DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Royal Melbourne Institute of Technology T/A RMIT University
(AG2024/4603)

RMIT UNIVERSITY VOCATIONAL EDUCATION ENTERPRISE AGREEMENT 2024

Educational services

COMMISSIONER YILMAZ MELBOURNE, 8 JANUARY 2025

Application for approval of the RMIT University Vocational Education Enterprise Agreement 2024

[1] An application has been made for approval of an enterprise agreement known as the *RMIT University Vocational Education Enterprise Agreement 2024* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Royal Melbourne Institute of Technology T/A RMIT University. The Agreement is a single enterprise agreement.

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

[3] I note that the title of the Agreement provided in the Notice of Employee Representational Rights (NERR) was given as 'RMIT University Vocational Education Enterprise Agreement 2023'. However, I am satisfied that this constitutes a minor procedural or technical error, that the employees were not likely to have been disadvantaged by the error, and the error may be disregarded pursuant to s.188(5) of the Act.

[4] Pursuant to s.205A(2) of the Act, the workplace delegates' rights term prescribed clause 28A or the *Educational Services (Post-Secondary Education) Award 2020* (the Award) is taken to be a term of the Agreement, except for the more generous training provisions in clauses 30.13 and 30.16 of the Agreement. A copy of the Award workplace delegates rights term is attached at Annexure A.

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

[6] The Agreement is approved and in accordance with s.54, will operate from 15 January 2025. The nominal expiry date of the Agreement is 31 January 2027.



COMMISSIONER

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Annexure A

28A. Workplace delegates' rights

[28A inserted by PR774789 from 01Jul24]

28A.1 Clause 28A provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

NOTE: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 28A.

28A.2 In clause 28A:

(a) **employer** means the employer of the workplace delegate;

(b) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and

(c) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

28A.3 Before exercising entitlements under clause 28A, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

28A.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

28A.5 Right of representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

(a) consultation about major workplace change;

(b) consultation about changes to rosters or hours of work;

(c) resolution of disputes;

(d) disciplinary processes;

(e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and

(f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

28A.6 Entitlement to reasonable communication

(a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 28A.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.

(b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

28A.7 Entitlement to reasonable access to the workplace and workplace facilities

(a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:

(i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;

(ii) a physical or electronic noticeboard;

(iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;

(iv) a lockable filing cabinet or other secure document storage area; and

(v) office facilities and equipment including printers, scanners and photocopiers.

(b) The employer is not required to provide access to or use of a workplace facility under clause 28A.7(a) if:

(i) the workplace does not have the facility;

(ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or

(iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

28A.8 Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

(a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.

(b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:

(i) full-time or part-time employees; or

(ii) regular casual employees.

(c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.

(d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.

(e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.

(f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.

(g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

28A.9 Exercise of entitlements under clause 28A

(a) A workplace delegate's entitlements under clause 28A are subject to the conditions that the workplace delegate must, when exercising those entitlements:

(i) comply with their duties and obligations as an employee;

(ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;

(iii) not hinder, obstruct or prevent the normal performance of work; and

(iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.

(b) Clause 28A does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.

(c) Clause 28A does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the Act, the employer must not:

(a) unreasonably fail or refuse to deal with a workplace delegate; or

(b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or

(c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 28A.

Note – in accordance with s.205A of the *Fair Work Act 2009* (Cth) the most favourable term of the delegates' rights terms in the relevant modern awards, as determined by the Fair Work Commission, is taken to be a term of the agreement.

RMIT UNIVERSITY VOCATIONAL EDUCATION ENTERPRISE AGREEMENT 2024

This Agreement was written on the land of the Wurundjeri people of the Kulin Nation and includes the voices and contributions of First Nations educators from Nations across Australia. We acknowledge and pay our respects to all Aboriginal and Torres Strait Islander peoples and Traditional Custodians throughout Victoria, including Elders past, present, and emerging First Nations leaders.

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DICTIONARY

In this Agreement, unless a contrary intention appears:

Aboriginal and Torres Strait Islander means any person who is of Aboriginal and/or Torres Strait Islander descent, who identifies as an Aboriginal or Torres Strait Islander person and is accepted as such by their Aboriginal or Torres Strait Islander community.

Agreement means this RMIT University Vocational Education Enterprise Agreement 2024.

Annual Teaching Period has the meaning in clause 46.1.

Casual Employee has the meaning given by the FW Act as amended from time to time.

Continuing Employment means all full-time or part-time employment other than employment on a Fixed-term or Casual basis. Continuing Employee has a corresponding meaning.

Continuous Service has the meaning given by the FW Act.

Disciplinary Action has the meaning in clause 57.1.

Employee means a person employed under this Agreement.

Employer or **RMIT** or **University** means RMIT University.

Fixed-term Employment means employment for a specified term or ascertainable period. Fixed-term Employee has a corresponding meaning.

Full-time Employee means an Employee (other than a Casual Employee) employed for 38 ordinary hours per week.

FW Act means the *Fair Work Act 2009* (Cth) as amended from time to time or its successor.

FWC means the Fair Work Commission or its successor.

NES means the National Employment Standards in the FW Act.

Ordinary Hourly Rate means, in respect of an Employee's ordinary hours of work for the relevant period:

$$\frac{\text{annual salary}}{365.25} \times \frac{7}{38}$$

Parties means the persons to whom the Agreement applies.

Part-time Employee means an Employee (other than a Casual Employee) employed for less than 38 ordinary hours per week.

Relevant Delegated Authority means an individual, or position, identified by the University as having the authority to make decisions or determinations in specified circumstances.

Relevant Senior Officer means the relevant Vice-President, or member of the Vice-Chancellor's Executive, or their delegate.

Representative means a person who represents and advocates on behalf of an Employee, or the University, in a process under this Agreement. A Representative cannot be a practising solicitor or barrister unless that person is also an RMIT employee or an employee of an industrial association.

Service Duty Hours has the meaning in clause 45.2(c).

Superannuation Guarantee Legislation means the *Superannuation Guarantee (Administration) Act 1992* (Cth) including regulations and subordinate legislation, as modified or replaced from time to time.

TAFE means Technical and Further Education.

Teaching Period is the period defined as such by the relevant program, but shall not exceed 21 weeks.

Union(s) means the union(s) covered by this Agreement.

VECG means the Vocational Education Consultative Group.

Vocational Education Employees means the Teachers and Senior Educators described in the classifications listed in **SCHEDULE 1 - SALARIES** to this Agreement.

Work Hours has the meaning in clause 45.1.

CHAPTER ONE

PART A - HOW THIS AGREEMENT OPERATES

1. AGREEMENT TITLE

1.1 This Agreement will be known as the RMIT University Vocational Education Enterprise Agreement 2024.

2. TAKING EFFECT

2.1 This Agreement will come into force seven days after approval by the FWC.

2.2 This Agreement will have a nominal expiry date of 31 January 2027

3. COVERAGE

3.1 This Agreement covers:

(a) the University;

(b) the National Tertiary Education Union, subject to the provisions of section 201(2) of the FW Act;

(c) the Australian Education Union, subject to the provisions of section 201(2) of the FW Act; and

(d) Vocational Education Employees.

3.2 For the avoidance of doubt, this Agreement does not cover employees who are:

(a) covered by the RMIT University Enterprise Agreement 2018 or its successor; or

(b) employed by RMIT Training Pty Ltd or RMIT Online Pty Ltd.

4. OPERATION

4.1 It is a term of this Agreement that there will be no further claims on matters covered by the Agreement before 31 January 2027

4.2 This Agreement operates to the exclusion of any previous industrial instruments which may otherwise apply to the Employees.

4.3 This Agreement is not intended to exclude any provision of the NES, except to the extent permitted by law. To the extent that a term of this Agreement is less beneficial than the NES, the NES provision will apply to the extent of the inconsistency.

4.4 A copy of the Agreement will be available on the University website including as a single document in downloadable and searchable format**.**

5. ANTI-DISCRIMINATION

5.1 It is the intention of RMIT to achieve the principal object in s.3(e) of the FW Act of respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family

responsibilities, pregnancy, religion, political opinion, national extraction or social origin, or on any other unlawful basis.

5.2 Accordingly, in fulfilling its obligations under the Disputes clause, RMIT must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

5.3 Nothing in this clause is taken to affect:

(a) any different treatment (or treatment having different effects) which is specifically exempted under Commonwealth anti-discrimination legislation;

(b) an Employee, RMIT or registered organisation pursuing matters of discrimination in any State or Federal jurisdiction, including by application to the Australian Human Rights Commission; or

(c) the exemption in s.351(2)(b) of the FW Act.

6. OCCUPATIONAL HEALTH AND SAFETY

6.1 RMIT is required to provide and maintain, so far as is practicable, a working environment that is safe and without risks to health and an Employee, while at work, must take reasonable care for the Employee's own health and safety and for the health and safety of anyone else who may be affected by the Employee's acts or omissions at the workplace.

6.2 RMIT acknowledges its obligations under occupational health and safety legislation, regulations, codes of practice and guidelines.

7. VARIATION

7.1 This Agreement can only be varied in accordance with the provisions of the FW Act.

8. INDUSTRIAL RELATIONS PRINCIPLES

8.1 The Parties commit themselves to the following industrial relations principles:

(a) cooperative and consultative relationships;

(b) mutual respect, trust and preparedness to consider alternative viewpoints;

(c) mutual problem solving focusing on long term gains for all parties;

(d) a progressive culture which aims to achieve high performance with effective workplace partnerships; and

(e) recognition of an appropriate role for workplace representatives.

9. DISPUTES

9.1 It is agreed that all Employees, the Unions and the University have an interest in the proper application of this Agreement and in the timely resolution of industrial disputes. Where any dispute

arises under, or as to, the operation or application of this Agreement, or in relation to the NES, the following procedure will apply.

Step 1

9.2 In the first instance one or more Employees and/or their Representative, who may be a Union, shall discuss the dispute with the relevant supervisor and/or an appropriate representative of the University and attempt to reach an agreed resolution. The RMIT Branch President of the NTEU or the AEU Representative may raise a dispute directly with the Relevant Delegated Authority.

Step 2

9.3 If not settled at this stage, then the matter may be discussed further between the Employee's Representative and a Representative of the University.

9.4 Should the dispute not be resolved by the processes referred to above or if either party fails to engage in the processes referred to above or if the matter is urgent in character, then the dispute may, at the election of either party, be referred to the FWC for resolution.

Step 3

9.5 The FWC may resolve the dispute through conciliation and/or arbitration. Subject to the right of any party to appeal a decision, the parties agree to be bound by and implement any order, decision or other form of settlement of the FWC.

Other matters

9.6 Where the above procedures are being followed, parties to the dispute will not take any action to exacerbate the dispute and work will continue normally. No party will be prejudiced as to final settlement by the continuance of work in accordance with this clause.

9.7 Any dispute pursuant to the Workload Planning provisions of this Agreement shall be dealt with in accordance with that clause.

9.8 Any dispute relating to a bona fide safety issue may be dealt with in accordance with relevant health and safety legislation without compliance with this clause.

9.9 Any dispute formally commenced and being dealt with under clause 9.3 or 9.4 of the RMIT Vocational Education Workplace Agreement 2019 (**2019 Agreement**), or lodged with the FWC but not concluded at the time at which this Agreement comes into operation, shall continue to be dealt with in accordance with the relevant provisions that applied under the 2019 Agreement, including the dispute settling procedure of that Agreement. For the purposes of this sub-clause the relevant provisions of the 2019 Agreement are deemed to be provisions of this Agreement.

PART B - ENGAGEMENT UNDER THIS AGREEMENT

10. TYPES OF EMPLOYMENT

10.1 Employees under this Agreement will be employed in one of the following types of employment:

(a) Continuing Employment on a full-time or part-time basis; or

(b) Fixed-term Employment on a full-time or part-time basis; or

(c) Casual Employment.

11. COMMITMENTS

11.1 The Parties recognise the preferred mode of employment as being Continuing Employment. However, the Parties also recognise that some Fixed-term or Casual Employment will continue to be necessary. Such employment will be in accordance with the terms of this Agreement and the FW Act. It is agreed that Fixed-term and Casual Employment will not be used to substitute for Continuing Employment.

11.2 The University will not use Casual Employment in circumstances which require significant numbers of hours per week for the conduct of long-term regular and systematic work.

12. CONTRACT OF EMPLOYMENT

12.1 On appointment, RMIT shall provide Employees with a letter of appointment which stipulates the type of employment and contains the following information:

(a) the date employment is to commence;

(b) the date employment is to cease (where applicable);

(c) the classification and rate of pay to be received by the Employee;

(d) for Employees other than Casual Employees, the hours of duty and time/s of attendance of the Employee including the time-fraction to be worked;

(e) usual work location;

(f) the duties and reporting relationships to apply upon appointment;

(g) the other main terms and conditions of employment applicable to the Employee;

(h) for Fixed-term Employees, the reasons for the fixed-term contract of employment; and

(i) for Casual Employees, the duties required, the estimated number of hours required, the rate of pay for each class of duty required and a statement that any additional duties required will be paid for.

12.2 An Employee may apply to RMIT for a temporary adjustment of their position time fraction. RMIT will not unreasonably refuse a request for a temporary adjustment of the time-fraction applying to the position for a specified period of time having regard to the Employee's reasons and RMIT's

operational requirements. Reversion to the prior time-fraction shall occur at the conclusion of the temporary adjustment unless otherwise agreed between the Employee and RMIT.

12.3 An Employee appointed specifically to replace an Employee on leave or other approved release shall perform the full range of duties, including that Employee's face-to-face teaching load, which would have been performed by the Employee being replaced.

13. FIXED-TERM EMPLOYMENT

13.1 RMIT will engage Employees on fixed-term contracts in circumstances where this is permitted by the FW Act. A summary of the most relevant circumstances where Fixed-term Employment is currently permitted by the FW Act is summarised in the table below:

(a)	Two-year engagement	RMIT may engage an Employee on a fixed term-basis for up to two years in total, either under a single contract or a maximum of two consecutive contracts.
(b)	High Income Threshold	RMIT may engage an employee on a fixed term contract if their earnings at the time of appointment are above the high-income threshold under the FW Act, calculated on a pro rata basis for part time employees.
(c)	Funded Employment	RMIT may engage an Employee on a fixed-term contract where the contract relates to a position for the performance of work that is funded in whole or in part by government funding or other funding arrangement permitted by the FW Act, the funding is payable for a period of more than two years, and there are no reasonable prospects that the funding will be renewed after the end of that period.
(d)	Specialised skills	RMIT may engage an employee on a fixed-term basis to perform only a distinct and identifiable task involving specialised skills.

13.2 The first six months of employment of an Employee employed on a fixed-term contract will be on probation unless the Employee has previously been employed by the University on a fixed- term contract in a substantially similar role. During the probation period, either party may terminate the employment by the provision of four weeks' notice. The University may make a payment in lieu of giving notice.

13.3 Where an Employee (the Replacement Employee) is employed to replace an Employee for the duration of that Employee's parental leave, the Replacement Employee's employment may be terminated prior to the date specified in the letter of appointment by the University providing the Replacement Employee with six weeks' notice or payment in lieu if:

(a) the Employee on parental leave returns to duty in accordance with **clause 29.6** of this Agreement;

(b) the pregnancy of the Employee on parental leave ends (other than by the birth of a living child) or the child dies and the Employee returns to work in accordance with section 77A of the FW Act; or

(c) the Employee on parental leave ceases to have responsibility for the care of the child and the Employee returns to work in accordance with section 78 of the FW Act.

13.4 Where an Employee is appointed for a period of less than the full year or on a specific project, the maximum teaching duty hours that can be delivered is:

Number of weeks of appointment x 21 hours per week.

14. PART-TIME EMPLOYMENT

14.1 Unless otherwise specified, the provisions of this Agreement apply on a pro-rata basis to Employees employed less than 38 hours per week.

14.2 RMIT will roster a part-time Employee for a minimum of two consecutive hours on any day they are required to work.

14.3 An Employee who is employed on a part-time basis will only perform work in addition to their contracted hours where this occurs by written agreement or in accordance with clause 49 of the Agreement.

15. NOTICE OF TERMINATION OF CONTINUING EMPLOYMENT

15.1 Other than in circumstances of redundancy, a Continuing Employee's employment may be terminated by either party giving five weeks' notice in writing or, in the case of RMIT, payment in lieu thereof.

16. CASUAL EMPLOYMENT

16.1 A Casual Employee may only be employed where the work to be performed is for a short period of time.

16.2 For the purposes of clause 16.1, 'a short period of time' means:

(a) Where the purpose of the Casual Employment is to replace an Employee on approved leave, for up to 30 days. A Casual Employee in this circumstance may be required to take the full allocation of teaching duties of the Employee being replaced; or

(b) The teaching duties to be performed do not exceed 8 hours per week or, by mutual consent, up to a maximum of 21 hours in any 1 week, to a maximum of 720 hours per year providing that the maximum of 21 hours per week may be exceeded by mutual agreement, subject to no Employee exceeding 40 hours in a two week roster period.

16.3 A Casual Employee shall be paid the appropriate rate as set out in SCHEDULE 1 - SALARIES, depending on whether they are performing:

(a) teaching and teaching-related duties; or

(b) service duties.

16.4 The rates set out in SCHEDULE 1 - SALARIES include a casual loading of 25% in lieu of benefits under this Agreement to which Casual Employees are not entitled.

16.5 The minimum engagement will be two hours.

16.6 The Teaching Duty Hour rate for a Casual Employee is inclusive of 0.75 hours of Teaching Related Duties. Teaching Related Duties include but are not limited to:

(a) preparation of teaching activities;
(b) assessment or marking occurring outside teaching delivery;
(c) administration of relevant student records;
(d) consultation with students;
(e) attendance at meetings specifically for the purpose of assisting the Casual Employee to prepare for their teaching activity;
(f) preparation that the Casual Employee would have otherwise had to undertake for the purpose of teaching.

that is directly related to their allocated Teaching Duty Hours.

For the avoidance of doubt, these Teaching Related Duties do not count towards the 720 hour maximum referred to in sub-clause 16.2(b) above

16.7 Any Teaching Related Duties required in excess of 0.75 hours for a Teaching Duty Hour (as agreed to by the Employee's manager or supervisor) or unrelated to any Teaching Duty Hours shall be paid at the Additional Teaching Related Duties rate. Such hours will not be included in 720 hour maximum referred to in sub-clause 16.2(b) above.

16.8 Where RMIT considers it desirable for a Casual Employee to attend meetings or to attend professional development sessions, these hours shall not be included in the 720 hour maximum referred to in sub-clause 16.2(b) above provided the Employee is paid at the Service Duties rate prescribed by this Agreement.

16.9 **The leave entitlements for Casual Employees are set out in** PART D - LEAVE of this Agreement.

16.10 RMIT must not fail to re-engage a Casual Employee because the Employee accessed the entitlements provided for in this clause 16. The rights of RMIT to engage or not engage a Casual Employee are otherwise not affected.

CONVERSION FROM CASUAL TO NON-CASUAL EMPLOYMENT

16.11 An Employee must not be engaged and re-engaged nor have their hours reduced in order to avoid any obligation under this clause. Offers and requests for conversion to Continuing Employment for Casual Employees will be in accordance with the FW Act.

16.12 The VECG will monitor casual conversion at RMIT. To facilitate this monitoring, RMIT shall provide to the VECG relevant data no less frequently than every 12 months.

PART C - EMPLOYEE BENEFITS

17. RATES OF PAY

17.1 Employees shall be paid no less than the rate appropriate to their classification as specified in SCHEDULE 1 - SALARIES.

17.2 The commencing salary of an Employee shall be determined by RMIT in accordance with SCHEDULE 4 - QUALIFICATION REQUIREMENTS AND COMMENCING SALARY.

Pay increases

17.3 Employees will receive the following pay increases:

(a) for Continuing and Fixed-term Employees, 1% salary increase to be paid on the first full pay period commencing on or after 1 November 2024;

(b) 3% salary increase to be paid on the first full pay period commencing on or after 1 November 2025; and

(c) 3% salary increase to be paid on the first full pay period commencing on or after 1 November 2026.

17.4 For the avoidance of doubt:

(a) Casual Employees are not entitled to back pay; and

(b) only Employees (other than Casual Employees) who are employed at the date this Agreement commences operation pursuant to s 54(1) of the FW Act are eligible for any back pay associated with the pay increase specified in clause 17.3(a).

18. SALARY PACKAGING

18.1 In accordance with Government policy, taxation legislation and RMIT policy, Employees may elect to salary package employment benefits including superannuation in lieu of salary provided that their salary as specified in SCHEDULE 1 - SALARIES shall be used for calculating all benefits or entitlements upon cessation of employment. While the provisions of this clause are available to all Continuing and Fixed-term Employees, Casual Employees may only salary sacrifice superannuation contributions.

18.2 Participation in salary packaging is voluntary. Employees should seek independent advice as to whether any salary packaging arrangement is suitable for them. An Employee may withdraw from a salary packaging arrangement at any time by the provision of one month's notice to the University.

18.3 If legislative or other changes result in increased cost of salary packaging to the University, the University may elect to terminate a salary packaging agreement with an Employee, unless the Employee elects to pay the additional cost (or increases the amount of salary sacrificed).

18.4 The University will not be responsible for any loss or disadvantage suffered by the Employee arising from:

(a) the cessation of any benefits;

(b) any variation to the terms and conditions on which salary and benefits are provided, subject to the provisions of this clause;

(c) the termination of an individual salary package by the Employee in accordance with this clause; or

(d) the University arranging for a third party to provide benefits to or for the benefit of the employee or an associate of the Employee, unless such loss:

(i) directly arises from the terms and conditions of the agreement between the University and the third party; and

(ii) could have reasonably been foreseen and prevented by the University; and was beyond the control of the Employee.

18.5 If a salary packaging agreement is discontinued, or if the Employee's services with the University terminate, the University will be entitled to recover any payment of salary and benefits granted in advance, including by making deductions from an Employee's salary or other monies payable upon the Employee's termination.

19. SUPERANNUATION

19.1 Subject to clauses 19.2, 19.3 and 19.4 , RMIT will make employer superannuation contribution payments to a complying superannuation fund for all Employees (other than Casual Employees) regardless of age at the rate of 17% of ordinary time earnings **(**as defined in Superannuation Guarantee Legislation) on the first full pay period commencing on or after 1 November 2024.

19.2 For the avoidance of doubt, only Employees who are employed at the date this Agreement commences operation pursuant to s 54(1) of the FW Act are eligible for retrospective superannuation contributions arising from the increased superannuation contribution rate specified in clause 19.1.

19.3 Where an Employee (other than a Casual Employee) is a member of a public sector defined benefits superannuation fund, the existing superannuation arrangements shall continue to apply. Should that Employee cease to be eligible to be a member of that defined benefits scheme or, on account of age, exempt from the scheme's arrangements, RMIT shall apply the arrangements specified in clause 19.1 above to the Employee.

19.4 **+**Employees (other than Casual Employees and members of a defined benefits superannuation fund) may request the University to reduce their employer superannuation contribution to the minimum employer contribution rate specified in Superannuation Guarantee Legislation, provided that the combined amount of the Employee's salary and other payments and employer superannuation contributions is not thereby diminished. An Employee may change their election in this regard a maximum of twice during each year of service. An Employee who was receiving an Opt Out Payment in accordance with the 2019 Agreement immediately prior to the commencement of this Agreement will be deemed to have elected to reduce their employer superannuation contribution to the minimum employer contribution rate specified in Superannuation Guarantee Legislation in accordance with this clause 19.4 until such time as they exercise their right to receive employer superannuation contributions at the rate of 17% of ordinary time earnings. No later than six months after the commencement of this Agreement, Employees will be notified of their right to change their election in this regard.

19.5 For Casual Employees, RMIT will make superannuation contributions in accordance with the minimum contribution required by Superannuation Guarantee Legislation.

19.6 Employer contributions are to be made when Employees are on paid leave or on workers' compensation and in receipt of accident make-up pay

20. ACCIDENT MAKE-UP PAY

20.1 The University will pay an Employee (other than a Casual Employee) accident make-up pay where the Employee receives an injury for which weekly payments of workers' compensation are payable by or on behalf of the University pursuant to the provisions of the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic) (**WIRC Act**).

20.2 "Accident make-up pay" means a payment of an amount being the difference between the weekly amount of compensation paid to the Employee pursuant to the WIRC Act and the Employee's base rate of pay or, where the incapacity is for a lesser period than one week, the difference between the amount of such compensation and the rate of pay for that period.

20.3 The University will pay or cause to be paid accident make-up pay during the incapacity of the Employee within the meaning of the WIRC Act. Such payment will not be paid:

(a) in excess of a continuous period of 52 weeks of total or partial incapacity; or

(b) in excess of an aggregate period of 52 weeks of total or partial incapacity for an injury or injuries.

20.4 The liability of the University to pay accident make-up pay in accordance with this clause will arise as at the date of the injury in respect of which workers' compensation is payable.

20.5 The University will not terminate the employment of any Employee who is in receipt of accident make-up pay in accordance with this clause except where such termination is due to Serious Misconduct on the part of the Employee.

20.6 In the event that an Employee receives a lump sum in redemption of weekly compensation payments under the WIRC Act, the liability of the University to pay make-up pay in relation to that injury will cease from the date of such redemption.

20.7 The Employee will repay any payments made in settlement of a claim for civil damages in connection with the injury to the extent that the judgment or settlement specifically compensates the injured employee for make-up payments made under this clause**.** If the repayment is to occur by deduction from a future payment by the University relating to the Employee's employment, the Employee will authorise the University in writing to make that deduction.

20.8 Where an Employee is off duty as a result of an injury for which the University is liable for make-up pay under this clause, the Employee will be entitled to return to duty on alternate 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.

20.9 An Employee who is partially incapacitated and who cannot obtain suitable employment with the University but who has obtained suitable employment with another employer will continue to be paid make-up pay by the University on the basis prescribed in clause 20.2 and 20.3 provided that the Employee furnishes to the University evidence to the satisfaction of the University of the rate of actual earnings the Employee is receiving from the other employer.

20.10 An Employee who is a claimant for workers' compensation pursuant to this clause, may upon application be granted personal leave to cover such absence in accordance with clause 26. Provided that no Employee will be concurrently entitled to the payment of sick leave and make-up pay as prescribed in clauses 20.1 and 20.2.

20.11 If an Employee is granted personal leave as provided by this sub clause and subsequently has a workers' compensation claim accepted for the same period or part thereof pursuant to clause 20.1 on account of the same injury, the University will re-credit the sick leave taken pursuant to this sub clause.

20.12 For an injury incurred prior to the proclamation of the WIRC Act, reference to that Act will be deemed to be references to the Victorian *Accident Compensation Act 1985* or the *Workers Compensation Act, 1958*, as is relevant.

21. JOURNEY PERSONAL ACCIDENT INSURANCE

21.1 The University will provide journey personal accident insurance to cover Employees for personal injuries solely and directly sustained while engaged in a direct journey between the bounds of their normal residence and place of employment for the purposes of starting or ending their day's work.

21.2 The University is not responsible for any costs associated with journeys to and from work other than the payment of the appropriate premiums.

22. INDIVIDUAL FLEXIBILITY ARRANGEMENT

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

22.2 An Employee and RMIT may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement **to** provide for the Employee's ordinary hours of work, Monday to Friday, to fall outside the span of hours in clause 47 provided that:

(a) the flexibility arrangement specifies alternative ordinary hours of work for that Employee;

(b) any reference to "ordinary hours" in **clauses 48 and 49** will be taken to be a reference to "ordinary hours" specified in the flexibility arrangement; and

(c) **clauses 48 and 49** apply to the Employee's ordinary hours as redefined.

22.3 RMIT must ensure that:

(a) the arrangement meets the genuine needs of RMIT and the Employee in relation to the matter mentioned in **clause 22.2**;

(b) the arrangement is genuinely agreed to by RMIT and the Employee;

(c) agreement to a flexibility arrangement may not be a precondition for employment, reclassification or promotion;

(d) the Employee is advised that they are entitled to have a Representative negotiate a flexibility arrangement on their behalf, providing that there is no requirement for the consent of a third party to the arrangement other than as specified in section 203(7)(a)(ii) of the FW Act;

(e) the Employee and their Representative, if any, must have at least three working days to consider the proposal; and

(f) the Employee is provided with a copy of the written agreement and a copy of that agreement is retained as a time and wages record.

22.4 RMIT must ensure that the terms of the individual flexibility arrangement:

(a) are about permitted matters under section 172 of the FW Act; and

(b) are not unlawful terms under section 194 of the FW Act; and

(c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

22.5 RMIT must ensure that the individual flexibility arrangement:

(a) is provided in writing to the Employee within 14 days after it is agreed; and

(b) includes the name of RMIT and of the Employee; and

(c) is signed by RMIT and the Employee (and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee); and

(d) includes details of:

(i) the terms of this Agreement that will be varied by the arrangement; and

(ii) how the arrangement will vary the effect of the terms; and

(iii) how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

(e) states the day on which the arrangement commences.

22.6 RMIT or the Employee may terminate the arrangement:

(a) by giving not less than 28 days' written notice of termination to the other party. The arrangement will then cease to operate at the end of the notice period; or

(b) at any time, by written agreement between RMIT and the individual Employee.

22.7 RMIT will report annually to the VECG on the number and type of flexibility arrangements that are made in accordance with this clause, together with the classification level and gender of the applicants.

23. FLEXIBLE WORKING ARRANGEMENTS

23.1 This clause applies where an Employee makes a request for a change in working arrangements under s.65 of the FW Act.

23.2 When an Employee makes a request under clause 23.1, RMIT will respond to the request within 21 days of receiving it.

23.3 Before responding to such a request in accordance with the FW Act, RMIT will discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regard to:

(a) the needs of the Employee arising from their circumstances;

(b) the consequences for the Employee if changes in working arrangements are not made; and

(c) any reasonable business grounds for refusing the request.

23.4 If no agreement is reached on a change in working arrangements, RMIT's written response under s.65(1) of the FW Act will include:

(a) details of the reason for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply;

(b) a statement of whether or not there are any changes in working arrangements that RMIT can offer the Employee so as to better accommodate the Employee's circumstances and if so, what those changes are; and

(c) a reference to the effect of the flexible work arrangement dispute resolution provisions of the FW Act.

23.5 If agreement is reached on a change in working arrangements different from that initially requested by the Employee, RMIT will provide a written response to the Employee's request setting out the agreed changes in working arrangements including the start and end dates and the review date (which must be no later than one year after the start date).

23.6 Disputes about a flexible work request will be dealt with in accordance with clause 9 of this Agreement.

24. FAMILY AND DOMESTIC VIOLENCE SUPPORT

24.1 In this clause, **family and domestic violence** has the meaning in the FW Act.

24.2 This clause applies to all Employees, including Casual Employees.

24.3 RMIT recognises that Employees sometimes face situations of family and domestic violence in their personal life that may affect their attendance or performance at work and is committed to providing support to staff that experience family and domestic violence.

24.4 Employees are entitled to 20 days of paid family and domestic violence leave in each 12-month period from the start of their employment. Family and domestic violence leave does not accrue from year to year but if the leave is exhausted consideration will be given to providing additional leave. This includes, and is not in addition to, the Employee's entitlement to paid family and domestic violence leave under the NES.

24.5 Family and domestic violence leave can be taken if the Employee:

(a) is experiencing family and domestic violence; and

(b) needs to actively deal with the impact of the family and domestic violence; and

(c) it is impractical for the employee to do so outside of the Employee's ordinary hours of work.

24.6 RMIT will also refer the Employee to the Employee Assistance Program and consider any request made by the Employee for:

(a) other paid or unpaid leave;

(b) changes to the Employee's span of hours or pattern of hours and/or shift patterns;

(c) job redesign or changes to duties;

(d) relocation to suitable employment within RMIT;

(e) a change of telephone number or email address as appropriate; or

(f) any other appropriate measure including those available under existing family friendly and flexible work arrangements.

24.7 Employees must provide evidence that the family and domestic violence leave is taken for the purpose specified. This may include an agreed document issued by the Police, a Court, a doctor, a District Nurse, a Maternal and Health Care Nurse, a Family Violence Support Service or lawyer. This information will be treated similarly to sensitive medical information and confidentiality maintained accordingly.

PART D - LEAVE

25. ANNUAL LEAVE

Entitlement to annual leave

25.1 An Employee, other than a Casual Employee, will be entitled to 20 days' annual leave for each year of service, calculated pro-rata, which accrues progressively according to the Employee's ordinary hours of work.

25.2 No deduction will be made from annual leave credits for any holiday as prescribed in clause 31 that falls within a period of annual leave.

25.3 Annual leave accrued but not taken will be paid to an Employee upon the termination of employment or to the Employee's legal representative in the event of death.

25.4 Annual leave granted in advance before accrual will, where the Employee leaves the University's service, be deducted from termination payments or otherwise repaid by the Employee.

25.5 Annual leave is to be taken at a mutually agreed time having regard to operational requirements and the Employee's wishes, provided that the Employee will be entitled to take the leave as a single continuous period. Requests for annual leave will not be unreasonably refused.

25.6 It is expected that 20 days' leave will be taken during the year in which it is accrued.

25.7 The University will notify an Employee if their accrued leave balance exceeds 25 days. Within 20 working days of receiving this notification, the Employee will submit a leave plan to their line manager that reduces and maintains the balance to 20 or fewer days. The plan will not be unreasonably refused by their line manager. Where agreement is not reached or the Employee fails to submit the plan by the due date, the University will direct the Employee to take any leave over 20 days on dates nominated by the University and the leave balance will be adjusted accordingly.

25.8 The University may direct Fixed-term Employees to take their full annual leave entitlement during the term of the contract.

Annual leave loading

25.9 An annual leave loading of 17.5% of four weeks' salary calculated at the Ordinary Hourly Rate will be paid to full-time Employees.

25.10 Employees who are employed on a part-time basis and/or for less than a full calendar year are entitled to pro-rata application of this clause.

25.11 The annual leave loading shall be paid in the first pay day in December of each year, or such other date as may be agreed by the VECG, in respect of the year 1 December to 30 November.

25.12 Upon termination of employment with RMIT, an Employee will be paid the annual leave loading on a pro-rata basis.

Cashing out of annual leave

25.13 Notwithstanding clauses 25.6 and 25.7, where an Employee has more than 40 days of accrued annual leave, the University and the Employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the Employee provided that:

(a) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under this clause;

(b) An agreement must not result in the Employee's remaining accrued entitlement to paid annual leave being less than 25 days; and

(c) The Employee must submit, and have approved, a leave plan that makes provision for the utilisation of at least 10 days of the remaining annual leave balance.

25.14 Leave cannot be cashed out on more than one occasion in any 12 month period.

25.15 The Employee will be paid the full amount that would have been payable had the Employee taken the leave.

Purchased leave

25.16 With the University's agreement, Continuing and Fixed-term Employees may elect to purchase leave of between one and six whole weeks in any calendar year.

25.17 Purchased leave must be taken within the calendar year, in addition to standard annual leave entitlements. Purchased leave must be included in an Employee's Workload Management Plan. The University will normally only agree to purchased leave where it and the standard annual leave are taken outside of the Annual Teaching Period.

25.18 Purchased leave arrangements are subject to annual review and approval by the University.

25.19 Where leave is purchased, the Employee will be paid for the reduced number of weeks over the 52 weeks of the year and all paid leave during that year will accrue at the rate equivalent to the arrangement (e.g. 48/52 of the employee's previous salary).

25.20 Where an Employee is being paid under these provisions and their employment terminates, the University will either provide additional payment to the Employee or recoup payment, so that the Employee is paid for duties actually carried out up to the date of termination of employment.

25.21 The University will refer an Employee to their superannuation fund for advice on any implications of the arrangement prior to the Employee entering into a purchased leave arrangement.

26. PERSONAL / CARER'S LEAVE

26.1 An Employee, other than a Casual Employee, is entitled to 15 days' paid leave for each year of service, calculated pro rata, when they are not fit for work because of personal illness or injury for each year of service, credited 12 months in advance. Unused personal leave will accumulate from year to year.

26.2 Where practicable, an Employee taking personal leave will notify RMIT within three hours of commencing leave and give an estimate of the duration of leave.

26.3 Proof of illness or injury, or fitness to return to duty following an illness or injury, will be provided by an Employee when requested by the University.

26.4 Where the University has requested proof of illness or injury and the Employee has failed to provide that proof within 10 working days of the request, the Employee will be deemed, for payroll purposes, to have been on unpaid personal leave from the commencement of that leave. In the event that proof of illness, sickness or injury is provided at a later time, the Employee's unpaid leave will be converted

to paid leave in accordance with the University's leave policies and provisions. At the Employee's request, the leave will be deducted from annual leave credits.

26.5 No deduction from personal leave credits will occur for public holidays during a period of personal leave.

26.6 An Employee who becomes ill or injured during a period of annual leave or ill or injured for a total of three or more days during a period of long service leave may apply for personal leave for those days and have the corresponding number of days of annual/long service leave re-credited provided that they provide satisfactory proof of the illness or injury.

Providing care or support to a member of the employee's immediate family or household

26.7 An Employee, other than a Casual Employee, is entitled to use any of their entitlement to paid personal leave for the purposes of caring for or supporting a member of the Employee's immediate family or household, or a person for whom an Aboriginal and Torres Strait Islander Employee has an equivalent Aboriginal and Torres Strait Islander kinship relationship, who requires support because of:

(a) a personal illness, or personal injury, affecting the member; or

(b) an unexpected emergency affecting the member.

26.8 In such cases proof of the requirement for support must be supplied when requested.

26.9 Where there is no entitlement to paid leave, Employees (including Casual Employees) are entitled to up to 2 days' unpaid leave per occasion to care for a member of their family or household, or a person for whom an Aboriginal and Torres Strait Islander Employee has an equivalent Aboriginal and Torres Strait Islander kinship relationship, in cases of their illness or injury or unexpected emergencies.

Recognition of accrued personal/carer's leave from prior employment

26.10 The University shall recognise an Employee's accrued and untaken personal/carer's leave up to a cap of 15 days from the Employee's immediate prior employment at any of the following authorities or institutions:

(a) another Victorian TAFE Institute or University; or

(b) a Victorian state primary school or state secondary college; or

(c) the Public Service of Victoria; or

(d) a public entity as defined by section 5 of the *Public Administration Act 2004* (Vic) or its successor;

(e) any other previous Employer as may be agreed between the Employee and RMIT at the time of the Employee's appointment.

26.11 Any claim for recognition of accrued personal leave must be made within six months of the date of appointment.

27. COMPASSIONATE LEAVE

27.1 Employees are entitled to three (3) days' compassionate leave on each occasion when:

(a) a member of the Employee's immediate family or a member of the Employee's household:

(i) contracts or develops a personal illness that poses a serious threat to his or her life;

(ii) sustains a personal injury that poses a serious threat to his/her life; or

(iii) dies; or

(b) where the Employee, or the Employee's current spouse or de facto partner, has a miscarriage or still birth.

27.2 If the occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take compassionate leave for that occasion (up to 3 days' leave) at any time while the illness or injury persists.

27.3 For the avoidance of doubt, any unused portion of compassionate leave will not accrue from year to year and will not be paid out on termination.

27.4 Such leave does not have to be taken consecutively.

27.5 RMIT will require the Employee to provide satisfactory evidence to support the taking of compassionate leave.

27.6 An Employee, other than a Casual Employee, will be granted compassionate leave in accordance with this clause without loss of pay.

27.7 For Casual Employees, compassionate leave is unpaid leave.

27.8 An Employee may take unpaid compassionate leave or be granted additional leave with or without pay by agreement with RMIT.

28. LONG SERVICE LEAVE

Basic Entitlement

28.1 An Employee is entitled to 13 weeks' long service leave with pay on completing ten years of continuous employment (as defined in section 12 of the *Long Service Leave Act 2018* (Vic)) with RMIT, and at the rate of 1.3 weeks for every additional year of service thereafter. Service with previous employers of the Employee shall be recognised for the purpose of determining the Employee's long service leave entitlements as provided for in clauses 28.9-28.12.

28.2 An Employee who is a part-time Employee is entitled to long service leave on a pro rata basis calculated on the number of ordinary hours worked over the period of continuous employment with RMIT and the previous employer (if applicable).

Meaning of continuous employment for Casual Employees

28.3 For the purposes of this clause, a reference to continuous employment in respect of a Casual Employee has the same meaning as in section 12 of the *Long Service Leave Act 2018* (Vic).

Pro-rata access

28.4 An Employee is entitled to access their long service leave entitlement, on a pro rata basis, after seven years of continuous employment with RMIT.

Payment of outstanding entitlement on termination

28.5 An Employee or, where applicable, his or her legal representative, shall be entitled to payment in lieu of long service leave accrued but not taken as at the date of termination of employment where:

(a) the employment of the Employee terminates after seven years' or more service; or

(b) after four years' service with RMIT the Employee:

(i) is retrenched;

(ii) retires on the grounds of age or ill health; or

(iii) dies.

Public Holidays During Leave

28.6 No deduction from long service leave credits will occur for any public holiday observed by RMIT during a period of long service leave.

Time of Taking Leave

28.7 Provided an Employee provides six months' written notice, a request for long service leave will not be unreasonably refused. Where less than six months' notice is provided, long service leave may be approved by agreement between the Employee and the Employee's manager.

28.8 For the avoidance of doubt, it is not unreasonable for a request for long service leave to be refused where the timing of the leave will result in the disruption of teaching by the Employee in more than one semester.

Recognised Service

28.9 Subject to clauses 28.10 and 28.12, for the purpose of determining an Employee's entitlement to long service leave, employment at any of the authorities or institutions specified in clause 26.10 shall count as service, provided that the Employee makes any claim for recognition of prior service within six months of the date of appointment.

28.10 RMIT shall, as soon as possible after the date of the Employee's appointment but no later than twelve months from that date, notify the Employee in writing as to the amount of prior service recognised for long service leave purposes.

28.11 In the case of any Employee employed by RMIT on or after 30 August 1994 the amount of service with previous employers recognised for long service leave purposes shall not exceed ten years.

28.12 For the purpose of determining an Employee's entitlement to long service leave, the following shall not count as service:

(a) Any period of service for which payment in lieu of long service leave has been made by a previous employer or for which an Employee has an entitlement to payment in lieu by a previous employer, provided that for the purpose of satisfying the time requirement in **clauses 28.1-28.2** such service shall be recognised;

(b) Any period of service with an authority or institution specified in **clause 26.10** which preceded a break of more than twelve months in the Employee's continuous employment.

Payment for Leave

28.13 An Employee granted long service leave shall be paid as follows:

(a) where the Employee's service has been constant on a full-time or part-time basis - leave shall be paid at the Employee's Ordinary Hourly Rate; and

(b) where the Employee's service has been other than constant – the leave shall be paid at the Employee's Ordinary Hourly Rate calculated by reference to the Employee's mean average fraction calculated over the total period of service

28.14 In all cases the Employee may elect to convert all or part of the period of long service leave entitlement to double the period, by taking leave on half pay.

29. PARENTAL LEAVE

Definitions

29.1 For the purposes of this clause:

a) '**parental leave**' is granted in relation to the birth of a child (including via a surrogate or through surrogacy), or the adoption or permanent placement of a child, of which the Employee is, or will be, the parent.

b) '**Primary Carer**' is the person who will assume the principal role for the care or attention of a child or children and where no other person in the household is present for reasons of parental (primary carer) leave or to provide care for a child. Only one person can be the child's primary carer at any one time.

c) '**partner**' includes a spouse or de facto partner.

d) '**adoption**' means placement of a child, aged under sixteen (16) as at the day of placement or expected day of placement, to the care of a person as part of the process for the adoption of the child by the person.

e) *'***Return to Work Period'** means the 12-month period directly following your return to work from Parental Leave.

Table 29.1: Paid Parental Leave Entitlement

Leave Type	Entitlement and Conditions
1.1 Paid Parental Leave	(a) A **Fixed-term** or **Continuing** Employee is entitled to Paid Parental Leave from the commencement of the Relevant Period if the leave is associated with: I. the pregnancy, birth or expected birth of the child by the Employee; or II. the Employee providing satisfactory evidence that they are the Primary Carer of a child during the period of leave. (b) The Relevant Period commences:

	I. in the case of a pregnant Employee, six weeks prior to the expected date of birth or such later date as agreed with the University, but no later than the date of birth of the child; or II. in any other case, on the date of birth of the child, or the day of placement or expected day of placement (i.e adoption) of the child (under 16 years of age) into the household. (c) The entitlement to Paid Parental Leave is provided according to the length of Continuous Service at the time of commencement of the Relevant Period, as follows: I. 3 or more years Continuous Service = 24 weeks Paid Parental Leave; II. At least 1 year but less than 3 years Continuous Service = Between 18 and 24 weeks Paid Parental Leave (calculated on a pro rata basis of 0.25 weeks per completed month of service in excess of 1 year); or III. Less than 1 year of Continuous Service = 18 weeks Paid Parental Leave. (d) Where an Employee's time fraction has varied in the three year period prior to the commencement of Paid Parental Leave (or the Employee's period of Continuous Service, if less), the Employee's Paid Parental Leave entitlement is calculated on the weighted average of the time fraction over that period. For the purposes of calculating Paid Parental Leave, an Employee's time fraction will be treated as not having been varied where the variation was due to pregnancy-related issues or during the Return to Work Period. (e) Where an Employee elects not to commence Paid Parental Leave at the commencement of the Relevant Period (i.e. at the point at which they become eligible), the Employee's entitlement to Paid Parental Leave will be reduced accordingly. (f) Paid Parental Leave must be taken in a single continuous period. (g) An Employee may take some or all of their Paid Parental Leave entitlement at half pay for twice the duration. (h) Where the Paid Parental Leave is taken at half pay, all leave and superannuation accruals during the period will also accrue pro-rata. (i) A Fixed-term Employee on Paid Parental Leave whose contract expires will not be eligible for further paid leave unless re-employed on Continuing Employment or further Fixed-term Employment. (j) The provision of Paid Parental Leave will not be grounds for termination of a contract or for a refusal of further employment. (k) Subject to the requirement that only one person can be a child's primary carer at any one time, if the Employee's partner is also employed by the University on a Continuing or Fixed term basis, Paid Parental Leave may be shared between the two Employees up to the total eligible entitlement. (l) The combined amount of Paid Parental Leave which may be taken by an employee couple cannot exceed 24 weeks of leave, unless an Employee is taking a portion of their leave at half pay in accordance with item 1.1(g) above. (m) The entitlement to Paid Parental Leave is subject to the submission of satisfactory evidence requested by the University.

1.2 Paid Partner Leave	a) A **Fixed-term or Continuing** Employee is entitled to 20 days of Paid Partner Leave, which may be taken at any time within 12 months following the date of birth or placement of the child, when they have or will have a responsibility for the care of a birth parent and/or child but is not the Primary Carer of the child. b) The entitlement to Paid Partner Leave is subject to the submission of satisfactory evidence requested by the University.
1.3 Special Paid Leave	Where the pregnancy of a **Fixed-term or Continuing** Employee terminates by miscarriage or results in still-birth within 20 weeks of the expected date of birth, the Employee who was due to give birth will be entitled to Special Paid Leave equivalent to the amount of Paid Parental Leave to which they would have otherwise been entitled.
1.4 Paid Foster Care Leave	a) A **Fixed term or Continuing** Employee is entitled to Paid Foster Care Leave, where the period of care is greater than 6 months, as follows: (i) six weeks paid leave where the child is under five (5) years of age; or (ii) three weeks paid leave where the child is over five (5) years of age but under 16 years of age. b) The entitlement to Paid Foster Care Leave is subject to the submission of satisfactory evidence requested by the University.

Table 29.2: Unpaid Parental Leave Entitlement

Leave Type	Entitlement and Conditions
2.1 Unpaid parental leave	a) **Fixed-term and Continuing** Employees are entitled to up to 52 weeks of parental leave in accordance with the FW Act (first period). The leave will be unpaid leave unless the Employee is entitled to a period of Paid Parental Leave in accordance with Table 29.1 or otherwise accesses any paid leave entitlements to which the Employee is entitled. An additional period of up to 52 weeks of unpaid parental leave immediately following the end of the first period may be requested by an Employee in accordance with the FW Act (second period). b) **Casual** Employees are entitled to up to 52 weeks of unpaid parental leave where the Employee: (i) has been employed by the University on a regular and systematic basis for at least 12 months; and (ii) would have had a reasonable expectation of continuing employment with the University on a regular and systematic basis if not for the birth or placement of the child.
2.2 Special Unpaid Maternity Leave	A pregnant Employee that meets the eligibility requirements for unpaid parental leave is entitled to a period of Special Unpaid Maternity Leave in accordance with the FW Act where the Employee is not fit for work because of: (a) a pregnancy-related illness; or (b) the pregnancy ends within 28 weeks of the expected date of birth of the child other than by the birth of a living child and the child is not stillborn.

<table>
<tr><td>2.3 Flexible Unpaid Parental Leave</td><td>An Employee may take up to 100 days of their unpaid parental leave entitlement flexibly as a single continuous period of one day or longer, or separate periods of one day or longer, and within 24 months of a child's birth or adoption. Flexible Unpaid Parental Leave must be taken in accordance with the NES.</td></tr>
<tr><td>2.4 Return to Work Bonus</td><td>a) The Return to Work Bonus for Fixed-term or Continuing Employees is designed as an incentive to encourage Employees to return to the workplace immediately following a period of unpaid parental leave.

b) An Employee who has been absent on unpaid parental leave for a period of:

i) not less than 24 weeks; and,

ii) not more than 104 weeks;

and that period includes Paid Parental Leave, is entitled to a Return-to-Work Bonus in connection with their return to work. No other leave types may form part of the 24 week eligibility period and Employees must have taken both unpaid parental leave and Paid Parental Leave to be eligible.

c) Where an Employee’s time fraction has varied in the three year period prior to the commencement of parental leave (or the Employee's period of Continuous Service, if less), the Return to Work Bonus is calculated on the weighted average of the time fraction over that period. For the purposes of calculating the Return to Work Bonus or a subsequent Return to Work Bonus, an Employee's time fraction will be treated as not having been varied where the variation was due to pregnancy-related issues or during a Return to Work Period.

d) An Employee is entitled to a Return to Work Bonus, during the Return to Work Period, calculated at one week of pay for each completed month of service in which the Employee worked, up to a maximum of 14 weeks' pay. The entitlement to the Return to Work Bonus is calculated according to the length of continuous service at the time of commencement of the Relevant Period as per the table below:

<table>
<tr><th>Length of continuous service at the commencement of the relevant period</th><th>Return to work bonus</th></tr>
<tr><td>3 or more years’ continuous service</td><td>14 weeks’ pay</td></tr>
<tr><td>At least 1 year but less than 3 years’ continuous service</td><td>13 weeks’ pay</td></tr>
<tr><td>Less than one year of continuous service</td><td>Up to 12 weeks’ pay, calculated at one week of pay for each completed month of service</td></tr>
</table>

e) Only one member of an employee couple will be entitled to a Return to Work Bonus, which is to be calculated based on their individual entitlement only up to a maximum of 14 weeks.

f) Where an Employee’s employment terminates or they commence a further period of parental or long term leave within the Return to Work Period, they will be required to repay to the University, prior to the termination or the commencement of leave, any amount of the Return to Work Bonus paid in advance of accrual prior</td></tr>
</table>

	to departure or commencement of leave. The University may recover the repayment from available statutory leave entitlements. If the repayment is to occur by way of a deduction from amounts otherwise owed by the University to the Employee, the Employee will authorise the University in writing to make that deduction. g) An Employee is only eligible to access the Return to Work Bonus after they have utilised their full entitlement to Government Parental Leave Pay.

Transfer to safe job and 'no safe job leave'

29.2 A pregnant Employee may be entitled to be transferred to safe job or to 'no safe job leave' in accordance with the FW Act where the Employee is fit for work, but it is inadvisable for the Employee to continue in the Employee's present position during a stated period because of illness, or risks arising out of the Employee's pregnancy, or hazards connected with that position.

Direction to take leave

29.3 The University may, subject to the FW Act, require a pregnant Employee to commence parental leave at any time within the 6 weeks prior to the expected date of birth of the child.

Taking parental leave (paid and unpaid)

29.4 An Employee must give eight weeks' written notice before commencing parental leave, and specify the intended period of leave to be taken.

29.5 An Employee may request to commence unpaid parental leave from 20 weeks prior to their expected due date up until 6 weeks prior to their expected due date or the arrival of the child into the household.

Changing the period of parental leave to be taken

29.6 Where approved by the University, an Employee may reduce the period of parental leave that the Employee has applied to take.

29.7 An Employee may extend the period of unpaid parental leave taken (second period) by up to 52 weeks by giving ten days' written notice and requesting further unpaid leave in accordance with **item 2.1 (a) of Table 29.2** above.

Returning to work

29.8 During parental leave, normal incremental advancement will continue.

29.9 On return to work from parental leave, an Employee will be entitled to the same substantive time fraction, classification and salary as applied at the commencement of the leave, with duties commensurate with the Employee's qualifications and experience and as similar as possible to those performed before taking leave.

29.10 An Employee who, because of pregnancy, worked a reduced time fraction immediately prior to taking leave, will be entitled to the same time fraction, substantive classification and salary with duties commensurate with the Employee's qualifications and experience and as similar as possible to those performed before commencing that reduced time fraction.

29.11 An Employee returning to work from a period of parental leave greater than 24 weeks will, together with their Manager or Supervisor, develop a return to work plan to facilitate re- entry to the workforce and align with their stated career goals and the requirements of the University. The Employee may, with University agreement, temporarily reduce their time fraction with an entitlement to revert to their substantive time fraction at an agreed date within five years following their return from parental leave. This entitlement is in addition to any other entitlements the Employee has under the FW Act to request flexible working arrangements.

30. OTHER LEAVE

COMMUNITY SERVICE LEAVE

Jury Service

30.1 An Employee required to attend for jury service under the *Juries Act 2000* (Vic) is entitled to leave at the Ordinary Hourly Rate for the period during which his or her attendance is required. The Employee must provide a certificate of attendance issued by the Juries Commissioner as evidence of attendance.

Leave to Engage in Voluntary Emergency Management Activities

30.2 An Employee who engages in a voluntary emergency management activity with a recognised emergency management body that requires the attendance of the Employee at a time when the Employee would otherwise be required to be at work is entitled to be absent from his or her employment, including for up to 38 hours' paid leave for:

(a) time when the Employee engages in the activity;

(b) reasonable travelling time associated with the activity; and

(c) reasonable rest time immediately following the activity,

where the Employee's absence is reasonable in all the circumstances.

30.3 The Employee must advise RMIT as soon as reasonably practicable if the Employee is required to attend a voluntary emergency management activity and must advise RMIT of the expected or likely duration of the Employee's attendance. The Employee must provide a certificate of attendance or other evidence of attendance as reasonably requested by RMIT.

30.4 Recognised emergency management bodies include but are not limited to, the Country Fire Authority, Red Cross, State Emergency Service and St John Ambulance.

30.5 The Employer may approve further leave with or without pay where the need is of such a magnitude as to warrant special consideration.

Defence Reserve Leave

30.6 Leave of absence without loss of pay may be granted for two weeks in any year to an Employee who is a member of the Defence Reserves (as defined in the *Defence Reserve Service (Protection) Act 2001* (Cth)) for the purpose of attending annual training and a further four days a year for the same purpose on the certification of the Commanding Officer of the particular Defence Reserve service unit concerned.

30.7 Applications for paid Defence Reserve leave shall be submitted for approval to RMIT and an Employee must provide satisfactory evidence of attendance at the annual training on resumption of duty.

SABBATICAL LEAVE

30.8 On application, RMIT may grant an Employee sabbatical leave of one year every five years on 80% salary subject to the Employee agreeing to have her or his annual salary reduced by 20% for the relevant work period preceding the leave and the Employee entering an agreement with RMIT covering the terms and conditions of the sabbatical leave.

30.9 Unless otherwise agreed the leave shall be taken immediately following the completion of the relevant work period during which the salary was reduced.

30.10 Sabbatical leave shall count as service for all purposes.

STUDY LEAVE

30.11 An Employee may be granted study leave or industry release in accordance with RMIT policy to obtain formal qualifications and skills that are directly related to progression through the skill-based career path. Such leave may be granted on a paid or unpaid basis.

30.12 Applications for such leave shall not be unreasonably refused.

TRADE UNION TRAINING LEAVE

30.13 Employees shall be entitled to a maximum of 5 days paid leave per calendar year or an aggregate of 10 days paid leave over 2 calendar years to attend an activity or course of study which contributes to a better understanding of the dispute resolution provisions of this Agreement, or national conference.

30.14 Applications for such leave must be approved prior to the taking of leave. Such applications will not be unreasonably refused providing:

(a) the application is accompanied by a letter from the authority conducting the activity or course stating the Employee wishes to attend and providing notice as to date, time, location, duration and content or purpose of the activity or course; and

(b) the release of the Employee does not cause undue inconvenience to RMIT.

30.15 Leave granted under this clause:

(a) shall be on full pay which shall include payments which are deemed to be part of pay for all purposes but shall not include payments for work outside ordinary hours or excess hours payments;

(b) may include any necessary traveling time in normal working hours immediately before or after the activity or course; and

(c) shall count as service for all purposes.

30.16 An Employee granted leave under this clause shall not be permitted to claim reimbursement of personal expenses such as fares, accommodation or meal costs in attending the activity or course.

COURT ATTENDANCE

30.17 An Employee under a subpoena, summons or order, shall be entitled to attend the relevant Court or Tribunal as part of their official duties, without loss of pay.

30.18 To obtain approval for leave under this clause, a leave application must be supported by a copy of the notification that the Employee has attended the court.

RELIGIOUS AND CULTURAL LEAVE

30.19 RMIT recognises the established religious and cultural obligations, practices and activities of its Employees.

30.20 An Employee may be granted Ceremonial/Cultural Leave where she or he has a ritual obligation to participate in a ceremonial activity which requires absence from work. Such leave will also include leave to meet the Employee's customary and traditional law obligations and is not limited to Aboriginal and Torres Strait Islanders.

30.21 Such leave shall be without pay and for up to 10 days per annum.

30.22 Applications for leave under this clause must be accompanied by documentary evidence of the activity requiring attendance and absence from work.

SPECIAL LEAVE

30.23 Subject to the operational requirements of RMIT, RMIT may grant an Employee such other leave, with or without pay, and on such terms and conditions as agreed between RMIT and the Employee.

30.24 The granting of leave under this clause where an Employee has accrued but unused annual leave, shall be at RMIT's discretion.

TEACHERS' LEAVE

30.25 Employees (other than Casual Employees) who are classified as T1 to T5 and SE1 are entitled to six days of Teachers' Leave each calendar year (pro rata for part-time Employees), subject to the following.

(a) Teachers' Leave must be taken on days agreed with RMIT and must be booked and approved using the Employee leave booking tool.

(b) Teachers' Leave must be taken for a minimum of one day at a time.

(c) Teachers' Leave cannot be substituted for any other form of leave or taken during any period of other paid or unpaid leave. By agreement with RMIT, Teachers' Leave may be taken at the beginning or end of a period of paid or unpaid leave.

(d) Teachers' Leave does not accrue from year to year and is not paid out on termination of employment.

(e) The entitlement to Teachers' Leave will be pro-rated for Employees who commence employment part-way through the calendar year.

GENDER AFFIRMATION LEAVE

30.26 In clauses 30.26 - 30.32:

(a) 'Gender' means a person's sense of being as male, female, or neither. RMIT acknowledges that for some people, gender can be non-binary and there are many ways a person may identify their gender.

(b) 'Gender affirmation' means the personal process a transgender person takes to socially and/or physically feel more aligned to a gender that best defines the person's sense of self.

(c) A 'transgender person' is someone whose personal identity does not align with the sex they were assigned at birth.

30.27 An Employee who is affirming their gender is entitled to up to thirty (30) days' paid Gender Affirmation Leave (based on the Employee's ordinary hours of work; pro rata for part-time Employees) over the course of their employment with RMIT for the purpose of attending medical appointments, recovering from medical procedures, undertaking legal processes related to their gender affirmation, or any other similar activity directly related to the Employee's process of affirming their gender.

30.28 An Employee who is entitled to Gender Affirmation Leave may in conjunction with all or part of that leave utilise accrued Annual, Long Service or other leave as agreed with the University.

30.29 Gender Affirmation Leave may be taken as consecutive, single or part days as agreed with the University.

30.30 Gender affirmation Leave does not accrue from year to year and is not paid out on termination of employment.

30.31 Employees affirming their gender are further supported by the University's Gender Transition/Affirmation Guideline document (as amended from time to time, available on the University intranet).

30.32 ln addition to the above, RMIT will support any Employee who is affirming their gender by:

(i) updating University records in relation to gender, name, title and the like;

(ii) providing a new staff photo ID card, where requested;

(iii) communicating with the Employee's supervisor and colleagues, where requested by the Employee;

(iv) providing access to flexible working arrangements in accordance with clause **23**; and

(v) any other reasonable request from the Employee.

30.33 The University may require the Employee to provide such evidence as would satisfy a reasonable person that the leave is being used for the purpose intended by these clauses. Such evidence may be a medical certificate from a treating registered medical practitioner, a letter from a legal practitioner, a statutory declaration or similar.

30.34 Additional special leave may be granted in accordance with clause 30.23.

30.35 Clauses 30.26 – 30.34 do not apply to Casual Employees.

31. HOLIDAYS

31.1 Employees (other than Casual Employees) shall be entitled to the following holidays without loss of pay:

(a) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day, Boxing Day, Australia Day, Anzac Day, King's Birthday, Labour Day and Melbourne Cup Day and any other declared Victorian public holiday (e.g. the Friday before the AFL Grand Final).

(b) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

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

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

(e) When Australia Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next Monday.

(f) Easter Tuesday.

(g) The first three days that are otherwise work days between Boxing Day and New Year's Day.

(h) Any other day or days as may be gazetted in addition to or in substitution of any of these days by proclamation or Act of Parliament.

31.2 RMIT and an Employee may agree to substitute another day for any day prescribed in this clause, including to observe religious or cultural occasions or like reasons of significance to the Employee, subject to the following:

(a) a maximum of one public holiday may be substituted per year, with the substitute day to be taken in the same calendar year;

(b) public holidays relating to Christmas Day, Boxing Day and New Year's Day, the period between Boxing Day and New Year's Day and Easter Tuesday may not be substituted;

(c) the Employee will have no entitlement to payment for the substitute day agreed under this clause unless the Employee remains employed at the time; and

(d) any such arrangement shall be recorded in writing and provided to the Employee.

PART E - ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT

32. ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT AND PARTICIPATION PRINCIPLES AT RMIT

32.1 RMIT recognises and respects the unique culture and inherent value of Indigenous Australian perspectives and participation to the University.

32.2 RMIT recognises the people of the Woiwurrung and Boonwurrung language groups as the traditional owners of the land on which the University stands and acknowledges the role and contributions of Elders past and present.

32.3 RMIT respects that employing Aboriginal and Torres Strait Islander employees is of benefit for all employees and our communities.

32.4 RMIT affirms that specific work rights attend to Aboriginal and Torres Islander employees as individuals; and as a collective.

32.5 RMIT creates a working environment that enables career advancement and professional development of Aboriginal and Torres Strait Islander people.

32.6 RMIT ensures that all employees have the opportunity to build cultural competence and participate in activities that drive responsible practice with Aboriginal and Torres Strait Islander people.

32.7 The Aboriginal and Torres Strait Islander Employment Committee ('ATSIEC') will continue to monitor and review and report on RMIT's commitments as it transitions through reconciliation to responsible practice.

32.8 RMIT will maintain appropriate governance structures to ensure the broader goals related to Aboriginal and Torres Strait Islander employment are regularly monitored and reported.

32.9 RMIT will seek to embed a core understanding of Aboriginal and Torres Strait Islander cultural presence in its industrial and policy landscape, decision-making and planning processes and outcomes.

32.10 RMIT will ensure its policy environment creates a distinct positioning for Aboriginal and Torres Strait Islanders separate from the existing Diversity & Inclusion Framework and Equal Employment Opportunity policy frameworks.

32.11 RMIT will provide a culturally safe work environment for all Aboriginal and Torres Strait Islander employees where culture and heritage are acknowledged, and respected, as being core to their existence.

32.12 RMIT is committed to increasing the understanding of Aboriginal and Torres Strait Islander culture for all employees and creating a workforce committed to transitioning through reconciliation to responsible practice.

32.13 RMIT will strive to be an Employer of Choice for Aboriginal and Torres Strait Islander people, leading the sector in recruitment, retention and development.

32.14 All Aboriginal and Torres Strait Islander employees will receive the full support of the University through orientation, professional and career development and advancement.

33. ABORIGINAL AND TORRES STRAIT ISLANDER EMPLOYMENT COMMITTEE 'ATSIEC'

33.1 RMIT is committed to improving the employment, retention and career progression outcomes for Aboriginal and Torres Strait Islander employees. Subject to the requirements set by this clause, this commitment will be implemented by the University in accordance with the Aboriginal and Torres Strait Islander Employment Plan (the **Plan**).

33.2 The role of the ATSIEC is to ensure that the appropriate employment culture and practices are in place to support the development and advancement of the careers of current Aboriginal and Torres Strait Islander employees and to increase the overall number of Aboriginal and Torres Strait Islander employees at RMIT.

33.3 ATSIEC will be responsible for the following:

(a) developing and implementing the Plan as it relates to employment, retention and advancement of Aboriginal and Torres Strait Islander employees;

(b) monitoring the University's progress to meeting the Aboriginal and Torres Strait Islander Employment Target as per **clause 33.11**, in addition to monitoring the implementation of the Plan and ensuring alignment to the University's workforce planning processes and priorities; and

(c) reporting through relevant governance framework results and progress on the University's implementation of the Aboriginal and Torres Strait Islander Policy and the Plan, in addition to reporting on the University's progress to meeting the Aboriginal and Torres Strait Islander Employment Target as per **clause 33.11**.

33.4 The composition and structure of ATSIEC will be as follows:

a) The ATSIEC will be co-chaired by a member of the Vice-Chancellor's Executive (the **VCE member**) and RMIT's most senior Aboriginal and Torres Strait Islander employee (who must hold an Executive level position).

b) Terms of reference, governance, reporting structure and membership will be developed and maintained by the ATSIEC.

c) The ATSIEC, although convened under this Agreement, may also work for the benefit of Aboriginal and Torres Strait Islander employees across other RMIT entities, and employment categories, and may include membership of employees not covered by this Agreement.

d) The ATSIEC will contain at least two members nominated by the NTEU and the AEU (at least one of whom is an employee of RMIT, and one of whom is an Aboriginal and Torres Strait Islander).

e) The ATSIEC may invite other University employees and non-RMIT employees to participate in discussions as it deems appropriate.

f) The ATSIEC will contain at least two members nominated by the Aboriginal and Torres Strait Islander Employee Network.

g) The ATSIEC will enable 'structural' self-determination by ensuring a majority of members are Aboriginal and Torres Strait Islander employees.

33.5 RMIT University recognises that Aboriginal and Torres Strait Islander employees bring specific knowledge and expertise which is often drawn upon by the University community.

33.6 RMIT recognises that Aboriginal and Torres Strait Islander self-determination is a collective right, and promotes an ability to gather, consult and provide direction on employment conditions that directly impact those employees as individuals and as a collective.

33.7 RMIT will facilitate an Indigenous Staff Network to:

(a) engage with the wider University community for the advancement of RMIT and its Aboriginal and Torres Strait Islander employees and students;

(b) discuss the lived experience of Aboriginal and Torres Strait Islander employees at RMIT; and

(c) make recommendations and/or raise concerns to ATSIEC on Aboriginal and Torres Strait Islander employment matters to other areas of the University.

33.8 All RMIT employees who are and have identified themselves to the University as Aboriginal and Torres Strait Islander will automatically be entitled to membership of this network.

~~33.9~~ RMIT University recognises as part of each Aboriginal and Torres Strait Islander Employee's work plan that these contributions will be acknowledged and supported by managers.

33.10 RMIT will apply best endeavours to increase its Aboriginal and Torres Strait Islander employment figures to 8 FTE Aboriginal and Torres Strait Islander Employees by 30 June 2027. This, based on the University's 2023 FTE workforce figures, is approximately equivalent to 2% of Employees. In addition, RMIT aims to be an employer of choice for Aboriginal and Torres Strait Islander employees. Therefore, RMIT intends to continually increase its number of Aboriginal and Torres Strait Islander employees and aspires to employ 12 FTE Aboriginal and Torres Strait Islander Employees by 30 June 2030. Based on RMIT's 2023 FTE workforce figures, this is approximately equivalent to 3% of Employees. The NTEU and AEU commit to assisting the University in its endeavours to meet these targets. Where it appears that at any stage during the life of this Agreement that the targets set out in this clause are unlikely to be met, the parties will meet to discuss strategies, approaches and interventions which may be required and implemented to assist RMIT to meet the targets.

34. CULTURAL LEAVE PROVISIONS

34.1 It is acknowledged that members of Aboriginal and Torres Strait Islander communities have responsibilities for a significant level of cultural and ceremonial obligations.

34.2 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.

34.3 Aboriginal and Torres Strait Islander Employees will be granted ten days' paid leave per calendar year, non-cumulative, for cultural and ceremonial obligations of Aboriginal and Torres Strait Islander people.

34.4 Additional paid special leave may be approved by the University as agreed with the Employee.

PART F - ORGANISATIONAL CHANGE

35. DEFINITIONS

Consultation means the provision of the opportunity for discussion and of information in a form and in sufficient time to enable the Employee/s or organisation being consulted to be sufficiently informed so as to provide a bona fide opportunity for an informed view or feedback to influence the relevant decision-maker prior to the making of her or his decision.

36. CONSULTATION AND THE INTRODUCTION OF MAJOR CHANGE

36.1 The Parties recognise that there will be significant consultation during the period of the Agreement on matters involving implementation of this Agreement, operational and cultural change and matters affecting Employees generally or in a particular case. To this end, the Parties are committed to a cooperative approach to such matters involving joint participation and consultation.

36.2 The VECG will be the forum through which RMIT, its Employees and the Union(s) consult generally on matters affecting Employees. The VECG shall meet during ordinary hours. An allocation of an agreed amount of the Employee's Service Duty Hours will be included in the Workload Management Plans for Employee representatives on the VECG.

36.3 The VECG will comprise of two RMIT representatives, and two Union nominees (one from each Union). It is recognized that from time to time additional representation on behalf of RMIT, the Union(s) or RMIT Employees may be involved.

36.4 The VECG will meet regularly (minimum quarterly), and as required, to discuss issues outlined in sub-**clauses 36.1** and **36.5**, and on any other matter on which consultation may be required. Workloads will be a standing agenda item of the VECG. The VECG will provide a report and/or recommendation, as appropriate, to the Deputy Vice Chancellor Vocational Education (or their nominee) on the matter/s under discussion. RMIT will provide the time and resources necessary for the VECG to perform its role.

36.5 Where RMIT proposes change:

(a) that is a major workplace change that is likely to have a significant effect on Employees; or

(b) to Employees' regular roster or ordinary hours of work,

RMIT will consult with those Employees, their chosen representatives and the Union(s) through the VECG prior to the proposed changes being implemented.

36.6 For the purposes of consultation under this clause, RMIT will provide to the affected Employees and the Unions relevant information regarding the proposed change(s) and invite them to give their views on the proposed change(s) and their impact, including any impact in relation to family or caring responsibilities. RMIT will give prompt and genuine consideration to the matters raised before deciding upon the change.

37. REDUNDANCY, REDEPLOYMENT AND RETRENCHMENT

37.1 Subject to this clause, the Parties agree that existing RMIT policies in relation to Redundancy, Redeployment and Termination of Employment are to apply for the life of this Agreement. Such policies may only be varied following consultation with and agreement of the VECG. It is acknowledged that such policies are not to be taken to abrogate any rights an Employee may have in equity or in law.

37.2 RMIT acknowledges that security of employment is an important issue for its Employees. RMIT is committed to exploring all reasonable measures to avoid retrenchment. Where possible, it will pursue the options of retraining, natural attrition, voluntary separations, leave without pay, voluntary conversion to part-time employment, long service leave or transfer before proceeding with forced retrenchments.

Redundancy of positions

37.3 Where RMIT proposes to make one or more positions redundant for reasons of an economic, technological, structural or similar nature, RMIT will adopt the following process:

(a) RMIT will convene meetings of potentially affected Employees to seek volunteers for retrenchment.

(b) RMIT may only reject an expression of interest from any volunteer where selection of that Employee creates a consequential vacancy or a deficit in the skills required for RMIT's continuing function.

37.4 Where insufficient volunteers are forthcoming, RMIT shall decide those Employees in excess of its requirements taking into account the following criteria:

(a) the relative qualifications, skills and abilities between Employees as required for the continuing operation of RMIT;

(b) any special qualifications or aptitude for the position/s continuing to be required to be performed by RMIT; and

(c) any reasons, including compassionate grounds, advanced by an Employee as to why they should not be considered for redeployment.

37.5 Provided that where a decision is to be made about Employees who are otherwise considered equal in relation to these criteria, the Employee to be identified as surplus to RMIT requirements will be that person whose selection causes the least disruption to the continuing operation of RMIT.

Retrenchment

37.6 An Employee who is to be retrenched because their position has become redundant will be given notice of termination in accordance with Table 37.1..

Table 37.1: Notice Period

Time at which Notice of termination is given	Notice Period Required
From commencement of operation of this Agreement – 31 December 2025 inclusive	20 weeks
1 January 2026 – 31 January 2027 inclusive	23 weeks
From 1 February 2027	26 weeks

37.7 The Employee can work part or all of the notice period at home as directed by RMIT.

37.8 RMIT may pay out in lieu any part of the notice period after 8 weeks or, at the request of the Employee, earlier.

Redeployment

37.9 During the notice period, RMIT will provide the Employee with all relevant details of its redeployment process and will assist the Employee in seeking redeployment. RMIT will take into account the Employee's training, knowledge, experience and background when considering redeployment.

37.10 An Employee is not entitled to redundancy pay if the Employee rejects an offer of employment made by RMIT that is on terms and conditions substantially similar to and, considered on an overall basis, no less favourable than the Employee's original terms and conditions.

37.11 Where an Employee is transferred to lower paid duties by reason of redundancy, the same notice period must be given as the Employee would have been entitled to if the employment had been terminated and RMIT may, at its option, make payment instead of an amount equal to the difference between the former Ordinary Hourly Rate and the new Ordinary Hourly Rate for the number of weeks of notice still owing.

Payments

37.12 An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice but is not entitled to payment instead of notice.

37.13 On termination of employment due to redundancy the Employee will receive redundancy pay which will be calculated at two weeks per completed year of Continuous Service up to a maximum of 20 weeks, or according to the NES, whichever is greater.

37.14 Redundancy pay is calculated using the Employee's Ordinary Hourly Rate plus any unconditional allowances.

37.15 For the purpose of calculating redundancy pay under **clause 37.13**, Continuous Service refers to employment with RMIT and includes all periods of service in any approved Victorian public sector agency, provided there are no breaks between or within each period other than breaks caused by approved leave, and provided that no special separation payments have been made with respect to any of these periods. Employment with the Commonwealth, other States or local government is not included.

CHAPTER TWO - VE EMPLOYMENT

38. CLASSIFICATION

38.1 The classification structure comprises:

(a) A 'Senior Educator Class' consisting of 3 levels (SE1 - SE3) covering 2 streams (Learning and Teaching & Management); and

(b) A 'Teacher Class' consisting of 5 levels (T1 - T5) with 2 incremental points at levels T1 - T4.

38.2 The staff classifications are set out at SCHEDULE 3 - CLASSIFICATION STANDARDS, and Employees will be classified in accordance with the standards or descriptors set out in that Schedule. The classification structure is represented diagrammatically at SCHEDULE 2 - CLASSIFICATION STRUCTURE.

39. QUALIFICATION-BASED CAREER PATH

39.1 In relation to a decision by RMIT concerning the classification or career path of an Employee, the following principles shall apply:

(a) Decisions will be on the basis of merit, taking into account appropriate qualifications and experience and fair and equitable application of key selection criteria.

(b) All Employees will receive fair and equitable treatment in all aspects of personnel management without regard to race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.

(c) Equal pay will be provided for work of equal value with appropriate consideration being given to the different requirements of various occupational employment categories.

40. INCREMENTAL PROGRESSION

40.1 Subject to this clause 40, and in addition to the requirements of Schedule 4, within the rates specified in SCHEDULE 1 - SALARIES, Employees employed in the Teacher classification shall proceed by annual increment by one paypoint (including to the first paypoint of a higher classification) on the anniversary of their date of appointment, subject to the following:

(a) progression to Level 3.1 is subject to the Employee possessing TAE40122 Certificate IV in Training and Assessment or its successor (or equivalent);

(b) progression to Level 4.1 is subject to the Employee completing a course of teacher training accredited at diploma (Australian Qualifications Framework Level 5) or above, which includes supervised teaching practice and studies in adult learning methodology and teaching in a vocational or tertiary education environment, or equivalent; and

(c) the Employee achieving a satisfactory outcome on the annual review of their performance (see **clause 40.2**).

40.2 The annual review of an Employee's performance must be conducted as part of the Performance Appraisal system established and in place at the commencement of this Agreement.

40.3 The Performance Appraisal system will only be varied following consultation with and agreement of the VECG.

40.4 Where a salary increment is intended to be deferred on the basis of an unsatisfactory annual review, such an increment can only be deferred where the following process has been followed:

(a) RMIT has counselled the Employee and explained clearly:

(i) the requirements that are expected;

(ii) how the Employee has failed to fulfill these requirements; and

(iii) the consequences of continued or repeated failure to meet these requirements; and

(b) RMIT has provided the opportunity through mentoring, guidance and support to assist Employees who are not performing satisfactorily.

40.5 Salary progression can only be deferred where the process outlined above has been commenced early enough to ensure the Employee receives sufficient notice to enable improvement in performance, being at least three months before a decision is made.

40.6 Where a decision is taken to defer salary progression, the Employee will be notified as soon as possible in writing and the reasons for the decision will be given. An Employee aggrieved by a decision may access the dispute resolution procedure in this Agreement.

41. ALLOWANCES

Higher Duties Allowance

41.1 Where an Employee is required to perform the duties of a promotional position such as a Senior Educator Level for which the remuneration is higher than that of the Employee for a period of longer than 1 week, they shall be paid that higher remuneration in proportion to the amount of duties of the higher position performed. The Employee shall also receive such time allowances as prescribed in this Agreement that pertain to the role for which they are receiving the higher remuneration.

42. REIMBURSEMENT OF EXPENSES

42.1 RMIT shall reimburse an Employee for any prior approved reasonable out-of-pocket expenses actually and necessarily incurred in the course of her or his authorised duties. The amount of an expense will be considered reasonable where it does not exceed the relevant amount set by the Australian Taxation Office ('ATO') as adjusted from time to time. Where an expense exceeds the relevant ATO amount, RMIT is only required to reimburse at the ATO rate unless prior authorisation is provided to incur the greater expense. Where the ATO does not provide an amount for an expense, RMIT shall reimburse the actual amount incurred.

42.2 Allowable expenses include:

(a) travelling, accommodation, meals and other incidental expenses associated with an overnight, or longer, absence from home or part day duties, including staff development, away from the normal work location;

(b) expenses incurred in the use of private motor vehicles; and

(c) any other expenses incurred in the course of the Employee's employment and authorized by RMIT.

42.3 Ordinarily RMIT will provide transport for Employees engaged in authorised work. Employees may refuse work where transport is not provided. Where in the course of employment, an Employee is required to use her or his private motor vehicle, she or he shall be reimbursed mileage costs subject to obtaining prior approval from RMIT to use the vehicle and submission of a declaration stating the date, purpose of trip, number of kilometres and type of vehicle, and provided the amount of the expense is reasonable.

(a) The amount of an expense will be considered reasonable where it does not exceed the relevant amount set by the ATO as adjusted from time to time.

(b) Where the expense exceeds the relevant ATO amount the Employer is only required to reimburse at the ATO rate unless prior authorisation is provided to incur the greater expense.

42.4 In circumstances which warrant it, RMIT may enter an agreement with the Employee to provide comprehensive insurance cover for the private vehicle of an Employee where the Employee is required to use the private vehicle for work.

43. TRAVEL

43.1 RMIT acknowledges that it may be necessary for Employees to travel to undertake their duties. When an Employee is required by the University to travel for teaching purposes, the University will:

(a) pay for reasonable and required costs associated with travel;

(b) allow Employees reasonable time to recover from that travel before commencing teaching;

(c) work with Employees to ensure, so far as is reasonably practicable, that travel, destinations and places of business are safe and without risks to health; and

(d) ensure so far as practical, that the timing of travel is organised to meet the preferences of the Employee.

43.2 **Same Day Travel**

Same day travel is:

a) required travel which occurs during the course of a single work day where the Employee commences and finishes the day at their permanent place of residence; and
b) is in excess of the time it would usually take for the Employee to travel to and from their residence to the RMIT premises where their employment is based.

Same day travel is considered to be time worked and, for Casual Employees, will be paid at the Service Duties rate.

44. WORKLOAD PLANNING

Principles of workload planning

44.1 The University will ensure that managers and supervisors are aware of the requirements in relation to managing and allocating workloads and that Employees are advised of the workload allocation provisions of this Agreement.

44.2 The Parties agree that Employee workloads will be managed according to the following principles:

(a) the line manager will undertake regular individual and collective consultation with their direct reports in order to ensure an appropriate and equitable distribution of workload within their management unit;

(b) the line manager, in consultation with the Employee, will be responsible for allocating duties to the Employee in their Workload Management Plan according to the workload categories described in **clause 45.2;**

(c) duties will be allocated having regard to the determination of work location in accordance with **clause 46;**

(d) the line manager will be responsible for preparing a Workload Management Plan every calendar year for each direct report within their management unit (excluding Casual Employees);

(e) the line manager will take all reasonable steps to provide the Employee with a copy of their Workload Management Plan prior to the commencement of the applicable Teaching Period;

(f) the Employee's Workload Management Plan will reflect a fair, transparent and equitable workload in accordance with the provisions of this Agreement and may only comprise such duties as can reasonably be performed at a professional standard within the Employee's Work Hours;

(g) the Employee and the Employee's line manager shall share responsibility for regularly reviewing the Employee's actual workload against the Workload Management Plan; and

(h) the line manager, in consultation with the Employee, will be responsible for adjusting the allocated duties of the Employee as necessary to ensure an appropriate and equitable distribution of workload within their management unit. Such adjustments will be reflected by way of amending the Workload Management Plan.

Workload disputes

44.3 An Employee who believes that the duties allocated to them under their Workload Management Plan cannot reasonably be performed at a professional standard within their Work Hours must first meet with their line manager to discuss their concerns.

44.4 If the meeting with the line manager does not resolve the Employee's concerns, the Employee may notify the Relevant Delegated Authority of their workload dispute by providing:

(a) a copy of their Workload Management Plan; and

(b) a description in writing of the duties in their Workload Management Plan that will result, or are resulting, in excessive workload.

44.5 If the Relevant Delegated Authority is unable to resolve the Employee's concerns, the Employee may refer their workload dispute to the Relevant Senior Officer.

44.6 If the Relevant Senior Officer is unable to resolve the Employee's concerns, the Employee may progress their workload dispute in accordance with **clause 9** of this Agreement by referring the dispute to the Fair Work Commission.

45. WORKLOAD ALLOCATION

Work Hours

45.1 Work Hours for an Employee classified as a Teacher are 38 per week (or a pro rata amount for Part Time Employees). Full-time Employees will generally perform 1664 Work Hours based on the following leave entitlements taken over a calendar year:

(a) Annual Leave – 20 days x 7.6 hours (152 hours)

(b) Public Holidays – 11 days x 7.6 hours (83.6 hours)

(c) Teacher Leave – 6 days x 7.6 hours (45.6 hours)

(d) Easter Tuesday – 1 day x 7.6 hours (7.6 hours)

(e) Boxing Day/New Year Break – 3 days x 7.6 hours (22.8 hours)

Workload Categories

45.2 An Employee's Work Hours are to be allocated in the Employee's Workload Management Plan under **clause 44** according to the following principles:

(a) **Teaching Duty Hours:**

(i) Teaching Duty Hours means sessions of instruction and/or supervision and/or direct observation of students, including observation for the purposes of assessment; whether delivered at a campus of the Employer or elsewhere and whether delivered in person or by other means.

(ii) The maximum number of Teaching Duty Hours which may be allocated in an Employee's Workload Management Plan is 720 hours in the Annual Teaching Period (**Maximum Teaching Duty Hours**).

(iii) The workloads for Full-time Employees will be up to 21 Teaching Duty Hours per week averaged over a period of 12 weeks within a Teaching Period, subject to sub-clause~~s~~ 45.2(a)(iv) and (xii), and having regard to the factors in sub-clause 45.2(b)(iii) below

(iv) Consultation and agreement of an Employee is required for any allocation of more than 21 Teaching Duty Hours in any one week. An Employee will not unreasonably refuse the Employer's request to work in excess of 21 Teaching Duty Hours per week.

(v) An Employee's Workload Management Plan will provide for Teaching Duty Hours of less than the Maximum Teaching Duty Hours if RMIT is requiring the Employee to

perform additional Teaching-Related Duty Hours and/or Service Duty Hours that would otherwise result in an excessive workload ~~where agreed~~.

(vi) The Maximum Teaching Duty Hours will be proportionately reduced where an Employee takes more than four weeks' annual leave in the calendar year or takes long service leave.

(vii) For the avoidance of doubt, where an Employee takes personal leave or other approved leave (other than annual leave or long service), adjustments will be made to the Employee's Workload Management Plan as required.

(viii) Teaching Duty Hours will be advised no less than two weeks in advance of each scheduled Teaching Period and may only be varied with the agreement of the Employee concerned. Where Teaching Duty Hours are cancelled by RMIT with less than two weeks' notice, the Teaching Duty Hours will be deemed to have been taught.

(ix) Paragraph (viii) does not apply to the first four weeks of a teaching program in the first or second semester of each year.

(x) A Full-time Employee who teaches into TEQSA accredited program/s will be allocated one Teaching Duty Hour per week in each week they are allocated teaching duty hours in accordance with clause 45.2(a)(i), to be utilised for scholarly practice. For the avoidance of doubt, each such Teaching Duty Hour attracts an associated allocation of 0.75 hours of Teaching-Related Duty Hours in accordance with clause 45.2(b)(ii) below. The allocations in this clause apply pro rata for part time Employees.

(xi) For the avoidance of doubt, TAE supervision up to a maximum of 80 hours per year will be recognised as Teaching Duty Hours.

(xii) If an Employee regularly works in excess of 21 Teaching Duty Hours per week in a period of 12 weeks within a Teaching Period, the Employee can consult with their manager regarding changes to their workload allocation to either reduce their teaching load or otherwise better accommodate it within a reasonable workload.

(b) **Teaching-Related Duty Hours:**

(i) Teaching-Related Duty Hours means those duties (preparation, assessment correction and student consultation) directly related to the allocated Teaching Duty Hours.

S*tudent consultation* includes individual or collective dialogue with students that is directly related to a competency or learning outcome associated with the allocated teaching load and includes such things as communication through the Learning Management System (Canvas) and the management of Equitable Learning Plans.

(ii) The minimum number of Teaching-Related Duty Hours which may be allocated in an Employee's Workload Management Plan is 0.75 hours for each Teaching Duty Hour allocated.

(iii) When allocating Teaching-Related Duty Hours in an Employee's Workload Management Plan, the line manager and the Employee must give consideration to:

(A) the complexity of the allocated teaching load (including student demographics, mode of delivery including the extent of Work Integrated Learning and the number of programs / units of competency / modules in which the Employee is allocated Teaching Duty Hours);

(B) the quantum of curriculum revision required;

(C) the number of students in each class;

(D) the nature of the assessment required; and

(E) any other relevant factors.

(iv) Course coordination activities will predominantly be undertaken by Program Coordinators. Any course coordination activities undertaken by an Employee classified as a Teacher will be recognised as Teaching-Related Duties. Such coordination duties may typically include:

(A) Complex mode of delivery – e.g. cross campus, interstate or overseas delivery in more than two semesters per calendar year;

(B) Complex student demographics – e.g. Volume and diversity of Students with Language, Literacy & Numeracy (LLN) needs and/or Equitable Learning Plans (ELP);

(C) Complex assessment tools – e.g. Work Integrated Leaning (WIL), Placements and/or Clustered Delivery.

(D) Additional tasks – e.g course review, contributing to accreditation, liaising with industry partners for WIL, coordination and oversight of other teaching staff in the same course, development of course resource materials and course guides.

If the complexity and/or volume of these course coordination factors would result in an Employee being required to work more than a 38 hour week, an appropriate adjustment will be made to the Employee's allocated workload to maintain a 38 hour week.

(c) **Service Duty Hours**

(i) Service Duty Hours include any duties within the scope of an Employee's position which are not Teaching Duty Hours or Teaching-Related Duty Hours.

(ii) For the avoidance of doubt, Service Duty Hours will include any work-related travel required by the University.

(iii) The number of Service Duty Hours to be allocated in the Employee's Workload Management Plan is the remaining Work Hours after the deduction of Teaching Duty Hours and Teaching-Related Duty Hours.

(iv) The Service Duty Hours allocated in an Employee's Workload Management Plan must contain a minimum of 50 hours of Professional Development activities aligned to program disciplines. These activities should focus on teaching currency, vocational currency, vocational competency and/or scholarly practice.

(v) An Employee who is assigned responsibility as an OH&S Staff Representative shall receive sufficient time as part of the Service Duty Hours allocated in the Employee's Workload Management Plan, as is necessary for the purpose of exercising their powers under the *Occupational Health and Safety Act 2004* (Vic) including for, but not limited to, the purpose of attending required training.

Program management and/or program co-ordination responsibilities

45.3 A Senior Educator with program management and/or program co-ordination responsibilities will have those responsibilities included in their Workload Management Plan.

45.4 The Senior Educator's Maximum Teaching Duty Hours will be reduced to having regard to the complexity and scope of their program management and/or program co-ordination reduction.

45.5 The reduction in Maximum Teaching Duty Hours will be at least 240 hours per year.

45.6 For the avoidance of doubt, clause 45.5 applies on a pro-rata basis to Part-Time Employees.

46. DETERMINATION OF WORK LOCATION

46.1 The Employer may only roster Teaching Duty Hours for an Employee in their Workload Management Plan over a maximum of 42 weeks in a calendar year (the **Annual Teaching Period**).

46.2 During the Annual Teaching Period, an Employee:

(a) may only be directed by the Employer to attend at a specified work location for a maximum of 30 hours per week for up to 42 weeks per year;

(b) will determine the location from which they perform their duties for the balance of their working hours each week (**the Employee-determined Location Hours**); and

(c) may agree to a request by RMIT to attend at a specified work location during the Employee-determined Location Hours but only if:

(i) such a request is made after the Employee has been employed; and

(ii) the Employee is provided with reasonable time to gain advice and make an informed decision.

46.3 The Parties agree that the Employee may specify the location from which they perform their duties during the Employee-determined Location Hours but must be available to respond to work colleagues, including their line manager, during those hours.

46.4 Outside of the Annual Teaching Period of 42 weeks per year, Employees may only be requested to work at a specified location where this:

(a) has been agreed to by the Employee; and

(b) is included in the Employee's Workload Management Plan.

46.5 For the period of operation of this Agreement, Employees who translated into promotion positions of Senior Educator in the new classification structure provided by the Victorian TAFE Teaching Staff Multi-Employer Certified Agreement 2003 (AG835152) are entitled to the attendance time requirements they were entitled to prior to 28th June 2004.

46.6 Employees who were/are appointed to promotion positions of Senior Educator on or after 28th June 2004 who undertake teaching duties, shall be entitled to access the attendance time requirements for Employees classified in the Teacher Level 1 - Teacher Level 5 range on a pro rata basis in proportion to their teaching duties as a fraction of the maximum teaching duty hours of a full-time Employee.

46.7 Other than clauses 46.2, 46.5 and 46.6, this clause 46 does not apply on a pro rata basis to Part Time Employees.

47. HOURS OF WORK

47.1 Employees carry out their professional duties for 38 hours per week.

47.2 The span of ordinary hours is from 7:00am to 6:00pm Monday to Friday. However, an Employee's span of ordinary hours may include one night per week beyond 6.00pm if directed by RMIT. RMIT may not make such a direction where an Employee has primary care responsibilities, in which case agreement of the Employee is required.

47.3 Employees shall not be required to work for more than five hours without being allowed a meal break of at least 30 minutes. Employees shall not be required to take meal breaks of more than one hour. Employees shall not be required to attend during meal breaks. Employees shall be entitled to take their lunch break between the hours of 12.00 midday and 2.00pm. and shall be entitled to take an evening meal break between the hours of 5.00pm and 7.00pm.

47.4 RMIT may direct an Employee to commence work on any day between 6.00am and 7.00am Monday to Friday for the purposes of travel to another location. Such time shall be counted as the Employee's ordinary hours and shall be paid at ordinary time. RMIT shall not unreasonably require an Employee with primary care responsibilities for member/s of his/her immediate family or household to commence work between 6.00am and 7.00am.

48. WORKING OUTSIDE THE SPAN OF ORDINARY HOURS

48.1 An Employee may be requested to perform duties as part of their ordinary hours of work outside the span of ordinary hours of duty as set out in clause **47.2**.

48.2 The allocation of ordinary duties at such times shall only be determined following consultation with, and the agreement of, the Employee concerned.

48.3 Subject to prior approval for the work to be performed, Employees shall be paid a loading for ordinary hours of work required to be performed outside the span of ordinary hours of duty as follows:

(a) For each hour worked on Monday to Friday before 7:00am, a loading of 25% of the Ordinary Hourly Rate shall be paid.

(b) For each hour worked on a Monday to Friday after 6:00pm until 10:00pm, a loading of 25% of the Ordinary Hourly Rate shall be paid.

(c) For each hour worked on a Monday to Friday after 10:00pm, a loading of 75% of the Ordinary Hourly Rate shall be paid.

(d) For each hour worked on a Saturday before 6:00pm, a loading of 25% of the Ordinary Hourly Rate shall be paid.

(e) For each hour worked on a Saturday after 6:00pm, a loading of 75% of the Ordinary Hourly Rate shall be paid.

(f) For each hour worked on a Sunday, a loading of 50% of the Ordinary Hourly Rate shall be paid.

(g) For each hour worked on a public holiday, a loading of 150% of the Ordinary Hourly Rate shall be paid.

48.4 Notwithstanding **clause 48.3**, where the duties performed outside the span of ordinary hours are excess teaching duty hours as described in **clause 49**, the relevant rate under **clause 49** shall apply.

49. HOURS AND RATES FOR EXCESS TEACHING

49.1 An Employee undertaking teaching duties (including a part-time Employee) shall be paid for excess teaching duty hours in accordance with this clause.

49.2 The allocation of excess teaching duties is determined following consultation with, and agreement of, the Employee concerned, provided that an Employee shall not unreasonably refuse RMIT's request to perform excess teaching duties. In determining whether RMIT's request is reasonable or an Employee's refusal is unreasonable, the criteria below will be considered:

(a) any risk to the Employee's health and safety from working the additional hours;

(b) the Employee's personal circumstances, including family responsibilities;

(c) the needs of the workplace or enterprise in which the Employee is employed;

(d) whether the Employee is entitled to receive excess teaching duty hours payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;

(e) the notice (if any) given by RMIT of any request or requirement to work the additional hours;

(f) the notice (if any) given by the Employee of his or her intention to refuse to work the additional hours;

(g) the usual patterns of work which the Employee works;

(h) the nature of the Employee's role, and the Employee's level of responsibility; and

(i) any other relevant matter.

49.3 Excess teaching duties paid in accordance with this clause will not be counted towards the annual teaching load.

~~49.4~~ Excess teaching duties occur when the Employee :

(a) performs in excess of 252 Teaching Duty Hours in a period of 12 weeks within a Teaching Period; or

(b) has been rostered to perform at least 252 Teaching Duty Hours in a period of 12 weeks within a Teaching Period and performs in excess of 21 Teaching Duty Hours in a week.

49.5 For the avoidance of doubt, excess teaching duty hours are Teaching Duty Hours for the purposes of clause 45.2(b)(ii) and attract Teaching-Related Duty Hours. Excess teaching duty hours are not otherwise Teaching Duty Hours for the purposes of this Agreement.

49.6 When an Employee agrees to perform excess teaching duty hours within a 38-hour week, the manager will consult with the Employee regarding which other duties will be removed from their existing weekly load to accommodate the excess teaching duty hours in that week.

49.7 An Employee will not be required to perform more than 150 hours of excess teaching duties in a calendar year.

Rates for working excess teaching hours

49.8 The following rates for excess hours shall be paid:

(a) Monday to Saturday inclusive except for public holidays

At the rate of time and a half (150%) of the Ordinary Hourly Rate for the first two excess hours on each day and double time (200%) thereafter.

(b) Sunday

In all cases except public holidays at the rate of double time (200%) of the Ordinary Hourly Rate.

(c) Public holiday

A rate of double time and a half (250%) of the Ordinary Hourly Rate, for work performed on a public holiday.

49.9 Payment for excess teaching duty hours shall be made in the next available pay period after a claim for payment is made, provided that an Employee may make a written request for payment in advance for excess teaching duty hours that are scheduled to be undertaken during or over a semester or a year in accordance with **clause 49.2** above. In accordance with the written request, RMIT may approve that such payment would be included as a part of the Employee's fortnightly salary. RMIT may deduct, from the Employee's salary and/or termination of employment entitlements, any payments made under this clause for planned excess teaching duty hours that are not actually performed.

49.10 Where excess teaching duty hours occur outside the span of ordinary hours as described in **clause 47**, the relevant rate under this **clause 49** shall apply.

49.11 Where excess teaching duty hours are performed by part-time Employees on days outside the days on which they ordinarily work, such hours will be paid at the rates in **clause 49.8** above.

50. TIME OFF IN LIEU (TOIL)

50.1 The Employer and Employee may agree to an Employee taking time off in lieu of time worked where the Employee has attended approved University events or activities on weekends at the request of the University.

50.2 Any amount of time that has been worked in a particular pay period and that is to be taken as TOIL must be the subject of a separate written agreement under this **clause 50.2**.

The agreement must state each of the following:

a) the number of hours to which it applies and when the Employee attended for those hours;

b) that RMIT and the Employee agree that the Employee may take TOIL instead of being paid for attending the event or activity;

c) that, if the Employee requests at any time, the Employer must pay the Employee, for attendance at the event or activity using the relevant excess teaching rate; and

d) where requested by the Employee such payment must be made in the next pay period.

50.3 The period of TOIL that an Employee is entitled to take is the same as the number of hours for which the Employee would have been paid for attending the event or activity.

50.4 TOIL must be taken:

a) within one month of attending the relevant event or activity; and

b) at a time or times within that period of one month agreed by the Employee and Employer.

50.5 If the Employee requests at any time to be paid for attendance at events or activities covered by an agreement under **clause 50.2** but not taken as TOIL, the Employer must pay the Employee for such attendance, in the next pay period following the request, at the rate of pay had excess teaching been worked.

50.6 If TOIL is not taken within the period of 6 months, RMIT must pay the Employee for the attendance at events or activities, in the next pay period following those 6 months, at the excess teaching rate of pay that would have been applicable had the Employee worked.

50.7 The Employer must keep a copy of any agreement under **clause 50.2** as an employee record.

51. INTELLECTUAL AND ACADEMIC FREEDOM

51.1 The parties to this Agreement recognise that academic freedom is both a defining feature of and fundamental to the operation of RMIT.

51.2 This clause sets out RMIT's commitment to and protection of intellectual freedom, academic freedom and freedom of speech.

51.3 For the purpose of the Agreement:

(a) "intellectual freedom" includes the rights related to academic freedom and freedom of speech that are protected by RMIT;

(b) "academic freedom" means:

(i) the freedom of Employees to teach, discuss, and research and to disseminate and publish the result of their research, including via publication, performance and exhibition;

(ii) the freedom of Employees to engage in intellectual inquiry, to express their opinions and beliefs, and to contribute to public debate, in relation to their subjects of study and research;

(iii) the freedom of Employees to express their opinions in relation to RMIT inclusive of operations, management and governance, and vocational and higher education issues generally; and

(iv) the freedom of Employees to participate in representative, professional or academic bodies.

(c) "freedom of speech" means the freedom of all Employees to make lawful public comment on any issue in their personal capacity. This includes all forms of expressive conduct – including oral and written speech, creative works and activity, whether communicated in person or via social media.

51.4 In exercising intellectual freedom all Employees must:

(a) have due regard to the need for reasoned argument, discourse, critique and debate in order to further a positive intellectual culture;

(b) comply with the law, including not engaging in bullying, harassment or vilification; and

(c) acknowledge that in the furtherance of its teaching, learning and research objectives, the University benefits from a diversity of views being voiced and contested. Employees must recognise that others may have differing opinions in the context of a robust exchange of views. These provisions do not extend to a duty to protect any persons from feeling offended, shocked or insulted by the lawful speech of another.

51.5 When exercising academic freedom, Employees are expected to act in good faith, in accordance with their own professional judgement having due regard to the expectations of their discipline, broad scholarly standards and formal accrediting bodies.

51.6 All Employees are entitled to exercise academic freedom in accordance with this Agreement and RMIT's applicable policies.

51.7 Subject to the limitations in this Agreement and in RMIT's applicable policies:

(a) the valid exercise by an Employee of academic freedom will not constitute misconduct nor attract any penalty or adverse action,

(b) an Employee's lawful speech will not constitute misconduct or attract a penalty or adverse action by reference only to its content,

(c) the freedom of Employees to make lawful comment on any issue in their personal capacities will not be subject to constraint imposed by reasons of their employment by the University.

52. VOLUNTARY EARLY RETIREMENT

52.1 Invitations for Employees to apply for voluntary early retirement may be made to Continuing Employees who are within two years of reaching their superannuation preservation age. The superannuation preservation age is the age at which an Employee can gain access to the preserved benefits in their superannuation fund.

52.2 The benefit payable to Employees whose application for early retirement is approved will be a lump sum of a minimum of two weeks' salary for each year of service, with a maximum payment of 52 weeks' salary. This benefit will be additional to the Employee's other entitlements on retirement.

52.3 Eligible Employees will be invited to apply for early retirement under the scheme. Any Employee who wishes to do so will apply for early retirement to the Relevant Delegated Authority designated by the University. The University, through the Relevant Delegated Authority, will have the discretion to decide whether or not it will approve the application having regard to the staffing needs of the University.

52.4 Notwithstanding anything above, the University may offer early retirement in accordance with a scheme approved by the Commissioner of Taxation otherwise inconsistent with this clause provided that any lump sum benefit will be calculated at a minimum rate of two weeks' salary for each year of service, but with no obligation upon the University to pay beyond a maximum of 52 weeks' salary.

53. DELEGATES' RIGHTS

53.1 For the purposes of this clause:

(a) *workplace delegate* has the same meaning as under the FW Act; and

(b) *Eligible Employee* means an Employee who is a member, or is eligible to be a member, of a Union.

53.2 The rights and obligations of an Employee who is a workplace delegate of either Union, and the rights and obligations of RMIT in relation to an Employee who is a workplace delegate, will be as prescribed in the modern award which covers the Employee (as amended from time to time).

53.3 An Employee who is a workplace delegate is entitled to access paid leave for training related to representation of the industrial interests of Eligible Employees in accordance with the modern award which covers the Employee (as amended from time to time) . Any leave taken under clause 30.13 constitutes leave for the purposes of the entitlement under this clause 53.3 and the entitlement to leave under this clause 53.3 is reduced accordingly.

CHAPTER THREE – PERFORMANCE AND MISCONDUCT (INCLUDING SERIOUS MISCONDUCT)

54. PRINCIPLES

54.1 This Chapter does not apply to an Employee during the first six months of their employment, the management of unsatisfactory performance of an Employee during a probationary period or to Casual Employees.

54.2 RMIT acknowledges the right of an Employee to choose to be accompanied by a support person, or to be represented by their chosen Representative, through any formal process that may lead directly to Disciplinary Action.

54.3 All intermediate steps and decisions taken under this Chapter are final and may not be challenged via the Dispute Settlement Procedure at clause 9 of this Agreement

55. UNSATISFACTORY PERFORMANCE

55.1 Where there is a concern that an Employee's performance is not meeting expectations, the relevant manager will take reasonable steps to help the Employee improve performance to the required level by using early intervention measures where practicable.

55.2 Where early intervention is not reasonably possible or appropriate, or is unsuccessful, the manager will commence a formal performance management process. This will involve a Performance Improvement Plan (**PIP**) to support the Employee to achieve satisfactory performance within a reasonable timeframe.

55.3 A PIP will include details of:

a) when the PIP is to commence;
b) the duration of the PIP, including the timeframe in which improvement to satisfactory performance is expected;
c) the areas of improvement required; and
d) the training and/or support to be provided to the Employee.

55.4 The manager and the Employee will meet regularly throughout the PIP process to review progress and provide feedback. The timeframe and details of the PIP may be adjusted throughout the process having regard to progress and the circumstances.

55.5 If the Employee's performance does not improve to the required standard in the timeframe provided, Disciplinary Action may be taken in accordance with clause 57.

55.6 RMIT retains the right to vary the process applied, having regard to Employee seniority, the nature of the performance issue/s, the nature or length of the Employee’s employment, any feedback previously provided to the Employee about their performance, or organisational needs.

56. MISCONDUCT (INCLUDING SERIOUS MISCONDUCT)

56.1 The relevant manager will make all reasonable efforts to address concerns in relation to the conduct of an Employee through reasonable managerial assistance or interventions including, but not limited to, a preliminary review, guidance, counselling/warning, coaching, transfer to a different position or location, professional development and/or appropriate work allocations, as is appropriate in the circumstances.

56.2 Where reasonable managerial assistance or interventions under clause 56.1 do not resolve the matter, or are considered inappropriate in the circumstance having regard to the nature of the concerns, RMIT may determine that it is necessary for the matter to be the subject of formal allegations, in which case the Employee will be notified in writing that this is to occur.

56.3 If an Employee is subject to allegations of formal misconduct (including serious misconduct), RMIT will provide the Employee with:

a) details of the alleged misconduct; and
b) reasonable opportunity to provide a response to the allegation(s).

56.4 In addition to or as part of the process in clause 56.3, RMIT may initiate a formal workplace investigation, or undertake other types of enquiries into the conduct of an Employee, if it considers it appropriate to do so.

56.5 Where RMIT elects to undertake a workplace investigation in accordance with clause 56.4:

a) the investigator may be an internal or external person or body;
b) the investigation will be conducted as quickly as reasonably possible, having regard to the size and complexity of the matter and the availability of key parties and witnesses; and
c) the investigation will be procedurally fair, but this will not extend to a requirement to present the Employee subject to the investigation with all evidence obtained by the investigator.

56.6 The relevant manager will consider the Employee's written response, if any, to the allegations, as well as the findings of the workplace investigation (if applicable), when determining:

a) whether the Employee has engaged in misconduct or serious misconduct; and
b) if so, the form of Disciplinary Action (if any) that is warranted.

56.7 The Employee will be informed in writing of the determination of the relevant manager. If Disciplinary Action is considered warranted, the process in clause 57 will apply.

Suspension

56.8 Where an allegation of misconduct has been made against an Employee, the relevant manager may, at any stage during the procedures under this Chapter, suspend the Employee with pay.

56.9 During any period of suspension, the Employee will be excluded from the University, but will be permitted reasonable access to the University to prepare their case and to collect personal property.

56.10 Where an Employee has been suspended, the Employee is required to remain available during their normal working hours to participate in the investigation and/or respond to lawful and reasonable directions from RMIT regarding their employment.

57. DISCIPLINARY ACTION

57.1 Disciplinary Action means action to discipline an Employee for reason of unsatisfactory performance or misconduct (including serious misconduct) and can include, but is not limited to, one or more of the following:

a) formal warning;
b) demotion by one or more classification levels; or
c) termination of employment.

57.2 If RMIT considers that Disciplinary Action is warranted, RMIT will advise the Employee of:

a) the relevant unsatisfactory performance or misconduct;
b) the proposed form of Disciplinary Action;
c) the reason/s for the Disciplinary Action; and
d) the proposed date the Disciplinary Action is to take effect.

57.3 RMIT will give the Employee a reasonable opportunity to respond in writing to the proposed Disciplinary Action, including providing details of any mitigating circumstances.

57.4 lf, after considering the Employee's response, the relevant manager decides not to proceed with Disciplinary Action, the Employee will be informed of this in writing and no further action will be taken.

57.5 lf, after considering the Employee's response, the relevant manager decides that Disciplinary Action remains appropriate, the manager will:

a) decide on the form of Disciplinary Action; and
b) notify the Employee in writing of the Disciplinary Action to be taken, and the date the Disciplinary Action is to take effect.

SCHEDULE 1 – SALARIES

1. **Continuing and Fixed-term Rates of Pay**

Employees shall be paid the salary appropriate to their classification as set out in the table below

Classification Level	**Salary from first full pay period in November 2024**	**Salary from first full pay period in November 2025**	**Salary from first full pay period in November 2026**
Annual increase	**+1%**	**+3%**	**+3%**
Teacher Level 1.1	$71,485	$73,630	$75,839
Teacher Level 1.2	$76,803	$79,107	$81,480
Teacher Level 2.1	$83,324	$85,824	$88,399
Teacher Level 2.2	$88,483	$91,138	$93,872
Teacher Level 3.1	$90,331	$93,041	$95,833
Teacher Level 3.2	$97,092	$100,005	$103,005
Teacher Level 4.1	$99,657	$102,647	$105,726
Teacher Level 4.2	$106,043	$109,224	$112,501
Teacher Level 5	$114,539	$117,975	$121,514

Classification Level	Salary from first full pay period in November 2024	Salary from first full pay period in November 2025	Salary from first full pay period in November 2026
Annual increase	**+1%**	**+3%**	**+3%**
Senior Educator - Level 1	$118,140	$121,684	$125,335
Senior Educator - Level 2	$121,743	$125,395	$129,158
Senior Educator - Level 3	$125,343	$129,103	$132,976

Only Employees who are employed at the date this Agreement commences operation pursuant to s 54(1) of the FW Act are eligible for any back pay associated with the November 2024 pay increase.

2. Casual Rates of Pay

Casual Employees shall be paid the rates as set out in the tables below. Every one hour of teaching duty is inclusive of 0.75 hours of Teaching Related Duties. These duties include but are not limited to:

- preparation of teaching activities
- assessment or marking occurring outside teaching delivery
- administration of relevant student records
- consultation with students
- attendance at meetings specifically for the purpose of assisting the casual staff member to prepare for their teaching activity
- preparation that the staff member would have otherwise had to undertake for the purpose of teaching

that is directly related to their allocated Teaching Duty Hours.

Casual Rates	**From first full pay period on or after the commencement date of this Agreement**	**From first full pay period in November 2025 (+3%)**	**From first full pay period in November 2026 (+3%)**
Teaching Duty (1 hour of Teaching Delivery and 0.75 hours of Teaching Related Duties) - **Cert IV TAE Qualified**	$102.99	$106.08	$109.26
Teaching Duty (1 hour of Teaching Delivery and 0.75 hours of Teaching Related Duties) – Approved **Dip or above Teaching Qualification**	$113.64	$117.05	$120.56
Teaching Duty (1 hour of Teaching Delivery and 0.75 hours of Teaching Related Duties) – Approved PhD relevant to their teaching discipline	$130.61	$134.52	$138.56
Additional Teaching Related Duties Cert IV TAE Qualified	$58.85	$60.62	$62.44
Additional Teaching Related Duties - Approved Dip or above Teaching Qualification	$64.94	$66.88	$68.89

Additional Teaching Related Duties - Approved PhD relevant to their teaching discipline	$74.63	$76.87	$79.18
Service Duties	$54.30	$55.92	$57.60

Service Duties include but are not limited to travel, professional development and meetings not associated with delivery of teaching and learning.

SCHEDULE 2- CLASSIFICATION STRUCTURE

Learning and Teaching Stream	Management Stream
Senior Educator Level 3	Senior Educator Level 3
Senior Educator Level 2	Senior Educator Level 2
Senior Educator Level 1	Senior Educator Level 1



Classification	Level	Qualifications
Teacher 5	Expert	Diploma or above
Teacher 4.2	Experienced	Diploma or above
Teacher 4.1	Experienced	Diploma or above
Teacher 3.2	Experienced	Certificate IV
Teacher 3.1	Experienced	Certificate IV
Teacher 2.2	Emerging	Not Required
Teacher 2.1	Emerging	Not Required
Teacher 1.2	Emerging	Not Required
Teacher 1.1	Emerging	Not Required

CONTEXT

The Teacher classification encompasses duties and requirements applicable to emerging (T1) and experienced Teachers (T5). Teachers classified as Teacher Level 1 & 2 will be under supervision and guidance of a Teacher Level 4 or 5 and their focus will generally be on working with students in a direct teaching role. The teaching function will develop with experience and more highly developed skills and knowledge.

As Teachers progress to the higher classification levels they will be expected to take responsibility within assigned areas of work for designing, developing, preparing, conducting and assessing within Vocational Education programs and where relevant assist the Senior Educators in conducting a range of activities associated with the effective operation of the programs.

The Senior Educator is a higher level specialist classification that may coordinate a team of staff; lead the teaching and learning activities of the organisational unit; manage a team of staff across teaching programs; have oversight of financial and administrative requirements of their organisational unit and provide support to the Cluster Director.

SCHEDULE 3- CLASSIFICATION STANDARDS

TEACHER LEVEL 1 & 2 CLASSIFICATION

The requirements and typical functions of a Teacher Level 1 & 2 are consistent with the following:

Typical Functions	Judgement, Problem Solving, Accountability and Authority	Organisational Relationship and Impact	Specialist Skills and Knowledge
• Assist others with program related administrative tasks • Assist in relation to the maintenance and review of teaching programs • Coordinate student resources • Conduct teaching programs	• Refer learning difficulties • Take an active role in own professional development	• Communicate with course stakeholders as appropriate • Undertake a range of administrative activities directly related to the areas taught	• Demonstrated highly developed vocational and industry currency • Apply extensive knowledge and experience in specialist vocational expertise area/s • Understand and demonstrate competency in professional teaching currency

TEACHER LEVEL 3 & 4 CLASSIFICATION

The requirements and typical functions of a Teacher Level 3 & 4 are consistent with the following:

Typical Functions	Judgement, Problem Solving, Accountability and Authority	Organisational Relationship and Impact	Specialist Skills and Knowledge
• Provide advice and guidance within areas of specialist expertise • Determine instructional strategies • Coordinate student resources • Conduct teaching programs • Establish and maintain a learning environment, including encouraging students to take responsibility for their own learning • Assist with identifying potential learning difficulties and identifying appropriate teaching strategies • Assist in relation to the establishment, maintenance and review of teaching programs	• Provide basic pastoral care to students leading to more complex problem resolution • Exercise judgment and initiative • Work independently and in a team environment • Set and achieve teaching objectives • Manage the learning process, including student participation and preparation of student learning plans • Encourage and support innovative strategies • Set priorities, plan and manage resources • Report on innovative delivery strategies	• Consult and provide educational services under the direction of the Program Coordinator • Plan and conduct information sessions and student selection processes, as appropriate. • Undertake a range of learning services activities directly related to the areas taught. • Provide a well-developed range of teaching strategies to students and other clients both within and external	• Develop teaching and learning strategies and materials • Conduct student entry level assessment • Research and prepare own teaching materials and for utilisation across RMIT • Adapt learning and assessment materials to cater for different students, learning environments, facilities and resources • Develop project and or research skills • Moderate validation of outcomes • Develop curriculum and/or consultative duties as appropriate • Develop and design courses

TEACHER LEVEL 5 CLASSIFICATION

The requirements and typical functions of a Teacher Level 5 are consistent with the following:

Typical Functions	Judgement, Problem Solving, Accountability and Authority	Organisational Relationship and Impact	Specialist Skills and Knowledge
• Provide assistance with staff induction • Provide advice and guidance within areas of specialist expertise • Assist in providing advice with team developmental needs • Provision of professional supervision and support • Assist with staff selection • Determine instructional strategies • Customise units and courses as appropriate to meet client needs • Liaise as appropriate with specialist inter-training provider networks and learning communities • Establish and maintain a learning environment, including encouraging students to take responsibility for their own learning • Assist in relation to the establishment, maintenance and review of teaching programs	• Supervise and guide entry level Teachers • Provide authoritative advice to stakeholders in relation to learning needs of students and training needs of the Employer • Encourage and support innovative strategies • Provide leadership in specialist areas within the teaching department and across the Employer • Trial and report on innovative delivery strategies	• Consult and provide educational services under the direction of the Program Coordinator • Undertake a range of coordination activities directly related to the areas taught • Provide contact point for course content and student issues • Provide a well-developed range of teaching strategies to students and other clients both within and external	• Research, develop and improve VET curriculum and teaching and learning methods • Adapt learning and assessment materials to cater for different students, learning environments, facilities and resources • Develop leadership and mentoring skills • Develop project and or research skills. • Develop curriculum and/or consultative duties as appropriate • Package accredited courses as identified • Develop and design courses

SENIOR EDUCATOR 1 CLASSIFICATION

The requirements and typical functions of a Senior Educator 1 are consistent with the following:

Typical Functions	Judgement, Problem Solving, Accountability and Authority	Organisational Relationship and Impact	Specialist Skills and Knowledge
• Coordinate and supervise resources • Manage a team of staff • Manage the design, development, delivery and evaluation of innovative, customised, high quality programs • Coordinate administrative requirements • Produce tenders and submissions in conjunction with other Senior Educators and Teachers. • Manage training needs analysis and skills audits for clients • Provide specialist skills as appropriate within the University, and the wider community in Victoria, nationally or internationally • Apply counselling skills as appropriate. • Conduct action-based research and prepare briefing papers on curriculum, teaching or management services as appropriate • Maintain program operations data as per audit requirements • Ensure graduation candidates are verified • Ensure student results are completed • Develop individualised self-paced learning materials • Develop and implement assessment systems	• Knowledge of problem solving strategies • Coordinate and supervise a functional area of delivery through a range of activities including planning, budgeting, developing strategies, managing contracts and implementing policies • Establish timetables/timelines • Identify, negotiate and manage resource requirements • Plan and implement/coordinate programs/projects • Responsible for discretionary decision making relative to delegated budget	• Contribute to the development of University-wide educational and administrative policies and procedures. • Provide advice and make submissions to internal and external stakeholders. • Provision of professional advice and assistance to teaching staff and clients on curriculum, educational or consultative service requirements for innovative and effective education and training which meets the needs of learners and the community. The work may involve contractually negotiated industry, public sector, and community-based programs. • Provide high-level professional advice and assistance to teaching staff and University clients. • Represent the University or the Vocational Educational system to external bodies.	• Knowledge of conflict resolution skills. • Knowledge of negotiation strategies. • Demonstrated highly developed teaching skills. • Extensive knowledge and demonstrated skill of at least one teaching area. • Demonstrated understanding of the application of the full range of teaching methodologies, techniques and standards appropriate to subject areas within management/leadership role. • Keep abreast of and advise on current and emerging education trends. • Develop effective processes for the evaluation and validation of programs, systems and structures within or external to vocational education. • Develop and maintain quality control systems. • Apply research, analytical and innovative skills. • • Apply extensive knowledge and experience in specialist expertise area/s.

SENIOR EDUCATOR 2 CLASSIFICATION

The requirements and typical functions of a Senior Educator 2 are consistent with the following:

- Manage the educational and/or business activities and/or services of a large and complex organisational unit or units
- Play a major role with senior representatives of associated client groups and other key stakeholders
- Undertake a highly developed educational leadership role requiring extensive management and/or teaching skills

Typical Functions	Judgement, Problem Solving, Accountability and Authority	Organisational Relationship and Impact	Specialist Skills and Knowledge
• Lead the design, development, delivery and evaluation of innovative, customised, high quality vocational education and training responses for identified students and clients • Manage recruitment and selection of staff • Manage induction process. • Provide support and mentoring to team • Assist staff to identify professional development opportunities • Provide staff coaching and counselling. • Propose and implement a range of programs/courses for future delivery together with other Senior Educators and Teachers • Examine and make recommendations on alternative flexible delivery strategies • Initiate project development. • Provide advice on improvements to records management systems	• Well developed problem solving skills. • Manage resources and a team of staff providing services to students/commercial clients • Manage a functional or specialist area of delivery • Ability to lead and manage teaching programs • Operate within operational autonomy • Manage a budget • Provide necessary resources for program maintenance and development • Provide advice to management on costing and resourcing implications of proposed programs • Advise on cost effective delivery strategies • Undertake responsibility for tenders and submissions • Coordinate staffing and resources across a number of campuses within a discipline area and/or external to the University	• Develop University-wide educational and administrative policies and procedures • Negotiate for internal and external resources • Play an active role in establishing and enhancing links with the greater community to further education in practice • Enable the efficient integration of delivery strategies across departmental boundaries	• Knowledge of conflict resolution skills • Knowledge of negotiation strategies • Demonstrated highly developed teaching skills • Extensive knowledge and demonstrated skill of at least one teaching area • Application of the full range of teaching methodologies, techniques and standards appropriate to subject areas within management/leadership role • Keep abreast of and advise on current and emerging education trends • Develop effective processes for the evaluation and validation of programs, systems and structures within or external to vocational education • Apply research, analytical and innovative skills • Apply extensive knowledge and experience in specialist expertise area/s

SENIOR EDUCATOR 3 CLASSIFICATION

The requirements and typical functions of a Senior Educator3 are consistent with the following:

- Are highly skilled educational leaders and managers who have acknowledged excellence in academic leadership and developing strategic directions
- A strategic focus aimed at developing links within and external to the vocational education community, focusing on long-term staff projections and team developmental needs
- Have significant educational and/or business focused functions and responsibilities

Typical Functions	Judgement, Problem Solving, Accountability and Authority	Organisational Relationship and Impact	Specialist Skills and Knowledge
• Responsible for projects that involve major change • Plan long-term resourcing needs. • Provide support to team • Research and initiate continuous improvement strategies in delivery, assessment strategies, modes of learning and reporting • In conjunction with other Senior Educators prepare and deliver professional development for Teachers • Make a significant contribution to teaching strategies and directions • Undertake a significant role in ensuring quality teaching recruitment, including induction • Significant contribution to the research, development and implementation of course for the education and/or professional development of teachers	• Demonstrated capacity to resolve complex problems • Lead and manage large functional or specialist operations • Provide academic leadership in the University and across the vocational education system • Operate within a high degree of operational autonomy • Lead and manage a complex team • Manage staffing projections • Evaluate team developmental needs including professional developmental plans and multi-skilling needs. • Manage a substantial budget	• Negotiate extensively with Industry, Government and other stakeholders on matters that have significant, long term, operational impact • Lead the development, review and implementation of University strategic educational plans, initiatives and policies • Highly developed capacity to resolve complex conflict • Investigate costings and resource implications for program areas and negotiate recommendations • Source funding, partnership delivery opportunities and other innovative opportunities • Promote and represent the department/University regionally and beyond, including with government bodies • Build networks within the wider community and source and develop future training needs	• Extensive knowledge and demonstrated skill of at least one teaching area. • Application of the full range of teaching methodologies, techniques and standards appropriate to subject areas within management/leadership role • Keep abreast of and advise on current and emerging education trends • Develop effective processes for the evaluation and validation of programs, systems and structures within or external to vocational education • Apply research, analytical and innovative skills. • Apply extensive knowledge and experience in specialist expertise area/s.

SCHEDULE 4 QUALIFICATION REQUIREMENTS AND COMMENCING SALARY

Definitions

Approved actual teaching experience means experience which may include: teaching experience; service in a position for which educational qualifications and experience is a prerequisite for appointment; leave for industrial experience or return to work purposes; experience in a position requiring the coordination, supervision or management of persons involved in a teaching function.

Approved additional studies means an approved course of study that is of at least one year in duration; was not awarded on the basis of credits granted from the teacher's base qualifications; and is relevant to teaching in TAFE, e.g., a Bachelor of Education.

Fully qualified means possessing qualifications which entitle an Employee to be appointed at, or progress to, the maximum paypoint of the Teacher classification.

Vocational experience means experience that is normally gained after the commencement of the relevant qualification and includes relevant paid employment; relevant performance or exhibition; relevant unpaid experience; approved alternative employment where no employment of direct relevance to the teaching area and the qualification can reasonably be expected. Childcare and family responsibilities may be approved for half of the industrial experience requirement.

Post year 12 means a qualification for which a prerequisite of entry is the Victorian Certificate of Education or equivalent.

1 This schedule shows the qualification requirements for the classifications in this Agreement. Such requirements together with the recognition of teaching and industrial experience or additional study are to be used to determine the commencing salary of an Employee.

2 The following qualifications and experience entitle an Employee to be paid as a Teacher Level 1.

Qualification (Academic or Trade)		***Work Experience (Years)***
(a)	Bachelor degree (or equivalent)	2
(b)	Two year post year 12 Diploma (or equivalent)	3
(c)	Certificate IV (or equivalent)	4
(d)	Certificate III (or equivalent)	8

3 A teacher who has the qualifications and experience listed in **clause 2(a) or (b) or (c) or (d)** and who has also completed a TAE40122 Certificate IV in Training and Assessment or its successor (or equivalent), is entitled to be paid as a Teacher Level 3.1.

4 A teacher who has the qualifications specified in clause 3 above and who has a completed a course of teacher training accredited at diploma or above (Australian Qualifications Framework Level 5) which includes supervised teaching practice and studies in adult learning methodology and teaching in a vocational or tertiary education environment, or equivalent is entitled to be paid as a Teacher Level 4.1.

5 A teacher who is teaching into a sub-degree program must also be qualified to at

least one level [1] of qualification higher than the course of study being taught (AQF+1), or have equivalent relevant academic, professional or practice-based experience and expertise and are entitled to be paid at Teacher Level 4.1.

6 A teacher shall not be eligible for promotion or classification as a Senior Educator unless they are fully qualified.

7 A teacher who has a PhD qualification in an area relevant to the discipline being taught is entitled to be paid as a Teacher Level 5. Type text here

8 For each completed year of actual teaching experience after becoming fully qualified, a teacher on commencement shall receive one increment.

9 Subject to meeting the qualification requirements for incremental progression in this Agreement, a maximum of two increments on commencement shall be paid for experience and qualifications approved in the circumstances, or combination of circumstances, as detailed below:

(a) for each two years of approved actual teaching experience prior to becoming fully qualified a teacher shall receive one increment;

(b) for each two years of approved industrial experience in excess of the years listed in clause 2 of this schedule a teacher shall receive one increment;

(c) for the purpose of this clause industrial experience shall relate directly to the qualifications held and to the subjects taught by the teacher and will normally be gained concurrently with or after the acquisition of the related qualification;

(d) for each year of approved additional studies, a teacher shall receive one increment.

10. Subject to meeting the qualification requirements of this schedule and **clauses 40.1(a) and 40.1(b)** of this Agreement, where a Casual Employee is converted to a Fixed-term or Continuing position by RMIT each 720 Teaching Duty Hours of casual prior service with RMIT shall be recognized as one increment when establishing the commencing salary.

SIGNED for and on behalf of RMIT UNIVERSITY

Signatory

Signature 

Name Michelle Eastman

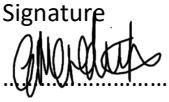
Title Deputy Vice Chancellor Vocational Education

Address 124 LaTrobe Street Melbourne 3000

Date 15.11.2024

Witness

Name Erika Meredith

Signature 

Date 15.11.2024

SIGNED for and on behalf of the AUSTRALIAN EDUCATION UNION

Signatory

Signature 

Name Elaine J N Gillespie

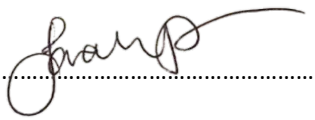
Title AEU Vice President TAFE and Adult Provision

Address 126 Trenerry Crescent, Abbotsford 3067

Date 14 November 2024

Witness

Name Sarah Parr

Signature 

Date 14 November 2024

SIGNED for and on behalf of the NATIONAL TERTIARY EDUCATION INDUSTRY UNION

Signatory

Signature 

Name Damien Cahill

Title General Secretary

Address 1/120 Clarendon Street STH MELB VIC 3205

Date 13/11/2024

Witness

Name

Renee Veal

Signature 

Date 13/11/2024

28A. Workplace delegates' rights

[28A inserted by PR774789 from 01Jul24]

28A.1 Clause 28A provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

NOTE: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause 28A.

28A.2 In clause 28A:

(a) **employer** means the employer of the workplace delegate;

(b) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and

(c) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

28A.3 Before exercising entitlements under clause 28A, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

28A.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

28A.5 Right of representation

A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:

(a) consultation about major workplace change;

(b) consultation about changes to rosters or hours of work;

(c) resolution of disputes;

(d) disciplinary processes;

(e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and

(f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

28A.6 Entitlement to reasonable communication

(a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 28A.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.

(b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

28A.7 Entitlement to reasonable access to the workplace and workplace facilities

(a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:

(i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;

(ii) a physical or electronic noticeboard;

(iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;

(iv) a lockable filing cabinet or other secure document storage area; and

(v) office facilities and equipment including printers, scanners and photocopiers.

(b) The employer is not required to provide access to or use of a workplace facility under clause 28A.7(a) if:

(i) the workplace does not have the facility;

(ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or

(iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

28A.8 Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

(a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.

(b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:

(i) full-time or part-time employees; or

(ii) regular casual employees.

(c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.

(d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of

the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.

(e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.

(f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.

(g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

28A.9 Exercise of entitlements under clause 28A

(a) A workplace delegate's entitlements under clause 28A are subject to the conditions that the workplace delegate must, when exercising those entitlements:

(i) comply with their duties and obligations as an employee;

(ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;

(iii) not hinder, obstruct or prevent the normal performance of work; and

(iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.

(b) Clause 28A does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.

(c) Clause 28A does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the Act, the employer must not:

(a) unreasonably fail or refuse to deal with a workplace delegate; or

(b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or

(c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 28A.