



# Collective Agreement 2009 - 2012

National Centre for Vocational Education Research Ltd

This Agreement shall be known as the:  
National Centre for Vocational  
Education Research Ltd Agreement 2009-2012

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# PART A: Agreement formalities

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## 1. Aim of agreement

Staff at NCVER are employed to contribute to NCVER's mission: to be Australia's leading provider of quality, independent information relating to vocational education and training to governments, the sector, industry and the community.

NCVER respects its employees and aims to provide an environment where employees are able to realise both the goals of NCVER and their personal employment aspirations by providing a supportive work environment.

It is the purpose of this agreement to document the conditions under which employees are employed at NCVER and to ensure staff are treated fairly. It is an objective of this agreement that work conditions at NCVER enable employees to contribute to NCVER's corporate values as stated in the annual Strategic Plan.

To achieve this objective, NCVER wishes to provide its employees with;

- an efficient and productive work environment
- a work culture of good practice, quality assurance, and professionalism
- opportunities for collaboration and teamwork
- job satisfaction
- the opportunity to develop skills
- flexible and agreed work arrangements
- conditions and terms which are clear
- a workplace that respects, values and supports diversity
- a workplace free from bullying and harassment
- work arrangements that attract and retain skilled workers and enable employees to balance their obligations to NCVER with those to their family and community.

## 2. Area, incidence and parties bound

This union collective agreement is made pursuant to section 328 of the Act and is entered into between the employer, NCVER, and the Community and Public Sector Union (CPSU-PSU Group) ("CPSU") as an organisation of employees.

This Agreement applies to all employees of NCVER who are eligible to be members of the CPSU, save and except those employed in the position of Managing Director, General Manager, or any other position (or substituted position) at or above the level of Managing Director or General Manager.

## 3. Date and period of operation

This agreement will come into effect seven days after the Workplace Authority has issued a notice advising that this Agreement has passed the no-disadvantage test and shall nominally expire on 6 February 2012.

## 4. Agreement excludes other awards or agreements

Excepting as otherwise provided for in this agreement, this agreement shall apply to the employment of employees of NCVER in lieu of any other Award, Agreement, Notional Agreement Preserving a State Award, and any other industrial instrument which might otherwise apply to the employees covered by this agreement.

## 5. Attachments

Attachments referred to throughout this document form part of this agreement and can only be varied by agreement between the parties to the agreement.

## 6. Policies and Procedures

NCVER policies and procedures are not part of this agreement and may be amended from time to time by the Managing Director. Consultation (refer to clause 12) with the Workplace Consultative Committee will take place prior to any amendments being made to HR policies, or new HR policies being introduced.

## 7. Agreement to be displayed

NCVER and the CPSU will ensure that copies of this agreement are readily available to employees covered by this agreement.

## 8. Definitions

- 'Anniversary date' means the anniversary of an employee's appointment to their current salary band.
- 'APS' means Australian Public Service.
- 'Board' means the Board of Directors of NCVER.
- 'Casual employee' means a person who is employed on an hourly basis as required, as set out in Clause 16 *Contract of employment*.
- 'Company' means the National Centre for Vocational Education Research Limited.
- 'Consultant' means a short-term contractor engaged to fulfil a specific task: Consultants are not NCVER employees covered by this agreement.
- 'Continuous service' means employment by NCVER including all periods of paid leave and all periods of unpaid sick leave or with a break between contracts of not more than sixty (60) working days for full-time employees (and pro rata for part-time employees).
- 'CPSU' means the Community and Public Sector Union (PSU Group).
- 'Employee' means employee, whether full time, part time or casual, employed under and within the meaning of the NCVER Articles of Association.
- 'Immediate family' for the purposes of this agreement shall include:
  - a) spouse (including former spouse, defacto spouse, former defacto spouse, same sex partner)
  - b) child (includes adopted child, step-child, ex-nuptial child or adult child)
  - c) parent, grand-parent, grand-child, sibling, or in-law
  - d) foster or guardian relationshipand shall take into account cultural differences.
- 'Fixed term' means an employee engaged for a special purpose for a period between three months and three years with a specified end date, which is not expected to be extended except under unusual or extraordinary circumstances.
- 'JCC' means the Joint Consultative Committee.
- 'WCC' means the Workplace Consultative Committee.
- 'NCVER' means the National Centre for Vocational Education Research Limited.
- 'Ongoing employees' means those employed in a position of indefinite tenure.
- 'Trainee' means an employee who has been engaged under the conditions of the Australian Traineeship Scheme or a similar structured training arrangement.
- 'Standard superannuation contributions' refers to the statutory superannuation guarantee contribution, plus an NCVER supplementary amount.

## 9. Joint Consultative Committee

The purpose of the Joint Consultative Committee (JCC) is to be the single bargaining unit for negotiating this collective agreement, and playing a role in dispute resolution procedures as outlined in Clause 79.

The Joint Consultative Committee shall:

- be responsible for monitoring the implementation of the Agreement
- be the mechanism for conciliation, including appeals and conflict resolution
- maintain records of decisions at meetings, with these records being made available to all staff.

The Joint Consultative Committee comprises:

- 2 Executive Representatives (one being the Managing Director)
- 2 union representatives, elected by CPSU members

- 1 staff representative, elected by all staff
- HR Advisor
- Manager, Corporate Services

The JCC will meet on an as needs basis.

The Managing Director will be the Chairperson of the JCC. The secretariat position will be occupied by the HR Advisor.

The term of appointment for representatives is for the duration of the current Collective Agreement.

## 10. Workplace Consultative Committee

A Workplace Consultative Committee (WCC) will be formed during the life of this agreement. The purpose of this committee is to provide an advisory and consultative mechanism in relation to workplace issues that have consequences for staff, including HR policies and the introduction of change.

The Workplace Consultative Committee (WCC) will:

- Act as a representative group of all staff and managers covered by the NCVER Collective Agreement.
- Canvas opinions from staff on relevant issues and feed these back to the committee.
- Maintain records of meetings, including outcomes of any decisions made by the Managing Director as a result of consultation with staff. These records will be available to all staff.

The Workplace Consultative Committee will comprise:

- Managing Director
- 1 union representative, elected by CPSU members
- 2 staff representatives, elected by all staff (other than managers/principal research consultants)
- 1 representative elected by managers/principal research consultants
- HR Advisor

The WCC will meet on a quarterly basis and more frequently if required.

The Managing Director will be the Chairperson of the WCC. The secretariat position will be occupied by the HR Advisor.

The term of appointment for representatives will be for the duration of the current Collective Agreement.

## 11. Implementation and monitoring

NCVER is committed to ensuring the successful implementation of this agreement. Information sessions will be delivered to all employees with responsibility for implementation of the agreement to ensure that the application and interpretation of the provisions contained within are applied consistently and in the spirit in which they were intended.

The JCC is responsible for monitoring the implementation of this agreement and a review of the operation of this agreement will be undertaken on an annual basis by the JCC.

## 12. Consultation

NCVER Executive is committed to effective consultations with employees and their representatives in making decisions that affect employees through:

- Providing employees and their representatives with relevant information at the earliest opportunity;
- Providing opportunities to consider employees' views, including sufficient time to express a view and to usefully influence the decision;
- Having formal consultation mechanisms through the Workplace Consultative Committee;
- Executive informing employees in writing how decisions were made, including how their views were considered.

## 13. Employee Representation

- a) In any matter arising under this agreement, an employee may have an employee representative, assist or represent them, and all relevant persons will deal with any such representative in good faith. To avoid doubt, this assistance includes acting as an advocate.
- b) Where reference is made to consultation with employees, NCVER will, where employees choose, also consult with the employee's representative.
- c) The parties recognise that the arrangements regarding consultation, cooperation, participation and exchange of information under this agreement place considerable obligations, duties and responsibilities on workplace representatives.
- d) To assist in meeting these obligations, duties and responsibilities, NCVER will provide reasonable facilities having regard to the operational requirements of NCVER and resource requirements associated with the provision of such facilities.
- e) For the purposes of this provision, reasonable access will be provided to office equipment (including photocopying facilities), communications systems, and accommodation (including storage facilities). Time to attend reasonable training will also be provided.
- f) No employee shall be disadvantaged as a result of activities conducted in accordance with this clause.

## 14. Reviews during the term of this Agreement

NCVER is committed to reviewing the following processes within the first six months from the operation of this Agreement;

- Performance Management System

## PART B: Principles of employment

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### 15. Recruitment

NCVER is committed to following a recruitment process based on merit, that supports internal mobility wherever appropriate.

Full details can be found in the Recruitment Policy and Procedures (as amended from time to time). This policy does not form part of this agreement.

### 16. Contract of employment

Employment can be full time, part time or casual and can be:

- a) full-time or part-time ongoing, but subject to termination in accordance with the terms of this agreement; or
- b) full-time or part-time fixed term in accordance with a specified; or
- c) if casual, on an hourly, as required, basis but only for a period not to exceed six months continuous employment. Positions required to be filled for longer than this shall be filled in accordance with NCVER Recruitment and Selection Policy and Procedures.

NCVER is under no obligation to extend or renew a fixed-term contract, however; may choose to extend a fixed term employee for another term (as long as the total period is less than three years).

NCVER may choose to convert a fixed-term employee at the end of their contract to an ongoing employee where the fixed term position was initially of 12 months or longer duration.

Staff will generally be employed as ongoing employees, subject to the satisfactory completion of the period of probation.

Casual staff who are paid on an hourly basis receive 20% loading in lieu of paid leave entitlements, including annual leave, long service leave, personal leave, redundancy and payment for public holidays not worked.

### 17. Probation

For appointments of 12 months or more duration, every new employee at NCVER shall be appointed on probation for a period of six months. The purpose of the probationary period is to ascertain whether the conduct and work performance of the appointee meet the required standards for the position. Following appropriate discussion and documentation, at the conclusion of the probationary period the relevant manager will confirm or terminate the appointment in writing. For appointments less than 12 months in duration, an appropriate probationary period will be agreed in writing prior to the commencement of employment.

### 18. Performance Management

The NCVER Performance Management Cycle (PMC) provides managers and employees with a framework for establishing individual performance expectations that align with NCVER's vision and mission, strategic and operational goals, and priorities.

It helps employees and their managers set performance goals and identify skills development opportunities to support employees to meet and assess performance against these goals.

The PMC provides employees with the development opportunities and support required to perform well and achieve their performance goals and career development.

The PMC is designed to:

- enable employees and managers to share responsibility for the development of reasonable and meaningful performance and development plans and to monitor and instigate change to work objectives as required

- cover work objectives and the behavioural aspects of work including leadership and relationships (NCVER values)
- focus on personal development as well as immediate business objectives
- be transparent and fair, with expectations to be stated clearly
- incorporate expectations of managers as well as of staff
- allow for regular two way feedback through mid and end of year performance reviews and regular team and one on one meetings between managers and staff.

Full details of the PMC can be found in the PMC Policy and Procedures guidelines document (as amended from time to time), which will be reviewed and enhanced in consultation with the WCC within the first six months of the operation of this Agreement. This policy does not form part of this agreement.

## 19. Underperformance

NCVER places high priority on regular and constructive communication between staff and line managers related to performance. NCVER has a 'no surprises' policy which means that unsatisfactory performance is:

- dealt with as soon as possible, and
- not raised, in the first instance, at annual appraisal time.

Where an employee is exhibiting unsatisfactory performance, the following guidelines are to be followed;

- a) Poor performance must be dealt with quickly by the relevant manager. The staff member may choose to have another staff member or a representative present during these discussions.
- b) Actual examples of poor or unsatisfactory performance must be given by the manager.
- c) Time must be allowed for the staff member to respond to the examples and to raise other matters they believe are relevant.
- d) A decision must be made to help rectify the performance and an agreed performance improvement strategy be developed with a minimum three month timeframe.
- e) The employee will receive regular feedback throughout the period of the performance improvement plan to assist all parties in monitoring progress and targeting assistance.
- f) A written record will be kept of the discussion; examples and decisions made and kept in the staff member's personnel file. The record of the meeting will be signed by all parties.
- g) If, after the agreed timeframe, the expected improvement is not forthcoming, then a further discussion is to be held immediately.
- h) The staff member is to be made aware of the implications of continuing poor performance. These may be continuing counselling/mentoring, more training or dismissal. Notice of these implications is to be given to the employee in writing. A further date of at least one month in the future will be set when improved performance is to be expected.
- i) Sufficient time must be given to the staff member to improve performance.
- j) If, at the end of the second review period, the staff members performance has not improved, the staff members employment may be terminated with appropriate notice in accordance with legislation (see Clause 77)

## 20. Appeals procedure

An employee may lodge a written appeal to the JCC in relation to any dispute concerning their conditions of employment and have access to the dispute resolution procedure as per Clause 79.

## 21. Personal development

NCVER encourages staff to undertake personal development to enhance skills and personal effectiveness, in line with personal development plans and NCVER's strategic and operational needs.

Personal development may occur through avenues such as; study assistance (financial assistance and/or study leave), training, work experience or mentoring. Full details regarding personal development can be found in the Personal Development Policy and Procedures (as amended from time to time). This policy does not form part of this agreement.

## 22. Conflicts of Interest

An employee shall advise the Managing Director of any private business or employment to ensure that there is no conflict of interest, or potential conflict of interest, between this and his/her duties and

responsibilities as an employee of NCVER. Full details of requirements can be found in the Employee Propriety Policy (as amended from time to time). Failure to adhere to the requirements may result in disciplinary action in accordance with Clause 76 Disciplinary Action. This policy does not form part of this agreement.

## 23. Confidentiality

All employees are required to respect the confidentiality of any information gained through his/her employment with NCVER. Full details of requirements can be found in the Employee Propriety Policy and Privacy Policy and Procedures (as amended from time to time). Failure to adhere to the requirements shall constitute unsatisfactory behaviour and may result in disciplinary action in accordance with Clause 76 Disciplinary Action. This policy does not form part of this agreement.

## 24. Privacy

NCVER complies with the Privacy Act 1988 and the National Privacy Principles (NPPs) which form part of the Act, in its management of Personal Information and sensitive information related to race, religion, political affiliation or to any health information it may collect. NCVER follows these national principals in its collection, use, maintenance, disclosure and storage of such information. Full details can be found in the Privacy Policy and Procedures (as amended from time to time). This policy does not form part of this agreement.

## 25. Information Management

The Information Management Policy is designed to ensure the security of NCVER IT systems, and the data held on them. It also sets out the parameters for the appropriate use of systems and the data held on them. Full details can be found in the Information Management Policy (as amended from time to time). Failure to adhere to the requirements shall constitute unsatisfactory behaviour and may result in disciplinary action in accordance with Clause 76 Disciplinary Action. This policy does not form part of this agreement.

## 26. Career Path

NCVER recognises the benefits to the organisation and the individual when employees have the opportunity to enhance their future career prospects through expanded job experience and the development of a wider range of skills.

On an ongoing basis, NCVER commits to promoting career development opportunities that are consistent with business needs by:

- highlighting job opportunities as they arise within NCVER
- identifying the scope of career development on an organisation-wide basis
- encouraging lateral as well as upward career moves, including mentoring/coaching, succession planning and job rotations
- promoting staff development opportunities as outlined in the Personal Development Policy and Procedures (as amended from time to time).

## 27. Work/Life Balance and Workloads

NCVER will endeavour to provide workloads that allow for a desirable work/life balance that recognises the family and other personal commitments of employees. This agreement contains mechanisms to assist in achieving that balance such as flex-time and variable leave without pay.

The standard working week is 37.5 hours and managers should not ordinarily allocate work that cannot reasonably be done within this time. It is acknowledged that there are periods when it is not possible to comply with this intent. The time off in lieu or overtime provisions should be utilised for short periods of time where employees are requested to work more than their standard hours.

This agreement recognises the responsibility of managers to ensure that the company's objectives are achieved and work obligations in each area are fully carried out within an environment of reasonable workloads and annual leave entitlements.

The work objectives are negotiated within the performance plan and will be re-negotiated if organisational needs change or excessive workloads occur.

Where excessive workloads are identified these will be reviewed by the JCC with a view to finding ways to achieve the required results without continual reliance on excessive workloads.

## **28. Occupational health and safety**

NCVER will strive to provide safe working conditions for all people associated with our business. NCVER management and all employees have a responsibility for implementing the OHS Policy. NCVER will ensure employees are consulted and encouraged to contribute to the decision making process on OHS matters and that all managers, supervisors and employees receive appropriate information, instruction, training and supervision to carry out their responsibilities.

Full details can be found in the OHS Policy, Procedures and Guidelines (as amended from time to time). This policy does not form part of this agreement.

## **29. Workplace harassment and discrimination**

NCVER is committed to providing a harassment and discrimination free working environment for all its staff. Full details can be found in the Workplace Harassment Policy and Procedures (as amended from time to time). This policy does not form part of this agreement.

## **30. Site transfers**

Employees and their representatives will be consulted at the earliest practicable stage of any proposal to move employees to a new site. Consultation will include:

- a) an explanation of, and opportunity to discuss, the business case for the move
- b) discussion of alternative options if the proposed move is likely to cause significant inconvenience to those affected
- c) the selection of functions to be moved
- d) the process for selection of employees to move so that to the fullest extent practicable the movement of employees will be on a voluntary basis if not all functions are moving; and
- e) hardship factors which will be considered in selecting employees to move if not all functions are moving.

## **31. Environmental initiatives**

NCVER and its employees are committed to exploring initiatives and implementing practical measures that reduce NCVER's carbon footprint, promote environmental sustainability and minimise the unnecessary consumption of resources.

## **32. Mature aged workers**

NCVER supports mature aged employees to utilise flexible work practices, such as the variety of leave provisions and part-time working options as a means to assist transition into retirement, if desired.

Employees are encouraged to discuss the various options, eg purchased leave, part-time work etc.

## PART C: Classifications and Salary

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### 33. Classification structure and employment contracts

A six-band classification structure of staff positions has been agreed between the parties.

Trainee band  
Graduate band  
NCVER Band 1  
NCVER Band 2  
NCVER Band 3  
NCVER Management Band

Refer to attachment A: Work-band descriptors and Attachment B: Rates of pay.

### 34. Competency descriptors

The agreed competencies and work band standards for each of the classification bands are shown in Attachment A: Work-band descriptors. The signatories agree to monitor the use of the descriptors. If further development is required, it will be done by the JCC in consultation with staff.

### 35. Rates of pay

The rates of pay for employees covered under this agreement shall be those contained in Attachment B. Where an employee takes up the option of salary packaging, the employee's salary for purposes of superannuation, severance and termination payments, and any other purposes, will be determined as if the salary packaging arrangement had not occurred.

### 36. Increases in rates of pay

Following negotiations which considered:

- wage movements in comparable organisations including State/Territory training authorities, the Department of Education, Employment and Workplace Relations (DEEWR), universities and other research agencies such as the Australian Council for Educational Research (ACER) and the Australian Institute of Health and Welfare (AIHW)
- recent changes in wages nationally and in the Consumer Price Index (CPI)
- economic forecasts of wage movements and changes to the CPI
- any national safety net adjustments made by the Australian Industrial Relations Commission (as a minimum benchmark) and

having regard to:

- productivity in NCVER (noting there is no single definitive measure of productivity), and
- affordability so that staff shedding is not required to finance pay rises

NCVER will pay the following increases to rates of pay:

- a) from the first full pay period on or after 6 February 2009, an increase of 4.0% backdated to 6 February 2009
- b) from the first full pay period on or after 6 February 2010, an increase of 3.5% backdated to 6 February 2010.
- c) from the first full pay period on or after 6 February 2011, an increase of 3.0% backdated to 6 February 2011.

The parties will review the quantum specified in Clause 35 by 1 February each year of this agreement if the rate of inflation (CPI) for the previous year at the December quarter (based on the National All Groups) exceeds the agreed salary increase.

### 37. Method of salary payment

Employee's salaries are paid fortnightly by electronic funds transfer to a nominated account(s) with a financial institution of their choice located in Australia. Changes to the form of payment may be made to accommodate unusual situations or circumstances with prior consultation with the affected staff.

The fortnightly rate of pay is determined by applying the following formula:

Fortnightly pay = Annual salary x 12 ÷ 313.

The hourly rate of pay is based on a standard day (7.5 hours) and is determined by applying the following formula:

Hourly rate = Fortnightly salary ÷ 75

### 38. Salary for part-time employees

Salary for part-time employees will be calculated according to hours worked, on a pro-rata basis of a standard day (7.5 hours).

### 39. Salary advancement

Employees will be entitled to a salary review within the relevant band annually, at the anniversary of the appointment to their current salary band. Such an advancement is to be negotiated with the Managing Director (through the relevant branch manager and General Manager where applicable).

Employees may be rewarded with pay increases additional to the increases specified in Clause 36 where they can demonstrate improvements in their own productivity, significant achievements in the job or as a means of retaining their services should their skill set be in high demand by other employers. Refer to Attachment C Guidelines for Individual Salary Negotiation.

### 40. Band re-classification

If changes to a role increase the complexity and/or level of responsibility of a job (noting that change per se does not automatically give rise to increased complexity and responsibility), and the changes are significant enough to justify the position being in a higher band, then it will be advertised in line with the NCVER Recruitment and Selection Policy;

Where the position of a current staff member is reclassified to a higher band, that position is treated as being new. If the incumbent does not win the new position, NCVER will make every effort to redeploy the staff member elsewhere in the organization, at their current rate of remuneration level. This will include the provision of training. Where after training a position cannot be found, the redundancy provisions will apply in accordance with Clause 78.

### 41. Trainees

Trainees will be paid on the basis of years since leaving school as set out in Attachment B.

### 42. Graduates

NCVER may choose to appoint staff under its graduate program. Graduates will be paid as per salary scales in Attachment B.

Graduates will be consulted prior to placements and upon satisfactory completion of the program will be appointed to a research officer (band 2) position.

### 43. Superannuation—full-time and part-time employees

All NCVER employees receive standard superannuation contributions, based on their ordinary time earnings (as defined by the Australian Taxation Office's Superannuation Guarantee Ruling). The amount of NCVER contribution is as follows;

<u>at 6 Feb 2009</u>	<u>at 6 Feb 2010</u>	<u>at 6 Feb 2011</u>
9.33%	9.66%	10.0%

Employees may nominate a complying superannuation fund of their choice to which superannuation contributions will be paid.

Superannuation contributions will be made for employees over 70 years of age.

New employees will be issued with a standard choice form to nominate a complying superannuation fund of their choice. This form should be completed and returned to the Payroll/Administration Officer within 28 days of commencement of employment with NCVER.

Failure to provide such notice will result in superannuation contributions being placed in the default NCVER superannuation plan with AMP.

Employees may notify, in writing, any change in their choice of superannuation fund at intervals of not less than 12 months, by completing a standard choice form and forwarding to the Payroll/Administration Officer.

In addition any employee who is a member of a complying superannuation fund will be able to make personal contributions to superannuation by way of after-tax salary deduction or a sacrifice of gross (pre-tax) salary (subject to statutory limits).

Personal contributions may be made at the rate of:

<u>After tax contributions</u>	<u>Pre tax contributions (salary sacrifice)</u>
3% or 6% of gross salary	4% or 8% of gross salary

Staff contributing at 6% after tax or 8% salary sacrifice (high level contribution rates), will be entitled to additional employer contributions, bringing the aggregate NCVER contribution to;

<u>at 6 Feb 2009</u>	<u>at 6 Feb 2010</u>	<u>at 6 Feb 2011</u>
15.33%	15.66%	16.0%

Staff contributing 3% after tax or 4% salary sacrifice will be entitled to the statutory employer contribution plus half of the additional employer contributions payable to staff contributing at the high level contribution rate.

Personal contributions in excess of the high level contribution rates are possible for all employees after discussion with the Manager, Corporate Services.

Subject to relevant legislation, employees will be able to make contributions to superannuation on behalf of their spouse. NCVER recommend employees seek independent financial advice regarding the impact of spouse superannuation contributions.

For all new employees, NCVER will offer a financial superannuation counselling opportunity to the value of \$250 to be taken within the first 12 months of employment. Paid leave of up to two hours is available for this financial counselling.

#### 44. Payment on death

Upon the death of an employee, any payments that the employee was entitled to upon cessation of employment shall be paid to the employee's estate.

## Part D: Allowances and travel

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### 45. Travel and accommodation expenses

Overseas and domestic air travel will be at economy standard or as otherwise specified as a result of a higher standard being included in project contracts.

Travel and accommodation expenses for work-related travel approved by the relevant manager are reimbursed as informed by the Australian Taxation Office (Taxation determination regarding reasonable travel and meal allowance expense amounts). The conditions applicable to the payment of travel allowance are:

- a) Staff will be paid an appropriate meal allowance for their period of absence.
- b) Incidentals allowance is payable at the rate of one allowance per each overnight absence (not payable for day trips).
- c) Where meals are provided to an NCVER employee as part of conference/seminar proceedings or otherwise provided by a third party at no cost to the NCVER employee, meal allowance is not payable by NCVER in respect of that meal.

Variations to accommodation allowances may be approved by the Managing Director or Manager, Corporate Services in special circumstances. For example, where no accommodation is available within reasonable proximity to the work location within the specified accommodation allowance or where employees are required to stay at the same venue as other members of a party with whom they are working, even though it may be more expensive than provided for by their standard allowance.

All overseas travel is subject to prior approval by the Managing Director. Rates of travel allowance will be determined in accordance with information received from the Australian Taxation Office.

Where employees are residing at a locality away from their home locality for more than 21 days, reviewed rates of travelling allowance in accordance with information received from the Australian Taxation Office and based on reasonable accommodation and meals costs shall apply after the 21-day period.

Employees in salary bands 1, 2, Trainee and Graduate bands who are required by the direction of NCVER to travel on official duties outside their normal working hours, may record such travelling time as working time. Travelling time is regarded as any time between arrival at the airport and arriving at the destination.

### 46. Work-related expenses

In addition to travel costs away from home base, relocation expenses and reunion visits mentioned elsewhere in this agreement, upon production of satisfactory evidence, NCVER will meet reasonable requests for the reimbursement of expenses incurred by employees in performing their duties.

This will require the prior agreement of the manager, Corporate Services or the Managing Director and may be a regular claim. This will include reimbursement of telephone calls (requiring itemised evidence), fuel and parking costs incurred in using a private vehicle for approved work purposes (excluding daily parking or daily travel to and from work), and any other approved expenditures.

Lap-top computers and mobile telephones will be available from a company pool for the work use of employees requiring such equipment when working off site.

### 47. Team building across NCVER

A budget of \$100 per annum per staff member for each Branch within NCVER will be allocated each calendar year to be used at the discretion of the Branch manager for team building to contribute to NCVER corporate goals and productivity. This money is not cumulative from year to year. Funds may be used for one event or a number of events. Events that facilitate across branch linkages are encouraged.

The Christmas lunch for all staff is considered a team building activity in addition to the above. This will be held annually in Adelaide at a date determined by the Executive.

### 48. Higher duties allowance

An allowance for performing the duties of a higher position will be paid for a period of acting in that position. No payment is payable for periods of less than ten working days.

Higher duties may be paid for performance at a higher level either within the employee's salary band, or within a higher band. Approval of higher duties allowance is given by the Managing Director on the recommendation of the relevant manager.

The payment may either reflect full or partial performance of the duties of the position. Should partial performance of duties be approved, the duties to be undertaken together with the residual duties will be noted and provided to the employee.

## 49. Wellbeing allowance

An allowance of up to \$99 per calendar year will be allocated to each staff member to contribute to personal items that are conducive to the staff member's general wellbeing.

All or part of the allowance will be accessible as a reimbursement upon production of a receipt issued for an eligible item.

Eligible items include, but are not limited to:

- weight loss programs
- substance abuse management
- health check-ups (i.e. dental, eyesight, cholesterol, etc.)
- massage sessions
- meditation sessions
- fitness classes
- gym membership
- relaxation sessions
- 'Self' training (i.e. positive thinking, self-esteem, emotion management, etc.)
- alternative therapies (not otherwise covered by the individual's health fund)
- sporting activities/instruction (leisure courses)
- sporting/health equipment

## 50. Childcare allowance

NCVER will contribute to the cost of school holiday care for primary school children of employees when an employee requests recreational leave during a school holiday period and for business reasons is unable to take that leave. Where both carers work for NCVER, the allowance will only be paid when both are at work.

On production of receipt from an approved school holiday program provider, NCVER will reimburse \$10 per child per day.

Where an employee has caring responsibilities and NCVER requires that employee to travel, NCVER will reasonably compensate for costs incurred when alternative care arrangements are required.

## 51. First aid certificate allowance

Where an employee possesses a current Senior First Aid certificate and is appointed as a first aid officer for a period of three years for NCVER, then that employee will be paid an allowance for this responsibility. For the life of this agreement, this amount will be \$20.00 per fortnight.

## 52. Relocation expenses

A new employee with a contract of 12 months minimum, who is moving from interstate to take up the appointment, or a current employee who is required to move interstate to fulfill NCVER business needs, will be eligible for reimbursement of relocation expenses. These expenses may cover:

- a) the cost of relocating household effects, on the provision of three written quotes from different removalists
- b) if required, accommodation in either city to a maximum of five nights, paying the appropriate per diem and accommodation allowance for that city.
- c) A motor vehicle allowance if the employee drives from one site to the other, or an economy air-fare, or a first-class train fare for each family member.

In addition, a disturbance allowance will also be paid. For the life of this agreement, this allowance will be the amounts as circulated by the Commonwealth department responsible for workplace relations.

### **53. Membership of professional associations**

All employees are encouraged to belong to appropriate professional associations. NCVET will pay the annual membership fees of one association for each employee. Such membership will be at the Managing Directors approval. Additional membership funded by NCVET may be available at the Managing Directors discretion. Nominated staff are also given membership of AVETRA.

## PART E: Working hours

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### 54. Ordinary hours

The ordinary hours of work shall consist of a working day of seven hours and thirty minutes for full-time employees.

Flexi time is available to all staff in accordance with Clause 59.

### 55. Part-time employees

Part-time employees, in agreement with their manager and taking account of business needs, will:

- nominate set days each week when they will work, or
- work flexible arrangements as determined by business needs.

For part-time employees, pro rata conditions will apply for all leave.

### 56. Public holidays and Christmas shutdown

An employee will adhere to the public holidays as observed in the State/Territory where the employee ordinarily performs duty.

When any designated public holiday for which an employee is entitled to payment occurs during any period of recreation leave, then that public holiday is not deducted from the balance of an employee's recreation leave entitlement.

All NCVER staff will be given three extra paid holidays between Christmas and New Year in addition to the designated public holidays (part-time employees will receive payment for their normal hours of work). The NCVER offices will be closed between Christmas and New Year.

### 57. Overtime

Overtime will be payable to full-time employees in salary bands 1, 2, Trainee and Graduate bands, and only with the prior approval of the relevant manager.

Subject to the operation of NCVER's flexible working-time arrangements, for full-time employees who are eligible for overtime, all work done in excess of usual daily ordinary hours shall be overtime.

Overtime will not be paid except where it has been authorised by NCVER management.

#### Rates

<u>Time/Day</u>	<u>Rate</u>
First three hours (Mon - Sat)	Time and one half
After the first three hours	Double time
Sunday	Double time
Public Holiday	Double time and one half

#### Part-time staff

All part-time staff will be consulted when additional work is available and, if agreed, can work the additional time over their contracted hours. A 15% loading on their ordinary rate, in lieu of leave entitlements, will apply to the hours worked beyond their contracted hours.

For part-time staff eligible for overtime, overtime will be paid when working in excess of 37.5 hours per week or 7.5 hours per day. Overtime will not be paid except where it has been authorised by NCVER management.

#### Time off in lieu

An employee and their manager (through mutual agreement) may allow for the employee to take time off in lieu of payment for overtime. For the purposes of this provision, 'time off in lieu' will be granted for a period equivalent to the period of overtime worked.

### Meal allowance

The cost of meals in accordance with APS rates as notified by the Commonwealth department responsible for workplace relations incurred while working on approved overtime will be reimbursed by NCVER.

## 58. Time off in Lieu (TOIL)

Subject to the operation of NCVER's flexible working-time arrangements, those employees who are not eligible for paid overtime (ie staff in Band 3 and Management Band), and with prior approval by their Manager, are able to take TOIL for work done in excess of normal daily hours.

## 59. Flexitime

Flexitime is available to all staff, at the discretion of their immediate manager. Consideration must be given to the impact on clients, other members of the branch and the personal needs of the employee, that adequate supervision is available, and the safety of the employee when deciding whether flexi time arrangements are appropriate. Employees and managers must ensure that the operational needs of NCVER are met.

Based on work requirements or non-compliance to the flexi time guidelines, a manager may cause an employee, or group of employees in a workplace to revert to standard hours for a period, or enter into a local agreement to temporarily vary the existing flexi time arrangement.

### A. Principles of the flexitime system

This system is to operate by individual negotiation between an employee and the appropriate manager and will function on principles based on effective and flexible NCVER operations. Flexi-leave is where an employee works less than their nominated regular hours on any day and is not on another form of leave.

### B. Employee responsibilities

Employees covered by flexi time arrangements will each day record their actual time of arrival and departure, any breaks and core-hour leave absences on an approved timesheet.

### C. Management responsibilities

In the event where an employee and manager cannot resolve a disagreement concerning flexi time arrangements, the employee may request that the matter be referred to the Managing Director, or delegate thereof, who will finally determine the matter.

### D. System operation specifics

#### a). Application:

Applicable to all employees covered by this agreement

#### b). Maximum credit

Fifteen hours carry over credit only at end of each pay fortnight

#### c). Maximum debit

Seven hours and thirty minutes carry over debit only at end each pay fortnight

#### d). Standard day

8.45am to 5.00pm (seven hours and thirty minutes with forty-five minute lunch break)

#### e). Core times

9.30am to noon and 2.00pm to 4.00pm Monday to Friday (normal working days)

#### f). Flexi time bandwidth

7.30am to 6.30pm Monday to Friday (normal working days)

#### g). Flexi time credit usage

Between one minute and 15 hours at any one time.

### E. Approval of flexitime credit

a) Flexi time credit in excess of the maximum requires the approval of the relevant General Manager.

b) A manager may require an employee not to work hours in addition to their regular hours where there is insufficient work.

c) Prior approval and reasonable notice is required for any flexi-leave during core-time hours or where predetermined operational requirements would be affected.

d) The manager will consider operational requirements and the needs of employees when determining whether or not to approve flexi-leave.

## 60. Home-based work

There are a number of circumstances in which working from home is allowed, contingent on business needs being met efficiently. Full details can be found in the Working from home Policy (as amended from time to time). This policy does not form part of this agreement.

## 61. Care of an employee with long-term illness

Where an employee suffers from a long-term illness which does not permit regular attendance at the workplace, NCVER will undertake, as far as is practicable and with the Managing Director's approval, to make flexible working arrangements for that employee, having consideration to that employee's role and responsibilities.

## 62. Reunion visits

An employee who, as a consequence of his/her engagement by the NCVER, is required to become temporarily domiciled in a place other than the locality in which his/her principal place of residence is located for a minimum of three months, and is provided by the NCVER with assistance in the provision of that temporary domicile, will be entitled to a reunion fare to that locality. This will occur provided that the entitlement does not arise more frequently than at two calendar month intervals with the first entitlement due after an absence of two months (e.g. six entitlements over a period of 12 calendar months).

There will be no entitlement to a reunion fare when the locality of the employee's principal place of residence is also that of the place of employment.

'Reunion fare' is defined as a return economy class air fare on a scheduled commercial airline to that airport closest to the employee's principal place of residence.

## PART F: Leave

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### 63. Recreation leave

Recreation leave provides staff with the opportunity to take a break from work and pursue personal interests. This provision aims to promote the general wellbeing of staff and to create a reasonable balance between work and life.

Managers are responsible for managing leave by organising workloads. Employees are responsible for giving reasonable notice that they wish to take recreation leave.

A full-time employee is entitled to 20 working days (150 hours) of recreation leave for each year of service. Part-time employees receive a pro-rata entitlement. Leave may be taken as accrued.

Leave can only be taken at a time approved by the Managing Director and can be taken in more than one period. Recreation leave of over eight weeks (40 days) (pro-rata for part-time staff) cannot be accumulated without prior approval by the Managing Director. The Managing Director may direct employees with an excessive recreation leave balance to take a period of leave to reduce the balance to below eight weeks.

If an employee on recreation leave wishes to convert to:

- sick leave: this will be at the Managing Director's discretion upon receipt of a medical certificate, or
- special leave: this will be at the discretion of the Managing Director.

### 64. Personal leave

NCVER recognises that employees will need time away from work because of personal illness or injury, to care for an immediate family or household member or for other unplanned special circumstances. Unused personal leave credits accumulate without limitation, but unused personal leave credits are not paid out on separation.

#### Entitlement

- a) From the commencement of employment at NCVER, full time employees are granted personal leave of 20 working days on full pay.
- b) From each anniversary of that employment, the employee is granted a further 20 days on full pay.
- c) From the commencement of employment at NCVER, fixed-term employees (except those who receive a casual loading) are granted personal leave of 3.4 working days on full pay, then accrue 1.66 days after the second and subsequent completed months of service.
- d) Full-pay credits may be converted to half-pay credits as required.
- e) NCVER may, subject to approval by the Managing Director, on application by the employee:
  - advance the employee personal leave credits otherwise due on the next anniversary and/or
  - grant to the employee special paid or unpaid leave
- f) Part-time employees will receive the above entitlements on a pro-rata basis.

#### Use of personal leave

Circumstances giving rise to the use of personal leave are:

- to recover from a personal illness or injury
- to care for immediate family or household members who are ill or injured and for whom the employee has caring responsibility (but not simply to undertake normal caring responsibilities)
- to assist family members with legal and medical appointments that could not be made outside of working hours
- for bereavement leave for a family member (in excess of compassionate leave entitlement)
- to move house
- to respond to any emergency considered appropriate by their manager.

### Leave for caring purposes

There is no cap placed on the use of personal leave for caring purposes. However, it is only to be used for occasional, non-avoidable and non-enduring situations while longer-term arrangements are being made if necessary. For example, personal leave cannot be used as a substitute for normal child care arrangements during school holidays or to attend planned school functions such as sports days or parent/teacher meetings. The flexible working hours system or recreation leave entitlements should be used in these circumstances.

All employees, including casual employees are entitled to 2 days unpaid carers leave each time a member of their immediate family or household requires care and support due to illness, injury or unexpected emergency. Unpaid carers leave is only available for full-time and part-time employees once paid personal leave entitlements have been exhausted.

### Leave for moving house

One day per year may be taken for the purpose of moving house. This leave is deducted from an employee's Personal Leave entitlement.

### Certification requirements

An employee must provide medical certification or other evidence for personal leave absences of more than two consecutive days. The Managing Director may request medical certification or other evidence for any absences if there is reasonable doubt that Personal Leave is not being taken in a manner consistent with the purposes for which it is intended. Any request for certification or evidence must be made in advance and not retrospectively.

## 65. Compassionate Leave

An employee is entitled to a period of up to 2 days compassionate leave for each occasion when a member of the employee's immediate family or household member;

- Contracts or develops a personal injury or illness that poses a serious threat to his or her life; or
- Dies

Application for extension of this leave up to five days may be made to the Managing Director and will be determined on a case-by-case basis. Any period of compassionate leave in excess of two days will be deducted from an employee's personal leave entitlement. In the case of an employee having exhausted their personal leave entitlements, special leave may be applied for.

## 66. Special leave

Additional special leave may be approved on a paid or unpaid basis at the discretion of the Managing Director on the recommendation of the relevant manager. This may include unpaid ceremonial/religious leave for employees of Aboriginal or Torres Strait Islander descent, for any other recognised religious holidays or bereavement.

## 67. Long-service leave

After seven years continuous service an employee qualifies for 45.5 working days leave on full pay, or 91 days on half pay at this time. In respect of each continuous years service thereafter, 6.5 days on full pay or 13 days on half pay will be granted. Broken periods of service, where the break is up to 60 days in duration, will accumulate long service leave.

Where a public holiday falls due (on a weekday) such public holidays will not be counted as long service leave.

For staff who have had continuous employment at NCVET for a period greater than ten years as at 6/2/2003, then in the sixteenth year of service and thereafter, 10.7 days leave on full pay or 21.4 days leave on half pay will be granted.

Long-service leave does not accrue during a period of leave without pay. When staff are on a period of secondment, long-service leave may accrue at the discretion of the Managing Director.

Applications for long-service leave are approved by the Managing Director. Staff may opt to be paid out long-service leave credits after seven years.

If an employee with not less than seven years' continuous service resigns before taking long-service leave, a pro-rata lump sum payment in lieu of leave will be made.

Long-service leave may be converted to personal leave or special leave at the discretion of the Managing Director.

## 68. Variable leave without pay (48 in 52)

Variable leave provides staff with the opportunity, subject to negotiations with their manager and approval by the Managing Director, to take leave in addition to their normal weeks of recreation leave. This provision allows greater flexibility for staff members who wish to address personal issues of work/life balance, and for staff who wish to extend their leave options for other personal reasons.

Application for variable leave should be made on the variable leave agreement form and intended dates for use of variable leave should be given together with an indication of when recreation leave will be taken. This forms the basis of the variable leave agreement for a 12 month period. Prior to each individual period of variable leave taken within the agreement year, a standard NCVER Application for Leave form must be completed, authorised by the employee's manager. Variable leave becomes available to the staff member as soon as they begin to work under the reduced salary. However, employees are responsible for giving reasonable notice that they wish to take variable leave.

Under this provision an employee may purchase up to four weeks variable leave per year, to be taken in addition to recreation leave, by being paid a reduced salary for 52 weeks. The formula for calculating reduced salary is below and ensures horizontal equity against other forms of flexible working practices.

### **Adjustment to salary of a person working VLWOP**

Number of potential working days in a year: 227.89\*

*\*The formula for calculating the pay rate for persons on variable leave is*

$$\frac{\text{potential working days in year (227.89)} - \text{variable leave days}}{\text{potential working days in year (227.89)}}$$

<b>Days VLWOP</b>	<b>Salary paid during VLWOP year</b>	
5	0.978	of full time salary
10	0.956	of full time salary
15	0.934	of full time salary
20	0.912	of full time salary

On average there are 365.25 days per year of which 5/7 are weekdays, so weekdays= 260.89 days. There are 13 public holidays (including 3 NCVER holidays) and we allow 20 days per year recreation leave. So =260.89-13-20=227.89.

This form of leave does not lead to loss of any other entitlements, apart from the specified salary variation and a corresponding reduction in superannuation contributions.

If employment is terminated, a reconciliation of payment received and purchased leave taken will be made and the employee's final payment will be adjusted to take into account any over or under payments.

## 69. Leave without pay

Leave without pay, other than that referred to in Clause 68, may be granted by the Managing Director for any period. All leave entitlements (recreation, long service and personal leave) will not accrue whilst a person is on leave without pay.

Where an employee has approved leave without pay (LWOP) for a period of 6 months or longer, the employee may be required to return to a position at the same salary level, performing commensurate duties to those prior to going on leave, but is not guaranteed the particular position they held prior to going on leave. Employees on LWOP for a period of 6 months or longer will have their right to vote on staff issues suspended.

Leave without pay for work-related purposes which will not result in such loss of entitlements may be approved at the discretion of the Managing Director.

Employees returning from a period of leave without pay will not be made redundant unless circumstances as outlined in Clause 78 have occurred.

## 70. Parental leave

For employees with at least 12 months continuous service, entitlement for parental leave is up to 12 months without pay. Female staff are entitled to paid maternity leave within this 12 month period; this applies also to the adoption of a child of under five years of age.

Period of Maternity Leave;

- From 6/2/2009 – 13 weeks
- From 6/2/2010 – 14 weeks
- From 6/2/2011 – 15 weeks

The number of weeks maternity leave payable will be that applicable at the time of commencement of leave.

Paid paternity leave of one week is available within three months of the birth of a child, or from the date of adoption of a child of under five years of age.

An employee who is pregnant is required to be absent from work six weeks before the expected date of birth until six weeks after the actual birth of the child, unless the employee provides medical evidence declaring that the employee is either fit to continue or return to work.

Where both parents are employees of NCVER and choose to share parental leave, their combined period of absence must not exceed 12 months from the date of birth, or adoption.

## 71. Defence services leave

Any employee of NCVER belonging to the reserve defence forces will have leave approved for mandated training.

## 72. Emergency services leave

Any employee who is a volunteer worker with a recognised emergency services organisation will be granted up to five days leave with pay to fulfil their duties in relation to an emergency situation they are required to attend. This leave is not available for ongoing duties of a non-emergency roster.

## 73. Donation for medical purposes

Any employee will be granted leave with pay for a maximum of four visits each year for a period of 1.5 hours each time to donate blood.

Application for leave for organ donation may be made through personal leave provisions.

## 74. Jury service

Leave of absence with full pay will be granted by the Managing Director to enable an employee to attend Court as a juror.

## 75. Counselling services

An employee is entitled to four NCVER-funded confidential counselling visits per year with either ITIM Australia or OCAR Services. This counselling may be related to personal, work-related or family issues.

## Part G: Disciplinary action, termination and dispute resolution

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### 76. Disciplinary action

1. An employee who exhibits:
  - a) unsatisfactory behaviour,
  - b) behaviour in a private capacity that adversely and seriously reflects on NCVER, or gross misconduct,  
may become liable to disciplinary action.

Where allegations regarding any of the above are made against an employee the employee shall at any time be entitled to assistance or representation from anyone of their choice.

2. Where an employee may be liable to disciplinary action;
  - a) The disciplinary allegation may be dealt with and determined by the employee's immediate manager who, after affording the employee a reasonable opportunity to respond in writing or orally, shall, if applicable, counsel and convey to the employee the standards expected of that employee. A written record of such counselling shall be made. The employee will be shown the written record and will have the opportunity to comment on its contents whether in writing or orally;
  - b) An employee, the employee's immediate manager, or the Managing Director may require a disciplinary allegation to be referred to the Managing Director to be dealt with and determined by the Managing Director in accordance with the provisions of this clause;
  - c) The employee shall be informed by the Managing Director in writing of the alleged behaviour or omission and shall be given reasonable opportunity to respond in writing or orally to each allegation;
  - d) If it is alleged that the behaviour or omission constitutes gross misconduct:
    - the employee shall, on receipt of the written notice of the allegation(s), be entitled to take not more than seven days special leave with pay and shall provide a written response;
    - the Managing Director shall refer the allegation(s) and the employee's response to an appropriate person or committee formed for the purpose, or external counsellor/consultant who shall investigate and provide a report to the Managing Director within seven days;
  - e) The Managing Director shall have regard to the report and shall determine, on the balance of probabilities, whether the employee is liable to disciplinary action and shall so advise the employee.
3. Where the Managing Director determines that an employee is liable to disciplinary action:
  - a) the Managing Director shall so inform the employee and provide the employee with a reasonable opportunity to respond (either orally or in writing) as to what, if any, disciplinary action should be taken by the Managing Director if that issue has not previously been addressed by the employee; and
  - b) if the Managing Director determines that disciplinary action should be taken, the Managing Director may do any one or more of the following:
    - counsel the employee as to the standard of work or behaviour expected of the employee;
    - reprimand the employee;
    - suspend the employee without remuneration for a period not exceeding four weeks;
    - if the employee has been the subject of previous disciplinary action, terminate the employee's employment on giving four weeks' notice or making payment in lieu thereof;
    - if the employee is guilty of gross misconduct, terminate the employee's employment with or without notice.
4. Appropriate written records shall be kept at each step of the disciplinary action.
5. An employee may appeal in writing against the disciplinary finding, the disciplinary action or both to the Chair of the NCVER Board, and have access to dispute resolution procedures as

outlined in Clause 79.

6. The Managing Director may delegate to another person any part or the whole of the Managing Directors participation in the disciplinary and/or appeal process.
7. All employees who are material to the investigation must take part in internal investigations if required.

## 77. Termination of employment

An employee's employment may be terminated in accordance with the Workplace Relations Act 1996 and subordinate legislation. Termination of, or a decision to terminate employment cannot be reviewed under the Joint Consultative Committee outlined in this agreement. The sole and exhaustive rights and remedies of an employee in relation to termination of employment are those that the employee and NCVER enjoy under:

- Division 3 of Part VIA of the Workplace Relations Act 1996 (as amended from time to time)
- other Commonwealth laws (including the Constitution)
- at common law.

Poor performance by a staff member will be dealt with under NCVER's performance management no surprises policy and under the procedures outlined in Clause 19.

### Employee consultation process

Prior to reaching any decision to terminate an employee on grounds other than would justify summary dismissal, the employer will:

- a. inform the employee that the termination of their employment is being considered
- b. advise the employee of the reasons for termination
- c. provide the employee with an opportunity to show cause why their employment should not be terminated.

An employee shall be given reasonable time to respond, and shall be provided with details of any relevant material. An employee may be assisted by a workplace representative.

Any request by the employee to meet and discuss the matter shall not be unreasonably refused.

### Resignation

NCVER requires employees to give a reasonable period of notice of intention to resign from their employment. A minimum period of two weeks notice is required unless otherwise indicated by the Managing Director. Four weeks notice is required for staff within the Management salary band and key individuals within the organisation. All employees will receive notification of applicable notice period in enterprise wide salary adjustment letters each year. Thereafter, the applicable notice period for individuals will be specified in the letter of offer at the time of employment or change in role.

Recreation and long service leave cannot be taken during the notice period.

If a staff member fails to give the required notice, NCVER has the right to withhold monies due to the staff member to a maximum amount equal to the staff members rate of pay for the period of notice.

## 78. Redundancy entitlements

### Definition

Redundancy is where a position is no longer required to be performed as a result of:

- the closing down or reorganisation of the whole or part of NCVER's operations or by amalgamation of NCVER's operation with another organisation
- the adoption of changed business practices
- technological change, changes to business levels
- the duties usually performed by the employee are to be moved to an interstate location and the employee is unable to perform the duties at the new location.

An employee shall not be deemed redundant if:

- immediately prior to termination he/she is employed on a casual or fixed-term basis; or

- immediately prior to termination he/she is employed on a fixed-term basis and the termination occurs on the expiry of the fixed term; or
- he/she has voluntarily retired under provisions of a pension or superannuation scheme; or
- he/she is offered suitable alternative employment on the same site; or
- the closure is attributable to war, earthquake, or civil disturbance

When a position is identified as being redundant, the Managing Director or representative of, will at the earliest practicable time:

- advise in writing, the employee(s) directly affected and their representatives of the situation, the reasons and scope of any alternative options canvassed
- hold discussions with the employee(s) and, if they choose, their representatives.

On redundancy employees will receive four weeks notice, or pay in lieu of notice, plus two weeks salary for each year of service, or part thereof. Broken periods of service, where the break is up to 60 days in duration, will be accumulated.

Where an employee has worked part time during the period of service, or taken variable leave without pay, the redundancy payment will be calculated on a pro-rata basis.

Salary means final salary or an average of the past 12 months, whichever is the greater.

NCVER will provide the affected employee(s) with the following:

- financial information regarding the amount of severance pay (including pay in lieu of notice, any pro-rata recreation leave or pro-rata long service leave), taxation rates applicable to various payments, and any options in relation to superannuation
- assistance with access to counselling/outplacement services.

The maximum entitlement under this Clause shall be payment equivalent to a total of 52 weeks salary.

For an employee who is over 45 years old and has completed at least two years continuous service with NCVER, the period of notice will be increased to five weeks or payment in lieu.

### Selection process

Where selection for retrenchment is necessary, because the number of employees in like positions needs to be reduced, selection will be based on matching performance and skills of employees with the ongoing business need. The primary factors for selection for retention will be performance and skills. Where possible, NCVER will also consider the preferences of affected employees.

## 79. Dispute resolution procedure

- a) A dispute regarding the application of, or interpretation of this agreement, or any other workplace grievance, must initially be dealt with as close to the source(s) as possible, with graduated steps for further discussion and resolution at higher levels of authority.
- b) An employee or group of employees may choose to be assisted by a representative of their choice, at any stage of the process. Any reference to an employee or group of employees also applies to their chosen representative.
- c) At the first stage of the process the employee or employees should inform their manager of the substance of the grievance or dispute. As soon as practicable, the employee(s) with the grievance and their manager shall meet and confer on the matter.
- d) If the matter is not resolved at such a meeting, the employee(s) with the grievance or the manager shall arrange for further discussions between the employee(s) and more senior levels of management.
- e) If the matter is not resolved through this process the employee(s) may request that the JCC consider the matter.
- f) The employee(s) or their representative is required to notify (in writing or otherwise) the JCC of the substance of the grievance, and request a meeting with JCC for bilateral discussions and state the remedy sought.
- g) The JCC will set up a conciliation committee of JCC members not involved in the dispute and other advisors (e.g. Corporate Services Manager or HR Advisor) as deemed appropriate. This conciliation committee will determine resolution of the dispute and make a recommendation to the Managing Director.
- h) Reasonable time limits must be allowed for discussion at each level of authority.
- i) At the conclusion of the process, the JCC must provide a response to the employee's grievance if the matter has not been resolved, including reasons for not implementing any proposed remedy.

- j) The employee(s) can take the matter further if desired. If legal procedures outside NCVER are instituted by the employee(s), then the Managing Director will inform the Board.
- k) While a procedure is being followed, normal work must continue.
- l) If the dispute is not resolved after the above steps have been undertaken, it may be notified to the Australian Industrial Relations Commission.
- m) The parties agree that, should there be no resolution of the dispute either by the parties or by mediation, the Commission is empowered to settle the matters in dispute by conciliation or arbitration and that they will accept and implement the decision of the Commission.
- n) Nothing contained in this procedure will prevent NCVER, employees, their union or other representatives from entering into negotiations at any level if it seems likely to help resolve the problem. Where any party does this, it must advise the other parties involved in the dispute.

## PART H: Declaration and signatories

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### 80. Declaration

The parties acknowledge that:

- a ) This agreement is made and approved under section 328 of the Workplace Relations Act, 1996;
- b ) by signing below, the parties to this agreement signify their agreement to its terms

### 81. Signatories

This agreement is made in Adelaide on this the \_\_\_\_\_ day of \_\_\_\_\_ 2009.

Signed for and on behalf of the  
National Centre for Vocational  
Education Research Ltd:

\_\_\_\_\_

Signed for and on behalf of the  
Community and Public Sector Union

\_\_\_\_\_

# Attachment A: Work-band descriptors

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Issues in each band:

- level of communication/negotiation
- project management
- level of supervision and resource management
- complexity of tasks
- problem-solving
- team work
- quality processes.

Each band builds on the previous band.

## Trainee Band

Under close supervision and direction, undertake base level, operational and information support activities or administrative activities which require the application of basic procedures and techniques requiring routine knowledge. Has sound interpersonal skills including the ability to liaise with others and contribute in a team environment.

## Graduate Band

Under close supervision and direction, undertake base level professional research functions, operational and information support activities or administrative activities which require the application of basic procedures and techniques requiring routine knowledge. Has sound interpersonal skills including the ability to liaise with others and contribute in a team environment.

## Band 1 NCVET Officer Grade 1

Under close supervision, undertake base level professional research functions, operational and information support activities or administrative activities which require the application of basic procedures and techniques requiring routine knowledge. Identifies and solves problems of a straightforward nature by reference to procedures, well-documented methods and instructions, or follows routine instructions and procedures aimed at achievement of predetermined outcomes. Has sound communication skills, both written and oral as well as interpersonal skills. Mainly internal client liaison is expected and a basic understanding of quality issues and their importance.

Progression through the band would demonstrate increased ability to prioritise work and manage time effectively, identifying and solving problems of a more complex nature involving a range of skills and knowledge with depth in some areas. A growing understanding of quality issues and procedures as well as increased participation in problem-solving activities is expected, alongside well-developed communication skills.

## Band 2 NCVET Officer Grade 2

Under general supervision, undertake professional research and analysis or tasks of a technical or service-oriented nature. May also include the provision of administrative support, assistance in the preparation of procedural guidelines and basic policy documents, the provision and analysis of information, or the exercise of specific process-related responsibilities. Some day-to-day supervisory responsibilities may be expected. Good communication skills both written and oral are required. The ability to communicate with people at all levels of the organisation and with clients and stakeholders, including analysis and meeting of the requirements of internal clients, is required. Discretion and judgment are required in selecting the most appropriate method and sequence of completing operational/ research/ technical tasks in line with agreed outcomes for self and others.

Progression through the band would demonstrate capacity to contribute to one or more significant areas of work or undertake work that has an impact on corporate goals and objectives. Requires ability to self-direct application of knowledge with substantial depth in some areas and apply a range of analytic, evaluative, administrative and communication skills in diverse and specific contexts. Expected development in leadership, supervisory, planning and negotiation skills, accountability for own and other time management and resources and (self) developing representational skills.

## Band 3 NCVET Officer Grade 3

Under broad guidance and limited supervision, undertake complex and analytic research projects, corporate support functions or technical and servicing functions. High-level experience/ expertise and/or

qualifications in areas relevant to NCVER required. Expected day-to-day supervision and management of projects, work areas or programs to achieve results in line with corporate goals and objectives. High-level communication skills both written and oral are required. Representation and/ or negotiation capability and performance expected. Self-directed development of knowledge with substantial depth across a number of areas and expertise in a specialised area expected. Substantial self-directed client liaison with internal and external clients and key stakeholders required. Increasing management of human, financial and other resources and management of complex projects and procedures demonstrated. The ability to adapt to and implement change, and the ability to develop productive working relationships and open communication with colleagues in a collegial environment are needed. Responsible for maintaining quality procedures and introducing continuous improvement issues for self and others.

Increased capacity to represent NCVER independently and to manage resources expected as part of progression within band.

#### **Band 4 NCVER Management Band**

Takes responsibility for management of human, financial and other resources within branch. Assumes accountability for outcomes of own work, Branch outputs and performance and that of branch team in line with corporate goals and objectives. High-level experience/ expertise and/ or qualifications in areas relevant to NCVER required. Demonstrated leadership skills and the ability to manage and coordinate complex and diverse projects and programs are required. Capacity to exercise judgement and make decisions expected. Ongoing independent liaison with clients and key stakeholders required. Excellent communication skills both written and oral as well as experience and ability in negotiation and representation. Demonstrates strategic planning skills and the capacity to manage and allocate resources. Knowledge/ training/ experience in counselling, problem-solving, mentoring and conflict-resolution also expected. Demonstrates ability in financial management including the setting and management of budgets. Ability to lead and manage change is needed. Responsible for managing quality procedures and maintaining continuous improvement issues for self and branch.

Capacity to act at higher levels and grow the work of the NCVER expected as part of progression within this band.

## Attachment B: Rates of pay

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The following rates of pay apply under the Collective Agreement 2009-2012.

Notwithstanding the rates of pay specified below, NCVER may negotiate with an existing or prospective employee an individual remuneration package. This is provided that the components of the package to be negotiable are subject to aggregate value remaining constant had the employee not agreed to the package, and includes all other conditions in this Collective Agreement.

### NCVER annual pay rates and pay increases

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NCVER SALARY BAND	Rate of pay effective from 6 February 2009	Rate of pay effective from 6 February 2010	Rate of pay effective from 6 February 2011
	4.0%	3.5%	3.0%
Trainee/School leaver	18254	18892	19459
+ 1 year out	21250	21994	22654
+ 2 years	24667	25530	26296
+ 3 years	28252	29241	30118
Graduate Band	45747	47348	48768
NCVER Band 1	31452   55615	32552   57562	33529   59288
NCVER Band 2	54696   83422	56610   86341	58308   88932
NCVER Band 3	79311   98484	82087   101931	84550   104989
Management Band	86898   119919	89940   124116	92638   127840

## Attachment C: Guidelines for individual salary advancement

The NCVER Collective Agreement 2009-2012 (EA) includes:

### Salary advancement

Staff will be able to enter into negotiation for additional remuneration for that position under the following guidelines following certification of this agreement.

#### A. To facilitate a corporate perspective on negotiations:

1. Staff will advise their manager *in writing* before their anniversary date that they wish to negotiate a salary adjustment.
2. Staff are encouraged to seek advice and support from internal and external sources.
3. Staff are to put their request for a salary review, in writing, using the salary advancement template. The template should be passed to the immediate manager.
4. The template will pass through the employee's immediate manager, then the relevant General Manager, to the Managing Director.
5. The Managing Director will respond to the request in writing.
6. Salary negotiations will be completed by their anniversary date and approved adjustments will take effect from that anniversary date.
7. Staff may seek a review of their salary through their manager when there are changes in complexity and responsibility in their job.
8. The HR Advisor will provide each manager and staff member with anniversary dates of commencement to help facilitate the individual salary negotiation process.

#### B. Factors in remuneration negotiation:

A number of factors will be taken into consideration in the negotiation. These are:

1. business needs of NCVER
2. changes in market value (using benchmarks with similar positions elsewhere in the labour market);
3. Increases in the skills demonstrated on the job
4. performance of the employee over past relevant period.

Staff are encouraged to collect their own portfolio of information, to support their argument concerning their level of remuneration.

Noting that the main salary increase across the company will be the annual enterprise-wide adjustment and that under budget constraints additional salary costs should be within an average of 1% per annum across the organisation.