RMIT UNIVERSITY Training

RMIT TRAINING PTY LTD AND
NATIONAL TERTIARY EDUCATION UNION

ENTERPRISE AGREEMENT 2023

DECISION

Fair Work Act 2009
s.185—Enterprise agreement

RMIT Training Pty Ltd
(AG2023/4697)

RMIT TRAINING PTY LTD AND NATIONAL TERTIARY EDUCATION UNION ENTERPRISE AGREEMENT 2023

Educational services

DEPUTY PRESIDENT BELL MELBOURNE, 20 DECEMBER 2023

Application for approval of the RMIT Training Pty Ltd and National Tertiary Education Union Enterprise Agreement 2023.

[1] An application has been made for approval of an enterprise agreement known as the *RMIT Training Pty Ltd and National Tertiary Education Union Enterprise Agreement 2023* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by the employer RMIT Training Pty Ltd. The Agreement is a single enterprise agreement.

[2] The *notification time* for the Agreement under s.173(2) was 21 February 2023 and the Agreement was *made* on 18 November 2023. Accordingly, the *genuine agreement* requirements are assessed under the Act as those applying before 6 June 2023 and the *better off overall test* is that applying on and from 6 June 2023.[1]

[3] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. Pursuant to s.201(3), the undertakings are taken to be a term of the Agreement.

[4] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188, 190, 193 and 193A as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer. However, taking into account the factors in sections 186(3) and (3A), I am satisfied that the group of employees was fairly chosen.

[1] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Fair Work Act. Those changes broadly commenced operation on 6 June 2023, subject to various transitional arrangements that included those to effect described above.

[5] The National Tertiary Education Industry Union (NTEU), being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[6] The Agreement was approved on 20 December 2023 and, in accordance with s.54 of the Act and clause 2.1 of the Agreement (which states the Agreement will become operative 45 days after approval by the Fair Work Commission), will operate from 3 February 2024. The nominal expiry date of the Agreement is 30 June 2026.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION
AT MELBOURNE

Fair Work Act 2009
s.185 – Application for approval of a single enterprise agreement

Matter No: AG2023/4697

Matter: Application for approval of the RMIT Training Pty Ltd and National Tertiary Education Union Enterprise Agreement 2023

Applicant: RMIT Training Pty Ltd

Undertaking – Section 190

I, Kathy Prince, Associate Director People & Culture, have the authority given to me by RMIT Training Pty Ltd to give the following undertakings with respect to the *RMIT Training Pty Ltd and National Tertiary Education Union Enterprise Agreement 2023* (**Agreement**):

1. This Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

2. Schedule 3 (Language Testing and Customer Service Remuneration) will be amended as follows:

S3.1 *The following Language Testing and Customer Service roles will receive a casual hourly rate of pay, inclusive of all penalties and loadings as follows:*

Role	1 July 2023					1 July 2024					1 July 2025				
	Weekday	Saturday (7.00am-12.30pm)	Overtime (<2 hrs)	Overtime (>2 hrs)	Public Holiday Overtime	Weekday	Saturday (7.00am-12.30pm)	Overtime (<2 hrs)	Overtime (>2 hrs)	Public Holiday Overtime	Weekday	Saturday (7.00am-12.30pm)	Overtime (<2 hrs)	Overtime (>2 hrs)	Public Holiday Overtime
Meeting	$ 38.50	$ 44.00	$ 51.33	$ 65.99	$ 80.66	$ 39.85	$ 45.54	$ 53.13	$ 68.30	$ 83.48	$ 41.24	$ 47.13	$ 54.99	$ 70.69	$ 86.40
Invigilator	$ 43.40	$ 44.00	$ 51.33	$ 65.99	$ 80.66	$ 44.92	$ 45.54	$ 53.13	$ 68.30	$ 83.48	$ 46.49	$ 47.13	$ 54.99	$ 70.69	$ 86.40
Test Operations Assistant	$ 43.40	$ 44.00	$ 51.33	$ 65.99	$ 80.66	$ 44.92	$ 45.54	$ 53.13	$ 68.30	$ 83.48	$ 46.49	$ 47.13	$ 54.99	$ 70.69	$ 86.40
Test Day Batcher	$ 46.52	$ 46.52	$ 51.33	$ 65.99	$ 80.66	$ 48.15	$ 48.15	$ 53.13	$ 68.30	$ 83.48	$ 49.84	$ 49.83	$ 54.99	$ 70.69	$ 86.40
IELTS Preparation	$ 46.52	$ 46.52	$ 51.33	$ 65.99	$ 80.66	$ 48.15	$ 48.15	$ 53.13	$ 68.30	$ 83.48	$ 49.84	$ 49.83	$ 54.99	$ 70.69	$ 86.40
Test Day Assistant	$ 49.77	$ 49.77	$ 51.33	$ 65.99	$ 80.66	$ 51.51	$ 51.51	$ 53.13	$ 68.30	$ 83.48	$ 53.31	$ 53.31	$ 54.99	$ 70.69	$ 86.40
Test Day Supervisor	$ 60.95	$ 60.95	$ 60.95	$ 78.81	$ 96.32	$ 63.08	$ 63.08	$ 63.08	$ 81.57	$ 99.70	$ 65.29	$ 65.29	$ 65.29	$ 84.42	$ 103.18
Examiner	$ 80.80	$ 80.80	$ 80.80	$ 80.80	$ 96.32	$ 83.63	$ 83.63	$ 83.63	$ 83.63	$ 99.70	$ 86.56	$ 86.55	$ 86.55	$ 86.55	$ 103.18
Monitoring	$107.74	$107.74	$ 107.74	$ 107.74	$ 107.74	$111.51	$111.51	$ 111.51	$ 111.51	$ 111.51	$115.41	$115.41	$ 115.41	$ 115.41	$ 115.41
Examiner Trainer	$121.21	$121.21	$ 121.21	$ 121.21	$ 121.21	$125.45	$125.45	$ 125.45	$ 125.45	$ 125.45	$129.84	$129.84	$ 129.84	$ 129.84	$ 129.84

Language Testing and Customer Service roles will receive overtime rates for work performed outside 7:00am and 7:00pm Monday to Friday, outside 7.00am and 12.30pm on Saturday and all work performed on Sundays and Public Holidays.

S3.2 *The duties and qualification requirements of the Language Testing and Customer Service roles are those required by IELTS or PTE systems.*

3. Clause 24.7(a) (Overtime rates of pay) will be amended as follows:

(a) **Monday to Friday** - overtime will be calculated at time and a half the normal hourly rate, except for Corporate Services classifications A2 and B1 where overtime will be calculated at time and a half the normal hourly rate for the first four (4) hours, and double time thereafter.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature _____

Date 15 December 2023

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

RMIT Training Pty Ltd and National Tertiary Education Union Enterprise Agreement 2023

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PART A ABOUT THIS AGREEMENT

1. TITLE

1.1 This enterprise agreement is to be known as the *RMIT Training Pty Ltd and National Tertiary Education Union Enterprise Agreement 2023* (Agreement).

2. TERM OF THIS AGREEMENT

2.1 Subject to clause 2.2, this Agreement will become operative forty-five (45) days after the Agreement is approved by the Fair Work Commission and will continue until it is replaced by another enterprise agreement. The nominal expiry date is 30 June 2026.

2.2 Upon the commencement of operation of this Agreement in accordance with clause 2.1, the terms of this Agreement will be backdated to apply to all employees covered by this Agreement to a date that is seven (7) days after the Agreement was approved by Fair Work Commission.

2.3 Bargaining for the next enterprise agreement will commence 6 months prior to the nominal expiry date.

3. COVERAGE OF THIS AGREEMENT

3.1 The following parties are covered by this Agreement:

(a) RMIT Training Pty Ltd (RMIT Training);
(b) Employees of RMIT Training who fall under English Language Teacher, Language Testing and Customer Service and Corporate Services classification and salary structures in **Schedules 1**,**2**,**3**,**4** and **5**; and
(c) The National Tertiary Education Union (NTEU), if the Fair Work Commission notes in its decision to approve the Agreement that the NTEU is covered by the Agreement

3.2 To avoid doubt, RMIT Training employees covered by the RMIT Training Foundation Studies Enterprise Agreement 2019 (or its successor) are not covered by this Agreement.

3.3 The parties agree that there will be no further claims, for the life of this Agreement, pertaining to matters contained in this Agreement.

Relationship to the Award

3.4 This Agreement excludes the Award except where specifically referenced in this Agreement. Where incorporated by operation of the provisions within this Agreement, the relevant Award provisions will be as amended from time-to-time.

4. AVAILABILITY OF THIS AGREEMENT

4.1 Copies of this Agreement will be made readily available upon request to any employee bound by it. The Agreement will be included in employee induction documents and made available on RMIT Training's online portal.

5. DEFINITIONS

"Award" means the Educational Services (Post-Secondary Education) Award 2020 as varied from time to time.

"Casual Employee" means an employee engaged as a Casual Employee in accordance with the NES.

"CELTA" means Certificate in Teaching English to Speakers of Other Languages.

"CEO" means the Chief Executive Officer.

"Corporate Employee" means an employee engaged and classified in accordance with the Corporate Services Classification Descriptors set out in **Schedule 5.**

"De facto partner" is defined as per the *Fair Work Act* 2009 (Cth).

"ELICOS" means English Language Intensive Courses for Overseas Students.

"**Employer"** means RMIT Training.

"Full-time Employee" means an employee who is engaged to work ordinary hours of work prescribed in this Agreement.

"**Fixed-term Employee**" means an employee who is engaged for a specified period of time with a nominated start and finish date, on either a full-time or part-time basis. Fixed-term contracts are terminable during probation, for serious misconduct, or ill health or injury retirement. Nothing in this Agreement prevents RMIT Training from paying out the balance of a contract where the terms of the contract are not being fulfilled.

"**FW Act**" means the *Fair Work Act* 2009 (Cth).

"IELTS" means International English Language Testing System.

"English Language Teacher" means an employee who is engaged to teach English programs and who is classified in accordance with **Schedule 1**.

"NES" means the National Employment Standards as provided by the FW Act.

"**NTEU**" or "**Union**" means the National Tertiary Education Union.

"**Ongoing Employee**" means an employee who is employed in an ongoing position on either a part-time or a full-time basis.

"**Part-time Employee**" means an employee other than a Casual Employee who is employed to work for less than the ordinary hours of work prescribed in this Agreement.

"**Parties**" means the parties covered by this Agreement.

"**Partner**" means a person who, whether legally married to the employee or not, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee

and the person are of the same sex or different sexes) and includes a former *de facto* spouse of the employee.

"PTE" means Pearson Test of English.

"Representative" means NTEU, or any other person or entity.

"**Specialist Teacher**" means an English Language Teacher who is eligible to receive a Specialist Teaching Allowance in accordance with **Schedule 2**.

"**RMIT Training**" means RMIT Training Pty Ltd.

6. WORKPLACE CULTURE AND ANTI-DISCRIMINATION

6.1 It is the intention of the Parties to respect and value the diversity of the workforce, by helping to prevent and eliminate discrimination at its enterprise, in accordance with applicable State and Federal anti-discrimination legislation.

6.2 The Parties will take reasonable steps to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

6.3 RMIT Training will not discriminate, or tolerate discrimination, on the basis of race, colour, sex, sexual preference, gender, transgender status, age, physical or mental disability, medical record, marital status, carer or family responsibilities, pregnancy and breastfeeding, intersex, religion, political opinion, trade union membership and activity, ethnic or ethno-religious background, nationality, national identity or social origin.

6.4 Nothing in this Clause 6 is to be taken to affect:

(a) any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth, State or Territory anti-discrimination legislation;
(b) an employee, employer or registered organisation, pursuing matters of discrimination in any State or federal jurisdiction, including by application to the Human Rights and Equal Opportunity Commission; or
(c) any other exemptions contained in Commonwealth, State or Territory legislation.

6.5 RMIT Training is committed to achieving the objectives of the *Workplace Gender Equality Act* 2012 (Cth).

Aboriginal and Torres Strait Islander employment

6.6 RMIT Training recognises the fundamental significance of Aboriginal and Torres Strait Islander traditions, heritage, knowledges, and perspectives to and within the organisation.

6.7 In line with the RMIT Training Reconciliation to Responsible Practice plan and together with the Ngulu Committee RMIT Training is committed to increasing the number of Indigenous staff employed across the organisation.

6.8 RMIT Training commits to the development and monitoring of an annual Indigenous and Torres Strait Islander recruitment action plan. RMIT Training will use its best endeavours to

establish realistic targets for the employment of Aboriginal and/or Torres Strait Islander employees during the first year of this Agreement.

6.9 RMIT Training will use its best endeavours to ensure that all people leaders are trained in Advancing Reconciliation.

Union recognition and time release

6.10 RMIT Training recognises the role of the NTEU in negotiating this Agreement. RMIT Training will:

(a) give to new employees, including Casual Employees, the NTEU contact details and website address; and
(b) provide to employees, upon request, payroll deduction of union dues at no cost.

6.11 At the commencement of enterprise bargaining, time release/payment arrangements for employees who are representatives involved in negotiations will be discussed and agreed with the NTEU and any other representatives at the first bargaining meeting.

PART B EMPLOYMENT UNDER THIS AGREEMENT

7. LETTER OF OFFER AND APPOINTMENT

7.1 Each new employee, prior to the commencement of their employment will be given a letter of offer which informs the employee of the applicable terms of engagement at the time of appointment in relation to:

(a) The mode of employment, and for employees other than Casual Employees, the classification and salary of the employee on commencement of employment and the hours or the fraction of full-time hours to be worked;
(b) For Fixed-term Employees, the term of the contract and the expected completion date, for Corporate Employees, the reason for the fixed-term contract as set out in sub-clause 9.11;
(c) For Casual Employees, the duties required, the rate of pay for each class of duty and a statement that any additional duties required during the term will be paid for;
(d) For any employee subject to probationary employment, the length and terms of the probation;
(e) Other main conditions of employment including the identity of the employer, the duties and reporting relationships to apply upon appointment, or the documentary or other recorded sources from which such conditions derive and the workplace base.
(f) The employee will also be alerted to the application process for having a claim of recognition of prior service processed. If such a claim is accepted, it will be confirmed in writing.

7.2 The appointment is confirmed when the employee signs the letter of offer and returns it to RMIT Training.

Advertisement of positions

7.3 All vacant positions will be advertised internally and may be advertised externally concurrently. Current employees, including casuals, will be eligible to apply where they satisfy the competency requirements of the position, and such applications will be considered for suitability prior to external applications. All appointments will be based on merit in line with advertised criteria for the position.

8. PROBATION

8.1 When RMIT Training initially engages an employee, including Fixed-term Employees, a minimum employment period (probation period) of up to 6 months may apply. Any second or subsequent fixed-term contract of a same or similar position with RMIT Training will not contain a probation period.

8.2 If it is decided that the employee's performance does not satisfy the requirements of the job, RMIT Training may terminate the employment upon five (5) working days' notice at any time during or at the end of the probation period.

8.3 At least three (3) weeks prior to the expiry of the probation period, the supervisor will recommend to the appropriate delegated authority, one of the following:

(a) The probation will be completed at the end of the period specified in the letter of offer or contract of employment, and the appointment be confirmed; or
(b) The duration of the probation may be extended up to a further period of three months (provided that no extension of the probation has already taken place), in which case the grounds for such an extension be specified in writing; or
(c) Employment will be terminated at the expiration of the probation period. Written notice of the reasons why the employment will not be confirmed may be included upon request.

8.4 If the employee decides to terminate their employment with RMIT Training either during or at the end of the probationary period, they are required to give five (5) working days' notice.

9. MODES OF EMPLOYMENT

9.1 The categories of employment available to RMIT Training for the engagement of employees are:

(a) an ongoing appointment.
(b) a fixed-term appointment.
(c) a casual appointment.

Ongoing employment

9.2 Ongoing employment may be full-time or part-time.

9.3 Nothing in this Agreement will prevent an ongoing or Fixed-term Employee from engaging in additional work as a casual that is unrelated to or separate from the employee's normal duties.

9.4 A Part-time Employee is one who is engaged to work a fixed number of hours per week, which is less than the ordinary weekly hours for a Full-time Employee in the same classification.

9.5 A Part-time Employee shall not be rostered for less than two (2) consecutive hours on any day worked.

9.6 A Part-time Employee will be paid *pro rata* according to the number of hours worked based on the rates prescribed by this Agreement in **Schedule 1** and **Schedule 4** for a Full-time Employee at the same classification.

9.7 Where a Part-time Employee is entitled to paid leave in accordance with this Agreement, the employee will not be required to serve a longer period of service to qualify for any leave entitlements or be granted any lesser period of leave but will be paid *pro rata* for any such leave.

9.8 Where a public holiday occurs on a day that would, under normal circumstances, have been a day when the Part-time Employee would have been rostered on for duty, the employee will receive payment for that day as if the day had been worked as rostered.

Fixed-term employment

9.9 Fixed-term employment shall be in accordance with the NES. Subject to clauses 9.10 to 9.14, this Agreement also incorporates the terms of the Award concerning fixed-term employment.

9.10 Where an employee is employed on a fixed-term contract, RMIT Training is required to notify the employee as to whether or not it will be offering further employment at the expiry of the current contract, on the following basis:

(a) Where the fixed-term contract is for a period of one year or greater, RMIT Training will notify the employee no less than four (4) weeks prior to the expiry of the fixed-term contract; or
(b) Where the fixed-term contract is for a period of less than 12 months, RMIT Training will notify the employee no less than two (2) weeks prior to expiry of the fixed-term contract.

9.11 Fixed-term contracts for corporate positions will only be used due to one or more of the following reasons:

(a) Replacing a Full-time or Part-time Employee who is away for a defined period for which the replaced employee is on an authorised leave of absence or is temporarily seconded away from their usual work area or is performing higher duties pending the outcome of a recruitment process;
(b) A specific task or project where the period of engagement is reasonably ascertainable at the time of the appointment;
(c) Specific activities, where there is no reasonable certainty that there will be work for the employee on an ongoing basis. This includes new business activities, where the continuation or future of the activity is not certain (e.g. introduction of a new course, pilot of a new activity).

9.12 If an employee has been appointed to a fixed-term contract to backfill a position of an employee who is away on parental leave, the employer must inform the replacement employee that their fixed-term contract is temporary and that the incumbent has a right to return to work due to the death or still birth of their child, or if the employee ceases to be the primary care giver of that child. If the incumbent exercises this right to return to work, in these circumstances, then the fixed-term contract may be terminated with notice in accordance with sub-clause 46.3 of the Agreement.

9.13 A vacated ongoing position that is not redundant or a temporary vacancy will not be filled with a fixed-term or casual contract.

9.14 Where RMIT Training has made a determination to continue a position occupied by an employee on either a further fixed-term basis or an ongoing basis, the employee will be given further employment in the position provided the employee has performed at a satisfactory standard.

Casual employment

9.15 Casual employment will be in accordance with the NES.

9.16 Casual Employees will not be entitled to:

(a) Paid leave of any kind other than leave in accordance with Clause 27 (Long Service Leave) and with Clause 32 (Domestic Violence Leave);
(b) Annual leave loading;
(c) Public holidays;
(d) Termination pay, including notice/severance for redundancy;
(e) Overtime, except in accordance with sub-clause 9.17

9.17 Casual Employees who work after 6:00pm, Monday to Friday, will be paid an extra 20% loading on their hourly rate (inclusive of the casual loading) for work conducted between 6:00pm and 9:00pm. Casual Employees who work between 9:00pm and 7:30am, Monday to Friday, will be paid at overtime rates set out in Clause 26 (Overtime) based on their hourly rate.

9.18 Employees who were casual and are subsequently appointed to a non-casual role will have their continuous casual service count for the purposes of long service leave, parental leave and redundancy.

Casual Corporate Employees

9.19 Casual Corporate Employees will be paid the ordinary rate of pay set out in **Schedule 4** (based on the minimum of the relevant level). The rate in Schedule 4 is inclusive of a 25% casual loading.

9.20 A Casual Corporate Employee will be paid a minimum of three (3) hours per engagement.

Casual Language Testing and Customer Service Employees

9.21 Casual Language Testing and Customer Service Employees will be paid the ordinary rate of pay set out in **Schedule 3**. The rate in Schedule 3 is inclusive of a 25% casual loading.

9.22 A Casual Language Testing and Customer Service Employee will be paid a minimum of three (3) hours per engagement.

Casual English Language Teachers

9.23 A casual English Language Teacher will be paid a minimum of two (2) hours per engagement when engaged for Teaching duties as outlined in Clause 9.27.

Principles for REW Melbourne workplace composition

9.24 RMIT Training is committed to providing as much job security as is practicable, however, the inherent uncertainty associated with the ELICOS business means that a significant casual workforce will continue to be a feature of RMIT Training's business. The number of student enrolments for each intake is unpredictable and subject to seasonal variations. However, RMIT Training recognises the insecurity associated with such casual employment and will maximise the opportunities for employees to be engaged on fixed-term or ongoing contracts.

Casual English Language Teacher staffing establishment

9.25 The total number of ongoing, fixed-term contract and casual English Language Teachers will form the base "staffing establishment".

9.26 RMIT training will use its best endeavours to ensure it will have no more than 40% (on a rolling annual average basis) of its English Language Teachers employed on a casual basis as a proportion of the staffing establishment. In determining its employee numbers in different modes of employment, RMIT Training will take into consideration the following:

(a) The anticipated number of students in the foreseeable future, including reasonable projections for twelve (12) months; and
(b) Other factors that impact the staffing requirements such as class sizes, or other information provided from peak industry bodies.

Casual English Language teaching duties

9.27 The casual English Language Teacher hourly rate of pay for teaching the assigned class, as outlined in **Schedule 1**, will encompass the following activities:

(a) Preparation of the assigned class, including lesson planning;
(b) Presentation and supervision of the assigned class;
(c) Accurate record keeping of students' attendance and progress;
(d) Marking, arising from the assigned class;
(e) Student consultations;
(f) Excursions conducted in class time;
(g) Exam marking.

9.28 All other duties expressly authorised by the supervisor are to be paid at the non-teaching hourly rate as specified in **Schedule 1**. Such duties may include, but are not limited to:

(a) Attendance at meetings;
(b) Attendance at professional development and training sessions;
(c) Assigned and approved consultation and interviews with students outside normal classroom interaction;
(d) Additional allocated marking other than marking arising from the assigned class.

English Language Teacher Consultative Committee

9.29 RMIT Training is committed to a cooperative approach to ongoing consultation and collaboration through the establishment of an English Language Teacher Consultative Committee (ELTCC). The ELTCC will comprise representation from the employer (RMIT Training), casual, fixed-term and ongoing English Language Teachers and the National Tertiary Education Union (NTEU).

The committee shall be a forum for open discussion and will meet twice per annum where practicable, or as required, to discuss matters affecting ELT Employees generally. This may include, but is not limited to, workforce composition, English language teacher duties, workload management. The ELTCC will operate according to the Terms of Reference, which will be finalised by the ELTCC within 6 months of the commencement of this Agreement.

10. CONVERSION

Casual conversion to ongoing or fixed-term conversion

10.1 A Casual Employee may seek conversion to ongoing or fixed-term employment in accordance with the NES.

Fixed-term conversion to ongoing employment

10.2 Where a Fixed-term Employee has been employed on a fixed-term contract; or a series of fixed-term contracts in the same or similar role, for a continuous service period of at least two (2) years (minimum of 45 weeks per calendar year), the employee will be offered the position on an ongoing basis provided that they are not a replacement employee as described in sub-clause 9.11(a).

10.3 The only exception to the provision in sub-clause 10.2 will be if RMIT Training can demonstrate a significant downturn in operations. In this instance employees who have completed two (2) years' continuous service will be entitled to notice/severance payments in accordance with Clause 47 (Redundancy and Redeployment).

10.4 The offer of ongoing employment will be made at the time the employee reaches a continuous service period of at least two (2) years.

11. CLASSIFICATION STRUCTURES FOR ENGLISH LANGUAGE TEACHERS

Non-casual Employees

11.1 RMIT Training will classify the position of each English Language Teacher, in accordance with the employee's highest qualification and years of work experience in teaching English Language Intensive Courses for Overseas Students (ELICOS), as set out in **Schedule 1**. Such classification is subject to English Language Teachers providing suitable evidence to demonstrate their qualifications and teaching experience.

11.2 Each employee's minimum salary will be the rate specified for their classification.

11.3 Progression from one salary level to the next salary level within a qualification category will occur annually from 1 January each year, up to the maximum salary level determined by the qualifications of the employee in accordance with **Schedule 1**.

11.4 Progression as referred to in sub-clause 11.3 may be deferred if an English Language Teacher's conduct and/or performance has been assessed as unsatisfactory and the English Language Teacher is participating in a process, managed by their supervisor, to improve conduct and/or performance in line with Clause 39 of this Agreement. When the English Language Teacher has reached the agreed standard of performance, an increment will be awarded from the date on which it is agreed that their performance is satisfactory.

11.5 Employees who obtain the relevant qualifications in the next qualification Category in **Schedule 1** will be classified in accordance with that level. English Language Teachers who are employed on fixed-term contracts will progress through the classification structure in the same way as ongoing English Language Teachers.

Casual Employees – English Language Teachers & Language Testing and Customer Service

11.6 Casuals employed in an English Language Teacher classification will receive a casual rate of pay specified in **Schedule 1**. Casuals employed in Language Testing and Customer Service Operations will receive a casual rate of pay specified in **Schedule 3**.

12. CLASSIFICATION STRUCTURES FOR CORPORATE EMPLOYEES

12.1 RMIT Training will classify every corporate position in accordance with the RMIT Training Classification Framework and in conjunction with the Classification Descriptors set out in **Schedule 5** of this Agreement. Corporate Employees will be paid in accordance with these classification levels as set out **Schedule 4**. Positions will be classified at the level which most accurately reflects the work to be performed, taking into account the duties and responsibilities of the position.

12.2 Prior to commencing recruitment for a position, a position description will be developed by RMIT Training, and the position will be designated the appropriate classification and salary. The position description will include a full statement of the responsibilities and duties of the position and the skills and experience required to perform the responsibilities and duties. RMIT Training will maintain a position description for every Corporate Employee.

Classification Procedures

12.3 If an employee with a minimum of 12 months service or their supervisor reasonably believes that the employee's position is inaccurately classified with reference to the Corporate Services Classification Descriptors set out in **Schedule 5** either person may request a classification review. Human Resources must be notified in writing of the request for reclassification.

12.4 A classification review may not be requested more than once every 12 months.

12.5 RMIT Training will ensure that the supervisor (or nominee) and the employee will work in consultation with Human Resources to assess the position description and make any agreed amendments to ensure that the position description is accurate.

12.6 The position description and any supporting documentation will be submitted for reclassification within one (1) month. If the position description has not been agreed within one (1) month then the areas of difference between the supervisor and employee will be highlighted before it is submitted.

12.7 The reclassification application will be assessed against the Corporate Services Classification Descriptors set out in **Schedule 5** of this Agreement by two Human Resources employees who are trained and experienced in classification processes.

12.8 Human Resources may request further information from the employee and their supervisor and may interview them both. Any information that is used to determine an application will be provided to both the employee and their supervisor. A decision will be made and the outcome will be communicated to the employee within twenty (20) working days with reasons for the decision.

12.9 Where the classification outcome results in the position being reclassified to a higher level, then the classification decision will be forwarded to the Associate Director, People and Culture who will give effect to the outcome within twenty-one (21) days. The employee will continue in the position and be paid the higher salary level. The date of effect of the higher salary will be backdated to the agreed date the position changed, providing that backdating will be no more than 12 months.

12.10 Where the classification outcome results in a position being classified at the same or a lower classification level, the employee will remain employed at their current classification level and salary.

12.11 The reasons for the classification outcome will contain all relevant considerations, including:

(a) the assessment and level of the position description against each of the five (5) classification factors in the RMIT Training Classification Framework in **Schedule 5** and the resulting levels, point score and the combined point score;
(b) the assessment and level of the position description against each of the dimensions in the Award Classification Descriptors in **Schedule 5**, and the resulting level.

12.12 If the employee does not agree with the classification outcome, the employee may refer the matter for resolution under Clause 42 (Dispute Resolution Procedures).

13. HOURS OF WORK

All Employees

13.1 RMIT Training requires employees to work their ordinary hours between the hours of 8.00am to 6.00pm Monday to Friday ('the usual span of hours'). However, employees may agree to commence ordinary hours at 7.30am.

13.2 The ordinary hours of work for employees will be an average of 72 hours in each pay cycle not exceeding 14 days.

13.3 By agreement between the employee and their supervisor, an employee may be requested to work their ordinary hours outside the usual span of hours. Employees who have agreed to work after 6.00pm will be paid a 20% loading on their salary for any work conducted between 6.00pm and 9.00pm. If the arrangement is for longer than 6 months, it will be reviewed on an annual basis.

English Language Teachers

13.4 English Language Teachers, through the development of individual work programs, will have time allocated to teaching and non-teaching activities. This will include a total of 880 hours of teaching contact hours *per annum*, 440 hours for course preparation and course administration *per annum*. The remaining hours will include professional development and other specified tasks as agreed between the English Language Teacher and the supervisor, annual leave and public holidays to make up a full year load.

13.5 During teaching periods, the teaching duties undertaken by English Language Teachers (excluding casuals) comprise course delivery and class supervision, with teaching related duties including (but not limited to):

(a) Class preparation, including lesson planning;
(b) Monitoring students' academic progress;
(c) Accurate record keeping of students' progress and attendance;
(d) Marking of class work/exams or, alternatively, cross-marking of another class's work/exams;
(e) Individual student consultation;
(f) Class excursions when not conducted during class time.

During both teaching and non-teaching periods, the other duties undertaken by English Language Teachers (excluding casuals) include (but are not limited to):

(a) Staff meetings;
(b) Professional development activities;
(c) Other specified tasks including resource development and targeted projects as agreed between the English Language Teacher and the supervisor.

Whilst not incorporated into this agreement, professional development performance goals and other specified projects and tasks will be set on an annual basis in line with the RMIT Training Performance Appraisal (Development) policy (as amended from time-to-time).

13.6 Hours will be allocated in a *pro rata* manner for English Language Teachers engaged on a part-time basis.

14. MEAL BREAKS

14.1 An employee will not be required to work more than five (5) consecutive hours without the opportunity of a break for a meal. The meal break will be of no less than 30 minutes and no longer than one (1) hour. The timing of meal breaks will be determined by agreement between the employee and their supervisor.

14.2 Time taken as meal breaks will not be paid for and will not be counted as time worked.

15. OCCUPATIONAL HEALTH AND SAFETY

15.1 The Parties to this Agreement recognise the importance of a healthy and safe work environment. To this end RMIT Training and its employees will ensure compliance with the *Occupational Health and Safety Act* 2004 (Vic), and relevant regulations.

15.2 RMIT Training is committed to:

(a) Providing and maintaining a healthy and safe work environment for all employees; and
(b) Preventing accidents and ill health caused by working conditions, and ensure employees operate in an environment designed to ensure health, safety and welfare at work.

15.3 In support of the commitments set out in sub-clause 15.2, the Parties agree:

(a) RMIT Training will place the health and safety of employees ahead of the protection of equipment and property;
(b) RMIT Training will ensure compliance with Occupational Health & Safety legislation and will develop appropriate policies and procedures;

(c) RMIT Training will consult and cooperate with employees to achieve a healthy and safe workplace;
(d) In line with clause 15.3(b), RMIT Training seeks to establish work practices which are safe and minimise risk to health, and develop and maintain an ongoing program of training and awareness for all employees;
(e) Employees will constructively and cooperatively observe and implement Occupational Health and Safety legislation and policies and procedures of RMIT Training;
(f) Employees will endeavour to perform their duties of employment without placing themselves at risk of harm, or placing the health and safety of others at risk; and
(g) Employees will comply with Occupational Health and Safety training requirements.

15.4 An elected Health and Safety Representative may attend, on full pay, an approved training course of their choice both for the initial five-day course of training and an annual refresher course. The costs of the course/s will be paid by RMIT Training.

PART C EMPLOYEE PERFORMANCE AND DEVELOPMENT

16. PERFORMANCE APPRAISAL

16.1 RMIT Training will utilise a system of performance appraisal which will:

(a) relate to career and development opportunities;
(b) relate to the development and achievement of performance goals and standards;
(c) recognise excellence in performance and provide feedback on meeting agreed objectives and standards in a spirit of trust and cooperation;
(d) recognise the worth of individuals and ensure both equality of opportunity and the absence of discrimination.

16.2 The Parties agree that the ongoing operation of the performance appraisal system will be supported by employee training and development and that transitional procedures may apply pending such training and development.

16.3 Ongoing and Fixed-term Employees will be required to participate in this system of performance appraisal, and this may also include Casual Employees on an opt-in basis.

17. PROFESSIONAL DEVELOPMENT

17.1 RMIT Training is committed to providing ongoing professional development for all employees. Professional development opportunities may be provided, where appropriate, to support an employee's career path in line with performance appraisal outcomes and the needs of the business.

18. PERSONAL DEVELOPMENT

18.1 Personal development is education and training completed by an employee to gain a qualification and/or develop a range of competencies not necessarily required for use in their everyday employment. These competencies may benefit RMIT Training in some way, either at the time or in the future. This being the case RMIT Training may elect to partially support the employee in respect of this training. RMIT Training will assess each case individually and determine the amount and level of support.

PART D REMUNERATION

19. PAYMENT OF SALARIES

19.1 Employees will be paid the salary attributed to their classification as specified in **Schedule 1**, **Schedule 3** or **Schedule 4**. Within the specified classification level they will be paid the salary attributable to the level or position to which they have progressed.

19.2 On the day salary payment is due information will be made available to each employee setting out particulars of the payments made and of any authorised deductions.

19.3 All salaried and Casual Employees are able to access their pay statements and other entitlements utilising the employer's electronic system.

Payment of salaries

19.4 All employees will be paid their salary on the basis of a fortnightly pay period and such payment will be made fortnightly. Annual salary will be converted to fortnightly payments using the divisor 26.0893.

19.5 Casual Employees will be paid on the first pay day after the conclusion of the pay period in which the duties were undertaken, provided that the pay claim is submitted to Payroll at least seven (7) days before the pay date.

19.6 All other employees will be paid on the pay day prior to the conclusion of the pay period in which the duties were undertaken.

20. SALARY INCREASES

20.1 Subject to clause 20.2, employees bound by this Agreement will receive the following increases to their salary in the first pay period on or after the following dates:

(a) A 6% pay increase effective from 1 July 2023;
(b) A 3.5% pay increase effective from 1 July 2024; and
(c) A 3.5% pay increase effective from 1 July 2025.

20.2 Clause 20.1(a) will not apply to:

(a) Ongoing or Fixed-term employees whose employment with RMIT Training has terminated prior to the operative date of the Agreement as determined in accordance with clause 2.1; or

(b) Casual employees whose casual employment contract has terminated prior to the operative date of the Agreement as determined in accordance with clause 2.1.

Corporate Employee Salary Reviews within the Band

20.3 If an employee, employed under the Corporate Classification Structure (Schedule 4), with a minimum of 12 months of service or their supervisor reasonably believes that the salary assigned to the employee is no longer reflective due to changes in performance, competency,

market parity or role growth within the existing classification, either party may request a review of the employee's salary within the banding at the employee's current classification.

Human Resources must be notified in writing of the request for such a review with suitable supporting documentation provided as outlined in the associated policy/guidelines (which may vary from time-to-time).

20.4 A review of an employee's salary within the banding (or classification review under Clause 12) may not be requested more than once every 12 months.

The review will be conducted by Human Resources taking into consideration the employee's performance (as evidenced by performance rating from last performance appraisal and feedback from the employee's supervisor), competency, market parity and role growth within the existing classification.

A decision will be made, and the outcome will be communicated to the employee and supervisor within twenty (20) working days with reasons for the decision.

20.5 If the employee does not agree with the Salary Review outcome, the employee may refer the matter for resolution under Clause 42 (Dispute Resolution Procedures).

Indexation of allowances

20.6 All allowances listed in **Schedule 2** and the overtime meal allowance in sub-clause 24.14 will increase by the same percentage rate as the salary increases in sub-clause 20.1.

21. SUPERANNUATION

Contributions

21.1 RMIT Training will contribute to an employee's superannuation fund (as determined in accordance with clauses 21.2 to 21.5) an amount which is a percentage of the employee's ordinary time earnings sufficient to avoid a charge in accordance with the *Superannuation Guarantee (Administration Act) 1992* (Cth).

Employer superannuation contributions will not be subject to an age-related cap.

Choice of funds

21.2 A new employee will choose a complying fund to which RMIT Training will make superannuation contributions on their behalf in accordance with sub-clause 21.1.

21.3 An employee may change the fund to which their contributions are made once during the life of this Agreement. Further changes will be allowed provided that it does not result in an increased cost to RMIT Training.

21.4 If a new employee does not exercise a choice of fund, then the default fund will be the employee's stapled fund as per the Australian Tax Office. Where the employee does not have a stapled fund, RMIT Training will make contributions into the RMIT Training default fund.

21.5 RMIT Training's default fund will be UniSuper.

22. SALARY PACKAGING

22.1 RMIT Training and a ongoing employee may enter into a written agreement in which the employee agrees to receive certain benefits offered by RMIT Training instead of a portion of the employee's gross salary.

22.2 RMIT Training may decide to provide to an employee a remuneration package which involves the employee reducing part of their salary applicable under this Agreement, in return for non-cash benefits offered by RMIT Training. The remuneration package will require the employee to meet the full cost of the provision of such benefits and associated taxation, and administration costs, provided that any payroll tax savings will be passed onto the employee. Notwithstanding anything contained in this clause, the salary as specified in this Agreement will be used as the basis for calculation of the following entitlements; retrenchment benefits, overtime and shift penalties; NTEU dues; annual leave loading and entitlements.

22.3 Participation in the remuneration packaging scheme is voluntary. The value of the employee's remuneration package and its terms and conditions will be recorded in a written agreement between RMIT Training and the employee. A remuneration package agreement will be renegotiated annually, unless otherwise agreed between RMIT Training and the employee. An employee may be able to reduce up to 50% or, in the case of superannuation up to 100% of their salary as part of a remuneration package. An employee may withdraw from a remuneration packaging agreement subject to providing one month's written notice to RMIT Training.

22.4 Overall, the benefits and the salary provided to the employee will be not less in value than the gross salary available to the employee under this agreement.

22.5 The salary packaging arrangement will not increase the total cost of employment.

22.6 The salary packaging arrangement:

(a) must be in writing and signed by both RMIT Training and the employee;
(b) will detail the components of the total salary package; and
(c) will state the term of the agreement.

22.7 The gross salary prior to salary sacrifice will count as salary for the purposes of redundancy, superannuation, salary related allowances, overtime calculations, shift or casual loadings.

22.8 Any disagreement regarding a salary packaging arrangement will be resolved through the dispute resolution procedures at Clause 42.

23. HIGHER DUTIES AND RESPONSIBILITY ALLOWANCES

Higher duties allowance – Corporate Employees

23.1 An employee who agrees to perform thirty (30) per cent or more of the responsibilities of a position in a higher classification for a continuous period of ten (10) working days or more (including public holidays) will receive a higher duties allowance for the period of the higher duties based on the difference between the salary of the employee and at a minimum of the base rate of the salary payable for the higher classification or 5% of their regular salary,

whichever is greater. The proportion of the higher duties, the estimated duration and the rate of the allowance will be confirmed in writing by RMIT Training.

23.2 Where an employee who is performing the duties of a higher classification is permanently promoted to that classification, they will not suffer any reduction in remuneration and will receive the same increments as if they had, during the period of temporary service in the higher classification, been the permanent occupant of that position.

23.3 An employee who at the time of proceeding on approved leave with pay (other than Long Service Leave) was in receipt of a higher duties allowance will continue to be paid the allowance if the allowance would have been paid but for the granting of the leave.

23.4 A higher duties allowance payable to an employee under sub-clause 23.1 will be regarded as salary for the purposes of calculating all other types of allowances including overtime.

23.5 Any position that has attracted higher duties for more than 6 months will be reviewed. In the case of a position which is, or becomes, vacant, the maximum continuous period applicable for payment of a higher duties allowance from the time of the vacancy is 6 months, before which time the position must be advertised as a vacancy or the employee will be confirmed in the position.

23.6 An employee may decline an offer to perform higher duties without suffering any penalty.

Higher Duties Allowances for English Language Teachers

23.7 Where an English Language Teacher is asked and assumes additional responsibilities, including specialist teaching, they will receive the appropriate allowance which is set out in **Schedule 2**.

First Aid Allowance

23.8 Where an employee in addition to their normal duties agrees to be appointed by RMIT Training to perform first aid duty, and holds a current Level 2 or Level 3 first aid certificate issued by St John Ambulance Australia or an equivalent qualification, the employee will be paid an annual allowance in fortnightly instalments as follows:

- $14.93 per week (as varied from time to time in accordance with the Award)

Once an employee agrees to the appointment, RMIT Training may reimburse any costs incurred by the employee in obtaining and maintaining the first aid qualification.

IT On-Call Allowance

23.9 Application of the IT On-Call Allowance is at the direction of the Associate Director – IT on an as-needs operational basis.

23.10 Where an IT employee is required to be on-call during which the employee is at the work location or elsewhere, monitoring the specified IT systems for any downtime to alert the relevant personnel accordingly, the employee will be paid a daily allowance as follows:

Year	Monday - Sunday Rate (per day)	Public Holiday Rate (per day)
2023	$53.08	$107.73
2024	$54.94	$111.50
2025	$56.87	$115.40

23.11 All other conditions of the IT On-call Allowance will be maintained as per the IT On-call Allowance Instruction document which may vary from time-to-time.

24. OVERTIME

24.1 RMIT Training on reasonable notice, may request, and an employee may agree, to work reasonable hours in excess of the ordinary hours of duty. An employee will only work such overtime with the prior approval of the employee's supervisor.

24.2 Any employee may reasonably refuse any request to work overtime and will not be disadvantaged in their employment as a result of any such refusal.

24.3 Employees will be paid overtime for work that is:

(a) In excess of the employee's ordinary hours:

(i) 72 hours in each pay cycle in the case of Full-time Employees
(ii) Specific contracted hours in the case of Part-time Employees; and/or

(b) Undertaken any time between 9:00pm on one day and 7:30am the following day; and/or

(c) Performed on weekends and public holidays, or a "TOIL Day Off", in accordance with sub-clause 24.7.

24.4 Approved overtime will either be taken as Time Off in Lieu (TOIL) of overtime payment or paid at the appropriate overtime rate. This will be at the election of the employee.

24.5 The amount of time which an employee can take off as TOIL will be calculated in proportion to overtime rates in accordance with sub-clause 24.7. If the employee elects to take TOIL, they are entitled to take time off in the next pay period following accrual or otherwise at a time mutually agreed between the employee and RMIT Training.

24.6 TOIL will be taken at a mutually agreed time. Where TOIL is not taken within four (4) weeks of accrual the employee may request payment of the TOIL accrual at the relevant overtime rate. If it is not taken within eight (8) weeks of accrual it will be paid out at the correct overtime rate.

24.7 Overtime rates are calculated according to the rates in the Agreement as follows:

(a) **Monday to Friday** - overtime will be calculated at time and a half the normal hourly rate.
(b) **Saturday and Sunday** - overtime will be calculated at time and a half the normal hourly rate for the first four (4) hours, and double time thereafter.

(c) **Public holidays** – overtime will be calculated at double time and a half the normal hourly rate.

Breaks between periods of duty

24.8 An employee who is required by RMIT Training to resume or continue work without having had at least ten (10) consecutive hours' rest plus reasonable travelling time off duty will be paid double time until such time as they have received such a break.

Payment or reimbursement of fares

24.9 If an employee is required to work approved overtime to start and/or finish at times when the usual means of transport between the employee's home and place of work is not available, a travelling allowance will be payable, equal to the difference between:

(a) The normal cost of the travel; and
(b) The cost actually incurred through the use of a reasonable alternative means of transport.

24.10 Any such claim for reimbursement is to be supported by appropriate documentation and receipts and should be submitted within a reasonable time of the expense being incurred.

24.11 Where an employee is required to work approved overtime, or is called back to work, which finishes after 8pm (or 9pm during daylight saving), and the employee would normally travel home by use of public transport, RMIT Training will provide the employee with a taxi voucher for travel, by the most direct route, from the work location to the employee's home.

Call out payments

24.12 Where an employee is requested by RMIT Training and agrees to attend the work location outside of the ordinary hours, payment of overtime rates as prescribed in sub-clause 24.7 will be made and will include travel time. Employees who are recalled to duty will be paid for a minimum of three (3) hours.

Travel Time

24.13 Where an employee is required to travel interstate or overseas this time will count as time worked by the employee. Any overtime accrued during travel will be compensated as TOIL in accordance with Clause 24.

Overtime

24.14 An employee required to work more than one and a half hours of overtime after the employee's ordinary time of ending work or who works approved overtime for more than five (5) hours on a Saturday or Sunday will be reimbursed up to $18. Employees who are required to work a further four (4) hours of overtime will be reimbursed up to a further $14.60.

24.15 Reimbursement will only be made upon presentation of a valid receipt and will not be made if a meal is provided.

25. EXPENSES

25.1 Employees required to travel in the course of their duties will be reimbursed for all legitimate and reasonable expenses incurred as per the policies and procedures of RMIT Training (as amended from time-to-time). Expenses will include but will not be restricted to:

(a) Meals
(b) Cost of travel (including flights, taxis and car hire)
(c) Incidental expenses
(d) Accommodation

25.2 Any changes made to the RMIT Training expenses policy will be communicated to employees and the NTEU.

PART E EMPLOYEE LEAVE

26. ANNUAL LEAVE

26.1 For employees employed on a full-time basis annual leave accrues at the rate of one and two-third days per month, amounting to 20 working days on completion of each twelve (12) month period of service.

26.2 Each Full-time Employee will be entitled to take as a minimum 20 working days annually, once they have accrued such levels of annual leave.

26.3 Annual Leave may be taken at a time mutually acceptable to the employee's supervisor and the employee and should be agreed, wherever practicable, at least four (4) weeks prior to the leave commencing.

26.4 Employees seeking annual leave will apply in writing or via the employer's electronic system, and RMIT Training will consider the granting of leave taking into consideration the operational requirements of the business but will not unreasonably withhold the approval of such leave. RMIT Training must respond to a request for annual leave within 20 working days and if leave is not granted RMIT Training will provide the reasons in writing.

26.5 Unless otherwise provided for in this agreement, employees may request to take a period of annual leave at half pay. Any such request must be approved by the Associate Director, People and Culture.

26.6 The maximum number of annual leave days that may be accrued at any one time is 40 days. RMIT Training may in exceptional circumstances approve in writing an accrual of annual leave in excess of 40 days.

26.7 RMIT Training will provide notice to an employee when they have accrued entitlements of 30 days. Once an employee has accrued 30 days' annual leave entitlements RMIT Training may direct an employee to take annual leave by providing 30 days' notice.

26.8 No deduction will be made from annual leave credits for any holiday set out in Clause 34 (Public Holidays), that falls within the annual leave period.

Annual leave loading

26.9 An employee who has qualified for four (4) weeks' annual leave will be entitled in respect of that leave to an annual leave loading equal to 17.5% of four (4) weeks' salary, up to the maximum payable amount as outlined in 26.11.

26.10 The remuneration for the purposes of calculating this annual leave loading will be deemed to be the salary of the employee as at the payday immediately preceding the payment of the loading.

26.11 The maximum annual leave loading payable is to be the equivalent of the Commonwealth Statistician's average total earnings of all males (Australia) for the most recently available quarterly data at the date of the payment.

26.12 The allowance is to be paid annually on the first pay period in December or, by mutual agreement with the employer, at the time the employee takes the leave.

26.13 On ceasing employment, leave loading is payable on annual leave accrued but not taken at the date of termination.

Cashing out Annual Leave

26.14 An employee and RMIT Training may agree to the employee cashing out of a particular amount of the employees accrued annual leave provided that the following requirements are met:

(a) The cashing out of a particular amount of annual leave must be by agreement between RMIT Training and the employee and must:
    (i) Be in writing and retained as an employee record, and
    (ii) State the amount of leave to be cashed out and the payment to be made to the employee, and
    (iii) State the date on which the payment will be made, and
    (iv) be signed by RMIT Training and the employee, or if the employee is under 18 years of age, by the employee's parent or guardian.
(b) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made, and
(c) The agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks, and
(d) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.

27. LONG SERVICE LEAVE

27.1 Each employee will be entitled to thirteen (13) weeks of long service leave on full pay on completion of 10 years of continuous service. The employee may elect to convert all or part of the period of entitlements to double the period by taking leave on half pay. Thereafter, long service leave will accrue on a *pro rata* basis at the rate of 1.3 weeks per year of service.

27.2 Long service leave entitlements may be taken in broken periods of not less than one (1) day and may also be taken in conjunction with the employee's current annual leave entitlement with the agreement of the employee's supervisor at least 60 days before commencement and subject to the operational requirements of the business.

27.3 Where an employee nominates to take long service leave in periods of not less than one (1) day but not greater than two (2) weeks, the employer must grant the request as soon as practicable upon receiving the request, unless the employer has reasonable business grounds for refusing the request.

27.4 An employee may take long service leave at a time of their choosing for periods of two (2) weeks or greater if they provide a minimum of 6 months' notice; or at a time agreed between the supervisor and employee where a lesser period of notice is provided.

27.5 No deduction will be made from long service leave credits for any holiday set out in Clause 34 (Public Holidays) that falls within the long service leave period.

27.6 After seven (7) years of continuous service an employee:

(a) may take pro-rata long service leave (including electing to convert all or part of entitlements to double the period by taking leave on half pay); and
(b) will be entitled to pro-rata payment in lieu of long service leave accrued as at the date of separation from their employment.

27.7 An employee, or their legal representative, will be entitled to pro rata payment after four (4) years of continuous service where the employee retires on the grounds of ill health, age or dies. In these circumstances, long service leave will be calculated at the rate of 1.3 weeks for each year of service including service recognised from another employer.

Casual long service leave

27.8 Any service as a Casual Employee which meets the requirements of the relevant legislation in force in the State in which they are employed will count as service for the purposes of long service leave provisions.

Recognition of prior service

27.9 Prior service from RMIT Training and its associated entities will be recognised for the purpose of calculating the accrual of long service leave, and service for the purposes of parental leave and redundancy. Prior service with another employer may be agreed at the time of appointment for the purpose of calculating the accrual of long service leave. Where prior service has been recognised long service leave will only be taken after the employee has been with RMIT Training for at least two (2) years unless otherwise agreed.

28. PARENTAL LEAVE

28.1 Parental leave includes maternity leave, adoption leave and partner leave.

28.2 Employees who are the primary care giver will be entitled to parental leave as follows:

(a) for continuous service of less than twelve (12) months, paid leave will be available on the basis of 1.5 weeks paid leave for each completed month of service.
(b) for continuous service of twelve (12) months or greater, paid leave will be available on the basis of 18 weeks' paid leave.

28.3 An employee who is to be primary care giver of a foster child, who is subject to permanent or long term placement, will be entitled to six (6) weeks on full pay.

28.4 Employees who are partners are entitled to ten (10) days parental leave.

28.5 An employee who is, or who becomes, a primary care giver of the child will be entitled to additional leave without pay to bring the aggregate period of leave to a continuous period of 12 months from the birth or placement of the child.

28.6 Where both partners are employed by RMIT Training they may take paid partner and maternity/adoption leave concurrently for up to eight (8) weeks (paid or unpaid). Concurrent leave can be taken in separate periods, but each block of concurrent leave must not be less than two (2) weeks, unless RMIT Training otherwise agrees. The balance of the 52 weeks'

parental leave may be taken consecutively by each partner, where each will have the responsibility for the care of the child.

Casual Employee parental leave

28.7 A Casual Employee who has been employed regularly and systematically for at least 12 months by RMIT Training prior to commencing maternity/adoption leave will be entitled to 52 weeks' unpaid maternity/adoption leave for the purpose of pregnancy, childbirth or having responsibility for the care of the child.

Commencement of parental leave

28.8 Parental leave commences:

(a) up to ten (10) days prior to the date of placement of the adopted child in the case of adoption leave;
(b) up to six (6) weeks prior to the expected date of delivery in the case of maternity leave, unless medical evidence certifies otherwise; and
(c) up to six (6) weeks prior to and up to six (6) weeks following the birth or adoption of the child in the case of partner leave.

28.9 Provided that when the actual date of delivery occurs earlier than six (6) weeks prior to the expected date of delivery in the case of maternity leave or earlier than six (6) weeks prior to the expected date of delivery in the case of partner leave, parental leave may commence at that earlier date.

General conditions of leave

28.10 Employees will usually provide RMIT Training with ten (10) weeks' notice prior to the expected date of delivery. RMIT Training may require appropriate certification related to the birth, adoption or long-term placement of a foster care child.

28.11 Normal incremental advancement within salary classifications will continue during periods of parental leave taken under this Clause 28.

28.12 All paid parental leave entitlements under this Clause 28 may be taken at half pay for double the amount of leave.

28.13 The paid benefits outlined in this Clause 28 will apply on a *pro rata* basis for fractional employment arrangements.

28.14 An employee on a fixed-term contract whose contract expires during a period of paid parental leave will not be eligible for further leave after the date of expiry of the contract unless the employee is re-employed and there is no break in service.

28.15 An employee who contracts an illness resulting from pregnancy or childbirth may access personal leave benefits during the unpaid portion of the maternity leave.

Unplanned cessation of parental leave

28.16 An employee whose pregnancy, having proceeded for a period of not less than twenty (20) weeks, terminates by miscarriage or stillbirth, will be entitled to paid leave in accordance with sub-clause 28.2. Where an employee has already commenced such leave they will be entitled to the balance of the paid parental leave.

28.17 The employee will also be entitled to an unpaid period of maternity leave that will bring the aggregate leave to a continuous period not exceeding six calendar months, and may with a certificate from a medical practitioner, be extended up to an aggregate period of 12 months.

28.18 Where partner leave has commenced and the child dies during the period that the employee is on leave, the employee will be entitled to up to 10 (ten) days' unpaid leave or such longer period as may be certified by a medical practitioner up to a maximum of four (4) weeks, in addition to any period of compassionate leave.

28.19 Where further unpaid parental leave under sub-clauses 28.21 - 28.23 has commenced and the child dies during this period the employee will be entitled to 14 weeks' unpaid leave or such longer period as may be certified by a medical practitioner, in addition to any period of compassionate leave.

Use of other leave

28.20 Employees may elect to cover any unpaid parental leave with, or add to their unpaid parental leave, by taking annual leave and/or long service leave during or adjacent to any period of unpaid parental leave including further unpaid parental leave. If such other leave is to be taken, the normal notice and approval requirements apply.

Further unpaid parental leave

28.21 In addition to and following on from any period of parental leave the employee may make a written request that RMIT Training agree to an extension of unpaid parental leave for the employee for a further period of up to (twelve) 12 months.

28.22 An employee who has carer responsibilities for a child under six years of age, or who has a child under 18 years of age with a disability certified by a medical practitioner, may make written application for up to 12 months' unpaid leave which may be in addition to leave approved under sub-clause 28.21.

28.23 In response to an application for unpaid leave under this Clause 28, RMIT Training will not refuse any application except on reasonable business grounds and not until giving the employee a reasonable opportunity to vary the application so as to make the arrangement feasible. RMIT Training will give the employee a written response within twenty-one (21) days stating whether or not the extension of leave is approved and include details of the reasons if the extension is refused.

Reducing period of parental leave

28.24 If RMIT Training agrees, an employee whose period of parental leave has started may reduce the period of parental leave they take. The employee is required to request a reduction in their parental leave period in writing, at least four (4) weeks prior to the date they wish to

return to work. RMIT Training may refuse the request on reasonable business grounds, which may include the consideration of backfill arrangements that RMIT Training has in place to cover the employee's original period of absence.

Return to work

28.25 Employees returning to work from parental leave will not be subject to career disadvantage. To this end while an employee is on parental leave, they will be informed and consulted in a timely manner about organisational change relevant to their employment, and will be entitled to:

(a) access professional development opportunities, activities and functions;
(b) make application and be considered for internal job or secondment opportunities;
(c) be sent relevant information such as newsletters and minutes of meetings via email or posted to their home address.

28.26 An employee who is on unpaid parental leave may agree with RMIT Training to undertake work for up to ten (10) days for the purpose of "keeping in touch" with their employment, in order to facilitate a return to their employment at the end of their leave. An employee may request a keeping in touch day no sooner than fourteen (14) days, and the employer may do so no sooner than forty-two (42) days, after the birth, or day of placement of the child. The employee will be paid their usual rate of pay for working on the keeping in touch day and this work will not break the continuity of the period of unpaid parental leave.

28.27 An employee returning to work from parental leave will be entitled to return to the position and fraction of employment held immediately before taking leave, provided that an employee returning to work after working a reduced time fraction because of pregnancy will be entitled to return to the position and time fraction held immediately prior to working this reduced time-fraction.

28.28 By agreement, an employee may return to an available alternative position at the same level as their position prior to parental leave, with no disadvantage, either on a temporary or permanent basis.

28.29 An employee on parental leave will be consulted in accordance with the procedures in this Agreement if significant change to the position she or he held before commencing parental leave is proposed.

28.30 If the position held before commencing parental leave no longer exists, RMIT Training will employ the employee in an available position commensurate with the classification and duties for which they qualified, provided that position is at the substantive classification level held prior to commencement of parental leave.

28.31 Where an employee's position is made redundant while they are on parental leave they may agree to waive the provisions of sub-clause 28.27 provided they would be paid the balance of any paid parental leave that is outstanding in addition to a redundancy payment under Clause 47 (Redundancy and Redeployment).

29. PERSONAL LEAVE

Definitions

29.1 "Family member" for the purpose of this Agreement includes:

(a) a member of the employee's household; or
(b) a member of the employee's immediate family including:

(i) partner (i.e., spouse/de facto relationship, which will include same sex partners), former partner, child, foster child, grandchild, parent, legal guardian, parent-in-law, grandparent, brother or sister of the employee;
(ii) child (including an adopted child, foster child, step child or an ex-nuptial child), parent, legal guardian, grandparent, grandchild, brother or sister of the employee of the employee's partner or former partner;
(iii) a relative who has taken the place of a parent or of a relative residing with the employee at the time of such illness or death;
(iv) a person for whom the employee has caring responsibilities arising from an Indigenous kinship relationship of equivalent status to (i) – (iii) above.

29.2 "Medical Evidence" for the purpose of this Agreement includes: a certificate from a registered medical practitioner or a registered health professional (including a doctor, dentist, pharmacist, physiotherapist, chiropractor, osteopath, optometrist, naturopath, clinical or counselling psychologist); a statutory declaration will be sufficient certification (for periods of three (3) days or less).

Personal leave entitlement

29.3 Personal leave may be accessed by an employee to attend to personal illness or injury; to provide care or support to a family member who is ill or injured; or in the case of an unexpected emergency in relation to that person.

29.4 An employee is entitled to personal leave on full pay at the rate of 15 working days for each completed year of service commencing from the date of appointment, or *pro rata* for Part-time Employees. Such leave will be credited 12 months in advance.

29.5 All personal leave credits and debits will be expressed in terms of hours. Personal leave may be taken for part of a single day. Personal leave entitlements which are not taken by the completion of the year will accumulate.

29.6 Where an employee terminates employment prior to the first anniversary of appointment, and/or the employee has used in excess of their accrued personal leave entitlements, RMIT Training will be entitled to recoup any days in excess of accrued personal leave from the employee's termination payments.

29.7 An employee may convert personal leave on full pay to personal leave on half pay at any time subject to the approval of RMIT Training.

29.8 Where practicable, the employee will inform RMIT Training of the employee's inability to attend for duty on the first day of personal leave, and as far as practicable state the estimated duration of the leave.

29.9 An employee must provide medical evidence to RMIT Training upon return to work for any period of personal leave taken due to their or their family member's illness in excess of:

(a) two consecutive working days, or
(b) six aggregate working days in each year of service.

29.10 In the absence of medical evidence, the period of absence from duty will be without pay, or at the request of the employee, will be deducted from the annual leave credits of the employee. Where an employee has used all leave credit entitlements and requires additional personal leave, the employee may make application for leave without pay.

29.11 Where a public holiday falls during a period when an employee is absent on personal leave and such holiday is observed by RMIT Training, no deduction will be made for that day from the personal leave credits of the employee.

29.12 If an employee, during annual leave or long service leave, is required to take personal leave and the employee provides medical evidence that enables the employee to take personal leave in accordance with this Agreement, the absence will be counted as personal leave, and that period of annual leave or long service leave will be re-credited to the employee.

29.13 Upon application by an employee, the Associate Director, People and Culture, in consultation with the CEO, may also grant personal leave as a result of special circumstance.

29.14 An employee who contracts an infectious disease classified as notifiable to the Victorian Department of Health, or who is required to remain in isolation by reason of contact with a person who has been demonstrated through medical evidence as suffering from a notifiable infectious disease, will be granted special leave on full pay for the period they are required to be absent, and will not have such leave deducted from personal leave credits. The requirement for the quarantine will be subject to regular review by a medical practitioner.

Unpaid personal leave

29.15 Where there is no entitlement to paid personal leave, an employee is entitled to up to two (2) days' unpaid personal leave per occasion.

30 COMPASSIONATE AND BEREAVEMENT LEAVE

30.1 Paid leave for Ongoing Employees or unpaid leave for Casual Employees, or unpaid leave where there is no entitlement to paid leave, will be granted for each occasion when a member of the employee's family as defined in Clause 29 (Personal Leave):

(a) contracts or develops a personal illness that poses a serious threat to their life - three (3) days leave; or
(b) sustains a personal injury that poses a serious threat to their life - three (3) days leave; or
(c) dies - five (5) days leave.

30.2 Special circumstances not listed in this Clause 30 will be considered on application by the Associate Director, People and Culture, in consultation with the CEO.

30.3 Additional leave with or without pay may be granted where it is considered by RMIT Training that the leave provided by this Clause 30 is inadequate in regard to the circumstances, such as a delayed funeral or the necessity of the employee to undertake travel.

31 OTHER LEAVE

Jury service, crown witness and tribunal

31.1 Employees are entitled to jury service, crown witness and tribunal leave on the following basis:

(a) An employee who is required to attend a Court or Tribunal for the purpose of jury service, as a Crown witness or to give evidence directly related to their employment will be entitled to leave on full pay for the duration of such attendance.
(b) Where an employee is on annual leave or long service leave, no deduction will be made from the leave credits for the duration of their jury service or witness attendance.
(c) Any fees paid to an employee by reasons of jury service will not be deducted from the employee's salary.
(d) An employee who is required to appear in Court or Tribunal in any capacity, other than as specified in sub-clause 31.1(a) above will be entitled to leave without pay for the period of such appearance.

Firefighting and emergency assistance

31.2 An employee whose services are required as a member of a voluntary organisation called upon by government or a competent authority to assist in fire-fighting, other emergency assistance, or auxiliary operations, or who responds to an appeal for volunteers for such assistance, will be granted paid leave for duration of operations plus an additional day for recovery or unpaid leave if they are casual.

Blood donor

31.3 An employee who donates blood will be granted paid leave subject to confirmation of attendance by the blood bank and limited to a maximum of (2) two hours in every (3) three months.

Election leave

31.4 A candidate for Federal or State Parliament will be entitled to unpaid leave for all or part of the period between the close of nominations and the declaration of the poll but may use annual or long service credits during such absence.

Religious, cultural, community or ceremonial leave

31.5 Any employee will be entitled to leave without pay of up to (3) three working days in any calendar year for the purpose of observation of religious, cultural, community or ceremonial occasions. Satisfactory evidence, such as a statutory declaration, may be required.

Aboriginal and Torres Strait Islander leave

31.6 It is acknowledged that members of Aboriginal and Torres Strait Islander communities have responsibilities for a significant level of cultural and ceremonial obligations. These include but are not limited to preparing for and attending community business; National Aboriginal and Islander Observation Committee Week functions; National Sorry Day and/or other relevant cultural duties and events; and fulfilling ceremonial and community obligations.

31.7 Aboriginal and Torres Strait Islander employees will be granted twelve (12) days per year paid leave for cultural and ceremonial obligations of Aboriginal and Torres Strait Islander people. Additional paid special leave may be approved by RMIT Training as agreed with the employee.

Industrial relations leave

31.8 Paid leave of one (1) day per calendar year, or more with the approval of the Associate Director, People and Culture, will be granted to an employee to attend short courses or seminars on industrial relations or dispute resolution or the union's state or national conference. Up to three (3) accredited union delegates will have access to up to a further two (2) days per calendar year to attend to union business.

Leave without pay

31.9 Leave without pay may be granted by RMIT Training with the approval of the Associate Director, People and Culture in circumstances where paid leave is not available or appropriate.

Study leave

31.10 Study leave will be available to employees on the following basis:

(a) Through the annual performance development process and work plan discussions, the professional and/or personal development needs of employees will be identified in line with the skills and competencies required by the company. Such development needs will be addressed using tools such as coaching, mentoring, work-based projects and skill development courses.
(b) Where these needs are to be addressed through a course of study, the employee and their supervisor will determine the course of study to be undertaken and the manner in which this will occur.
(c) An employee may be granted paid leave to attend a course of study provided that the course being undertaken is aimed at developing employment-related skills as per the skill-based classification structure and has been identified as professional development through the processes outlined in sub-clause 31.10(a).
(d) Such study leave may cover attendance at classes during normal office hours and/or examination leave and in general, will be granted only to the extent that it does not interfere with the employee's normal job requirements or that of their work unit.
(e) Where an employee or the employer initiates a request for study leave, RMIT Training may elect to partially support the employee in respect of this training. RMIT Training will assess each case individually and determine the amount and level of support.

Career break leave

31.11 An Ongoing Employee who has at least twenty-four (24) months of continuous service with RMIT Training may request unpaid career break leave of up to six (6) months.

31.12 RMIT Training may approve a request for career break leave to enable an employee to enhance their professional and personal development in a manner that cannot be ordinarily achieved during normal work time.

31.13 Career break leave must be applied for at least six (6) months in advance and approval is subject to a consideration of the operational requirements of RMIT Training. Career break leave may be used in conjunction with other leave, such as annual or long service leave.

Gender Affirmation Leave

31.14 A Full-time Employee is entitled to up to thirty (30) days of paid gender affirmation leave over the life of their employment at RMIT Training for the purposes of taking steps to affirm their gender.

31.15 A Part-time Employee is entitled to paid gender affirmation leave on a pro rata basis.

31.16 Casual Employees are not eligible to paid gender affirmation leave.

31.17 The gender affirmation procedures, may include but are not limited to medical, psychological, surgical, legal status and documentation amendment appointments.

31.18 Unused gender affirmation leave will not be paid out upon termination of employment.

Taking gender affirmation leave

31.19 An employee may take gender affirmation leave in one (1) block or in lesser periods as required.

31.20 If an employee has exhausted their paid gender affirmation leave entitlement and they require additional leave to complete social, medical, or legal affirmation processes, may use their accrued annual, personal or long service leave, or a period of leave without pay as agreed with their manager.

31.21 Periods of paid gender affirmation leave will count as service for all purposes.

Notice and evidence requirements for gender affirmation leave

31.22 An employee must give notice of the intention to take gender affirmation leave as soon as practicable. Notice must:

(a) Be in writing to the employee’s supervisor;
(b) Advise the period of leave proposed to be taken; and
(c) be accompanied by evidence that would satisfy a reasonable person that the leave is being taken for gender affirmation purposes. Such evidence may include a medical certificate or letter from the employee's Registered Health Practitioner or statutory declaration by the employee.

Christmas Close Down

31.23 RMIT Training will observe a Christmas Close Down period each year between Christmas Day and New Year's Day. During this Christmas Close Down period the days that are not public holidays or in lieu of public holidays (as specified in sub-clause 34.2), will be granted to employees (excluding Casual Employees) without loss of pay.

31.24 Where an employee is required by RMIT Training to work during the Christmas Close Down, the supervisor and employee will mutually agree to an equivalent number of alternative day/s (or part days) leave on full pay, or some other mutually agreeable arrangement.

32. DOMESTIC VIOLENCE LEAVE

General principles

32.1 RMIT Training recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. RMIT Training is committed to providing workplace support to employees that experience family and domestic violence.

32.2 RMIT Training will use its best endeavours to support its employees if they have difficulties performing tasks at work. No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family and domestic violence or because of their disclosure of, experience of, or perceived experience of, family violence.

Definition of family and domestic violence

32.3 For the purpose of this Clause 32, family and domestic violence is defined as any violent, threatening or other abusive behaviour by an employee's close relative, a current or former intimate partner, or a member of their household that both:

(a) Seeks to coerce or control the employee;
(b) Causes them harm or fear.

A close relative is:

(a) An employee's:
    (i) Spouse or former spouse
    (ii) De facto partner or former de facto partner
    (iii) Child
    (iv) Parent
    (v) Grandparent
    (vi) Grandchild
    (vii) Sibling

(b) A child, parent, grandparent, grandchild, or sibling of an employee's current or former spouse or de facto partner, or
(c) A person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

Family and domestic violence leave

32.4 An employee, including a Part-time or Casual Employee, experiencing family and domestic violence is entitled to a maximum of ten (10) days per year of paid family and domestic violence leave for the purpose of:

(a) attending legal proceedings, counselling; or
(b) appointments with a medical or legal practitioner; or
(c) relocation or making other safety arrangements; or
(d) other activities associated with the experience of family and domestic violence.

32.5 In addition, an employee, including a Part-time or Casual Employee, who provides support to a person experiencing family and domestic violence is entitled to access five (5) days unpaid family and domestic violence leave for the purpose of:

(a) accompanying that person to legal proceedings, counselling; or
(b) appointments with a medical or legal practitioner; or
(c) assisting with relocation or other safety arrangements; or
(d) other activities associated with the experience of family and domestic violence including caring for children.

32.6 This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days or as a fraction of a day and can be taken without prior approval.

32.7 Upon exhaustion of the leave entitlement in sub-clause 32.4, employees will be entitled to up to two (2) days unpaid family and domestic violence leave on each occasion.

Payment for Leave

32.8 Full-time and Part-time Employees can take paid family and domestic violence leave at their full pay rate for the hours they would have worked if they weren't on leave.

32.9 Casual Employees will be paid at their full pay rate for the hours they were rostered to work in the period they took leave.

32.10 An employee's full pay rate is their base rate plus any:

(a) incentive based payments and bonuses
(b) loadings
(c) monetary allowances
(d) overtime or penalty rates
(e) any other separately identifiable amounts.

Notice and evidentiary requirements

32.11 The employee will give RMIT Training notice as soon as reasonably practicable of their request to take leave under this Clause 32, this can be after the leave has commenced.

32.12 If required by RMIT Training, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in sub-clauses 32.4 and 32.5. Such evidence may include a document issued by the police service, a court, a doctor (including a medical certificate), district nurse, maternal and child health care nurse, a family violence support service, a lawyer, a financial institution, an accountant or a statutory declaration.

32.13 RMIT Training will take all reasonable measures to ensure that any personal information provided by the employee concerning an employee's experience of family and domestic violence is kept confidential.

32.14 RMIT Training will only use this information to satisfy themselves that the employee is entitled to family and domestic violence leave, unless:

(a) the employee consents
(b) the employer is required to deal with the information by law; or
(c) it's necessary to protect the life, health or safety of the employee or another person.

Contact person

32.15 RMIT Training will nominate a contact person to provide support for employees experiencing family and domestic violence and notify employees of the name of the nominated contact person. The nominated contact person must be trained in relation to family and domestic violence and privacy issues relevant to the workplace and receive paid time off work to attend such training.

32.16 An employee experiencing family and domestic violence may raise the issue with the nominated contact person, their immediate supervisor or Occupational Health and Safety Representatives or their NTEU representative.

32.17 Where requested by an employee, the contact person will liaise with the employee's supervisor on the employee's behalf and will make a recommendation on the most appropriate form of support.

32.18 Nominated contact people within RMIT Training, Health and Safety Representatives and union representatives will be provided with appropriate training in supporting employees at the workplace who are experiencing family and domestic violence.

Individual support

32.19 In order to provide support to an employee experiencing family and domestic violence and to take steps to provide a safe work environment to all employees, RMIT Training will offer such support and adjustments as are practicable to an employee experiencing the effects of family and domestic violence. The support provided will depend upon the circumstances of each employee and may include:

(a) flexible work arrangements, including variations to an employee's start and finish times or patterns of work;
(b) changes to work locations, telephone numbers and/or email addresses;
(c) other appropriate forms of support requested by the employee.

33. FLEXIBLE WORKING ARRANGEMENTS

33.1 Employees are entitled to request flexible work arrangements in accordance with the NES.

33.2 Flexible working arrangements may include, but are not limited to:

(a) changing from full-time work to part-time work;
(b) changing from part-time work to full-time work;
(c) changing starting and finishing times within hours of work as regulated by this Agreement;
(d) increasing or decreasing hours of work;
(e) periods of leave without pay.

33.3 Requests for flexible work arrangements must be made by written application to the employee's supervisor, setting out the nature of the flexibility required and the reasons for the flexible working arrangements.

33.4 Employees with caring responsibilities are entitled to request access to flexible working arrangements that have a duration of up to two years, and longer by agreement between the employee and their supervisor.

33.5 RMIT Training must use its best endeavours to accommodate the request, including exploring all available flexible working arrangements to fulfil the employee's needs.

33.6 Applications for flexible working arrangements may only be refused on the grounds that RMIT Training is unable to provide the flexible working arrangements sought based on operational needs. If the application is refused, RMIT Training will provide the reasons in writing to the employee no later than ten (10) working days after the receipt of the application together with any other information as required by the NES.

33.7 If an application for flexible working arrangements is refused, RMIT Training may propose an alternative flexible working arrangement and the employee may make further application where circumstances have changed, or after one (1) year from the date of the initial application.

34 PUBLIC HOLIDAYS

The following days will be observed as public holidays:

34.1 Australia Day; Labour Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; King's Birthday; Friday before the AFL Grand Final, Melbourne Cup Day; Christmas Day; Boxing Day; New Year's Day.

34.2 Where there are additional or substituted days in addition to or in lieu of these holidays by Proclamation or Act of Parliament, then RMIT Training will observe these additional or substituted days as public holidays under this Agreement.

35 PURCHASED LEAVE (48/52 EMPLOYMENT CYCLE AND VARIATIONS)

35.1 RMIT Training will consider applications by employees to work a 48/52 week employment cycle. An employee may apply to work under a 48/52 week employment cycle for a 12 month period. The application to work under a 48/52 week employment cycle will be considered in relation to the business needs of RMIT Training and the role of that employee in RMIT Training.

35.2 A 48/52 week employment cycle will enable an employee to take four (4) weeks' leave in addition to the normal four (4) weeks of annual leave in a year and receive 48 weeks of salary, which would be payable over 52 weeks. All periods of paid leave will accrue at the rate of the employee's full-time equivalent salary for the twelve (12) month period of the 48/52 week employment cycle.

35.3 Unless otherwise agreed with the employer, an employee under a 48/52 week employment cycle is required to use additional leave granted in accordance with this Clause 35:

(a) in full in the year the additional leave is granted prior to taking annual leave;
(b) by 31 December of the year the additional leave is granted.

35.4 RMIT Training will advise an employee of the superannuation implications prior to the employee applying to enter the 48/52 week employment cycle.

35.5 RMIT Training will consider other flexible working arrangement variations to the 48/52 employment cycle, including 46/52 and 50/52, in accordance with the principles of this Clause 35.

36. ACCIDENT MAKE-UP PAY

36.1 An employee who suffers injury causing partial or total incapacity for work and who receives compensation in respect of such incapacity pursuant to the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) will be granted leave and will be paid make-up pay in accordance with sub-clause 36.2.

36.2 Leave and make-up pay will not exceed a continuous period of 52 weeks or an aggregate period of 52 weeks in respect of any one injury. The amount of make-up pay will be the difference between the amount of weekly compensation received by the employee and the pre-injury average weekly earnings of the employee. An employee who receives accident make-up pay will have any personal leave credits that were used during the period of the injury re-credited.

36.3 An employee who recovers damages in respect of the injury for which they have received make-up pay, will repay this make-up pay to RMIT Training provided that the damages so recovered include payment for loss of income.

36.4 Where an employee is off duty as a result of an injury for which RMIT Training is liable for make-up pay under this Clause 36., the employee will be entitled to return to duty on alternative duties should a registered medical practitioner so recommend, for the purposes of rehabilitation, and provided that suitable work is available without prejudice to other employees.

37. JOURNEY ACCIDENT INSURANCE

37.1 RMIT Training will provide Journey Cover Insurance and to the extent of the policy, cover employees injured in journey accidents occurring when travelling to and from work, and between work locations, where such injuries or accidents are not covered by the Transport Accident Commission or Work Cover. Such insurance will have the same effect, and be calculated in like manner, as the provisions of Clause 36 (Accident Make-up Pay).

38. LEAVE AND UNPAID BREAKS TO COUNT AS SERVICE

38.1 Without detracting from what might be specified elsewhere in this Agreement, the following will count as service to determine the entitlement of an employee to leave:

(a) Any period of paid leave, with long service leave taken on half pay counting as normal service;
(b) Any continuous or aggregate period of personal leave without pay not exceeding twenty (20) working days in a calendar year;
(c) Any continuous period of personal leave without pay or leave without pay for the purpose of contesting elections to Federal or State Parliament not exceeding 48 weeks, for the purposes of long service leave accrual only;
(d) Any period of parental leave up to 36 weeks.

Provided that:

(e) breaks between fixed-term appointments of up to two times per year and of up to twelve (12) weeks will not constitute breaks in continuous service.

38.2 Except as provided for in sub-clause 38.1, periods of approved unpaid leave, including career break leave, will not count for service, but will not constitute breaks in service.

PART F MANAGING FOR PERFORMANCE

39. UNSATISFACTORY PERFORMANCE AND MISCONDUCT

39.1 Procedural fairness and natural justice will apply throughout these procedures. Those involved in any disciplinary action have a duty to act without favouritism, bias or conflict of interest and must act fairly and impartially.

39.2 Employees may be assisted by a representative at any stage throughout these procedures.

39.3 Employees will be given an opportunity to respond to any allegations relating to performance or misconduct at each stage of this procedure before a decision is made to counsel or take disciplinary action. Employees will be informed that any counselling or warning process is pursuant to this Clause 39 of the Agreement.

Performance or Misconduct Counselling process

39.4 Where it is believed that an employee's performance or conduct is unsatisfactory, the supervisor and the employee will attempt to resolve difficulties through a performance or misconduct counselling process including communication, co-operation, constructive criticism and assistance with specific training and development programs where appropriate.

39.5 During this phase the supervisor will record the times and dates of relevant events within a file note maintained by the supervisor, including the responses of the employee. Copies of all relevant contents of the file note will be available to the employee upon reasonable notice.

39.6 In the event that the matter is resolved satisfactorily, any records on the employee's file relating to the performance or misconduct counselling will be destroyed 12 months after the final counselling meeting.

39.7 If the matter is resolved satisfactorily, it will not be used in any future disciplinary case against the employee.

First warning

39.8 Where the supervisor believes that the performance or misconduct counselling process has not led to the resolution of the matter, they will advise the employee in writing of the aspects of performance and conduct that are considered unsatisfactory and will also propose a timeframe for monitoring the progress required of the employee.

39.9 The supervisor and employee (and their representative) will meet to discuss the matter.

39.10 Once the employee's response is taken into consideration, a first written warning may be issued which sets out: the aspects of the employee's performance or conduct which are considered unsatisfactory; the performance standard required of the employee in relation to those aspects; and a reasonable timeframe during which RMIT Training will monitor the employee's performance.

39.11 Following the service of a first written warning, a further meeting will be conducted between the supervisor and employee (and their representative) where the supervisor and employee

will jointly sign the warning to acknowledge its receipt. The signed warning will be placed on the employee's personnel file.

39.12 If the matter is resolved at any time during this process, a jointly signed statement to that effect will be placed on the employee's file. Provided there is no recurrence of the performance or conduct issue within 12 months after the final monitoring meeting, it will not be used in any future disciplinary case against the employee.

Second and final warning

39.13 Should the employee's performance or conduct not improve after monitoring within a reasonable timeframe RMIT Training may give an employee a written second and final warning in relation to unsatisfactory performance or misconduct.

39.14 The warning must set out the standard expected of the employee, where and how the employee is not meeting this standard, and the consequences if the employee fails to improve their performance including that continued or repeated unsatisfactory work performance or conduct may result in termination of the employee's employment.

39.15 RMIT Training must conduct a meeting involving a more senior manager to discuss the warning with the employee (and their representative). At this meeting, the more senior manager (and the employee's supervisor) will:

(a) state clearly the reasons for the second and final warning;
(b) specify a reasonable date for the resolution of the matter, bearing in mind the nature of the difficulties;
(c) signify that if the matter is not resolved by the date specified the employee's employment may be terminated.

39.16 After taking into consideration the employee's response, a final written warning may be placed on the employee's personnel file. A final written warning will be jointly signed by the employee and their supervisor to acknowledge its receipt.

39.17 If the matter is resolved at any time during this process, a jointly signed statement to that effect will be placed on the employee's file. Provided there is no recurrence of the performance or conduct issue within 12 months after the final monitoring meeting, it will not be used in any future disciplinary case against the employee.

Review of termination of employment

39.18 An employee who is given notice of termination following disciplinary action under this Clause 39 may seek a review of the termination decision within five (5) days. The review process will be conducted in accordance with the Grievance Resolution Procedures, commencing from sub-clause 41.6. The grounds of appeal must be one or more of the following:

(a) RMIT Training did not afford the employee a fair hearing;
(b) RMIT Training did not have a proper lawful reason based on unsatisfactory performance or misconduct of the employee to terminate employment;
(c) Termination was unduly harsh.

39.19 This right of review is not available to an employee who is dismissed for serious misconduct or who is not protected from unfair dismissal under Part 3-2 of the FW Act because they have not completed a period of employment of at least the minimum employment period.

40. SERIOUS MISCONDUCT

40.1 In a situation where there is an established case of serious misconduct warranting instant dismissal, an employee's services may be terminated without notice in accordance with the requirements of the FW Act.

40.2 “Serious Misconduct” has the meaning as prescribed by the FW Act, as amended from time-to-time.

PART G CONSULTATION, CHANGE AND TERMINATION

41. GRIEVANCE RESOLUTION PROCEDURES

Principles

41.1 The principles to be observed in the establishment of any grievance procedure are that:

(a) there be fair and consistent treatment of all employees;
(b) where possible, grievances will be dealt with informally at the workplace/unit level;
(c) at each level of the process the employee concerned may obtain the assistance of the NTEU or other nominated representative; and
(d) confidentiality will be maintained.

41.2 This grievance resolution procedure is available to all RMIT Training employees provided that this will not prevent the cessation of employment where this would have otherwise occurred.

41.3 A grievance may relate to any matter arising from a person's employment. These procedures do not take away the right of an employee or a party to seek resolution of a matter under Clause 42.(Dispute Resolution Procedures) or before an external tribunal or court. These procedures cannot be activated if a matter has been raised under Clause 42 (Dispute Resolution Procedures) or is before a court or tribunal.

Procedures

41.4 Every effort should be made to resolve the grievance at an informal level where appropriate.

41.5 Where a grievance is not settled through discussion at the informal level, the nature of the grievance should be conveyed formally in writing to the business unit Director (or the Associate Director, People and Culture if the business unit Director is the immediate supervisor or temporarily unavailable) for response. The nature of such response is to be notified in writing to the employee within five (5) working days of formal notification.

41.6 If the grievance is still not settled, the matter will be brought to the attention of the CEO by the Associate Director, People and Culture. The nature of the action determined by the CEO in consultation with the Associate Director, People and Culture is to be notified in writing to the employee within five (5) working days of formal notification.

41.7 At the request of either party, the Associate Director, People and Culture, in consultation with the CEO, will establish a committee comprising of the Chairperson, a management nominee and an employee representative nominated by the employee concerned, to consider the matter. The Associate Director, People and Culture, in consultation with the CEO, and the local NTEU Branch will agree on a person who will act as the Grievance Committee Chairperson. At the conclusion of the committee's deliberation a report and recommendation will be forwarded to the Associate Director, People and Culture and CEO.

41.8 If settlement is reached at any stage in the formal process, signed statements of agreement will be exchanged by the parties to the grievance.

41.9 In the event a dispute as to the implementation of these procedures arises, the parties agree the matter will be referred to the Dispute Resolution Procedures in accordance with Clause 42 of this Agreement.

41.10 Until the matter is resolved, work will continue normally while the process is followed.

42. DISPUTE RESOLUTION PROCEDURES

42.1 It is agreed that all employees, the NTEU and RMIT Training have an interest in the proper application of the Agreement and in minimising and resolving disputes. These procedures will apply to any dispute raised by RMIT Training, the NTEU, or an employee covered by this Agreement, arising under, or as to the operation or application of this Agreement or the National Employment Standards (including a dispute about whether RMIT Training had reasonable business grounds under subsection 65(5) or 76(4) of the FW Act, or any other work related matter).

42.2 The employees covered by the Agreement may be represented by a person or organisation of their choosing, such as the NTEU, during application of this procedure.

42.3 In the first instance the parties will meet within five (5) working days of the dispute being notified with the view to reaching a resolution. The parties will seek to resolve the matter within five (5) working days of its first meeting. Any agreement reached will be reduced to writing and implemented.

42.4 In the event the issue remains unresolved after the process outlined above has occurred, or if any party refuses to engage in the processes outlined above, a party may submit the matter to the Fair Work Commission for conciliation and/or arbitration. The parties agree to be bound by and implement any order, decision or other form of settlement of the Fair Work Commission.

42.5 Whilst the parties are trying to resolve the dispute using the above procedures, work will continue in the normal manner and no industrial action will be taken by RMIT Training or the NTEU. Management will not change work, the employees or the organisation of the work if such is the subject of dispute, nor take any other action likely to exacerbate the dispute.

Alternative dispute resolution procedure

42.6 Nothing in this clause prevents the parties from agreeing to refer an unresolved dispute to a person or body other than the Fair Work Commission for resolution, in which case the parties agree to be bound by any recommendation to resolve the dispute made by that agreed person or body.

42.7 Any dispute pertaining to the previous enterprise agreement, whether formally notified before or after the commencement of this Agreement, will be resolved under the dispute resolution procedures of this Agreement. Upon further written notification the dispute resolution process will commence or recommence under this Clause 42. For the purposes of this sub-clause 42.7 the relevant provisions of the *RMIT Training Pty Ltd and National Tertiary Education Industry Union Enterprise Agreement 2016* are deemed to be provisions of this Agreement.

43. INDIVIDUAL FLEXIBILITY ARRANGEMENT (IFA)

43.1 This clause constitutes the flexibility term referred to in section 202 of the FW Act.

43.2 Notwithstanding any other provision of this Agreement, an employer and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the employer and the individual employee.

43.3 The terms the employer and the individual employee may agree to vary the application of are those concerning:

(a) arrangements for when work is performed (varying the effect of sub-clauses 13.1 and 13.2);
(b) additional unpaid parental leave or unpaid carer's leave (varying the effect of sub-clauses 28.21 and 28.22);
(c) structuring a pattern of working hours other than those of a 48/52 to enable employees to work on a full-time or part-time basis for a portion of a year receiving salary payments averaged across the whole year, provided that, with the exception of the number of weeks worked and the resulting fractional payment, such arrangements will be in accordance with the principles of Clause 35 (Purchased Leave 48/52 Employment Cycle) (varying the effect of Clause 35);

43.4 RMIT Training must ensure that:

(a) The employer and the individual employee must have genuinely made the arrangement without coercion or duress, including not being a precondition for employment classification or promotion.
(b) The arrangement is genuinely agreed to by RMIT Training and the employee.
(c) The employee is advised that they are entitled to have a representative negotiate a flexibility arrangement on their behalf, providing that the arrangement does not require the consent of a third party as specified in section 203(5) of the FW Act.
(d) The employee and their representative must have at least three working days to consider the proposal; and
(e) The terms of the individual flexibility arrangement are about permitted matters under section 172 of the FW Act and are not unlawful under section 194 of the FW Act.

43.5 The arrangement between the employer and the individual employee must:

(a) be confined to a variation in the application of one or more of the terms listed in sub-clause 43.3;
(b) result in the employee being better off overall than the employee would have been if no individual flexibility arrangement had been agreed to; and
(c) meet the genuine needs of RMIT Training and the employee in relation to one or more of the matters mentioned in sub-clause 43.3.

43.6 The individual flexibility arrangement between the employer and the individual must also:

(a) be in writing, name the parties to the arrangement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;

(b) state each term of this Agreement that the employer and the individual employee have agreed to vary;
(c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
(d) detail how the arrangement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
(e) state the date the arrangement commences to operate.

43.7 The employer must give the individual employee a copy of the arrangement within fourteen (14) days after it is agreed and keep the arrangement as a time and wages record.

43.8 Except as provided in sub-clause 43.6 the arrangement must not require the approval or consent of a person other than the employer and the individual employee.

43.9 If RMIT Training seeks to enter into an arrangement it must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal. The employee and their representative must have a minimum of three (3) working days and a maximum of ten (10) working days to consider the proposal.

43.10 The individual flexibility arrangement may be terminated:

(a) by the employer or the individual employee giving no more than twenty-eight (28) days' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
(b) at any time, by written agreement between the employer and the individual employee.

43.11 The right to make an individual flexibility agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this Agreement.

44. CONSULTATION ON CHANGE

44.1 RMIT Training recognises that the involvement of all employees in decisions that affect them will lead to better decisions and a greater commitment to the implementation of all decisions. Organisational change proposals will not be used purely as a cost cutting device.

44.2 Organisational change proposals include but are not limited to the following: major changes in the composition, operation or size of RMIT Training's workforce or in the skills required; the elimination or diminution/reduction of job opportunities, promotion opportunities or job tenure; the need for retraining or transfer of employees to other work or location; the restructuring of jobs and other like matters.

44.3 The Change Management Committee is a committee comprised of management and an elected group of affected employees and/or their NTEU nominee. The Change Management Committee may be convened at the request of any party to discuss any organisational change proposal if the proposal is likely to have a significant effect on employees.

44.4 All relevant information to the organisational change proposal will be made available to the members of a Change Management Committee. Any relevant information denoted "commercial-in-confidence" by RMIT Training will remain confidential to the members of the Committee unless otherwise agreed by the members of the Committee. Such agreement will be minuted.

44.5 RMIT Training will consult with employees (and/or the employees' representative) where an organisational change proposal is likely to have a significant effect on employees. In such circumstances RMIT Training will ensure that the employees' representative is notified of the change proposal and is invited to employee consultation meetings about the proposed change.

44.6 This consultation will take the form of RMIT Training providing employees and the NTEU with copies of all relevant documentation relating to the organisational change proposal.

44.7 During the consultation process, at least one consultation meeting will be convened and reasonable time will be given to employees and the NTEU to provide feedback on the change proposal.

44.8 For a change to the employees' regular roster or ordinary hours of work, RMIT Training will:

(a) provide information to the employees (and/their representative) and the NTEU about the change; and
(b) invite the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities);
(c) consider any views given by the employees about the impact of the change prior to making a decision to adopt the change; and
(d) consult on the implementation of any proposed change to rosters and/or ordinary hours of work.

44.9 RMIT Training will ensure that consultation with affected employees and the NTEU will take place during the planning and any subsequent implementation of any organisational change proposal. RMIT Training will consider input from the NTEU and employees in making the decision and in its implementation and will provide a response to feedback.

45 EMPLOYEE ASSISTANCE PROGRAM

45.1 RMIT Training employees have access to an Employee Assistance Program (EAP). Employees are encouraged to access this program where necessary. Information is available through Human Resources.

46 TERMINATION AND NOTICE

46.1 All actions and decisions to discipline or terminate the employment of an employee must be in accordance with this Agreement.

46.2 An Ongoing or Fixed-term Employee may terminate their appointment by giving notice in writing as follows:

Period of Continuous Service	**Period of Notice**
Less than one year	Two weeks

One year and over	Four weeks

RMIT Training may approve a lesser period of notice.

46.3 An Ongoing or Fixed-term employee who is terminated in accordance with this Agreement for reasons other than serious misconduct warranting summary dismissal, or redundancy, will be entitled to notice as follows:

Period of Continuous Service	**Period of Notice**
Less than one year	Four weeks
One year and over	Six weeks

The period of notice is increased by two (2) weeks if the employee is over 45 years old and has completed at least two (2) years of continuous service with RMIT Training.

46.4 Any employee who has received notice of termination may receive payment *in lieu* of that notice. Such payment will include all employer superannuation contributions that would have been payable if the employee had worked the notice period.

Statement of service

46.5 A written statement of service will be provided at the request of an Ongoing or Fixed-term Employee, including an employee who is terminated due to redundancy, confirming the period of the employee's employment and the position in which the employee was employed immediately before termination of employment. The provision of a verbal or written reference for a departing or former employee will be at the discretion of the employee's supervisor.

Arrangements when notice of termination is given

46.7 If an employee or RMIT Training gives notice of termination of employment, RMIT Training may do one or more of the following:

(a) pay the employee *in lieu* of part or all of the notice period
(b) require the employee not to attend work or perform any duties, or
(c) require the employee to perform different duties (provided that such duties must not be humiliating or demeaning for the employee).

47 REDUNDANCY AND REDEPLOYMENT

47.1 Where positions are made redundant every reasonable effort will be made to redeploy the affected employee to a currently vacant position within RMIT Training if the employee has the necessary competencies to perform the duties of the position.

47.2 RMIT Training will identify all vacant positions within RMIT Training. Where the employee who is subject to redeployment has the necessary competencies they will have precedence when filling a vacant position. Where there is more than one employee subject to redeployment the appointment will be determined on merit principles through the normal selection process.

47.3 Where the employee is offered a position at the same level or a higher level they will have ten (10) days to consider the offer. Upon acceptance RMIT Training will confirm the new

arrangement in writing. Should the employee subject to redeployment decide not to accept the offer they will be formally advised of their redundancy.

47.4 Where the employee is offered a position at a lower level, they will have ten (10) days to consider the offer. The employee subject to redeployment will be placed on salary maintenance for a period of twelve (12) months. At the end of the salary maintenance period, the employee will not be paid less than the maximum rate within the salary range of the classification level they are redeployed to. Should the employee subject to redeployment not accept this offer they will be formally advised of their redundancy.

47.5 Where positions are made redundant and efforts to redeploy the affected employee have been unsuccessful, notice of termination will be provided in accordance with sub-clause 47.14 of the Agreement.

47.6 During the period of notice of termination given by RMIT Training an employee will be allowed up to one (1) days' time off without loss of pay during each week of that notice period for the purpose of seeking other employment.

47.7 Where a position is declared redundant an employee may be offered redeployment to any vacant position, including a "suitable vacant position" which means a position at the same classification level and time fraction as the employee's current substantive position and which the employee has the skills and qualifications to undertake.

47.8 Where an employee rejects a reasonable offer of redeployment to a "suitable vacant position" and their employment is terminated, the calculated severance payment set out in sub-clause 47.13 will be capped at sixteen (16) weeks.

Redundancy review

47.9 An employee may apply to the Associate Director, People and Culture within five (5) working days of receiving written notification of termination due to redundancy for a review of the decision to make the position redundant.

47.10 Upon receiving such an application, the Associate Director, People and Culture will consult with the CEO and as soon as practicable refer the application to a Review Committee comprised of management representation and employee representation which may include at the discretion of the employee either their nominee or a union representative.

47.11 The Review Committee must be established and the matter referred to the Committee within five (5) working days of the referral. The Review Committee will review the decision to make the position redundant and confirm that the process for handling the redeployment/redundancy has complied with this Agreement and was made fairly, properly and in accordance with the rules of natural justice, including whether the decision was in any way discriminatory.

47.12 The Review Committee is required to make a report to the CEO within ten (10) working days of the request to meet.

Notice and Severance

47.13 In addition to the period of notice specified in sub-clause 47.14 an employee whose employment is terminated because the position they hold is made redundant will be entitled to severance pay calculated as follows:

Period of Continuous Service	**Severance Pay**
Less than one year	Nil
One year and less than two years	Four weeks' pay
Two years and less than three years	Six weeks' pay
Three years and less than four years	Seven weeks' pay
Four years and less than five years	Eight weeks' pay

For each completed year of continuous service of five (5) years or more, an employee will be entitled to a further two (2) weeks' severance pay per year up to a maximum of forty (40) weeks.

Employees who were employed prior to the commencement of this Enterprise Agreement (2023) will continue to be entitled to a further two (2) weeks' severance pay per year for each completed year of service of five (5) years or more.

47.14 An employee who is terminated for reasons of redundancy will be entitled to notice as follows:

Period of Continuous Service	**Period of Notice**
Less than 2 years	Four weeks
Two years and over	10 weeks

The period of notice is increased by two (2) weeks if the employee is over 45 years old and has completed at least two (2) years of continuous service with RMIT Training.

47.15 Any employee who has received notice of termination due to redundancy may receive payment *in lieu* of that notice by agreement between the employee and RMIT Training.

47.16 In circumstances where an employee is working on a reduced time fraction of up to two (2) years by reason of return to work after parental leave, or one year by reason of return to work after illness or injury, all payments under this Clause 47 will be calculated on the basis of the time fraction in their substantive position worked prior to the parental leave, illness or injury.

48. ILL HEALTH AND INJURY RETIREMENT

48.1 Where the CEO reasonably believes that an employee is unable to perform their duties due to ill health or injury, one months' written notice will be given to the employee requiring them to undergo examination by a medical practitioner chosen and paid for by RMIT Training.

48.2 If the employee informs the CEO in writing during the one (1) month notice period of their intention to apply for an ill health retirement or temporary disability benefit pursuant to the rules of their superannuation fund, the employee will not be required to undergo medical examination and no further action will be taken unless the application is not expeditiously progressed by the employee or if it is not accepted due to a pre-existing medical condition.

48.3 With the consent of the employee a copy of the report from the medical practitioner will be made available to the CEO and the employee. If the medical report shows that the employee is unlikely to be able to perform or resume their duties within twelve (12) months, or if an employee refuses to undergo a medical examination or will not provide consent for the release of the medical report, RMIT Training may give notice of its intention to issue notice of termination on the grounds of incapacity. If the employee's employment is to be terminated they will receive payment *in lieu* of such notice that is the greater of the amount set out in sub-clause 46.3 (Termination and Notice) or the employee's contract of employment.

48.4 The employee (or their representative) may request a review of the decision within ten (10) days' of the employer's decision being provided in writing to the employee. Where a review is requested by the employee, RMIT Training will not terminate the employment of the employee for incapacity unless an independent medical practitioner, jointly chosen by the employee (or their representative) and RMIT Training, reviews the medical report and confirms in writing that the employee is unlikely to be able to resume their duties within twelve (12) months.

48.5 This Clause 48 will not apply where an employee is receiving payment under Clause 36 (Accident Make-up Pay),or is on a return to work plan pursuant to workers' compensation insurance, or is receiving payment through the Transport Accident Commission.

Schedule 1 – English Language Teacher Remuneration and Classification

S1.1 Rates for non-casual English Language Teachers

Classification						1/7/2023	1/7/2024	1/7/2025
Coordinator Level	Academic Coordinator / CELTA Coordinator					$109,286	$113,111	$117,070
English Language Teachers		Category A	Category B	Category C	Level	1/7/2023	1/7/2024	1/7/2025
	Years of Experience	NA	NA	9+	C.4	$96,532	$99,911	$103,408
		NA	9+	8-9	C.3	$94,055	$97,347	$100,754
		9+	8-9	7-8	C.2	$91,643	$94,851	$98,171
		8-9	7-8	6-7	C.1	$89,293	$92,419	$95,653
		7-8	6-7	5-6	B.4	$87,004	$90,049	$93,201
		6-7	5-6	4-5	B.3	$84,771	$87,738	$90,809
		5-6	4-5	3-4	B.2	$82,597	$85,488	$88,480
		4-5	3-4	2-3	B.1	$80,478	$83,295	$86,210
		3-4	2-3	1-2	A.4	$78,416	$81,160	$84,001
		2-3	1-2	0-1	A.3	$76,403	$79,077	$81,844
		1-2	0-1	NA	A.2	$74,442	$77,047	$79,744
		0-1	NA	NA	A.1	$72,535	$75,073	$77,701

Category A	**Must have**	**and**	**and**
	Bachelor degree or Diploma (3 year min)	including TESOL/LOTE/ESL/EAL/EALD method	n/a
	Bachelor degree or Diploma (3 year min)	Recognised TESOL/TEFL qualification	n/a
Category B	**Must have**	**and**	**and**
	Bachelor degree or Diploma (3 year min)	Recognised TESOL/TEFL qualification	Postgraduate Certificate
	Bachelor degree or Diploma (3 year min)	Diploma in Applied Linguistics	n/a
	Bachelor degree or Diploma (3 year min)	Diploma in TESOL/TEFL (not including DELTA)	n/a
	Bachelor degree or Diploma (3 year min)	Diploma of Education or equivalent (without TESOL method)	Recognised TESOL/TEFL qualification
	Bachelor degree or Diploma (3 year min)	Diploma of Education	with or including TESOL/LOTE /ESL/EAL/EALD method
	4 year Bachelor degree in Teaching or Education	with or including TESOL/LOTE/ESL/EAL/EALD method	n/a
Category C	**Must have**	**and**	**and**
	Bachelor degree or Diploma (3 year min)	Recognised TESOL/TEFL qualification	Master's degree in Applied Linguistics or a related field
	Bachelor degree or Diploma (3 year min)	Masters degree in TESOL or Diploma in English Language Teaching to Adults (DELTA)	n/a
	Bachelor degree or Diploma (3 year min)	Recognised TESOL/TEFL qualification	Master of Education
	PhD in Education or a related field	Recognised TESOL/TEFL qualification	n/a

Notes

1. A recognised TESOL/TEFL qualification includes examples such as CELTA, Cert IV TESOL, and Trinity Certificate.
2. A Postgraduate Certificate includes examples such as Postgraduate Certificate of TESOL. Diplomas include examples such as Postgraduate Diploma of Applied Linguistics and Postgraduate Diploma TESOL, and DELTA is classified here as an equivalent to a Master's degree.
3. If the employee does not have a recognised TESOL qualification, the Master's degree must have included a teaching practicum.

S1.2 Hourly rates for Casual English Language Teachers

	01/07/2023	01/07/2024	01/07/2025
Teaching Duties	$90.36	$94.43	$98.68
Non-Teaching Duties	$51.47	$53.28	$55.14

Notes

1. These rates include the 25% casual loading.
2. The Casual English Language Teachers rates of pay are inclusive of an additional 1% annual increase as a carryover of the previously listed Clause 21.2 of the RMIT Training Pty. Ltd. & NTEU Enterprise Agreement (2016).

S1.3 Hourly rates for Casual English Language Teachers – CELTA Tutors

	1/7/2023	1/7/2024	1/7/2025
Teaching duties	$97.50	$101.82	$106.33
Non-Teaching duties	$58.62	$60.67	$62.79

Notes

1. These rates include the 25% casual loading.
2. The Casual English Language Teachers rates of pay are inclusive of an additional 1% annual increase as a carryover of the previously listed Clause 21.2 of the RMIT Training Pty. Ltd. & NTEU Enterprise Agreement (2016).

Schedule 2 – Specialist English Language Teacher Allowances

S2.1 An English Language Teacher may be in receipt of the following allowances, which are expressed in annual rates and are superannuable.

	Descriptors	01/07/2023	01/07/2024	01/07/2025
Specialist Teaching Allowance 2 (STA2)	Applies to roles in which an English Language Teacher is required by RMIT Training to teach highly complex programs that require a level of competency that is substantially beyond those ordinarily required to teach ELICOS programs (e.g., CELTA Tutor). It also applies to roles in which overseas teaching appointments include a level of in-country responsibility for co-ordination of the program.	$6,286	$6,506	$6,734
Specialist Teaching Allowance 1 (STA1)	Applies to roles in which an English Language Teacher is required by RMIT Training to assume the responsibility for monitoring, assisting and co-ordinating the work of other English Language Teachers and supporting RMIT Training's initiatives, students and other English Language Teachers in their delivery of programs	$3,050	$3,156	$3,267

Schedule 3 – Language Testing and Customer Service Remuneration

The following Language Testing and Customer Service roles will receive a casual hourly rate of pay, inclusive of all penalties and loadings for Saturday work as follows:

Role	01/07/2023	01/07/2024	01/07/2025
Meeting	$38.50	$39.85	$41.24
Invigilator	$43.40	$44.92	$46.49
Test Operations Assistant	$43.40	$44.92	$46.49
Test Day Batcher	$46.52	$48.15	$49.84
IELTS Preparation Assistant	$46.52	$48.15	$49.84
Test Day Assistant	$49.77	$51.51	$53.31
Test Day Supervisor	$60.95	$63.08	$65.29
Examiner	$80.80	$83.63	$86.56
Monitoring	$107.74	$111.51	$115.41
Examiner Trainer	$121.21	$125.45	$129.84

S3.2 The duties and qualification requirements of the Language Testing and Customer Service roles are those required by IELTS or PTE systems.

Schedule 4 – Corporate Services Remuneration

S4.1 Annual pay ranges for Fixed-term and Ongoing Employees

	01/07/2023			01/07/2024			01/07/2025		
Level	Min	Mid	Max	Min	Mid	Max	Min	Mid	Max
A2	$51,951	$54,113	$56,275	$53,769	$56,007	$58,245	$55,651	$57,967	$60,284
B1	$55,140	$58,042	$60,945	$57,070	$60,074	$63,078	$59,067	$62,176	$65,285
B2	$59,694	$62,830	$65,968	$61,783	$65,030	$68,277	$63,946	$67,306	$70,667
C1	$64,213	$67,591	$70,969	$66,460	$69,957	$73,453	$68,786	$72,405	$76,024
C2	$68,870	$72,496	$76,120	$71,281	$75,033	$78,784	$73,776	$77,659	$81,541
D1	$73,665	$77,542	$81,419	$76,243	$80,256	$84,268	$78,911	$83,065	$87,218
D2	$79,985	$85,543	$91,101	$82,785	$88,537	$94,289	$85,682	$91,636	$97,589
E1	$90,228	$96,498	$102,766	$93,386	$99,876	$106,363	$96,655	$103,371	$110,085
E2	$101,114	$109,317	$117,518	$104,653	$113,143	$121,631	$108,316	$117,103	$125,888
F1	$114,696	$123,999	$133,301	$118,711	$128,339	$137,967	$122,865	$132,831	$142,796
F2	$129,711	$140,230	$150,748	$134,251	$145,138	$156,024	$138,950	$150,217	$161,485

Note: For clarity, Corporate Employees are assigned a salary within the salary range of the relevant band associated with their role classification. Refer to Clause 12 for more information.

S4.2 Hourly rates for Casual Employees

Level	1/07/2023	1/07/2024	1/07/2025
A2	$35.10	$36.32	$37.60
B1	$37.25	$38.55	$39.90
B2	$40.33	$41.74	$43.21
C1	$43.38	$44.89	$46.46
C2	$46.52	$48.15	$49.84
D1	$49.77	$51.51	$53.31
D2	$54.03	$55.92	$57.88
E1	$60.95	$63.08	$65.29
E2	$68.32	$70.71	$73.18
F1	$77.49	$80.20	$83.00
F2	$87.63	$90.70	$93.87

Note: These rates include the 25% casual loading.

Schedule 5 – Corporate Services Classification Descriptors

S5.1 RMIT Training Classification Framework

The RMIT Training Classification Framework allocates points on the basis of five factors depending on the level of competency required for the role from each of the factors.

The five factors are:

1. the knowledge necessary to adequately perform a role and how that knowledge needs to be applied;
2. the degree of problem solving and innovation required to be exercised in the role;
3. who the role requires an employee to interact with and the nature of interaction within that role
4. the impact a role has on the organisation;
5. the amount of accountability the role holds for the delivery of a product of service.

The points that are allocated will result in a combined point score from the five factors to be used to determine the Sub-Level of the role in a way that is consistent with the Classification Framework Descriptors below for each level and the Award Classification Descriptors in this **Schedule 5**. The minimum points for each Sub-Level are shown in the table below.

Level	Sub Level	Min Points	Description
A	**-**	-	Individual contributors that perform entry-level clerical work. Solutions to problems are clearly defined and are repetitive. Basic vocational training and/or on the job experience. Work is repetitive in nature and performed under close supervision.
	A2	119	
B	**B1**	138	Individual contributors that perform specific activities under close supervision to either service the Organisation's customers or support Company operations. Non-standard inquiries or questions are typically referred to immediate supervisor. Training and experience is typically gained on the job with minimal previous experience required. Assumes ownership for the timely and accurate completion of fairly straightforward daily and weekly assignments.
	B2	157	
C	**C1**	176	Individual contributors that perform a series of activities to service the Organisation's customers or support Company operations. Instructions for this level usually provide latitude for variations in sequences of, and within, procedures to deal with unusual or unanticipated aspects of required work. Non-standard inquiries or questions are generally resolved by the incumbents and may be reviewed by immediate supervisor. Assumes ownership for the timely and accurate completion of both routine and non-routine daily and weekly assignments.
	C2	195	

<table>
<tr><td rowspan="2">D</td><td>D1</td><td>214</td><td colspan="2" rowspan="2">Individual contributors requiring basic understanding and application of theoretical principles within field of specialisation. Has client (typically internal) interaction of a service nature. While the work follows defined process and precedents have been set, incumbents are expected to plan and organise work in best sequence. Applies knowledge of a functional discipline with basic knowledge of the Organisation’s structure and business to impact area of responsibility. Decisions are typically based on a build-up of facts and precedents. Frequent review of process and results.</td></tr>
<tr><td>D2</td><td>233</td></tr>
<tr><td rowspan="2">E</td><td>E1</td><td>253</td><td colspan="2" rowspan="2">Individual contributors or specialist supervisors responsible for the delivery of varied technical and professional activities. Work is subject to practices and procedures covered by precedents, well-defined policy, and process considerations that may require periodic review with other teams or work groups. Due to changing priorities or different situations encountered, incumbent has latitude to consider which procedure to use. Possesses advanced analytical, technical and problem-solving skills and abilities. Tends to operate within a defined timeframe.</td></tr>
<tr><td>E2</td><td>293</td></tr>
<tr><td rowspan="2">F</td><td>F1</td><td>331</td><td rowspan="2">People Managers:
Manager of a corporate specialisation or business unit within a department. Responsible for operationalising business strategy and plans, or providing in-depth corporate support to the executive team, with a planning time horizon of 6-12 months. Managing operational teams to ensure the smooth running of the business and acting as a point of escalation for non-routine problems. Guided by operational precedents, an in-depth knowledge of the Organisation and an ability to assess risk and compliance issues to escalate when required.</td><td rowspan="2">Non People Managers:
Experienced individual contributors able to adapt broader policies and programs to meet the Organisation’s business needs. Possesses advanced analytical, technical and problem-solving skills and abilities and a strong awareness of larger team/department strategies and customer needs. Within defined parameters, job holders have latitude to consider whether new procedures may have to be developed. Requires the ability to work independently and to provide consultative advice within specific functional areas. Works with independence, frequently conferring with manager on assignments
.</td></tr>
<tr><td>F2</td><td>369</td></tr>
</table>

S5.2 Award Classification Descriptors

A.1 Classification Definitions

A.1.1 Definition 1: Supervision

(a) Close supervision

Clear and detailed instructions are provided. Tasks are covered by standard procedures. Deviation from procedures or unfamiliar situations are referred to higher levels. Work is regularly checked.

(b) Routine supervision

Direction is provided on the tasks to be undertaken with some latitude to rearrange sequences and discriminate between established methods. Guidance on the approach to standard circumstances is provided in procedures. Guidance on the approach to non-standard circumstances is provided by a supervisor.

Checking is selective rather than constant.

(c) General direction

Direction is provided on the assignments to be undertaken, with the employee determining the appropriate use of established methods, tasks and sequences.

There is some scope to determine an approach in the absence of established procedures or detailed instructions, but guidance is readily available.

Performance is checked by assignment completion.

(d) Broad direction

Direction is provided in terms of objectives which may require the planning of staff, time and material resources for their completion. Limited detailed guidance will be available and the development or modification of procedures by the employee may be required. Performance will be measured against objectives.

A.1.2 Definition 2: Qualifications

Within the Australian Qualifications Framework:

(a) Year 12

Completion of a senior secondary certificate of education, usually in Year 12 of secondary school.

(b) Trade certificate

Completion of an apprenticeship, normally of four years duration, or equivalent recognition, e.g. Certificate III.

(c) Post-trade certificate

A course of study over and above a trade certificate and less than a Certificate IV.

(d) Certificates I and II

Courses that recognise basic vocational skills and knowledge, without a Year 12 prerequisite.

(e) Certificate III

A course that provides a range of well-developed skills and is comparable to a trade certificate.

(f) Certificate IV

A course that provides greater breadth and depth of skill and knowledge and is comparable to a two year part-time post-Year 12 or post-trade certificate course.

(g) Diploma

A course at a higher education or vocational educational and training institution, typically equivalent to two years full-time post-Year 12 study.

(h) Advanced diploma

A course at a higher education or vocational educational and training institution, typically equivalent to three years full-time post-Year 12 study.

(i) Degree

A recognised degree from a higher education institution, often completed in three or four years, and sometimes combined with a one year diploma.

(j) Postgraduate degree

A recognised postgraduate degree, over and above a degree as defined above.

NOTE: Previously recognised qualifications obtained prior to the implementation of the Australian Qualifications Framework continue to be recognised. The above definitions also include equivalent recognised overseas qualifications.

A.1.3 Definition 3: Classification dimensions

(a) Training level

The type and duration of training which the duties of the classification level typically require for effective performance. Training is the process of acquiring skills and knowledge through formal education, on-the-job instruction or exposure to procedures.

(b) Occupational equivalent

Examples of occupations typically falling within each classification level.

(c) Level of supervision

This dimension covers both the way in which employees are supervised or managed and the role of employees in supervising or managing others.

(d) Task level

The type, complexity and responsibility of tasks typically performed by employees within each classification level.

(e) Organisational knowledge

The level of knowledge and awareness of the organisation, its structure and functions that would be expected of employees at each proposed classification level and the purposes to which that organisational knowledge may be put.

(f) Judgment, independence and problem solving

Judgment is the ability to make sound decisions, recognising the consequences of decisions taken or actions performed. Independence is the extent to which an employee is able (or allowed) to work effectively without supervision or direction. Problem solving is the process of defining or selecting the appropriate course of action where alternative courses of actions are available.

This dimension looks at how much of each of these three qualities applies at each classification level.

(g) Typical activities

Examples of activities typically undertaken by employees in different occupations at each of the classification levels.

A.1.4 Corporate Services Level A2

(a) Training level or qualifications

Employees at the base of this level would not be required to have formal qualifications or work experience upon engagement.

Persons advancing through this level may typically perform duties which require a skill level which assumes and requires:

(i) knowledge, training or experience relevant to the duties to be performed;
(ii) completion of Year 12 without work experience;
(iii) completion of Certificates I or II with work related experience; or an equivalent combination of experience and training.

(b) Occupational equivalent

Labourer, security officer, administrative assistant, trainee for Level B duties.

(c) Level of supervision

Close supervision or, in the case of more experienced employees working alone, routine supervision.

(d) Task level

Straightforward administrative or manual duties, or elements of Level B duties under close supervision and structured on-the-job training. May be required to operate certain office or building equipment. Some knowledge of materials, e.g. cleaning chemicals may be required. With training and experience is able to perform a range of straightforward tasks where procedures are clearly established.

(e) Organisational knowledge

Will provide straightforward information to others on building or service locations. With training may provide general information and assistance to members of the public, students and other employees based on a broad knowledge of the employee's work area/responsibilities including knowledge of the functions, locations and availability of particular personnel and services.

(f) Judgment, independence and problem solving

Resolve problems where alternatives for the employee are limited and the required action is clear or can be readily referred to higher levels.

Employees advancing through this level will be able to solve relatively simple problems with reference to established techniques and practices and be able to choose between a range of straightforward alternatives.

An employee after 12 months or two years at this level should be able to perform a combination of various routine tasks and rearrange work sequences within the parameters of prearranged work priorities.

(g) Typical activities

Perform a range of manual duties.

In administrative positions, perform routine clerical and office functions which may include duties involving the inward and outward movement of mail, keeping, copying, maintaining and retrieving records, straightforward data entry and retrieval.

Security officers may be involved in a range of patrol duties, including responding to alarms, following emergency procedures and preparing incident reports.

A.1.5 Corporate Services Level B

(a) Training level or qualifications

Level B duties typically require a skill level which assumes and requires knowledge or training in clerical/administrative, trades or technical functions equivalent to:

(i) completion of a trades certificate or Certificate III;
(ii) completion of Year 12 or a Certificate II with relevant work experience; or
(iii) an equivalent combination of relevant experience and/or education/training.

Persons advancing through this level may typically perform duties which require further on-the-job training or knowledge and training equivalent to progress toward completion of a Certificate IV or Diploma.

(b) Occupational equivalent

Technical assistant/technical trainee, administrative assistant.

(c) Level of supervision

In technical positions, routine supervision, moving to general direction with experience. In other positions, general direction. This is the first level where supervision of other employees may be required.

(d) Task level

Task level will require some complexity. Apply body of knowledge equivalent to trade certificate or Certificate III, including diagnostic skills and assessment of the best approach to a given task.

(e) Organisational knowledge

Perform tasks/assignments which require knowledge of the work area processes and an understanding of how they interact with other related areas and processes.

(f) Judgment, independence and problem solving

Exercise judgment on work methods and task sequences within specified timelines and standard practices and procedures.

(g) Typical activities

(i) In technical assistant positions:

- assist a technical officer in operating a laboratory, including ordering supplies;
- assist in setting up routine experiments;
- monitor experiments for report to a technical officer;
- assist with the preparation of specimens; and
- assist with the feeding and care of animals.

Employees would be expected to perform a greater range and complexity of tasks as they progressed through the level and obtained further training.

(ii) In administrative positions perform a range of administrative support tasks including:

- standard use of a range of desktop based programs, e.g. word processing, established spreadsheet or database applications, and management information systems (e.g. financial, student or human resource systems). This may include store and retrieve documents, key and lay out correspondence and reports, merge, move and copy, use of columns, tables and basic graphics;
- to provide general administrative support to other employees including setting up meetings, answering straightforward inquiries and directing others to the appropriate personnel; and
- to process accounts for payment.

A.1.6 Corporate Services Level C

(a) Training level or qualifications

Level C duties typically require a skill level which assumes and requires knowledge or training equivalent to:

(i) completion of a diploma level qualification with relevant work related experience;
(ii) completion of a Certificate IV with relevant work experience;
(iii) completion of a post-trades certificate and extensive relevant experience and on-the-job training;
(iv) completion of a Certificate III with extensive relevant work experience; or
(v) an equivalent combination of relevant experience and/or education/training.

(b) Occupational equivalent

Technical officer or technician, administrative above Level B.

(c) Level of supervision

In technical positions, routine supervision to general direction depending upon experience and the complexity of the tasks. In other positions, general direction. May supervise or co-ordinate others to achieve objectives, including liaising with employees at higher levels. May undertake stand-alone work.

(d) Task level

May undertake limited creative, planning or design functions. Apply skills to a varied range of different tasks.

(e) Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's rules, regulations, processes and techniques and how they interact with other related functions.

(f) Judgment, independence and problem solving

(i) In technical positions, apply theoretical knowledge and techniques to a range of procedures and tasks.
(ii) In administrative positions, provide factual advice which requires proficiency in the work area's rules and regulations, procedures requiring expertise in a specialist area or broad knowledge of a range of personnel and functions.

(g) Typical activities

(i) In technical positions:

- develop new equipment to criteria developed and specified by others;
- under routine direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations; and/or
- demonstrate the use of equipment and prepare reports of a technical nature as directed.

(ii) In library technician positions:

- undertake copy cataloguing;
- use a range of bibliographic databases;
- undertake acquisitions; and/or
- respond to reference inquiries.

(iii) In administrative positions:

- may use a full range of desktop based programs, including word processing packages, mathematical formulae and symbols, manipulation of text and layout in desktop publishing and/or web software and management information systems;
- plan and set up spreadsheets or database applications;
- be responsible for providing a full range of secretarial services;
- may be responsible for accounting transactions and the production of reports;
- provide advice to students on enrolment procedures and requirements; and/or
- administer enrolment and course progression records.

A.1.7 Corporate Services Level D

(a) Training level or qualifications

Level D duties typically require a skill level which assumes and requires knowledge or training equivalent to:

(i) completion of a degree without subsequent relevant work experience;
(ii) completion of an advanced diploma qualification and at least one (1) year's subsequent relevant work experience;
(iii) completion of a diploma qualification and at least two years' subsequent relevant work experience;
(iv) completion of a Certificate IV and extensive relevant work experience;
(v) completion of a post-trade certificate and extensive (typically more than two years) relevant experience as a technician; or
(vi) an equivalent combination of relevant experience and/or education/training.

(b) Occupational equivalent

Graduate (i.e. degree) or professional, without subsequent work experience on entry (including inexperienced computer systems officer). Administrator with responsibility for advice and determinations. Experienced technical officer.

(c) Level of supervision

In professional positions, routine supervision to general direction, depending on tasks involved and experience. In other positions, general direction and may supervise other staff.

(d) Task level

Apply body of broad technical knowledge and experience at a more advanced level than Level 3, including the development of areas of specialist expertise. In professional positions, apply theoretical knowledge, at degree level, in a straightforward way. In administrative positions, provide interpretation, advice and decisions on rules and entitlements.

(e) Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's rules, regulations, policies, procedures, systems, processes and techniques, and how they interact with other related functions, in order to assist in their adaptation to achieve objectives, and advise, assist and influence others.

(f) Judgment, independence and problem solving

In professional positions, solve problems through the standard application of theoretical principles and techniques at degree level. In technical positions, apply standard technical training and experience to solve problems. In administrative positions, may apply expertise in a particular set of rules or regulations to make decisions, or be responsible for co-ordinating a team to provide an administrative service.

(g) Typical activities

(i) In technical positions:

- develop new equipment to general specifications;
- under general direction, assist in the conduct of major experiments and research programs and/or in setting up complex or unusual equipment for a range of experiments and demonstrations;
- under broad direction, set up, monitor and demonstrate standard experiments and equipment use; and/or
- prepare reports of a technical nature.

(ii) In library technician positions:

- perform at a higher level than Level C;
- assist with reader education programs and more complex bibliographic and acquisition services; and/or
- operate a discrete unit within a library which may involve significant supervision or be the senior employee in an out-posted service.

(iii) In administrative positions:

- responsible for the explanation and administration of an administrative function, e.g. student fees or HECS advice, records, determinations and payments, a centralised enrolment function, the organisation and administration of exams at a small campus;
- provide reports to management in account/financial, staffing; legislative requirements and other institutional activities; and/or
- administer salary and payroll requirements of the organisation.

(iv) In professional positions and under professional supervision:

- provide a range of library services including bibliographic assistance, original cataloguing and reader education in library and reference services; and/or
- provide counselling services.

A.1.8 Corporate Services Level E1

(a) Training level or qualifications

Level E1 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

(i) a degree with subsequent relevant experience;
(ii) extensive experience and specialist expertise or broad knowledge in technical or administrative fields; or
(iii) an equivalent combination of relevant experience and/or education/training.

(b) Occupational equivalent

Graduate or professional with subsequent relevant work experience (including a computer systems officer with some experience), line manager, experienced technical specialist and/or technical supervisor.

(c) Level of supervision

In professional positions, general direction; in other positions, broad direction. May have extensive supervisory and line management responsibility for technical, administrative and other non-professional employees.

(d) Task level

Perform work assignments guided by policy, precedent, professional standards and managerial or technical expertise. Employees would have the latitude to develop or redefine procedure and interpret policy so long as other work areas are not affected. In technical and administrative areas, have a depth or breadth of expertise developed through extensive relevant experience and application.

(e) Organisational knowledge

Perform tasks/assignments which require proficiency in the work area's existing rules, regulations, policies, procedures, systems, processes and techniques and how they interact with other related functions, and to adapt those procedures and techniques as required to achieve objectives without impacting on other areas.

(f) Judgment, independence and problem solving

Discretion to innovate within own function and take responsibility for outcomes, design, develop and test complex equipment, systems and procedures, undertake planning involving resources use and develop proposals for resource allocation, exercise high level diagnostic skills on sophisticated equipment or systems, analyse and report on data and experiments.

(g) Typical activities

(i) In technical positions:

- manage a teaching or research laboratory or a field station;
- provide highly specialised technical services;
- set up complex experiments;
- design and construct complex or unusual equipment to general specifications;
- assist honours and postgraduate students with their laboratory requirements; and/or
- install, repair, provide and demonstrate computer services in laboratories.

(ii) In administrative positions:

- provide financial, policy and planning advice;
- service a range of administrative and academic committees, including preparation of agendas, papers, minutes and correspondence; and/or
- monitor expenditure against budget.

(iii) In professional positions:

- provide a range of library services, including bibliographic assistance, original cataloguing and reader education in library and reference services;
- provide counselling services;
- undertake a range of computer programming tasks;
- provide documentation and assistance to computer users; and/or
- analyse less complex user and system requirements.

A.1.9 Corporate Services Level E2

(a) Training level or qualifications

Level E2 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

(i) a degree with at least four years' subsequent relevant experience;
(ii) extensive experience and management expertise in technical or administrative fields; or
(iii) an equivalent combination of relevant experience and/or education/training.

(b) Occupational equivalent

Senior librarian, technical manager, professional or scientific officer, senior administrator in a small organisation.

(c) Level of supervision

Broad direction. May manage other employees including administrative, technical and/or professional employees.

(d) Task level

Independently relate existing policy to work assignments or rethink the way a specific body of knowledge is applied in order to solve problems. In professional or technical positions, may be a recognised authority in a specialised area.

(e) Organisational knowledge

Detailed knowledge of academic and administrative policies and the interrelationships between a range of policies and activities.

(f) Judgment, independence and problem solving

Independently relate existing policy to work assignments, rethink the way a specific body of knowledge is applied in order to solve problems, adapt procedures to fit policy prescriptions or use theoretical principles in modifying and adapting techniques. This may involve stand-alone work or the supervision of employees in order to achieve objectives. It may also involve the interpretation of policy which has an impact beyond the immediate work area.

(g) Typical activities

(i) In a library, combine specialist expertise and responsibilities for managing a library function.

(ii) In student services, the training and supervision of other professional employees combined with policy development responsibilities which may include professional development activities contributing to the profession and publication.

(iii) In technical manager positions, the management of teaching and scientific facilities.

(iv) In administrative positions, provide senior administrative support to a small organisation, or manage a functional unit with some complexity in a larger organisation.

A.1.10 Corporate Services Level F1

(a) Training level or qualifications

Level F1 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

(i) postgraduate qualifications or progress towards postgraduate qualifications and extensive relevant experience;

(ii) extensive experience and management expertise; or

(iii) an equivalent combination of relevant experience and/or education/training.

(b) Occupational equivalent

Manager (including administrative, professional or scientific), senior administrator in a medium sized organisation.

(c) Level of supervision

Broad direction, working with a degree of autonomy. May have management responsibility for a functional area and/or manage other employees including administrative, technical and/or professional employees.

(d) Task level

Work at this level is likely to require the development of new ways of using a specific body of knowledge which applies to work assignments, or may involve the integration of other specific bodies of knowledge.

(e) Organisational knowledge

The employees will be expected to make policy recommendations to others and to implement programs involving major change which may impact on other areas of the institution's operations.

(f) Judgment, independence and problem solving

Responsible for program development and implementation. Provide strategic support and advice requiring integration of a range of organisational policies and external requirements, and an ability to achieve objectives operating within complex organisation structures.

(g) Typical activities

(i) Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.

(ii) Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity.

(iii) Manage a small or specialised unit where significant innovation, initiative and/or judgment are required.

(iv) Provide senior administrative support to organisations of medium complexity, taking into account the size, budget, course structure, external activities and management practices.

A.1.11 Corporate Services Level F2

(a) Training level or qualifications

Level F2 duties typically require a skill level which assumes and requires knowledge or training equivalent to:

(i) postgraduate qualifications and extensive relevant experience; or

(ii) extensive management experience and proven management expertise; or

(iii) an equivalent combination of relevant experience and/or education/training.

(b) Occupational equivalent

Manager (including administrative, professional or scientific), senior administrator in a more complex organisation.

(c) Level of supervision

Broad direction, working with a considerable degree of autonomy. Will have management responsibility for a major functional area and/or manage other employees including administrative, technical and/or professional employees.

(d) Task level

Demonstrated capacity to conceptualise, develop and review major professional, management or administrative policies at the corporate level. Significant high level creative, planning and management functions. Responsibility for significant resources.

(e) Organisational knowledge

Conceptualise, develop and review major policies, objectives and strategies involving high level liaison with internal and external client areas. Responsible for programs involving major change which may impact on other areas of the institution's operations.

(f) Judgment, independence and problem solving

Responsible for significant program development and implementation. Provide strategic support and advice (e.g. to schools or faculties or at the corporate level) requiring integration of a range of internal and external policies and demands, and an ability to achieve broad objectives while operating within complex organisational structures.

(g) Typical activities

(i) Assist in the management of a large functional unit with a diverse or complex set of functions and significant resources.

(ii) Manage a function or development and implementation of a policy requiring a high degree of knowledge and sensitivity and the integration of internal and external requirements.

(iii) Manage a small and specialised unit where significant innovation, initiative and/or judgment are required.

(iv) Provide senior administrative support to the more complex organisations, taking into account the size, budget, course structure, external activities and management practices.

Signed for and on behalf of

RMIT Training Pty Ltd

235-251 Bourke Street, Melbourne, Victoria 3000

Date: 30/11/2023.....

Jake Heinrich ,Chief Executive Officer

Explanation of authority to sign the Agreement: Authorised by corporate delegation

Signed for and on behalf of the **Employees** by

FULL NAME: Linda Kennedy

ADDRESS: [redacted]

Date: 30/11/2023

Explanation of Authority to sign the Agreement: A bargaining representative of employees covered by the Agreement

IN THE FAIR WORK COMMISSION
AT MELBOURNE

Fair Work Act 2009
s.185 – Application for approval of a single enterprise agreement

Matter No: AG2023/4697

Matter: Application for approval of the RMIT Training Pty Ltd and National Tertiary Education Union Enterprise Agreement 2023

Applicant: RMIT Training Pty Ltd

Undertaking – Section 190

I, Kathy Prince, Associate Director People & Culture, have the authority given to me by RMIT Training Pty Ltd to give the following undertakings with respect to the *RMIT Training Pty Ltd and National Tertiary Education Union Enterprise Agreement 2023* (**Agreement**):

1. This Agreement will be read and interpreted in conjunction with the National Employment Standards (**NES**). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.

2. Schedule 3 (Language Testing and Customer Service Remuneration) will be amended as follows:

S3.1 *The following Language Testing and Customer Service roles will receive a casual hourly rate of pay, inclusive of all penalties and loadings as follows:*

Role	1 July 2023					1 July 2024					1 July 2025				
	Weekday	Saturday (7.00am-12.30pm)	Overtime (<2 hrs)	Overtime (>2 hrs)	Public Holiday Overtime	Weekday	Saturday (7.00am-12.30pm)	Overtime (<2 hrs)	Overtime (>2 hrs)	Public Holiday Overtime	Weekday	Saturday (7.00am-12.30pm)	Overtime (<2 hrs)	Overtime (>2 hrs)	Public Holiday Overtime
Meeting	$ 38.50	$ 44.00	$ 51.33	$ 65.99	$ 80.66	$ 39.85	$ 45.54	$ 53.13	$ 68.30	$ 83.48	$ 41.24	$ 47.13	$ 54.99	$ 70.69	$ 86.40
Invigilator	$ 43.40	$ 44.00	$ 51.33	$ 65.99	$ 80.66	$ 44.92	$ 45.54	$ 53.13	$ 68.30	$ 83.48	$ 46.49	$ 47.13	$ 54.99	$ 70.69	$ 86.40
Test Operations Assistant	$ 43.40	$ 44.00	$ 51.33	$ 65.99	$ 80.66	$ 44.92	$ 45.54	$ 53.13	$ 68.30	$ 83.48	$ 46.49	$ 47.13	$ 54.99	$ 70.69	$ 86.40
Test Day Batcher	$ 46.52	$ 46.52	$ 51.33	$ 65.99	$ 80.66	$ 48.15	$ 48.15	$ 53.13	$ 68.30	$ 83.48	$ 49.84	$ 49.83	$ 54.99	$ 70.69	$ 86.40
IELTS Preparation	$ 46.52	$ 46.52	$ 51.33	$ 65.99	$ 80.66	$ 48.15	$ 48.15	$ 53.13	$ 68.30	$ 83.48	$ 49.84	$ 49.83	$ 54.99	$ 70.69	$ 86.40
Test Day Assistant	$ 49.77	$ 49.77	$ 51.33	$ 65.99	$ 80.66	$ 51.51	$ 51.51	$ 53.13	$ 68.30	$ 83.48	$ 53.31	$ 53.31	$ 54.99	$ 70.69	$ 86.40
Test Day Supervisor	$ 60.95	$ 60.95	$ 60.95	$ 78.81	$ 96.32	$ 63.08	$ 63.08	$ 63.08	$ 81.57	$ 99.70	$ 65.29	$ 65.29	$ 65.29	$ 84.42	$ 103.18
Examiner	$ 80.80	$ 80.80	$ 80.80	$ 80.80	$ 96.32	$ 83.63	$ 83.63	$ 83.63	$ 83.63	$ 99.70	$ 86.56	$ 86.55	$ 86.55	$ 86.55	$ 103.18
Monitoring	$107.74	$107.74	$ 107.74	$ 107.74	$ 107.74	$111.51	$111.51	$ 111.51	$ 111.51	$ 111.51	$115.41	$115.41	$ 115.41	$ 115.41	$ 115.41
Examiner Trainer	$121.21	$121.21	$ 121.21	$ 121.21	$ 121.21	$125.45	$125.45	$ 125.45	$ 125.45	$ 125.45	$129.84	$129.84	$ 129.84	$ 129.84	$ 129.84

Language Testing and Customer Service roles will receive overtime rates for work performed outside 7:00am and 7:00pm Monday to Friday, outside 7.00am and 12.30pm on Saturday and all work performed on Sundays and Public Holidays.

S3.2 *The duties and qualification requirements of the Language Testing and Customer Service roles are those required by IELTS or PTE systems.*

3. Clause 24.7(a) (Overtime rates of pay) will be amended as follows:

RMIT Classification: Trusted

(a) **Monday to Friday** - overtime will be calculated at time and a half the normal hourly rate, except for Corporate Services classifications A2 and B1 where overtime will be calculated at time and a half the normal hourly rate for the first four (4) hours, and double time thereafter.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature 

Date 15 December 2023