



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Australian Film, Television and Radio School
(AG2017/5198)

AFTRS ENTERPRISE AGREEMENT 2017

Educational services

COMMISSIONER LEE

MELBOURNE, 5 MARCH 2018

Application for approval of the AFTRS Enterprise Agreement 2017.

[1] An application has been made for approval of an enterprise agreement known as the *AFTRS Enterprise Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Australian Film, Television and Radio School. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The National Tertiary Education Industry Union and CPSU, the Community and Public Sector Union being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers these organisations.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 12 March 2018. The nominal expiry date of the Agreement is 12 March 2021.



COMMISSIONER

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Annexure A



26th February

Commissioner Lee
11 Exhibition Street
Melbourne
VIC 3000

Dear Commissioner Lee

Re: Australian Film, Television and Radio School Enterprise Agreement 2017/AG2017/5198

Pursuant to section 190 of the Fair Work Act 2009, the Australian Film, Television and Radio School hereby undertakes that:

1. The annual leave entitlements relating to a shiftworker under the National Employment Standards (NES) i.e. an entitlement of 5 weeks of recreation leave per year, will apply for any School employee who is a shiftworker.
2. Clause 1.2 of the Agreement contains a definition of a shiftworker. This is for the purposes of the NES.
3. AFTRS will ensure that relevant casual employees are paid penalty rates in accordance with clause 18.2 of the Australian Government Industry Award (AGIA). This excludes PC1's as defined by the AGIA.
4. AFTRS will ensure relevant casual employees are paid overtime outside the span of ordinary hours in accordance with clause 19.8(c) of the AGIA. This excludes PC1's as defined by the AGIA.
5. The minimum engagement for a part time employee will be no less than three hours in a day unless otherwise agreed by the employee and their supervisor.
6. To the extent that overtime for Part Time Employees is not dealt with by Clauses 6.14 or 6.18 of the Agreement, AFTRS will ensure relevant employees are paid in accordance with 19.8(b) of the AGIA.
7. AFTRS undertakes to pay eligible employees part day travel allowance as per Schedule F.6.2 of the AGIA.

Best,

Neil Peplow
Chief Executive Officer



Australian Government
Australian Film Television and Radio School

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

**AUSTRALIAN FILM, TELEVISION AND RADIO SCHOOL
ENTERPRISE AGREEMENT 2017**

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PART 1 – TECHNICAL MATTERS

1.1 Title

This agreement shall be referred to as the “AFTRS Enterprise Agreement 2017” (the/this Agreement). The AFTRS will provide access to this Agreement on the School’s intranet, website and hard copies will be available from Human Resources upon request.

1.2 Definitions

In this Agreement:

“Act”	means the <i>Australian Film, Television and Radio School Act 1973</i> as in force from time to time;
“AFTRS / the School”	are interchangeable and mean the Australian Film, Television and Radio School- ABN 19 892 732 021;
“Award”	means the Australian Government Industry Award 2016 as in force from time to time;
“bullying”	means repeated and unreasonable behaviour directed towards a worker or a group of workers that creates a risk to health and safety;
“casual employee (PC1)”	means an AFTRS employee engaged and paid as a casual;
“Council”	means the Council of the Australian Film, Television and Radio School established under the Act and includes a person holding a delegation from the Council which authorises that person to exercise powers and/or perform functions as set out in the provision/s of this Agreement;
“Chief Executive Officer”	means the person appointed under Section 24 of the Act as the Director or the person for the time being, acting as the Director pursuant to Section 31 of the

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	Act, and includes any person authorised by the Director to act on their behalf in relation to this Agreement;
“delegate”	means a person having a delegation from the Council which authorises that person to exercise powers and/or perform functions as set out in the provision/s of this Agreement;
“demoted”	means either reducing a staff member’s salary to a lower point in the same classification range for a period of 12 months or less, or transferring the staff member to a position at a lower classification and salary level than the classification and salary of the position held by them but for which they are qualified;
“discrimination”	means any act of commission or omission that discriminates on the basis of age, sex, sexual orientation, gender identity, intersex status, marital or relationship status, family responsibilities, pregnancy, colour, ethnic or national extraction, social origin, religion, political opinion, trade union affiliation or activity, or mental or physical disabilities;
“employee”	means any person employed by the AFTRS and includes staff;
“excess staff member”	means a staff member whose established position is no longer necessary for the efficient and economical working of the AFTRS, or whose services cannot be effectively used because of technological, structural or other changes in the work methods of the AFTRS or changes in the nature, extent or organisation of the functions of the AFTRS, or whose duties are to be performed at a different locality and who is unable to perform duties at that different locality;
“family”	means any person dependent upon the staff member for care including: <ul style="list-style-type: none"> a) a spouse or de facto (current or former), child, parent, grandparent, grandchild or sibling of the employee, or b) a child, parent, grandparent, grandchild or sibling of a current or former spouse or de facto partner of the employee, including relationships due to adoption, fostering or traditional kinship, without discrimination in interpretation as to race, social origin or sexual preference.
“fixed term employee”	means an employee engaged either full time or part time under a maximum term contract of employment expressed to be for a fixed term of over 1 year or on the date when continuous extensions of a temporary contract in the same role exceeds 1 year;
“FWC”	means the Fair Work Commission;
“Fair Work Act” and “FW Act”	mean the <i>Fair Work Act 2009</i> ;
“full time employee”	means an employee employed on the basis that they are required to work 73 ½ hours per fortnight;
“harassment”	means any behaviour which is unwelcome and which a reasonable person, having regard to the circumstances, would anticipate the person would find humiliating or intimidating;
“higher position”	means a position having: <ul style="list-style-type: none"> i) a different classification, as set out in Attachment A of this Agreement, from, and ii) a salary range, as set out in Attachment A of this Agreement, the base salary of which exceeds the maximum salary of the position held by any given staff member;
“Director of People & Performance”, “Divisional Director”, “Chief Operations Officer”, and “Cost Centre Manager”	mean the person/s holding position/s with these titles or the equivalent as varied from time to time, as set out in the records held in the Payroll Section;
“lower classification”	in relation to a position means a position having:

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- i) a different classification, as set out in Attachment A of this Agreement, from, and
- ii) a salary range, as set out in Attachment A of this Agreement, the base salary of which is lower than the minimum salary of, the position held by the staff member in question;

“normal hours” or “ordinary hours”

- i) means the total hours of 36 $\frac{3}{4}$ hours per week, or an average thereof, and, for a part time staff member means the number of hours the staff member is contracted to work provided they are less than 36 $\frac{3}{4}$ hours per week, and
- ii) for a staff member other than a shiftworker, subject to the Chief Executive Officer’s determination, worked within the limits of 7.00am and 7.00 pm Monday to Friday;

“ongoing employee” means an employee appointed to either a full time or part time position on an ongoing (permanent) basis;

“part time employee” means an employee employed on the basis that they are required to work less than seventy-three and a half hours per fortnight;

“policy development” means significant responsibility for researching and drafting policy;

“probationary employee” means an employee whose appointment to the AFTRS has not yet been confirmed;

“senior executive” means those staff engaged under the Act as a senior executive (management or specialist);

“shiftworker” means a member of staff (including academic staff) rostered to perform ordinary duty outside the period 7am to 7pm, Monday to Friday, and/or on Saturdays, Sunday or public holidays for an ongoing or fixed period.

“staff / staff member” means a person employed by the AFTRS on a temporary, fixed term or ongoing basis;

“supervisor” means a person whose position description states that a responsibility of that position is to supervise;

“temporary employee” means an employee engaged on either a full time or part time basis on a temporary employment contract not exceeding twelve (12) months;

and

“traditional kinship” means a culture’s system of recognised family roles and relationships that define the obligations, rights and boundaries or interaction amongst its members of a self-recognising group. Traditional kinship systems range in size from a single, nuclear family to extended groups within their designated and/or tribal boundaries.

1.3 Coverage

In accordance with section 53 of the *FW Act 2009* (FW Act), this Agreement covers;

- a) the Australian Film, Television and Radio School (AFTRS) in respect of persons employed by the AFTRS and covered by this agreement;
- b) eligible employees of the AFTRS; and
- c) the Community and Public Sector Union (CPSU) and the National Tertiary Education Union (NTEU), if the Fair Work Commission has noted in its decision to approve the Agreement that the Agreement covers the CPSU and NTEU.

This Agreement does not cover the terms and conditions of employment of:

- the Chief Executive Officer;

- senior executive staff, and
- actors or musicians engaged as performers.

For the assistance and guidance of supervisors and employees, particular policies, procedures and guidelines are identified in the relevant clause. These policies, procedures and guidelines do not form part of this agreement. If there is any inconsistency between the policies, procedures and guidelines and the express terms of this agreement, the express terms of the agreement will prevail.

1.4 Commencement and Duration

This agreement commences 7 days after approval by the Fair Work Commission and nominally expires 3 years from the date of commencement.

1.5 Application of Agreement

The operation of this agreement is supported by policies, procedures and guidelines. The AFTRS will provide reasonable consultation with employees prior to making substantive changes to existing policies, procedures or guidelines.

1.6 Individual Flexibility Arrangements

- a) The Chief Executive Officer or delegate and an employee covered by this Agreement may agree to make an Individual Flexibility Arrangement to vary the effect of any of the terms of this Agreement where the arrangement meets the genuine needs of the employee and AFTRS.
- b) A flexibility arrangement must be genuinely agreed between the employee and the CEO. AFTRS must ensure that an Individual Flexibility Arrangement agreed to under this clause:
 - (i) is about permitted matters under section 172 of the FW Act;
 - (ii) does not include unlawful terms under section 194 of the FW Act;
 - (iii) results in the employee being better off overall than if no arrangement was agreed to;
 - (iv) is in writing;
 - (v) is signed by both the employee and by the Chief Executive Officer or delegate and, if the employee is under 18 years of age, is signed by their parent or guardian and the Chief Executive Officer, and
 - (vi) a copy is given to the employee within 14 days after the Individual Flexibility Arrangement is agreed to.
- c) The Chief Executive Officer or delegate or the employee may terminate the Individual Flexibility Arrangement by giving not more than 28 days written notice to the other party to the arrangement, or at any time by agreement between the employee and the Chief Executive Officer or delegate in writing.

PART 2 – CODE OF CONDUCT

2.1 Code of Conduct

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The parties to the Agreement agree that the AFTRS and employees must behave honestly and with integrity, without discrimination, and act with care and diligence.

In particular employees must:

- a) treat everyone with respect and courtesy and without coercion, bullying or harassment of any kind;
- b) comply with all applicable laws and any instrument made under such laws;
- c) maintain appropriate confidentiality about any dealings relating to AFTRS employment and comply with Privacy legislation;
- d) not provide false or misleading information in response to a request for information that is made for official purposes;
- e) comply with any lawful and reasonable direction given by someone in the AFTRS who has authority to give the direction;
- f) disclose the details of any material personal interest that relates to the affairs of AFTRS and take reasonable steps to avoid any conflict of interest (real or apparent) in connection with their employment;
- g) use AFTRS resources in a proper manner;
- h) perform functions and discharge duties in good faith and for a proper purpose (the efficient, effective, economical and ethical means of achieving AFTRS' objectives and performing AFTRS' functions);
- i) not make improper use of inside information, or their duties, status, power or authority in order to gain or seek to gain a benefit or advantage for themselves or another person or cause detriment to AFTRS, the Commonwealth or any other person;
- j) at all times behave in a way that upholds the AFTRS Values and the integrity and good reputation of the AFTRS, and
- k) not consume alcohol, legal drugs or other substances to the extent that they adversely affect performance during working hours.

A breach of any element of the Code of Conduct may result in an allegation of misconduct except clause (j) in the instance of disclosure under the *Public Interest Disclosure Act 2013* or "whistleblowing" unless the complainant is aware at the time that it is not grounded in fact.

2.2 External Remuneration

Except with the prior written approval of the Chief Executive Officer or delegate, no staff member should receive any fee, reward or remuneration of any kind (other than official salary and allowances) for services in connection with the AFTRS performed either in or outside hours of duty.

2.3 Outside Employment

No staff member will engage in other employment (paid) during or outside official hours of duty without the prior written consent of the Chief Executive Officer or delegate.

PART 3 – FORMS OF EMPLOYMENT AND ENGAGEMENT

3.1 General

AFTRS will engage employees on an ongoing, fixed term, temporary or casual basis, either full time or part time.

3.2 Forms of Employment

a) The AFTRS may, should it choose, employ staff on a fixed term basis limited to where they meet one of the following criteria.

- Technical Trainees.
- Curriculum development or formal teaching responsibilities (academic work).
- Direction, strategy or policy development responsibilities.
- Creative publishing as the primary role.
- Media liaison as the primary role.

b) Fixed Term Employment for a Specified Period (not covered by 3.2(a))

The AFTRS may engage staff not covered by sub-clause 3.2(a) of this Agreement for a fixed period or specific task provided the employment exceeds 12 months but is not of an ongoing nature (may include employment for a fixed term project, where funding is external and limited, to trial a new structure or program within the AFTRS, or to fill the position of a staff member on extended leave). .

c) Temporary and Casual Employment

Where it is necessary to employ persons to provide short-term relief for leave and other purposes, the Chief Executive Officer or delegate may approve casual or temporary employment. Casual employment should be limited to short term or irregular employment.

d) Part Time Employees

Staff in any classification may be employed as part time staff for an agreed number of regular hours which is less than 73 ½ per fortnight.

A full time staff member may apply to the AFTRS to work part time for a specified period or, if an ongoing employee, on an ongoing basis. This approval is subject to the AFTRS' operational requirements and, if granted, in the case of a nominated period the staff member may, or may be required at the end of the nominated period, to revert to full time employment. No full time staff member shall be forced to accept part time employment.

PART 4 – ESTABLISHMENTS

4.1 Classification Structure for Non-Academic Staff

The AFTRS classification structure is comprised of AFTRS Officers 1 to 8.

Junior rates apply for the AFTRS 1 classification at the following percentages of the minimum salary point.

Under 18 years	60%
18 years	70%
19 years	81%
20 years	91%

It is not expected that staff will be appointed at the highest available salary point in the new structure. The Chief Executive Officer or delegate may, however, appoint staff at the highest level based on individual merit.

4.2 Classification Structure for Academic Staff

- a) On commencement of this Agreement the Academic classification structure will consist of Academic 2, Academic 3 tier 1 (salary steps 1 to 3), Academic 3 tier 2 (salary steps 4 and 5), and Academic 3 tier 3 (salary step 6). The tier applicable to each position will be based on the AFTRS Work Level Standards.

4.3 Technical Trainees

Existing classification structures will remain for Technical Trainees and junior rates will continue to apply. Please refer to Attachment A.

4.4 Course Runners

Course runners may be engaged on a casual basis to provide basic, general assistance on courses or other training. This category of employee would normally be expected to be a current AFTRS student, a student within another arts organisation, or a recent graduate of an AFTRS or arts course. They will, wherever their duties allow, be able to sit as an observer on the training. They will be paid in accordance with the AFTRS 1 classification rate.

4.5 Reclassification of Positions

All positions will be classified based on the Work Level Standards. The Work Level Standards are as agreement between the parties to the Agreement.

The Chief Executive Officer or delegate may reclassify any position if they are satisfied that the duties, work level and responsibilities of that position have been significantly altered, subject to the following.

- a) The Work Level Standards will be used in reviewing all positions. In exceptional circumstances the market value or shortage of appropriately skilled people for specific roles may be considered.
- b) If the position is occupied the occupant will be consulted about the proposed duty statement and classification.
- c) If the position is occupied and is reduced in classification the AFTRS will endeavour, with the staff member's agreement, to transfer the occupant to a position at the same classification and salary as the original position. If a suitable position is not available or the staff member chooses not to be transferred, the staff member will be able to elect to either:
 - (i) retain the employment in the position and maintain their salary at their current salary rate until the lower classification level salary rate has met the employee's salary, or
 - (ii) be offered redundancy under Part 18 of this Agreement.

Any action relating to salary maintenance under this sub-provision is subject to the grievance procedures as per Part 14 of this Agreement.

4.6 Conversion of Position to Part Time

Where a position which is occupied by a full time staff member is converted from a full time to a part time position, the staff member shall be offered part time employment in the role. If the staff member wishes to remain employed on a full time basis they shall automatically become an unattached staff member and the AFTRS will take reasonable action to redeploy the staff member to a suitable vacant full time position at the same classification level as the staff member's original position. If this is not practical the staff member will be declared an excess staff member and the processes in clause 18.3 of this Agreement will apply.

4.7 Transfers

The Chief Executive Officer or delegate may transfer at the initiative of the AFTRS, or approve the transfer of a staff member at their request, to a position of the same classification.

PART 5 – RECRUITMENT AND APPOINTMENT

5.1 Fixed Term Contract Employment

Staff not occupying ongoing positions will be employed on fixed term contracts for periods of up to six (6) years (aggregated initial contract and extensions) or for teaching staff, to the expected graduation date that academic year. AFTRS reserves the right not to extend a contract provided that at least three (3) months prior to the expiry of a fixed term contract the AFTRS provides the staff member with written notice.

All positions will be reviewed on vacancy and the criteria outlined in clause 3.2 will be applied to determine if a vacant position is to be filled on an ongoing or fixed term basis.

5.2 Fixed Term Contract Extensions

Subject to the continuing need for the position, the vacancy will be filled following merit selection of suitable applicants. This will occur after a staff member has been employed in the role for 6 years (aggregated contract and extensions) or, in the case of teaching staff whose contracts are extended to the expected graduation date of an academic year, the graduation date of that year. All long-term substantive vacancies will be filled based on merit. The exception may be where the Chief Executive Officer or delegate determines to transfer an existing staff member at level as per clause 4.7 of this Agreement.

5.3 Requirements for Appointment

- a) Ongoing and fixed term positions may only be offered to Australian citizens or permanent residents. The Chief Executive Officer or delegate has the right to waive the Citizenship or Permanent Residency requirement in exceptional circumstances on a case by case basis and subject to visa restrictions.
- b) All staff must provide proof of identification and of citizenship or residency on appointment. Failure to do so within a reasonable time may result in the appointment being terminated.

- c) Staff may be required to undergo a medical examination by a medical practitioner chosen by the Chief Executive Officer or delegate prior to commencing employment or as soon as practical thereafter, to assess their medical fitness for that role. The AFTRS will pay all related costs. Failure to meet the medical requirements may result in the appointment being terminated.
- d) Staff in identified positions will be required to satisfactorily complete other external checks at any time e.g. working with children, criminal history etc. Staff who are unable to meet the external check requirements may have their appointment terminated.

5.4 Probation and Confirmation of Employment

Unless the Chief Executive Officer or delegate waives the requirement for probation, employment at the AFTRS will be on a 6 month probationary basis. Staff members' contract of employment will specify the period of probation. Where the nature and particular circumstances of a staff member, assessed on a case by case basis, require, probation will be extended but will not exceed 12 months. Upon the satisfactory completion of the probationary period, the staff member's employment in the position will be confirmed.

5.5 Termination of Employment during the Period of Probation

Where it is necessary to terminate a staff member's employment during their period of probation on account of unsatisfactory performance, or for any other reason determined by the Chief Executive Officer in accordance with provisions relating to termination of employment during probation, then 1 months' notice or 1 months' pay in lieu of notice shall be given. Probationers are subject to misconduct provisions.

5.6 Notice Period on Resignation

Fixed term and ongoing staff

Academic 3/AFTRS 8 equivalent and above	8 weeks
Academic 2/ AFTRS 7 equivalent	4 weeks
All other staff	3 weeks
Temporary staff	1 week

The Chief Executive Officer or delegate may waive the notice period on a case by case basis.

If the employee fails to give the required notice, or to negotiate a waiver of notice, AFTRS may withhold from any monies due to the employee on termination under this Agreement, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required under this provision less any period of notice actually given by the employee.

PART 6 – REMUNERATION

6.1 Classifications and Salary Rates

From the date this agreement commences operation, AFTRS' staff shall be employed in classifications and be paid salaries in accordance with Attachment A of this Agreement.

6.2 Salaries

Salary shall be paid to all staff on a fortnightly basis on the designated payday for the pay period immediately preceding the payday.

Fortnightly salary = $\frac{\text{Annual salary} \times 12}{313}$

Consideration will not be given to payment in advance unless otherwise specified in this Agreement or as part of final monies on cessation of employment. Payment will be by electronic funds transfer and payslips will be delivered electronically wherever practical.

6.3 Christmas Paydays

As a result of Public Holidays and the AFTRS shut down between Christmas and New Year it may be necessary to alter the scheduled payday. Changes to payday dates will be as minimal as possible and staff will be provided with reasonable notice.

6.4 Rates of Pay

The salary increases to apply are as follows.

- a) A 3% increase on commencement of the Agreement.
- b) A 2% increase from the first anniversary of the commencement of the Agreement.
- c) A 1% increase from the 18 month anniversary of the commencement of the Agreement.

Pay increases will be processed on the first practical payday following the date of effect.

6.5 Individual Variable Remuneration

The Chief Executive Officer may approve supplementation of an individual employee's remuneration at any time.

6.6 Additional Salary in Lieu of Overtime, Time in Lieu and Formal Flextime Provisions.

Staff at the AFTRS 6 Level

All staff at the AFTRS 6 level shall be given the option to make a one off election to:

- (i) waive their access to overtime, time in lieu and formal flextime provisions, and,
- (ii) receive salary in accordance with the AFTRS6X classification salary scales at Attachment A of this Agreement.

The election will take effect on the first payday following their election. It would generally be expected that the average hours worked per fortnight would be 73 ½ hours.

Staff who have elected to receive salary in accordance with the AFTRS 6X classification salary scales may, if they are to commence regular shiftwork, return to the AFTRS 6 classification salary and provisions. This provision may only be accessed by any staff member once within 3 months of the commencement of this Agreement.

6.7 Salary on Commencement

Salary on commencement of employment with the AFTRS will be at the base of the salary range for a position unless special circumstances warrant consideration for payment above the base level. Requests for payment of salary above the base salary will be referred to and determined by the Chief Executive Officer or delegate. Where a staff member has been performing the duties of a higher position and is appointed to that position, they shall not suffer any reduction in their remuneration and may receive the same increments as if they had, during the period of their temporary service in the higher position, been appointed occupant of that position.

6.8 Payment of Salary in Advance

A staff member may elect to be paid in advance at the commencement of recreation leave, maternity leave, or long service leave for all salary due on pay days falling within the approved period of leave, provided notice is given on the leave application at least 2 weeks before the commencement of the leave.

6.9 Increments

- a) Staff shall be entitled to annual increments within the salary ranges applying to their classification subject to certification that their work performance, including conduct, diligence and efficiency, is satisfactory.
- b) Staff will be advised 1 month in advance of the increment date if there will be a recommendation to refuse to grant the increment. Staff have the right to appeal this recommendation under the AFTRS Grievance Procedure.
- c) Where a staff member temporarily performs the duties of a higher position for a continuous period of more than 12 months, they will, after the completion of each period of 12 months performance of those duties, be granted increments of higher duties allowance of the same amounts as are payable as increments of salary to an employee occupying the higher position, subject to certification as in sub-clause 6.9(a) of this Agreement.

6.10 Higher Duties Allowance and Partial Higher Duties Allowance

Subject to the following provisions, a staff member who is directed to perform all of the duties of a higher position shall be paid a higher duties allowance in respect of the performance of those duties.

- a) The Chief Executive Officer or delegate will, at their discretion, approve the payment of a Higher Duties Allowance to a staff member who performs the duties of a higher position when the occupant of the higher position is absent from duty on leave, on duty overseas or absent from duty as a result of any other working arrangements enabling reduced attendances.
- b) A partial Higher Duties Allowance may be paid if, in the opinion of the Chief Executive Officer or delegate, the relieving staff member is not performing the full range of duties of the higher position.

However, in all cases where a higher duties allowance is payable and where the full responsibilities of the higher position are undertaken or required to be undertaken (whether they have to be performed during the period of higher duties or not), the relieving staff member will be paid higher duties allowance of an amount specified in the definition of Higher Duties Allowance.

- c) Where a staff member temporarily performs the duties of a position the conditions of service of which differ from those of the position normally occupied by the staff member, they shall be subject to the conditions of service of the higher position.
- d) A staff member, who at the time of proceeding on approved leave with pay was in receipt of a Higher Duties Allowance, shall continue to be paid the allowance to the extent that the Chief Executive Officer or delegate certifies that the allowance would have been paid but for the grant of leave. Where the leave with pay is less than full pay, payment of the allowance shall be made on a pro rata basis. This period of leave shall be included as service in the higher position for the purposes of the granting of increments.

6.11 Periods to be Regarded as Service in Higher Positions

Where a Higher Duties Allowance is payable and the maximum salary of the higher position in which a staff member relieves does not exceed the maximum of the Academic Level 2 in the case of Academic staff or the maximum of the AFTRS Level 6 for other staff, the relieving staff member is, provided the period of performance of the higher level duties is at least 1 day, eligible for payment of higher duties allowance for the full period of relieving service in the higher position. In all other cases at least 1 week relieving in the higher position must be undertaken to be eligible for payment of higher duties allowance.

6.12 Extra Responsibility Allowance

- a) An Extra Responsibility Allowance may be payable to staff in recognition of temporary additional responsibilities assumed when not on higher duties in another position. Payment of an Extra Responsibility Allowance must be approved by the Chief Executive Officer or relevant Divisional Director and should correlate with the appropriate Work Level Standards.
- b) Where a staff member is receiving an Extra Responsibility Allowance and their total remuneration is of a level where the conditions of service differ from those which would apply without the Extra Responsibility Allowance, they shall be subject to the conditions of service of the higher remuneration.
- c) A staff member who, at the time of proceeding on approved leave with pay was in receipt of an Extra Responsibility Allowance, shall continue to be paid the allowance to the extent that the Chief Executive Officer or relevant Divisional Director certifies that the allowance would have been paid but for the grant of leave. Where the leave with pay is less than full pay, payment of the allowance shall be made on a pro rata basis.

6.13 Recovery of Overpayments

Overpayments arising from errors in calculation of salary are recoverable by the AFTRS. When overpayments are identified, Payroll will contact the staff member concerned and advise them of the fact of the overpayment, the amount involved, and the options and timeline for repayment.

6.14 Overtime Payments

- a) Staff members, depending on management priorities and workload requirements, will not be unreasonably required to work excessive and/or unsociable hours. Where the requirements laid down in this Agreement relating to the payment of overtime are met, staff members are entitled to extra payment for working overtime. The working of overtime should be avoided unless the Cost Centre Manager considers that it is not possible for essential work to be completed by other means. A staff member may refuse to work hours in excess of ordinary hours on a given day for reasons that may include, but need not be limited to, the staff member's family responsibilities or the pre-arranged personal commitments of the staff member.
- b) Where practicable twenty-four hours notice will be provided.
- c) Except with the approval of the Chief Executive Officer staff whose salary exceeds the maximum of an AFTRS Level 6 shall not be entitled to be paid overtime.
- d) Overtime Payments Where Overtime is Worked
 - (i) All employees, other than shiftworkers but including part time employees, must have worked 73 ½ hours in the fortnight before they are entitled to the payment of overtime.
 - (ii) All work performed outside the bandwidth for staff covered by flextime provisions, or outside normal or agreed daily hours for staff not covered by flextime provisions, on days other than Sunday and Public Holidays shall be paid for at the rate of time-and-one-half for the first three hours and double time thereafter.
 - (iii) For all overtime worked on Sundays payment shall be made at the rate of double time.
 - (iv) For all overtime worked on Public Holidays payment shall be made for the overtime worked at the rate of double time and a half except where a staff member works on both Christmas Day falling on Saturday or Sunday and a substitute holiday where one day will attract payment at the public holiday rate and the other will be paid at the non-holiday Saturday or Sunday as appropriate.
 - (v) Overtime shall be calculated to the nearest quarter of an hour of the total amount of overtime to be claimed in each fortnightly period.
 - (vi) A staff member's salary for the purpose of calculating overtime shall include any allowance in the nature of salary.
 - (vii) The hourly rate for overtime payment shall be calculated by applying the following formulae:

Time and one half rate

$$\frac{\text{Annual Salary}}{313} \times \frac{6}{36.75} \times \frac{3}{2}$$

Double time rate

$$\frac{\text{Annual Salary}}{313} \times \frac{6}{36.75} \times \frac{2}{1}$$

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Shiftworkers are entitled to double time for overtime worked on Saturdays provided it is not continuous with ordinary duty.

e) Overtime for Part time Staff

- (i) Part time staff are not eligible for additional payment for overtime worked on weekdays except where they have already worked 73 ½ hours in that fortnight.
- (ii) A part time staff member who is not a shiftworker is entitled to the following penalty payments in respect of duty which is performed on a weekend:
 - a. 50% Saturday duty penalty for the first three (3) hours and 100% thereafter;
 - b. a payment of single time additional to the ordinary rate of pay for Sunday duty.

6.15 Relief for Duty for Rest Purposes

A staff member who has not had at least 8 consecutive hours plus reasonable travel time (2 hours unless special circumstances apply) off duty between the completion of overtime and the commencement of their ordinary hours of duty on the next day, shall be released from duty after the completion of overtime without loss of pay for ordinary hours of duty until they have had the required hours off duty. If the AFTRS requires a staff member to resume or continue work without having had the required time off duty the payment shall be at double time until released from duty for that period. The person shall then be entitled to be absent for 8 consecutive hours plus reasonable travel time without loss of pay for ordinary hours of duty occurring during that absence.

6.16 On Call Allowance

Where a staff member is required and directed, prior to ceasing duty, to be contactable and available to return to duty the staff member will be entitled to be paid an on-call allowance for each period of up to 24 hours (or part thereof) of:

- a. \$20.60 – Monday to Friday
 - b. \$30.90 – Saturday and Sunday
 - c. \$46.35 – Public Holidays
- a) A member of staff may refuse to be placed on call. Payment will be retrospective. On Call Allowance will not count as salary for any purpose. These allowances will increase in line with general wage increases in this agreement.

6.17 Emergency Duty

- a) This provision only applies to employees who are eligible for overtime unless approved by the Chief Executive Officer or delegate.
- b) Where a staff member is called to AFTRS premises to meet an emergency at a time when they would not ordinarily have been on duty, and no notice of such call was given to them prior to their ceasing duty on their ordinary shift, they shall be paid for such emergency duty at the rate of double time. The time for which payment shall be made shall include time necessarily spent in travelling to and from duty. The minimum payment shall be for 2 hours at double time. Should this fall on a public holiday, the minimum payment shall be for 2 hours at double time and a half.

- c) Where the Chief Executive Officer or delegate determines it is essential in the interests of health that respite from work be granted to a staff member who has been called up for emergency duty, the staff member may be relieved from duty on their next regular shift without deduction from salary for a period not exceeding the number of hours' emergency duty worked.

6.18 Minimum Payment for Separate Overtime Attendance

- a) Where a staff member is required to perform overtime duty and this duty is not continuous with ordinary hours, the minimum overtime payment for each separate overtime attendance will be for 4 hours at the overtime rate prescribed by provision 6.14. Meal periods will be disregarded in determining whether an overtime attendance is or is not continuous with ordinary hours.
- b) Where an overtime attendance not continuous with ordinary hours involves duty both before and after midnight, the minimum payment provisions in the previous paragraph shall be satisfied when the total payment for the whole of the attendance equals or exceeds the minimum payment applicable to 1 day. Where a higher overtime rate applies to one of the days, the minimum payment shall be calculated at the higher rate.

6.19 Meal Breaks and Meal Allowance during Overtime

A meal break should be taken at least every 5 hours. A meal allowance at the rate specified as the Reasonable Allowances Amount for Meal Allowances in Taxation Rulings as varied from time to time is payable when overtime includes the periods:

- 0700 to 0900;
- 1200 to 1400;
- 1800 to 1900, or
- midnight to 0100.

6.20 Time-in-lieu of Overtime Payment

A staff member who is eligible for payment of overtime may be granted time off in lieu of payment for overtime worked subject to agreement between the staff member and their supervisor. The following provisions will apply.

- a) Time in lieu will be calculated on the overtime rates applying for the time worked.
- b) It should be taken within 10 working days of the overtime being worked at a time agreed between the staff member and their supervisor. If this is not possible it may accumulate beyond that with the prior approval of the Chief Executive Officer or delegate.
- c) Under no circumstances should supervisors allow staff to carry an excessive amount of time-in-lieu for lengthy periods. Any time-in-lieu over 10 days at the end of a pay period will be paid as overtime.
- d) Outstanding time-in-lieu credits will be paid out to staff in December and June of each year subject to attendance records being up to date and forwarded to the Payroll Department.

6.21 Arrangements for Senior Staff not Eligible for Overtime

- a) This clause applies to all staff not eligible for overtime.
- b) The working arrangements for senior staff should be agreed with their supervisor through discussion. Where agreement cannot be reached, working arrangements will be determined by AFTRS. In reaching agreement on working arrangements, supervisors and these staff should have regard to:
 - (i) the operational requirements, workload and priorities of the area, which need to be reflected in performance agreements;
 - (ii) the need for these staff to balance work and personal life, and
 - (iii) any other relevant factors.
- c) The parties to this Agreement recognise that the hours of duty of these senior staff are not regular or easily categorised. Supervisors have an obligation to allow these staff flexibility in their working arrangements, including hours of work, and have the authority to grant time off in recognition of additional hours worked, where it is considered such hours are in excess of agreed working arrangements. It is expected these arrangements will be agreed in advance of the additional hours being worked. This means that supervisors should, as appropriate, agree to absences, including whole days and that discussion about working hours should be ongoing. Such absences do not need to be covered by official leave. However, time off will not be granted on an exact time for time basis.
- d) There will be no payment in lieu of any additional hours worked under this provision.

6.22 Academic Workload Model

- a) “Academic work” means a combination of assigned and self-directed work which includes but is not limited to: teaching and training (face-to-face, distance and online, mentoring, preparation and assessment, course development, management and evaluation, screenings and feedback, and supervision; Industry research and development (pure and applied research, maintaining industry currency, industry specific research/partnerships, and internal and external dissemination of research findings); administration (scheduling productions, management duties, meetings and Committees/Boards), and Community related (outside appearance/work, special projects and partnerships, managing external inquiries).
- b) “Academic Workload Model” is a Division-specific, documented guide to the agreed individual allocation of academic staff work, subject to approval by the Divisional Director, aligned with the AFTRS’ objectives and priorities, and reviewed at least twice yearly based on the notional basis of 36.75 ordinary weekly hours averaged over a period to be determined by each Division.
- c) Unsociable Hours of Work – Academics
 - (i) “Unsociable Hours” in this clause refers to any form of coursework running after 7pm Monday to Friday, on weekends or on public holidays. This clause does not apply to staff working on rosters and in receipt of penalty payments.
 - (ii) Academic staff shall not be required to work excessive and/or unreasonable unsociable hours. It is expected that work to be undertaken during unsociable hours will be identified and agreed through the Academic Workload Model process.

- (iii) Staff should receive at least 2 weeks notice of work to be undertaken during unsociable hours outside of that agreed through the Academic Workload Model process. Staff may reasonably refuse to work unsociable hours under this sub-clause for reasons that may include, but need not be limited to, the academic staff member's family responsibilities, pre-arranged personal commitments of the staff member or religious conviction of the staff member.

d) Unsociable Hours Allowance

Academic staff required to work unsociable hours that exceed the standard weekly working hours of 36.75 hours, or where less than 2 weeks notice has been provided, may either take an equivalent amount of time in lieu within the next month or receive an unsociable hours allowance of \$65 per hour on approval of the Chief Executive Officer or delegate. The allowance will not count as salary for any purposes.

6.23 Shift Duty – Penalty Payments

- a) A shiftworker whose normal hours include a shift, any part of which falls between the hours of 7pm and 7.00 am Monday to Friday, and who performs duty on that shift, shall be paid an additional 15% of their salary for that shift.
- b) A shiftworker whose normal hours include a shift between midnight on Friday and midnight on Saturday, and who performs duty on that shift, shall be paid an additional 50% of their salary for that shift.
- c) A shiftworker whose normal hours include a shift between midnight on Saturday and midnight on Sunday, and who performs duty on that shift, shall be paid an additional 100% of their salary for that shift.
- d) A shiftworker whose normal hours include a shift on a public holiday, and who performs duty on that shift, shall be paid an additional 150% of their salary for actual time worked on that shift.
- e) Where a shiftworker is required to work their ordinary hours continuously for a period in excess of 4 weeks on a shift falling wholly within the hours of 7pm to 7am, the shiftworker shall be paid, with respect to that shift, and additional 30% of their salary for that shift.
- f) The additional payments prescribed in this provision shall not be taken into account in calculating overtime or in the determination of any allowance based upon salary, nor shall they be paid with respect to any shift for which any other form of penalty payment is made.
- g) The period for which the additional payments prescribed by this provision shall be paid and shall be calculated to the nearest quarter hour of the total time to be claimed in the fortnightly period in which the relevant shift/s were worked.
- h) Additional payment for ordinary duty, as prescribed in this provision, shall be made in respect of any such duty which the staff member would have performed had they not been on approved recreation leave.
- i) Only shiftworkers may participate in a formal Rostered Day Off program.

6.24 Shift Duty – Notification of Rosters

- a) Shiftworkers will be informed in writing of the hours of commencement and cessation of their roster shifts (called the normal rostered hours).
- b) The normal rostered hours may be changed at any time. Where less than seven (7) days notice has been given to a shiftworker and they are required to perform duty outside the previous normal rostered hours, payment will be made at the appropriate overtime rate for duty performed outside the previously rostered days/hours and at the ordinary rate for duty which falls within the previous normal rostered days/hours. This provision will apply to shiftworkers at all classification levels whether normally entitled to overtime or not.
- c) Places in shift rosters may be interchanged by agreement between shiftworkers and the appropriate supervisor.
- d) The standard shift cycles are 36 $\frac{3}{4}$ hours within seven (7) consecutive days; 73 $\frac{1}{2}$ hours within fourteen (14) consecutive days, or 147 hours within twenty-eight (28) consecutive days. The introduction of shift work, or a new roster, or an arrangement of shift cycles other than the standard cycles, may only be made after consultation with the relevant shiftworker or their chosen representatives. Shiftworkers shall also be consulted when asked to work more than the average hours of a standard shift cycle.

6.25 Superannuation

- a) AFTRS is an approved authority for the purposes of the *Superannuation Act 1976*, the *Superannuation Act 1990*, the *Superannuation Act 2005*, and the *Superannuation (Productivity Benefit) Act 1988*. Employees should consult these Acts for further information. AFTRS will provide a link from the AFTRS website to the Commonwealth Superannuation Corporation and AustralianSuper websites for the purpose of employees' access to information.

Subject to eligibility, all employees will be given the opportunity to join the Public Sector Superannuation Scheme Accumulation Plan (PSSap) and be provided with access to the Product Disclosure Statement. All employees who accrue recreation and personal leave will be deemed to be Fortnightly Contribution Salary members for the purposes of the PSSap. All other employees will be deemed to be Ordinary Time Earnings members. This means that employer superannuation contributions may vary from pay period to pay period.

Payments to all funds not administered by the Australian Reward Investment Alliance will be paid in accordance with the *Superannuation Guarantee (Administration) Act 1992*.

In the case of employees not electing membership of an eligible superannuation fund the default fund is AustralianSuper.

Employer superannuation contributions will vary according to the employee's choice of fund.

- b) Staff 54 years and over may elect to sacrifice up to 100% of their salary into an eligible superannuation fund subject to the following:
 - (i) staff will receive the total remuneration which would have been available to them should they have decided not to package their salary;
 - (ii) all legislative requirements will be adhered to;

- (iii) costs involved in administering the salary packaging will be met by the staff member through the salary packaging process;
- (iv) there will be no additional cost to the AFTRS, and
- (v) where employees take up the option of remuneration packaging on a 'salary sacrifice' basis, the employee's salary for all purposes will be determined as if the salary sacrifice agreement had not been entered into.

6.26 Corporate Responsibility Recognition

a) Senior First Aid Officer Allowance

An employee who possesses a current First Aid Certificate and has been approved by the Chief Executive Officer or delegate to undertake First Aid duties will be paid an allowance of \$515 per year.

b) Health and Safety Representative Allowance

An employee who has been appointed to be a Health and Safety Representative and who has completed the appropriate training is entitled to an allowance of \$515 per year.

c) Emergency Warden

An employee who has been appointed to be an Emergency Warden and who has completed the appropriate training is entitled to an allowance of \$515 per year.

d) Harassment Contact Officer

An employee who has been appointed to be an Harassment Contact Officer and who has completed the appropriate training is entitled to an allowance of \$515 per year.

- e) These allowances are not regarded as salary for the purposes of calculating overtime or any other penalty payment but are regarded as salary for the purposes of superannuation.
- e) These allowances will increase in line with general wage increases in this agreement
- g) Part time staff in receipt of an allowance will receive a pro rata amount.
- h) An employee who is unavailable for periods of 4 weeks or longer to perform the above duties is not entitled to be paid the Allowance. Further information can be found in the Corporate Responsibility Policy.

6.27 Community Language Allowance

Where a staff member is called on to use their particular language skills (other than English) in the course of their employment, an allowance of \$36.05 will be paid for each separate pay fortnight the staff member is required to use their language skills. These allowances will increase in line with general wage increases in this agreement.

6.28 Casual Engagements (PC1s)

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The parties to the agreement acknowledge the necessity for the AFTRS to acquire assistance on an irregular and/or intermittent basis to provide the optimum learning experience for students.

It is agreed that the facility for flexible remuneration is required but that at a minimum the following will apply for this category of engagement.

- a) The pay rates for production and technical employees as contained at Attachment B of this Agreement or the pay rates for the most similar classification contained at Attachment A of this Agreement.
- b) In the case of employees, unless a casual loading is already included in the calculated rate, a 20% loading in lieu of payment for paid leave (other than long service leave), public holidays where the employee is not rostered to work, notice of termination, and redundancy provisions will be added. Any other entitlements shall be consistent with the *FW Act*.
- c) The only other provisions in the Agreement covering casual employees (PC1s) are:
 - Clauses 1.1-1.5;
 - Clause 2.1;
 - Sub-clause 3.2(c);
 - Clauses 6.13, 6.28 and sub clause 6.25(a);
 - Clauses 11.12, 11.13, 11.16 and 11.28;
 - Clauses 13.1, 13.2 and 13.3;
 - Part 14;
 - Part 17, and;
 - Clauses 19.1 and 19.4

PART 7 – PERFORMANCE MANAGEMENT

7.1 Performance Review Program

The purpose of the Performance Review Program is to:

- review the currency of the duty statement;
- identify and agree on performance goals and an action plan for the next 12 months consistent with the objectives of the Corporate Plan;
- review performance against the agreed performance indicators for the previous year, and
- identify training and development needs.

The components of the program are dependent on agreement between the staff member and the manager. Agreed training and development needs identified as part of the Performance Review Program must be given priority by both Manager and staff member.

The Performance Review Program is transparent, consistently applied throughout the AFTRS and any disagreement is referred to the Chief Executive Officer or delegate for review.

PART 8 – STAFF TRAINING AND DEVELOPMENT

8.1 Assistance for External Studies

Where a staff member undertakes formal studies relevant to the needs of the AFTRS, the Chief Executive Officer or delegate may approve studies assistance, financial assistance and study leave. For more information, refer to the External Studies Policy.

8.2 Professional Development

- a) All staff members engaged to be employed for a period exceeding 12 months shall be eligible to up to 2 weeks of non-accruable paid leave during the life of this agreement for the purpose of undertaking professional development.
- b) The grant of leave under this section is subject to prior written application to the Chief Executive Officer or delegate, and to the Chief Executive Officer or delegate being satisfied as to the professional development activity to be undertaken. The timing of leave will be subject to operational considerations. Related fees will not be paid by AFTRS.
- c) Subject to operational efficiency and available places staff may attend AFTRS lectures, seminars etc. at no cost to the staff member, provided their supervisor determines it is a professional development activity.

8.3 Research Opportunities

Where research opportunities, as defined in the AFTRS research strategy, are of direct benefit to the AFTRS the staff member may apply to the Chief Executive Officer for paid leave to pursue them. Where research opportunities may be proposed that are outside of any specifically identified strategy, the staff member may still apply to the Chief Executive Officer for paid leave to pursue them. Approval will be subject to the Chief Executive Officer being satisfied as to the relevance to the AFTRS or industry and the timing of leave will be subject to operational considerations. Professional Development Leave may be accessed for research opportunities.

8.4 Career Transition Program

- a) The AFTRS acknowledges its responsibility to assist staff, especially those on fixed term contracts in the last year of their contract, in returning to Industry or an alternate career. This may involve resume and/or interview training, financial counselling, advertisements, opportunities to speak at conferences etc. Fixed term staff who are leaving AFTRS employment following a minimum of 6 years engagement as a staff member will be entitled to have costs for the service outlined in this clause, or similar services relating to career transition, reimbursed on provision of a receipt or paid directly by AFTRS, to a maximum of \$4000 per staff member.
- b) To assist staff, 54 years and over, in preparing for career changes and retirement the AFTRS will pay a one off reimbursement of up to \$350 for financial advice on presentation of a receipt.

8.5 Cultural Development Leave

The purpose of this provision is to encourage and enable staff (not including temporary staff) to maintain their contact with and take an active interest in our Industries. For the life of this agreement each staff member will be entitled to 1 day leave each calendar year to engage in Industry related activities. Should a staff member not access this leave they will receive a payment of \$329.60 on the payday prior to the annual shutdown to contribute towards the cost of Industry related, out of hours activities. Payment will

not be made to staff not receiving another form of salary during that pay period. These allowances will increase in line with general wage increases in this agreement.

8.6 Reimbursement of Professional Association Membership Fees

The AFTRS will pay Professional Association (or equivalent) membership fees for each staff member subject to the following.

- A payment limited to one membership fee for each staff member per financial year will apply.
- A maximum amount of AUD\$550 per staff member per financial year will apply.
- The association (or equivalent including licensing fees and international memberships) must be related, but not necessarily be essential, to the staff member's duties at the AFTRS.

PART 9 – WORK/LIFE BALANCE

9.1 General

Employees may request flexible working arrangements in accordance with the FW Act.

The AFTRS will consider work life balance issues in the development and implementation of its policies and practices.

9.2 Dependent Care

The Chief Executive Officer may authorise the payment of reasonable additional dependent care costs resulting from a staff member's conference attendance or work related travel, subject to approval of costs being sought in advance. Staff are expected to take all reasonable steps available to avoid/minimise such costs to the AFTRS.

PART 10 – ATTENDANCE AND ABSENCE

10.1 Attendance

Staff members are required to attend for duty on each day of the week for which work is scheduled unless they are on approved leave.

10.2 Hours of Duty

- a) Normal working hours to be observed by staff members are as set out in the definition of "normal hours" in 1.3 of this Agreement. Such staff members shall take an interval of at least 30 minutes for lunch between 12 noon and 2 pm on each working day. Additional breaks will be taken as needed to meet health and safety requirements.
- b) Where, in the interests of the AFTRS, the nature of duties of any staff member does not permit attendance as prescribed in sub-clause 10.2(a) of this Agreement, other hours of duty may be specified by the Chief Executive Officer or delegate.

- c) The averaging of working hours and related provisions as determined by the FW Act will be adhered to.

10.3 Attendance Records

- a) All staff who receive a salary equal to or less than the maximum for an AFTRS Level 6 (other than those who have elected salary in lieu under clause 6.6) and all shiftworkers are required to complete an attendance record ("flex sheet") for each fortnightly pay period, setting out their daily times of commencement and cessation of duty, unless formally exempted from doing so by the Chief Executive Officer.
- b) Staff members not required to complete an attendance record under sub-clause 10.3(a) of this Agreement must keep a record of working hours as agreed with their supervisor for audit purposes.
- c) Staff members exempted from completing fortnightly attendance records (refer sub-clause 10.3(b) of this Agreement) will not be entitled to payment of overtime unless, in the opinion of the Chief Executive Officer or delegate, the circumstances of a particular period of duty are such as to warrant payment of overtime, or appropriate time off in lieu.

10.4 Flextime

- a) Subject to operational efficiency of the AFTRS, staff other than shiftworkers or those on rostered hours may start and finish work at times of their own choosing between 7.00am and 7.00pm provided they attend the core hours of 10am to 12 noon and 2pm to 3.30pm and have a minimum half hour lunch break is taken between 12 noon and 2.00 pm.
- b) At the end of the fortnightly pay period staff may carry a credit of up to 20 hours for any hours they have worked in addition to normal hours. Any debits in excess of 10 hours at the end of the fortnightly pay period will be deducted from salary. Subject to approval, staff may take flex leave and if a staff member's credit exceeds 10 hours, approval for 1 days flex leave will be granted within 10 days.
- c) The relevant manager may require a staff member not to work hours in addition to ordinary hours where there is insufficient work. That is, a manager may require that an employee not accrue flextime where such accrual cannot be justified by the employee's workload.

10.5 Flexbank

Where a staff member's flex credit exceeds 20 hours at the end of a pay fortnight the excess hours will automatically be banked to a maximum credit of 36 hours 45 minutes. Any remaining excess credits after 2 weeks will be converted to time in lieu at overtime rates and be subject to the time in lieu provisions. Staff may take a maximum of 5 days flexbank leave at one time and will have the opportunity to use excess flex credits prior to separation.

10.6 Absence – Notification

- a) Where an employee is unable to attend work for the day, it is their responsibility to contact their supervisor where possible prior to their start time and to advise of their expected length of leave. Where possible they will advise their supervisor of any urgent matters to be addressed during their

absence. If they are unable to reach their supervisor, or their supervisor's manager, they may contact Payroll or Human Resources.

- b) The Chief Executive Officer or delegate may direct that the salary of a staff member be forfeited for periods of unauthorised absence of 30 minutes or more in core hours per pay period, or that the staff member perform an equivalent period of duty at a time they would not normally be required to perform duty.
- c) Supervisors must ensure that relevant leave forms and associated documentation are submitted with attendance records promptly to the Payroll Section at the end of each pay fortnight.
- d) Supervisors of staff required to keep a diary record of attendance must also ensure that relevant leave forms and associated documentation are submitted to the Payroll Section promptly.

10.7 Home-based Work

- a) Where the staff member is not required to be on site at all times, the undertaking of work at the staff member's home for part of the fortnight, with the conditions to be agreed between the staff member and the relevant manager, may be approved by the Divisional Director provided that:
 - (i) the relevant manager and the staff member will observe their responsibilities under the *Work Health and Safety Act 2011*, and for the security of confidential AFTRS materials.
 - (ii) Further information can be found in the AFTRS Guidelines for Home Based Work.
- b) The arrangements are voluntary and can only be entered into with the approval of the staff member and AFTRS. All staff, both full time and part time, are eligible to apply for a Home Based Work Arrangement, and the staff member will continue to have access to staff training and development opportunities as per the AFTRS Staff Training and Development Policy.
- c) The arrangement can be terminated by either the staff member or the relevant Divisional Director with the giving of 2 weeks notice.

PART 11 – LEAVE

11.1 General

- a) As far as possible, staff members are required to submit leave applications for the approval of the Chief Executive Officer or delegate before absenting themselves from duty. Prior approval must always be sought for grants of recreation leave and long service leave.
- b) Staff members are required to apply to their supervisor prior to taking periods of planned leave etc. during core time, or for shiftworkers, rostered hours. Core time is from 10.00am to 12 noon and from 2.00pm to 3.30pm Monday to Friday.

11.2 Recreation Leave

- a) For each year of service all non-casual staff are entitled to 4 weeks of paid recreation leave which accrues progressively according to the ordinary hours of work.

- b) In calculating a recreation leave entitlement, staff will still accrue recreation leave whilst on leave without pay up to 22 working days in the calendar year. Recreation leave will not accrue on leave without pay in excess of 22 working days.
- c) Wherever practicable, arrangements should be made to ensure that all staff members take full annual leave to the extent to which they have credits in each year. Where an employee has accumulated more than 2 years' leave entitlement plus 1 week of recreation leave credits, the Chief Executive Officer may direct the employee to take up to one quarter of the employee's accumulated leave during a particular period.

If a staff member falls ill while on recreation leave, a period of any other leave under Part 2-2 of Chapter 2 of the FW Act (other than unpaid parental leave), or they are absent from work on community service leave, they will be re-credited with recreation leave for the period.

- d) Staff may purchase up to 4 weeks' additional paid leave in one year. Under this sub-clause the staff member's fortnightly salary will be reduced in proportion to the amount of additional leave in a year agreed (in advance) by the staff member and the relevant manager.
- e) An employee is entitled to convert half of their annual recreation leave entitlement to leave at half pay within a calendar year. Annual leave credits will be deducted at half the duration when taken as half pay. An employee may apply for a greater period of their recreation leave entitlement to be converted to half pay within the same period. Applications from employees:
 - with caring responsibilities for school-aged children, the elderly or those living with disabilities;
 - who suffer from chronic illnesses or diseases, or
 - who intend to use the leave to explore opportunities for career-advancement

will be carefully considered by AFTRS and not unreasonably refused. If AFTRS believes such an application is not operationally viable, reasons will be provided to the employee in writing within 14 days of their initial application.

11.3 Recreation Leave – Part Time Staff Members

Part time staff accrue recreation leave at the same rate as detailed in clause 11.2 of this Agreement on a pro-rata basis.

11.4 Cash Out of Recreation Leave

- a) When an employee has accrued more than 40 days (or the equivalent of 2 years) recreation credit and has already taken 2 weeks of recreation leave in the calendar year, they may elect to cash out recreation leave. There is no limit to the amount of recreation leave that an employee may cash out provided that the remaining accrued entitlement to recreation leave is not less than 4 weeks.
- b) Each cashing out of a particular amount of recreation leave must be by a separate agreement in writing with the Chief Executive Officer or delegate. The employee will be paid the full amount that would have been payable to them had the employee taken the leave that the employee has cashed out.
- c) This provision may only be accessed once in any calendar year.

11.5 Designated Public Holidays

Staff will observe all public holidays as defined by the *FW Act* or that are declared under State or Territory law or are gazetted in the Government Gazette and are observed by the whole of the community in the State or Territory or relevant part of the State or Territory in which the staff member works, and will be paid salary as if that day were not a public holiday and no other forms of leave will be deducted.

In cases where:

- New Year's Day or Australia Day fall on a Saturday or Sunday, the following Monday will be observed by employees as a Public Holiday;
- Christmas Day falls on a Saturday or Sunday, 27th December will be observed by employees as a public holiday, and
- Boxing Day falls on a Saturday or Sunday, 28th December will be observed by employees as the Boxing Day holiday.

11.6 Personal/Carer's Leave

- a) Full time staff who are employed on a fixed term contract of employment of 12 months and over or are employed on an ongoing basis will be credited with 23 days accruable personal/carers leave credits on the date of their appointment and following each year of service, subject to sub-clause 11.6(c) of this Agreement.
- b) When staff have taken more than 22 days of leave without pay since the previous personal/carers leave accrual the accrual date is deferred by the number of days leave without pay taken.
- d) A staff member in receipt of workers' compensation for more than 45 weeks will accrue personal/carers leave on the basis of hours actually worked at the date of accrual.

11.7 Application of Personal/Carer's Leave

Personal/Carer's Leave may be accessed if a staff member is sick or injured, to assist in meeting family caring responsibilities, bereavement not covered by compassionate leave, or for other unanticipated emergency personal reasons and may include one moving day per Personal/Carer's Leave credit year. Personal/Carer's Leave must not be taken for any reason other than personal injury/illness or caring if it results in less than 10 days per year of service of an employee's credits being available for personal injury/illness or caring as provided for by the *FW Act*. Further information can be found in the Leave Policy.

- a) Unless stated otherwise it will count as service for all purposes.
- b) The Chief Executive Officer or delegate may require verification prior to approving an application for Personal/Carer's leave.
- c) In the case of a staff member applying for leave due to their own illness, medical condition or injury a medical certificate may be required: for an absence of over 3 consecutive working days; for a claim for compensation (medical practitioner certificate only as per the legislation); if a restriction is placed on the staff member's ability to perform their duties; if the employee has taken more than 5

separate periods of leave due to their own illness during a calendar year without providing a medical certificate they may be required to provide a certificate for all future periods of such leave for the remainder of that calendar year, or where the Chief Executive Officer or Delegate has reasonable grounds for suspicion the employee has abused basic leave entitlements.

- d) Personal/Carer's leave credits may be accessed for limited periods and subject to the Chief Executive Officer's approval to support a staged return to work following extended absences for caring responsibilities.
- e) For the purpose of personal/carer's leave evidence the AFTRS will accept evidence that would satisfy a reasonable person. If it is not reasonably practicable to provide a medical certificate the employee may provide a statutory declaration that sets out why the employee is or was unable to attend work and why it was not reasonably practicable for them to obtain a medical certificate.
- f) If an employee's personal/carer's leave credits are exhausted, the employee, including a casual employee, is entitled to a period of up to two days' unpaid carer's leave for each occasion when a member of the employee's immediate family or household, requires care or support during such a period because of:
 - (i) a personal illness, or injury, of the family/household member; or
 - (ii) an unexpected emergency affecting the family/household member.

A period of unpaid carer's leave will not count as service for any purpose.

11.8 Part time staff – Personal/Carer's Leave

Part time staff will accrue personal/carer's leave on a pro rata basis.

11.9 Personal/Carer's Leave – Temporary Staff

Full time staff employed on a temporary contract for periods under 12 months will be entitled to 1 day paid personal/carer's leave per month of service which will accrue progressively.

11.10 Medical Examination

- a) Where, following a period of absence owing to illness, the Chief Executive Officer or delegate considers that a staff member may not be fit to resume duty, or where there is reason for the Chief Executive Officer or delegate to believe that the staff member's state of health renders them a danger to fellow staff members, the Chief Executive Officer or delegate may require the staff member to undergo a medical examination by a medical practitioner approved by the Chief Executive Officer or delegate.
- b) On receipt of a medical report in respect of such an examination the Chief Executive Officer or delegate may require the staff member to be absent from duty for a specified period where the medical report indicates the desirability of such action.
- c) Where:

- (i) a staff member has been absent due to illness for 4 weeks and is likely to be absent for more than 13 weeks, or
- (ii) it appears that a staff member's absence will be indefinite and it is unclear whether the staff member will be able to return to their former position; or
- (iii) a staff member was expected to fully recover after an extended absence but their condition has deteriorated and they have not returned to duty as anticipated, or
- (iv) a staff member has been absent for a period of 13 weeks, or
- (v) to assess whether a medical condition is contributing to poor work performance,

the AFTRS may nominate a medical practitioner to examine the staff member and, depending upon the results of that medical examination, the AFTRS may either grant the staff member further sick leave or direct that the staff member returns to work.

11.11 Personal/Carer's Leave and Invalidity Retirement

The retirement of an employee on the grounds of invalidity shall not, except with the consent of the staff member, be effected earlier than the date on which the employee's credit of paid personal/carers leave is exhausted except as otherwise required by legislation. In no case shall they be entitled to personal/carers leave extending beyond the day immediately preceding their retirement.

11.12 Compassionate Leave

Staff are entitled to access 2 days of paid leave and casual employees are entitled to two days unpaid leave per occasion when a member of the employee's immediate family or a member of the employee's household:

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

The Chief Executive Officer or delegate may require verification. There is no limit to the number of immediate family or household members to whom this provision applies.

11.13 Compensation and Accident Leave

- a) A staff member who is not able to attend for duty because of injuries sustained while on duty should notify their supervisor and the Human Resources Department as soon as practicable after the injuries are sustained. The injured staff member shall, within 48 hours of ceasing duty as a result of the relevant injury, attend a medical practitioner and undergo a medical examination. The medical examination may be arranged by the injured staff member and, in the absence of such arrangement having been made within 24 hours of the injury, may be arranged by the Director of People & Performance. The injured staff member is required to notify the Director of People & Performance of any arrangement they have made to consult a medical practitioner in relation to the injury immediately such arrangement is made.
- b) AFTRS employees are covered by the provisions of the *Safety, Rehabilitation and Compensation Act 1988*.

11.14 Discretionary Additional Leave

The Chief Executive Officer or delegate may grant access to additional paid or unpaid leave for any purpose they consider appropriate.

11.15 Leave for Special Purposes

Leave that may be sought under this clause includes leave without pay to engage in outside employment or for other special purposes. All applications for leave under this provision will be responded to in writing and, if not approved, reasons will be provided. Where leave without pay is granted to a staff member such a period of leave will not be counted as service for the purpose of leave accrual, unless required by legislation, or salary incremental progression.

11.16 Long Service Leave

AFTRS employees are covered by the provisions of the *Long Service Leave (Commonwealth Employees) Act 1976* (the LSL Act). Long service will only be granted in blocks of a minimum of seven calendar days at full pay, or at least 14 calendar at half pay, per occasion; and that long service leave will not be approved where it is broken by other forms of leave, unless otherwise required by legislation.

11.17 Maternity Leave

- a) The entitlement to maternity leave is provided for under the *Maternity Leave (Commonwealth Employees) Act 1973* and is subject to 12 month's continuous service.
- b) Subject to sub-clause 11.17(a) of this Agreement an eligible employee may elect to spread the payment for the period of paid maternity leave up to a period of 24 weeks at a rate of no less than half normal salary. As the second 12 weeks is not paid leave under the *Maternity Leave (Commonwealth Employees Act 1973* it will not count as service for any purpose, unless required by legislation.
- c) An employee who is entitled to paid maternity leave under sub-clause 11.17 (a) of this Agreement is entitled to a period of additional paid leave of 2 weeks to count as service, which may be taken as 2 weeks at full pay or 4 weeks at half pay. The additional leave is provided as a term of this agreement, not by the Maternity Leave Act but is only available to employees with the required 12 months' qualifying service required to access paid leave under the Maternity Leave Act.

11.18 Pre-Adoption Leave

- a) Prior to the date of adoption, a staff member with at least 12 months' continuous service who has been identified as the primary caregiver to the state authority responsible for approving applications for adoption, is entitled to up to 2 weeks paid leave to attend medical examinations, compulsory interviews and required travel in relation to the adoption. Appropriate documentation will be required.
- b) In addition to the paid leave in sub-clause 11.19(a) of this Agreement any staff member is entitled to up to 2 days' unpaid leave to attend interviews or examinations required to obtain approval to adopt a child who is under the age of sixteen on the day of placement, has not previously lived with the employee for a period of 6 months or more, and is not a child or step-child of the employee or the employee's spouse.

- c) Pre-adoption Leave counts as service for all purposes.

11.19 Primary Caregiver Leave

- a) An employee with at least 12 months' continuous service and who has primary responsibility for the care of a newborn child, but has not accessed the paid leave available under sub-clause 11.17(a) of this Agreement, is entitled to 8 weeks paid leave. An employee may elect to take this leave as 8 weeks full pay or as 16 weeks half pay, but in either case only 8 weeks will count as service for long service leave purposes. This leave must be taken within 12 months of the birth of the child.
- b) An employee with at least 12 months' continuous service who adopts a child under the age of 5 years and who has the primary responsibility for day-to-day care of the child is entitled to a maximum of 52 weeks' adoption leave, of which 8 weeks shall be paid adoption leave. The remaining weeks can be made up of a combination of recreation leave, long service leave (where it has accrued) and unpaid leave. An employee may elect to take the paid adoption leave as 8 weeks' full pay or as 16 weeks half pay, but in either case only 8 weeks will count as service.
- c) Sub-clauses 11.19(a) and 11.19(b) of this Agreement will not apply if the adoptive child is a child or stepchild of the staff member or their partner.

11.20 Parental Leave

An employee with at least 12 months' continuous service is entitled to up to 2 weeks of paid leave for the purposes of caring for a new born or adopted child for whom they have such responsibility. Paid leave is only available within 12 months of the birth or adoption of a child and counts as service for all purposes. Leave under this clause may not be broken by leave without pay but may be taken as 4 weeks at half pay.

AFTRS staff are eligible for leave without pay for up to 52 weeks, inclusive of any periods of paid leave, and are eligible to apply for an additional 52 weeks leave without pay (in accordance with the NES) to fulfil long term child care responsibilities in their immediate family. The unpaid leave does not count as service for any purpose, unless required by legislation.

11.21 Foster Care

Where a staff member enters into what is certified by the relevant state body to be a long-term formal fostering arrangement (i.e. more than 12 months) the following provisions will apply.

- Primary caregiver – as per adopting primary caregiver at provision 11.19(b).
- Non-primary caregiver – as per adopting non-primary caregiver at provision 11.20.

A staff member must have at least 12 months' continuous service before being eligible for Foster Care Leave. This provision will not apply if the fostered child is a child or stepchild of the staff member or their partner. Staff members may only access this form of leave once except in the case of placement of siblings.

11.22 War Service Sick Leave

- a) Employees may be eligible to be granted war service sick leave while unfit for duty because of a war or defence caused condition.
- b) An eligible condition is a medical condition that has been accepted by the Department of Veteran's Affairs to be a war-caused or defence-caused condition, contracted during a period of service within the meaning of relevant legislation.
- c) Eligible employees will accrue a special credit of nine weeks on commencement at AFTRS and an annual credit of three weeks for each year of AFTRS service. Unused credits will accumulate to a maximum of nine weeks.
- d) War service sick leave is paid subject to availability of credits, and counts as service for all purposes.
- e) Where an employee's war service sick leave credits have expired, the employee may apply for personal/carer's leave.

11.23 Leave for ADF Reserve and CFTS or Cadet force obligations.

- a) An employee may be granted leave (with or without pay) to enable the employee to fulfil Australian Defence Force (ADF) reserve and Continuous Full Time Service (CFTS) or Cadet Force obligations.
- b) An employee is entitled to leave with pay of up to 4 weeks during each financial year and an additional 2 weeks paid leave in the first year of ADF Reserve Service, for the purpose of fulfilling services in the ADF Reserve.
- c) With the exception of the additional 2 weeks in the first year of service leave can be accumulated and taken over a period of 2 years.
- d) ADF Reserve leave counts as service for all purposes, except or unpaid leave to undertake CFTS. Unpaid leave for the purpose of CFTS counts as service for all purposes except Recreation Leave accrual.

11.24 Community Service Leave

- a) Employees are entitled to be absent from work without pay to participate in eligible community services in accordance with Division 8 of Part 2-3 of Chapter 2 of the *FW Act*. This includes unpaid leave for regular training, all emergency services responses, reasonable recovery time and ceremonial duties.
- b) The AFTRS may grant a reasonable amount of leave without pay to undertake other community volunteering for organisations registered with Volunteering Australia.
- c) Community service work **must not**:
 - involve any payment in cash or kind to the employee for work performed (with the exception of Jury Service);
 - replace a paid worker;
 - generally be undertaken solely for direct personal benefit;
 - be work which does not have a community focus;
 - present a conflict of interest for the AFTRS, or
 - be primarily focused on promoting particular religious or political views.
- d) The amount of community service leave that will be granted will be subject to the operational requirements of the employee's workplace.

- e) Staff members who are called for jury service are required to notify their supervisors and the Human Resources Department accordingly. Staff will be granted any periods of leave sought for this purpose and those periods of leave will count as service.
- f) Where leave for jury service is granted, staff members will be paid their normal salary for the period of jury service which falls within their normal hours of duty.
- g) The amount of jury fees received, if applicable and excluding reasonable expenses, must be repaid to the AFTRS by the staff member.

11.25 Other Paid Leave

Subject to the discretion of the Chief Executive Officer, staff shall be entitled to paid leave for the purposes of volunteer firefighting or acting in the State Emergency Service at times of emergency. Leave under this clause will count as service for all purposes.

11.26 Religious/Cultural Observance

Personal/Carer's leave, flex leave and leave without pay may be utilised for the purposes of religious or cultural observance. Personal/Carer's Leave must not be taken for religious or cultural reasons to the extent that it results in less than 10 days of an employee's credits per year being available for use for personal injury/illness or caring as provided under the FW Act.

11.27 Annual Shut Down Leave

AFTRS will close its normal operations from close of business on the last working day before Christmas, with business resuming on the first working day after New Year's Day ('Annual Shut Down').

Employees are entitled to be absent with pay for the working days during Annual Shut Down without deduction of annual leave or personal carer's leave credits.

Payment for absences on working days during Annual Shut Down will be made in accordance with an employee's usual ordinary hours of work for that day. However, where an employee would otherwise be absent on leave on that day (except annual leave or personal carer's leave), the rate of payment will be in accordance with the payment for that leave entitlement, e.g. if the employee is absent on long service leave at half pay, payment for the day will also be at half pay or if on unpaid leave, no payment will be made.

11.28 Leave to Attend FW Act Proceedings

- a) The Chief Executive Officer may grant leave of absence with pay to an employee for the following purposes:
 - (i) to attend industrial proceedings under the FW Act as a necessary witness;
 - (ii) for an employee representative to attend FWC proceedings that directly involve the AFTRS in order to assist in the resolution of a dispute, subject to the processes outlined in clause

19 of this Agreement -Consultation, Communication and Dispute Resolution – being followed.

- b) Leave of absence granted under this provision shall count as service for all purposes.

PART 12 – TRAVEL

12.1 Travelling Allowance while on Official Duty

When staff members are required to travel on official duty and required to be absent overnight from their home they will be entitled to the following:

- a) AFTRS will pay for accommodation costs within the Reasonable Allowances Amounts issued by the Australian Taxation Office in Taxation Rulings from time to time.
- b) Meals and Incidentals allowances will be paid in accordance with the Reasonable Allowances Amounts issued by the Australian Taxation Office in Taxation Rulings from time to time. Further information is available in the AFTRS Travel Policy.

12.2 Excess Fares

- a) Staff members may be eligible for reimbursement of excess fares incurred when on duty temporarily away from the AFTRS, but not involving overnight absences.
- b) Staff may be reimbursed additional costs incurred when they are required to attend a location other than the AFTRS on behalf of the AFTRS, whether they use public or private transport. Where public transport is used, payment of excess fares is determined according to whichever means of public transport follows the most direct route and is the cheapest.
- c) If it is agreed between the staff member and supervisor prior to the travel being undertaken that it is more appropriate for the staff member to use their own vehicle, reimbursement will be at the agreed rate for motor vehicle allowance.
- d) If staff use private transport and public transport is not available, the following calculations should be used.
 - (i) Motor vehicle allowance at the appropriate rate may be paid less the normal cost of travel to the AFTRS.
 - (ii) The cost of taxis may be reimbursed if it is more economical than the normal cost of public transport.

PART 13 – COMPENSATION AND OCCUPATIONAL HEALTH AND SAFETY

13.1 Compensation for Employment Related Illness and Injuries

The AFTRS is covered by the *Safety, Rehabilitation and Compensation Act 1988*. Any staff member who considers that they have a claim for compensation should immediately contact the Human Resources Department.

13.2 Compensation for Loss of or Damage to Clothing or Personal Property

- a) The AFTRS will compensate an employee for damage sustained to personal property to a maximum of \$100 where such damage is sustained:
 - (i) due to the negligence of the AFTRS, another employee, or a student, in the execution of their duties; or
 - (ii) by a defect in the AFTRS' materials or equipment; or
 - (iii) where an employee has protected or attempted to protect the AFTRS' property from loss or damage.
- b) For the purpose of this clause, personal property means an employee's clothes and accessories; spectacles or contact lenses; hearing-aid; other medical aids; books or tools of trade, which are ordinarily required for the performance of the AFTRS work.

13.3 Occupational Health and Safety

AFTRS is covered by the Work Health and Safety Act 2011 and associated Regulations. AFTRS is committed to achieving and maintaining a healthy and safe working environment and abiding by all relevant occupational health and safety legislation. Further information is available in the AFTRS WHS Policy and the AFTRS Rehabilitation Management Policy.

13.4 Eyesight and Hearing Tests

The AFTRS will make available free eyesight testing every 2 years or as requested by staff members who are required to use screen based equipment. If the eye testing identifies a requirement for corrective eyewear, including frames, AFTRS will make a contribution towards covering costs. The level of contribution is determined by the AFTRS eyesight testing policy as varied from time to time.

AFTRS will provide free hearing testing to staff in nominated work areas.

13.5 Personal Protective Equipment

- a) Staff will be provided at no cost, with protective clothing where those are required. The AFTRS will meet the cost of laundering protective clothing.
- b) A staff member, upon leaving employment at the AFTRS, who fails to return the PPE which the AFTRS provided to them and who does not provide a satisfactory reason to the Chief Executive Officer or delegate for failure to return the items, will be required to meet the cost of replacement.

13.6 Health and Fitness

- a) AFTRS staff (not including temporary employees) may access 1 day of paid leave each financial year, subject to operational requirements for purposes directly related to maintaining or improving their health, fitness or wellbeing.
- b) On the first payday in June each year staff who have not accessed this leave will be paid an amount of \$329.60 in recognition of expenses that directly relate to maintaining or improving their health,

fitness or wellbeing. Payment will not be made to staff who do not receive another form of salary during that pay period.

PART 14 – GRIEVANCE PROCEDURE

14.1 Initial Procedures

- a) An employee may be accompanied by a representative of their choice at any time during the grievance procedure.
- b) Staff who believe they have been unfairly treated in their employment should, as soon as possible, inform their supervisor, the Divisional Director or the Director of People and Performance.
- c) In the event of the complainant being dissatisfied with the decision, lack of decision, or the way the matter was handled they may request that the matter be referred to the Chief Executive Officer.

14.2 Investigation by the Chief Executive Officer

- a) If an employee has complied with clause 14.1 of this Agreement, they may request the Chief Executive Officer investigate the action. The request must be in writing and describe the action stating why the staff member feels aggrieved.
- b) The Chief Executive Officer may investigate the action in any manner they think fit and request any person to provide relevant information or documents. The Chief Executive Officer will advise the staff member in writing of the results of their investigation, their decision and their reasons for making that decision.
- c) The Chief Executive Officer may decide not to initiate or continue an investigation if: the action occurred more than 12 months before the request was made; the Chief Executive Officer believes the request is frivolous, vexatious or not made in good faith; the employee has a right to apply to a more appropriate person or authority, or if the Chief Executive Officer believes further action is not warranted having regard to all circumstances.

PART 15 – EXTENDED UNAUTHORISED ABSENCE

When an employee is absent from duty without permission or notifying AFTRS, the Chief Executive Officer or delegate, or Human Resources staff may contact that employee at their last known contact details to ensure their safety.

When an employee is absent from duty without permission for more than 5 working days, the Chief Executive Officer may send to the employee by registered correspondence addressed to the employee at the employee's address last known to the Chief Executive Officer, a notice informing them that unless they:

- a) return to duty immediately, or
- b) explain their absence to the satisfaction of the Chief Executive Officer and seek permission for any further period of absence that may be necessary having regard to that explanation,

they will be considered to have abandoned their employment. Their employment with the AFTRS will be terminated upon the expiration of the relevant notice period applicable under the FW Act commencing from the date of the employee's last attendance at work or last date of authorised absence.

PART 16 – IMPROVING PERFORMANCE

After normal counselling which will include a performance improvement strategy, and where performance has not improved to a satisfactory standard, the following procedures shall apply. The procedures are not to be used for disciplinary or invalidity reasons. An employee may elect to be accompanied by a staff representative.

- a) Where an employee has not achieved an acceptable standard of work performance, their supervisor shall give a formal written warning to the employee. The warning shall detail the required standard and outline how the employee's performance does not meet the standard.
- b) The Chief Executive Officer or delegate shall appoint a person to formally assess the employee's performance for a period of 3 months. At the completion of the assessment period the assessing employee shall advise the Chief Executive Officer (or delegate) on whether the employee attained and/or sustained an acceptable standard of work performance during the assessment period.
- c) If the employee's work performance improves to the required standard no further action will be taken.
- d) If the employee does not achieve an acceptable standard of work performance the assessor shall inform the Chief Executive Officer or delegate who may issue a notice of "Intention to Retire" to the employee, unless the employee can show cause why the action should not proceed. The employee has 7 days in which to respond.
- e) The Chief Executive Officer or delegate shall then decide whether to:
 - (i) issue a notice of retirement,
 - (ii) re-assign duties with or without reduction of salary,
 - (iii) withhold payment of an increment, or
 - (iv) take some other action.
- f) If the employee's performance is identified as unsatisfactory within a 12 month period of this decision the following process will apply.
 - (i) The employee will be issued with a formal written warning.
 - (ii) The Chief Executive Officer will appoint a different person to the person previously appointed to assess the employee's performance over a maximum period of 1 month.
 - (iii) At the end of the assessment period, if the employee's work performance is assessed by the assessor as meeting the required standard, the assessor will report this finding to the Chief Executive Officer. If the Chief Executive Officer agrees with the finding, the employee will be advised of this and no further action is required under these provisions.
 - (iv) If the employee is assessed by the assessor as not meeting the required standard, the assessor will report this finding to the Chief Executive Officer. The Chief Executive Officer will advise the employee of the finding, and of the action that is proposed to be taken.
 - (v) The employee will be given 7 days from the receipt of the advice to respond.
 - (vi) The Chief Executive Officer, having taken into account the assessor's findings and the employee's response, will advise the employee in writing of the final decision in relation to the finding and any action to be taken consequent upon it.

- (vii) If the employee offers their resignation or accepts an offer of early retirement with immediate effect any time after the supervisor has issued a formal warning, the Chief Executive Officer shall accept the resignation and the proceedings shall cease.
- (viii) The only avenue of review for staff against termination of employment for any reason is to be through clause 17.4 of this Agreement - "Termination of Employment".

PART 17 – DISCIPLINE

17.1 Serious Misconduct

- a) Serious misconduct involves a serious or repeated breach of the Code of Conduct as set out in this Agreement. (Misconduct not falling within this category will initially be managed through normal performance counselling processes, but may be escalated)
- b) Allegations should be reported to a supervisor, Divisional Director, the Director of People and Performance or the Chief Executive Officer. Allegations should be in writing.
- c) The Chief Executive Officer may decide not to investigate the allegation/s if it is, in their opinion, frivolous or vexatious.
- d) Subject to sub-clause 17.1(c) of this Agreement the Chief Executive Officer shall appoint a suitable and unbiased person to investigate the allegation/s and report to them in an appropriate form.
- e) The following will apply:
 - (i) Procedural fairness will apply to all parties to the complaint.
 - (ii) The investigation will be conducted in a confidential manner.
 - (iii) All parties to the complaint will have the right to elect to be accompanied by a representative of their choice.
 - (iv) The allegation/s will be dealt with expeditiously.
 - (v) Employees alleging breaches of the Code of Conduct will be protected from victimisation and discrimination in their employment.
- f) The Chief Executive Officer will make a finding regarding the allegation/s of serious misconduct and decide on any action to be taken, including any sanctions to be applied, having regard to the content of the report and any other material submitted. In determining whether serious misconduct has occurred the balance of probabilities will apply and, as far as possible, privacy will be observed. Sanctions may range from counselling the employee to termination of employment.
- g) The Chief Executive Officer will advise the subject of the allegation/s in writing of their finding and any sanctions to be imposed. The subject of the allegation/s will have 7 days to show cause to the Chief Executive Officer why this action should not be taken.
- h) If the employee offers their resignation, or retires, with immediate effect during this process the proceedings shall cease.
- i) The only avenue of review for staff against termination of employment for any reason is through clause 17.4 of this Agreement - "Termination of Employment".

17.2 Conviction by Courts

- a) Where an employee is charged with having committed any criminal offence the Chief Executive Officer may suspend the employee with pay subject to sub-clause 17.3(d) of this Agreement.
- b) If the employee is convicted of an offence the Chief Executive Officer may initiate Misconduct procedures. In exercising their power and imposing sanctions the Chief Executive Officer may have regard to the conviction or finding, the nature and seriousness of the offence the circumstances under which the offence was committed, and what action has been taken against the employee.
- c) The only avenue of review for employees against termination of employment for any reason is through clause 17.4 of this Agreement - "Termination of Employment".

17.3 Suspension of Employees

- a) The Chief Executive Officer may, subject to sub-clause 17.3(d) of this Agreement, suspend a staff member with pay where the Chief Executive Officer is of the opinion that the staff member continuing to perform their current duties would be prejudicial to: the effective operation of the AFTRS; the interests of the public, or until a final determination is made in relation to misconduct. The staff member shall be advised in writing of the suspension and final determination.
- b) Staff suspended with pay may not engage in employment outside the AFTRS during the suspension.
- c) Suspended staff will be given reasonable access to the AFTRS for preparation of their response to the allegation and to collect personal property.
- d) Where a staff member is imprisoned by reason of their having been convicted of an offence the Chief Executive Officer may determine they are suspended without pay. This period will not count as service for any purpose.

17.4 Termination of Employment

- a) The sole and exhaustive rights and remedies of an employee in relation to termination of employment are:
 - (i) Under Part 3.2 of Chapter 3 and Part 6.4 of Chapter 6 of the *Fair Work Act 2009*;
 - (ii) under other Commonwealth laws (including the Constitution), and
 - (iii) at common law.
- b) Termination of, or a decision to terminate, employment cannot be reviewed under Part 14 of this Agreement 'Grievance Procedures' or Part 17 of this Agreement 'Discipline Procedures'.
- c) Nothing in this Agreement prevents the Chief Executive Officer from terminating the employment of an employee for serious misconduct, without further notice or payment in lieu, in accordance with section 123 of the *Fair Work Act 2009* subject to compliance with the procedures established by the Chief Executive Officer for determining whether an employee has breached the Misconduct provisions of this Agreement (Part 17).

PART 18 – REDEPLOYMENT AND RETIREMENT

18.1 Redeployment and Retirement on the Grounds of Ill-health

- a) Where the mental or physical condition of a staff member as certified by a medical practitioner chosen by the Chief Executive Officer or delegate is such that the staff member can no longer discharge the inherent requirements of their position satisfactorily and it is medically certified they will be unable to resume their duties, the Chief Executive Officer or their delegate may:
 - (i) continue the employment of the staff member in another position without change in salary;
 - (ii) redeploy the staff member to a position with a lower salary level, or
 - (iii) retire the staff member, consistent with the requirements of the relevant superannuation legislation, with whatever superannuation benefits the staff member is entitled to receive.
- b) Where a staff member has consented to action being taken under this clause, a notice given to the staff member by the Chief Executive Officer for the purpose of that action takes effect on the day specified in the notice and agreed between the staff member and the Chief Executive Officer being a day no earlier than the day on which the notice is given to the staff member.
- c) Where a staff member has not consented to action being taken in relation to this clause, a notice given to the staff member by the Chief Executive Officer for the purpose of that action takes effect:
 - (i) on the day (if any) specified in the notice as the day on which the notice takes effect;
 - (ii) 1 month after the day on which the notice is given to the staff member; or
 - (iii) on the day on which an appeal is withdrawn or the notice is confirmedwhichever is the last.
- d) A staff member retired in accordance with this provision shall be entitled to payment of 1 months' notice or 5 weeks' notice for those staff members over 45 years of age at the time of the giving of the notice and who has not less than 2 years continuous service; whichever is the greater. Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the staff member working part of the required period of notice and by the AFTRS making payment for the remainder of the period of notice.
- e) The only avenue of review for staff against termination of employment for any reason is to be in accordance with clause 17.4 of this Agreement - "Termination of Employment".

18.2 Redeployment and Retirement on the Grounds of Loss of Qualifications

- a) A staff member is not qualified to perform their duties if, in relation to those duties, they no longer have an essential qualification or skill.
- b) Where the Chief Executive Officer is satisfied that a staff member is not qualified to perform their duties, the Chief Executive Officer may:
 - (i) transfer the staff member to another position without a change in salary;
 - (ii) redeploy the staff member to a position with a lower salary level, or
 - (iii) retire the staff member from the AFTRS.
- c) Where a staff member has consented to action being taken in relation to this provision, a notice given to the staff member by the Chief Executive Officer for the purpose of that action takes effect on the day specified in the notice and agreed between the staff member and the Chief Executive Officer being a day no earlier than the day on which the notice is given to the staff member.

- d) Where a staff member has not consented to action being taken in relation to this provision, a notice given to the staff member by the Chief Executive Officer for the purpose of that action takes effect:

- (i) on the day (if any) specified in the notice as the day on which the notice takes effect, or
- (ii) 1 month after the day on which the notice is given to the staff member;

whichever is the last.

- e) An employee retired in accordance with this provision shall be entitled to payment of 1 months' notice or 5 weeks' notice for those employees over 45 years of age at the time of the giving of the notice with not less than 2 years continuous service; whichever is the greater. Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the employee working part of the required period of notice and by the AFTRS making payment for the remainder of the period of notice.
- f) The only avenue of review for staff against termination of employment for any reason is to be in accordance with clause 17.4 of this Agreement - 'Termination of Employment'.

18.3 Redeployment and Retirement on the Grounds of being an Excess Staff Member

- a) This clause does not apply to probationary employees, temporary or non-ongoing employees whose contract period does not exceed 12 months. Where it appears to the AFTRS that any other staff member is likely to be excess to the AFTRS' requirements, the AFTRS shall, at the earliest practicable time, provide all relevant details to the staff member and, where staff choose, their nominated representative, and arrange discussions with the staff member and/or their nominated representatives.

Except where a lesser period is agreed between the staff member and/or their representatives and the AFTRS, including agreement under the Accelerated Separation Option, an employee shall not, within 1 month after the staff and/or their chosen representatives have been advised, be invited to volunteer for retrenchment, nor be advised in writing that they are excess to the AFTRS' requirements.

If discussions have not been completed within that month the employee shall not be invited or advised until the discussions have been completed unless the discussions have not proceeded with reasonable timeliness and it is appropriate for the invitation or advice to be given.

Accelerated Separation Option – The Chief Executive Officer may provide employees likely to be subject to the retirement provisions of this Agreement below with an accelerated separation option. In addition to the severance benefits, this option provides employees who have been identified as being eligible to be made an offer of voluntary redundancy the option of payment equal to 10 weeks' salary (or 11 weeks for an employee 45 years of age with at least 2 years continuous service) in lieu of any consultation, consideration and notice periods which would otherwise apply. Employees choosing this option would have their employment terminated within 14 days of receiving the offer. Election of this option is voluntary.

- b) Voluntary Retirement

- (i) The AFTRS shall take reasonable action to assess the redeployment prospects of staff, particularly if there are similar roles at the same classification level available within the School and discuss those prospects with the staff and their chosen representatives.

- (ii) The AFTRS may then invite staff to elect to be retired, or staff may apply to be retired, in accordance with this clause.
- (iii) Where the AFTRS invites a staff member to elect to be retired, the staff member shall have 1 month in which to advise the AFTRS of their election, and the AFTRS shall not give notice of retirement before the end of the 1 month period. Where the AFTRS receives an application for retirement from a staff member, the AFTRS shall either approve or reject it within 1 month of receipt.
 - a. A staff member retired in accordance with this provision shall be entitled to payment of 1 months' notice or 5 weeks' notice for those staff over 45 years of age at the time of the giving of the notice with not less than two (2) years continuous service: whichever is the greater. Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the staff member working part of the required period of notice and by the AFTRS making payment for the remainder of the period of notice in accordance with the requirements of the FW Act.
 - b. Fixed Term Employees within the AFTRS Classification strands
Each staff member who is engaged on the basis of a fixed term contract for a term in excess of 12 months shall, upon retirement, be entitled to a payment equivalent to one month's salary for each uncompleted year of their contract of employment, to a maximum amount equivalent to 3 months' salary. The amount payable will not be less than the minimum entitlement provided under the FW Act.
 - c. All other Staff
On retirement a staff member shall be entitled to be paid a sum equal to 2 weeks salary for each completed year of continuous service, plus a pro rata payment of completed months of continuous service since the last completed year of service. The minimum payable shall be 4 weeks' salary and the maximum shall be 52 weeks salary for staff in the Academic stream and 48 weeks for all other staff. The amount payable will not be less than the minimum entitlement provided under the FW Act.
 - d. Salary for calculating payments
The salary a staff member would have received had they been on recreation leave is used for calculations. Where a staff member has been acting in a higher position for a continuous period of at least 12 months immediately preceding the date on which they receive notice of retirement, the salary level shall be the staff member's salary in the higher position at that date. Where a staff member has, during 50% or more of pay periods in the 12 months immediately preceding the date on which they receive notice of retirement, been paid a loading for shift duty, the weekly average amount of shift loading received during that 12 month period shall be counted as part of "weeks salary". The inclusion of other allowances, being allowances in the nature of salary, shall be with the approval of the AFTRS.
- (iv) Where, in a redundancy situation affecting a number of staff engaged in the same work at the same level and in the same location, elections to be retired have been invited, the AFTRS shall not involuntarily retire any staff engaged in that work if there remain staff engaged in that work at the level in that location who have elected to be retired, been refused, and still wish to accept voluntary retirement.
- (v) Nothing in this clause shall prevent the AFTRS inviting staff who are not in a redundancy situation to express interest in voluntary retirement in accordance with this sub-clause,

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where such retirements would permit the redeployment of staff who are in a redundancy situation, who do not wish to accept voluntary retirement and who would otherwise become excess.

c) Involuntary Retirement – Fixed Term Employees within the AFTRS Classification Strand

Payment on retirement shall be in accordance with sub-clause 18.3(b)(iii)(B) of this Agreement.

d) Retention Periods, Redeployment and Involuntary Retirement – All Other Staff

Retention periods will only apply to staff who have been continuously employed as staff by AFTRS for over 12 months at the time of being offered a voluntary redundancy.

(i) Except with the consent of the staff member an excess staff member shall not be retired until the following retention periods have elapsed.

- a) In the case of a staff member who has 20 years or more of service or who is at least 45 years of age – 13 months.
- b) In the case of a staff member who is:
 - a fixed term staff member:
 - employed in a classification within the Academic Stream as set out in Attachment A of this Agreement, and
 - over 40 years of age but under 45, according to the following scale.

Age	40	8 months
	41	9 months
	42	10 months
	43	11 months
	44	12 months

- c) In the case of other staff – 7 months.

(ii) The retention periods in sub-clause 18.3(d)(i) of this Agreement shall commence:

- a) on the day the staff member is advised in writing by the AFTRS that they are an excess staff member, or
- b) in the case of a staff member who is invited by the AFTRS to submit an election to be retired, 1 month after the day on which the election is invited,

whichever is the earlier.

(iii) An excess staff member shall not be involuntarily retired unless they have been invited to elect to be retired in accordance with sub-clause 18.3(b) of this Agreement, or if they have made such an election and the AFTRS refused to approve it. Where the AFTRS is of the opinion that there is insufficient productive work available for an excess staff member during their retention period, the AFTRS may, after consulting the staff member or their representative, retire the staff member before the end of the retention period. The provisions of sub-clause 18.3(b)(iii) of this Agreement relating to the period of notice and payment in lieu of notice shall apply.

(iv) If a staff member is entitled to a redundancy payment in accordance with the National Employment Standards, the relevant period in sub-clause 18.3(d) of this Agreement is

reduced by the number of weeks redundancy pay that the employee will be entitled to under the National Employment Standards.

e) Income Maintenance Payments

- (i) This sub-clause only applies to staff eligible under sub-clause 18.3(d) of this Agreement.
- (ii) Where before the end of a retention period an excess staff member is reduced in classification or involuntarily retired in accordance with sub-clause 18.3(d)(iii) of this Agreement they shall be eligible to receive income maintenance payments calculated in accordance with this sub-provision for the balance of the applicable retention period.
- (iii) Income maintenance payments are the amounts payable to maintain the level of salary being received at the date an excess staff member is notified that they are excess or at the date of an excess staff member's reduction in classification, or in the case of staff retired in accordance with sub-clause 18.3(d)(iii) of this Agreement, until the date of that retirement.
- (iv) Where a staff member has been acting in a higher position for a continuous period of at least 12 months immediately preceding the date on which they are notified they are excess, or immediately preceding the date they receive notice of reduction in classification, or notice of retirement in accordance with sub-clause 18.3(d)(iii) of this Agreement, the salary level for the purposes of this sub-provision shall be their salary level in such higher position at that date, provided that the employee would have continued to act in the higher position but for the excess employee situation.
- (v) This inclusion of other allowances or loadings as salary for the purposes of this sub-clause shall be with the approval of the AFTRS.
- (vi) Income maintenance shall not apply to a staff member who becomes unemployed and refuses an offer of suitable employment or training.

f) Leave and Expenses to Seek Employment

Excess staff shall be entitled to reasonable leave with full pay and reimbursement of reasonable travel and incidental expenses to attend necessary employment interviews.

g) Use of Personal Leave

- (i) The retention or notice periods in this sub-clause shall be extended by any periods of certified sick leave taken during such periods.
- (ii) A staff member who is entitled to income maintenance and at the date of retirement or transfer has accumulated personal leave credits shall be entitled to receive maintenance of income payments in respect of loss of income through sickness until such time as those accumulated sick leave credits have been exhausted provided that the entitlement shall not exceed 6 months leave credits, and shall not apply to uncertified absences.

h) Appeals

- (i) Without affecting their rights under Industrial Relations legislation, a staff member shall have the right of appeal to the Chief Executive Officer in relation to their eligibility for benefits under sub-clauses 18.3(b) or 18.3(f) of this Agreement, or the amount of such benefits or the amount payable by way of income maintenance under (e). Any such appeal shall be lodged within 14 days of the staff member receiving notice of the decision.
- (ii) The only avenue of review for staff against termination of employment for any reason is to be in accordance with clause 17.4 of this Agreement - 'Termination of Employment'.

PART 19 – CONSULTATION, COMMUNICATION AND DISPUTE RESOLUTION

19.1 Major Change

- a) This clause applies if:
 - (i) the AFTRS has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
 - (ii) the change is likely to have a significant effect on employees of the enterprise.
- b) The AFTRS must notify the relevant employees of the decision to introduce the major change. “Relevant employees” means the employees who may be affected by the major change.
- c) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- d) If:
 - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (ii) the employee or employees advise the AFTRS of the identity of the representative;
 - (iii) AFTRS must recognise the representative.
- e) As soon as practicable after making its decision, the AFTRS must:
 - (i) 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; and
 - (ii) for the purposes of the discussion – 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.
- f) However, the AFTRS is not required to disclose confidential or commercially sensitive information to the relevant employees.
- g) The AFTRS must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- h) If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of AFTRS, the requirements set out in sub-clauses 19.2(b), 19.2(c) and 19.2(e) of this Agreement are taken not to apply.
- i) In this term, a major change is likely to have a significant effect on employees if it results in:
 - (i) the termination of the employment of employees; or
 - (ii) the major change to the composition, operation or size of the AFTRS’ workforce or to the skills required of employees; or

- (iii) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (iv) the alteration of hours of work; or
- (v) the need to retrain employees; or
- (vi) the need to relocate employees to another workplace, or
- (vii) the restructuring of jobs.

19.2 Change to regular roster or ordinary hours of work

For changes to regular roster or ordinary hours of AFTRS must notify the relevant employees of the proposed change.

- a) The relevant employees may appoint a representative or the purposes of these procedures. If a representative is appointed and AFTRS is notified, AFTRS must recognise the representative.
- b) As soon as practicable after proposing to introduce the change, AFTRS must:
 - (i) Discuss the introduction of the change with the relevant employees and
 - (ii) For the purposes of discussion provide to the relevant employees
 - All relevant information about the change, including the nature of change; and
 - Information about what AFTRS reasonably believes will be the effects of the change on the employees, and
 - Information about any other matters that AFTRS reasonably believe are likely to affect the employees, and
 - (iii) 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).
- c) AFTRS is not required to disclose confidential or commercially sensitive information to the relevant employees.
- d) AFTRS must give prompt and genuine consideration to matters raised about the change by the relevant employees.

19.3 Consultative Committee

AFTRS is committed to consulting with employees about the implementation of this Agreement and issues affecting their entitlements and conditions of employment through meetings, the Intranet and via the Consultative Committee. AFTRS will have a Consultative Committee that is the consultative forum for management to consult with employees, on employment related matters and the implementation of this Agreement.

The Consultative Committee comprises up to 5 members of staff elected by staff, and up to an equivalent number of Executives or staff nominated by the AFTRS Executive. The Committee reports to the AFTRS Executive. It shall meet at least three times each calendar year provided there are sufficient staff representatives. Any member of the Consultative Committee can request an extraordinary meeting.

The Consultative Committee will maintain agreed Terms of Reference. Where required, amendments will be agreed by the CEO and Consultative Committee.

19.4 Dispute Resolution

If a dispute relates to:

- (i) a matter arising under the agreement; or
- (ii) the National Employment Standards;

this term sets out procedure to settle the dispute.

- a) An employee who is party to the dispute may appoint a representative for the purposes of the procedures in this term.
- b) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- c) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
- d) The FWC may deal with the dispute in 2 stages:
 - (i) the FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (ii) If the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - Arbitrate the dispute, and
 - Make a determination that is binding on the parties.
 - *Note* If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- e) While the parties are trying to resolve the dispute using the procedures in this term:
 - (i) 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
 - (ii) 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:
 - A. the work is not safe; or
 - B. applicable occupational health and safety legislation would not permit the work to be performed; or
 - C. the work is not appropriate for the employee to perform; or
 - D. there are other reasonable grounds for the employee to refuse to comply with the direction.
- f) The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

19.5 Workplace Representatives

AFTRS recognises that employees may, in matters concerning their employment, choose to have a representative of their choice to support or represent them. A representative requested by an employee

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to act in this capacity may include an elected representative, a workplace delegate, a support worker, a family member or a work colleague. The AFTRS and the employees nominated representative will deal with each other in good faith.

AFTRS recognizes:

- (i) The role of unions in the workplace; and
- (ii) The right for employees to belong to a union will be respected, as will the right for employees not to belong to a union. The role of workplace representatives, including union delegates and employee representatives, will be respected and facilitated in accordance with the FW Act 2009

In exercising their rights, workplace representatives will consider operational issues, the AFTRS policies, procedures and protocols, and the likely effect on the efficient operation and the provision of services of the AFTRS

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ATTACHMENT A: Salary Scale against Classification

<i>Classification</i>		<i>On Commencement 3%</i>	<i>12 months from Commencement 2%</i>	<i>18 months from Commencement 1%</i>
AFTRS 1	1.1	44,240	45,125	45,576
	1.2	45,542	46,453	46,918
	1.3	46,293	47,219	47,691
	1.4	46,988	47,928	48,407
AFTRS 2	2.1	47,371	48,318	48,801
	2.2	48,938	49,917	50,416
	2.3	49,790	50,786	51,294
	2.4	50,562	51,573	52,089
	2.5	52,372	53,419	53,953
	2.6	53,157	54,220	54,762
AFTRS 3	3.1	53,758	54,833	55,381
	3.2	54,981	56,081	56,642
	3.3	56,480	57,610	58,186
	3.4	57,523	58,673	59,260
	3.5	59,671	60,864	61,473
	3.6	60,819	62,035	62,655
	3.7	61,732	62,967	63,597
AFTRS 4	4.1	62,010	63,250	63,883
	4.2	63,171	64,434	65,078
	4.3	64,756	66,051	66,712
	4.4	65,728	67,043	67,713
AFTRS 5	5.1	66,481	67,811	68,489
	5.2	68,519	69,889	70,588
	5.3	70,411	71,819	72,537
	5.4	71,468	72,897	73,626
AFTRS 6	6.1	71,690	73,124	73,855
	6.2	73,820	75,296	76,049
	6.3	75,846	77,363	78,137
	6.4	79,134	80,717	81,524
	6.5	82,144	83,787	84,625
	6.6	83,376	85,044	85,894
AFTRS 6X	6X.1	75,842	77,359	78,133
	6X.2	77,972	79,531	80,326
	6X.3	79,995	81,595	82,411
	6X.4	83,285	84,951	85,801
	6X.5	86,292	88,018	88,898
	6X.6	87,587	89,339	90,232
AFTRS 7	7.1	91,320	93,146	94,077
	7.2	98,498	100,468	101,473
	7.3	99,976	101,976	102,996
AFTRS 8	8.1	105,037	107,138	108,209
	8.2	118,932	121,311	122,524
	8.3	122,874	125,331	126,584

Technical Trainees

Pay Point	On Commencement 3%	12 months from Commencement 2%	18 months from Commencement 1%
< 18 years	27,721	28,275	28,558
18 years	32,107	32,749	33,076
19 years	36,930	37,669	38,046
20 years	41,315	42,141	42,562
1	45,260	46,165	46,627
2	47,857	48,814	49,302
3	50,014	51,014	51,524

Academics

Pay Point		On Commencement 3%	12 months from Commencement 2%	18 months from Commencement 1%
Academic 2	2.1	71,690	73,124	73,855
	2.2	73,820	75,296	76,049
	2.3	75,846	77,363	78,137
	2.4	77,625	79,178	79,970
	2.5	79,951	81,550	82,366
	2.6	87,800	89,556	90,452
	2.7	91,320	93,146	94,077
	2.8	98,498	100,468	101,473
	2.9	99,976	101,976	102,996
Academic 3 Tier 1	3.1	105,037	107,138	108,209
	3.2	110,750	112,965	114,095
	3.3	118,932	121,311	122,524
Academic 3 Tier 2	3.4	124,945	127,444	128,718
	3.5	130,133	132,736	134,063
Academic 3 Tier 3	3.6	145,687	148,601	150,087

ATTACHMENT B: Minimum Rates for Production Casuals (hourly)

<i>Production Level</i>	<i>On Commencement 3%</i>	<i>12 months from Commencement 2%</i>	<i>18 months from Commencement 1%</i>
1	24.28	24.77	25.02
2	26.22	26.74	27.01
3	27.60	28.15	28.43
4	29.59	30.18	30.48
5	30.54	31.15	31.46
6	33.55	34.22	34.56
7	36.94	37.68	38.06
8	39.41	40.20	40.60
9	42.58	43.43	43.86
10	44.63	45.52	45.98

- All rates are the minimum hourly rate payable.
- Includes 20% casual loading.

Production Levels for Payment Purposes

<i>Production Level</i>	<i>Production</i>	<i>Post-Production</i>	<i>Animation</i>
1	<ul style="list-style-type: none"> • Stable Hand • Brush Hand • Construction Assistant • Labourer • Unit Assistant • Driver/Runner 	<ul style="list-style-type: none"> • Assistant Tape Operator 	<ul style="list-style-type: none"> • Art Room Assistant • Animation Runner • Xerox Operator
2	<ul style="list-style-type: none"> • Production Assistant/Runner • Wardrobe Assistant • Casting Assistant • SFX Assistant • Occupational First Aider 	<ul style="list-style-type: none"> • Edge Numberer • 2nd Assistant Sound Editor • Assistant Tape Operator 2 • Post Production Assistant 	<ul style="list-style-type: none"> • Production Assistant/Digital Scanner • Assistant Cel Painter • Assistant Background Artist 3 • Layout Artist 3 • Animator 3
3	<ul style="list-style-type: none"> • Clapper Loader • Camera Assistant • Third AD • Production Secretary • Assistant Make-up • Assistant Floor Manager • Wrangler • Assistant Grip • Lighting Assistant • 3rd/4th Electrics • Location Scout (TVC) 	<ul style="list-style-type: none"> • 2nd Assistant Picture Editor (Cine) • Assistant Tape Operator 1 • Visual Effects Assistant 2 	<ul style="list-style-type: none"> • Assistant Digital Camera Operator • Animation Library Assistant • 1st Assistant Layout Artist • Assistant Checker • Digital Colour Grader • Storyboard Assistant • Digital Painter • Assistant Digital Animation Compositor • Digital Painter
4	<ul style="list-style-type: none"> • Armourer • Carpenter • Electrician • Lighting Technician • Generator Operator • Assistant Animal Trainer/Pick-up Rider • Draftsperson (Art) 	<ul style="list-style-type: none"> • Assistant Sound Editor • Broadcast Tape Operator • Visual Effects 1 	<ul style="list-style-type: none"> • Checker • Assistant Animator • Assistant Animation (Rostrum) Camera Operator • Digital Painter (HoD) • Colour Stylist • Digital Camera Operator

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Production Level	Production	Post-Production	Animation
	Department) <ul style="list-style-type: none"> • Set Dresser • Set Maker • Standby Props • Standby Wardrobe • Pattern Cutter • Transport Manager • Production Accounts Assistant • Sign Writer • Extras Casting • Enrolled Nurse • Chaperone • Tutor 		<ul style="list-style-type: none"> • Assistant Background Artist • Assistant Layout Artist • Track Reader • Tracer/Painter (HoD) • In-betweener/Clean-up Artist • Digital Animation Composition
5	<ul style="list-style-type: none"> • Assistant Art Director • Props Buyer/Master • Model Maker • Scenic Artist • SFX Technician • Mechanic • Best Boy • Grip • Boom Operator • Make-up Artist • Hairdresser • Director's Assistant • Production Co-ordinator • Second AD • Unit Manager • Floor Manager • Art Department Co-ordinator • Registered Nurse 	<ul style="list-style-type: none"> • 1st Assistant Picture Editor • Supervising Tape Operator • On-Line Editor 3 • Telecine 3 • Foley Artist 2 • Neg Cutter 2 	<ul style="list-style-type: none"> • Digital Camera (HoD) • Layout Co-ordinator • Animation Production Co-ordinator • Animator 3
6	<ul style="list-style-type: none"> • Set Designer • Location Manager • Gaffer • Key Grip • Focus Puller • Technical Director • Make-up Supervisor • Hairdressing Supervisor • Wardrobe Supervisor • Construction Manager • Production Accountant • Head Wrangler/Horse Master/Animal Trainer • Safety Supervisor • SFX Co-ordinator • Continuity Person • Stills Photographer • Story Editor 	<ul style="list-style-type: none"> • Dialogue Editor • Effects/sound Editor • On-Line Editor 2 • Telecine 2 • Digital Compositor 1 • Foley Engineer • Foley Artist 1 • Neg Cutter 1 	<ul style="list-style-type: none"> • Background Artist • Layout Artist • Assistant Storyboard Artist • Animation (Rostrum) Camera Operator (Film) • Animator 2 • Assistant Animator (HoD) • Senior In-betweening/Clean-up • Assistant Character Designer
7	<ul style="list-style-type: none"> • First AD • Camera Operator • Sound Recordist 	<ul style="list-style-type: none"> • Sound Designer • Supervising Sound Editor • Mixer 	<ul style="list-style-type: none"> • Animator 1 • Digital Production Supervisor • Studio/Production Manager

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<i>Production Level</i>	<i>Production</i>	<i>Post-Production</i>	<i>Animation</i>
	<ul style="list-style-type: none"> • Gaffer (HoD) • Key Grip (HoD) • Continuity (HoD) • Casting Director • Art Director • Lighting Designer • Production Manager • Costume Designer • SFX Make-up Supervisor • SFX Designer 	<ul style="list-style-type: none"> • On-Line Editor 1 • Post Production Supervisor • Music Editor • Telecine 1 • Visual Effects Designer • Visual Effects Supervisor 	<ul style="list-style-type: none"> • Digital Systems Manager • Animation (HoD) • Layout Artist (HoD) • Storyboard Artist • Production/Character Designer • Assistant Animation Director
8	<ul style="list-style-type: none"> • Director of Photography • Second Unit Director • Production Designer 	<ul style="list-style-type: none"> • Picture Editor 	
9	<ul style="list-style-type: none"> • Director (series & serial) 		<ul style="list-style-type: none"> • Animation Director
10	<ul style="list-style-type: none"> • Director (features & mini-series) 		

AFTRS ENTERPRISE AGREEMENT 2017

Signatures

For and on behalf of the Australian Film,
Television and Radio School:

Building 130
Entertainment Quarter
Moore Park
NSW 2021



Neil Peplow
Chief Executive Officer (Director)
Date:

By the Bargaining Representative of employees
covered by the agreement who are members of
the NTEU:

Level 1, 120 Clarendon Street
South Melbourne VIC 3205



Name Grahame McCulloch
Role General Secretary
Date: 30 October 2017

By the Bargaining Representative of employees
covered by the agreement who are members of
the CPSU:

7/350 Queen Street
Melbourne
VIC 3000



Name: Beth Vincent-Pietsch
Role: Deputy Secretary CPSU
Date: 26 OCT 2017

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and 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:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and 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 employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing—at any time.



**AUSTRALIAN
FILM TELEVISION
AND RADIO SCHOOL**

26th February

Commissioner Lee
11 Exhibition Street
Melbourne
VIC 3000

Dear Commissioner Lee

Re: Australian Film, Television and Radio School Enterprise Agreement 2017/AG2017/5198

Pursuant to section 190 of the Fair Work Act 2009, the Australian Film, Television and Radio School hereby undertakes that:

1. The annual leave entitlements relating to a shiftworker under the National Employment Standards (NES) i.e. an entitlement of 5 weeks of recreation leave per year, will apply for any School employee who is a shiftworker.
2. Clause 1.2 of the Agreement contains a definition of a shiftworker. This is for the purposes of the NES.
3. AFTRS will ensure that relevant casual employees are paid penalty rates in accordance with clause 18.2 of the Australian Government Industry Award (AGIA). This excludes PC1's as defined by the AGIA.
4. AFTRS will ensure relevant casual employees are paid overtime outside the span of ordinary hours in accordance with clause 19.8(c) of the AGIA. This excludes PC1's as defined by the AGIA.
5. The minimum engagement for a part time employee will be no less than three hours in a day unless otherwise agreed by the employee and their supervisor.
6. To the extent that overtime for Part Time Employees is not dealt with by Clauses 6.14 or 6.18 of the Agreement, AFTRS will ensure relevant employees are paid in accordance with 19.8(b) of the AGIA.
7. AFTRS undertakes to pay eligible employees part day travel allowance as per Schedule F.6.2 of the AGIA.

Best,

Neil Peplow
Chief Executive Officer

