



FAIR WORK
COMMISSION

DECISION

Fair Work Act 2009

s.185—Enterprise agreement

Australian Centre for the Moving Image
(AG2013/4872)

AUSTRALIAN CENTRE FOR THE MOVING IMAGE ENTERPRISE AGREEMENT 2012-2015.

Broadcasting and recorded entertainment industry

JUSTICE BOULTON, SENIOR DEPUTY PRESIDENT

SYDNEY, 8 MARCH 2013

Application for approval of the Australian Centre for the Moving Image Enterprise Agreement 2012-2015.

[1] An application has been made for the approval of an enterprise agreement known as the *Australian Centre for the Moving Image Enterprise Agreement 2012-2015* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single-enterprise agreement.

[2] An undertaking has been provided by the Australian Centre for the Moving Image in relation to the resolution of disputes under the National Employment Standards. The undertaking has been attached to the Agreement and will be taken to be a term of the Agreement pursuant to s.191 of the Act.

[3] I am satisfied that each of the requirements of ss.186, 187 and 188 that are relevant to this application for approval have been met.

[4] The Media, Entertainment and Arts Alliance and the Community and Public Sector Union, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act, I note the Agreement covers the organisations.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 15 March 2013. The nominal expiry date of the Agreement is 31 December 2015.


SENIOR DEPUTY PRESIDENT

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5 March 2013

Mr Stephen Crilly
Associate to Justice Boulton, Senior Deputy President
Fair Work Commission

email: sydney@fwc.gov.au

AG2103/4872 Application for approval of the *Australian Centre for the Moving Image Enterprise Agreement 2012-2015*

I refer to your letter concerning the above application and the concern expressed in relation to the dispute resolution procedure.

I assure you that there was no intention to exclude any aspect of the National Employment Standards from the scope of the clause. Consequently, pursuant to section 190 of the Fair Work Act, I would ask you to approve the Agreement on the basis of the undertaking set out below.

UNDERTAKING BY THE EMPLOYER

ACMI undertakes that any dispute under the National Employment Standards concerning notice of termination or payment in lieu (s.117) and redundancy pay (ss119-122) can be dealt with through the dispute resolution procedure in clause 3.11 of the Agreement.

Yours faithfully

JANET RILEY
HEAD OF HUMAN RESOURCES

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 this agreement.



Australian Centre for the Moving Image

Enterprise Agreement 2012-2015



5 March 2013

Mr Stephen Crilly
Associate to Justice Boulton, Senior Deputy President
Fair Work Commission

email: sydney@fwc.gov.au

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HEAD OF HUMAN RESOURCES

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OUR ORGANISATION

OUR VISION

The moving image is a powerful expression of human experience and imagination. Capturing ideas, memories and reality through stories and images helps us make sense of ourselves and our world.

ACMI sees the moving image as a unique arena for dynamic cultural and creative exchange. We seek to harness its far-reaching potential, empowering people as informed communicators, critics and creators in the global culture of the moving image.

OUR PURPOSE

ACMI presents and champions the art and culture of the moving image, inspiring people to engage richly with creative practice as it evolves globally and locally.

We celebrate excellence in art, film, television, videogames and digital culture, and explore their contemporary dynamics and evolving futures. We support innovation by fostering new ideas and talent, learning, research and collaborations in Australia and worldwide.

Our vibrant exhibitions, screenings, events, workshops and collections invite people to experience, create and share in today's connected world, and help shape screen culture as it changes our lives.

OUR AIMS

- » ***Cultural Leadership:*** To engage the widest audiences and communities of interest, enabling them to experience and explore excellence and new perspectives in the moving image.
- » ***Creativity and Learning:*** To foster talent, creative skills, personal expression, formal and informal learning in screen literacy, and promote its progress in educational practice.
- » ***Innovation Catalyst:*** To promote experimentation in screen content, and act as a catalyst for innovation in digital culture, through creative-industry collaborations and professional networks.
- » ***Knowledge and Collections:*** To collect, research and make accessible screen heritage and social memories, generating critical appreciation of the field, its impacts and evolving directions.
- » ***Sustainability:*** To maintain a robust, entrepreneurial organisation with diverse funding; an energetic, learning culture; valued, expert staff; and optimised environmental performance.

OUR VALUES

- » ***Warm Welcome:*** Driven by enthusiasm for the moving image and focus on quality of experience, we engage audiences and partners in a spirit of friendship, inclusion and shared endeavour.
- » ***Sense of Theatre:*** We promote fresh ideas, innovation and vivid memories through experiences infused with energy, style and pleasure. We aim to intrigue, excite and challenge our audiences to discover something new, and to be inspired by the encounter.
- » ***Passion and Depth:*** We believe in the value of knowledge, inquiry and open exchange of ideas to empower and evolve new thinking. We bring authority, rigour and an independent voice to forge a culture of informed debate and bold action with our stakeholders.
- » ***Integrity and Respect:*** We act ethically, professionally, fairly and with integrity. We communicate openly and constructively, and value responsibly exercised freedom of expression. We respect the diverse values, traditions and ideas of the people we engage with.
- » ***Social Responsibility:*** We serve society by advancing understanding of the moving image's role in reflecting and shaping our lives. We hold our knowledge, capabilities, collections and assets in safe trust, actively managing them for the benefit of society and its future.

ACMI's Strategic Aims as set out in its Corporate Plan 2012/13 to 2016/17 are:

- » **CULTURAL LEADERSHIP:** To engage the widest audiences and communities of interest, enabling them to experience and explore excellence and new perspectives in the moving image
- » **CREATIVITY AND LEARNING:** To foster talent, creative skills, personal expression, formal and informal learning in screen literacy, and promote its progress in educational practice
- » **INNOVATION CATALYST:** To promote experimentation in screen content, and act as a catalyst for innovation in digital culture, through creative-industry collaborations and professional networks
- » **KNOWLEDGE AND COLLECTIONS:** To collect, research and make accessible screen heritage and social memories, generating critical appreciation of the field, its impacts and evolving directions
- » **SUSTAINABILITY:** To ensure an entrepreneurial, expert organisation with diverse funding; a socially responsible and learning culture; with the highest achievable environmental performance

This Agreement reflects the commitment of ACMI and its Employees to work co-operatively and flexibly to ensure that ACMI's strategic aims can be achieved.

Consistent with its stated objectives, ACMI seeks to position itself as a best practice organisation and is committed to continuous improvement by:

- Achieving excellence and encouraging the development of skills for improved leadership and people management
- Providing training and improving skill levels of all its Employees
- Maintaining a strong internal and external customer focus
- Fostering teamwork, integrated business systems and greater Employee responsibility and accountability
- Strengthening its strategic planning processes and developing long term objectives
- Consultation and information sharing between ACMI, its Employees and relevant unions
- Encouraging a culture of commitment to deliver ACMI's goals in a fiscally responsible manner and
- Improving workplace culture by reinforcing values, behaviours and standards which demonstrate that our Employees are valued, their contributions are acknowledged, and where good performance is recognised and poor performance is managed.

The ACMI Consultative Committee aims to:

- Build and maintain harmonious and productive relationships between ACMI, its Employees and the relevant unions through consultation and communication
- Work collaboratively to improve the performance and effectiveness of ACMI

This Agreement reflects the commitment of ACMI to ensure, as far as is reasonably practicable, that Employees work in an environment that is safe and without risks to health. ACMI will consult with Employees and their Occupational Health and Safety Representatives to develop safe systems of work. ACMI will comply, so far as is reasonably practicable, with the WorkSafe Compliance Codes – *Workplace amenities and work environment* and *First Aid in the Workplace*. ACMI is genuinely committed to the rehabilitation of injured workers and will take all reasonable steps to achieve this outcome where required.

ACMI is committed to the application of the principles of equity, justice and fairness and will develop employment strategies, which apply these principles.

ACMI will continue to align with the VPS Pay and Career Structure, agreed between the Victorian Government and the CPSU, for all its non-executive Employees for the life of this Agreement.

1.0 GENERAL MATTERS

1.1 Title

Australian Centre for the Moving Image Enterprise Agreement 2012 –2015.

1.2 Stakeholders

The key stakeholders in this Agreement are the Government, ACMI and its staff.

1.3 Coverage of the Agreement

This Agreement covers ACMI and its employees who are employed within the classification structure in this Agreement.

This Agreement also covers the Community & Public Sector Union and the Media, Entertainment and Arts Alliance, provided that Fair Work Australia, in its decision to approve the Agreement, notes that the Agreement covers these unions.

1.4 Duration and Operation of the Agreement

This Agreement will commence operation 7 days from the date on which Fair Work Australia approves the agreement. The Agreement will have a nominal expiry date of 31 December 2015.

The parties agree to review the Agreement 6 months prior to the expiry date of this Agreement.

1.5 Benefits arising from this Agreement

Employees employed by ACMI at or after the date of commencement of this Agreement will receive the following salary increases:

- 3.25% from 1 July 2012
- 1.25% from 1 January 2013
- 1.5% from 1 July 2013
- 1.75% from 1 January 2014
- 1.5% from 1 July 2014
- 1.75% from 1 January 2015
- 1.5% from 1 July 2015

continuing a full alignment with the VPS Pay and Classification Structure during the life of the Agreement.

In addition, all employees covered by this agreement, except casual employees, employed by ACMI at or after the date the Agreement commences operation who received a salary payment on 1 July 2012, together with employees absent during the first 52 weeks of Parental leave, will receive a lump sum payment of \$1,500 (pro-rata for part time Employees). The Employee's ordinary hours for calculating the pro rata amount will be averaged over the three months immediately preceding 1 July 2012.

Salary schedules are attached as Schedule 1, 2, 3, 4, 5, 6 and 7 of this Agreement.

The parties to this Agreement agree to work towards increasing the efficiency and effectiveness of ACMI's operations and delivery of the five Strategic Aims as set out in ACMI's Corporate Plan 2012/13 – 2016/17.

1.6 Application of the Agreement

Except where otherwise specified within the Agreement, the terms and conditions of this Agreement will be binding on ACMI and on employees of ACMI employed in Grades 1 -6 and the Senior Technical Specialist Grade.

1.7 No further claims

The parties to this Agreement undertake that there will be no further claims in relation to matters contained in this Agreement during the nominal life of the Agreement. There will be no further general wage or salary increases for the life of the Agreement, which are additional to this Agreement.

1.8 Savings provisions and relationship with other awards and agreements

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

1.9 Consultative Process

Whilst recognising that the Board of ACMI has the ultimate responsibility to make decisions relating to the direction and operations of ACMI, all parties to this Agreement accept that the best outcomes will be delivered for ACMI, its employees, the relevant union(s) covered by this Agreement and chosen as an employee representative, if a culture of consultation is encouraged.

To facilitate this, ACMI will ensure a formal consultative process is continued, to provide a regular forum for management, employees and the relevant union(s) covered by this Agreement and chosen as an employee representative, to meet and discuss issues of concern for employees and consult on employment issues.

The Consultative Committee will meet as required, but no less than 4 times a year.

1.10 Implementation of Change

Where ACMI has developed a proposal for major change likely to have a significant effect on Employees, such as a restructure of the workplace, the introduction of new technology or changes to existing work practices of Employees, ACMI will advise the affected Employees and the relevant Unions covered by this Agreement of the proposed change as soon as practicable after the proposal has been made.

ACMI will advise the affected Employees and the relevant Unions covered by this Agreement of the likely effects on the Employees' working conditions and responsibilities. ACMI will advise of the rationale and intended benefits of any change, including improvements to productivity, if applicable.

For the purpose of this clause, a major change is ***likely to have a significant effect on Employees*** if it results in:

- Termination of the employment of Employees
- Major change to the composition, operation or size of ACMI's workforce or to the skills required of Employees
- Elimination or diminution of job opportunities (including opportunities for promotion or tenure)
- Alteration of hours of work
- The need to retrain Employees
- The need to relocate Employees to another workplace
- Restructuring of jobs

ACMI will regularly consult with affected Employees and the relevant Unions covered by this Agreement and give prompt consideration to matters raised by the Employees or the Employees' relevant Unions covered by this Agreement and where appropriate provide training for the Employees to assist them to integrate successfully into the new structure.

In accordance with this clause, the affected Employees and the relevant Unions covered by this Agreement 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, ACMI must give considered reasons to the affected Employees and the relevant Union covered by this Agreement if ACMI does not accept its proposals.

Indicative reasonable timeframes are as follows:

Step in process	Number of working days in which to perform each step
ACMI advises Employees and relevant Union covered by this Agreement	
Response from Employees or the relevant Union covered by this Agreement	5 days following receipt of written advice from ACMI
Meeting convened (if requested)	5 days following request for meeting
Further ACMI response (if relevant)	5 days following meeting
Alternative proposal from Employees or relevant Union covered by this Agreement (if applicable)	10 days following receipt of ACMI response
ACMI response to any alternative proposal	10 days following receipt of alternative proposal

1.11 Workload

The parties acknowledge the benefits to both ACMI and individual employees gained through employees having a balance between their professional and personal lives.

ACMI recognises that the allocation of work must include consideration of the employee's hours of work, health, safety and welfare. Work will be allocated so that there is not an allocation that routinely requires work to be undertaken beyond an employee's ordinary hours.

ACMI may require an employee to work overtime where such work is unavoidable because of work demands and reasonable notice of the requirement to work overtime is given by ACMI, or, where, due to an emergency, it has not been possible to provide reasonable notice.

When an employee is required to work overtime, compensation will be in accordance with clause 4.3 of this Agreement.

Where an employee(s) believe that there is an unreasonable allocation of work leading to employees being overloaded with work, the employee(s) concerned can seek to have the allocation reviewed by ACMI to address their concerns.

Other than in an emergency, if reasonable notice of the requirement to work overtime has not been given by ACMI, an employee may refuse to work overtime where this would impose personal or family hardship or interfere with the employee's personal commitments.

1.12 Volunteers

Volunteers will enhance the programs and services offered by ACMI. The Volunteer team will form an integral part of ACMI's activities. Volunteers will not be used to undertake core activities or undermine on-going, fixed term or casual employment or employment conditions of employees.

1.13 Anti Discrimination

The parties to this Agreement agree to take all practicable measures to achieve the principal object in section 336(c) of the *Fair Work Act* 2009 through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of the attributes described in both Federal and State Anti-Discrimination legislation.

Accordingly, in fulfilling their obligations under the Dispute Settlement Provisions, the parties must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

Nothing in this Clause is to be taken to affect:

- Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth or State anti-discrimination legislation
- An employee, ACMI or the union pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Australian Human Rights Commission
- The exemptions in the *Fair Work Act* 2009

1.14 Agreement Compliance and Union Related Matters

PROTECTION AND FACILITIES FOR ACCREDITED CPSU AND ALLIANCE REPRESENTATIVES

1.14.1 Protection

An Employee will not be dismissed or injured in his or her employment or have his or her employment altered to his or her prejudice, or be threatened with prejudicial or injurious treatment or with dismissal by reason of his or her status as an Accredited Representative of a Union, engagement in lawful activities as an authorised representative of a Union or on the basis of his or her membership of a Union or participation in lawful Union activities, provided that where any such activities are undertaken during working hours, the Employee's release has been approved. Approval will not be unreasonably withheld.

ACMI will not injure a person in his or her employment, or alter the terms or conditions of employment of a person to his or her prejudice on the basis of his or her membership of or participation in the lawful activities of a Union, provided that where any such activities are undertaken during working hours, the Employee's release has been approved. Approval will not be unreasonably withheld.

1.14.2 Facilities

An Accredited Representative of a Union will be released by ACMI from normal duties for such periods of time as may be reasonably necessary to enable him or her to carry out his or her representative functions including, but not limited to, investigating any alleged breach of this Agreement, endeavouring to resolve any dispute arising out of the operation of this Agreement, participating in any bargaining, conciliation or arbitration process conducted under the provisions of the Fair Work Act 2009. Such release must not unduly affect the operations of ACMI.

Members of a Union will be permitted by ACMI to post written material authorised by a Union in a place within the workplace to which members of that Union have convenient access, and to distribute such written material by appropriate means to Union members.

Employees will be allowed reasonable access to electronic communication devices to facilitate communication between Employees and/or the Union(s), provided that such communication is not offensive or improper.

Employee Representation on CPSU SPSF Victorian Branch Council and Alliance Branch Council.

Employees who are CPSU SPSF Victorian Branch Council members or Alliance Branch Council members nominated by the Branch Secretary of the CPSU or the Alliance, will be entitled to a half day per month to attend Branch Council meetings. Time release will include reasonable time to travel to the meetings.

Additional paid leave will be granted to employees who are CPSU SPSF Victorian Branch Council members or Alliance Branch Council members and nominated by the Branch Secretary to attend:

- Federal Executive and Federal Council meetings of the CPSU and
- The Australian Council of Trade Unions' triennial conference.

On application, ACMI will grant leave without pay to an Employee for the purposes of secondment to work for a Union.

1.14.3 Right of Entry

For the purposes of ensuring compliance with this Agreement and the *Fair Work Act 2009*, an official of a Union who has been issued with an entry permit by Fair Work Australia (FWA) 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*.

A permit holder may only enter the workplace for the purposes permitted by and in compliance with the provisions of Part 3-4 of the *Fair Work Act 2009*.

Subject to a permit being issued in accordance with the provisions of Part 3-4 of the *Fair Work Act 2009*, a permit holder may enter the premises and shall adhere to the principles that he/she must not intentionally hinder or obstruct any person, or otherwise act in an improper manner.

1.15 Trade Union Training Leave

An Employee who has been nominated by a bargaining representative and has been accepted by a training provider to attend a trade union training course may be granted up to 5 days leave on full pay in any one calendar year (or, in special circumstances, up to 10 days in any 2 year period) to undertake such training.

Granting of leave under this clause will not be unreasonably withheld and is subject to the following:

- The granting of such leave should not unduly affect the operations of the local work area and
- ACMI should be satisfied that the course of training is likely to contribute to a better understanding of industrial/employee relations, knowledge of the relevant award and/or other industrial entitlements and/or the upgrading of employee skills in aspects of trade union functions

1.16 Paid staff/union meetings

In the spirit of a cooperative approach to employer/employee relations, ACMI will allow in certain circumstances, up to 2 two-hour paid union meetings each year, to consider key issues, which are likely to have an effect on staff. In such cases, if the bargaining representative wishes to call such a meeting, a request will be put forward to, and the issues discussed with, the Head of Human Resources, in a reasonable time frame beforehand. At all times, the operational needs of ACMI, as far as its continuing ability to provide a service to the public will be a prime consideration.

1.17 Individual Flexibility Arrangements

An Employee and ACMI may enter into an individual flexibility arrangement in order to meet the genuine needs of both the Employee and ACMI. An individual flexibility arrangement must be genuinely agreed to by the Employee and ACMI.

An individual flexibility arrangement may vary the Ordinary Hours of Work of the Employee as set out in clause 3.4.1 of this Agreement.

An Employee may nominate a representative to assist in negotiations for an individual flexibility arrangement.

ACMI will ensure that the terms of the individual flexibility arrangement:

- Are about permitted matters under section 172 of the *Fair Work Act 2009*
- Are not unlawful terms under section 194 of the *Fair Work Act 2009*
- Result in the Employee being better off overall than the Employee would be if no arrangement was made

ACMI will ensure that the individual flexibility arrangement:

- Is in writing
- Includes the name of ACMI and the Employee
- Is signed by ACMI and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee

and includes details of:

- The terms of the enterprise agreement that will be varied by the arrangement
- How the arrangement will vary the effect of the terms
- How the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement
- States the day on which the arrangement commences

ACMI will give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to. ACMI or the Employee may terminate the individual flexibility arrangement:

- By giving no more than 28 days written notice to the other party to the arrangement or
- If ACMI and the Employee agree in writing – at any time

2.0 DEFINITIONS

ACMI	Australian Centre for the Moving Image or its successor(s)
Employee	A person employed by the Australian Centre for the Moving Image or its successor(s) on an on-going, fixed term or casual basis
Manager	The immediate manager or supervisor
FWA	Fair Work Australia
Act	<i>Fair Work Act</i> 2009
NES	National Employment Standards
Union(s)	An employee organisation chosen by an employee to represent the employee for the purposes of bargaining for the agreement or in a matter before Fair Work Australia about bargaining for the agreement
Australian Centre for the Moving Image policy	Internal direction which will be developed with staff and the relevant unions
VPS Career structure	The Victorian Public Service pay and classification structure, incorporated in the VPS Workplace Determination 2012
Flexitime	A total number of hours is contracted to be worked and the employee, subject to operational requirements, chooses when he or she will start and finish work provided that 'core time' must be worked when the employee is on duty.
Overtime	All work performed by the employee at the request of ACMI outside or in addition to the ordinary hours of work of the employee
TOIL	Time off in lieu of overtime worked
Full time	Employed for 76 hours each fortnight
Part time	Employed for a maximum of 75 hours each fortnight.
Regularly rostered employee	<p>A regularly rostered employee is engaged on either:</p> <ul style="list-style-type: none"> • a full time or part time basis; and • may be employed as an on-going employee or a fixed term employee <p>and will be required to work specified start and finish times on each day that they are rostered to work and these times may vary within a roster.</p>
Standard day for approved leave purposes	For each day that a full time employee is absent on approved leave, the hours worked for the purposes of such entitlements will be taken as 7.6 hours. For regularly rostered employees or where an alternative arrangement of days and hours is worked, leave will be debited on the basis of the actual hours to be worked on the day of the leave.

Family Member	<p>Family member includes the employee's spouse (including the employee's former spouse, de facto spouse and former de facto spouse) or household member. The employee's de facto spouse means a person who lives with the employee as husband, wife or same sex partner on a bona fide domestic basis, although not legally married to the employee</p> <p>and</p> <p>A child or adult child (including an adopted child, a step child or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or the employee's spouse or de facto spouse.</p>
Service for leave accrual purposes	<ul style="list-style-type: none"> • All paid leave • Any period when accident make-up pay is paid • Sick leave with a certificate but without pay not exceeding 3 months in total in any one calendar year.
Parental leave	Parental leave means paid or unpaid maternity, paternity/partner, adoption, permanent care and grandparent leave
Registered Practitioner	Aboriginal and Torres Strait Islander health practitioner, Chinese medicine practitioner, Chiropractor, Dental practitioner, Medical practitioner, Nurse practitioner, Midwife, Optometrist, Osteopath, Pharmacist, Physiotherapist, Podiatrist or Psychologist.

3.0 EMPLOYMENT AT ACMI

3.1 Types of Employment

3.1.1 On-going

ACMI provides for the use of on-going employment, in that there is no termination date expressed or implied, where an on-going need exists, but also allows for the use of other modes of employment. On-going employees may be subject to ordinary hours of work or may be regularly rostered.

3.1.2 Fixed Term

The use of fixed term employment will not be for the purposes of undermining the job security or conditions of on-going Employees.

The use of fixed term employment is limited to:

- Replacing an Employee proceeding on approved leave
- Meeting fluctuating client and staffing needs and unexpected increased workloads
- Undertaking a specific but finite task
- Filling a vacancy resulting from an Employee undertaking a temporary assignment or secondment
- Temporarily filling a vacancy where, following an appropriate selection process, a suitable on-going employee is not available or
- Filling a vacant position whilst a review of the area is undertaken

When a position has been filled on a fixed term basis for a period of 3 years, a review will be undertaken to determine if the position needs to be filled on an on-going basis.

In other than exceptional or unforeseen circumstances, appointment on the basis of a fixed term contract (on either a full or part time basis) is for a maximum period of 3 years except when the appointment is to cover an Employee taking Parental Leave in accordance with clause 5.17 of this Agreement.

3.1.3 Casual

The use of casual employees will not be for the purpose of undermining job security of on-going employees, avoiding obligations to on-going employees or for the purpose of turning over a series of casual workers to fill an on-going employment vacancy.

A casual employee will be engaged where the nature of the work is irregular or intermittent and be paid on an hourly basis.

A casual employee will be employed for a minimum of 3 and a maximum of 10 hours (excluding meal breaks) in any one day and will receive a loading of 25% to compensate for the nature of casual employment and in lieu of any of the following entitlements:

- Public holidays
- Annual leave and annual leave loading
- Paid Personal leave
- Paid parental leave
- Paid Compassionate leave

- Paid Carer's leave
- Jury service
- Defence reserve leave and
- Accident make-up pay.

On request and where an employee has been employed for a period of 6 months or more either as a casual employee or in a combination of casual and fixed term employment of less than 6 months –

- On a regular and consistent basis of more than 15 hours per fortnight and
- Performance has been satisfactory for at least 6 months

ACMI will review their employment and consideration will be given to offering either fixed term employment or on-going employment where a vacancy exists or an on-going staffing need on either a part time or full time basis has been identified.

3.1.4 Regularly rostered employees

Full time regularly rostered employees are required to participate in a 7-day roster and will be required to work an average of 76 hours in any 14 day cycle or 152 hours in any 28 day cycle.

For part time employees, the 76/152 hours will be reduced according to their usual fortnightly hours.

3.1.5 Part time employees

Part time employees are entitled to salary, leave and all other entitlements contained within this Agreement on a pro rata basis. Part time employees will be employed for a minimum of 3 hours on any one-day unless otherwise agreed between ACMI and the employee.

On commencing part time employment with ACMI, employees will be advised in writing of the days in each fortnight the employee will work and the number of hours the employee will work on each day. Employees may vary the days and hours on which they work with agreement of the manager.

Part time employees are entitled to public holidays, which fall on their scheduled workdays.

3.2 Rosters

Where ACMI proposes to change the character of a roster, for example, an alteration to the number of days worked in any roster cycle, reasonable notice will be given. An employee will give reasonable notice to ACMI of a request to change the roster.

ACMI will determine details of rosters after consultation with employees and will provide rosters 7 days in advance. Employees will not work more than 5 consecutive days out of any 7 unless otherwise agreed.

Changes to the roster will take into consideration both the operational requirements of ACMI and the personal requirements of the employee and will only occur after consultation with the employee(s) concerned.

3.3 Probation

On appointment to ACMI a new employee may be appointed on probation for a period of up to 3 months.

The performance of the employee will be monitored and reviewed during the probationary period. If there are any concerns over performance the employee will be counselled, advised

in writing of the areas requiring improvement and given opportunity to improve. A representative, including a union representative, may accompany the employee at a counselling meeting.

If, prior to the conclusion of the probationary period the performance of the employee is determined to be unsatisfactory, the appointment may be terminated, or, if mitigating circumstances exist, the probationary period may be extended for a further period not exceeding 3 months.

If the performance of the employee is satisfactory the appointment will be confirmed in writing.

3.4 Hours of work

3.4.1 Ordinary hours of work

The ordinary hours of work for a full time employee are to be worked within the period of 7.30 am to 7.30 pm, Monday to Friday, and average 76 hours (exclusive of meal breaks) over any 2-week cycle.

3.4.2 Compressed hours

Employees may on occasion be granted approval to work their ordinary standard full time hours in less than a standard week or pay cycle. For example, a full time employee could work 38 hours over four days or 76 hours over nine days. Approval is required before entering into this arrangement and approval is subject to the operational requirements of the work area.

3.4.3 Annualised Hours

Annualised hours is effectively a 'flexible working year'. Employees are required to work a set number of hours per year, rather than per week or per fortnight. The hours worked are dictated by variations in the demand for work to be carried out. Therefore the hours worked are irregular but the employee receives a regular payment each fortnight. Approval is required before entering into this arrangement and approval is subject to the operational requirements of the work area.

3.5 Rest/Meal breaks

Employees are entitled to take an unpaid meal break of at least 30 minutes after no more than 5 hours continuous duty. Employees are required to take a break of a minimum of 10 hours, between shifts, following call out or after overtime.

An employee who is required to resume work before a break of at least 10 hours has been taken, will receive an additional payment at the rate of 100% of their hourly rate for all hours worked until a rest period of at least 10 continuous hours is taken.

3.6 Childcare expenses associated with additional hours

Where employees are required by ACMI to work outside their ordinary hours of work and where less than 24 hours notice of the requirement to perform such overtime work has been given by ACMI, the employee will be reimbursed for reasonable childcare expenses incurred.

Employees are required to advise ACMI of the likely cost of childcare in advance. Evidence of expenditure incurred by the employee must be provided to ACMI as soon as possible after the working of such overtime.

3.7 Redeployment

The following redeployment provisions will apply to on-going employees whose position is redundant. All processes will be consistent with the application of the principles of fair and reasonable treatment.

A skill and training needs assessment will be undertaken and attempts made to redeploy the employee into a position at a comparable salary within ACMI where this appears a realistic proposition.

The employee will be provided with meaningful work and retain their existing classification level and salary during the period of redeployment.

Employees affected by organisational change will be provided with assistance to consider and pursue the options available to them. The assistance may include but not be limited to:

- Career planning
- Retraining
- Preparation of job applications
- Interview coaching
- Time off to attend job interviews
- Financial advice (for all employees eligible to receive a targeted separation package)
- Counselling and support services

Any such redeployment period will typically continue for an initial period of up to 3 months, although this can be reduced following consultation with the employee. After 3 months, redeployment arrangements will be reviewed. If ACMI is confident that a successful placement within ACMI can be achieved the redeployment period may be extended for up to a further 3 months following consultation with the employee.

Where a vacancy exists for which a redeployee is suitable and the redeployee is either the only candidate or the best candidate amongst redeployees, a valid offer will be made.

Where a placement at a comparable level does not occur, the employee may be placed in a position of a lower work value and maintenance of previous salary will be applicable for a period of 6 months.

Where a suitable placement is unable to be provided for the employee, ACMI may terminate the employee's employment and the employee will be entitled to receive retrenchment payments consistent with the Victorian State Government Redundancy and Retrenchment policy at the time. This policy does not form part of this Agreement.

Fixed term and casual employees do not have access to these redeployment/retrenchment provisions.

3.8 Termination of Employment

The period of notice to be given to an employee, other than a casual employee, will be:

Employee's period of continuous Service with ACMI	Period of notice:
Less than 3 years	At least 2 weeks
More than 3 years	At least 4 weeks

The period of notice is increased by one week if the employee is over 45 years old and has completed at least 2 years' continuous service with ACMI.

The period of notice to be given by an employee is to be at least 4 weeks.

Either party may give one day's notice to terminate the employment of a casual employee.

ACMI retains the right to make payment in lieu of notice if the required notice period is not required to be worked. Payment will be no less than the salary the employee would have received for the ordinary hours they would have worked during the period of notice.

The periods of notice in this clause will not apply in the case of conduct that justifies summary dismissal.

3.9 Abandonment of employment

If an employee is absent for more than 20 working days:

- Without the permission of ACMI and
- Without contacting ACMI to provide an explanation for the absence and
- In circumstances where ACMI could not reasonably, after due enquiry, have been aware of any reasonable grounds for the absence

ACMI is entitled to treat the employee as having resigned and the employment as having been terminated by the employee at his or her initiative. In the event that after termination of employment after a period of absence, a reasonable explanation of absence can be provided, the employee will be re-instated without loss of benefits, entitlements and status.

3.10 Costs of employment related legal proceedings

ACMI will meet an employee's reasonable legal costs relating to appearance at or representation before a Court on a matter which directly arises from the performance of the employee's duties.

Where legal proceedings are initiated against an employee as a direct consequence of the employee legitimately and properly performing his or her duties, ACMI will not unreasonably withhold agreement to meet the employee's reasonable legal costs relating to the defence of such proceedings.

Where, as a direct consequence of the employee legitimately and properly performing his or her duties, it is necessary to obtain an intervention order or similar remedy against a client, ACMI will not unreasonably withhold agreement to meet the employee's reasonable legal costs in obtaining the order or other remedy.

An application to meet an employee's reasonable legal costs will be dealt with expeditiously by the level of management responsible for deciding the matter.

3.11 Grievance and Disputes

For the purposes of this clause a dispute includes a grievance.

Unless otherwise provided for in this Agreement, a dispute about a matter arising under this Agreement or the National Employment Standards set out in the *Fair Work Act* 2009 other than termination of employment, must be dealt with in accordance with this clause. For the avoidance of doubt, a dispute about termination of employment cannot be dealt with under this clause.

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

A person covered by this Agreement may choose to be represented at any stage by a representative, including a Union representative or Employer's organisation.

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.

Whilst a dispute is being dealt with in accordance with this clause, work must continue in accordance with 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 ACMI of this concern and has not unreasonably failed to comply with a direction by ACMI to perform other available work that is safe and appropriate for the Employee to perform.

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

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 ACMI, he/she must be released by ACMI 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:

- investigating the circumstances of a dispute or an alleged breach of this Agreement
- endeavouring to resolve a dispute arising out of the operation of this Agreement or
- 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 ACMI.

Discussion of Dispute

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

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

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 as expeditiously as possible and:

- is consistent with the rules of natural justice
- provides for mediation or conciliation of the dispute
- provides that ACMI will take into consideration any views on who should conduct the review and
- is conducted as with as little formality as a proper consideration of the dispute allows

If the dispute is not settled through an internal dispute resolution process, the matter can be dealt with in accordance with the processes set out below.

If the matter is not settled either party to the dispute may apply to (Fair Work Australia) FWA to have the dispute dealt with by conciliation.

Disputes of a Collective Character

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

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

Conciliation

Where a dispute is referred for conciliation, a member of FWA will do everything that appears to the member to be right and proper to assist the parties to the dispute to agree on settlement terms.

This may include arranging:

- Conferences of the parties to the dispute presided over by the member and
- For the parties to the dispute to confer among themselves at conferences at which the member is not present

Conciliation before FWA will be regarded as completed when:

- The parties to the dispute have reached agreement on the settlement of the dispute; or
- The member of FWA conducting the conciliation has, either of their own motion or after an application by a party to the dispute, satisfied themselves that there is no likelihood that, within a reasonable period, further conciliation will result in a settlement or
- The parties to the dispute have informed the FWA member that there is no likelihood of agreement on the settlement of the dispute and the member does not have substantial reason to refuse to regard the conciliation proceedings as completed

Arbitration

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

Where a member of FWA 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.

The determination of FWA is binding upon the persons covered by this Agreement, subject to a determination of a single member of FWA made pursuant to this clause may, with the permission of the Full Bench of FWA, be appealed.

General Powers and Procedures of FWA

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

3.12 Disciplinary

Application

Subject to applicable Victorian and federal legislation, action taken by ACMI in relation to unsatisfactory work performance, will be consistent with this clause.

This clause applies to all Employees except casual Employees and Employees subject to a probationary period of employment.

Employee representation

An Employee is entitled to be represented by a person of their choice (including a Union representative) at any stage of the formal review meetings of the disciplinary process.

Procedural fairness to apply

The process for managing unsatisfactory work performance, inappropriate behaviour and misconduct, including gross misconduct, will be consistent with the principles of procedural fairness. All parties involved in the process will commit to completing it as quickly as practicable.

Before commencing the disciplinary process, the Manager must:

- Tell the Employee the purpose of the meeting
- Provide the Employee with a copy of the formal disciplinary process to be followed
- Provide a reasonable opportunity for the Employee to seek advice from a representative, including a Union representative, before the disciplinary process commences

Transitional provisions

The Parties acknowledge that this clause introduces amended processes for the management of under performance and misconduct at ACMI. The following transitional provisions apply:

- New matters must be dealt with under this clause from the date this Agreement comes into effect and
- Matters commenced but not concluded may continue in accordance with clause 3.12 of the Australian Centre for the Moving Image Enterprise Agreement 2009 - 2011

3.12.1 MANAGEMENT OF UNSATISFACTORY WORK PERFORMANCE

The purpose of this clause is to:

- Support Employees with unsatisfactory work performance to improve their performance to the required standard

- Ensure that unsatisfactory work performance is addressed expeditiously
- Reflect ACMI's Values and the Victorian Public Sector values with the aim of ensuring that Employees are treated fairly and reasonably
- Provide a fair and transparent framework for action to be taken where an Employee continues to perform below the Employer's expected standard

Referred unsatisfactory work performance matters

ACMI may at any time elect, where there is reasonable cause, to manage the Employee's work performance in accordance with clause 1.2. Once an election has been made by ACMI under this clause, any matters that have arisen under the process in this clause may be considered in the process set out in clause 1.2.

Meaning of unsatisfactory work performance

An Employee's work performance is unsatisfactory if the Employee fails to perform to the required standards or expectations of their role.

Prior to Commencing Process:

The Manager must:

- consider organisational or personal factors that play a role in the Employee's unsatisfactory work performance and consider alternatives to the unsatisfactory work performance process to address the problem and
- have a reasonable expectation that the Employee is capable of meeting the required level of performance. Where the Manager and Employee agree that the Employee is not capable of meeting the required level of performance ACMI may transfer the Employee to a suitable alternative position where reasonably practicable

Commencing the formal unsatisfactory work performance process

Where the Manager considers that informal attempts to address an Employee's unsatisfactory work performance have been unsuccessful, the Manager may proceed to formally manage the Employee's unsatisfactory work performance.

First stage – Formal Counselling

The first stage of formal management of unsatisfactory work performance is Formal Counselling of the Employee. The Manager must:

- Advise the Employee of the unsatisfactory work performance and confirm the commencement of the Formal Counselling stage
- Outline the standards required of the Employee
- Provide the Employee with an opportunity to respond within a reasonable timeframe and
- Provide the Employee with an opportunity to improve within a reasonable timeframe

The Employee will be advised of the consequences of not improving their performance within a reasonable period of time and of engaging in any further unsatisfactory work performance.

In managing the underperformance of an Employee, the Manager may use a range of support mechanisms including:

- Increased supervision
- Changes to the Employee's performance plan
- Mentoring
- Training and professional development
- Increased feedback

- Coaching

A record of the Formal Counselling session will be placed on the Employee's personnel file.

If the Manager determines that the Employee has met the required standard of performance during the reasonable timeframe, the Manager will notify the Employee that:

- The formal unsatisfactory work performance process has been completed and
- No further action will be taken by the Manager unless the Employee engages in continued or repeated unsatisfactory work performance, in which case the formal unsatisfactory work performance process may continue to the next stage

A copy of this notification will be placed on the Employee's personnel file.

Second stage – Formal Written Warning

The Employee will be given a Formal Written Warning by the Manager, if:

- The Employee's performance has not improved within the reasonable period following Formal Counselling and/or
- The Employee engages in further unsatisfactory work performance.

The Manager must:

- Advise the Employee of the unsatisfactory work performance
- Outline the standard required of the Employee and
- Provide the Employee with an opportunity to respond within a reasonable timeframe and
- Provide the Employee with an opportunity to improve within a reasonable timeframe

The Formal Written Warning must indicate:

- The standard expected of the Employee
- Where and how the Employee is not meeting this standard and
- The consequences if the Employee fails to improve their performance including that continued or repeated unsatisfactory work performance may result in termination of the Employee's employment.

The Formal Written Warning will be placed on the Employee's personnel file.

If the Manager determines that the Employee has met the required standard of performance during the reasonable timeframe the Manager will notify the Employee that:

- The formal unsatisfactory work performance process has been completed; and
- No further action will be taken by the Employer unless the Employee engages in continued or repeated unsatisfactory work performance, in which case the formal unsatisfactory work performance process may continue to the next stage.

A copy of this notification will be placed on the Employee's personnel file.

Third stage – Final Written Warning

The Employee will be given a Final Written Warning by the Manager if:

- The Employee's performance has not improved within the reasonable time period following receipt of a formal written warning and/or
- The Employee engages in further unsatisfactory work performance

The Manager must:

- Advise the Employee of the unsatisfactory work performance
- Outline the standard required of the Employee and

- Provide the Employee with an opportunity to respond within a reasonable timeframe and
- Provide the Employee with an opportunity to improve within a reasonable timeframe

The Formal Written Warning must indicate:

- The standard expected of the Employee
- Where and how the Employee is not meeting this standard and
- The consequences if the Employee fails to improve their performance including that continued or repeated unsatisfactory work performance may result in termination of the Employee's employment

The Final Written Warning will be placed on the Employee's personnel file.

If the Employer determines that the Employee has met the required standard of performance during the reasonable timeframe the Employer will notify the Employee that:

- The formal unsatisfactory work performance process has been completed and
- No further action will be taken by the Employer unless the Employee engages in continued or repeated unsatisfactory work performance, in which case the formal unsatisfactory work performance process may continue to the next stage

A copy of this notification will be placed on the Employee's personnel file.

Determination of unsatisfactory work performance outcome

In the event that the Employee's performance has not improved within the reasonable time period following the process set out for Formal Counselling, First Written Warning and on receipt by the Employee of the Final Written Warning, the Manager will advise the Employee of the Employee's continued or repeated unsatisfactory work performance and provide the Employee with a reasonable opportunity to respond.

After considering the Employee's performance and response (including any failure to respond) the Manager may request the Chief Executive Officer to terminate the employment of the Employee.

The Employee will be advised in writing of the Termination of Employment and a copy of the letter will be placed on the Employee's personnel file.

3.12.2 MANAGEMENT OF MISCONDUCT

The purpose of this clause is to:

- Establish procedures for managing misconduct or alleged misconduct of an Employee
- Provide for Employee alleged misconduct to be investigated and addressed expeditiously and with minimal disruption to the workplace
- Reflect ACMI's Values and the Victorian Public Sector values with the aim of ensuring that Employees are treated fairly and reasonably
- Manage the Employee's performance in accordance with this clause instead of the Management of Unsatisfactory Work Performance clause where the Manager determines that it would be more appropriate

Meaning of misconduct

For the purposes of this clause, misconduct includes:

- A contravention of a provision of a binding code of conduct, a provision of any statute or regulation that applies to the Employee in the Employee's employment or any other provision of the Employee's employment with ACMI

- Improper conduct in an official capacity
- A contravention, without reasonable excuse, of a lawful direction given to the Employee as an Employee by a person authorised to give that direction
- An Employee making improper use of his or her position for personal gain or
- An Employee making improper use of information acquired by him or her by virtue of his or her position to gain personally, or for anyone else, financial or other benefits or to cause detriment to ACMI or the Victorian Public Sector

Referred matters under the clause – Management of Unsatisfactory Work Performance

Any matters that have arisen under the Management of Unsatisfactory Work Performance process may be considered under the Management of Misconduct clause.

Admissions by Employee

The Employee may at any stage elect to admit the alleged misconduct. If the Employee admits the alleged misconduct, the Manager may proceed immediately to the determination of the misconduct outcome stage.

Directions

Where Employee misconduct is alleged, the Manager may do any of the following:

- Make an initial assessment of the alleged misconduct before commencing the formal process to determine if an investigation is required or
- Determine that it is appropriate to immediately commence an investigation of the alleged misconduct
- and/or
 - Direct the Employee to proceed immediately to perform alternative duties or work at an alternative place of work and/or
 - Direct the Employee not to speak to other Employees of ACMI about the matter or not to visit certain places of work and/or
 - Suspend the Employee with pay

In the event that the Manager exercises their right to suspend the Employee, the Manager will:

- Review this decision no later than a date which is four weeks after the commencement of the suspension and
- Confirm whether the suspension is to continue or is no longer necessary.

The Employer will continue to review any decision regarding an Employee's suspension every four weeks thereafter, until the end of the misconduct process.

Investigation of alleged misconduct

As soon as practicable after an allegation of misconduct has been made and the Manager has determined that an investigation is required, the Manager will advise the Employee of the alleged misconduct in writing.

The written advice will contain the allegation/s of misconduct made about the Employee. Relevant information will only be withheld where it is necessary to withhold that information in order to protect the personal privacy of any other person consistent with Federal or State legislation.

ACMI will appoint a person to conduct an investigation into the alleged misconduct. Where appropriate, the investigation may be conducted by the Employee's immediate manager. The appointed person must not have any prior personal involvement in the matter.

The Manager will provide the Employee with an opportunity to speak to the investigator if the Employee wishes to do so.

The investigation may include:

- Collecting any relevant materials
- Speaking with the Employee
- Speaking with any relevant witnesses
- Providing the Employee with specific particulars to allow the Employee to properly respond to the alleged misconduct
- Seeking an explanation from the Employee and
- Investigating any explanation made by the Employee for the purposes of verifying the explanation so far as possible

In relation to each allegation of misconduct, the investigator will make findings as to whether:

- The allegation is substantiated or
- The allegation is not substantiated

Where the investigator makes a finding that the allegation is substantiated, the Manager will consider this information and propose a discipline outcome.

Where the investigator makes a finding that an allegation is not substantiated, the misconduct process will conclude in relation to any such allegation and the Employee will be informed accordingly.

Opportunity for response by Employee

As soon as practicable after the investigator has made a finding that any allegation of misconduct is substantiated, the Employee will be provided with the findings of the investigator and the proposed discipline outcome.

The Employee will be given a reasonable time to respond to the findings or the material and the recommended discipline outcome. Any response must be provided within the reasonable time.

Gross misconduct

An Employee who is alleged to have committed an act of gross misconduct will be suspended on full pay while the alleged offence is investigated. If on completion of the investigation, the Manager is satisfied that gross misconduct has occurred, the Employee will be summarily dismissed without notice or payment in lieu of notice.

Determination of discipline outcome

The Manager will consider:

- The findings of the investigator and
- The recommended discipline outcome and
- Any response of the Employee (including any admission of misconduct and
- Any prior disciplinary outcomes

and then determine the discipline outcome that is to apply to the Employee. The discipline outcome must not be disproportionate to the seriousness of the matter.

The possible discipline outcomes are:

- No action
- Performance management
- Formal counselling
- Formal warning
- Final warning

- Assignment of the Employee with or without their agreement to a role at a classification level or Value Range lower than the Employee's current classification level or Value Range
- Termination of employment

The Manager will advise the Employee of the discipline outcome in writing and a copy will be placed on the Employee's personnel file.

The Chief Executive Officer cannot delegate the power to dismiss an employee.

Informing Employee who raised allegation of misconduct

If a process was conducted in accordance with this clause because of an allegation of misconduct by another Employee, the Manager must advise that Employee that the allegation has been dealt with in accordance with this clause, and may provide the Employee with other information as is reasonably practicable.

Potential criminal conduct

Where alleged misconduct that is the subject of a process in accordance with this clause is also the subject of a criminal investigation or criminal proceedings, the Manager is not required to delay or cease the management of misconduct process under this clause but the Manager may exercise their discretion to do so.

4.0 REMUNERATION AND CLASSIFICATION

4.1 Pay and Classification Structure

Positions are classified in Grades 1 to 6 or the Senior Technical Specialist Grade based on work value.

Employees will be employed in one of these Grades and Value Ranges based on work requirements in accordance with the Grade Standard Descriptors and the Classification and Value Range Standard Descriptors in place in the VPS. The current Grade Standard Descriptors are set out in Schedule 8 to this Agreement and the current Classification and Value Range Standard Descriptors are set out in Schedule 9 to this Agreement.

4.2 Performance Development and Progression (PDP)

The Performance Development and Progression cycle will be for 12 months and will normally run from 1 July to 30 June in each year.

Progression within the Pay and Classification structure will be on the same basis as the VPS.

An Employee will be eligible to access progression if they have been in their position for 3 months or more except in the following circumstances:

- The Employee has been appointed on probation and has been in his or her role for less than 6 months at the time the performance review is undertaken
- The Employee has completed a formal underperformance process during the PDP cycle or is subject to performance management at 30 June or
- The Employee is subject to proven misconduct during the course of the PDP cycle

4.3 Overtime payments

The manager and the employee must agree at the time the employee is requested to work overtime if the employee will receive payment or take time in lieu of the overtime worked.

Employees at Grades 4, 5 and 6 are not eligible for payment in relation to overtime hours. Grade 4 employees are eligible for time in lieu of overtime hours worked. Time in lieu must be taken at a mutually agreed time and will not be unreasonably refused.

Outstanding TOIL balances will be paid out on termination of employment.

Each period of overtime will stand alone.

4.3.1 Full time employees

Payment for any additional hours worked in excess of 76 in a given fortnight for employees up to and including Grade 3 will be as follows:

Monday to Saturday inclusive except public holidays:

First 3 hours 50% in addition to the employee's ordinary hourly rate

Hours thereafter 100% in addition to the employee's ordinary hourly rate

Sundays except Public Holidays

100% in addition to the employee's ordinary hourly rate.

Public Holidays

150% in addition to the employee's ordinary hourly rate.

4.3.2 Part time employees

Part time employees who are required to work hours in addition to their ordinary hours, will receive payment at ordinary rates or TOIL at ordinary rates for all hours worked up to 76 per fortnight.

Payment for any additional hours worked in excess of 76 in a given fortnight for part time employees up to and including Grade 3 will be as for full time employees (see Clause 4.3.1)

4.3.3 Casual employees

When a casual employee is required to work in excess of 8 hours in any one day (excluding meal breaks), payment will be at the appropriate overtime rate on the casual hourly rate as specified in clause 4.3.1 of this agreement.

4.3.4 Time off in lieu (TOIL)

Employees who take time in lieu for overtime hours worked will do so on the following basis:

- Overtime worked Monday to Friday – On an hour for hour basis
- Overtime worked on a Saturday, Sunday or Public Holiday – Two hours of time in lieu for each hour worked

4.4 Overtime meal payment

An employee will be reimbursed the cost of a meal, where:

- An employee is required to work a period of overtime of at least 2 hours and a meal break of at least 30 minutes is taken during the period of overtime and
- The expense is considered reasonable and does not exceed the relevant amounts set by the Australian Tax Office, unless otherwise agreed

Employees who are required to work overtime on a day they are normally not required to work, will be reimbursed the reasonable cost of a meal provided they work at least five hours and a meal break of at least 30 minutes is taken.

4.5 Meeting/Training payment

If an employee is required to attend a meeting arranged or authorised by ACMI or any structured training session, the minimum payment will be 2.5 hours ordinary pay.

Management will endeavour to schedule meeting and training sessions adjacent to rostered hours to be worked.

4.6 Penalty payments

Employees up to and including Grade 3 are entitled to the following allowances:

- Employees who are rostered to work between Monday to Friday will be paid an allowance at the rate of 15% of the appropriate hourly rate for each hour of duty worked between 7.30 pm and 7.30 am
- Employees who are rostered to work on a Saturday will be paid an allowance at the rate of 50% of the appropriate hourly rate for each hour of duty
- Employees who are rostered to work on a Sunday will be paid an allowance at the rate of 100% of the appropriate hourly rate for each hour of duty
- Employees who are rostered to work on a Public Holiday will be paid an allowance at the rate of 150% of the appropriate hourly rate for each hour of duty

When a casual employee works on a public holiday, payment will be at double the casual hourly rate for all hours worked.

4.7 On call arrangements

When on-call an employee is expected to be readily available for contact by telephone and able to travel to ACMI as required. ACMI will provide the employee with a mobile telephone and cab charge vouchers during any period that the employee is on-call.

An on-call allowance of:

- \$234.00 per week with effect from 1 July 2012
- \$237.00 per week with effect from 1 January 2013
- \$240.00 per week with effect from 1 July 2013
- \$245.00 per week with effect from 1 January 2014
- \$248.00 per week with effect from 1 July 2014
- \$253.00 per week with effect from 1 January 2015
- \$257.00 per week with effect from 1 July 2015

(pro-rata on a daily basis when the employee is required to be on-call for less than a week), will be payable for each week that the employee is on-call.

Payment at the rates specified in the clause relating to overtime will apply for each hour called in including travel time. There will be a 4-hour minimum payment. The employee and the manager can agree that time on an hour for hour basis can be taken instead of payment.

The on-call roster will be determined and agreed in each local work area.

4.8 Superannuation

The salary for superannuation purposes differs depending on the employee's nominated superannuation scheme. ACMI will certify the salary for superannuation purposes according to the terms and conditions of the nominated superannuation scheme of the employee.

All employees, regardless of age, will become members of VicSuper unless the employee elects to have employer and personal contributions made to another complying superannuation fund approved by the Australian Prudential Regulations Authority. Employer superannuation contributions will be made in accordance with the Commonwealth *Superannuation Guarantee Administration Act* and contributions will be submitted to funds at least monthly.

4.9 Salary packaging

The annual amount available for salary packaging is up to 100% of an employee's annual salary after authorised deductions and excluding allowances as shown on their pay slip advice. Where an employee enters into a salary packaging arrangement, the total amount of salary and the cost to ACMI of providing any employment benefits must not exceed the ordinary rate of pay of the employee.

All costs associated with salary packaging, including administrative costs, are to be met from the salary of the participating employee.

Superannuation

A full time or part time employee may nominate to have a portion of their gross salary redirected (by salary sacrifice) into a complying superannuation fund. In the case of salary sacrifice to State Government defined benefit superannuation schemes, eligibility is subject to the approval of the Minister for Finance and contributions must comply with State legislation.

Other benefits

Additional benefits which may be packaged under a salary packaging arrangement are:

- Self-education expenses
- Membership fees and subscriptions to professional associations
- Financial Counselling fees
- Disability/Income Protection insurance

4.10 Higher Duties

Higher Duties is acting in a role which is temporarily vacant and which is at a higher Grade.

Where Higher Duties would constitute a significant developmental opportunity, it will be advertised internally, seeking expressions of interest to afford eligible employees an opportunity to express an interest.

A significant developmental opportunity occurs in circumstances where an employee can gain experience and skill development in an area of work outside the scope of their existing role and Grade and it is for a period in excess of 3 calendar months.

Higher duties will only be payable when an employee has acted in the position at the higher Grade for more than 10 working days, or 76 hours, in any 12 month period, which do not have to be consecutive, and where the employee assumes responsibility for a range of the duties of the higher position.

The percentage of higher duties allowance will be what is deemed reasonable by the manager and the employee for the responsibility to be taken on during the period of the assignment.

The rate of payment for higher duties will be the difference between the employee's substantive salary and the minimum of the salary range for the higher position. If the difference is less than 5%, payment will be either at the next progression step of the higher Grade or an amount equal to 5% more than the employee's substantive salary.

Payment of a higher duties allowance may continue during any periods of recreation leave, however the period of recreation leave should not be disproportionate to the total period of the assignment and providing the employee resumes the duties of the higher position on return from leave.

4.11 Travelling and Personal Expenses

Where ACMI requires an employee in the course of his or her duties to be absent overnight or part of the day, the employee will be eligible to receive reimbursement of actual travelling, accommodation, meals and incidental expenses where the expense is considered reasonable and does not exceed the relevant amounts set by the Australian Tax Office as adjusted from time to time unless otherwise agreed. ACMI will apply the rulings of the Commissioner of Taxation relating to reasonable allowances in determining the maximum rates payable.

Employees must obtain prior approval from their manager before using their private mobile or home phone, or private motor vehicle for business purposes. Employees will be reimbursed for work-related calls in accordance with their plan. Reimbursement for kilometres travelled will be at the rates determined by the Australian Tax Office from time to time.

4.12 First Aid Allowance

Where an employee, in addition to his or her normal duties, agrees to be appointed by ACMI to perform first aid duty and holds a current Workplace Level 2 or 3 certificate issued by

St John Ambulance Australia or an equivalent qualification, the employee will be paid an annual allowance of:

- \$509.00 with effect from 1 July 2012
- \$515.00 with effect from 1 January 2013
- \$523.00 with effect from 1 July 2013
- \$532.00 with effect from 1 January 2014
- \$540.00 with effect from 1 July 2014
- \$550.00 with effect from 1 January 2015
- \$558.00 with effect from 1 July 2015

while so appointed. ACMI will organise appropriate training for such employees.

4.13 Uniform and Shoe allowance

ACMI will pay to an employee who is required to wear and launder/clean a uniform an allowance of \$1.56 per rostered day up to a maximum of \$7.58 per week.

ACMI will pay to a Visitor Services Officer, Retail Supervisor or Retail Assistant who is required to wear and launder/clean a uniform a shoe allowance of \$0.51 per rostered day to a maximum of \$2.48 per week.

On completion of the Probationary period of employment, an on-going Visitor Services Officer, Retail Supervisor or Retail Assistant may elect to be paid a lump sum of \$249.00 in lieu of receiving a daily/weekly shoe allowance. This payment will be at a pro-rata rate for part-time Employees. Such a payment will be made once during the period of the Agreement and an Employee may not receive 2 lump sum payments within 12 months of each other.

These amounts will be increased in line with the pay increases during the life of the Agreement.

Where ACMI provides a uniform, the employee must ensure that it is worn and presented in accordance with ACMI's policy. Accidental damage must be notified to ACMI who will arrange replacement or repair. Intentional damage must be rectified at the employee's expense.

4.14 Payment of salaries

Salaries will be paid fortnightly on a Thursday by Electronic Funds Transfer into a nominated bank account. A maximum of 3 accounts can be nominated. The pay will cover the fortnightly period commencing on a Sunday and ending on the Saturday following the payday. Where payday falls on a public holiday, pay will be credited to the nominated account(s) one day preceding that payday.

In exceptional circumstances ACMI will make provision for off-line payment by cheque.

An employee may authorise deductions from salary for forwarding to a third party.

Employees will be provided either in writing or electronically, with details of each pay regarding the make up of their remuneration and any deductions.

In the event of a salary overpayment ACMI will advise the employee. Where agreement cannot be reached on a repayment arrangement, ACMI may recover the overpayment by instalments to be paid in accordance with the *Financial Management Act 1994*.

4.15 Supported Wage System

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

- **Supported wage system** means 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** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.
- **Disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act* 1991 or any successor to that scheme.
- **Assessment instrument** means 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.

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

This clause does not apply to an existing employee who has a claim against ACMI, which is subject to the provisions of accident compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

This clause does not apply to ACMI in respect of its facility, programme, 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 an organisation which has received recognition under s.10 or under s 12A of the *Disability Services Act* 1986, or if a part only has received recognition, that part.

Employees who are employed under the terms of this clause will be paid the applicable percentage of the minimum rate of pay prescribed by this Agreement for the class of work which the person is performing in accordance with the following schedule:

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

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

provided that the minimum amount payable will be not less than \$76.00 per week.

For the purposes of establishing the percentage of the Agreement rate to be paid to an Employee under this Agreement, the productive capacity of the employee will be assessed in accordance with the supported wage system and documented in an assessment instrument by either:

- ACMI and the union(s) party to the Agreement, by agreement with the employee or, if desired by any of these
- ACMI and an accredited assessor from a panel agreed by the parties to the Agreement and the employee

All assessment instruments under the conditions of the clause, including the appropriate percentage of the Agreement salary to be paid to the employee, will be lodged by ACMI with the Registrar of Fair Work Australia.

All assessment instruments will be agreed and signed by the parties to the assessment, provided that where a union which is party to the Agreement, is not a party to the assessment, it will be referred by the Registrar to the union by certified mail and will take effect unless an objection is notified to the Registrar within 10 working days.

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 will be in accordance with the procedures for assessing capacity under the supported wage system.

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

If wishing to employ a person under the provisions of the clause, ACMI will take all 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.

In order for an adequate assessment of the employee's capacity to be made, ACMI may employ a person under the provision 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.

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

The minimum amount payable to the employee during the trial period will be no less than \$76.00 per week.

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

Where ACMI and the employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment of capacity as described above.

5.0 LEAVE

5.1 Annual Leave

A full time employee is entitled to 152 hours paid annual leave for each year of employment. A part time employee is entitled to receive annual leave on a pro-rata basis according to the number of hours worked. The entitlement accrues on a daily basis.

Annual leave is credited on 1 January in each year and is in addition to any public holiday to which the employee is entitled to be paid.

Annual leave may be taken on half pay providing that a minimum of 2 weeks leave is taken at any one time, that is, a debit of one week's leave for a 2 week absence without any impact on other entitlements.

Where a public holiday(s) falls which applies to ACMI employees during a period of annual leave, the public holiday will not be regarded as part of the annual leave.

Annual leave must be taken by the end of the calendar year following the calendar year in which it accrued, unless specific approval for an extension is granted by the Chief Executive Officer, the terms of which must be set at the time the extension is granted, and which will not be unreasonably withheld.

If a request for approval to carry forward leave from the previous year has not been made by 31 December, the employee may be directed to take leave to reduce their leave balance to a reasonable level.

Every effort will be made to afford employees the opportunity to access their annual leave entitlements when requested.

On termination annual leave is calculated and paid to the date of termination, together with any leave loading applicable to unused leave.

5.1.1 Annual Leave Loading

Employees are entitled to receive a leave loading payment in relation to every day of annual leave taken. This loading will be paid at the rate of 17.5% of an employee's salary at the time of taking the leave, including any allowances or other payments an employee would normally receive. The maximum allowance payable will not exceed an amount calculated in respect of a salary at the top of Grade 4.

5.1.2 Purchase of Additional Annual Leave

Employees may purchase additional annual leave each year by reducing their fortnightly rate of pay.

Additional annual leave options include 44/52, 45/52, 46/52, 47/52, 48/52, 49/52, 50/52 and 51/52, which provide an additional 8, 7, 6, 5, 4, 3, 2 or 1 weeks leave for the 12 month period. Leave can only be taken in minimum blocks of one week.

The purchase of Additional Annual Leave is on a calendar year basis, that is, from January to December each year. This additional leave, which does not attract any leave loading payment, must be taken in the 12 month period in which it is granted and dates must be submitted to the manager for approval prior to the commencement of each 12 month period. This leave option will not affect accrual of other entitlements such as sick leave. During any periods of Annual Leave, leave loading will be calculated on the reduced salary amount. Salary for superannuation purposes is in accordance with the rules of the employee's

superannuation fund. Entitlements to allowances such as Higher Duties or First Aid will be paid at the reduced rate.

5.2 Public Holidays

Employees are entitled to the following public holidays, providing the public holiday falls on a normal day of duty, without loss of pay:

New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, Queen's Birthday, Labour Day and Melbourne Cup Day.

When:

- Christmas Day falls on either a Saturday or a Sunday, a holiday in lieu will be observed on 27 December
- Boxing Day falls on either a Saturday or a Sunday, an additional holiday will be observed on 28 December
- New Year's Day falls on either a Saturday or a Sunday, an additional holiday will be observed on the next Monday
- Australia Day falls on a Saturday or a Sunday, a holiday in lieu will be observed on the next Monday

Where in the State of Victoria, additional or substituted public holidays are declared or prescribed on days other than those set out above, those days will constitute additional or substituted holidays for the purpose of this Agreement if, based on ACMI's location, the additional or substituted holidays apply to employees of ACMI.

An employee may with the agreement of ACMI substitute another day for any prescribed in this clause to observe religious or cultural occasions or like reasons of significance to the Employee.

If a Public Holiday falls on a day that a full time rostered employee is not rostered to work, an additional day will be granted in lieu of the Public Holiday.

A part time employee is entitled to public holidays which fall on a day on which the employee would normally work or is rostered to work.

5.3 Personal/Carer's Leave

Amount of paid personal/carers leave

An Employee, other than a casual Employee, is entitled to paid personal/carers leave when they are absent because of:

- personal illness or injury or
- personal illness or injury of an Employee's immediate family or household member who requires the Employee's care or support or
- an unexpected emergency affecting a member of the Employee's immediate family or household

A full time Employee will be credited in advance with 114 hours of personal/carers leave on commencement of employment with ACMI, and thereafter 114 hours on the anniversary of appointment, pro-rata for part time Employees. Such leave will be cumulative but accrued personal/carers leave will not be paid out on termination of employment.

An Employee entitled to take personal/carers leave may take up to an aggregate of 38 hours equivalent pro-rata amount accrued personal/carers leave in each year of employment without having to provide the documentary evidence required.

If the period of absence is for a continuous period exceeding 22.8 hours, the Employee must provide appropriate documentary evidence to the Manager. The Manager may require that the Employee provides a documentary evidence if the period of continuous sick leave is less than 22.8 hours.

Employees who are on extended sick leave with a medical certificate may convert personal leave credits on full pay to personal leave credits on half pay.

Notice requirements

An Employee must give his or her Manager notice of the taking of personal/carer's leave and must advise the Manager of the period, or expected period, of the leave. Notice must be given to the Manager as soon as practicable, which may be a time after the personal/carer's leave has started.

If an Employee reports for work on any given day but commences personal/carer's leave part way through the day, the personal/carer's leave claimed may equal the balance required to make up the number of hours the Employee intended to work on that day. Unless otherwise rostered, for these purposes, a day will be 7.6 hours.

Documentary Evidence Requirements

Personal leave

In the case of personal leave, the Employee must provide a medical certificate from a Registered Practitioner or Statutory Declaration. ACMI reserves the right to request from an Employee a medical certificate from a Registered Practitioner instead of a Statutory Declaration.

Carer's leave

In the case of carer's leave, the Employee must provide appropriate documentary evidence. The form of evidence required by the Manager will depend on the circumstances of the carer's leave request, and may include a medical certificate from a Registered Practitioner or Statutory Declaration stating the condition of the person concerned and that this condition requires the Employee's care or support or other relevant documentary evidence.

Further medical certificates or documentary evidence

The Manager may require that an Employee provide a further medical certificate from an independent Registered Practitioner where an Employee has been on personal leave for at least six weeks and has a medical certificate indicating on-going need for personal leave. The employee will select a Registered Practitioner from a list of at least three Registered Practitioners nominated by ACMI.

The Manager may require that an Employee provide further documentary evidence to the satisfaction of the Employer where an Employee has been on carer's leave for at least two weeks including evidence stating the condition of the person concerned and that this condition requires the continued care or support of the Employee.

Employee's incapacity to undertake duties

If the Manager has a genuine concern about an Employee's capacity to undertake their duties, the Employer may require that the Employee provide a medical certificate from an independent Registered Practitioner. The employee will select a Registered Practitioner from a list of at least three Registered Practitioners nominated by the Employer.

Failure to provide relevant documentary evidence

Failure by the Employee to provide documentary evidence as required by the Manager within a reasonable period of time may render the Employee ineligible for payment for personal/carer's leave under this clause.

Absence on Public Holidays

If the period during which an Employee takes paid personal/carer's 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/carer's leave on that Public Holiday.

Unpaid personal leave

An Employee who has exhausted all paid personal/carer's leave entitlements may, with the consent of the Manager and subject to providing documentary evidence take unpaid personal leave or utilise other accrued leave entitlements.

Unpaid carer's leave

An Employee who has exhausted all paid personal/carer's leave entitlements may take unpaid carer's leave providing the Employee complies with the notice and evidence requirements. The Manager and the Employee will agree on the period of unpaid leave. In the absence of agreement, the Employee may take two days unpaid carer's leave per occasion.

Alternatively, the Employee may, with the consent of the Employer, elect to work make-up time, under which the Employee takes time off during ordinary hours and works those hours at a later time during the Employee's spread of ordinary hours.

Casual Employees – Caring responsibilities

Casual Employees may be unavailable to attend work or may be required to leave work if they need to care for members of their immediate family or household who are sick and require care and support.

The Manager and a casual Employee will agree on the period for which the casual Employee may be unavailable to attend work. In the absence of agreement, a casual Employee is permitted to be absent from work for two days per occasion. A casual Employee is not entitled to any payment for the period of non-attendance.

A casual Employee must comply with the notice and evidence requirements.

5.4 Compassionate Leave

Compassionate leave of up to three days paid leave will be granted to an employee on the death or serious illness of a family member or member of their household, or in the event of an emergency situation that is considered by their manager to warrant such leave.

ACMI may approve a longer period, with or without pay, in special circumstances.

Employees of Aboriginal or Torres Strait Islander descent may be granted leave of up to three days in relation to the death of an extended family member.

5.4.1 Casual employees and compassionate leave

A casual employee is entitled to be unavailable to attend work or to leave work: on the death of an immediate family or household member, if they need to care for members of their immediate family or household who require care due to an unexpected emergency, or the birth of a child.

ACMI and the casual 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 days on each occasion. The casual employee is not entitled to any payment for the period of non-attendance.

5.4.2 Notice and Evidence requirements

An Employee must give notice to the Manager as soon as practicable (which may be at a time after the compassionate leave has started) and must advise the Manager of the period, or expected period, of the compassionate leave.

An Employee must provide the Manager with satisfactory evidence to support the taking of compassionate leave. Satisfactory evidence may include a medical certificate from a Registered Practitioner, a Statutory Declaration or other relevant documentary evidence to the reasonable satisfaction of the Manager.

There is no entitlement to compassionate leave unless the Employee complies with the evidence and notice requirements of this clause.

5.5 Long Service Leave

An employee is entitled to 13 weeks or 494 hours of long service leave with pay for each period of ten years of recognised and continuous service.

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

An application for long service leave should be submitted as far in advance as possible, particularly if more than one month of long service leave is requested, so that appropriate arrangements to cover the absence of the employee can be made. The manager may determine the time for granting long service leave so that ACMI's operations will not be unduly affected by the granting of the long service leave.

Long Service leave to which an employee is entitled may be taken at a time fraction agreed between the manager and the employee. At the conclusion of the leave, the employee will revert to their substantive time fraction unless otherwise agreed between the manager and the employee.

Where a public holiday(s) which applies to ACMI employees falls during a period of long service leave, the public holiday will not be regarded as part of the long service leave and a day(s) will be added to the end of the period of leave.

Employees are not entitled to long service leave, or payment for long service leave, for any period of service for which long service leave has been taken or payment in lieu of long service leave has been made.

5.5.1 Pay during long service leave

Payment will be on the basis of the time fraction that the employee has elected to be paid during the period of long service leave including,

- Any salary maintenance
- Any additional payment for a temporary assignment which has continued for a period of more than 12 months before the commencement of the leave providing the employee resumes the duties of the higher position on return from leave

But will not include:

- Any penalty or overtime payments
- Uniform allowance

5.5.2 Pay in lieu of long service leave

An employee whose employment terminates and who has more than 7 years of recognised and continuous service, will be paid for all outstanding accrued long service leave.

Where an employee has completed 4 or more years of recognised and continuous service, he/she will be entitled, or in the case of death is deemed to have been entitled, to a pro-rata amount in respect of long service leave if his/her employment terminates because of retirement, ill health, retrenchment or the employee dies.

Payment will be at the rate of one-fortieth of the employee's period of service.

5.5.3 Recognition of prior service for long service

Within 6 months of commencement with ACMI an employee may seek recognition of prior service for long service leave purposes. The service that will be recognised for such purposes includes any service with:

- A State, Commonwealth or Territory of Australia Government Department or Public Sector authority
- A public entity under the *Public Administration Act 2004* (Vic)
- Any service with a local governing body that is established by or under a law of Victoria

ACMI may also recognise any service with a public sector authority or local governing body of the Commonwealth, a State other than Victoria or a Territory of Australia

The service, which will be recognised under this clause does not include any periods of service:

- Which preceded a continuous gap in approved service of greater than 12 months other than:
 - an absence of 3 years or less in the nature of retirement occasioned by disability
 - an absence of 2 years or less which in the opinion of ACMI was caused by special circumstances
- During any absence from duty on maternity, paternity or adoption leave without pay
- During any other absence on leave without pay except to the extent (if any) authorised by a former employer
- During any absence from duty when the employee was in receipt of weekly payments of compensation under the *Accident Compensation Act 1985* or any corresponding previous enactment, other than the first 12 months of that period
- Which followed the date on which a pension under the *State Superannuation Act 1988* (or similar provision applying to persons on the staff of a declared authority) became payable by reason of retirement on the grounds of disability, other than a period not exceeding 12 months during which a pension under section 83A(1) of that Act (or similar provision applying to persons on the staff of a declared authority) was paid
- From which the employee was dismissed for disciplinary reasons

An employee who has received a Targeted Separation package from the Victorian Public Sector, will have their prior service recognised, providing that service does not precede a continuous gap in approved recognised service of greater than 12 months.

An employee who has received a Voluntary Departure Package from the Victorian Public Sector will not have their prior service recognised by ACMI.

5.6 Accident make-up pay

An employee who is absent from duty as a result of sustaining an injury in respect of which the employee is entitled to weekly payments of compensation under the *Accident Compensation Act* 1985 will receive make-up pay equal to the pay the employee would receive for paid leave less the amount of the weekly payments of compensation - "make-up pay".

Accident make-up pay ceases when:

- The employee is paid a disability benefit under the *State Superannuation Act* 1988 or under a similar provision in any other Act which requires the State of Victoria to contribute as an employer or
- The employee has been absent from work for either a continuous period of 52 weeks or an aggregate period of 261 working days (including any public holiday an employee, but for that public holiday, would be required to work), or an aggregate period of 1983 hours or
- The employee's employment is lawfully terminated

5.7 Occupational Health and Safety training leave

An employee will be granted up to 5 days paid leave, as soon as practicable after election as a health and safety representative, to undertake an introductory health and safety representative's course, having regard to course places and ACMI's operations. Leave under this provision must only be granted to an employee on one occasion. In addition, an employee may be granted paid leave to attend a refresher course of training once each subsequent year while elected as a health and safety representative. The employee may, in consultation with ACMI, choose an appropriately qualified provider for this training.

5.8 Cultural and ceremonial leave

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

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

Ceremonial leave without pay may be granted to an employee of extended family (provided that no employee will have an existing entitlement reduced as a result of this clause), or, for other ceremonial obligations under Aboriginal and Torres Strait Islander law.

Ceremonial leave granted under this clause is in addition to leave granted under the Compassionate Leave clause.

5.9 Leave to engage in emergency relief activities

An employee who is a member of a voluntary emergency relief organisation including, but not limited to, the Country Fire Authority, Red Cross, State Emergency Service and St John Ambulance will be released from normal duty with pay where an emergency situation arises that requires the attendance of the employee.

An employee who is required to attain qualifications or to requalify to perform activities in an emergency relief organisation will be granted leave with pay for the period of time required to fulfil the requirements of the training course pertaining to those qualifications, provided that such training can be undertaken without unduly affecting the operations of ACMI.

5.10 Leave for blood donations

Leave with pay may be granted to an employee to visit the Red Cross Blood Bank as a donor once every three months.

5.11 Jury service

If any employee is required to appear and serve as a juror under the *Juries Act* 2000, he or she is entitled to leave with pay for the period during which his or her attendance at court is required, subject to the production of satisfactory evidence of such attendance. Any compensation paid to the employee in accordance with the *Juries Act* 2000 for serving as a juror during his or her ordinary hours of work must be repaid to ACMI, with reasonable expenses actually incurred over and above those which the employee would normally incur being offset against this amount.

5.12 Defence force leave

Leave with pay may be granted for defence force service for up to a maximum of 78 weeks' continuous service in accordance with the *Defence Reserve Service (Protection) Act* 2001 (Cth).

An employee required to complete defence force service will consult with ACMI regarding the proposed timing of the service and will give ACMI 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 ACMI, with reasonable expenses actually incurred over and above those that the employee would normally incur being offset against this amount.

5.13 Leave to engage in Voluntary Community activities

An employee who is elected to a Municipal Council will be granted leave with pay to fulfil their official functions during their term of office as follows:

- Mayor or Shire President – up to three hours per week, or where special occasions arise, six hours per fortnight and
- Councillor – up to three hours per fortnight, or where special occasions arise, six hours per month

An employee who is elected to a committee of management of a community organisation may, if ACMI agrees, be granted leave with pay to fulfil their official functions during their term of office as follows:

- Chair or President – up to three hours per week, or where special occasions arise, six hours per fortnight or
- Committee members – up to three hours per fortnight, or where special occasions arise, six hours per month

5.14 Training and Development

ACMI may provide an employee leave with or without pay to attend an approved training course.

Where approved training is undertaken outside of working hours ACMI will pay overtime or grant time off in lieu in accordance with clause 4.3 of this Agreement for attendance at a training course.

ACMI may pay or reimburse reasonable costs incurred in connection with the undertaking of training, such as training/course fees (where applicable), accommodation and travel costs. ACMI will reimburse costs upon receipt of evidence of such expenditure.

Travel costs incurred by an employee undertaking training in accordance with this clause, which exceed those normally incurred in travelling to and from work, will be reimbursed upon receipt of evidence of such expenditure.

5.15 Study leave

An employee may be granted study leave, with or without pay, where, if in the opinion of ACMI, the course of study increases the effectiveness of the employee in performing his or her duties.

The leave will be at ACMI's discretion and will not be unreasonably withheld taking into account the operational requirements of the organisation.

5.16 Leave of absence

ACMI has the discretion to grant additional leave to an employee, on terms and conditions as ACMI sees fit, for other reasons not specifically provided for in this Agreement; for example, to attend to urgent personal or family affairs, or leave to participate in state or national sporting teams, or to allow employees to undertake a work placement or other development activity with a public or private sector organisation where ACMI considers that this would be in the interest of ACMI. This leave may be with or without pay.

Employees who have been with ACMI for at least two years continuously may apply for leave without pay for extended periods of up to one year. Leave without pay for an extended period may include leave for employees who have chosen to travel, spend time focusing on family responsibilities, work with a charity or other voluntary organisation, take a secondment (in the interests of ACMI and the employee) or simply take 'time out'.

It is expected that leave without pay will not be taken repeatedly

Leave without pay will not break an employee's continuity of employment but it will not count as service for leave accrual or other purposes.

5.17 Parental Leave

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

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

An **eligible casual Employee** means a casual Employee:

- Employed by ACMI on a regular and systematic basis for a sequence of periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months and
- Who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment

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

ACMI will not fail to re-engage a casual Employee because:

- The Employee or Employee's spouse is pregnant; or

- The Employee is or has been immediately absent on parental leave.

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

Commonwealth Paid Parental Leave Payments

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

5.17.1 Definitions

- For the purpose of this clause child means a child of the Employee under school age except for adoption of an eligible child where 'eligible child' means a person under the age of 16 years who is placed with the Employee for the purposes of adoption, other than a child or step-child of the Employee or of the spouse of the Employee or a child who has previously lived continuously with the Employee for a period of six months or more
- For the purposes of this clause, **spouse** includes a de facto spouse, former spouse or former de facto spouse. The Employee's "de facto spouse" means a person who lives with the Employee as husband, wife or same sex partner on a bona fide domestic basis, although not legally married to the Employee.

5.17.2 Basic entitlement

Employees who have, or will have, completed at least twelve months continuous service, are entitled to a combined total of 52 weeks paid and unpaid parental leave on a shared basis in relation to the birth or adoption of their child. An Employee who does not satisfy the qualifying service requirement for the paid components of leave, or an Employee who is an eligible casual Employee, is entitled to leave without pay for a period not exceeding 52 weeks.

Leave available is summarised in the following table:

Type of leave	Paid leave	Unpaid leave	Total combined paid and unpaid leave
Maternity leave (where Employee has completed at least 12 months of paid Continuous Service)	14 weeks	38 weeks - primary care giver	52 weeks
Maternity leave (where Employee has completed less than 12 months of paid Continuous Service)	0 weeks	52 weeks - primary care giver	52 weeks
Parental leave (where Employee is an Eligible Casual Employee)	0 weeks	52 weeks - primary care giver	52 weeks
Paternity/partner	2 weeks	50 weeks - primary care giver	52 weeks

Adoption leave – primary care giver	14 weeks	38 weeks	52 weeks
Adoption leave – secondary care giver	1 week	2 weeks	3 weeks
Permanent Care leave	14 weeks if primary care giver	-	14 weeks - primary care giver
Grandparent leave	-	52 weeks - primary care giver	52 weeks - primary care giver

Where a public holiday(s) falls during a period of paid parental leave, the public holiday will not be regarded as part of the leave and a day(s) will be added to the end of the period of leave.

An Employee who has been on leave without pay in excess of 52 weeks does not have an entitlement to paid leave while on such leave without pay.

Subject to the Sick leave and Special Maternity Leave provisions, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:

- In the case of paid paternity/partner leave an Employee is entitled to a total of 10 days (which need not be taken consecutively) in connection with the birth of a child for whom he or she has accepted responsibility which may be commenced one week prior to the expected date of birth
- In the case of short adoption leave for the secondary care giver, 1 week's paid leave and up to 2 weeks' unpaid leave which may be commenced at the time of placement

An Employee who is entitled to paid Parental Leave is entitled to take that leave on half pay for a period equal to twice the period to what the Employee is otherwise entitled.

5.17.3 Maternity Leave

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

- The expected date of birth (included in a certificate from a registered medical practitioner stating that the Employee is pregnant) - at least 10 weeks
- The date on which the Employee proposes to commence maternity leave and the period of leave to be taken - at least 4 weeks

The Employee must also provide a statutory declaration stating particulars of any period of paternity/partner leave sought or taken by her spouse and that for the period of maternity leave she will not engage in any conduct inconsistent with her contract of employment.

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

Unless agreed otherwise between ACMI and the Employee, an Employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.

Where an Employee continues to work within the six week period immediately prior to the expected date of birth of the child or is on paid leave because it is not practicable to transfer her to a safe job, ACMI may require the Employee to provide a medical certificate stating that she is fit for work in her present position.

ACMI may require the Employee to start maternity leave if the Employee:

- Does not give the employer the requested certificate within 7 days after the request or
- Within 7 days of the request gives ACMI a medical certificate stating that the Employee is unfit to work

5.17.4 Personal/Carer's leave and Special Maternity leave

Where the pregnancy of an Employee not then on maternity 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:

- 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 the relevant personal/carer's leave provisions
- Where the pregnancy terminates after the completion of 20 weeks, during the certified period/s the Employee is entitled to up to 14 weeks of paid special maternity leave and then to unpaid special maternity leave

Where an Employee not then on maternity leave is suffering from an illness whether related or not to pregnancy an Employee may take any paid sick leave to which she is entitled and/or unpaid sick leave in accordance with the relevant personal leave provisions.

5.17.5 Paternity/Partner leave

An Employee will provide to ACMI at least 10 weeks prior to each proposed period of paternity/partner leave:

- A certificate from a registered medical practitioner which names his or her spouse, states that she is pregnant and the expected date of birth or states the date on which the birth took place and
- Written notification of the dates on which he or she proposes to start and finish the period of paternity leave

The Employee will also provide a statutory declaration stating that, except in relation to leave taken simultaneously with the child's mother:

- He or she will take the period of paternity/partner leave to become the primary care giver of a child
- Particulars of any period of maternity leave sought or taken by his or her spouse
- For the period of paternity/partner leave he or she will not engage in any conduct inconsistent with his or her contract of employment

The Employee will not be in breach of this clause if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

5.17.6 Adoption leave

The Employee must provide ACMI with written notice of their intention to apply for adoption leave as soon as is reasonably practicable after receiving a placement approval notice from an adoption agency or other appropriate body. The Employee must give written notice of the day when the placement with the Employee is expected to start as soon as possible after receiving a placement notice indicating the expected placement day.

The Employee must give the following written notice of the first and last days of any period of adoption leave they intend to apply for because of the placement:

- Where a placement notice is received within the period of 8 weeks after receiving the placement approval notice – before the end of that 8 week period or
- Where a placement notice is received after the end of the period of 8 weeks after receiving the placement approval notice – as soon as reasonably practicable after receiving the placement notice

As a general rule, the Employee must make application for leave to ACMI at least 10 weeks in advance of the date of commencement of long adoption leave and the period of leave to be taken, or 14 days in advance for short adoption leave. An Employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the Employee, the adoption of a child takes place earlier.

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

- That the child is an eligible child, whether the Employee is taking short or long adoption leave or both and the particulars of any other authorised leave to be taken because of the placement
- Except in relation to leave taken simultaneously with the eligible child's other adoptive parent that the Employee is seeking adoption leave to become the primary care-giver of the child
- Particulars of any period of adoption leave sought or taken by the Employee's spouse and
- That for the period of adoption leave the Employee will not engage in any conduct inconsistent with their contract of employment.

An Employee must provide ACMI with confirmation from the adoption agency of the start of the placement.

Where the placement of an eligible child for adoption with an Employee does not proceed or continue, the Employee will notify ACMI immediately and ACMI will nominate a time not exceeding 4 weeks from receipt of notification for the Employee's return to work.

An Employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

An Employee seeking to adopt an eligible child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. ACMI may require the Employee to provide satisfactory written evidence of the requirement to attend any compulsory interviews or examinations. The Employee and ACMI should agree on the length of the unpaid leave. Where agreement cannot be reached, the Employee is entitled to take up to two days unpaid leave. Where paid leave is available to the Employee, the employer may require the Employee to take such leave instead.

5.17.7 Permanent Care leave

If an Employee, other than a casual Employee, is granted custody of a child under the *Children, Youth and Families Act 2005* by the Children's Court or the Family Court, and the

Employee is the primary care giver for the child, the Employee will be entitled to 14 weeks' paid leave at a time to be agreed.

5.17.8 Grandparent leave

An Employee is entitled to a period of up to 52 weeks continuous unpaid grandparent leave in respect of the:

- Birth of a grandchild of the Employee or
- Adoption of a grandchild of the Employee

Providing they are or will be the primary caregiver of a grandchild.

5.17.9 Pre-natal leave

An Employee other than a casual Employee who presents a medical certificate from a doctor stating that she is pregnant will have access to paid leave totalling up to 35 hours per pregnancy to enable her to attend the routine medical appointments associated with the pregnancy. A medical certificate must be provided to cover each absence.

The work unit should be flexible enough to allow such Employees the ability to leave work and return on the same day.

On presentation of a medical certificate stating such, any staff member who has a partner who is pregnant will have access to paid leave totalling up to 7.6 hours per pregnancy to enable their attendance at routine medical appointments associated with the pregnancy. A medical certificate must be provided to cover each absence.

Pre-natal leave is in addition to Maternity leave and Carer's leave.

5.17.10 Right to request

An Employee entitled to parental leave may request ACMI to allow the Employee:

- A further period of unpaid parental leave of up to 8 weeks to be taken at the same time as the other parent/partner
- To extend the period of unpaid parental leave by a further continuous period of leave not exceeding 52 weeks

An Employee who has completed at least 52 weeks of continuous service immediately before making the application, may request ACMI to allow the Employee to return from a period of parental leave:

- On a part-time basis
- To a change of roster or
- To request a change in work location

until the child reaches school age, to assist the Employee in reconciling work and parental responsibilities.

ACMI will consider a request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable business grounds relating to the effect on the workplace or ACMI's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

ACMI's response, including details of the reasons for any refusal, will be given as soon as practicable, and no later than 21 days after the request is made.

The Employee's request must be made as soon as possible but no less than 7 weeks prior to the date on which the Employee is due to return to work from parental leave. The Employee's request and ACMI's decision must be recorded in writing.

Unless agreed otherwise between the ACMI and the Employee, an Employee may apply to change the period of parental leave on one occasion. Any such change must be notified in writing at least two weeks prior to the commencement of the changed arrangements.

The total period of parental leave must not extend beyond 24 months comprising 12 months parental leave and 12 months additional leave.

An Employee must notify their manager of their intention to return to work after a period of parental leave at least 4 weeks prior to the expiration of the leave.

5.17.11 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 5.17.10.

5.17.12 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 in her present position, the Employee will, if the ACMI deems it practicable, be transferred to a safe job with no other change to the Employee's terms and conditions of employment until the commencement of maternity leave.

If ACMI does not think it to be reasonably practicable to transfer the Employee to a safe job, the Employee may take paid no safe job leave, or ACMI may require the Employee to take paid no safe job leave immediately for a period which ends at the earliest of either:

- When the Employee is certified unfit to work during the six week period before the expected date of birth by a registered medical practitioner or
- 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.

5.17.13 Returning to work after a period of parental leave

An Employee will notify of their intention to return to work after a period of parental leave at least 4 weeks prior to the expiration of the leave.

Subject to clause 5.17.12, 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, the Employee will be entitled to return to the position they held immediately before such transfer.

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.

5.17.14 Replacement Employees

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

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

5.17.15 Communication during parental leave

Where an Employee is on parental leave and a definite decision has been made that will have a significant effect on the status, pay or location of the Employee's pre-parental leave position, ACMI will take reasonable steps to:

- 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
- 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 must take reasonable steps to inform ACMI 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 must notify ACMI of changes of address or other contact details.

5.18 Right to request Flexible Working Arrangement

In accordance with and pursuant to section 65 of the *Fair Work Act 2009*, an Employee who is a parent or has responsibility for the care of a child may request the Manager in writing for a change in working arrangements to assist the Employee to care for the child if the child is:

- Under school age or
- Under 18 and has a disability

5.19 Flexitime

Full time employees (other than employees whose hours of work are covered by a roster) may work the required average of 76 hours flexibly.

The maximum number of hours an employee can carry forward from one cycle to the next cycle is 38 hours. The maximum number of hours an employee can be in debit from one cycle to the next is 7.6 hours.

Part time employees (other than employees whose hours of work are covered by a roster) must work an average of their contracted ordinary hours in any 2 week cycle within the period of 7.30 a.m. to 7.30 p.m. and can accrue as for full time employees on a pro-rata basis.

Flexitime accrued can be taken by agreement with the relevant manager, subject to the leave requirement not unduly affecting the work requirements of the work unit, and will not be unreasonably withheld.

Unless specific approval is given by the manager, or when accessing flexitime, employees are required to be in attendance during the period from 9.30 a.m. to 12 noon and 2.00 p.m. to 4.00 p.m. A lunch break of at least 30 minutes may be taken each day.

SCHEDULE 1 – ACMI Salary Schedule Effective 1 July 2012

	Grade	Value Range		Progression Steps/Salary points	
	1 \$38,415 - \$40,780	1	38,415 - \$40,780	1.1	\$38,415
				1.2	\$39,203
				1.3	\$39,992
				1.4	\$40,780
	2 \$42,096 - \$54,059	2.1	\$42,096 - \$48,077	2.1.1	\$42,096
				2.1.2	\$42,949
				2.1.3	\$43,804
				2.1.4	\$44,660
				2.1.5	\$45,513
				2.1.6	\$46,369
				2.1.7	\$47,222
				2.1.8	\$48,077
		2.2	\$48,930 - \$54,059	2.2.1	\$48,930
				2.2.2	\$49,786
				2.2.3	\$50,640
				2.2.4	\$51,495
				2.2.5	\$52,348
				2.2.6	\$53,205
				2.2.7	\$54,059
	3 \$55,241 - \$67,073	3.1	\$55,241 - \$61,158	3.1.1	\$55,241
				3.1.2	\$56,425
				3.1.3	\$57,608
				3.1.4	\$58,791
				3.1.5	\$59,974
				3.1.6	\$61,158
		3.2	\$62,340 - \$67,073	3.2.1	\$62,340
				3.2.2	\$63,524
				3.2.3	\$64,708
				3.2.4	\$65,890
				3.2.5	\$67,073
	4 \$68,388 - \$77,593	4.1	\$68,388 - \$77,593	4.1.1	\$68,388
				4.1.2	\$69,923
				4.1.3	\$71,456
				4.1.4	\$72,989
				4.1.5	\$74,525
				4.1.6	\$76,059
				4.1.7	\$77,593
Senior Technical Specialist	5 \$78,908 - \$95,472	5.1	\$78,908 - \$87,189	\$2,365	
		5.2	\$87,190 - \$95,472		
	6 \$96,787 - \$129,520	6.1	\$96,787 - \$113,154	\$2,987	
		6.2	\$113,155 - \$129,520		
Senior Technical Specialist	7 \$131,461 - \$178,788	7.1	\$131,461 - \$147,237	\$4,905	
		7.2	\$147,240 - \$163,013		
		7.3	\$163,013 - \$178,788		

SCHEDULE 2 – ACMI Salary Schedule Effective 1 January 2013

	Grade	Value Range		Progression Steps/Salary points	
	1 \$38,895 - \$41,289	1	\$38,895 - \$41,289	1.1	\$38,895
				1.2	\$39,693
				1.3	\$40,492
				1.4	\$41,289
	2 \$42,622 - \$54,734	2.1	\$42,622 - \$48,678	2.1.1	\$42,622
				2.1.2	\$43,486
				2.1.3	\$44,351
				2.1.4	\$45,218
				2.1.5	\$46,082
				2.1.6	\$46,948
				2.1.7	\$47,813
				2.1.8	\$48,678
		2.2	\$49,542 - \$54,734	2.2.1	\$49,542
				2.2.2	\$50,408
				2.2.3	\$51,273
				2.2.4	\$52,139
				2.2.5	\$53,002
				2.2.6	\$53,870
				2.2.7	\$54,734
	3 \$55,931 - \$67,912	3.1	\$55,931 - \$61,923	3.1.1	\$55,931
				3.1.2	\$57,130
				3.1.3	\$58,328
				3.1.4	\$59,525
				3.1.5	\$60,723
				3.1.6	\$61,923
		3.2	\$63,120 - \$67,912	3.2.1	\$63,120
				3.2.2	\$64,318
				3.2.3	\$65,517
				3.2.4	\$66,714
	4 \$69,242 - \$78,563	4.1	\$69,242 - \$78,563	4.1.1	\$69,242
				4.1.2	\$70,797
				4.1.3	\$72,349
				4.1.4	\$73,902
				4.1.5	\$75,456
				4.1.6	\$77,010
				4.1.7	\$78,563
Senior Technical Specialist	5 \$79,894 - \$ 96,666	5.1	\$79,894 - \$88,279	\$2,395	
		5.2	\$88,280 - \$ 96,666		
	6 \$97,996 - \$131,139	6.1	\$97,996 - \$114,568	\$3,024	
		6.2	\$114,569 - \$131,139		
Senior Technical Specialist	7 \$133,104 - \$181,023	7.1	\$133,104 - \$149,077	\$4,967	
		7.2	\$149,080 - \$165,051		
		7.3	\$165,051 - \$181,023		

SCHEDULE 3 – ACMI Salary Schedule Effective 1 July 2013

	Grade	Value Range		Progression Steps/Salary points	
	1 \$39,479- \$41,099	1	\$39,479- \$41,099	1.1	\$39,479
				1.2	\$40,288
				1.3	\$41,099
				1.4	\$41,099
	2 \$43,262 - \$55,555	2.1	\$43,262 - \$49,408	2.1.1	\$43,262
				2.1.2	\$44,138
				2.1.3	\$45,071
				2.1.4	\$45,896
				2.1.5	\$46,773
				2.1.6	\$47,652
				2.1.7	\$48,530
				2.1.8	\$49,408
		2.2	\$50,285 - \$55,555	2.2.1	\$50,285
				2.2.2	\$51,165
				2.2.3	\$52,042
				2.2.4	\$52,921
				2.2.5	\$53,797
				2.2.6	\$54,678
				2.2.7	\$55,555
	3 \$56,770- \$68,930	3.1	\$56,770- \$62,851	3.1.1	\$56,770
				3.1.2	\$57,987
				3.1.3	\$59,203
				3.1.4	\$60,418
				3.1.5	\$61,634
				3.1.6	\$62,851
		3.2	\$64,066- \$68,930	3.2.1	\$64,066
				3.2.2	\$65,282
				3.2.3	\$66,499
				3.2.4	\$67,714
				3.2.5	\$68,930
	4 \$70,281- \$79,742	4.1	\$70,281- \$79,742	4.1.1	\$70,281
				4.1.2	\$71,859
				4.1.3	\$73,435
				4.1.4	\$75,010
				4.1.5	\$76,588
				4.1.6	\$78,165
				4.1.7	\$79,742
Senior Technical Specialist	5 \$81,093 - \$98,116	5.1	\$81,093 - \$89,604	\$2,431	
		5.2	\$89,605 - \$98,116		
	6 \$99,466 - \$133,106	6.1	\$99,466 - \$116,287	\$3,070	
		6.2	\$116,288 - \$133,106		
Senior Technical Specialist	7 \$135,010 - \$183,738	7.1	\$135,010 - \$151,313	\$5,041	
		7.2	\$151,316 - \$167,527		
		7.3	\$167,527 - \$183,738		

SCHEDULE 4 – ACMI Salary Schedule Effective 1 January 2014

	Grade	Value Range		Progression Steps/Salary points	
	1 \$40,170 - \$42,642	1	\$40,170- \$42,642	1.1	\$40,170
				1.2	\$40,993
				1.3	\$41,818
				1.4	\$42,642
	2 \$44,019 - \$56,528	2.1	\$44,019 - \$50,273	2.1.1	\$44,019
				2.1.2	\$44,910
				2.1.3	\$45,804
				2.1.4	\$46,699
				2.1.5	\$47,591
				2.1.6	\$48,486
				2.1.7	\$49,379
				2.1.8	\$50,273
		2.2	\$51,165 - \$56,528	2.2.1	\$51,165
				2.2.2	\$52,060
				2.2.3	\$52,953
				2.2.4	\$53,847
				2.2.5	\$54,739
				2.2.6	\$55,635
				2.2.7	\$56,528
	3 \$57,764 - \$70,137	3.1	\$57,764 - \$63,951	3.1.1	\$57,764
				3.1.2	\$59,002
				3.1.3	\$60,239
				3.1.4	\$61,476
				3.1.5	\$62,713
				3.1.6	\$63,951
		3.2	\$65,187 - \$70,137	3.2.1	\$65,187
				3.2.2	\$66,425
				3.2.3	\$67,663
				3.2.4	\$68,899
	4 \$71,511 - \$81,137	4.1	\$71,511 - \$81,137	4.1.1	\$71,511
				4.1.2	\$73,116
				4.1.3	\$74,720
				4.1.4	\$76,323
				4.1.5	\$77,929
				4.1.6	\$79,533
				4.1.7	\$81,137
Senior Technical Specialist	5 \$82,512 - \$99,833	5.1	\$82,512 - \$91,172	\$2,473	
		5.2	\$91,173 - \$99,833		
	6 \$101,207 - \$135,435	6.1	\$101,207 - \$118,322	\$3,123	
		6.2	\$118,323 - \$135,435		
Senior Technical Specialist	7 \$137,465 - \$186,953	7.1	\$137,465 - \$153,961	\$5,129	
		7.2	\$153,964 - \$170,458		
		7.3	\$170,458 - \$186,953		

SCHEDULE 5 – ACMI Salary Schedule Effective 1 July 2014

	Grade	Value Range		Progression Steps/Salary points	
	1 \$40,772 - \$43,282	1	\$40,772 - \$43,282	1.1	\$40,772
				1.2	\$41,608
				1.3	\$42,446
				1.4	\$43,282
	2 \$44,679 - \$57,375	2.1	\$44,679 - \$51,027	2.1.1	\$44,679
				2.1.2	\$45,584
				2.1.3	\$46,491
				2.1.4	\$47,400
				2.1.5	\$48,305
				2.1.6	\$49,214
				2.1.7	\$50,120
				2.1.8	\$51,027
		2.2	\$51,932 - \$57,375	2.2.1	\$51,932
				2.2.2	\$52,841
				2.2.3	\$53,747
				2.2.4	\$54,654
				2.2.5	\$55,560
				2.2.6	\$56,469
				2.2.7	\$57,375
	3 \$58,630 - \$71,189	3.1	\$58,630 - \$64,911	3.1.1	\$58,630
				3.1.2	\$59,887
				3.1.3	\$61,143
				3.1.4	\$62,398
				3.1.5	\$63,654
				3.1.6	\$64,911
		3.2	\$66,165 - \$71,189	3.2.1	\$66,165
				3.2.2	\$67,421
				3.2.3	\$68,678
				3.2.4	\$69,933
				3.2.5	\$71,189
	4 \$72,584 - \$82,354	4.1	\$72,584 - \$82,354	4.1.1	\$72,584
				4.1.2	\$74,213
				4.1.3	\$75,841
				4.1.4	\$77,468
				4.1.5	\$79,097
				4.1.6	\$80,726
				4.1.7	\$82,354
Senior Technical Specialist	5 \$83,749 - \$101,330	5.1	\$83,749 - \$92,539	\$2,511	
		5.2	\$92,540 - \$101,330		
	6 \$102,725 - \$137,467	6.1	\$102,725 - \$120,097	\$3,170	
		6.2	\$120,098 - \$137,467		
Senior Technical Specialist	7 \$137,465 - \$186,953	7.1	\$139,527 - \$156,271	\$5,206	
		7.2	\$156,274 - \$173,015		
		7.3	\$173,015 - \$189,758		

SCHEDULE 6 – ACMI Salary Schedule Effective 1 January 2015

	Grade	Value Range		Progression Steps/Salary points	
	1 \$41,485 - \$44,039	1	\$41,485 - \$44,039	1.1	\$41,486
				1.2	\$42,337
				1.3	\$43,188
				1.4	\$44,039
	2 \$45,461 - \$58,380	2.1	\$45,461 - \$51,920	2.1.1	\$45,461
				2.1.2	\$46,382
				2.1.3	\$47,305
				2.1.4	\$48,229
				2.1.5	\$49,150
				2.1.6	\$50,075
				2.1.7	\$50,997
				2.1.8	\$51,920
		2.2	\$52,841 - \$58,380	2.2.1	\$52,841
				2.2.2	\$53,766
				2.2.3	\$54,688
				2.2.4	\$55,611
				2.2.5	\$56,532
				2.2.6	\$57,457
				2.2.7	\$58,380
	3 \$59,656 - \$72,434	3.1	\$59,656 - \$66,046	3.1.1	\$59,656
				3.1.2	\$60,935
				3.1.3	\$62,213
				3.1.4	\$63,490
				3.1.5	\$64,768
				3.1.6	\$66,046
		3.2	\$67,323 - \$72,434	3.2.1	\$67,323
				3.2.2	\$68,601
				3.2.3	\$69,880
				3.2.4	\$71,157
	4 \$73,854 - \$83,796	4.1	\$73,854 - \$83,796	4.1.1	\$73,854
				4.1.2	\$75,512
				4.1.3	\$77,168
				4.1.4	\$78,824
				4.1.5	\$80,482
				4.1.6	\$82,139
				4.1.7	\$83,796
Senior Technical Specialist	5 \$85,215 - \$103,103	5.1	\$85,215 - \$94,159	\$2,555	
		5.2	\$94,160 - \$103,103		
	6 \$104,523 - \$139,873	6.1	\$104,523 - \$122,198	\$3,226	
		6.2	\$122,199 - \$139,873		
Senior Technical Specialist	7 \$141,969 - \$193,078	7.1	\$141,969 - \$159,005	\$5,298	
		7.2	\$159,009 - \$176,043		
		7.3	\$176,043 - \$193,078		

SCHEDULE 7 – ACMI Salary Schedule Effective 1 July 2015

	Grade	Value Range		Progression Steps/Salary points	
	1 \$42,108 - \$44,700	1	\$42,108 - \$44,700	1.1	\$42,108
				1.2	\$42,972
				1.3	\$43,836
				1.4	\$44,700
	2 \$46,143 - \$59,255	2.1	\$46,143 - \$52,699	2.1.1	\$46,143
				2.1.2	\$47,078
				2.1.3	\$48,015
				2.1.4	\$48,953
				2.1.5	\$49,888
				2.1.6	\$50,826
				2.1.7	\$51,762
				2.1.8	\$52,699
		2.2	\$53,634 - \$59,255	2.2.1	\$53,634
				2.2.2	\$54,572
				2.2.3	\$55,508
				2.2.4	\$56,445
				2.2.5	\$57,380
				2.2.6	\$58,319
				2.2.7	\$59,255
	3 \$60,551 - \$73,521	3.1	\$60,551 - \$67,037	3.1.1	\$60,551
				3.1.2	\$61,849
				3.1.3	\$63,146
				3.1.4	\$64,442
				3.1.5	\$65,739
				3.1.6	\$67,037
		3.2	\$68,333 - \$73,521	3.2.1	\$68,333
				3.2.2	\$69,630
				3.2.3	\$70,928
				3.2.4	\$72,224
				3.2.5	\$73,521
	4 \$74,962 - \$85,052	4.1	\$74,962 - \$85,052	4.1.1	\$74,962
				4.1.2	\$76,645
				4.1.3	\$78,325
				4.1.4	\$80,006
				4.1.5	\$81,689
				4.1.6	\$83,371
				4.1.7	\$85,052
Senior Technical Specialist	5 \$86,493 - \$104,650	5.1	\$86,493 - \$95,571	\$2,593	
		5.2	\$95,572 - \$104,650		
	6 \$106,091 - \$141,971	6.1	\$106,091 - \$124,031	\$3,274	
		6.2	\$124,032 - \$141,971		
Senior Technical Specialist	7 \$1144,098 - \$195,975	7.1	\$144,098 - \$161,390	\$5,377	
		7.2	\$161,394 - \$178,684		
		7.3	\$178,684 - \$195,975		

SCHEDULE 8 – Grade Standard Descriptors

The Career Structure Review provides for 6 levels and a Senior Technical Specialist. The classification of each grade is based on the level of the work undertaken and encompasses the elements of decision-making, communication and knowledge and proficiency. The Grade and Value Range descriptors group generic functions under the categories of Policy and Projects, Administrative and Corporate Support, Operational Service Delivery and Technical/Specialist roles.

Grade level descriptors, set out below, provide an indicative summary of the entry point of each Grade as a guide.

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. 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.

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 maintains 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:

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

Typical Functions:

- Collect data, undertakes basic analysis and prepares 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:

- Exercises professional judgement about the application of rules, or the selection of choices within guidelines
- Initiates improvements to procedures within the work area
- Analysis and advice contributes to decision making by others
- Explains concepts and policies to clients, stakeholders and staff
- Uses persuasion, advocacy, negotiation and motivation skills with clients, providers, staff, peers and managers
- Uses 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
- Maintains corporate databases and completes analysis
- Investigate and assess actions by individuals or organisations against legislation, rules, regulations, service agreements
- Assess client needs and delivers 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
- Applies negotiation persuasion and motivation skills to manage staff and stakeholders
- Applies sound theoretical and practical expertise in development of policy options
- Interprets and applies business plans and policies to own area of responsibility
- Resolves 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 makes 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 staff, 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 leads 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

- Uses knowledge of structures, processes and culture of government, the sector and the Department to develop policies and new program or project initiatives
- High level expertise in the field or discipline
- Identifies and responds to new and emerging strategic issues impacting on the operating environment
- Subject matter expert that conceptualises, initiates, implements, promotes and evaluates complex and innovative technical programs
- Participates in strategic planning and contributes 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, staff responsibilities or strategic importance
- Manage a large scale organisational service or regional delivery function
- Develop briefs on highly complex issues that provide options for decision at the highest level within an organisation
- Initiate and manages negotiations with peers (internal and external to work unit) to gain commitment to projects, and delivery of activities to meet timelines

Senior Technical Specialist

Work Environment

The Senior Technical Specialist category covers only those jobs that require the highest level of specialist professional expertise within the VPS.

Senior Technical Specialists can be distinguished from other classifications or categories as follows:

Executive Officers

In contrast to Executive Officers, Senior Technical Specialists are not expected to take a broad, ongoing leadership role in the agency; they work within a particular field of expertise. Senior Technical Specialists achieve their goals through utilising specific

academic knowledge, extensive industry and subject matter expertise. They inspire and stimulate others through exercising these professional skills.

While many executive roles require qualifications and experience in a particular field or discipline, in contrast with Senior Technical Specialists, executives do not utilise these attributes as a vocation; rather, their experience informs their management of others in achieving organisational goals.

Other Staff

There may be other staff within an agency, who work in the same field or discipline, as the Senior Technical Specialist but the Senior Technical Specialist tends to be unique in nature. They are the primary agency or VPS expert or 'head of discipline' within their area of expertise.

Senior Technical Specialists undertake projects and endeavours of significantly greater complexity than other non-executives. STS projects are major Government initiatives and carry a far greater risk to Government than a non-executive would typically be expected to manage. The nature of the required expertise means that the recruitment market is very limited.

Typical functions

While some VPS jobs will have one or more of the Specialist Professional category qualities, jobs only meet the Specialist Technical Specialist standard if they are consistent with the following:

- The role is commonly recognised as a profession;
- The primary focus of the role is practising the profession at the expert level;
- 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 level of expertise and specialisation is rare within the agency and, as a general rule, the field.

SCHEDULE 9 – Classification and Value Range Standard Descriptors

	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 Undertakes specific and defined tasks within established rules under close supervision, defined as: <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 Influences own daily work priorities and schedules under direction of supervisor Accountable for accuracy and timeliness of outputs		Applies rules, processes and standards under general supervision Plans and prioritises own work program to achieve defined targets Changes own work program, which may impact on the operations of the work area	Selects from a range of accepted options established by rules, processes, and standards Makes decisions that may have significant impact on clients	Team leadership may be exercised where appropriate to the role Exercises professional judgement about the application of rules, or the selection of choices within guidelines Resolves local operational service delivery problems within guidelines Reviews decisions, assessments and recommendations from less experienced team members Determines the work organisation of the work area Analysis and advice contributes to decision making by others Manages budget and resources for the work area	Sets local precedents regarding the application of guidelines Provides guidance for others in the work area and/or related areas	Develops guidelines within the work area Resolves operational service delivery problems consistent with program objectives Interprets and applies business plans and policies to own area of responsibility Advice and analysis contributes to policy formulation
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

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>Draft 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 staff</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>Draft public communication documents</p> <p>Communicates issues and advocates a preferred case or option to stakeholders</p> <p>Communicate 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, staff, peers and managers</p>	<p>3.2B</p> <p>Plan, lead and facilitate 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, staff 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 staff and stakeholders</p>
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	Grade 1	Grade 2		Grade 3		Grade 4
		VR 1	VR 2	VR 1	VR1	
Knowledge and Proficiency	<p>1.1C 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>Acquire and apply proficiency in standard office equipment and computer applications</p>	<p>2.1C 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 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 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 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 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
		VR1	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 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
		VR1	VR 2	VR 1	VR 2	
Administrative and Corporate Support	<p>1.1E</p> <p>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</p>	<p>2.1E</p> <p>Provides office support through activities such as using and maintaining standard office equipment and software</p> <p>Drafts routine correspondence and minutes</p> <p>Organises routine meetings and small functions</p> <p>Undertakes standard processing work such as data entry, purchasing, payments and reports using office databases</p> <p>Performs telephone and counter duties consistent with 2.1B</p>	<p>2.2E</p> <p>Responsible for office support services and systems for a work unit</p> <p>Documents meeting outcomes in more complex situations</p> <p>Provides support to contract administration</p> <p>Demonstrates problem solving in processing work</p> <p>Create and maintains local databases or reporting systems utilising standard software</p> <p>Analyse standard reports and data to identify exceptions</p>	<p>3.1E</p> <p>May lead a corporate support team</p> <p>Manages team performance through activities such as monitoring and reporting</p> <p>Maintains corporate databases and completes analysis</p> <p>Monitors and administers straight forward, local contracts and service agreements within a well defined service delivery framework</p>	<p>3.2E</p> <p>Prepares and analyses reports from corporate databases to support decision making in the broader work area</p> <p>Develops local databases or reporting systems</p> <p>Negotiate straight forward, local contracts and service agreements</p>	<p>4.1E</p> <p>Leads a larger or complex corporate support work unit</p> <p>Provides specialist administrative and corporate support expertise</p> <p>Negotiates and manages straight forward, corporate contracts and service agreements</p> <p>Drafts reports and recommendations by interpreting and analysing data</p>

	Grade 1	Grade 2		Grade 3		Grade 4
	VR 1	VR 1	VR 2	VR 1		
Operational Service Delivery	<p>1.1F</p> <p>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</p> <p>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</p> <p>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</p> <p>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</p> <p>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</p> <p>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>
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</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</p>	<p>3.2G</p> <p>Plan 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>

	such as setting up a laboratory, cleaning equipment, and supporting field work			specification Leads a small scientific, technical or specialist team		Undertakes technical data analysis and modelling and prepares reports
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	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 staff, 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>
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</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>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 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>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</p>

	advanced professional level	<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>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 (ie 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 negotiate 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>achieve agreement to project/program</p> <p>May be required to negotiate on the spot, often on the basis of limited information</p>
Policy and Projects	<p>5.1C</p> <p>Formulates policy options and advice</p> <p>Develops project briefs consistent with business plan direction</p> <p>Manages and leads projects</p> <p>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</p>	<p>5.2C</p> <p>Advocates policy options</p> <p>Manages and leads complex projects</p>	<p>6.1C</p> <p>Responsible for operational policy or service development impacting on a major functional area</p> <p>Responsible for implementation of endorsed strategic policy within the functional area</p> <p>Routinely advises senior stakeholders on policy issues and solutions within a functional area</p>	<p>6.2C</p> <p>Responsible for operational policy or service development that has significant impact across functional areas</p> <p>Responsible for implementation of endorsed strategic policy across functional areas</p> <p>Area of expertise and responsibility is complicated by the scale and difficulty of the issues</p> <p>Manages major projects for the organisation</p> <p>Provides policy advice to government, senior levels of the organisation and key external stakeholders</p>
Administrative and Corporate Support	<p>5.1D</p> <p>Manages a discrete function with limited budget or staff responsibilities</p>	<p>5.2D</p> <p>Manages a discrete function with increased budget, staff responsibilities,</p>	<p>6.1D</p> <p>Manages an area with significant budget, staff responsibilities or strategic importance</p>	<p>6.2D</p> <p>Provides leadership and guidance based on advanced expertise</p>


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

	Senior Technical Specialist		
	VR 1	VR 2	VR 3
Senior Technical/Specialist	<p>7.1A</p> <p>Leads highly specialised professional research, 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 staff 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 Statewide 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 staff 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>
Decision Making			
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>		

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 staff 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>		

**AUSTRALIAN CENTRE FOR THE MOVING IMAGE
ENTERPRISE AGREEMENT 2012 - 2015**

**AUSTRALIAN CENTRE FOR THE MOVING IMAGE
PO BOX 14, FLINDERS LANE, VIC 8009**



Signature:
Tony Sweeney, Director & CEO

Date: 4/2/13

**MEDIA, ENTERTAINMENT & ARTS ALLIANCE
LEVEL 3, 365 QUEEN STREET, MELBOURNE, VIC 3000**



Signature:
Louise Connor, Branch Secretary

Date: 31/1/13

**COMMUNITY AND PUBLIC SECTOR UNION,
STATE PUBLIC SERVICES FEDERATION VICTORIAN BRANCH
ROSELLA COMPLEX, 6 PALMER PARADE, RICHMOND EAST, VIC, 3121**



Signature:
Karen Batt, Victorian Branch Secretary

Date: 31/1/13



5 March 2013

Mr Stephen Crilly
Associate to Justice Boulton, Senior Deputy President
Fair Work Commission

email: sydney@fwc.gov.au

AG2103/4872 Application for approval of the *Australian Centre for the Moving Image Enterprise Agreement 2012-2015*

I refer to your letter concerning the above application and the concern expressed in relation to the dispute resolution procedure.

I assure you that there was no intention to exclude any aspect of the National Employment Standards from the scope of the clause. Consequently, pursuant to section 190 of the Fair Work Act, I would ask you to approve the Agreement on the basis of the undertaking set out below.

UNDERTAKING BY THE EMPLOYER

ACMI undertakes that any dispute under the National Employment Standards concerning notice of termination or payment in lieu (s.117) and redundancy pay (ss119-122) can be dealt with through the dispute resolution procedure in clause 3.11 of the Agreement.

Yours faithfully

JANET RILEY
HEAD OF HUMAN RESOURCES