

MEGT Staff Enterprise Agreement  
2015 - 2018

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## **This Agreement**

### **1. Introduction**

This Agreement is made between the Employer, MEGT (Australia) Ltd and ABILITY Education Pty Ltd (to be referred to as the Employer). This term to be used to cover all of the employing entities or each specific employing entity as applicable) and all employees of the Employer employed in Australia and shall be known as the MEGT Staff Enterprise Agreement –2015 - 2018.

### **2. Coverage**

This Agreement covers the following parties:

The Employer; and  
The Employees of the Employer.

‘Employee’ means a person employed by the Employer on a full time, part time, fixed term, temporary, sessional or casual basis or as a trainee working with the Employer but does not include staff, apprentices or trainees placed with host employers, temporary staff placed with the Employer through an employment agency, the Chief Executive Officer, or the Directors of the Employer.

### **3. Content**

This Agreement sets out all the conditions of employment applicable to the Employer's employees.

### **4. Nominal Expiry Date**

The nominal expiry date will be 30 June 2018.

### **5. NES**

This Agreement is subject to the National Employment Standards (NES). Should any term of this Agreement be less favourable to the Employees than the NES, the NES will prevail over the term of this Agreement to the extent that the term of this Agreement is less favourable.

A copy of the NES is electronically available to all staff on the Employer intranet. Where staff do not have access to the intranet, a hard copy of the NES will be available.

### **6. Other Awards**

Notwithstanding the terms of the Agreement, an employee will be paid no less than the applicable classification in the relevant award, being either the Labour Market Assistance Industry Award 2010 or the Educational Services (Post Secondary Education) Award 2010.

This Agreement replaces all other awards, agreements, understandings and arrangements made by the parties before this Agreement was entered into.

**7. Further Claims**

On signing this Agreement it is agreed that, there shall be no further claims, or industrial action taken on matters within this agreement during the term of the Agreement.

**8. Access**

An electronic copy of this Agreement will be available to all staff on the Employer intranet. Where staff do not have access to the intranet, a hard copy of the Agreement and NES will be available. All new employees shall be informed that they have the right to be provided with a copy of this Agreement by the Employer on request.

**9. Flexibility Provision**

The Employer and an employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

(a) the agreement deals with 1 or more of the following matters:

- arrangements about when work is performed;
- overtime rates;
- penalty rates;
- allowances;
- leave loading; and

(b) the arrangement meets the genuine needs of the Employer and the employee in relation to 1 or more of the matters mentioned in paragraph (a); and

(c) the arrangement is genuinely agreed to by the Employer and the employee.

**10. FWA Requirements**

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

- are about permitted matters under section 172 of the Fair Work Act 2009; and
- are not unlawful terms under section 194 of the Fair Work Act 2009; and

- result in the employee being better off overall than the employee would be if no arrangement was made.

The Employer must ensure that the individual flexibility arrangement:

- is in writing; and
- includes the name of the Employer and the employee; and
- is signed by the Employer 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; and
  - how the arrangement will vary the effect of the terms; and
  - how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- states the day on which the arrangement commences.

### **11. Copy to be Given**

The Employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

### **12. Termination**

The Employer 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 the Employer and the employee agree in writing — at any time.

## Employment with the Employer

### 13. Appointment

All new employees shall be provided with appointment documentation that specifies:

- the name of the employing entity;
- an outline of the main duties of the position;
- the employee's regular hours of work and the employee's normal span of hours for ordinary duty;
- the employee's job title, classification and rate of pay;
- the location at which they are employed to work;
- that a probationary period will apply (with the exception of casual and sessional employees) and the final working date of the probationary period;
- whether the employee is employed on a full time, part time, fixed term, sessional or casual basis; and
- for a sessional employee or fixed term employee, the expected duration of appointment.

## Forms of Employment

### 14. Categories

Employees under this agreement will be employed in one of the following categories:

- full-time employees in on-going employment; or
- full-time employees on a fixed term contract; or
- part-time employees in on-going employment; or
- part-time employees on a fixed term contract; or
- temporary appointment employees; or
- sessional employees; or
- casual employees; or
- trainees employed at the Employer.

### 15. Full Time

Full time employees work an average 38 hours per week in any 28 day period.

**16. Part-Time**

A part-time employee is an employee who:

- works less than 38 hours per week; and
- has reasonably predictable hours of work; and
- receives, on a pro rata basis, equivalent pay and conditions to those of full-time employees who do the same kind of work.

**17. Regular Hours**

At the time of engagement the Employer and the part-time employee will agree in writing on a regular pattern of work, specifying at least the hours worked each day (which cannot be less than two consecutive hours) and which days of the week the employee will work. Any agreed variation to the regular pattern of work will be recorded in writing.

**18. Casuals**

A short term casual employee is employed on a temporary, intermittent or irregular basis and is paid by the hour.

A long term casual employee has been employed by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months.

A sessional employee is not a casual employee.

**19. Casual Loading**

A casual employee, except for a casual employee employed as a Teacher, shall be paid the appropriate hourly rate for the work they are carrying out plus a 25% casual loading. A casual employee employed as a Teacher will be paid in accordance with Clause 190. A casual employee is not entitled to any form of paid leave with the exception of Long Service Leave for eligible casual staff in accordance with Clause 116.

**20. Minimum Payment**

On each occasion a casual employee, with the exception of a casual employee employed as a Teacher, is required to attend work he or she is entitled to a minimum payment for three hours work. The minimum payment for a casual employee employed as a Teacher is set out in Clause 190.

- 21. Sessional Trainers** A sessional trainer shall mean a person employed specifically to provide training sessions to the Employer clients on a sessional basis. A sessional trainer shall be engaged for a minimum of two consecutive hours in any one day. A sessional trainer shall be paid in accordance with the rates of pay in Clause 30. These rates will be reviewed in line with other staff salaries by 1 July each year. Sessional trainers are not entitled to the 25% casual loading payable to casual employees.
- 22. Probation** An employee may be engaged for a probationary period of up to three months. The probationary period shall be specified in the appointment documentation. The probationary period may be extended for a further period of up to three months.
- 23. Casuals & Sessionals** A probationary period of employment shall not apply to sessional or casual employees or those employees who are appointed to a temporary position.
- 24. Extension** Where an employee has been absent for a period of 5 working days or more during the employee's probationary period, the Employer may extend the probationary period by an equivalent period of time. In such instances the Employer will advise the employee of the extension to the probationary period no less than 2 weeks prior to the end of the initial probationary period.
- 25. Review** In all cases a review of the probationary period will be carried out no later than 2 weeks prior to the completion of the probationary period. The review should assess the performance of the employee during the probationary period.
- 26. Termination** The termination of employment provisions in this agreement (Clauses –142 - 150) shall not apply to staff in the first six months of their employment. Such staff will be given one weeks' notice if their employment is terminated.

## **Salary & Classification Structure**

- 27. Classifications** Employees, with the exception of Teachers, Sessional Trainers and Trainees, will be employed in one of the classification groups set out in Appendix A. Sessional employees will be in one of the classification levels set out in Appendix B. Teachers will be employed in one of the classification levels set out in Clause 188.

**28. Assessment**

Any employee who believes their position is not correctly classified can raise their concerns with their Manager. An assessment of the appropriate classification will be made by comparing an agreed and accurate job description against the classification descriptors as set out in Appendix A. The Chief Executive Officer will make the final decision on the appropriate classification of the position.

**29. Salaries**

The minimum salaries for the duration of this agreement for all staff with the exception of Teachers and Sessional Trainers will be as follows:

**Group 1 - \$39,457 per annum**

**Group 2 - \$44,028 per annum**

**Group 2a - \$45,337 per annum**

**Group 3 - \$50,381 per annum**

**Group 4 - \$54,154 per annum**

**Group 5 - \$65,636 per annum**

**Executive - \$71,335 per annum**

**30. Sessional Trainers**

Sessional trainers are paid according to their qualifications and industry experience.

**Level 1 - \$43.53 an hour**

**Level 2 - \$49.08 an hour**

**Level 3 - \$55.58 an hour**

**Level 4 - \$62.05 an hour**

**31. CEO Discretion**

The Chief Executive Officer has the discretion to authorise the payment of higher salaries to employees where he or she deems it appropriate.

- 32. Trainees** Trainees employed by the Employer to work at the Employer will be paid according to the rates set in the National Training Wage Schedule of the relevant award.
- 33. Pay Periods** Salaries, with the exception of staff employed at Ability, will be paid weekly in arrears by electronic funds transfer directly into the bank account nominated by each employee within one working day of the end of the working week.
- Salaries for staff employed at Ability will be paid fortnightly in arrears by electronic funds transfer directly into the bank account nominated by each employee within one working day of the end of the working fortnight.
- 34. Future Change** The Employer reserves the right to change the payment of salaries to a fortnightly basis. Should it decide to do so the Employer will consult with the staff prior to any change and will give staff three months notice of any such change.
- 35. Annual Review** All other salaries will be reviewed on an annual basis as part of the performance review process.
- 36. Consultation** In establishing performance expectations there will be a consultation process between each staff member and their manager.
- 37. Participation** Both the staff member and the manager are expected to actively participate in the process.
- 38. Date of Increase** All salary increases will be paid from the first pay period on or after 1 July each year. Further salary adjustments may be made in relation to individual staff at the discretion of the CEO.
- 39. Right to Review** Staff who believe they are not receiving an appropriate salary have the right to raise their concerns no later than 14 days from the date of notification of the salary increase with their line or Divisional Manager who has the authority to recommend to the Chief Executive Officer that an employee's salary should be increased. Management must respond to the employee's request for review within 14 days of notification.

**40. No Automatic Increase**      There is no automatic right of salary increase for any reason including years of service

**41. Salary Sacrifice**                      The Employer allows salary sacrificing for superannuation. Employees who wish to take up this option are advised to seek independent financial advice prior to finalising any such arrangements. The Employer will not give any such advice and will not take any responsibility for the financial decisions that employees take. Salary sacrificing for superannuation requires the agreement of both the employee and the Employer.

**42. Salary Packaging**                      The provisions of this clause will operate for the life of this Agreement provided that MEGT retains its current rebatable exemption.

MEGT shall provide all Employees with access to salary sacrifice benefits up to the maximum allowed by the Australian Taxation Office for each Fringe Benefits Tax (FBT) year, which does not incur FBT. All salary sacrifice packaging must be done under an arrangement made prior to the actual salary sacrifice taking place and will be processed by an external organisation as nominated by MEGT at the Employee's expense. The administrative fee charged by the external organisation to maintain this arrangement can also be salary sacrificed in addition to the prescribed maximum.

An Employee may voluntarily elect to salary sacrifice in accordance with this clause by providing MEGT with a written election to do so and complying with the requirements of the Act.

All other entitlements (e.g. superannuation, leave loading, shift and overtime penalties and redundancy payments) will be calculated on the normal salary prior to salary sacrifice packaging.

Entry into salary sacrifice arrangements must only occur with the genuine agreement of the Employee. Any Employee may opt to access salary sacrifice arrangements or continue to be paid in accordance with this Agreement.

Employees will also be required to sign a document which outlines the agreed salary sacrifice package conditions and indicates that the Employee has been advised to seek financial advice. The Employee must also indicate that they understand that in the event that MEGT loses its Fringe Benefits Tax (FBT) rebatable classification, which shall be notified to Employees as soon as it is known by MEGT, the salary sacrifice packaging arrangement is null and void from the date that the rebatable classification for FBT is lost.

## **Superannuation**

### **43. Minimum Level**

The Employer will pay no less than the minimum legislative level of superannuation contributions (currently 9.5%) into the fund of each staff member's choice. Superannuation contributions will be paid no later than quarterly in arrears by electronic funds transfer only directly into the superannuation account nominated by each employee.

### **44. Default Fund**

Where an employee does not elect which fund he or she wishes to contribute, the Employer will contribute to the default fund (currently Australian Super) on his or her behalf.

## **Accident Make-Up Pay**

### **45. Period of Pay**

An employee who is absent from duty as a result of a work-related injury and is in receipt of weekly payments under the provisions of the appropriate Workers' Compensation Act or Ordinance as amended from time to time is entitled to accident make-up pay until such incapacity ceases or until the expiration of a period of 39 weeks from the date of injury. For the purpose of this clause, accident make-up pay means payment by the Employer to make up the difference between payments received for loss of earnings under the appropriate Workers' Compensation legislation or Ordinance and the employee's ordinary pay.

### **46. Lump Sum**

In the event that the employee receives a lump sum in redemption of weekly payments under the appropriate Act or Ordinance, the Employer's liability to pay accident make-up payment shall cease from the date of such redemption.

## Allowances

**47. First Aid Allowance** An employee who is required by the Employer to perform first aid duty at their workplace and who holds a current first aid certificate qualification will be paid a weekly allowance of \$12.63.

**48. On-Call Allowance** Some IT staff may be required to work outside normal working hours, including Saturdays, Sundays and public holidays, to assist in the resolution of major IT problems that arise or in the planned implementation of hardware/software upgrades. Staff who are rostered to be on-call will receive an on-call allowance of \$45.00 per day.

Some staff may be required to work outside normal working hours, including Saturdays, Sundays and public holidays, to assist on the National Australian Apprenticeship Information Hotline. Staff who are rostered to be on-call on the NAAI Hotline will receive an on-call allowance of \$45.00 per day.

## Hours of Work

**49. Ordinary Hours** The ordinary hours of duty for a full time employee shall average 38 hours over a week. The standard working hours will be between 7.00 a.m. – 8.00 p.m. Monday to Friday. Any variation to these working hours must be agreed between the employee, the employee's manager and the Divisional Manager.

**50. Meal Breaks** All employees are required to take a 45-minute break in any working day of five hours or longer. Time taken as meal breaks shall not be paid for and shall not be counted as time worked. Employees are entitled to take a tea break of up to 10 minutes, in the morning and in the afternoon, at a time determined by their manager without deduction from their hours of work.

## Overtime

**51.** This clause applies to staff who occupy positions classified at Groups 1 - 4 inclusive.

**52.** A full time employee will be entitled to overtime where the employee works more than 152 hours in any 28 day period or where the employee works outside of the spread of ordinary hours provided for in Clause 49.

**53.** After five hours work staff need to take a thirty minute unpaid meal break.

## **Overtime Rates**

**54. Monday to Friday Hours** Overtime requires the approval of the CEO and must be for at least two hours on any one day. It will be paid at time and a half for the first two hours of overtime worked and double time thereafter for overtime worked Monday – Friday.

**55. Saturday Hours** Where it is agreed between the employee, the employee's manager and the Divisional Manager that overtime is required on a Saturday overtime may be paid.

An employee classified at Group 1 or Group 2 who is required to work overtime on a Saturday will be paid at time and a half for the first two hours of overtime worked and double time thereafter.

An employee classified at Group 3 or above may work between 7.00 am and 12.30 p.m. on Saturday as part of their ordinary hours of work with a commensurate reduction in the working hours required from Monday to Friday.

An employee classified at Group 3 or above who is required to work between 7.00 a.m. - 12.30 p.m. on Saturday to supervise other staff will be paid at time and a half for the first two hours of overtime worked and double time thereafter.

An employee classified at Group 3 or above who is required to work after 12.30 p.m. on Saturday will be paid at time and a half for the first two hours of overtime worked and double time thereafter.

**56. Sunday Hours** Where it is agreed between the employee, the employee's Manager and the Divisional Manager an employee required to work on a Sunday will be paid at double time.

**57. Public Holiday Hours**

Where it is agreed between the employee, the employee's manager and the Divisional Manager an employee required to work on a public holiday during the ordinary hours of work will be paid at time and a half (in addition to payment for the public holiday). Time worked on a public holiday outside the ordinary hours of work will be paid at double time and a half (in addition to payment for the public holiday).

**58. Time off in Lieu**

A staff member may elect to take time off in lieu of overtime which will be calculated at the same rate as if the staff member were paid the overtime. The accrued time shall be taken within four weeks of accruing that time and at a time agreed between the staff member and their supervisor.

## **Flexible Working Patterns**

**59. Right to Request**

An employee with at least 12 months service can request flexible working arrangements to assist them with their circumstances if they:

- (a) are the parent, or have responsibility for the care, of a child who is school aged or younger
- (b) are a carer (under the Carer Recognition Act 2010)
- (c) have a disability
- (d) are 55 or older
- (e) are experiencing family or domestic violence; or

provide care or support to a member of their household or immediate family who requires care and support because of family or domestic violence.

**60. Casuals & Sessionals**

Casual and sessional employees do not have a right to request a change in working arrangements unless they have been engaged by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months immediately before making the request and have a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.

**61. Form of Request**

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

**62. Response** The Employer must respond in writing within 21 days of the request stating whether the request has been approved or refused. If refused the Employer must include the reasons for the refusal in the written response to the employee. The Employer may refuse the request only on reasonable business grounds.

**63. Agreement** Where the Employer and an employee agree on a change in working hours, such agreement shall be put in writing and a copy of the agreement shall be retained on the employee's personal file and the arrangement will be assessed at least annually or more frequently depending upon the circumstances. The written agreement shall include procedures for monitoring and review of the agreement from time to time. Either the Employer or the employee may initiate discussions to review working hours arrangements.

## **Leave**

**64. Annual Leave** A full time employee shall be entitled to annual leave on full pay at the rate of 20 working days (152 hours) for each completed year of service from the date of appointment. Part-time employees will receive the pro-rata equivalent. Casual and sessional employees are not entitled to paid annual leave.

**65. Leave Loading** All employees with the exception of casual and sessional employees will receive 17.5% annual leave loading.

**66. Public Holiday** Where a Public Holiday occurs, in the office where the staff member works, during the period a staff member is absent on annual leave no deduction shall be made for that day from the annual leave credits of the staff member.

**67. Illness on Leave** If an employee is ill or injured whilst absent on annual leave, the employee, shall, provided that the employee submits a medical certificate for the period of illness or injury, be placed on personal leave for the duration of the illness or injury and no deduction shall be made from annual leave credits for the days in question. In such instances, statutory declarations are not an acceptable alternative to medical certificates.

**68. Applying for Leave**

The time of taking annual leave shall be by mutual agreement between the employee and the Employer. An employee is required to apply for annual leave at least two weeks in advance unless the employee's manager specifically waives this requirement. The manager will usually advise the employee as to whether their application for leave has been accepted or not within 5 working days of the application.

**69. Excessive Leave**

Where an employee has annual leave credits of 8 weeks or more and they have not put forward a proposal to the Employer as to when they will take the annual leave, they may be directed via consultation to take up to 2 weeks leave at a time chosen by the Employer. Where an employee has been instructed to take leave, the Employer will not be liable to compensate an employee who suffers a loss of annual leave accruals as a result of the operation of this clause.

**70. Cashing Out**

An employee may, with the agreement of the Employer, request to cash out up to 2 weeks of their annual leave during each financial year but only if this leaves the employee with 2 weeks or more of accrued annual leave. Annual leave cannot be cashed out in advance of it being credited. Requests for cashing out will be allowed at designated times only as determined by the Employer. An employee who wishes to cash out annual leave must, on each occasion, complete the "Election To Cash Out Annual or Personal Leave Form" set out in Appendix C. Cashed out annual leave will include payment for annual leave loading for the period of cashed out leave.

An employee who elects to purchase an additional weeks' leave under Clause 73 cannot cash out leave under this Clause.

**71. Leave Paid Out**

Where a staff member resigns or retires or is dismissed or otherwise terminated from employment the employee shall receive payment in lieu of annual leave accrued but not taken.

In all instances payment in lieu shall be for all annual leave accrued for each completed year of service plus a pro-rata amount for the current year of service calculated on a daily basis. Annual leave loading shall be paid on all accrued annual leave entitlements.

#### **72. Shutdown**

The Employer reserves the right to direct all staff to take annual leave to facilitate the Christmas shutdown or any other period of shutdown determined by the Employer. The Employer will advise staff of such a direction at least three months in advance of the requirement to take leave. Where an employee does not have sufficient annual leave credit to take paid annual leave the Employer may direct the employee to take unpaid leave.

#### **73. Purchase Leave**

Where an employee wishes to take up the option of having five weeks annual leave she or he should first discuss and gain the approval of his or her manager. The additional week of annual leave will accrue over the 12 month period with the weekly deduction incorporating the value of one week of salary plus the applicable leave loading. If the staff member wishes to continue to take 5 weeks annual leave each year a request will need to be made each year.

### **Christmas Closedown**

#### **74. Three Days Leave**

In recognition of the contribution and out of hours work staff make to the Employer, all staff, with the exception of casual and sessional employees, are entitled to three days Christmas closedown leave to facilitate the annual close down of the Employer offices between Christmas and New Year. Part time employees are only entitled to those additional days that fall on the days of the week that they usually work. Christmas closedown leave does not accrue and cannot be taken at any other time of the year.

#### **75. On-Call**

Where an employee has been requested to be on-call during the Christmas closedown period and has been required to work during that period, the employee will be entitled to time off in lieu on an hour for hour basis.

### **Public Holidays**

#### **76. Public Holidays**

Employees, other than casual and sessional employees, shall be entitled to the following holidays without loss of pay:

- New Year's Day
- Australia Day (as prescribed in the relevant States and Territories and localities)
- Good Friday
- Easter Saturday
- Easter Monday

- ANZAC Day (as prescribed in the relevant States and Territories and localities)
- Labour Day (as prescribed in the relevant States and Territories and localities)
- Queen's Birthday (as prescribed in the relevant States and Territories and localities)
- Christmas Day
- Boxing Day (known as Proclamation Day in South Australia)
- One further day in each state, region or territory as follows:

**New South Wales:** on the August Bank Holiday or on another locally gazetted public holiday or other day, as agreed with the CEO. This day is not cumulative and must be taken within each calendar year;

**Melbourne:** in the Metropolitan area on Melbourne Cup Day;

**Regional Victoria:** the locally gazetted public holiday or Melbourne Cup Day as determined by the local the Employer office;

**Queensland:** on the day gazetted for the local show for the appropriate area;

**South Australia:** Adelaide Cup Day;

**Western Australia:** Foundation Day;

**Southern Tasmania:** i.e. Oatlands and all towns south of Oatlands on Regatta Day

**Northern Tasmania:** i.e. in all towns north of Oatlands on Recreation Day;

**ACT:** Canberra Day;

**Northern Territory:** the local show holiday.

## 77. Substitute Days

When Christmas Day falls on a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

- When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

- When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

**78. Other Holidays**

Where public holidays are declared or prescribed on days other than those set above, those days shall constitute additional holidays for the purpose of this Agreement.

**Personal Leave**

**79. Who is Covered**

The provisions of this clause apply to full time and part-time employees, but do not apply to casual or sessional employees. Personal leave incorporates sick leave and carer's leave.

**80. Personal Illness**

An employee may take paid personal leave because the employee is unfit for work because of a personal illness or personal injury affecting the employee.

**81. Family Illness**

An employee may take paid personal leave to provide care or support to a member of the employee's immediate family or a member of the employee's household who requires care or support because of a personal illness or personal injury affecting the member or an unexpected emergency affecting the member.

**82. Immediate Family**

The term "immediate family" includes a spouse (including de facto spouse, former spouse or former de facto spouse and same sex partners), child, stepchild, parent, step-parent, grandparent, grandchild, sibling, step-sibling, foster parent, foster sibling of the employee, or a child, parent, grandparent, grandchild or sibling of a spouse of the employee. Grandparent and grandchild shall be interpreted to include great grandparents and great grandchildren.

**83. How much Leave**

A full time employee is entitled to a total of 10 days (76 hours) paid personal leave for each completed year of service. A part-time employee is entitled to the pro-rata equivalent amount of personal leave.

**84. Medical Certificates**

A full time employee is entitled to take up to five days (or 38 hours) personal leave in a year (being a 12 month period taken from the employee's date of commencement at the Employer), but no more than one day in any one calendar month, without being required to provide a medical certificate.

However a medical certificate will always be required if the day is on the working day(s) immediately before or after a public holiday. A part-time employee is entitled to the pro-rata equivalent amount of personal leave without being required to provide a medical certificate.

An employee will be required to provide a medical certificate for all other personal leave taken or at any time as requested by the Employer.

A medical certificate from a medical doctor, dentist, physiotherapist, chiropractor, osteopath, psychologist, podiatrist, optometrist, registered doctor practising Chinese medicine will be accepted.

**85. Statutory Declaration**

If it is not reasonably practicable to provide a medical certificate, the employee is required to inform the General Manager People & Safety who will determine whether a statutory declaration is acceptable or whether the staff member is required to take annual leave or unpaid personal leave instead of paid personal leave.

**86. Notification**

An employee must take all reasonable steps to verbally notify their Manager by phone of their absence from work prior to the normal commencement time or, if not practicable, as soon as possible thereafter on the first day of absence. In the case of carer's leave an employee shall also advise the Employer of the name of the person requiring care and their relationship to the employee.

**87. Cumulative**

Any portion of personal leave not taken in any year shall be cumulative from year to year.

**88. Minimum Units**

Personal leave shall be taken in minimum units of one hour.

**89. No Pay Out**

There shall be no payment of portions of leave not taken, on retirement or termination.

**90. Make-up Time**

An employee may elect, with the Employer's consent, to work make-up time where they have a need to take up to 4 hours off work as personal leave either for themselves or for an immediate family member. An employee must have the prior approval of the Employer before taking such time off. In such circumstances the employee shall work those hours at a time convenient to the Employer and the staff member within 7 days of the time taken. It shall be up to the discretion of the Employer to determine whether such arrangements are approved.

**91. Unpaid Carer's Leave**

An employee shall also be entitled to up to two days unpaid carers leave per occasion where they have exhausted their paid personal leave entitlement.

**92. Casuals & Sessionals**

A casual and a sessional employee shall be entitled to up to two days unpaid carers leave per occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support during such a period because of a personal illness, or injury, of the member or an unexpected emergency affecting the member.

**93. Other Options**

An employee may elect, with the consent of the Employer, to take any other form of leave available to them for the purpose of caring for dependent relatives.

## **Cashing out of Personal Leave**

**94. Amount**

An employee may with the agreement of the Employer request to cash out up to 5 days of their personal leave during each financial year, subject to maintaining at all times a minimum balance of 15 days of personal leave for a full time employee and further accruals for length of service as determined by the Employer (pro rata for part-time employees). Personal leave cannot be cashed out in advance of it being credited. All requests to cash out personal leave must be at designated times determined by the Employer. An employee who wishes to cash out personal leave must, on each occasion, complete the "Election To Cash Out Annual or Personal Leave" as set out in Appendix C

## Compassionate Leave

- 95. Amount** An employee, other than a casual or a sessional, is entitled to three days paid compassionate leave on any occasion on which a member of the employee's household or immediate family contracts or develops a personal injury or illness that poses a serious threat to their life, or dies. The Employer may require a medical certificate in relation to an incidence of illness or personal injury.
- 96. Casuals & Sessionals** A casual or a sessional employee is entitled to two days unpaid compassionate leave on any occasion on which a member of the employee's household or immediate family contracts or develops a personal injury or illness that poses a serious threat to their life, or dies.
- 97. Definition** For the purpose of this clause 'immediate family' includes a spouse (including de facto spouse, former spouse, former de facto spouse and same sex partners), child, adopted child, stepchild, parent, step-parent, grandparent, grandchild, sibling, step-sibling, foster parent, foster sibling of the employee, or a child, parent, grandparent, grandchild or sibling of a spouse of the employee. Grandparent and grandchild shall be interpreted to include great grandparents and great grandchildren.
- 98. CEO Discretion** Under certain circumstances and upon application from an employee the Chief Executive Officer may exercise his/her discretion to grant a longer period of leave or grant bereavement leave upon the death of a close friend or relative not otherwise included in this definition of 'immediate family' (above).

## Parental Leave

- 99. What is it?** Parental leave is unpaid leave for parents on the birth of a child or the placement of a child under 16 with the employee for adoption.
- 100. Who is Covered?** Employees, other than casuals or sessionals, with 12 months continuous service with the Employer at the time of date of birth or expected date of birth of the child or the day, or expected day, of placement of an adopted child are eligible for parental leave.

- 101. Casuals & Sessionals** A casual or sessional employee is not entitled to parental leave (other than unpaid pre-adoption leave) unless the employee is or will be, an eligible casual employee of the Employer immediately before the birth or expected birth of the child or the placement or the expected placement of the child. To be an eligible casual employee, the employee must have been employed by the Employer on a regular and systematic basis during the period of at least 12 months immediately before commencing parental leave and had it not been for the birth (or expected birth) or adoption (or expected adoption) of a child the employee would have a reasonable expectation of continuing employment by the employer on a regular and systematic basis.
- 102. Entitlement** Each parent may take a separate period of up to 12 months of unpaid parental leave in relation to the birth or adoption of their child if the employee is the primary caregiver of the child.
- Parental leave is to be available to only one parent at a time, except that both parents may simultaneously take up to a maximum of eight weeks at the same time. This leave must be taken within 12 months of the birth or adoption of a child. The concurrent leave may be taken in separate periods with each period being no less than two weeks unless the Employer agrees otherwise. Concurrent leave is deducted from the employee's unpaid parental leave entitlement.
- An employee is not entitled to adoption leave if they have lived continuously with the child for a period of 6 months or more as at the day of placement or the expected day of placement of the child and if the child is a child of the employee or the employee's spouse or de facto spouse.
- 103. Other Leave** Parents are also entitled to take any accrued annual leave or long service leave to assist them in relation to the birth or adoption of their child provided that the total period of leave taken at this time is no longer than 12 months (including unpaid leave).
- 104. Extending Leave** An employee who takes parental leave may request an extension of parental leave for a further period of up to 12 months immediately following the end of the initial 12 months of parental leave, unless they are a member of an employee couple and the other member has already taken 12 months of leave.

The request to extend unpaid parental leave must be in writing and given to the Employer at least 4 weeks before the end of the first period of parental leave.

The Employer will respond to the request in writing within 21 days, stating whether the request is granted or refused. The request can only be refused on reasonable business grounds and such reasons will be stated in writing.

**105. Notification**

An employee entitled to take unpaid parental leave is required to:

- provide 10 weeks written notification of the date on which the employee proposes to commence parental leave (unless it is not possible to do so)
- provide a certificate from a registered medical practitioner which states that she is pregnant and the expected date of birth of the baby
- advise the Employer at least four weeks before the intended start date of any changes to the intended start and end dates (unless it is not possible to do so).

In the case of an employee adopting a child, the employee will notify the Employer at least 10 weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. 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.

**106. Personal Leave**

Where an employee, prior to going on parental leave, suffers illness related to her pregnancy, she may take such paid personal leave as to which she is then entitled and such further unpaid leave as a duly qualified medical practitioner certifies as necessary before her return to work.

**107. Start of Leave**

Unless agreed otherwise between the Employer and the employee, a pregnant employee may commence parental leave at any time within six weeks immediately prior to the expected date of the birth.

Where a pregnant employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, the Employer will require the employee to provide a medical certificate on a weekly basis stating that she is fit to work on her normal duties.

**108. Supporting Partner**

An employee, whose spouse or de facto spouse is pregnant, and who wishes to take a period of up to eight weeks concurrent parental leave will provide to the Employer at least six weeks prior to each proposed period of parental leave:

- a certificate from a registered medical practitioner which names his spouse or de facto spouse, states that she is pregnant and the expected or actual date of birth; and
- written notification of the dates on which the employee proposes to start and finish the period of parental leave: and
- if the employee is the primary caregiver of the child a written statement confirming this.

Parental leave for supporting partners shall be taken between the date six weeks prior to the expected date of birth of the child and the child's first birthday, provided that leave may commence earlier where the child is born before the expected date of birth.

**109. Cancelling Leave**

Where the pregnancy ends due to the child being stillborn and the employee has not commenced parental leave, the employee may take accrued personal leave or any other form of paid leave or unpaid leave of such period as a registered medical practitioner certifies as necessary.

Where the pregnancy of an employee on parental leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the Employer which shall not exceed four weeks from the date of notice in writing by the employee to the Employer that she desires to resume work.

Parental leave for supporting partners which has been applied for but not commenced, shall be cancelled when the pregnancy of the mother ends due to the child being stillborn, or if the child dies after birth, provided that the employee shall on written application to the Employer be entitled to an additional four weeks' unpaid leave in order to offer support to the mother.

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

**110. Variation of Leave**

Unless agreed otherwise between the Employer and the employee, an employee may apply to the Employer to change the period of parental leave. Any such change is to be notified at least four weeks prior to the commencement of the changed arrangements. An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by the birth of the child or the placement of the child occurring earlier than the presumed date.

**111. Pre-Adoption Leave**

An employee, regardless of the length of service, is entitled to up to 2 days of unpaid pre-adoption leave to attend any interviews or examinations required in order to obtain approval for the employee's adoption of a child unless the employee could instead take some other form of leave and the Employer would prefer the employee to take that other form of leave.

**112. Returning to Work**

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

An employee will be entitled to the position that they held immediately before commencing parental leave. 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.

Where an employee applies to the Employer and where the Employer agrees, an employee may return to work as a part time employee (see Clauses 59-63).

**113. Continuity**

Absence on parental leave shall not break the continuity of service of an employee, but the period of leave shall not be taken into account in calculating the period of service.

- 114. NES** If there is any conflict between the National Employment Standards and these clauses relating to parental leave the NES will prevail unless this Agreement provides more beneficial conditions to the employee.

## Long Service Leave

- 115. State Legislation** The Long Service Leave provisions in this agreement provide all of the long service leave entitlements of all employees except where the applicable state long service leave legislation provides more beneficial conditions to the employee in which case the applicable State long service leave legislation shall prevail to the extent that it is more beneficial.
- 116. Eligibility** An employee who has 10 years eligible service with the Employer is entitled to be granted 13 weeks leave with pay. Eligible service means continuous paid employment with the Employer. Periods of unpaid leave do not count as eligible service although they do not break service.
- 117. Part-time Service** Where an employee has 10 years eligible service with the Employer, and that service is made up of a combination of full time and part time employment, the Employer will calculate the payment of leave on the appropriate pro rata basis to reflect the accrual rate across the 10 years.
- 118. 10 years +** An employee continues to accrue long service leave after 10 years service. This is calculated on a pro rata basis and the Employer does not require an employee to work an additional 5 years before gaining further long service leave entitlements.
- 119. Leave Taken** Long Service Leave will be available to employees on a *pro rata* basis after 7 years and up to 10 years continuous employment with the Employer, at the rate of 0.86 weeks leave per year of employment.
- After 10 years continuous employment with the Employer, Long Service Leave will be available to employees at the rate of 13 weeks leave, less any previous leave taken, plus further entitlement accrued in accordance with Clause 118 above.

**120. Paid Out**

Long Service Leave payments will be available to employees on a *pro rata* basis upon termination of employment for any reason (including resignation) on the following basis:

- after 7 years and up to 10 years continuous employment with the Employer, at the rate of 0.86 weeks leave per year of employment;
- after 10 years continuous employment with the Employer, at the rate of 13 weeks leave plus any further entitlement accrued in accord with Clause 118 above.

## **Other Leave**

**121. Jury Duty**

An employee, other than a casual or a sessional employee, required to attend for jury service during their ordinary working hours will be paid by the Employer at their usual rate of pay. The employee will also be entitled to the Jury Fee paid to them in respect of their attendance for such jury service.

Terms of the applicable State Jury Acts will prevail over the term of this Agreement to the extent that the term of this Agreement is less favourable.

**122. Blood Donors**

A full time or part-time employee, but not a casual or sessional employee, who is absent for up to 2 hours during ordinary working hours for the purpose of donating blood shall not suffer any deduction of pay for the period involved on each occasion, subject to a maximum of four separate absences for the purpose of donating blood each calendar year. Employees are required to seek the permission of their manager prior to taking such leave to ensure that appointments to donate blood are made at a time convenient to the Employer. Employees may be required to provide a Certificate of Attendance to confirm their blood donation.

**123. Community Service**

An employee, who engages in a voluntary emergency management activity (e.g. attending to emergencies or natural disasters), or who is a member of the Army Reserve is entitled to unpaid leave as determined by the National Employment Standards. To be entitled to Community Service Leave, the employee must advise the CEO as soon as reasonably practicable of the employee's inability to attend work and the period or expected period of the absence.

- 124. Ceremonial Leave** An employee who is legitimately required by the employee's Aboriginal or Torres Strait Islander tradition to be absent for work for ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year. The employee must be able to establish to the Employer that they have an obligation under Aboriginal or Torres Strait Islander custom and/or traditional law to participate in ceremonial activities in order to be granted such leave, or for such extension granted by the Employer. Such leave will not affect the Employee's entitlement to personal/carer's leave and compassionate leave. Approval of all Aboriginal and Torres Strait Islander ceremonial leave will be subject to the Employer's convenience and will not unreasonably affect the operation of the work concerned but will not be unreasonably withheld.
- 125. Leave Without Pay** In exceptional circumstances and on application by an employee, the CEO may, at his/her discretion, grant to an employee leave without pay. An employee must use all accrued annual leave entitlements before leave without pay can be granted.
- 126. Study Assistance** The Employer will consider supporting applications for study assistance in the form of:
- Paid study or examination leave;
  - Unpaid study or examination leave;
  - Reimbursement of fees.
- 127. Eligibility** Staff who are eligible to apply are those with:
- At least 12 months continuous service with the Employer; and
  - The course or subjects that a staff member is applying to study should be undertaken to enhance the staff member's capacity to perform the duties of their position or to directly benefit the Employer.

## **Dispute Resolution Procedure**

- 128. First Steps** In the event of a dispute in relation to a matter arising under this agreement or relating to the National Employment Standards, in the first instance the parties must try to resolve the dispute at the workplace level by discussions between the employee or employees concerned and relevant manager. If such discussions do not resolve the dispute, discussions between the employee or employees concerned and more senior levels of management as appropriate should be held to attempt to resolve the matter.

**129. Representative** An employee who is a party to the dispute may appoint a representative for the purposes of these dispute resolution procedures.

**130. Fair Work Australia** If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Australia.

**131. Next Stages** Fair Work Australia may deal with the dispute in 2 stages:

- Fair Work Australia will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- if Fair Work Australia is unable to resolve the dispute at the first stage, Fair Work Australia may then arbitrate the dispute; and make a determination that is binding on the parties.

Note: If Fair Work Australia arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that Fair Work Australia makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

**132. During the Dispute** While the parties are trying to resolve the dispute using these procedures:

- an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- an employee must comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
  - (i) the work is not safe; or
  - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
  - (iii) the work is not appropriate for the employee to perform; or

(iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

**133. Decision Binding** The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this procedure.

## Disciplinary Procedure

**134. MEGT Commitment** In using this procedure the Employer shall ensure that:

- where the employee has been counselled or warned to improve work performance or conduct, a reasonable time shall be given to enable the employee to comply; and
- the employee is given an opportunity to respond to any concern or allegation made; and,
- in a process where the employee is likely to be given a written warning, the employee is to be informed of their right to be accompanied by a support person.

**135. Counselling** Where the Employer has concerns about the work performance or conduct of an employee, the Employer shall initiate counselling of the employee concerned to make them aware of the deficiencies in their performance and the standard of performance that the Employer requires the employee to meet. The aim of the counselling is to attempt to restore and improve the levels of performance of the employee.

**136. Clarify Concerns** At the commencement of counselling the Employer shall make the employee aware of the nature of the counselling meeting and the specific areas of concern.

**137. Right to Respond** The Employer shall provide the employee with an opportunity to respond at the interview.

**138. Written Warning**

Having informed the employee of the concerns in relation to their performance or conduct, and having heard the employee's response, the Employer may give the employee a written warning requiring them to improve their performance or conduct. A copy of the written warning will be given to the employee and the employee will be asked to sign it.

The written warning shall include a statement of the required performance or behaviour standards and where these standards are not being met. It shall also propose a time frame for monitoring progress against the standards and set a meeting time to assess progress.

The staff member shall be informed of the possible implications of continued unsatisfactory behaviour or performance including the possibility that their employment might be terminated.

**139. Second Warning**

If, at the meeting scheduled to assess progress, the Employer determines that the employee's continuing work performance or conduct has not improved, the Employer may give a further written warning outlining the Employer's concerns and reasons for giving the written warning. A copy of the written warning will be given to the employee and the employee will be asked to sign it.

This second written warning shall outline the required performance or behaviour standards and where these standards are not being met. It shall also propose a time frame for monitoring progress against the standards and set a meeting time to assess progress.

**140. Termination**

If at the meeting to assess progress following the second written warning, the Employer is of the view that insufficient improvement has been made, the Employer may terminate the employment of the employee.

**141. Other Options**

Nothing in this procedure shall restrict the Employer's right to summarily dismiss an employee in circumstances that warrant summary dismissal.

Nothing in this procedure shall prevent the Employer from repeating or skipping steps specified above where the particular circumstances require it and in consultation with People & Safety.

## Termination by the Employer

### 142. Application

Termination shall not proceed until the disciplinary procedure set out in this Agreement has been carried out. This requirement shall not apply:

- where funding has been withdrawn which results in the Employer not having sufficient funds to pay an employee's salary;
- where the Employer has taken a decision to make a position or positions redundant;
- where the employee is a probationary employee;
- where the employee is a casual or sessional employee;
- where the Employer believes that an employee has engaged in misconduct that justifies summary dismissal and has decided to institute summary dismissal procedures. Nothing in this procedure shall restrict the Employer's right to summarily dismiss an employee where this is justified.

### 143. Notice Periods

In order to terminate the employment of a full time or part-time employee the Employer shall give the following period of notice. Where an employee has been employed for a continuous period of:

Length of service	Period of notice
Not more than 1 year	1 week's notice
More than 1 year but not more than 3 years	2 week's notice
More than 3 years but not more than 5 years	3 week's notice
More than 5 years	4 week's notice

### 144. Over 45 years of age

In addition to this notice, employees over 45 years of age, at the time of the giving of the notice, with not less than two years' continuous service, shall be entitled to an additional week's notice.

### 145. Payment in Lieu

In the event that the Employer does not provide a notice period, the Employer will make payment in lieu of notice.

**146. Notice Inapplicable** The period of notice set out above shall not apply in the case of conduct that justifies summary dismissal or in the case of casual or sessional employees, or employees engaged for a specific period of time or for a specific task or tasks.

**147. Summary Dismissal** The Employer shall have the right to dismiss any employee without notice for conduct that justifies instant dismissal. This includes the employee in the course of the employee's employment:

- engaging in theft, or fraud, or assault, or;
- being intoxicated at work, or;
- refusing to carry out a lawful and reasonable instruction that is consistent with the employee's contract of employment.

This list does not preclude other actions or behaviour on the part of an employee being considered by the Employer to justify instant dismissal. In such cases the salary shall be paid up to the time of dismissal only.

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

## **Resignation**

**149. Resignation** The notice of termination required to be given by an employee shall be one week or a longer period if agreed in writing between the Employer and employee.

**150. Failure to give Notice** If an employee fails to give notice, the Employer shall have the right to withhold moneys due to the employee with a maximum amount equal to the ordinary time rate of pay for the period of notice.

## Introduction of Change & Redundancy Procedures

### Major Change

#### 151. Definition

The Employer makes a definite decision to introduce a major change to production, program, organisation, structure or technology that is likely to have a significant effect on employees.

In this procedure, a major change is likely to have a significant effect on employees if it results in:

- the termination of the employment of employees; or
- major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- the alteration of hours of work; or
- the need to retrain employees; or
- the need to relocate employees to another workplace; or
- the restructuring of jobs.

#### 152. Duty of Notify

For a major change referred to in Clause 151:

- (a) the Employer must notify the relevant employees of the decision to introduce the major changes; and
- (b) clauses 153 to 155 will apply

#### 153. Representative

The employees affected by the major changes may appoint a representative for the purposes of the procedures in this term. If an employee or employees appoint a representative for the purposes of consultation and the employee or employees advise the Employer of the identity of the representative the Employer must recognise the representative.

#### 154. MEGT's Duties

As soon as practicable after making its decision, the Employer must discuss with the relevant employees:

- (a) the introduction of the change; and
- (b) the effect the change is likely to have on the employees;

- and
- (c) measures the Employer is taking to avert or mitigate the adverse effect of the change on the employees.

**155. Consultation**

For the purposes of the discussion the Employer will provide, in writing, to the relevant employees:

- (a) all relevant information about the change including the nature of the change proposed; and
- (b) information about the expected effects of the change on the employees; and
- (c) any other matters likely to affect the employees.

However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

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

**156. Definition**

The Employer proposes to introduce a change to the regular roster or ordinary hours of work of employees.

In this procedure, relevant employees means the employees who may be affected by a change referred to in clause 151.

**157. Duty to Notify**

For a change referred to in clause 156:

- (a) The Employer must notify the relevant employees of the proposed change; and
- (b) Clauses 158 to 160 will apply.

**158. Representative**

The employees affected by proposed changes may appoint a representative for the purposes of the procedures in this term. If an employee or employees appoint a representative for the purposes of consultation and the employee or employees advise the Employer of the identity of the representative the Employer must recognise the representative.

- 159. MEGT's Duties** As soon as practicable after proposing to introduce the change, the Employer must discuss with the relevant employees the introduction of the change.
- 160. Consultation** For the purposes of the discussion the Employer will provide to the relevant employees:
- (a) all relevant information about the change including the nature of the change proposed; and
  - (b) information about what the Employer reasonably believes will be the effects of the change on the employees; and
  - (c) information about any other matters that the Employer reasonable believes are likely to affect the employees; and
  - (d) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 161. Redundancy** Redundancy occurs when the Employer decides that it no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.
- 162. Redeployment** Wherever possible, redeployment of the incumbent employee will be the preferred option of addressing circumstances where a position has been made redundant.
- 163. Severance Pay** In addition to the period of notice prescribed for ordinary termination in Clauses 143 and 144, an employee whose employment is terminated by reason of redundancy will be paid the following amount of severance pay in respect of continuous period of service:

<b>Employee's period of continuous service with the employer on termination</b>	<b>Redundancy pay period</b>
<b>At least 1 year but less than 2 years</b>	4 weeks
<b>At least 2 years but less than 3 years</b>	6 weeks
<b>At least 3 years but less than 4 years</b>	7 weeks
<b>At least 4 years but less than 5 years</b>	8 weeks
<b>At least 5 years but less than 6 years</b>	10 weeks
<b>At least 6 years but less than 7 years</b>	11 weeks
<b>At least 7 years but less than 8 years</b>	13 weeks
<b>At least 8 years but less than 9 years</b>	14 weeks
<b>At least 9 years</b>	16 weeks

- 164. Definition**                      Weeks' pay means the employee's current ordinary time hourly rate of pay multiplied by the average number of weekly hours (excluding overtime) worked over the past 52 weeks.
- 165. Limit on Severance**            Provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.
- 166. Clause does not Apply**            This clause does not apply to:
- employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
  - probationary employees;
  - apprentices;
  - trainees;
  - employees engaged for a specific period of time or for a specified task or tasks;
  - sessional employees or
  - casual employees.

- 167. Lower Paid Duties** Where an employee accepts a transfer to lower paid duties as a result of redundancy, the employee will be given the same period of notice that they will be transferred to the lower paid job, as the employee would have been entitled to if his/her employment had been terminated. The employer may make payment in lieu of the notice. The amount of such payment will be the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice owing.
- 168. Leaving during Notice** An employee whose employment is terminated by reason of redundancy may terminate his or her employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had he or she remained with the employer until the expiry of such notice. However, in this circumstance the employee shall not be entitled to payment in lieu of the remainder of the period of notice.
- 169. Time Off** During the period of notice of termination given by the Employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 170. Exemption** Where there is a transfer of business within the meaning of the Fair Work Act and as a result an employee's employment is transferred from the Employer to another entity, no severance pay is payable by the Employer to the employee:
- where the employee accepts employment with the other entity which recognises the period of employment which the employee had with the Employer and any predecessors of the Employer and continuity of employment of the employee is not broken by reason of the transfer; or
  - where the employee rejects an offer of employment with the other entity that is on terms and conditions substantially similar to, and considered on an overall basis no less favourable than the employee's terms and conditions of employment with the Employer immediately before the termination of the employee's employment with the Employer and that recognises the period of employment which the employee has had with the Employer and any predecessor of the Employer to be service of the employee with the other entity.

- 171. Other Employment** Where the Employer is able to obtain suitable alternative employment (in terms of comparable duties and salary to the employee's existing employment) for the employee the Employer will make an application to FWA to have the amount of Severance Pay payable to the employee reduced to one week's pay.

## **Occupational Health and Safety**

- 172. Responsibilities** The Employer shall take all reasonable action to ensure the health and safety of employees and shall adopt and implement appropriate health and safety policies and practices. It is recognised that the employees also have a responsibility to ensure a safe and healthy workplace and to be aware of all health and safety regulations that apply to their particular working environment.

- 173. Protection** All necessary protective clothing and safety equipment shall be provided free of cost for use of each employee, where necessary to protect the clothing or person of the employee or where required by the Employer to be worn or used.

## **Uniforms**

- 174.** Staff can elect to be provided with MEGT's Corporate Uniform. To be eligible to apply for the Corporate Uniform staff are required to have completed their 3 month probation period. The staff member is then required to sign and agree to the Corporate Uniform Guidelines and seek approval from their manager. The first allocation amount is \$500 for women and \$550 for men. Staff are welcome to purchase additional items over the allocation amount at their own expense. Each year staff members are eligible for a replenishment amount of \$250 to update their uniform.

## **Travelling and Other Out of Pocket Expenses**

- 175. Reasonable Expenses** Where the Employer requires an employee in the course of his or her duties to be absent overnight or part of the day or to incur any travelling expenses, the employee will be eligible to be reimbursed for necessary and reasonable out of pocket expenses. The Employer may require reasonable proof of such expenses to be provided by the employee.

- 176. Additional Costs** Where an employee is required to work outside of their ordinary hours of duty (eg. in the evening or on a Saturday or Sunday) and are unable to use their normal form of transport to get to work the Employer will pay the additional costs involved.
- 177. Mileage** Should an employee be required to use his or her own vehicle on the Employer's business and has been given prior approval by the employee's manager to use his or her own vehicle, the employee is to receive a \$0.78 per kilometre vehicle allowance.
- 178. Work Placements** Where the Employer requires its trainers (including sessional employees) employed in MEGT Education to visit students in a work placement, an amount of \$17.00 will be paid for each visit, irrespective of whether the employee uses their personal vehicle or public transport but it will not be paid if the employee uses an MEGT car.
- If the employee is paid an allowance under this clause they will not be paid mileage allowance for the same work placement.
- 179. Travel Between Offices** The Employer has offices in Victoria, NSW, WA, SA, Tasmania and Queensland. Time spent by a staff member in travelling between offices on approved Employer business shall count as time worked by the staff member.
- Staff travel should not involve unreasonably long hours which would place the staff member at risk. The management of this will be handled in accordance with MEGT policies such as the Fatigue Management Policy and the Travel Policy.
- Time off may be granted in recognition of significant additional hours spent travelling on business. Time off is required to be approved by the employee's direct manager. In approving time off regard needs to be taken for the operational needs of the business.

- 180. Staff Transfer** Occasionally the Employer may require the transfer of a staff member from the office the staff member was originally based at to another office. Where such a transfer is required by the Employer a planned, consultative approach with the staff member will be adopted to avoid undue hardship, unreasonable requirements or disruption to the Employer staff.
- 181. Suitable Position** The Employer will only transfer a staff member to a suitable position. A suitable position will be:
- At the same classification and rate of pay of the staff member; and
  - A position that requires the skills and experience consistent with the skills and experience of the staff member being transferred or seconded, or where the Employer decides that the staff member will acquire the necessary skills within a three month period with adequate training, such training to be provided by the Employer; and
  - Filled on the same number of hours as the staff member is employed for, unless the staff member agrees to a change of hours.
- 182. Maintain Conditions** On transfer the staff member will retain their current employment status, conditions and salary range for their position.
- 183. Travel Time & Costs** Where a staff member has been transferred to another office the staff member is not entitled to claim mileage for travel from their home to the office to which they have been transferred (and vice versa), nor will they be entitled to count the time taken to travel to the office from their home (or from the office to their home) as time worked.

## **Provision and Use of Company Vehicles**

- 184. Designated Positions** Designated positions within the Employer will attract a company-supplied vehicle based on the requirements of the position and the need for the employee to travel to carry out the duties and responsibilities of that position. The Chief Executive Officer will determine allocation of company vehicles to designated positions.

- 185. Personal Use** In recognition of the requirement for staff in those positions to work outside of normal hours and to care for and maintain the vehicle those staff shall be given out of hours access to the use of the vehicles. Where an employee works on a part time basis, a pro-rata salary deduction to compensate the Employer for the use of the vehicle for 'out of hours' use will apply.

## **Specific Employment Conditions for Teachers**

- 186. Teachers** A Teacher is an employee engaged to teach students where a teaching qualification is mandatory or required by the Employer, and where the work required involves teaching a course of study or units of work recognised within or pursuant to the Australian Qualifications Framework or accredited by a relevant state or territory authority.

- 187. Hours of Work** The minimum payment for each engagement will be for two hours' work. For the purposes of determining the number of hours worked by a teacher each contact hour of delivery will count as 1.5 hours of work.

- 188. Salaries** Teaching staff are paid according to their qualifications and industry experience. The minimum salaries for full time employees for the duration of this agreement will be as follows:

Level 1	\$44,864
Level 2	\$45,462
Level 3	\$46,360
Level 4	\$47,268
Level 5	\$49,180
Level 6	\$50,455
Level 7	\$51,615
Level 8	\$52,889
Level 9	\$54,170
Level 10	\$55,824
Level 11	\$57,362
Level 12	\$58,722

- 189. Salary Increases** The Employer commits to pass on increases to the minimum salary levels set out in this Agreement arising from decisions of Fair Work Australia during the life of this Agreement.
- 190. Casual Rates** The casual rate of pay is calculated by dividing the annual salary by 261 plus 25% (the casual loading) which gives the casual daily rate. The hourly rate is calculated by dividing the daily casual rate by 5.
- 191. Daily Rate** A teacher will be paid a daily rate except where the engagement is for less than five hours when payment will be at the hourly rate.
- 192. Continuous Service** One or more engagements of a casual teacher with the Employer will be deemed to be continuous unless more than eight weeks have elapsed between those engagements. The period between engagements will not count as service.

## Appendix A: Classification Descriptors

Updated: September 2011

### Definitions:

**Close supervision** is where clear instructions are provided. Tasks are standard and there are clear procedures or precedents as to how they should be carried out. Where unexpected situations arise staff are given assistance and advice as to how they should be dealt with.

**Routine supervision** is where direction is given as to the tasks required to be undertaken but staff have the ability to determine how and when these tasks are completed within guidelines set by the manager. Guidance and assistance will be provided by the manager in dealing with unexpected situations but the manager would not be constantly checking the work of the staff member.

**General direction** means that direction is provided on the overall tasks to be undertaken with the employee deciding the appropriate use of established methods, tasks and sequences. There is scope to determine the most appropriate approach where established procedures do not exist.

**Broad direction** means that direction is given in terms of the objectives for the position. Little detailed guidance will be provided and the development or modification of procedures by the employee will be required where necessary.

## **Group 1**

### **Characteristics of positions in this group**

Staff in this group undertake a range of routine administrative or manual activities that require the practical application of basic skills and techniques. Some knowledge of materials and equipment will be required. Employees are required to perform clearly defined activities with outcomes being readily attainable. On occasion employees may perform more complex tasks. Assistance is readily available where unexpected duties or tasks are to be undertaken.

Established procedures exist to guide the employee in carrying out duties. However, with experience, staff in this group may have sufficient freedom to exercise some judgement in the planning of their own work within the confines of those established procedures. Staff are responsible for the timeliness of their work.

Positions initially in this group will involve staff in extensive on-the-job training including familiarisation with the goals and objectives of their job.

Supervision of other staff is not a feature in this group.

### **Skills, knowledge, experience, qualifications and training**

Staff in this group would not be required to have any formal qualifications although this does not preclude staff being appointed who do have qualifications.

Staff in this group would be expected to have:

- a developing knowledge of the functions of the Employer;
- basic knowledge of practices and procedures relevant to their work;
- basic numeracy, keyboard, written and verbal communication skills relevant to their work;
- good interpersonal skills.

Employees who have just completed a traineeship would be expected to be classified in this group.

After gaining more experience staff may be required to take on additional areas of responsibility at which time it may be more appropriate that their position be classified in Group 2.

### **Level of supervision**

Initially staff would be closely supervised but after gaining experience this would become routine supervision.

### **Organisational knowledge**

Employees are required to have a basic understanding of the Employer's role and functions. They may be required to provide straightforward information to others in relation to the services provided by the Employer.

### **Judgement, independence and problem solving**

The employee would be expected to resolve problems where alternatives are limited and the required action is clear or can be easily referred to the manager.

### **Typical activities**

- providing an efficient reception service in an area office
- processing incoming and outgoing mail
- processing up-dates of data bases
- preparing basic or routine correspondence
- organising or assisting with mail outs
- entering vacancies onto the Database

## **Group 2**

### **Characteristics of positions in this group**

Staff employed in this group are required to solve problems using knowledge, judgement and work organisational skills acquired through qualifications and/or previous work experience. Employees generally adhere to established work practices but are required to use their initiative to determine the best approach to carry out a particular task. Staff are expected to have a detailed understanding of work procedures relevant to their work area.

Experienced employees would be expected to be able to offer specialist advice to internal or external clients relevant to their work area.

Staff will be responsible for managing time, planning and organising their own work and may be required to oversee and/or guide the work of a limited number of Group 1 staff or Trainees.

### **Skills, knowledge, experience, qualifications and training**

Employees in this group would be expected to have:

- relevant experience to be able to carry out the job without further training;
- where applicable, the relevant qualifications required to carry out the job;
- a detailed knowledge of their Division's programmes, policies and activities;
- an ability to apply computing concepts;
- a sound knowledge of the Employer's role and the services it provides;
- well developed interpersonal skills allowing employees to understand and gain co-operation of people by using skills in negotiation, counselling and motivation;
- detailed knowledge of statutory requirements relevant to the work area;
- well developed problem solving skills.

Employees in this group may also be required to use specialist knowledge or expertise.

### **Level of supervision**

Staff in this group work under general direction in the application of procedures, methods and guidelines that are generally well established. However they are also required to exercise initiative in establishing procedures to meet the objectives of their section where established procedures do not already exist. Assistance is available from their manager.

### **Organisational knowledge**

Employees in this group are required to have a detailed knowledge of the functions of the particular section the employee works in as well as a sound understanding of the role of the Employer and the services it provides. Employees would be expected to project a competent and professional image of the company and handle enquiries and requests from internal and external clients without reference to their manager unless the request or enquiry was particularly unusual.

### **Judgement, independence and problem solving**

Employees in this group would be expected to exercise judgement on work methods and task sequences. This will often require the implementation of standard procedures and practices but employees will also be required to use their initiative in determining how to best carry out a function which may require the establishment of new procedures or the amendment of existing procedures. Employees would also be expected to provide interpretation, advice and recommendations on issues relevant to their work.

### **Typical activities**

- running the head office reception desk
- manage debt collection process
- process the Employer payroll
- assess claims to determine eligibility for payment
- establish and maintain efficient databases of clients
- administer incentive payments to employers
- establish and maintain programme of visits to employers

- carry out administration of the Employer creditors
- design the Employer pamphlets and brochures
- pre-screening job seekers for vacancies

NB. Positions with a similar skill level as:

- Assistant Industry Employment Consultants
- Payroll Officer
- Accounts Payable/Receivable Officer
- Graduate Accountant

will have a minimum rate of pay as set out in the body of this Agreement at Level 2a.

## **Group 3**

### **Characteristics of positions in this level**

Employees in this group undertake a wide range of functions requiring the application of a high level of knowledge and skills to achieve results in line with Divisional and organisational goals. Although there are established work practices, employees in this group are frequently required to exercise initiative and judgement where practices and direction are not clearly defined. Employees are guided by policy, precedent, professional standards and their specialist expertise. Employees will be required to provide expert advice to internal and external clients.

Employees are required to set work priorities, plan and organise their own work and establish the most appropriate operational methods to carry out their work. Experienced employees can operate reasonably independently of other employees within the overall objectives for the position set by the manager or organisation.

Employees in this group may be required to supervise or co-ordinate the work of other staff.

### **Skills, knowledge, experience, qualifications and training**

Employees in this group would be required to have:

- extensive experience working in the relevant or related field of work;
- a comprehensive knowledge of their Division's programmes, policies and activities
- a detailed knowledge of the Employer's role and the services it provides;
- highly developed interpersonal skills as evidenced by the ability to influence and gain co-operation, negotiate, counsel and motivate people;
- where required, the relevant qualifications to carry out the job;
- well developed planning and problem solving skills;
- comprehensive knowledge of the relevant statutory requirements.

### **Level of supervision**

In this group employees are subject to general direction from their coordinator manager. More experienced employees would be subject to broad direction.

### **Organisational knowledge**

Employees in this group are required to have a comprehensive knowledge of the objectives of their Division and a detailed understanding of the role of and services provided by the Employer. They are required to be in frequent contact with clients and are expected to be able to project a competent and professional image of the company to clients.

### **Judgement, independence and problem solving**

Employees in this group have the discretion to innovate within their own work area and to take responsibility for the results of their work. They are required to use a high level of discretion in terms of work priorities and approaches to work. Employees are expected to deal with client requests and enquiries that can often be complex usually without the ability to refer to their coordinator manager for guidance.

### **Typical activities**

- promote and market the employment of apprentices, trainees and VET students
- assist job seekers to become work ready
- supervise apprentices and trainees
- provide training and counselling for Job Search Training clients
- liaise with clients to ensure the organisation meets their employment needs
- assist in disputes between employers and apprentices and trainees
- represent the Employer on external bodies
- develop and maintain payroll system

## **Group 4**

### **Characteristics of positions in this group**

Employees in this group carry out a managerial responsibility for a team of staff within a Division. Employees are required to assist their staff to meet the performance standards established for them, to identify problems and resolve them so that the team operates efficiently and effectively. Employees will be required to provide expert advice to internal and external clients.

Employees are required to collate and analyse data and prepare reports to the Divisional Manager on their team's work and to assist the Divisional Manager to develop new ways of providing the service required.

Employees will be presented with a wide range of issues and problems to resolve and will often have no precedent or guidance to rely upon in determining the resolution.

### **Skills, knowledge, experience, qualifications and training**

Employees in this group are required to have:

- a comprehensive knowledge of the work of the Division and an in depth knowledge of the Employer's policies, programmes and procedures;
- a high level of discipline knowledge;
- extensive experience in the relevant or closely related field;
- highly developed interpersonal skills as evidenced by the ability to influence and gain co-operation, negotiate, counsel and motivate people;
- comprehensive knowledge of the relevant statutory requirements;
- relevant managerial experience.

### **Level of supervision**

Employees in this group operate under broad direction.

### **Organisational knowledge**

Employees in this group are required to have a comprehensive knowledge of the role of their Division or programme and an in-depth understanding of the range of services provided by the Employer. They are required to be able to portray a positive image of the Employer to a wide range of clients, government representatives and other relevant bodies.

## **Judgement, independence and problem solving**

In this group employees are responsible for the supervision of a team of staff and the efficient and effective implementation of a service. Employees will be required to develop a motivated and high performing team of staff and resolve a range of problems to ensure that a high quality service is maintained. Employees are required to provide expert and strategic advice to their Divisional Manager on the existing and future role and functions of their Division.

### **Typical activities**

- supervise and co-ordinate a team of staff in a Division
- develop and implement new procedures to improve the functioning of the team
- liaise with Government representatives to ensure contract requirements and performance standards are met
- monitor and analyse performance against established targets and determine ways to improve the service
- assist the Divisional Manager in the selection and appointment of staff
- identify staff training and development needs
- address and attempt to resolve any complaints about the service provided
- prepare monthly and ad hoc financial reports for the Management Committee and the Board
- manage the accounts payable, receivable and general ledger functions of the accounting system
- ensure that all statutory payments are paid on time
- carry out regular operating expenditure reviews.

## **Group 5**

### **Characteristics of positions in this group**

Employees in this group carry out the managerial responsibility for a Division and in some instances for functions that affect the organisation as a whole. Employees are required to develop new ways of providing the service required and to develop new services to expand the profile of the organisation. Employees are required to monitor policies and activities within the work area.

Employees in this group assist the Chief Executive Officer in the planning process, development of policies and procedures and general management of the organisation. Employees are required to take responsibility for decision making and to provide expert advice to clients, employees, the Chief Executive Officer and the Board where required.

### **Skills, knowledge, experience, qualifications and training**

Employees in this group are required to have:

- a comprehensive knowledge of the organisation's policy, programmes and the procedures and practices;
- a high level of discipline knowledge;
- extensive experience in the relevant or closely related field;
- an ability to identify emerging needs and develop appropriate policies to address these needs;
- highly developed interpersonal skills as evidenced by the ability to influence and gain co-operation, negotiate, counsel and motivate people;
- comprehensive knowledge of the relevant statutory requirements;
- relevant management experience.

### **Level of supervision**

Employees in this group operate under broad direction.

### **Organisational knowledge**

Employees in this group are required to have a comprehensive knowledge of the role of and services provided by the Employer. They are required to be able to portray a positive image of the Employer to a wide range of clients, government representatives and other relevant bodies. Employees are required to be able to make policy recommendations and implement new services appropriate to the Employer's development.

### **Judgement, independence and problem solving**

In this group employees are responsible for the management of a Division's services, budget, policy, procedures and staff. Employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area to achieve corporate goals. Employees are required to provide expert and strategic advice to the Chief Executive Officer and Board on the Employer's existing and future role and functions.

### **Typical activities**

- manage the staff of a Division
- develop and implement new procedures to improve the functioning of the Division
- ensure that the Employer complies with all legislative and regulatory requirements
- analyse and assess new business opportunities
- ensure their Division meets all contractual performance standards
- prepare tenders
- maintain and develop an effective IT system
- manage the audit process
- develop and implement appropriate strategies to improve the Employer's working capital and cash flow
- assist in the development and implementation of company policy.

## **Appendix B: Sessional Trainer Classification Levels**

### **Level 1**

Certificate IV in Training and Assessment and industry experience and trade qualifications (where appropriate). This rate is applicable for all administration, including but not limited to team meetings, audit preparation, course development and teaching preparation, and exclusive of preparation for face to face teaching responsibilities.

### **Level 2**

Certificate IV in Training and Assessment and industry experience (2+ years) and trade qualifications (where appropriate) and training experience (2+ years) or equivalent length of service with the Employer.

### **Level 3**

Certificate IV in Training and Assessment and industry experience (5+ years) and trade qualifications (where appropriate) and training experience (5+ years) or equivalent length of service with the Employer.

### **Level 4**

Certificate IV in Training and Assessment (Diploma preferred) and industry experience (10 years) and trade qualifications (where appropriate) and training experience (10+ years) or equivalent length of service with the Employer.

## Appendix C: Election To Cash Out Annual/Personal Leave

I, \_\_\_\_\_ elect to cash out (be paid for) \_\_\_\_\_ week/s

of my current Annual / Personal Leave entitlement. (**Circle applicable**)

Note:

- Payment will only be made in one week blocks. 38 hours for full time staff, part time staff will receive their normal weekly hours.
- Cashed out leave will be paid at the rate of pay that the employee receives at the time when the election is made.
- Staff who have a purchased leave arrangement in place may not apply for annual leave cash out.

In making this decision, I acknowledge that:

- In electing to cash out a portion of my *Annual / Personal Leave (Circle applicable)*, I give up my entitlement to take that amount of *Annual / Personal Leave (Circle applicable)*
- The rate of pay at which my cashed out *Annual / Personal Leave (Circle applicable)* will be paid to me, is my ordinary rate of pay at the time of requesting the pay out. In respect to Annual leave 17.5% loading will be paid in line with the MEGT Employment Agreement 2012 – 2015.
- I cannot cash out more than 2 weeks of Annual Leave or one week of Personal Leave within a financial year (or the equivalent proportionate entitlement for part-time employees) (**Circle applicable**)
- I must retain a balance of 76 hours of my annual leave entitlement in line with MEGT's policy.
- I must retain my Personal Leave entitlement in line with MEGT's policy and as per the Personal Leave Cash Out Eligibility Table on Page 2 of this form;
- MEGT will deduct the amount of *Annual / Personal Leave (Circle applicable)* I have cashed out from my accumulated appropriate leave balance;
- MEGT has not required me to cash-out an amount of *Annual / Personal Leave (Circle applicable)*; and
- MEGT has not placed any undue influence or undue pressure on me to make a decision about whether or not to cash-out a portion of my *Annual / Personal Leave (Circle applicable)* entitlement.

Employee Signature: .....

Date:.....

Managers Recommendation: .....

Date:.....

People & Safety General Manager's Approval:.....

Date:.....

Eligibility	Minimum Personal Leave Balance that must be retained (after cash out hours have been deducted)	Maximum cash-out
Year 1	N/A	N/A
Year 2	15 days (114.00hours)	5 days (38 hours)
Year 3	19 days (144.40 hours)	5 days (38 hours)
Year 4	23 days (174.80 hours)	5 days (38 hours)
Year 5	27 days (205.20 hours)	5 days (38 hours)
Year 6	31 days (235.60 hours)	5 days (38 hours)
Year 7	35 days( 266.00 hours)	5 days (38 hours)
Year 8	39 days (296.40 hours)	5 days (38 hours)
Year 9	43 days (326.80 hours)	5 days (38 hours)
Year 10	47 days (357.20 hours)	5 days (38 hours)
Year 11	51 days (387.60 hours)	5 days (38 hours)
Year 12	55 days (418.00 hours)	5 days (38 hours)
Year 13	59 days (448.40 hours)	5 days (38 hours)
Year 14	63 days (478.80 hours)	5 days (38 hours)
Year 15	67days (509.20 hours)	5 days (38 hours)
Year 16	71 days (539.60 hours)	5 days (38 hours)
Year 17	75 days (570.00 hours)	5 days (38 hours)
Year 18	79 days (600.40 hours)	5 days (38 hours)
Year 19	83 days (630.80 hours)	5 days (38 hours)
Year 20	87 days (661.20 hours)	5 days (38 hours)

*The minimum personal leave will need to accrue at the same rate for each year beyond this table*

- Your eligibility year 1 is based on your start date, **not** your anniversary date, as Personal Leave is accrued in advance at the beginning of your employment.  
-- The eligibility year will then increase every anniversary after that
- The cash-out policy was changed on October 2013, please familiarise yourself with the changes before submitting your form
- Forms must be submitted no later than the Wednesday prior to the stated cash out date

**UNDERTAKINGS**  
**(s.190 Fair Work Act 2009)**

WHEREAS:

A. **MEGT (Australia) Ltd** (Employer) has applied to Fair Work Australia pursuant to s.185 of the *Fair Work Act 2009* (Act) for approval of an enterprise agreement to be known as the *MEGT Staff Enterprise Agreement 2012-2015 (Agreement)*.

B. FWA has a concern that not all of the requirements in s.186 and s.187 of the Act have been met in relation to the Agreement but has indicated that it will accept the following undertakings pursuant to s.190 of the Act as meeting its concern so that the Agreement may be approved.

PURSUANT to s.190 of the Act, the Employer hereby undertakes to Fair Work Australia that:

- 1 Notwithstanding the terms of the Agreement, an employee will be paid no less than the applicable classification in the relevant award, being either the *Labour Market Assistance Industry Award 2010* or the *Educational Services (Post-Secondary Education) Award 2010*) (**Relevant Award**).
- 2 Notwithstanding the terms of the Agreement, where an employee expresses a concern that he or she may have been entitled to a greater payment under the relevant award, the Employer will analyse the hours worked by the employee in the preceding year and pay the difference, if any, between the amount already paid to the employee pursuant to the Agreement and the amount to which the employee would have been entitled to under the applicable award. An employee can only make one request per year for the agreement amount received to be reconciled with what the employee would have been entitled to under the applicable award.
- 3 Notwithstanding the terms of the Agreement, where an employee, except for a sessional trainer, is undertaking higher duties that qualifies for the higher duties allowance in the Relevant Award, the employee will be paid a higher duties allowance in accordance with entitlement under the Relevant Award.
- 4 It will ensure that a copy of these undertakings is made available to all employees covered by the Agreement and ensure that a copy of this instrument is attached to any copy of the Agreement provided to employees or made available in the workplace.

Date:

Signed:

Name:

Position/Capacity

(A duly authorised person to give this undertaking on behalf of the Employer)