keep a record:

- (a) the role has been described to the Employee
- (b) the Employee understands the role
- (c) evaluation criteria have been established and agreed to
- (d) the Employee has been evaluated over an adequate and realistic period of time
- (e) the Employee has understood and reviewed the evaluation
- (f) the role cannot reasonably be modified to allow the Employee to perform satisfactorily
- (g) alternative roles for the Employee have been considered.

An aspect of the poor performance may be a lack of training or expertise in a particular area. The Manager should discuss this possibility with the Employee and if appropriate arrange for training to take place.

The Employee will be asked to sign a copy of the notes taken from this meeting and be given the opportunity to comment on/add to such notes. A copy of these notes will be given to the Employee for their records.

The poor performance must be addressed and steps for addressing this are set out in this clause.

The Employee will be given a chance to improve and if necessary given a program with a time frame outlining specific behaviours and outcomes. If the performance does not improve it is then necessary to deal with the poor performance using the warning procedure.

7.4 First warning

At this meeting the facts/complaints/allegations, with specific examples, will be presented to the Employee. A number of steps must be followed in this and any subsequent counselling/disciplinary meetings:

- (a) Prior to the meeting the Employee will be informed that a meeting is scheduled and that they are entitled to invite a support person of their choice to the meeting. The Employee will be provided with a copy of the Centre's Discipline (Warning and Dismissal) Policy.
- (b) The Employee must be informed of the allegation(s) being made. The Employee must be provided with a clear description of the poor performance, including specific behaviour(s) that is considered unacceptable. This should be clear and incident specific.
- (c) The Employee must be given the opportunity to present their response to the complaint. The Employee must be asked if there are reasons that are not apparent to the Manager that might be contributing to the behaviour.
- (d) A program for improvement should be set in place with a reasonable time frame and clearly defined goals to be achieved. This program must make clear the expectations of the Employee's workplace behaviour, taking into account their reasons for their poor performance. The discussion may also surface any concerns the Employee might have about meeting the expectations.
- (e) Set a period of time for review, which should be sufficiently distant as to allow the Employee to reach the required standard.
- (f) The meeting should be documented by a summary of the matters discussed and a list of the goals identified in (d) above. Copies of this record will be supplied to all present who are free to add comment. The Employee will be asked to sign receipt of this document. If the Employee does not wish to sign the note this does not affect its status as a record of the meeting. A copy of the note will be placed on the Employee's confidential personnel file.
- (g) The warning procedure will be explained to the Employee.
- (h) If the outcome of this meeting is that a first warning is to be given to the Employee this will be provided in writing. This letter will state the reason for the warning and identify any follow up support and arrangements.

If the Manager is happy with the Employee's subsequent performance the following should occur:

- (a) The review meeting should still be held and the Employee advised that the Manager is aware of the improvement and that expectations have been fully or partially met, and that if subsequent performance continues to improve then there will be no further issue with the Employee's performance.
- (b) A further meeting should be scheduled approximately eight (8) weeks after the first meeting to allow for continued improvement in performance. If at this meeting the job performance is met, no further action is required.

If the Manager is not happy with the Employee's subsequent performance, then the only appropriate action is to proceed to the second warning stage.

7.5 Second warning

If the Employee's performance has not improved in accord with the guidelines described above, or there is a repetition of conduct which was defined as being unacceptable in the first warning process, a meeting should be called for the purpose of issuing a second warning to the Employee.

Again, the steps followed in the issuing of the first warning should be followed. The Employee should be given the opportunity to be accompanied at the meeting by a nominated representative or other person of their choice (e.g. Union representative) and it is advisable to have their Head of Department or Manager present.

At this meeting the Employee must be given the opportunity to respond to the allegations made.

Reference should be made to the previous meeting or counselling sessions and the minutes of those sessions.

The Employee's explanation should be addressed and discussion held as to whether, or why, those explanations are unsatisfactory.

The status of the meeting should be clearly explained to the Employee. That is, if a second warning is the outcome, dismissal will occur if a satisfactory and reasonable level of improvement is not reached within a reasonable time.

This meeting should be summarised in a letter to the Employee detailing these points. A copy of this letter should be placed on the Employee's file.

7.6 Third and final warning/dismissal

If the Employee's performance has not improved to the reasonable level defined in the second warning, there should be a further interview with the Employee before a dismissal occurs.

The Employee should be given reasonable notice of this meeting, including an explanation of the purpose of the meeting (i.e. to decide whether the dismissal will occur) to allow him or her to prepare what to say. A union representative or other person of their choice may accompany the Employee.

The interview should be conducted with the supervisor of the department concerned and the Administration Manager or Chief Executive Officer.

The purpose of the meeting is to explain why the performance of the Employee is still unsatisfactory despite opportunities being given for improvement and/or provide the Employee with a final opportunity to provide explanations.

At the end of the meeting the decision must be made whether to dismiss the Employee or not. This decision should not be made in haste and if necessary further advice should be sought.

If the Manager has decided to dismiss the Employee, and this is authorised by the Chief Executive Officer, then the Manager may, at their discretion, decide that the dismissal should be effective from the date of hand-delivering the letter of termination at a meeting with the Employee.

The letter will advise:

- (a) that the standard of performance expected in this role has not been achieved and the Centre has decided to terminate employment
- (b) the date to which the Employee will be paid (i.e. period of notice in accordance with the notice provisions of this Agreement)
- (c) the final working date, which may be the date of the letter in which case the Centre will pay an amount equal to the Employee's remuneration as at the termination date in lieu of any notice period
- (d) The Manager will also explain that due to security issues the Employee:
- (e) will be accompanied back to their desk to collect their personal belongings
- (f) may nominate another person to accompany the Employee back to collect their personal belongings

- (g) may nominate a person to pack up the Employee's belongings and deliver them to the home address
- (h) will not be able to access any systems on the Centre's database but may request the downloading of any files of a personal nature held on the Employee's computer
- (i) arrangement will be made to pick up any Centre property/equipment held at home
- (j) an electronic funds transfer into the Employee's nominated bank account will be available within four (4) working days as payment in lieu of the period of notice and will include all entitlements.

Immediately following the meeting the Manager should advise internal security and IT to remove access to all systems.

Refer to section five, Termination of employment for further information.

8 Consultation, change and redundancy

8.1 Communication and consultation

The Centre and Employees are committed to utilising consultative processes in matters which will or may directly affect Employees.

8.2 Staff consultative committee

To facilitate the implementation of the Agreement, ongoing workplace reform and any changes related to refurbishment and redevelopment, it is agreed that there will be commitment to effective consultation and communication. It is agreed that a Staff Consultative Committee (SCC) shall be formed that will have the responsibility for its implementation. Membership nomination will be open to all Employees. The SCC will:

- (a) Oversee the implementation of this Agreement
- (b) Provide a mechanism for improving communication and consultation with all Employees on all matters raised by all Employees that relate to effective and efficient work practices and training including review of the annual training plan developed in accordance with clause 3.14.1.
- (c) Where redevelopment and associated major change is to be considered in accordance with clauses 8.3, 8.4, 8.5 & 8.6, the SCC will be involved in a consultation process, particularly as it relates to the introduction of new technology and equipment or changes to operating policies and procedures.
- (d) Review existing methods of communication (such as intranet, newsletters, general Employees and department meetings) to increase understanding of any proposed workplace changes resulting from redevelopment.
- (e) Provide a forum on the development and improvement of policies and procedures.

The SCC will comprise:

- (a) Chief Executive Officer
- (b) Staff representatives from across the Centre (aiming at one representative from each department)
- (c) Three Management team representatives
- (d) Unions and staff representative, as applicable

The SCC may establish a specified working group to develop and trial new policies/working arrangements. The working group would report back to the SCC on the progress of such trials.

The SCC shall meet no less than four (4) times each year and meetings will take place at times which minimise the need for replacement staff. Employees will be paid to attend but attendance will not incur overtime/penalty payments.

A manager who is part of the SCC will be nominated as the secretariat and will use best endeavours to issue agendas 48 hours prior to each meeting, taking minutes and distributing to all Employees once approved by SCC representatives.

8.3 Major change

Where the Centre is considering a major organisational change of the workplace, the Centre will consult with the affected Employees and the relevant union of the proposed change as soon as practicable after the formal proposal has been considered by the GPAC Trust.

The Centre will advise of the likely effects on Employee working conditions and responsibilities. The Centre will also advise of the rationale and intended benefits of any change.

- (a) Employees may nominate a representative, who may be a Union representative, to represent them in the consultation process and the Centre will recognise a representative nominated by an Employee.
- (b) The process of consultation will commence when there is a formal proposal for major change which will have a significant effect on Employees. From then on the Centre will regularly consult with affected Employees and/or their nominated representatives, if any, and give prompt consideration to matters raised by them. The Centre will provide training for the Employees to assist them to integrate successfully into any new structure.
- (c) As soon as practicable after the Centre has developed a change proposal, the Centre will discuss with the relevant Employees, and their nominated representatives, if any:
 - (i) the introduction of the change;
 - (ii) the effect the change is likely to have on the Employee(s); and
 - (iii) measures the Centre is taking to avert or mitigate the adverse effect of the change on the Employee(s)
- (d) For the purposes of discussion the Centre will provide, in writing, to the relevant Employees and their nominated representatives, if any:
 - (i) all relevant information about the change including the nature of the change proposed;
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect Employees

The Centre is not required to disclose confidential or commercially sensitive information to the relevant Employees and their nominated representatives, if any.
- (e) All parties must act in good faith in relation to the consultation process provided in this clause where “good faith” includes obligations to meet, disclose relevant information, genuinely consider proposals and respond with reasons, and refrain from capricious or unfair conduct that undermines consultation.
- (f) Major change is likely to have a significant effect on Employees if it results in the:
 - (i) termination of the employment of Employees;
 - (ii) restructure of business unit(s);
 - (iii) major change to the composition, operation or size of the Centre’s workforce or to the skills required of Employees;
 - (iv) elimination or diminution of job opportunities (including opportunities for promotion or tenure);
 - (v) alteration of hours of work;
 - (vi) need to retrain Employees;
 - (vii) need to relocate Employees to another workplace;
 - (viii) restructuring of jobs.
- (g) In accordance with this clause the Employee and their nominated representatives, if any, may submit alternative proposals, which will meet the indicated rationale and benefits of the proposal. Such alternative proposals must be submitted in a timely manner so as not to lead to an unreasonable delay in the introduction of any contemplated change. If such a proposal is made, the Centre must give just cause to the Employees and their nominated representatives, if any, if the Centre does not accept its proposals. Any dispute concerning obligations under this clause shall be dealt with in accordance with section 6.

8.4 Redevelopment and refurbishment

In the advent of redevelopment/refurbishment occurring during the life of this Agreement which will cause interruption to workflow, the Centre undertakes to communicate as soon as practicable the particulars of the work and its impact to Employees, and to enter into consultation with the Employees and their representatives about the possible relocation of work to unaffected areas and other work related matters, including training requirements, that may arise to ensure that wherever possible regular hours of work can be maintained (see also clause 8.3). The Centre will provide regular updates to Employees in relation to the progress of the redevelopment.

8.5 Redeployment

Where a decision is made by the Centre which will result in a change to the way work is carried out or work no longer being performed, and as a result the Employee's position becomes excess to requirements, consultation with the Employee and/or their nominated representative will occur to determine possibility to redeploy the Employee to another position if a suitable vacancy exists and provide necessary training.

8.6 Redundancy

The Victorian Government policies in relation to public sector redundancy and redeployment are set out in the Public Sector Industrial Relations Policies 2015 or its successor. These policies apply to the Centre but do not form part of this Agreement.

9 Specific terms and conditions: Administration Employees

9.1 Personal leave

An Employee will progressively accrue 15 days personal/carer's leave for each 12-month period of service from commencement of employment.

Personal leave is cumulative from year to year but is not paid on termination of employment.

9.2 Spread of hours

The normal spread of hours is 76 to be worked as any ten (10) days of 14 in a fortnight, 8.00am – 11.00pm, subject to overtime and time in lieu provisions as per clauses 9.4 and 9.5 respectively.

The standard working week for Administration Employees is Monday to Friday. The spread of hours may be varied to any ten (10) days of 14 in the fortnight by mutual agreement between Employees and the Chief Executive Officer.

A normal working day, of which ten (10) days would make up the 76-hour fortnight, would commence at 9.00am, conclude at 5.36pm and include a one-hour unpaid meal break. The hours of the normal working day may be varied within the 76 hours of the fortnight to suit an individual, in consultation with the Chief Executive Officer or his/her delegate.

The ordinary hours of work for a day consist of a minimum of four (4) hours and a maximum of 10 hours.

General staff meetings will consist of a minimum 1.5 hours.

9.3 Meal breaks

A normal meal break will be of up to one (1) hour's duration. An Employee is not to work more than five (5) hours without a meal break. Where a meal break cannot be taken until later than five (5) hours after commencing work, the period of time between the five (5) hours from commencement of work to the commencement of the break shall be accrued at double time.

9.4 Overtime

- (a) The Centre may require reasonable additional hours to be worked subject to an Employee's right to refuse, under clause 3.1.6. Where practicable and mutually agreed between the Employee and the Chief Executive Officer (CEO), time in lieu provisions as provided in clause 9.5 may replace overtime with exceptions outlined in clause 9.5.
- (b) Employees shall be paid overtime for work performed Monday to Saturday in excess of ten (10) hours in a day at the rate of time and a half for the first two (2) hours then double time.
- (c) Employees shall be paid overtime for work performed in excess of 38 hours per week at the rate of time and a half for the first two (2) hours then double time.
- (d) Employees shall be paid overtime for work performed on public holidays at the rate of double time with a minimum payment of four (2) hours.
- (e) Employees shall be paid overtime for work performed between the hours of 11:00pm and 8:00am at the rate double time.
- (f) Part-time Employees shall receive payment for all work performed in excess of the contracted ordinary hours but less than 38 hours in one week at the rate of single time.
- (g) Any overtime to be worked must be authorised in advance by the Chief Executive Officer or their delegate, except as provided for in clause 9.4(j).

- (h) In instances where administration Employees are required to undertake operational duties, due to no operations Employees being available to undertake those duties, they will be paid the same penalties as operations Employees at their substantive administrative rate. Where possible this will require the approval of the Chief Executive Officer or delegate.
- (i) Clauses 9.4 and 9.5 do not apply to Employees classified at Grade 6 or Grade 7, except as provided for in clause 9.4(j).
- (j) In exceptional circumstances the CEO or their delegate may request an Employee classified at Grade 6 or Grade 7 to work paid overtime at the rates specified in clause 9.4.

9.5 Time in lieu

- (a) The Employee and the Chief Executive Officer (CEO) or delegate may agree that the Employee shall take time in lieu in place of overtime.
- (b) Time in lieu accrued and taken will be recorded on fortnightly timesheets.
- (c) The Employee and the CEO or delegate may agree that an arrangement for time in lieu may be made on an ongoing basis.
- (d) Time in lieu may be granted to replace the following instances of overtime:
 - (i) Hours worked on Monday to Saturday in excess of ten (10) hours in a day may be granted on the basis of 1.5 hours off for each hour worked
 - (ii) Hours worked in excess of 38 hours per week may be granted on the basis of 1.5 hours off for each hour worked
 - (iii) Hours worked on a Sunday may be granted on the basis of two (2) hours off for each hour worked.
- (e) Time in lieu may not be used to replace the following instances of overtime:
 - (i) Hours worked between the hours of 11:00pm and 8:00am
 - (ii) Hours worked on public holidays.
- (f) Time in lieu may be accumulated to a maximum of 38 hours and shall be taken at a time which is mutually convenient to the Employee and the Centre.
- (g) Time in lieu which accumulates to over 38 hours must have the written approval of the CEO.
- (h) Time in lieu will be monitored by the Chief Executive Officer or delegate on a regular basis.

9.6 Work on Sunday

An Employee may be required to work Sunday as one of their ten (10) days in fourteen in a fortnight. Under these circumstances a penalty of double time is applicable with a minimum payment for four hours.

9.7 Work classifications and pay rates

Employees are engaged according to classifications as set out in Appendix C and Appendix D. Pay rates are detailed in Appendix A.

10 Specific terms and conditions: Operations Employees

10.1 Hours of work and penalties – Technical Employees

The terms and conditions in this clause relate to the following Employees' classifications:

- (a) Head technician
- (b) Supervising technician
- (c) Technician
- (d) Stage hand
- (e) Projectionist
- (f) Stage door

Clause	Terms and conditions	Full-time and part-time Employees	Casual Employees
10.1.1	Hours of work	Up to 38 hours per week to be worked on any 5 of 7 days at up to 7.6 hours per day to be worked continuously (subject to a suitable meal break) between the hours of 8.00am and 11.00pm. The 5 days may not necessarily be consecutive.	As per roster, set in advance, on an as-required basis
10.1.2	Nomination of sixth day	If an Employee works a 6th day in 7 the shortest day will be nominated as the 6th day by rostering. The days do not have to be consecutive. In the advent of working 7 days Monday to Sunday the 6th day remains the allocated day and cannot be moved.	

Clause	Terms and conditions	Full-time and part-time Employees	Casual Employees
10.1.3	Additional annual leave	<p>Full-time Employees work a standard 38 hours per week and are paid a standard 38 hours per week.</p> <p>For full-time technical Employees employed as at 23 September 2014 an additional 2 hours worked per week is converted into an entitlement of an additional 10 days annual leave plus leave loading. These technical Employees may cash-in up to 10 days annual leave plus leave loading per year on request.</p> <p>Full-time technical Employees employed after 23 September 2014 will be employed on a 38-hour week with standard leave accruals.</p>	Not applicable
10.1.4	Spread of hours – Monday to Friday	<p>8:00am – 11:00pm:</p> <ul style="list-style-type: none"> • First 8 hours – Single time • Next 2 hours – Time and a half • Thereafter – Double time <p>11:00pm – 12:00 midnight:</p> <ul style="list-style-type: none"> • Time and a half <p>12:00 midnight – 8:00am:</p> <ul style="list-style-type: none"> • Double time 	<p>8:00am – 12:00 midnight:</p> <ul style="list-style-type: none"> • First 8 hours – Single time • Next 2 hours – Time and a half • Thereafter – Double time <p>12:00 midnight – 8:00am:</p> <ul style="list-style-type: none"> • Double time
10.1.5	Spread of hours – Saturday	<p>8:00am – 11:00pm</p> <ul style="list-style-type: none"> • First 8 hours – Single time • Next 2 hours – Time and a half • Thereafter – Double time <p>11:00pm – 12:00 midnight</p> <ul style="list-style-type: none"> • Time and a half <p>Finish time beyond midnight</p> <ul style="list-style-type: none"> • Triple time, minimum call 3 hours, starting from 11:00pm 	<p>8:00am – 12:00 midnight</p> <ul style="list-style-type: none"> • First 8 hours – Single time • Next 2 hours – Time and a half • Thereafter – Double time <p>Finish time beyond 12:00 midnight</p> <ul style="list-style-type: none"> • Triple time, minimum call 3 hours, starting from 11:00pm

Clause	Terms and conditions	Full-time and part-time Employees	Casual Employees
10.1.6	Saturday evening or eve of a public holiday – Bump-out only with a finish time beyond midnight	<ul style="list-style-type: none"> • Triple time, minimum call 3 hours 	
10.1.7	Sunday	<p>If Sunday is part of a 5-day working week</p> <ul style="list-style-type: none"> • First 8 hours – Double time, minimum call 4 hours • Hours thereafter – Triple time <p>If Sunday is 6th day</p> <ul style="list-style-type: none"> • Triple time, minimum call 4 hours 	<ul style="list-style-type: none"> • First 8 hours – Double time, minimum call 4 hours • Hours thereafter – Triple time
10.1.8	Public holiday	<p>If public holiday is part of a 5-day working week</p> <ul style="list-style-type: none"> • First 8 hours – Double time and a half, minimum call 4 hours • Hours thereafter – Triple time <p>If public holiday is a 6th day</p> <ul style="list-style-type: none"> • Triple time, minimum call 4 hours 	<ul style="list-style-type: none"> • First 8 hours – Double time and a half, minimum call 4 hours • Hours thereafter – Triple time
10.1.9	6th day penalty (other than a Sunday or public holiday)	<p>First 4 hours</p> <ul style="list-style-type: none"> • Time and a half, minimum call 4 hours <p>Hours thereafter</p> <ul style="list-style-type: none"> • Double time 	Not applicable
10.1.10	Minimum calls – other than part-time Employees	<p>Unless otherwise specified in clauses 10.1.1 - 10.1.9:</p> <ul style="list-style-type: none"> • 3 hours – Head technicians, Supervising technicians, Technicians, Stage hands and Stage door • 4.25 hours – Projectionists • 1.5 Hours – General staff meetings 	
10.1.11	Minimum calls – part-time Employees	<p>Unless otherwise specified in clauses 10.1.1 – 10.1.9</p> <p>4 hours</p> <p>1.5 hours – General staff meetings</p>	

10.2 Hours of work and penalties – Cleaning Employees

The terms and conditions in this clause relate to the following Employees' classifications:

- (a) Head cleaner
- (b) Cleaner

Clause	Terms and conditions	Full-time and part-time Employees	Casual Employees
10.2.1	Hours of work	Up to 38 hours per week to be worked 5 days out of 7 between the hours of 6:00am and 11:00pm, subject to suitable meal breaks.	As per roster, set in advance, on an as-required basis.
10.2.2	Spread of hours – Monday to Saturday	6:00am – 8:00am: <ul style="list-style-type: none"> Penalty 1 (single time plus 20%) 8:00am – 11:00pm: <ul style="list-style-type: none"> First 8 hours – Single time Next 2 hours – Time and a half Thereafter – Double time 11:00pm – 6:00am: <ul style="list-style-type: none"> Penalty 2 (single time plus 30%) 	6:00am – 8:00am: <ul style="list-style-type: none"> Penalty 1 (single time plus 20%) 8:00am – 11:00pm: <ul style="list-style-type: none"> First 8 hours – Single time Next 2 hours – Time and a half Thereafter – Double time 11:00pm – 6:00am: <ul style="list-style-type: none"> Penalty 2 (single time plus 30%)
10.2.3	Sunday	If Sunday is part of a 5-day working week: <ul style="list-style-type: none"> First 8 hours – Double time, minimum call 4 hours Hours thereafter – Triple time If Sunday is 6th day: <ul style="list-style-type: none"> Triple time, minimum call 4 hours 	<ul style="list-style-type: none"> First 8 hours – Double time, minimum call 4 hours Hours thereafter – Triple time
10.2.4	Public holiday	If public holiday is part of a 5-day working week: <ul style="list-style-type: none"> First 8 hours – Double time and a half, minimum call 4 hours Hours thereafter – Triple time If public holiday is a 6th day: <ul style="list-style-type: none"> Triple time, minimum call 4 hours 	<ul style="list-style-type: none"> First 8 hours – Double time and a half, minimum call 4 hours Hours thereafter – Triple time

Clause	Terms and conditions	Full-time and part-time Employees	Casual Employees
10.2.5	6th day penalty (other than a Sunday or public holiday)	First 4 hours: <ul style="list-style-type: none"> • Time and a half, minimum call 4 hours Hours thereafter: <ul style="list-style-type: none"> • Double time 	Not applicable
10.2.6	Minimum calls	Unless otherwise specified in 10.2.1 – 10.2.5: <ul style="list-style-type: none"> • 3 hours for other than part-time Employees • 4 hours for part-time Employees • General Staff meetings 1.5 hours 	

10.3 Hours of work and penalties – front of house, box office and food & beverage Employees

The terms and conditions in this clause relate to the following Employees' classifications:

- (a) Front of House supervisor
- (b) Head usher
- (c) Usher
- (d) Program and merchandise seller
- (e) Booking clerk
- (f) Supervisory booking clerk
- (g) Ticket seller
- (h) Food & beverage attendant level 1
- (i) Food & beverage attendant level 2
- (j) Food & beverage attendant level 4
- (k) Food & beverage supervisor level 5
- (l) Food & beverage cook level 6

Clause	Terms and conditions	Full-time and part-time Employees	Casual Employees
10.3.1	Hours of work	Up to 38 hours per week to be worked 5 days out of 7 between the hours of 6:00am and 11.00pm, subject to suitable meal breaks.	As per roster, set in advance, on an as-required basis
10.3.2	Spread of hours – Monday to Friday	8:00am – 12:00 midnight: <ul style="list-style-type: none"> First 8 hours – Single time Next 2 hours – Time and a half Thereafter – Double time 12:00 midnight – 8:00am: <ul style="list-style-type: none"> Double time 	8:00am – 12:00 midnight: <ul style="list-style-type: none"> First 8 hours – Single time Next 2 hours – Time and a half Thereafter – Double time 12:00 midnight – 8:00am: <ul style="list-style-type: none"> Double time

Clause	Terms and conditions	Full-time and part-time Employees	Casual Employees
10.3.3	Sunday	If Sunday is part of a 5-day working week: <ul style="list-style-type: none"> • First 8 hours – Double time, minimum call 4 hours • Hours thereafter – Triple time If Sunday is 6th day: <ul style="list-style-type: none"> • Triple time, minimum call 4 hours 	<ul style="list-style-type: none"> • First 8 hours – Double time, minimum call 4 hours • Hours thereafter – Triple time
10.3.4	Public holiday	If public holiday is part of a 5-day working week: <ul style="list-style-type: none"> • First 8 hours – Double time and a half, minimum call 4 hours • Hours thereafter – Triple time If public holiday is a 6th day: <ul style="list-style-type: none"> • Triple time, minimum call 4 hours 	<ul style="list-style-type: none"> • First 8 hours – Double time and a half, minimum call 4 hours • Hours thereafter – Triple time
10.3.5	6th day penalty (other than a Sunday or public holiday)	First 4 hours: <ul style="list-style-type: none"> • Time and a half, minimum call 4 hours Hours thereafter: <ul style="list-style-type: none"> • Double time 	Not applicable
10.3.6	Minimum call	Unless otherwise specified in clauses 10.3.1 – 10.3.5: <ul style="list-style-type: none"> • 3 hours for other than part-time Employees • 4 hours for part-time Employees • General staff meetings 1.5 hours 	

10.4 Hours of work and time off – all operations Employees

The spread of hours of work as specified in clauses 10.1, 10.2 and 10.3 may be varied by mutual agreement between the Centre and an Employee.

An Employee who is required to wear a uniform and who is required to change into and from such uniform at work, will be allowed up to fifteen (15) minutes' changing time at the commencement and conclusion of each shift. The time allowed for changing to and from such uniforms will count as time worked.

Except as otherwise provided for in this Agreement an Employee engaged by the hour, who has been required to attend for the purpose of starting work and has actually so attended, will be paid for working from the time the Employee so attends.

The work of Employees will be so arranged that wherever reasonably practicable they have at least ten (10) consecutive hours off duty between shifts on successive days.

An Employee who is rostered to commence ordinary hours of duty without having had at least ten (10) consecutive hours off duty since the termination of work on the previous day will, subject to this subclause, be given ten (10) consecutive hours off duty without loss of pay for any rostered working time occurring during such absence.

If on the instructions of the Centre management, an Employee resumes work without having had ten (10) consecutive hours off duty, that Employee will be paid at double time rates (unless a higher rate is otherwise applicable) until released from duty for such period and will then be entitled to be absent until having had such ten (10) consecutive hours off duty without loss of pay for rostered working time occurring during such absences.

Where an Employee continues or resumes work on a Sunday or public holiday, that Employee will be paid at the appropriate rate for such work, which may include payment in excess of double time.

10.5 Call-backs – full-time and part-time operations Employees

An Employee recalled to work overtime after leaving his/her Employer's business premises (whether notified before or after leaving the premises) will be paid for a minimum of three (3) hours work at the appropriate rate for each time they are so recalled, provided that, except in the case of unforeseen circumstances arising, the Employee will not be required to work the full three (3) hours if the job he/she was recalled to perform is completed within a shorter period.

This will not apply in cases where it is customary for an Employee to return to his/her Employer's premises to perform a specific job outside his/her ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

Overtime worked in the circumstances specified in clause 10.5 will not be regarded as overtime when the actual time worked is less than three (3) hours.

Where an operational Employee is directed at short notice to perform an alternate operational role, the Employee will be paid at their substantive rate for the duration of the hours worked.

10.6 Notice of change – all Operations Employees

Where an Employee is required to work all night after the evening performance the Employee will, wherever possible, be given 24 hours notice. Should an Employee, because of special circumstances, not desire to work he/she may arrange for a competent deputy to take his/her place. Whether the deputy is competent will be a decision of the Centre.

10.7 Meal breaks

It is important that all Employees receive proper breaks to prevent fatigue.

Meal breaks will, where possible, be taken within the following times:

- (a) Lunch – a continuous period of time between 12:00noon and 3:00pm
- (b) Dinner – a continuous period of time between 5:00pm and 8:00pm
- (c) Breakfast – a continuous period of time between 7:00am and 9:00am

Under normal circumstances a meal break should be granted not later than five (5) hours after commencing work. Where a meal break cannot be taken until later than five (5) hours after commencing work, the period of time between five (5) hours after commencing work and the time of commencement of the meal break shall be paid at double time unless the Employee chooses to miss a meal break and this is authorised by their supervisor. Missed meal breaks would not be approved if the Employee is working longer than 7.6 hours. The period of time allowed for a meal break is not counted as ordinary hours of work.

10.7.1 Technical Employees

- (a) A normal meal break will be of one hour's duration for Head Technicians, Supervising Technicians, Technicians, Stage hands, Projectionists and Stage Door Employees.
- (b) In exceptional circumstances hirers will be given the opportunity to schedule half hour meal breaks. This is confined to school shows only, where the hirer must finish in time for students to be back at school by 3.30pm. In this case a penalty of double time is applicable for the missed half of the meal break.
- (c) Employees are not obliged to return to work from a meal break in less than an hour at the request of a hirer.
- (d) There may be exceptional circumstances which require a reduced meal break. The supervising technician will assess the situation and guided by the Centre meal break policy will offer an alternative to the hirer. If as a result of this consideration a meal break is reduced to a half-hour, a penalty of double time is applicable for the missed half of the meal break.
- (e) Employees may elect to take a meal break less than an hour in order to alter their rostered start or finish time. This may be done in consultation with the Operations Manager so long as this practice does not incur penalty payments.
- (f) Unless otherwise authorised, Employees must take a one (1) hour meal break on Sundays and public holidays.

10.7.2 Cleaning Employees

A normal meal break will be of one-half hour's duration for Head cleaners and Cleaners.

10.7.3 Front of House, Box Office and Food & Beverage Employees

- (a) A normal meal break will be of one (1) hour's duration for Front of House supervisors, Head ushers, Ushers, Program and Merchandise Sellers, Booking Clerks, Ticket Sellers, Food & Beverage Attendants levels 1, 2, 4 & 5 and Food & Beverage Cook level 6.
- (b) If a shift is six (6) hours or less, a half hour meal break may be rostered, with no penalty payment applicable.

10.8 Short breaks for Technical Employees

Due to the nature of work in theatres, Employees are asked to remain aware of the needs of the hirer and be flexible in the timing of taking short breaks wherever possible.

Employees are entitled to one short break of up to 15 minutes, during a shift of between three (3) and five (5) hours.

Additional short breaks for smoking/refreshments are not permitted.

It is important for safety and operational reasons that venue users/hirers are not left unattended in the Centre work areas. This includes professional and community users. Therefore, the Centre technical Employees should coordinate short breaks to ensure an Employee is always on duty.

When a short break is needed, Employees are required to advise the Supervising Technician. When approving short breaks the Supervising Technician is required to:

- (a) assess the most appropriate time to take the break
- (b) communicate the need for a break to a co-worker and the hirer
- (c) confirm the most appropriate time with the hirer and co-workers

If one Employee is rostered on a shift, then measures must be taken to ensure that a short break can be taken such as:

- (a) using a technical department Employee to provide relief
- (b) rostering additional Employees to cover breaks

Additional short breaks during a shift are allowable for the following reasons:

- (a) toilet break
- (b) water/refreshment
- (c) rest
- (d) emergency/urgent business.

10.9 Personal leave

- (a) An Employee will progressively accrue 10 days personal/carer's leave per 12-month period from commencement of employment.
- (b) Personal leave is cumulative from year to year but is not paid on termination of employment.

10.10 Allowances

All allowances detailed below and specified in Appendix B will be no less than the rates payable in the Live Performance Award.

10.10.1 Tools/equipment

- (a) Where the Centre requires an Employee to wear suitable protective clothing the Centre will reimburse the Employee for the cost of purchasing the uniform. This clause does not apply where the uniform is supplied by the Centre.
- (b) Where it is necessary for Employees to work in wet weather, the Centre will reimburse the Employee for the cost of purchasing overcoats and wet weather gear. This clause does not apply where the clothing is supplied by the Centre.
- (c) Where it is necessary for Employees to use mechanical equipment including torches the Centre will reimburse the Employee for the cost of purchasing this equipment. This clause does not apply where this equipment is supplied by the Centre.

10.10.2 Uniform

Where the Centre does not launder Employee uniforms a uniform allowance will apply as set out in Appendix B.

10.10.3 Unusual costume or unusual uniform

If an Employee is required to wear a costume or uniform more unusual than is reasonably necessary for the performance of his/her work, an allowance will apply as per Appendix B.

10.10.4 Appearance on stage

Where a technical Employee is required to appear on stage as a formally directed part of a performance, an allowance will apply as set out in Appendix B. This allowance is not applicable where the task is changing or moving scenery, props, sound, lighting and musical equipment or presenting flowers.

10.10.5 Recording allowance

Where a performance is to be recorded or transmitted by any means, all production Employees who perform work on that performance are to receive an allowance as set out in Appendix B, provided that:

- (a) the recording allowance will only be paid when the recording or transmission takes place during a performance or performances; and
- (b) one (1) payment only will be made, notwithstanding that recording of a production may take place over a series of performances.

Where a performance is recorded for sound only or transmitted by radio only the provisions of clause 10.10.5 will apply to Sound Technicians only.

The provisions of clause 10.10.5 will not apply to:

- (a) extracts of a performance or performances which are recorded or transmitted for news, publicity or promotional purposes, including paid television or radio commercials for that performance or season of performances;
- (b) a performance or performances which are recorded for training, educational or archival purposes, provided that the hirer undertakes in writing to the Centre that such recordings will not be used for public broadcast, exhibition, distribution or sale
- (c) occasions when the only purpose of the hiring is the recording or transmission of a performance, even though a non-paying audience may be present.

This allowance is not to be recorded as ordinary pay insofar as the calculation of overtime, penalty, shift and annual leave loading payments are concerned.

Where the Centre proposes an exclusion from payment of the recording allowance as provided for in clause 10.10.5, the Centre will provide all production Employees with seven (7) days notice of any such performance provided that where such recording or transmission is arranged with less than seven (7) days' notice, all production Employees will be provided with notice as soon as arrangements for the relevant recording or transmission are made.

10.10.6 Meal allowance

Box office Employees who work a continuous shift and do not receive a meal break are to be paid a weekly meal allowance as set out in Appendix B.

Employees (other than Cleaners) who have worked between midnight and 8.00am and who work past 8.00am are to be paid an allowance as set out in Appendix B for each meal interval occurring before their finishing time, provided that, this will not apply to an Employee who has commenced work at or after 5.00am.

Employees required to work overtime without being notified on the previous day or earlier that they will be required to work, will either be supplied with a meal by the Centre or be paid an allowance as set out in Appendix B for the second and subsequent meal.

10.10.7 Accommodation

Where an Employee is required to travel the following provisions will apply:

- (a) Where the period of travel is one (1) week or less the Centre will provide suitable accommodation or by mutual agreement, an allowance as set out in Appendix B shall be payable, in lieu of the provision of accommodation.
- (b) Where the period of travel is greater than one (1) week the Centre will provide suitable accommodation or if the Centre elects not to provide accommodation then the Employee will be reimbursed for the expenses of such accommodation up to the maximum limits set out in Appendix B.
- (c) Where the Centre and the Employee agree in writing, shared accommodation may be provided by the Centre. The Centre will retain a copy of any such agreement.
- (d) Where the Centre is not providing accommodation and Employees agree in writing to share accommodation the reimbursement limits set will be increased by 25% in respect of such shared accommodation. A copy of such agreement will be retained by the Centre.
- (e) Reimbursement will be made weekly or at such longer intervals as agreed and will be made upon presentation by the Employee of a receipted account for the accommodation or such other arrangements as are agreed.
- (f) In lieu of the provisions of (a) an Employee may elect to take a cash allowance as set out in Appendix B.
- (g) When any travel in excess of one week duration is required, as much notice as is practicable must be given. Such notice will also include whether the Centre is providing accommodation in accordance with this clause and the details of the accommodation. The Employee must indicate within 14 days of the offer of accommodation whether they propose to accept the offer, unless impractical to do so in the circumstances.
- (h) The Centre will assist any Employee who requests such assistance in the obtaining of any available discounts on accommodation of the Employee's choice.

10.10.8 Meals

Employees required to travel will be provided by the Centre with all meals or paid an allowance as set out in Appendix B.

10.10.9 Incidentals

Employees required to travel will be paid an allowance for incidentals as set out in Appendix B.

10.10.10 Other

- (a) A permanent Employee required to travel and remain away from their usual place of residence, will travel by economy class aircraft or, if there are no scheduled flights, then first class train or bus transport.
- (b) Where an Employee is required to use their motor vehicle or motorcycle at the request of the Centre, the Employee will be paid an allowance as set down by the LPA for the use of a private vehicle or motorcycle.
- (c) The Centre will not require any Employee to undertake travel if it necessitates travelling by a conveyance to which such Employee has a reasonable objection.
- (d) The rate of pay for travelling time outside of the normal working hours will be ordinary rates, except on Sundays and public holidays where it will be time and a half.

- (e) The maximum travelling time to be paid for will be twelve (12) hours out of every 24 hours, or when a sleeping berth is provided by the Centre for all-night travel, eight (8) hours out of every 24.

10.10.11 Working late allowance

Where an Employee is required to work overtime until it is too late to travel home by the last train, tram or his/her other regular public conveyance the Centre will reimburse the Employee for the cost of travelling home. This clause does not apply where the Centre supplies the transport.

Relationship with union and right of entry

It is recognised by the Centre, unions and Employees that union membership is an individual choice but the Centre will assist Employees to build an understanding of the role of unions. In this context:

- (a) Employees are entitled to be represented by their nominated representative or delegate in relation to matters arising under this Agreement.
- (b) The Centre will provide paid leave for up to seven (7) Union delegates (one from each department) for purposes of industrial relations training and union meetings to a maximum of 6 hours per financial year. This training will be delivered on site at the Centre. Permanent and casual Employees will include these hours as part of their standard working hours so that no penalties are incurred.
- (c) Nominated representatives of Employees are entitled to:
 - (i) Post or distribute written or electronic material in the workplace relating to matters arising under this Agreement
 - (ii) Reasonable time off from normal duties to enable them to properly carry out representative functions, including representing Employees and participating in consultation activities or bargaining activities. Such time off will not unduly affect the Centre's operational requirements.
- (d) The Centre will facilitate payment of union membership fees by salary deduction when requested by Employees.
- (e) The Centre shall provide access to a designated noticeboard. Staff delegates or representatives will be permitted to post authorised Union materials on these notice boards.
- (f) The Centre will notify union representatives of any formal induction training for new Employees.
- (g) The Centre will include information in relation to Union membership as provided by the union in welcome information for new Employees.
- (h) The Centre will facilitate distribution of information in relation to proposed visits by the union(s) to the workplace.
- (i) The Centre will consider payment for MEAA members to attend union meetings on a case-by-case basis with prior notification to the Centre by the union. Agreement will not be unreasonably withheld. Employees may attend such Union meetings during work time without loss of pay. Permanent and casual Employees will include these hours as part of their standard working hours so that no penalties are incurred.
- (j) For the purposes of ensuring compliance with this Agreement and the FWC Act, an official of the MEAA who has been issued with an entry permit by the Fair Work Commission pursuant to section 512 of the Fair Work Act 2009 will be permitted access to the workplace provided he/she complies with the provisions set out in Part 3-4 of the Fair Work Act 2009.

12

Execution of agreement

Signed for and on behalf of **Geelong Performing Arts Centre Trust**
81 Ryrie Street
GEE LONG, Victoria 3220

I declare that I am the authorised representative of the Geelong Performing Arts Centre Trust and have the authority to sign this Agreement on behalf of the Trust.

Signature



Name: Joel McGuinness

Witness Signature



Witness Name: Ahmer Jalil

Position: Chief Executive Officer

Contact Details: 22 Malop Street, Geelong,
 VIC 3220.

Date 1/6/22

Date 01/06/2022

Signed for and on behalf of **Media, Entertainment and Arts Alliance**
PO Box 723, Strawberry Hills, NSW 2012

I declare that I am the authorised representative of the Media Entertainment and Arts Alliance and have the authority to sign this Agreement on behalf of the Union.

Signature



Name: PAUL MURPHY

Witness Signature



Witness Name NAREEN YOUNG

Position: CHIEF EXECUTIVE, MEAA

Contact Details 245 CHALMERS STREET
 REDFERN NSW 2016

Date 1/6/22

Date 1/6/22

Appendix A – Base rates of pay

Base rates of pay

1. Preamble

- 1.1. Appendix A contains the minimum base rates of pay that are applicable to both current and new Employees.
 - 1.2. All rates in this Appendix refer to the starting rates for new Employees, and do not include increases earned through performance increments across the life of the previous Agreement.
 - 1.3. Employees engaged prior to the date of the first pay increase found in this Agreement may have earned one or more performance increments during the life of previous Agreements; such Employees will therefore have rates of pay that differ from the rates found in this Appendix.
 - 1.4. Employees engaged at the time of agreement to this instrument will have their current rate maintained, and the annual increases provided for in the Agreement will be calculated cumulatively on that current rate, inclusive of any further performance increments.
- a. Employees may request individual calculations illustrating the progress of base rates of pay in accordance with this Agreement at any time.

2. Operations Employees

- 2.1.** [01 December 2021] is the date at which base rates of pay are increased by the agreed annual increase in clause 2.4.1. A casual loading of 25% is then applied.
- 2.2.** Notwithstanding the rates of pay for casual and weekly operations Employees contained in Appendix A, the rates of pay applicable to casual and weekly operations Employees will exceed the relevant award rate of pay by a minimum of 1%.

Indicative titles ¹	Base Hourly Rate ²	Casual Hourly Rate ³	Full-time Weekly Rate ⁴	
Food & beverage (F&B) Attendant Level 1	\$20.81	\$26.01		
F&B Attendant Level 2 Stage Door; Usher; Cleaner; Program and Merchandise, Ticket Seller	\$22.55	\$28.19		
Box Office; Head Usher	\$23.68	\$29.60	Box office	\$900.15
F&B Attendant Level 4 Technician; Box office shift supervisor	\$24.14	\$30.18	Head cleaner Technician	\$917.49
Supervising technician	\$24.90	\$31.13	Supervising technician	\$946.15
F&B Supervisor Level 5; F&B Cook Level 6 Front of house supervisor	\$25.66	\$32.08	Head Technician	\$975.02
Projectionist	\$28.93	\$36.16		

¹ The usual position or role names under which an employee will be engaged to undertake duties; which the employer may choose to slightly vary in language from time-to-time; and which generally align with the classification structure of the Award.

² The base rate of pay for Employees who are engaged by the hour as set at 01 December 2021 .

³ The rate of pay for employees who are engaged by the hour who are casual employees, inclusive of the base rate of pay plus a 25% casual loading, as set at 01 December 2021 .

⁴ The full-time, weekly equivalent rate of pay for roles identified as weekly roles and where Employees are engaged as such, as set at 01 December 2021. Based on a regular week of 38 hours multiplied by the appropriate base hourly rate for that position or role. Please note that part-time Employees engaged on a weekly basis would earn a pro rata of their full-time equivalent.

3. Administration Employees

The following tables outline the base grades and annualised grade ranges throughout the term of this agreement.

Base rates date of in principle agreement

Grade	Sub grade	Range	
		Minimum	Maximum
Grade 1		41,772	49,229
Grade 2	2.1	49,230	53,456
	2.2	53,457	57,681
Grade 3	3.1	57,682	64,913
	3.2	64,914	72,142
Grade 4	4.1	72,144	85,065
Grade 5	5.1	85,066	90,891
	5.2	90,892	96,717
Grade 6	6.1	96,718	113,964
	6.2	113,966	131,209
Grade 7	7.1	131,210	161,209
	7.2	161,210	191,209

Appendix B– Allowances

The following allowances are paid in accordance with the Live Performance Award (LPA) as updated in accordance with changes to the allowances in that Award.

Allowance	LPA clause ref:	LPA allowances 01 November 2021
Uniform		
per day	14.2(d)(ii)	\$3.07
up to maximum per week		\$13.85
Recording Allowance	60.2(a)	\$143.02
Meal Allowance	60.3(a)(i)	
per meal interval		\$19.33
Meal allowance	60.3(a)(ii)	
per meal		\$19.33
Accommodation for greater than 1 week	14.3	
maximum per week for:		
Sydney, Melbourne		\$1,395.00
Adelaide, Hobart, Perth, Brisbane		\$984.47
Canberra		\$1,199.00
Other		\$917.70
Accommodation cash allowance		
per night	14.3(d)	\$139.36
per week	14.3(d)	\$696.90
Meals while travelling		
per day	14.3(h)	\$60.98
per week	14.3(h)	\$304.81
Incidentals while travelling	14.3(i)	
per day		\$17.26
per week		\$86.42

Other allowances apply as follows:

	Agreement clause ref:	Rate 01 September 2020	Rate 01 December 2021
Unusual costume or unusual uniform			
per performance	10.11.3	\$1.49	\$1.52
per week	10.11.3	\$7.18	\$7.32
Appearance on stage			
per performance	10.11.4	\$4.34	\$4.43

Appendix C – Operational Employees Classification Scheme

Work classification

Employees are engaged according to the classifications set out below and paid at the rate as per Appendix A.

Work classification	Includes the following Employees
Head technician	In addition to the duties of a Supervising Technician, this person may be required to supervise the work of one or more technicians or other Employees and is generally responsible for a section within the Technical department, i.e. Lighting, Audio, Audio-Visual or other, under the direction of the Technical Operations Coordinator. Extensive knowledge of theatre operations in all technical disciplines is required as they may be required to maintain and service mechanical and electrical plant and equipment associated with the Centre.
Supervising technician	A person who supervises and directs the work of one or more Technicians or other Employees, under the direction of the Technical Operations Coordinator. May also be required to undertake maintenance and servicing of mechanical and electrical plant and equipment associated with the venue.
Technician	A person who makes all kinds of props and is competent in any class of general maintenance and mechanist work, and who operates lighting or sound equipment for a performance. Able to complete general stage work under the supervision of the Supervising Technician.
Stagehand	An Employee employed to carry out general mechanist work and/or set up lighting or sound equipment under the direction of the Supervising Technician. This person will not be rostered on a performance call.
Projectionist	A person who holds a current projectionist's licence as prescribed by relevant State legislation. In charge of motion picture projection equipment and the presentation of pictures in a theatre, and includes supervision of assistant projectionists and maintenance of projection equipment.
Stage door	A person who performs duties of a Stage Door Attendant and who may also be responsible for the supervision and rostering of other Stage Door Attendants. This person will also assume the responsibilities of Wardrobe Assistant as required.
Head cleaner	A person who is responsible for the cleaning of any part of the Centre and supervises the work of one or more Cleaners.
Cleaner	A person responsible for cleaning any part of the Centre.
Event manager	A person who liaises directly with artists, agents, tour managers and production personnel, providing a high level of event management, production management, stage management and production services, coordinating and managing all requirements for a variety of events within the Centre managed venues, observing current Health and Safety policies, and delivering allocated events efficiently and smoothly to the highest standard.
Front of house supervisor	A person who co-ordinates all Front of House operations during a performance, seminar or meeting including supervision of ushers and program & merchandise sellers. This person ensures all public areas are safe, comfortable and attractive and is responsible for ensuring the promoter and customers receive excellence in customer service.

Work classification	Includes the following Employees
Head usher	A person who co-ordinates pre-show operations for a designated theatre in conjunction with the Front of House manager. Performs the duties of an usher and may be required to carry out low level co-ordination duties as directed by the Front of House Manager.
Usher	A person who directs ticket holders to their correct seats and resolves customer difficulties or complaints. This person has a full knowledge of all emergency procedures and the ability to implement these if required.
Program and merchandise seller	A person who sells programs and merchandise relating to a specific show. Required to count stock and reconcile takings.
Box Office Shift Supervisor	A person who co-ordinates Box Office operations as directed by the Box Office Supervisor and/or Customer Services Manager whilst also working as a booking clerk.
Booking clerk	A person who handles all forms of customer enquiries, bookings, operates a visual display unit, ticketing and PABX switchboard, correspondence, cash and filing duties. Assists the Customer Service Manager as required.
Ticket seller	A person subject to a training period as a new Employee in the ticketing and operational systems of the box office. The training period will last for a minimum of 3 months and end when the Employee demonstrates the skills and knowledge required of a booking clerk.
Food & beverage attendant level 1	A person who clears tables and assists with set up and pack down of functions. This person may be called on to assist in basic food preparation. This level applies to Employees who are undertaking induction training of up to 6 weeks in the case of a full-time or part-time Employee; or 228 hours in the case of a casual Employee.
Food & beverage attendant level 2	A person who sells food and beverages to customers. This person assists in basic food preparation and with the setup and pack down of functions.
Food & beverage attendant level 4	A person who coordinates food and beverage staff and services for the shift.
Food & beverage supervisor level 5	A person who coordinates the delivery of food and beverages in multiple venues. This person performs basic administration duties and overseas stock control and rostering.
Food & beverage cook level 6	This person is responsible for producing food for functions and for sale in the café. They are responsible for the efficient running of all kitchen areas.

Appendix D - Administration Employees Classification Scheme

1. Preamble

- 1.1. This structure provides for 7 levels with the classification of each grade being based on the level of the work undertaken and encompasses the elements of decision-making, communication and knowledge, and proficiency.
- 1.2. The Grade and Value Range Descriptors place generic functions together under the categories of Policy and Projects, Administrative and Corporate Support, Operational Service Delivery and Technical/Specialist roles.
- 1.3. The **Grade Level Descriptors** that are set out below provide an indicative summary of the entry point of each Grade as a guide.
- 1.4. The **Value Range Descriptors** then provide further detail on work value within each Grade. Not all elements of each Value Range are required to satisfy the requirements of the Grade/Value Range but should be considered on the basis of best fit to describe the work.
- 1.5. In Grades with a number of Value Ranges, the first Value Range provides the base, to which relevant elements from the second value range must be added for the purposes of advancement to this level.

2. Grade Level Descriptors

Grade 1

Work Environment:

- Undertake specific and defined tasks within established rules under close supervision
- Communication is mainly focused on routine issues that may require an understanding of the operational context
- Focus is on learning, developing and refining work skills

Typical Functions:

- Perform routine administrative tasks
- Provide routine information, such as standard information and explanations, to clients and members of the public
- Perform routine service delivery functions
- Operate and maintain tools and equipment appropriate to the function and level of qualification
- Assist technicians, scientists and specialists in tasks that are straightforward.

Grade 2

Work Environment:

- Apply rules, processes and standards under general supervision
- Judgement is required to solve problems arising in own work program
- Explain rules, procedures and operational policies to individual clients or colleagues
- Understand and apply theoretical principles, under supervision, to achieve defined outcomes

Typical Functions:

- Collect data, undertake basic analysis and prepare simple reports
- Provide office support through activities such as using and maintaining standard office equipment and software
- Provide standard services under general supervision and within a defined service delivery framework
- Conduct routine scientific, technical or specialist procedures and data collection, collation and analysis
- Deliver information services to the general public or clients, including initial advice and referral
- Draft routine internal reports and correspondence

Grade 3

Work Environment:

- Exercise professional judgement about the application of rules, or the selection of choices within guidelines
- Initiate improvements to procedures within the work area
- Analysis and advice, and contribute to decision making by others
- Explain concepts and policies to clients, stakeholders and Employees
- Use persuasion, advocacy, negotiation and motivation skills with clients, providers, Employees, peers and managers
- Use theoretical knowledge to achieve agreed outcomes in moderately complex work situations

Typical Functions:

- Conduct projects of defined scope under direction
- Lead a team appropriate to the role
- Maintain corporate databases and complete analysis
- Investigate and assess actions by individuals or organisations against legislation, rules, regulations, service agreements
- Assess client needs and deliver a range of services in complex situations
- Conduct small to medium scientific, technical or specialist projects defined by others
- Prepare briefs on sensitive issues for consideration of others

Grade 4**Work Environment:**

- Innovative thinking is an inherent feature of the job
- Apply negotiation, persuasion and motivation skills to manage Employees and stakeholders
- Apply sound theoretical and practical expertise in development of policy options
- Interpret and apply business plans and policies to own area of responsibility
- Resolve operational service delivery problems consistent with program objectives

Typical Functions:

- Research and develop recommendations in a specific field of expertise
- Contribute to strategic policy development within a specific field of expertise
- Manage multi-disciplinary project teams
- Lead a larger or complex corporate support work unit
- Provide specialist administrative and corporate support expertise
- Determine operational service delivery plans based on accepted standards
- Undertake complex or technical investigations and make recommendations for action
- Manage a scientific, technical or specialist team and/or projects

- Prepare reports, briefs and correspondence on complex issues that impact at program or organisational level

Grade 5

Work Environment:

- Decisions often impact upon Employees, peers and clients outside the immediate work area
- Advice and analysis influences policy development
- Accountable for work organisation, the allocation of resources within and the outputs required of the work area
- Innovative thinking and analysis influences developments within area of responsibility
- Specialist in an area of their profession and relied on for advice in this field

Typical Functions:

- Formulate policy options and advice
- Manage and lead projects
- Provide high level expertise dealing with more complex issues in a specialised corporate support function
- Manage cross-functional delivery within a defined service
- Provide specialist professional services or advice
- Initiate research and analysis within an area of expertise consistent with organisational objectives
- Negotiate with stakeholders and peers

Grade 6

Work Environment:

This category covers only those jobs that require a high level of professional/managerial expertise. Grade 6 classification roles can be distinguished from lower classifications or categories as follows:

Grade 6 roles are expected to take a leadership role in the agency; they work within a particular field of expertise. They achieve their goals through utilising specific academic knowledge, extensive industry and subject matter expertise. They lead others through exercising these professional and managerial skills.

Grade 6 roles may undertake projects and endeavours of greater complexity than other managerial roles.

- Use knowledge of structures, processes and culture of government, the sector and the Department to develop policies and new program or project initiatives
- Identify and respond to new and emerging strategic issues impacting on the operating environment
- Subject matter expert that conceptualises, initiates, implements, promotes and evaluates complex and innovative programs/projects
- Participate in strategic planning and contribute to strategic decision-making process

Typical Functions:

- Responsible for operational policy or service development impacting on a major functional area
- Routinely advise senior stakeholders on policy issues and solutions within a functional area
- Manage an area with significant budget, Employees, responsibilities or strategic importance
- Develop briefs on complex issues that provide options for decision making at the highest level within an organisation
- Initiate and manage negotiations with peers (internal and external to work unit) to gain commitment to projects, and delivery of activities to meet timelines

Grade 7

Work Environment:

This category covers only those jobs that require the highest level of specialist professional/managerial expertise within the VPS. Grade 7 classification roles can be distinguished from other classifications or categories as follows:

Grade 7 roles are expected to take a broad, ongoing leadership role in the agency; they work within a particular field of expertise. They achieve their goals through utilising specific academic knowledge, extensive industry and subject matter expertise. They inspire and stimulate others through exercising these professional and managerial skills.

Grade 7 roles may undertake projects and endeavours of significantly greater complexity than other non-director level roles. Projects by grade 7s are major Government initiatives and carry a far greater risk to Government than a non-director would typically be expected to manage.

Typical functions:

Jobs meet the Grade 7 standard if they are consistent with the following:

- Where the role includes managing others, the focus is on providing leadership, guidance and inspiration within the profession or discipline;
- The job represents the highest level of expertise in the agency within the specific field;

- The job requires recognition as an expert within the particular field;
- The job provides a high level of expertise and specialisation within the agency.

3. Value Range Descriptors

Non-executive career structure classification and value range standard descriptors – Grades 1-4

	Grade 1	Grade 2		Grade 3		Grade 4
		VR 1	VR 2	VR 1	VR 2	
Decision Making	1.1A	2.1A	2.2A	3.1A	3.2A	4.1A
Accountability and Frameworks	<p>Undertakes specific and defined tasks within established rules under close supervision, defined as:</p> <ul style="list-style-type: none"> • Clear and detailed instructions are provided; tasks are covered by standard procedures; • Deviation from procedures or unfamiliar situations are referred to higher levels; and • Work is regularly checked <p>Influences own daily work priorities and schedules under direction of supervisor</p> <p>Accountable for accuracy and timeliness of outputs</p>	<p>Applies rules, processes and standards under general supervision</p> <p>Plans and prioritises own work program to achieve defined targets</p> <p>Changes own work program, which may impact on the operations of the work area</p>	<p>Selects from a range of accepted options established by rules, processes and standards</p> <p>Makes decisions that may have significant impact on clients</p>	<p>Team leadership may be exercised where appropriate to the role</p> <p>Exercises professional judgement about the application of rules, or the selection of choices within guidelines</p> <p>Resolves local operational service delivery problems within guidelines</p> <p>Reviews decisions, assessments and recommendations from less experienced team members</p> <p>Determines the work organisation of the work area</p> <p>Analysis and advice contributes to decision making by others</p> <p>Manages budget and resources for the work area</p>	<p>Sets local precedents regarding the application of guidelines</p> <p>Provides guidance for others in the work area and/or related areas</p>	<p>Develops guidelines within the work area</p> <p>Resolves operational service delivery problems consistent with program objectives</p> <p>Interprets and applies business plans and policies to own area of responsibility. Advice and analysis contributes to policy formulation</p>

	Grade 1	Grade 2		Grade 3		Grade 4
		VR 1	VR 2	VR 1	VR 2	
Innovation and Originality	The focus is on maintaining existing systems and processes Identifies opportunities to improve own efficiency and suggests these to supervisor	Judgement is required to solve problems arising in own work program Takes initiative to recommend improved processes in immediate work area	Creatively deals with problems within the work area	Initiates improvements to procedures within the work area	Assesses and responds to policy and process changes in the work area Identifies and applies developments within professional field to problem solving within the work area	Innovative thinking is an inherent feature of the job Defines the appropriate methodology in the analysis of policy or research options

	Grade 1	Grade 2		Grade 3		Grade 4
		VR 1	VR 2	VR 1	VR 2	
Communication	<p>1.1B</p> <p>Provides and receives routine information</p> <p>Communication is mainly focused on routine issues that may require an understanding of the operational context</p>	<p>2.1B</p> <p>Explains rules, procedures and operational policies to individual clients or colleagues</p> <p>Presents routine information to small groups and provides feedback to organisation</p> <p>Drafts routine internal reports and correspondence</p> <p>Liaises with stakeholders, clients and external providers of goods and services</p> <p>Suggests alternative approaches to clients or stakeholders</p> <p>Understands procedures for effectively dealing with people exhibiting challenging behaviours</p>	<p>2.2B</p> <p>Conducts formal community information sessions and consultative process involving small groups or participates in a similar process in larger groups</p> <p>Uses persuasion skills in dealing with an individual client, colleague, service provider or the like</p>	<p>3.1B</p> <p>May lead a team through activities including individual and team performance management and development</p> <p>Explains concepts and policies to clients, stakeholders and Employees</p> <p>Plans, leads and facilitates information sessions and consultative processes in a range of settings</p> <p>Prepares briefs on sensitive issues for consideration of others</p> <p>Drafts public communication documents</p> <p>Communicates issues and advocates a preferred case or option to stakeholders</p> <p>Communicates professional/technical concepts and advice</p> <p>Provides communication guidance to less experienced colleagues</p> <p>Uses persuasion, advocacy, negotiation and motivation skills with clients, providers, Employees, peers and managers</p>	<p>3.2B</p> <p>Plans, leads and facilitates consultative processes in a range of settings involving more difficult or sensitive issues</p> <p>Prepares complex operational reports requiring in-depth factual analysis</p>	<p>4.1B</p> <p>Conveys specialist concepts and policies to clients, Employees and stakeholders</p> <p>Prepares reports, briefs and correspondence on complex issues that impact at program or organisational level</p> <p>Develops and implements operational communication and consultation strategies on specific projects</p> <p>Applies negotiation persuasion and motivation skills to manage Employees and stakeholders</p>

	Grade 1	Grade 2		Grade 3		Grade 4
		VR 1	VR 2	VR 1	VR 2	
Knowledge and Proficiency	<p>1.1C</p> <p>Focus is on learning, developing and refining work skills</p> <p>Requires knowledge of equipment and tools to perform routine tasks, experiments and procedures, and develops practical application of these skills</p> <p>Requires understanding of general office work routines and procedures</p> <p>Acquires and applies proficiency in standard office equipment and computer applications</p>	<p>2.1C</p> <p>Understands and applies theoretical principles, under supervision, to achieve defined outcomes</p> <p>Develops knowledge of established techniques and organisational processes</p> <p>Proficient in use of software or technical equipment</p> <p>Knowledge of legislation, regulations, policies and processes relevant and specific to the role</p>	<p>2.2C</p> <p>Uses theoretical knowledge under supervision to achieve defined outcomes in a variety of work situations</p> <p>Local reference point in operational processes and procedures</p>	<p>3.1C</p> <p>Uses theoretical knowledge to achieve agreed outcomes in moderately complex work situations</p> <p>Authoritative in application of processes and policy relevant to the work unit</p> <p>Knowledge of relevant legislation, regulations, policies and processes</p>	<p>3.2C</p> <p>Adapts theoretical knowledge based on practical experience and/or understanding of current issues in the field</p> <p>Applies understanding of interrelationships between stakeholders and/or other work units to achieve local objectives</p>	<p>4.1C</p> <p>Researches and applies advanced theoretical knowledge in a specialised field to operational problem solving</p> <p>Applies sound theoretical and practical expertise in development of policy options</p> <p>Authoritative in application of processes</p>

	Grade 1	Grade 2		Grade 3		Grade 4
		VR 1	VR 2	VR 1	VR 2	
Policy and Projects	<p>1.1D</p> <p>Provides administrative support to policy and projects, consistent with the support elements described in 1.1B</p>	<p>2.1D</p> <p>Drafts minutes and action plans for consideration by others</p> <p>Collects data, undertakes basic analysis and prepares simple reports</p>	<p>2.2D</p> <p>Undertakes research specified by others, including data analysis</p> <p>Administers routine projects under direction or coordinates project steps</p> <p>Contributes to operational service delivery and policy development</p>	<p>3.1D</p> <p>Researches issues and prepares draft reports and briefings within a project plan or policy framework set by others</p> <p>Conducts projects of defined scope under direction</p> <p>Obtains, summarises and reports on stakeholder views</p>	<p>3.2D</p> <p>Plans and conducts several narrowly scoped projects simultaneously</p> <p>Conducts aspects of more complex projects under direction</p> <p>Contributes to planning on large projects</p>	<p>4.1D</p> <p>Researches and develops recommendations in a specific field of expertise</p> <p>Develops and implements operational policy which impacts the immediate work area</p> <p>Contributes to strategic policy development within a specific field of expertise</p> <p>Manages projects, usually under limited direction</p> <p>Contributes expertise to a team working on complex projects</p> <p>Prepares project scopes and briefs within broad parameters</p> <p>Manages multi-disciplinary project teams</p>

	Grade 1	Grade 2		Grade 3		Grade 4
		VR 1	VR 2	VR 1	VR 2	
Administrative and Corporate Support	1.1E Performs routine administrative tasks, including general telephone, counter and front office enquiries, mail deliveries, assisting with stock control, supporting organisation of meetings, receiving and initial processing of standard paperwork	2.1E Provides office support through activities such as using and maintaining standard office equipment and software Drafts routine correspondence and minutes Organises routine meetings and small functions Undertakes standard processing work such as data entry, purchasing, payments and reports using office databases Performs telephone and counter duties consistent with 2.1B	2.2E Responsible for office support services and systems for a work unit Documents meeting outcomes in more complex situations Provides support to contract administration Demonstrates problem solving in processing work Creates and maintains local databases or reporting systems utilising standard software Analyses standard reports and data to identify exceptions	3.1E May lead a corporate support team Manages team performance through activities such as monitoring and reporting Maintains corporate databases and completes analysis Monitors and administers straightforward local contracts and service agreements within a well-defined service delivery framework	3.2E Prepares and analyses reports from corporate databases to support decision making in the broader work area Develops local databases or reporting systems Negotiates straightforward local contracts and service agreements	4.1E Leads a larger or complex corporate support work unit Provides specialist administrative and corporate support expertise Negotiates and manages straightforward corporate contracts and service agreements Drafts reports and recommendations by interpreting and analysing data

	Grade 1	Grade 2		Grade 3		Grade 4
		VR 1	VR 2	VR 1	VR 2	
Operational Service Delivery	<p>1.1F Provides routine information, such as standard information and explanations, to clients and members of the public</p> <p>Receives payment for routine services such as the sale of publications, individual licence fees</p> <p>Performs routine service delivery functions for clients such as, driving, food preparation, cleaning, gardening, assisting qualified trade persons and minor maintenance</p> <p>Operates and maintains tools and equipment appropriate to the function and level of qualification</p>	<p>2.1F Provides standard services under general supervision and within a defined service delivery framework</p> <p>Delivers information services to the general public or clients, including initial advice and referral</p> <p>Consistent with the development of knowledge specified at 2.1C, participates in routine investigations under direction and provides evidence if required</p> <p>Reconciles, banks monies and manages petty cash</p>	<p>2.2F Assesses client needs and implements appropriate service delivery from a range of accepted options</p> <p>Identifies where limited precedents apply and may recommend action to be taken</p> <p>Assists in preparing or presenting cases in a range of review forums, tribunals and courts</p>	<p>3.1F Supervises a service delivery team</p> <p>Assesses client needs and delivers a range of services in complex situations</p> <p>Investigates and assesses actions by individuals or organisations against legislation, rules, regulations, service agreements</p> <p>Advocates issues involving established precedents before a range of review forums, tribunals and courts</p> <p>Participates in the development of strategies to represent the organisation or clients, involving complex and challenging problems</p>	<p>3.2F Reviews client assessments and associated service delivery plans</p> <p>Advocates more complex cases to represent the organisation or clients before a range of review forums, tribunals and courts</p> <p>Recommends strategies to represent the agency and/or clients involving complex and challenging problems</p>	<p>4.1F Determines operational service delivery plans based on accepted standards</p> <p>Recommends resource allocation to immediate manager in order to meet service delivery priorities</p> <p>Manages operational work teams</p> <p>Undertakes advanced case management, which may include cross agency collaboration</p> <p>Undertakes complex or technical investigations and makes recommendations for action</p>

	Grade 1	Grade 2		Grade 3		Grade 4
		VR 1	VR 2	VR 1	VR 2	
Technical/ Specialist	<p>1.1G</p> <p>Assists technicians, scientists and specialists in tasks that are straightforward and use established techniques and work practices</p> <p>Operates and maintains technical or scientific equipment appropriate to the function and level of qualification</p> <p>This level performs routine technical support functions such as setting up a laboratory, cleaning equipment, and supporting field work</p>	<p>2.1G</p> <p>Conducts routine scientific, technical or specialist procedures and data collection, collation and analysis</p> <p>Diagnoses and corrects faults and problems with technical equipment</p> <p>Contributes to scientific or technical project planning</p>	<p>2.2G</p> <p>Modifies routine scientific, technical or specialist procedures to a limited specification</p> <p>Exercises discretion in use of equipment and actions to achieve results within specifications</p>	<p>3.1G</p> <p>Conducts small to medium scientific, technical or specialist projects defined by others</p> <p>Undertakes technical data analysis in field of expertise</p> <p>Conducts field or desk-top studies as part of a team</p> <p>Assembles non-standard technical systems or equipment to a specification</p> <p>Leads a small scientific, technical or specialist team</p>	<p>3.2G</p> <p>Plans small to medium scientific, technical or specialist projects</p> <p>May control a laboratory function or field operation where a range of related technical functions are performed</p> <p>Prepares complex reports requiring in-depth factual analysis</p>	<p>4.1G</p> <p>Manages a scientific, technical or specialist team and/or projects</p> <p>Independently performs professional or technical work at an advanced level in a narrow field of expertise or on research projects</p> <p>Provides professional scientific, technical or specialist advice based on field of expertise</p> <p>Undertakes technical data analysis and modelling and prepares reports</p>

Non-executive career structure classification and value range standard descriptors – Grades 5–6

	Grade 5		Grade 6	
	VR 1	VR 2	VR1	VR2
Decision Making	5.1A	5.2A	6.1A	6.2A
Rules, Guidelines, and Frameworks	<p>Decisions often impact upon Employees, peers and clients outside the immediate work area</p> <p>Makes decisions in situations where there is some, but not definitive, precedent about the application of an organisational framework</p> <p>Advice and analysis influences policy development</p> <p>Contributes to strategic business planning</p> <p>Interprets and applies business plans and policies in own area of responsibility and provides advice to others on implementation issues</p> <p>Accountable for work organisation, the allocation of resources within and the outputs required of the work area</p>	<p>Decisions may set precedents for peers</p> <p>Develops business plans to deliver on evolving organisational priorities</p>	<p>Develops policy frameworks within area of expertise or responsibility based on defined organisational priorities</p> <p>Participates in strategic planning and contributes to strategic decision making process</p> <p>Accountable for achievement of established corporate objectives including the formulation and implementation of local business plans</p>	<p>Develops policies, programs and initiatives that impact on programs or major functional areas</p> <p>Required to interpret general policy framework to make decisions in the absence of definitive operational policies</p>
Innovation and Originality	<p>Innovative thinking and analysis influences developments within area of responsibility</p>	<p>Solutions and thinking may advance organisational innovation or occupational/professional knowledge</p> <p>Creatively develops options in a changing organisational environment</p>	<p>Identifies and responds to new and emerging strategic issues impacting on the operating environment</p>	<p>Contributes advanced expertise and knowledge to strategic planning and decision making processes</p>

	Grade 5		Grade 6	
	VR 1	VR 2	VR1	VR2
Communication	<p>5.1B</p> <p>Initiates and maintains relationships with peer and senior internal and external stakeholders</p> <p>Focuses on understanding stakeholder issues</p> <p>Negotiates with stakeholders and peers with the object of gaining co-operation and meeting timelines for delivery of project, service or advice</p> <p>Prepares technical reports at an advanced professional level</p>	<p>5.2B</p> <p>Relies on formal and informal communication channels to achieve goals and engages stakeholders to help them identify areas and opportunities for improvement</p> <p>Initiates and maintains effective relationships with internal and external stakeholders at peer or senior levels</p> <p>Manages consultation processes including engagement with key stakeholders.</p> <p>Negotiates with stakeholders, peers, industry bodies and other government agencies with the objective of gaining co-operation, influencing views and meeting timelines for delivery of project, service or advice</p> <p>Is influential in negotiations with external suppliers of major services</p>	<p>6.1B</p> <p>Purpose of communication may be to resolve complex issues through a process of consultation and negotiation</p> <p>Prepares technical reports at an authoritative level</p> <p>Develops briefs on highly complex issues that provide options for decision making within an organisation</p> <p>Initiates and manages negotiations with peers (internal and external to work unit) to gain commitment to projects, and delivery of activities to meet timelines</p> <p>Provides and receives highly complex, contentious or sensitive information where high levels of negotiation, communication and interpersonal skills are required</p> <p>Explains highly complex concepts, ideas and issues to an executive (i.e. non-expert) audience</p> <p>Represents own work area with external stakeholders, and effectively manages feedback</p> <p>Confidently represents the agency with external peers and negotiates within parameters agreed with immediate manager</p> <p>Focuses on understanding stakeholder issues and influencing their views</p> <p>Provides authoritative expert advice on complex issues within own area</p>	<p>6.2B</p> <p>Is required to use formal and informal channels to influence organisation or program management to achieve goals</p> <p>Influences stakeholders holding competing priorities and views</p> <p>Briefs high level stakeholders in own area of expertise in a variety of forums</p> <p>Operates with loosely defined hierarchies of decision-making</p> <p>Negotiates to resolve differences to achieve agreement to project/program</p> <p>May be required to negotiate on the spot, often on the basis of limited information</p>

	Grade 5		Grade 6	
	VR 1	VR 2	VR1	VR2
Policy and Projects	5.1C Formulates policy options and advice Develops project briefs consistent with business plan direction Manages and leads projects Develops briefs on highly complex issues that provide options for discussion and consideration and will contribute to the development of a set of final options for decision	5.2C Advocates policy options Manages and leads complex projects	6.1C Responsible for operational policy or service development impacting on a major functional area Responsible for implementation of endorsed strategic policy within the functional area Routinely advises senior stakeholders on policy issues and solutions within a functional area	6.2C Responsible for operational policy or service development that has significant impact across functional areas Responsible for implementation of endorsed strategic policy across functional areas Area of expertise and responsibility is complicated by the scale and difficulty of the issues Manages major projects for the organisation Provides policy advice to government, senior levels of the organisation and key external stakeholders
Administrative and Corporate Support	5.1D Manages a discrete function with limited budget or Employee responsibilities Provides high level expertise dealing with more complex issues in a specialised corporate support function	5.2D Manages a discrete function with increased budget, Employee responsibilities, or sensitive or complex issues Provides professional leadership in a specialised corporate support function	6.1D Manages an area with significant budget, Employee responsibilities or strategic importance Contributes to strategic corporate initiatives and is responsible for implementation	6.2D Provides leadership and guidance based on advanced expertise Manages a range of strategic corporate functions, each with significant budget, Employee responsibilities or strategic importance Leads strategic corporate initiatives
Operational Service Delivery	5.1E Manages cross-functional delivery within a defined service Develops service plans and delivery standards for the area of responsibility Determines service delivery resource allocation Provides specialist professional services or advice	5.2E Manages cross-functional delivery of a defined service with increased budget, Employee responsibilities, or sensitive or complex issues Provides specialist professional services or advice, including leadership and guidance to other specialists in the field	6.1E Manages a large-scale organisational service or regional delivery function Develops service delivery models within business plans and objectives Provides highly specialist services or expert advice on service delivery	6.2E Provides leadership and guidance based on advanced expertise Develops complex or specialised service delivery models Responsible for meeting service objectives, including financial, quality and time related targets for programs or major projects

	Grade 5		Grade 6	
	VR 1	VR 2	VR1	VR2
Technical Specialist	<p>5.1F</p> <p>Specialist in an area of their profession and relied on for advice in this field</p> <p>Undertakes complex independent scientific, technical or specialist work and analysis</p> <p>Initiates research and analysis within an area of expertise consistent with organisational objectives</p>	<p>5.2F</p> <p>Provides leadership and guidance to other specialists in the field</p> <p>Contributes to the development of standards relating to the sector, program or profession</p>	<p>6.1F</p> <p>Subject matter expert that conceptualises, initiates, implements, promotes and evaluates complex and innovative technical programs</p> <p>Routinely advises senior levels of the organisation on policy issues and solutions within a functional area</p> <p>Develop technical or professional standards for the organisation</p>	<p>6.2F</p> <p>Area of expertise and responsibility is complicated by the scale and difficulty of the issues</p> <p>Provides leadership and guidance based on advanced expertise</p>
Knowledge and Proficiency	<p>5.1G</p> <p>Uses specialist knowledge within a confined field to challenge policies and professional concepts</p> <p>Applies complex concepts to policy development or research</p> <p>Provides leadership in the adaptation and application of concepts to operational matters within local work area</p> <p>Models high level leadership attributes</p>	<p>5.2G</p> <p>Modifies and applies concepts to new situations that may impact beyond the immediate work area</p> <p>Provides leadership in the application of concepts to policy development</p>	<p>6.1G</p> <p>Uses knowledge of structures, processes and culture of government, the sector and the Department to develop policies and new program or project initiatives</p> <p>Applies complex concepts drawn from non-related fields to address policy issues</p> <p>High level expertise in the field or discipline</p>	<p>6.2G</p> <p>Proficiency and expertise has a significant impact on the capability to deliver the policy agenda, program or project initiatives</p> <p>High level expertise in the program area</p> <p>High level expertise in a field or discipline that is critical to the program or organisation</p>

Non-executive career structure classification and value range standard descriptors – Grade 7

	Grade 7		
	VR 1	VR 2	VR 3
Decision Making	<p>7.1A</p> <p>Leads highly specialised professional research</p> <p>Provides professional leadership in a major program or field of research</p> <p>Manages a significant professional research institute or function with significant resource management responsibilities</p> <p>Provide state-wide expertise within a specific field of endeavour critical to the agency's overall program</p> <p>Responsible for quality professional outcomes of work</p> <p>Understands the implications of the work and its impact on/contribution to Departmental or Government policy</p> <p>Provides professional leadership and development of Employee in area of professional expertise</p> <p>Influences departmental policy direction and may develop or change policy as a result of specialised work or research.</p> <p>Responsible for the quality professional outcomes of major projects</p> <p>Departmental and state wide reputation is associated with positions at this level</p>	<p>7.2A</p> <p>This value range is characterised by work consistent with that expressed in value range 1 with broader scope, complexity and impact</p> <p>Provides authoritative advice and leadership in area of expertise</p> <p>Manages a professional discipline that impacts on department wide operations and provides high level professional advice to programs across the agency</p> <p>Manages substantial resources primarily associated with projects of significance to the Department/Government or within the field of expertise</p> <p>Provides professional leadership and development of Employee in area of professional expertise including leading and inspiring teams of fellow professionals</p>	<p>7.3A</p> <p>Regarded as having the highest level of expertise within the Agency and is recognised nationally, and internationally in narrower fields</p> <p>Expertise is of primary importance to the Department/Government</p> <p>Considerable resource management responsibility primarily associated with projects of primary importance to the Department/Government or within the field of scientific or professional expertise</p> <p>Manages capital management projects in the order of multi-million dollar, cross portfolio or major agency projects</p>

	Grade 7		
	VR 1	VR 2	VR 3
Accountability and Frameworks	<p>7.1B</p> <p>Limited frameworks, precedents and guidelines beyond broad Government policy and professional discipline standards</p> <p>Generates strategic directions and programs for the agency or the sector</p> <p>Develops strategic frameworks for research or industry development</p> <p>Typically operates in an environment with a high degree of sensitivity or risk associated with the particular industry sector, field or professional endeavour</p> <p>Outcomes directly affect external perceptions of the Department by Government and the community</p> <p>Influences the national and international debate in the profession/ field of expertise</p>		

Non-executive career structure classification and value range standard descriptors – Senior Technical Specialist (VR1–VR3)

	Senior Technical Specialist		
	VR 1	VR 2	VR 3
Innovation and Originality	<p>7.1C</p> <p>Recognised nationally as a specialist in a particular field and applies this knowledge to achieve highly creative and/or innovative solutions to major challenges/major projects</p> <p>Identifies and responds to new and emerging issues in the field and their longer-term implications for the State</p>		
Communication	<p>7.1D</p> <p>Interacts with executives/professional Employees within the organisation and with other experts in the field/profession</p> <p>Communicates at highest managerial levels and with Ministers</p> <p>Communicates externally across industry. Can be at national and international levels</p> <p>Informs stakeholders of matters arising from ‘professional/expert’ role. As an expert, communication will rarely be questioned</p> <p>Close interaction with other professionals in the field</p> <p>Direct contact with senior political, commercial, community or sector stakeholders</p> <p>Provides expert information and advice on professional field of interest/major project/s</p> <p>Develops and utilises communication networks to ensure appropriate development and application of research or project initiatives in accordance with government priorities</p>	<p>7.2D</p> <p>Develops and utilises national and international communication networks to ensure appropriate development and application of research or project initiatives in accordance with government priorities</p> <p>Negotiates elements of million-dollar projects or the involvement or contribution of senior public or private sector leaders</p>	<p>7.3D</p> <p>Initiates and negotiates joint research programs with universities and other agencies</p> <p>Negotiates all aspects of multi-million dollar projects to ensure they are on-budget and on-time</p>

Knowledge and Proficiency	<p>7.1E</p> <p>Requires significant experience in the field/area of expertise</p> <p>Authoritative specialist/expert in the field</p> <p>Enhances the standing of the agency and its reputation for excellence</p> <p>Writes, publishes and presents research, arguments and cases to peers, stakeholders and senior management</p> <p>Demonstrates strategic management skills</p> <p>Combines significant achievement with a substantial body of demonstrated effectiveness and professional experience</p>		
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IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2022/1789

Application for approval of The Geelong Arts Centre Enterprise Agreement 2021 – 2024

Applicant:

The Geelong Performing Arts Centre Trust

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Joel McGuinness, Chief Executive Officer for the Geelong Performing Arts Centre Trust, give the following undertakings with respect to the Geelong Arts Centre Enterprise Agreement 2021 - 2024("the Agreement"):

1. I have the authority given to me by the Geelong Performing Arts Centre Trust to provide this undertaking in relation to the application before the Fair Work Commission.
2. That the rate of pay for trainees employed under a contract of training will be paid 1% in excess of the rates of pay contained in Schedule E of the Miscellaneous Award 2020.
3. That the ordinary rate of pay for casual employees to which penalties are applied is the casual rate inclusive of the casual loading
4. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature

27/06/22

Date